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ASSUMPTION WARRANTY DEED

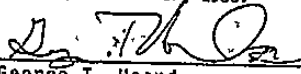
FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and the further consideration of the assumption and agreement to pay by the grantee herein the note secured by that deed of trust executed by Richard A. Harriner and Katherine Logan Harriner to Robert G. Barnett, Trustee for Deposit Guaranty Mortgage Company, Beneficiary, dated December 5, 1980, and recorded in Book 478 at Page 489, in the original amount of \$55,000.00, the undersigned, George T. Heard and Rebecca C. Heard, whose mailing address is Post Office Box 20, Ridgeland, Mississippi 39158, do hereby sell, convey and warranty unto M. J. Dameron, whose mailing address 516 Hunters Creek Circle, Madison, Mississippi 39110, the following described land and property located in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

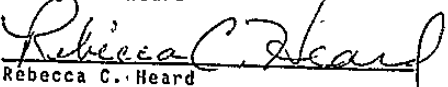
Lot 8, Hunters Creek Subdivision, a subdivision according to a map or Plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B, Slide 33, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

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

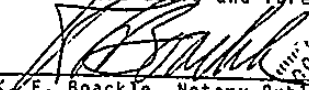

WITNESS THE SIGNATURES OF THE GRANTORS this the 24th day of October, 1985.

  
George T. Heard

  
Rebecca C. Heard

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within name George T. Heard and Rebecca C. Heard, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing as their act and deed.

  
K. F. Boackle, Notary Public  


My commission expires: 6-30-89

George T. Heard and Rebecca C. Heard does hereby sell, assign and deliver unto M. J. Dameron 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.

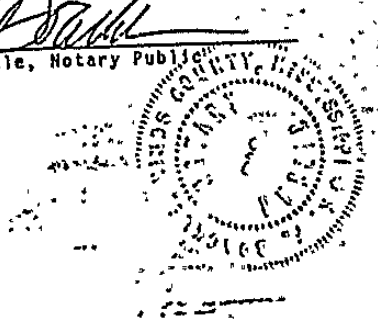
*George T. Heard*  
George T. Heard  
*Rebecca C. Heard*  
Rebecca C. Heard

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named George T. Heard and Rebecca C. Heard who acknowledged to me that they signed and delivered the above and foregoing instrument of writing and their act and deed.

*K. F. Boackie*  
K. F. Boackie, Notary Public

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 this 15 day of November, 1985, at 9:00 o'clock PM and was duly recorded on the 15 day of NOV, 1985, Book No. 20, on Page 99 in my office. Witness my hand and seal of office, this the 15 day of NOV, 1985.  
BILLY V. COOPER, Clerk  
By *B. Wright*....., D.C.



QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, we the undersigned Mattie W. Sessions, Fannie Morris, Quessie Brown, Rosie Green, George Wilkerson, Wallace Wilkerson, Lonza Wilkerson and Payton Wilkerson, all of whom are heirs at law of Morgan Wilkerson and Laura G. Wilkerson, now both deceased, do hereby sell, transfer and quitclaim forever unto Ples Wilkerson, all our right, title, and interest in and to the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot 15, Block F, Magnolia Heights Subdivision, Part 3, Madison County, Mississippi, according to a map or plat thereof on file in the Office of the Chancery Clerk of Madison County, in Plat Book 5, Page 21.

For the same considerations set forth herein, the said Ples Wilkerson agrees to pay all remaining indebtedness, owed against the subject property to U. S. Department of Agriculture, Farmer's Home Administration.

Grantee, Ples Wilkerson, further agrees to assume and be responsible for payment of all taxes on the subject property.

WITNESS OUR SIGNATURES, this the 27<sup>th</sup> day of August, 1985.

Mattie W. Sessions  
MATTIE W. SESSIONS

Fannie Morris  
FANNIE MORRIS

Quessie W. Brown  
QUESSIE BROWN

Rosie Lee Green  
ROSIE GREEN

George Wilkerson  
GEORGE WILKERSON

Wallace E. Wilkerson  
WALLACE WILKERSON

Lonza Wilkerson  
LONZA WILKERSON

Payton Wilkerson  
PAYTON WILKERSON

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MATTIE W. Sessions, FANNIE MORRIS, QUESSIE BROWN, ROSIE GREEN, GEORGE WILKERSON, WALLACE WILKERSON, LONZA WILKERSON, and PAYTON WILKERSON, each of whom stated that they were heirs at law of Morgan and Laura Wilkerson, now deceased, and who further acknowledged that they each signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 27<sup>th</sup> day of August, 1985.

Ronald M. Kirk  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
5/16/86

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 15 day of November, 1985, at 9:00 o'clock P.M., and was duly recorded on the day of NOV. 15, 1985, 19....., Book No. 210 on Page 101 in my office. Witness my hand and seal of office, this the NOV 15, 1985, 19.....  
BILLY V. COOPER, Clerk  
By B. W. Wadit....., D.C.



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QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, I, the undersigned ETHEL JANE DAVIS, do hereby sell, convey, transfer and quitclaim unto ALLAN L. DAVIS all my right, title and interest in and to the following described real property, lying and being situated in the Town of Flora, County of Madison, State of Mississippi, to-wit:

70 feet off the Northwest side of Lot 8, and 10 feet off the Southeast side of Lot 9, Block 6, GADDIS ADDITION to the Town of Flora, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 1, at pages 16, 17, and 18, reference to which is hereby made in aid of this description.

WITNESS MY SIGNATURE, this the 25<sup>th</sup> day of October, 1985.

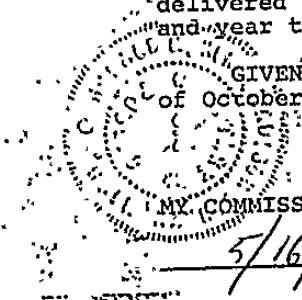
*Ethel Jane Davis*  
\_\_\_\_\_  
ETHEL JANE DAVIS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ETHEL JANE DAVIS, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

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

*Ronald M. Kirt*  
\_\_\_\_\_  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

5/16/86

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 15 day of November 1985 at 2:00 clock P.M., and was duly recorded on the 15 day of NOV 15 1985 NOV 15 1985 Book No 210 on Page 103 in my office.

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

BILLY V. COOPER, Clerk

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

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9393

THIS INSTRUMENT PREPARED BY:  
Boult, Cummings, Conners & Berry  
222 Third Avenue, North  
P. O. Box 198062  
Nashville, Tennessee 37219

BOOK 210 PAGE 104

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered as of the 30<sup>th</sup> day of August, 1985, by and between SHONEY'S, INC., a Tennessee corporation ("Shoney's"), and GULF COAST DEVELOPMENT, INC., a Tennessee corporation ("GCD").

WITNESSETH:

WHEREAS, GCD is the owner of certain real property located in Madison County, Mississippi and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "GCD Property"); and

WHEREAS, Shoney's is the owner of a certain tract of real property located in Madison County, Mississippi, and more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Shoney's Property"); and

WHEREAS, Shoney's or its assigns intends to operate thereon a Shoney's Restaurant; and

WHEREAS, GCD intends to operate or cause to be operated thereon a Shoney's Inn; and

WHEREAS, the parties hereto desire to enter into an agreement concerning mutual easements for ingress and egress and for vehicular parking on the Shoney's Property and the GCD Property (the Shoney's Property and the GCD Property being sometimes referred to hereinafter collectively as the "Property").

NOW, THEREFORE, in consideration of the premises, the mutual promises and benefits hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. As used herein, the following terms shall have the following meanings:

(a) The term "Building Areas" shall mean those portions of the Property which shall be used for the location and construction of buildings, including areas used for landscaping and curbs, as shown on the site plan attached hereto as Exhibit "C" and incorporated herein by this reference (the "Site Plan").

(b) "Joint Access Easements" are those areas shown on the Site Plan as driveway areas.

(c) "Parking Areas" are those areas outside the boundaries of the Building Areas and the Joint Access Easements.

2. Shoney's hereby gives and grants unto GCD, its successors and assigns, a mutual, reciprocal and non-exclusive easement, right, license and privilege of passage and use, both pedestrian and vehicular, for the purpose of ingress and egress only over any and all of the Joint Access Easements as now or hereafter located on the Shoney's Property, and for the purpose of motor vehicle parking only, on any and all of the Parking Areas as now or hereafter located on the Shoney's Property.

3. GCD hereby gives and grants unto Shoney's, its successors and assigns, a mutual, reciprocal and non-exclusive easement, right, license and privilege of passage and use, both pedestrian and vehicular, for the purpose of ingress and egress only over any and all of the Joint Access Easements as now or hereafter located on the GCD Property, and for the purpose of motor vehicle parking only on any and all of the Parking Areas as now or hereafter located on the GCD Property.

4. The Joint Access Easements shall be used only for the purpose of ingress and egress and access of pedestrian and vehicular traffic, and shall not be used for the purpose of parking vehicles or for any other use that would impede such

ingress, egress and access. Such Joint Access Easements may not be changed or altered at any time without the express written consent of both parties hereto. No building shall be constructed or placed on any portion of the Property, other than the Building Areas without the express written consent of both parties hereto. So long as this Agreement shall remain in effect, neither party hereto shall make a material change in the layout of any buildings or parking spaces on the Property from that set forth on the Site Plan, without the express written consent of both parties hereto.

5. Each party hereto, at its own expense, shall maintain and keep in good repair or cause to be maintained and kept in good repair the Parking Areas and Joint Access Easements located on its respective property so that the same will, at all times, be kept and maintained in good order and repair and present a clean, well kept appearance. Such maintenance shall include the payment of all utilities, taxes and assessments, providing adequate lighting during business hours, and repairing, resurfacing and restriping. Each party hereto, at its own expense, shall keep such Parking Areas and Joint Access Easements clear and free of snow, debris, rubbish, and obstructions of every nature (other than curbs, walkways, utility poles and landscaped areas) that would interfere with access and motor vehicle parking, as applicable, and shall provide adequate drainage.

6. Each party hereto at all times during the term hereof shall maintain at its sole expense comprehensive public liability insurance covering its respective property, including coverage of all exterior signs, if any, located on such property, with coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) for personal injury, including death, to any one person, Three Hundred Thousand Dollars (\$300,000.00) for personal injury, including death, in any one accident, and



One Hundred Thousand Dollars (\$100,000.00) for property damage, with umbrella coverage extending such coverage to One Million Dollars (\$1,000,000.00). Each such policy shall name both parties to this Agreement as insureds as their interests may appear, and each party hereto shall deliver evidence of such insurance to the other party hereto upon request. Each party hereto shall indemnify and hold the other harmless from any and all liability, expense, demand, claims or judgments arising from injury to persons or property occurring on the property of the other covered by this Agreement.

7. The easements, rights, licenses and privileges established, created, and granted hereunder shall be for the benefit of and shall be restricted solely to the parties hereto, their successors and assigns, their tenants, or subtenants, and their respective customers, employees, and invitees; provided, however, that this instrument shall in no event be construed to create any rights in or for the benefit of the general public.

8. Each party hereto, for itself and the then owner or lessee of all or any part of the Parking Areas and Joint Access Easements located on such party's property, reserves the right to close temporarily all or any portion thereof to such extent as, in the opinion of such party, or of the then owner or lessee of all or any part of such Parking Areas and Joint Access Easements, may be legally necessary and sufficient to prevent a dedication thereof or any accrual of rights in the public generally or in any person other than as aforesaid.

9. In the event of any violation or threatened violation of any of the provisions of this Agreement, each party shall be entitled forthwith to full and adequate relief by injunction and/or any other available legal and equitable remedies from the consequences of any such violation and all costs and expenses of any suit or proceeding shall be assessed against the defaulting party.

10. If any provision of this Agreement shall be determined to be void or unenforceable by any court, such determination shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

11. Any notice or other communication by either party to the other shall be in writing and shall be given, and be deemed to have been given, if either delivered personally or mailed, postage prepaid, registered or certified mail addressed as follows:

To Shoney's:                   Shoney's, Inc.  
                                  1727 Elmhill Pike  
                                  Nashville, Tennessee 37210

To GCD:                         Gulf Coast Development, Inc.  
                                  217 West Main Street  
                                  Gallatin, Tennessee 37066

or to such other address, and to the attention of such other person or officer as either party may designate in writing.

12. Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice versa.

13. This Agreement cannot be changed or modified except by another agreement in writing executed by both parties.

14. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Mississippi.

15. The easements hereby granted, the restrictions hereby imposed and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors, and assigns, including, but without limitation, all subsequent owners of the Shoney's Property and the GCD Property, and all persons claiming by, through or under them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above mentioned.

SHONEY'S, INC.

By: [Signature]  
Title: VICE PRESIDENT  
REAL ESTATE - CONSTRUCTION  
GULF COAST DEVELOPMENT, INC.

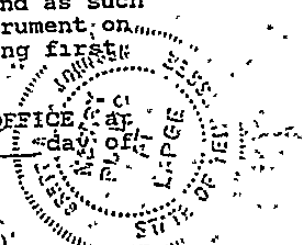
By: [Signature]  
Title: Pres.

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Steve Tidwell who stated and acknowledged to me that he is the Vice President of SHONEY'S, INC., and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE at Nashville, Davidson County, Tennessee, this the 5 day of September, 1985.

[Signature]  
Notary Public  
My Commission Expires: July 17, 1988



STATE OF TENNESSEE  
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Len Wosce who stated and acknowledged to me that he is the President of GULF COAST DEVELOPMENT, INC., and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, at Nashville, Davidson County, Tennessee, this the 20th day of August, 1985.

[Signature]  
Notary Public  
My Commission Expires: 5/13/89

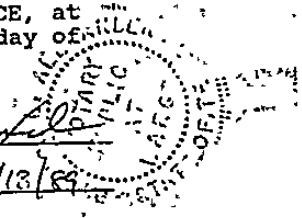


EXHIBIT "A"

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

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

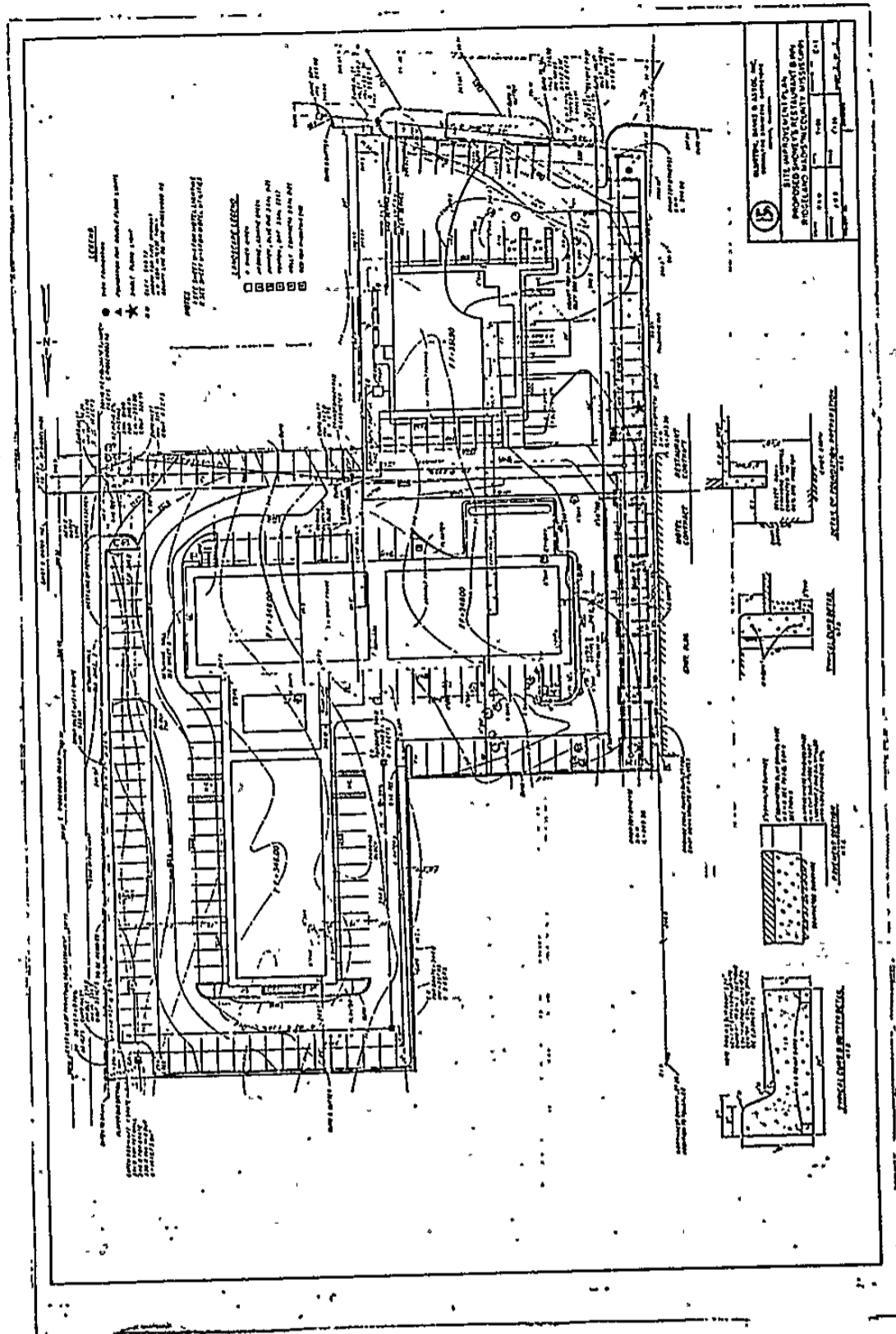
Being the same property conveyed to Gulf Coast Development, Inc. by deed from County Line Place, Inc. of record in Book 207 at page 120, Records of Madison County, Mississippi.

EXHIBIT "B"

A certain parcel of land situated in part of Lot 26, Tougaloo Addition; a subdivision situated in Section 36, T7N-R1E, Ridgeland, Madison County, Mississippi; said parcel of land contains 31,127.91 square feet or 0.7146 acres, more or less, and is more particularly described as follows:

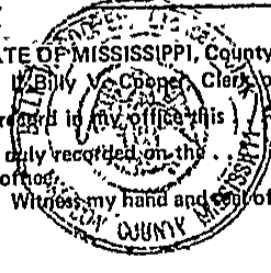
Commence at the Northwest corner of said Lot 26 and run thence southerly along the West line of said Lot 26 for a distance of 438.46 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING, turn thence left through a deflection angle of 90 degrees 00 minutes 00 seconds and run in an easterly direction for a distance of 161.0 feet; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a southerly direction for a distance of 199.34 feet to a point on a curve to the right, having a central angle of 3 degrees 19 minutes 43 seconds and a radius of 8,546.637 feet; turn thence right through a deflection angle of 94 degrees 26 minutes 02 seconds and run in a westerly direction along a chord of said curve for a distance of 161.48 feet to a point on the West line of said Lot 26; turn thence right through a deflection angle of 85 degrees 33 minutes 58 seconds and run in a northerly direction along the West line of said Lot 26 for a distance of 186.85 feet to the POINT OF BEGINNING.

Being the same property conveyed to Shoney's, Inc. by deed from County Line Place, Inc. of record in Book 207 at page 123, Records of Madison County, Mississippi.



15 TITLE: IMPROVEMENT PLAN FOR PROPOSED HIGHWAY 107 (SECTION 107.10)			
DATE	BY	SCALE	PROJECT NO.
1985	J. W. B. S.	1/8" = 1'-0"	107.10

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 15 day of November, 1985, at 9:40 o'clock am, M., and  
 was duly recorded on this 15 day of NOV 15 1985, 1985, Book No. 210 on Page 104 in  
 my office.  
 Witness my hand and seal of office, this the 15 day of NOV 15 1985, 1985.  
 BILLY V. COOPER, Clerk  
 By [Signature], D.C.



THIS INSTRUMENT PREPARED BY:  
Boult, Cummings, Conners & Berry  
222 Third Avenue, North  
P. O. Box 198062  
Nashville, Tennessee 37201

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BOOK 210 PAGE 113

AGREEMENT

THIS AGREEMENT is made and entered into as of the 30th day of August, 1985 by and among SHONEY'S INNS GROUP IV, INC., a Tennessee corporation (herein "Group IV"); GULF COAST DEVELOPMENT, INC., a Tennessee corporation (herein "GCD"); and SHONEY'S, INC., a Tennessee corporation (herein "Shoney's").

WITNESSETH:

WHEREAS, GCD is the owner of certain real property located in Madison County, Mississippi, said property being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "GCD Property"); and

WHEREAS, Shoney's is the owner of certain real property located in Madison County, Mississippi, said property being more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Shoney's Property"); and

WHEREAS, GCD intends to sell the GCD Property to Group IV; and

WHEREAS, Group IV intends to operate a Shoney's Inn on the GCD Property; and

WHEREAS, Shoney's intends to operate a Shoney's Restaurant on the Shoney's Property; and

WHEREAS, the economic feasibility of the Shoney's Inn to be operated by Group IV on the GCD Property is dependent upon the operation of a full service, family style restaurant similar to that to be operated under the name "Shoney's" (herein a "Shoney's Restaurant") on the Shoney's Property; and

WHEREAS, Shoney's desires to assure Group IV and GCD that Group IV shall have the first right and option to operate

a Shoney's Restaurant on the Shoney's Property and that GCD shall have the second right and option to operate a Shoney's Restaurant on the Shoney's Property in the event that a Shoney's Restaurant is not operated on the Shoney's Property by Shoney's or by another franchisee selected by Shoney's.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. If Shoney's shall receive a bona fide offer (the "Offer") from a third party other than a party affiliated with Shoney's or any other person who intends to operate a Shoney's Restaurant on the Shoney's Property under a license or franchise agreement with Shoney's (the "Offeror") for the purchase of the Shoney's Property and the purchase of the improvements and equipment located on the Shoney's Property and it shall desire to accept the same, Shoney's shall give written notice to Group IV and to GCD of the name of the Offeror, the amount of the Offer, and the terms of the same, and Group IV shall elect in writing within fifteen (15) days of receipt of such notice whether it desires to purchase the Shoney's Property and such improvements and equipment at the price and upon the terms of the Offer. If Group IV elects to exercise such option, the sale shall be closed to it; otherwise GCD shall have an additional fifteen (15) days to elect to exercise such option. If GCD elects to exercise such option, the sale shall be closed to it. If neither Group IV nor GCD elects to exercise such option, Shoney's shall be free to sell the same to the Offeror at any time within ninety (90) days thereafter, in accordance with the terms of such Offer. As provided above, this right of first refusal shall not be applicable to any Offer made by a party affiliated with Shoney's or by any other person who intends to operate a Shoney's Restaurant on the Shoney's Property under a license or franchise agreement with Shoney's.



2. In the event that Shoney's fails to construct and operate or cause to be operated a Shoney's Restaurant on the Shoney's Property on or before the date one (1) year from the date hereof, or if the operation of a Shoney's Restaurant on the Shoney's Property is suspended for a period of ninety (90) days or more (except for any failure to operate due to any damage or destruction of the building and the repairing of such damage or because of remodeling or such other work which is being done in a reasonably expeditious manner) and there is no offer such that the provisions of Paragraph 1 hereof are applicable, Shoney's, upon receiving written notice from Group IV or GCD of its election to purchase the Shoney's Property, the improvements and equipment thereon, and the right to use the name Shoney's Restaurant, shall sell or cause to be sold to Group IV or GCD, as applicable, the Shoney's Property, all improvements and equipment thereon, and the right to use the name Shoney's Restaurant. It is agreed that Group IV shall have the first option to purchase such property and that the option of GCD shall only be exercised upon presenting to Shoney's a waiver by Group IV of its first option.

Upon express condition that Group IV or GCD, as applicable, properly exercises the option to purchase the Shoney's Property and the improvements and equipment thereon, Group IV, GCD and Shoney's hereby agree that the terms of said purchase shall be as follows:

(a) Price. The purchase price of the Shoney's Property, the improvements and equipment located thereon, and the right to use the name Shoney's Restaurant shall be the "fair market value" on the date of transfer as determined by good faith negotiations between Group IV or GCD, as applicable, and Shoney's. Provided, however, that the "fair market value" of the right to use the name "Shoney's Restaurant" shall be at least equal to the then current initial franchise and other fees required to be paid by a new franchisee of Shoney's Restaurants together with any continuing royalties, and such

purchaser shall be required to execute Shoney's then standard license agreement applicable to Shoney's Restaurants. If Group IV or GCD, as applicable, and Shoney's are not able to agree upon such fair market value within thirty (30) days from the date Group IV or GCD, as applicable, notifies Shoney's of the exercise of the option to purchase, fair market value shall be determined by three (3) MAI appraisers, one chosen by Group IV or GCD, as applicable, one chosen by Shoney's, and the third chosen by the two previously chosen. Each appraiser selected by the parties shall be instructed to meet with the other within the fifteen (15) days after selection for the purpose of selecting a third appraiser to serve with them. The three appraisers shall determine the "fair market value" of the property to be transferred and notify both Shoney's and Group IV or GCD, as applicable, of the "fair market value" determined by them. If the three (3) appraisers cannot collectively agree on the "fair market value," then the average of the three appraisers shall be deemed the "fair market value." The "fair market value" determined in accordance with this subparagraph (a) shall be the "option purchase price" (herein so called).

(b) Closing and Possession. The closing of the purchase pursuant to this paragraph 2 shall occur in Nashville, Tennessee at a time and place designated by Group IV or GCD, as applicable. The total option purchase price shall be due from Group IV or GCD, as applicable, to Shoney's at closing in the form of cash or a cashier's or certified check made payable to Shoney's.

(c) Costs and Expenses. Shoney's and Group IV or GCD, as applicable, shall share equally in all costs and expenses incurred in connection with the exercise of this option, including specifically, but not limited to, the fees of all three of the appraisers employed pursuant to subparagraph (a).

(d) Condition of Title. Shoney's shall convey the property, both real and personal, to Group IV or GCD, as

applicable, by warranty deed and bill of sale, in form and substance reasonably acceptable to Group IV or GCD, as applicable, free and clear of all liens, easements, mortgages, conditions or easements of record except those easements, conditions and restrictions reasonably acceptable to Group IV or GCD, as applicable.

3. This agreement shall terminate on the date twenty (20) years from the date hereof. In addition, this agreement shall also terminate and be of no further force and effect in the event that a Shoney's Inn or similar motel under license from Shoney's, Inc. or its affiliates is no longer operated (except for any failure to operate due to any damage or destruction of the building and the repairing of such damage or because of remodeling or such other work which is being done in a reasonably expeditious manner) on the GCD property.

4. Group IV shall have no rights hereunder if the GCD Property is not sold to Group IV.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

SHONEY'S INNS GROUP IV, INC.

By: [Signature]  
Title: Pres

GULF COAST DEVELOPMENT, INC.

By: [Signature]  
Title: Pres

SHONEY'S, INC.

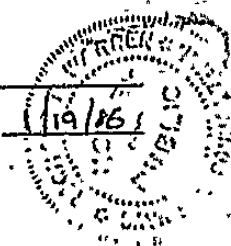
By: [Signature]  
Title: VICE PRESIDENT  
**REALESTATE-CONSTRUCTION**

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Leon Moore, who stated and acknowledged to me that he is the President of SHONEY'S INNS.GROUP IV, INC., and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, at Nashville, Davidson County, Tennessee, this the 30<sup>th</sup> day of August, 1985.

Richard Wane  
Notary Public  
My Commission Expires: 11/19/86

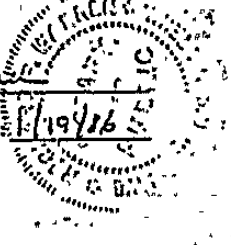


STATE OF TENNESSEE  
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Leon Moore, who stated and acknowledged to me that he is the President of GULF COAST DEVELOPMENT, INC., and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, at Nashville, Davidson County, Tennessee, this the 30<sup>th</sup> day of August, 1985.

Richard Wane  
Notary Public  
My Commission Expires: 11/19/86



STATE OF TENNESSEE  
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Steve Tidwell, who stated and acknowledged to me that he is the Vice President of SHONEY'S, INC., and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, at Nashville, Davidson County, Tennessee, this the 5<sup>th</sup> day of September, 1985.

Mittra Johnson  
Notary Public  
My Commission Expires: July 17, 1988

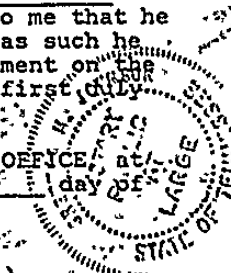


EXHIBIT "A"

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

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

Being the same property conveyed to Gulf Coast Development, Inc. by deed from County Line Place, Inc. of record in Book 207 at page 110, Records of Madison County, Mississippi.

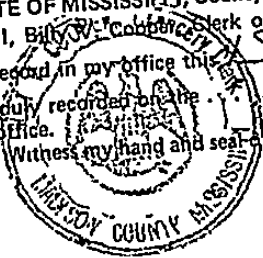
EXHIBIT "B"

A certain parcel of land situated in part of Lot 26, Tougaloo Addition, a subdivision situated in Section 36, T7N-R1E, Ridgeland, Madison County, Mississippi; said parcel of land contains 31,127.91 square feet or 0.7146 acres, more or less, and is more particularly described as follows:

Commence at the Northwest corner of said Lot 26 and run thence southerly along the West line of said Lot 26 for a distance of 438.46 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING, turn thence left through a deflection angle of 90 degrees 00 minutes 00 seconds and run in an easterly direction for a distance of 161.0 feet; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a southerly direction for a distance of 199.34 feet to a point on a curve to the right, having a central angle of 3 degrees 19 minutes 43 seconds and a radius of 8,546.637 feet; turn thence right through a deflection angle of 94 degrees 26 minutes 02 seconds and run in a westerly direction along a chord of said curve for a distance of 161.48 feet to a point on the West line of said Lot 26; turn thence right through a deflection angle of 85 degrees 33 minutes 58 seconds and run in a northerly direction along the West line of said Lot 26 for a distance of 186.85 feet to the POINT OF BEGINNING.

Being the same property conveyed to Shoney's, Inc. by deed from County Line Place, Inc. of record in Book 207 at page 123, Records of Madison County, Mississippi.

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 15 day of November, 1985, at 9:45 o'clock P.M., and was duly recorded by me this 15 day of November, 1985, in Book No. 210 on Page 113 in my office.  
Witness my hand and seal of office, this the 15 day of NOV. 1985, 19.....  
BILLY V. COOPER, Clerk  
By..... *[Signature]*..... D.C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

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INDEXED

KNOW ALL MEN BY THESE PRESENTS, that I, Mary C. Bowering, of Madison County, Mississippi, have made, constituted and appointed, and by these presents do hereby make, appoint and constitute Charles E. Bowering, my son, my true and lawful attorney for me and in my name, place and stead, to do any and all things which I may legally do, including, but not limited to, making deposits and withdrawals from any and all checking accounts and savings accounts which I may have in any bank.

Giving and granting unto my said attorney the full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully and to all intent and purposes as I might or could do if personally present; hereby ratifying and confirming all that my said attorney shall lawfully do or caused to be done by virtue of these presents.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal and shall remain in full force and effect until terminated in writing by the principal or is terminated pursuant to the provisions of Section 87-3-13, Miss. Code of 1972, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 10 day of November, 1985.

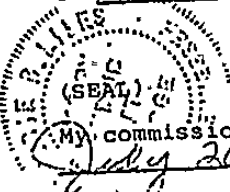
Mary C. Bowering  
Mary C. Bowering

STATE OF TENNESSEE  
COUNTY OF Shelby

This day personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction, Mary C. Bowering, who acknowledged that he/she signed and delivered the above and foregoing Power of Attorney on the day and year therein stated as and for his act and deed.

GIVEN under my hand and official seal on this 10 day of November, 1985.

Rabbin B. Liles  
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 15 day of November, 1985, at 11:00 o'clock a. M., and was duly recorded on the 15 day of NOV 18 1985, 1985, Book No. 210 on Page 121 in my office.

Witness my hand and seal of office, this the 15 day of NOV 18 1985, 1985.  
BILLY V. COOPER, Clerk  
By N. Wright, D.C.

POWER OF ATTORNEY

STATE OF MISSISSIPPI  
COUNTY OF MADISON

9397  
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KNOW ALL MEN BY THESE PRESENTS, that I, Mary C. Bowering of Madison County, Mississippi, have made, constituted and appointed, and by these presents do hereby make, appoint and constitute Nancy B. James, my daughter, my true and lawful attorney for me and in my name, place and stead, to do any and all things which I may legally do, including, but not limited to, making deposits and withdrawals from any and all checking accounts and savings accounts which I may have in any bank.

Giving and granting unto my said attorney the full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully and to all intent and purposes as I might or could do if personally present; hereby ratifying and confirming all that my said attorney shall lawfully do or caused to be done by virtue of these presents.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal and shall remain in full force and effect until terminated in writing by the principal or is terminated pursuant to the provisions of Section 87-3-13, Miss. Code of 1972, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 10 day of November, 1985.

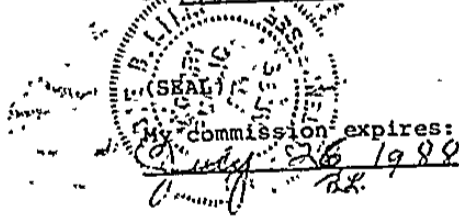
Mary C. Bowering  
Mary C. Bowering

STATE OF TENNESSEE  
COUNTY OF Shelby

This day personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction, Mary C. Bowering who acknowledged that he/she signed and delivered the above and foregoing Power of Attorney on the day and year therein stated as and for his act and deed.

GIVEN under my hand and official seal on this 10 day of November, 1985.

Robin B. Giles  
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 15 day of November, 1985, at 11:00 o'clock a. M., and was duly recorded on the 15 day of November, 1985, Book No. 210 on Page 122 in my office. Witness my hand and seal of office, this the 15 day of November, 1985.

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



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9398

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), Cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, we, the undersigned CHESTER POWELL and SARAH J. POWELL do hereby sell, convey and warrant unto LILLIE B. BENNETT the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land in the SE Corner of Lots Four (4) and Five (5), Block 6, HIGHLAND COLONY SUBDIVISION, Madison County, Mississippi, more particularly described as follows;

Commencing at the SE Corner of said Lots Four (4) and Five (5), run thence North 270 feet, more or less; thence run Southwesterly along a ditch 473.2 feet to the Point of Beginning; continue thence 200 feet, to a point where ditch intersects gravel road; thence run 20.13 feet South; thence run 200 feet East thence North to the Point of Beginning.

WITNESS OUR SIGNATURES this 23 day of October, 1985.

*Wife*  
*[Signature]*  
Mary Tolson

*[Signature]* Mark  
CHESTER POWELL

*[Signature]*  
SARAH J. POWELL

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid CHESTER POWELL and SARAH J. POWELL who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioend.

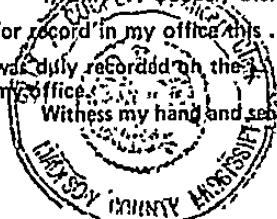
WITNESS MY SIGNATURE AND SEAL this 23 day of October, 1985.

*[Signature]*  
NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of November, 1985, at 11:00 o'clock a.m., and was duly recorded on the 18 day of NOV 18 1985, 1985, Book No 210 on Page 123 in my office.



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

BILLY V. COOPER, Clerk

By *[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, I, the undersigned LILLIE B. BENNETT do hereby sell, convey and warrant unto CHESTER POWELL and SARAH J. POWELL as joint tenants with right of survivorship and not as tenants in common the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Starting at the SE Corner of Lots Four (4) and Five (5) of Block 8, of HIGHLAND COLONY plat as shown in the Chancery Clerk's Office, Madison County, Mississippi and running thence Westerly a distance of 210 feet; thence Northerly a distance of 105 feet; thence Easterly a distance of 210 feet; thence Southerly a distance of 105 feet and thus to the Point of Beginning. Said land being located in Section 19, Township 7 North, Range 2 East. Original Deed recorded in Deed Book 61 at Page 434 of the Court records in Madison County, Mississippi.

WITNESS MY SIGNATURE this 23 day of October, 1985.

Lillie B. Bennett  
LILLIE B. BENNETT

STATE OF MISSISSIPPI  
COUNTY OF MADISON

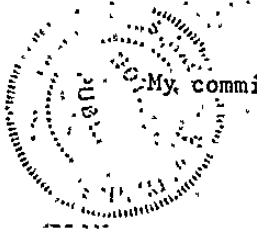
PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid LILLIE B. BENNETT who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 23 day of October, 1985.

[Signature]  
NOTARY PUBLIC

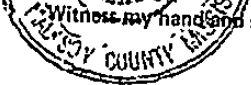
My commission expires:

7/11/89



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 15 day of November, 1985, at 11:00 o'clock a.m., and was duly recorded on the NOV 18 1985 day of NOV 18 1985, 19..... Book No. 210 on Page 124. in my office.



NOV 18 1985  
BILLY V. COOPER, Clerk

By [Signature] D.C.

FIRST REFUSAL AGREEMENT

9402

WHEREAS, W. Ray Moore and May F. Moore, hereinafter called "Owners", are the owners of certain property located in Madison County, Mississippi, containing approximately 208 acres; and

WHEREAS, it is now contemplated that said property will be devised by Owners Last Will and Testament to Kevin Moore, hereinafter called "Moore"; and

WHEREAS, all of said property is, or will hereafter be leased to Flick's Berry Farm, Inc., a Mississippi corporation, hereinafter called "Farm"; and

WHEREAS, Louie Miller, hereinafter called "Miller", has for several years, been employed by the late F. J. Moore, former owner of said property, to manage and operate Flick's Berry Farm, which operation is, or will soon hereafter be operated by said Flick's Berry Farm, Inc., of which said Louie Miller will be a stockholder; and

WHEREAS, the principal operation of the berry farm is located on a portion of a "forty" of said property, said "forty" being described as follows, to-wit:

Southeast 1/4 of Southwest 1/4 of  
Section 27, Township 9 North, Range 4  
East, Madison County, Mississippi; and

WHEREAS, the parties desire to create and grant to said Louie Miller a right of first refusal in the event said property is offered to others for sale:

NOW, THEREFORE,

1. For and in consideration of \$10.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, W. Ray Moore, May F. Moore and Kevin Moore, do hereby grant to Louie Miller a right of first refusal to purchase the Southeast 1/4 of Southwest 1/4 of Section 27, Township 9 North, Range

4 East, Madison County, Mississippi, together with an easement for access thereto along the existing roadway running in generally a North-South direction along the West side thereof and the East side of Owners property North of said "forty", less and except a strip of land across the Southwest corner of said forty acre tract which would be at least 25 feet in width to allow access to and from the Southwest 1/4 of Southwest 1/4 of said Section 27 with the Northeast 1/4 of Northwest 1/4 of Section 34, Township 9 North, Range 4 East, Madison County, Mississippi.

2. The price for such conveyance of such parcel of property would be exclusive of any improvements thereon placed there by Flick's Berry Farm, Inc., and its predecessor operation, in the nature of irrigation equipment, berry plants and grape vines. If Owners or Moore, elect to sell such property, Owners and Moore shall be first obligated to offer same to Miller on the identical terms and conditions as would be offered to other prospective purchasers. Said offer to Miller would remain open and irrevocable for forty-five (45) days. Miller will be obligated to close said purchase within 30 days after his acceptance of said offer. If Miller has elected not to purchase said property within said 45-day period, the then owners of said property would be free to sell said property to others free and clear of this first refusal right in Miller, but only at a price not less than that offered to Miller and on terms not less favorable than offered to Miller.

3. Flick's Berry Farm, Inc., joins in this instrument, as Lessee, to indicate its assent to this.

4. This First Refusal Agreement shall terminate upon the following events:

(A) If during the first three (3) years from and after the date of this Agreement,

(1) Miller ceases to be a stockholder of Corporation, or

(2) Miller resigns without justification as President and General Manager of Flick's Berry Farm, Inc., or is terminated by Corporation pursuant to its rights under the Employment Agreement between Miller and Corporation,

the right of First Refusal shall terminate upon the occurrence of such event.

(B) After the first three (3) years have elapsed from the date of this Agreement, then thereafter, at the end of the third year following either,

(1) the date of Miller's ceasing to be a stockholder of Corporation, or

(2) the date of Miller's voluntary or involuntary termination of employment by Corporation,

the right of First Refusal shall terminate.

5. This agreement is binding on the heirs, devisees, legatees, successors and assigns of the parties.

WITNESS our signatures on this the 20th day of October, 1982.

W. Ray Moore  
W. RAY MOORE

MAY E. MOORE  
MAY E. MOORE

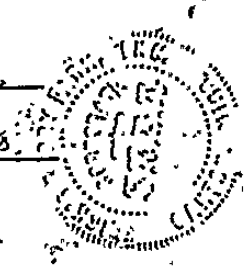
Kevin R. Moore  
KEVIN MOORE

Louie Miller  
LOUIE MILLER

FLICK'S BERRY FARM, INC.

By: Louie Miller  
President

M. E. Moore  
Secretary



STATE OF PENNSYLVANIA

COUNTY OF MERCER

Personally appeared before me, the undersigned authority in and for above state and county, W. Ray Moore ~~who~~ who acknowledged that ~~they~~ signed and delivered the above and foregoing First Refusal Agreement on the day and year therein written as ~~their~~ <sup>his</sup> own act and deed.

GIVEN UNDER my hand and official seal, this the 20th day of October, 1982.

Becky L. Batts  
NOTARY PUBLIC

My Commission Expires: BECKY L. BATTS, Notary Public  
Season, has cert. exp. 5/13/85  
My Comm. expires May 13, 1985

STATE OF MISSISSIPPI

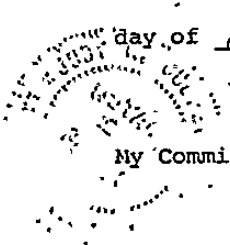
COUNTY OF Franklin

Personally appeared before me, the undersigned authority in and for above state and county, Kevin Moore, who acknowledged that he signed and delivered the above and foregoing First Refusal Agreement on the day and year therein written as his own act and deed.

GIVEN UNDER my hand and official seal, this the 20th day of October, 1982.

Judith M. Culpepper  
NOTARY PUBLIC

My Commission Expires: My Commission Expires December 30, 1983



STATE OF MISSISSIPPI  
COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority in and for the above county and state, Louie Miller, who acknowledged that he signed and delivered the foregoing First Refusal Agreement on the day and year therein written as his own act and deed.

GIVEN under my hand and official seal, this the 20th



day of October, 1982.

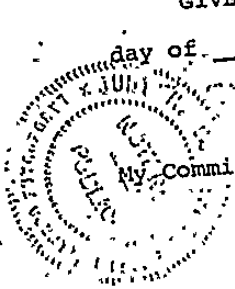
Judy M. Culpepper  
NOTARY PUBLIC

My Commission Expires: My Commission Expires December 30, 1983

STATE OF MISSISSIPPI  
COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority in and for above state and county, Louie Miller and William R. Moore, the President and Secretary, respectively, of Flick's Berry Farm, Inc., a Mississippi corporation, who acknowledged that they signed, affixed the corporate seal thereto and delivered the above and foregoing First Refusal Agreement on the day and year therein written, by the authority of and as the act and deed of said corporation.

GIVEN UNDER my hand and official seal, this the 20th



day of October, 1982.

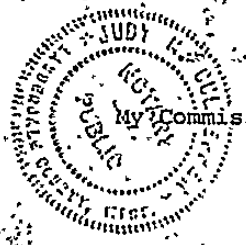
Judy M. Culpepper  
NOTARY PUBLIC

My Commission Expires: My Commission Expires December 30, 1983

STATE OF MISSISSIPPI  
COUNTY OF LAUDERDALE

Personally appeared before me, the undersigned authority in and for the above county and state, William R. Moore, Attorney-in-Fact for May F. Moore, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein written for May F. Moore, pursuant to a power of attorney, as her own act and deed.

GIVEN under my hand and official seal, this the 20<sup>th</sup> day of October, 1982.



*Judy M. Culpepper*  
NOTARY PUBLIC

My Commission Expires: My Commission Expires December 30, 1983

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 15 day of November, 1982, at 11:55 o'clock A. M., and was duly recorded on the 15 day of NOV 18 1985, 1985, Book No. 210 on Page 125, in my office.  
Witness my hand and seal of office, this the 18 of NOV 18 1985, 1985.  
BILLY V. COOPER, Clerk  
By B. W. [Signature] D.C.





CORRECTED WARRANTY DEED

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 of which is hereby acknowledged, I, GUS A. PRIMOS, Attorney In Fact for Robert C. Travis, Grady McCool, Jr., and W. F. Dearman, Jr., by virtue of that certain Power of Attorney, dated October 4, 1984, on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 201, Page 261, and GUS A. PRIMOS, individually, do hereby sell, convey and warrant unto HAL E. HILL, JR., and wife, MICHELLE D. PETREN-HILL, 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:

Lot 7, SANDALWOOD SUBDIVISION, Part V, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, in Canton, Mississippi, in Plat Cabinet B, Slide 74, reference to which is hereby made in aid of and as a part of this description.

The purpose of this Corrected Warranty Deed is to correct the description of the property, to correct the name of Grantor Grady McCool, Jr., (referred to previously as Grady L. McCool, Jr., and Grady C. McCool, Jr.), and to correct the name of Grantee Michelle D. Petren-Hill, (referred to previously as Michelle D. Petrene/Hill), given in that certain Corrected Warranty Deed, dated August 19, 1985, and recorded in Book 207, Page 671, in the land records division of the Chancery Clerk's office of Madison County, Mississippi, at Canton, Mississippi. Additionally, this Corrected Warranty Deed more fully defines the estate granted by the Grantors unto the Grantees via that certain original Warranty Deed, recorded in Book 204, Page 632, in the aforesaid Clerk's office.

This conveyance is made subject to a prior reservation of all oil, gas and other minerals, and to any easements or rights of way not of record pertaining to the subject lands.

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

The subject property constitutes no part of the homestead of any of the Grantors herein.

It is understood and agreed that ad valorem taxes upon the subject property for the year 1985, are to be prorated between the parties hereto as of the date of the original Warranty Deed.

WITNESS OUR SIGNATURES this the 15<sup>th</sup> day of November, 1985.

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

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

Gus A. Primos  
Grantor GUS A. PRIMOS, individually

Grantors Address:

Suite 740, Trustmark Building  
Jackson, Mississippi 39205

Grantees Address:

7 Sumac Drive  
Madison, Mississippi 39110

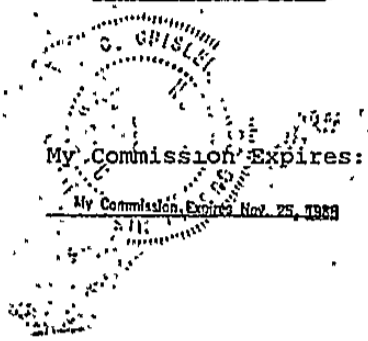
STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GUS A. PRIMOS, who acknowledged to me that he is the Attorney in Fact for Robert C. Travis, Grady McCool, Jr., and W. F. Dearman, Jr., by virtue of that certain Power of Attorney dated October 4, 1984, and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 201, Page 261 thereof, and that he signed and delivered the above and foregoing Corrected Warranty Deed in such capacity, and individually, on the day and year

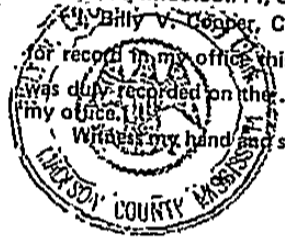
therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 15<sup>th</sup> day  
of November, 1985.



[Signature]  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 15 day of November, 1985, at 12:30 clock P M., and  
was duly recorded on the 15 day of NOV 18 1985, 19....., Book No 210 on Page 131 in  
my office. NOV 18 1985  
Witness my hand and seal of office, this the NOV 18 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 me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, W. T. Temple, do hereby convey and forever warranty, subject to the exceptions and limitations hereinafter contained, unto Y-P HUNTING CLUB, INC., a Mississippi Corporation, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Two acres, more, or less, in Madison County, Mississippi, located South and East of the Natchez Trace Parkway, and situated in the SW 1/4 of NE 1/4, Section 36, Township 10 North, Range 5 East, and being more particularly described as follows, to-wit:

Begin at the SE corner of said SW 1/4 of NE 1/4, and thence run West 842.1 feet to the SE corner of a 2-acre tract owned by Wm. Smith, Jr. and thence run North 418.44 feet to the NE corner of said Smith property and here established the SE corner and POINT OF BEGINNING of the 2 acres being described, thence continue North 418.44 feet to the NE corner of the 2 acres being described, thence run West 209.2 feet to the NW corner of the 2 acres being described, thence run South 418.44 feet to the NW corner of said Smith property, thence run East along North boundary of said Smith property for 209.2 feet to the POINT OF BEGINNING of the 2 acres being described.

THE WARRANTY of this conveyance is subject to the following exceptions and limitations:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1985, and subsequent years.
2. Any interest in oil, gas and other minerals reserved or conveyed by the Grantor's predecessors in title.
3. Rights of way and easements for public roads and utilities.

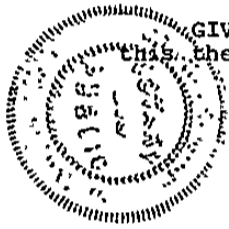
4. Madison County Zoning Ordinance and Subdivision Regulations.

WITNESS MY SIGNATURE On this 15<sup>th</sup> day of November, 1985.

*W. T. Temple*  
W. T. TEMPLE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, W. T. TEMPLE, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein set forth.



GIVEN UNDER MY HAND and official seal of office on this the 15<sup>th</sup> day of November, 1985.

*Kathryn D. Durig*  
Notary Public

(SEAL)

My commission expires:

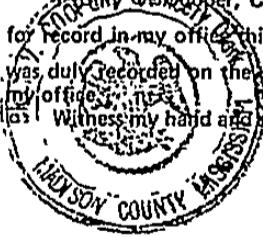
October 4, 1989

Grantor: W. T. Temple  
1578 Lowery Lane  
Jackson, Mississippi 39209

Grantee: Y-P Hunting Club  
5966 Baxter Drive  
Jackson, Mississippi 39211

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 15 day of November, 1985 at 12:15 clock P.M., and was duly recorded on the NOV 18 1985 day of NOV 18 1985 Book No. 210 on Page 135 in my office. Witness my hand and seal of office, this the NOV 18 1985 of 1985.



BILLY V. COOPER, Clerk

By *D. Wright* D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, including the assumption by the Grantee herein of the payment of the unpaid balance of that certain indebtedness to First Magnolia Federal Savings and Loan Association dated January 31, 1983 recorded in Deed of Trust Book 510 at Page 70 in the Records of the Chancery Clerk of Madison County, Mississippi, and assigned to Collateral Investment Company by instrument dated March 8, 1983 and filed for record on March 22, 1983 as recorded in Deed of Trust Book 511 at Page 760 in the Records of the Chancery Clerk of Madison County, Mississippi, such payment to be made in the amounts and at the times specified in the note and subject to the terms, conditions and provisions of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, We, Printice Majors, Jr. and Carolyn Majors, husband and wife, GRANTORS do hereby convey and forever warrant unto Edward C. Smith, GRANTEE, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot 43 on the east side of First Avenue of Firebaugh's First Addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat being here made in aid of and as a part of this description.

Witness our signatures on this the 15 day of November 1985.

Printice Majors, Jr.  
Printice Majors, Jr. being one and the same as Prentice Majors, Jr.

Carolyn Majors  
Carolyn Majors, his wife

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally Appeared before me, the undersigned authority  
in and for said County and State, Printice Majors, Jr. and  
Carolyn Majors, his wife, who acknowledged that they signed  
and delivered the foregoing instrument on the day and year,  
therein mentioned.

Given under my hand and seal this 15<sup>th</sup> day of November  
1985.

Sandra VanBuren  
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 15 day of November, 1985, at 3:30 o'clock P. M., and  
was duly recorded on the 15 day of NOV. 18, 1985, 1985, Book No. 210 on Page 136 in  
my office.



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

BILLY V. COOPER, Clerk

By D. W. Wright, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MOUNT ZION BENEVOLENT SOCIETY, Grantor, does hereby convey and forever warrant unto MADISON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF MISSISSIPPI, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Begin at a point where the north right-of-way of Lutz Street as said north right-of-way line is now laid out and established, 20 feet north of the center line of the existing pavement, (October, 1985), intersects the east right-of-way line of Edwards Street as said east right-of-way line is now laid out and established, 20 feet east of the centerline of the existing pavement, (October, 1985); run thence north 02 degrees 44 minutes east and along the east right-of-way line of said Edwards Street for a distance of 204.0 feet to a point; run thence due east for a distance of 214.1 feet to a point on the south line of Lot 11, Block B, of Canton Heights, an addition to the City of Canton, 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, on Slide No. A-95, reference to which is hereby made in aid of and as a part of this description; continue thence due east and along the south line of said Canton Heights for a distance of 214.0 feet to a point on its west line; run thence south 02 degrees 41 minutes west and along the west line of said Canton Heights for a distance of 204.0 feet to a point on the north right-of-way line of said Lutz Street; run thence due west and along north right-of-way line of said Lutz Street for a distance of 428.3 feet to the point of beginning. 6

The above described parcel of property is situated in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 13, Township 9 North, Range 2 East, Madison County, Mississippi, and contains 2.00 acres 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: 12 mos.; Grantee: 0 mos.

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

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



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

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

WITNESS MY SIGNATURE on this the 12 day of Nov., 1985.

MOUNT ZION BENEVOLENT SOCIETY

By: Rev. Walter L. Johnson  
Rev. Walter L. Johnson, Pastor

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction REV. WALTER L. JOHNSON, who acknowledged to me that he is the Pastor of Mount Zion Benevolent Society, and that as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said corporation, he being first duly authorized so to do.

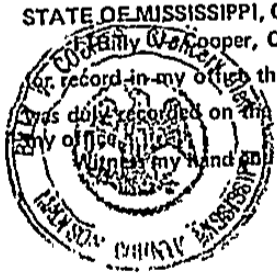
GIVEN UNDER MY HAND and official seal on this the 12 day of Nov., 1985.

K. Qui...  
NOTARY PUBLIC  


MY COMMISSION EXPIRES:

Mar 16, 1987  
DLC/sr

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 15th day of November, 1985, at 4:15 o'clock P. M. and was duly recorded on this 15th day of November, 1985, Book No. 210 on Page 138.  
WITNESS my hand and seal of office, this the NOV 18 1985, 1985.

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

WARRANTY DEED

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For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, HUBERT McDONALD and LEORA McDONALD, husband and wife, and LEWIS McDONALD and VERA McDONALD, husband and wife, do hereby convey and warrant unto JESSIE J. WINTERS and BERNICE WINTERS, as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A tract or parcel of land containing one (1) acre more or less, situated in the SE 1/4 of Section 3, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as commencing at the point of intersection of the North line of the S 1/2 of S 1/2 of SE 1/4 of said Section 3 with the East line of what is commonly known as the Livingston Road, and from said point of intersection run East along the North Line of the S 1/2 of S 1/2 of SE 1/4 of said Section 3 a distance of 1248 feet to a point, thence run South 208 feet to the point of beginning of the parcel here described (said point being the southwest corner of that parcel of land conveyed by Lillian Woodard to Jessie Winters and Bernice Winters by deed dated January 21, 1983, recorded in Land Record Book 185 at Page 281 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), and from said point of BEGINNING run East along the South line of said Winters property 208 feet to the southeast corner of said Winters property; thence run South parallel to the East line of said road a distance of 208 feet; thence run West parallel to the North line of the S 1/2 of S 1/2 of SE 1/4 of said Section 3 a distance of 208 feet; thence run North a distance of 208 feet to the point of beginning of the parcel here described.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1985 which shall be paid by grantors when the same become due and payable.
- (3) Exception of such oil, gas and mineral rights as may now be outstanding of record.

WITNESS our signatures this the 18<sup>th</sup> day of November, 1985.

Hubert McDonald  
Hubert McDonald

Leora McDonald  
Leora McDonald

Lewis McDonald  
Lewis McDonald

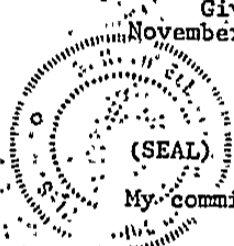
Vera McDonald  
Vera McDonald

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Given under my hand and official seal this the 18<sup>th</sup> day of November, 1985.



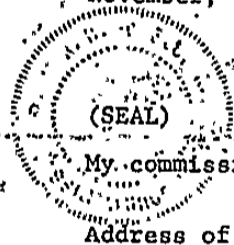
Notary Public  
Notary Public

(SEAL)  
My commission expires: 5/31/89

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Given under my hand and official seal this the 18<sup>th</sup> day of November, 1985.



Notary Public  
Notary Public

(SEAL)  
My commission expires: 5/31/89

Address of Grantors: Route 1, Box 223, Madison, Mississippi 39110

Address of Grantee(s): 3512 Fort Street, Jackson, Mississippi 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 18 day of November, 1985, at 9:00 o'clock a M., and was duly recorded on the 18 day of November, 1985, Book No. 210 on Page 142 in my office at Jackson, Mississippi, this the 18 day of November, 1985.

Billy V. Cooper, Clerk  
By B. Wright, D.C.

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QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Shelia De Money, who resides at 296 Pecan Creek Drive, Madison, Mississippi 39110, does hereby grant, bargain, sell, remise, release and forever quitclaim unto Billy J. Hines and Shelia W. Hines, as joint tenants with full rights of survivorship and not as tenants in common, who reside at 296 Pecan Creek Drive, Madison, Mississippi 39110, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot 17, PECAN CREEK SUBDIVISION, PART II, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet A at Slide 171, reference to which is hereby made in aid of and as a part of this description.

WITNESS THE SIGNATURE OF THE GRANTOR herein, this the <sup>11</sup>30th day of ~~September~~ <sup>November</sup>, 1985.

Shelia DeMoney AKA Shelia Hines  
Shelia De Money

STATE OF MISSISSIPPI  
COUNTY OF Hinds

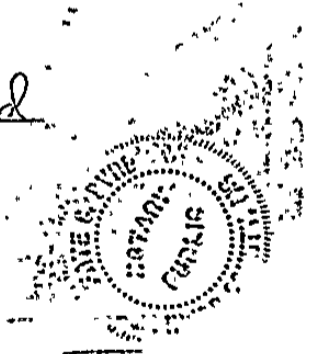
PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named Shelia De Money, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as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

GIVEN under my hand and official seal this the <sup>11th</sup>30th day of ~~September~~ <sup>November</sup>, 1985.

Faye C. Boyd  
NOTARY PUBLIC

My commission expires:

My Commission Expires December 22, 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 18th day of November, 1985, at 9:00 o'clock P.M., and was duly recorded on the 19th day of November, 1985, Book No. 210 on Page 142.



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

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WARRANTY DEED WITH ASSUMPTION

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, and for the further consideration on the part of the Grantees herein of the assumption of that certain indebtedness on the hereinafter described property secured by a first deed of trust executed by Billy H. Hines and Sheila W. Hines to Howard H. Anderson, Trustee for Mortgage Associates, Inc., dated February 2, 1985, filed on March 1, 1985, at 11:45 A. M. and recorded in Book 553 at Page 302 in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi; which was subsequently assigned to Troy & Nichols, Inc. by instrument dated February 22, 1985, filed on March 25, 1985, at 9:00 A. M. and recorded in Book 555 at Page 31 in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, we, Billy H. Hines and wife, Sheila W. Hines, (also known as Sheila De Money) do hereby grant, bargain, sell and convey unto William C. Lewis and Sherry Lynn Lewis as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, State of Mississippi, to-wit:

Lot 17, Pecan Creek Subdivision, Part II, a subdivision according to a map or plat thereof which is on file and of record in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet A, Slide 171, reference to which is hereby made in aid of and as a part of this description.

There is excepted from the warranty herein all prior reservations of oil, gas and other minerals.

This conveyance is subject to all building restrictions, restrictive covenants and easements of record.

The Grantors do hereby assign, set over and deliver unto the Grantees any and all escrow funds held by the beneficiaries under the aforesaid deed of trust.

WITNESS OUR SIGNATURES on this, the 11<sup>th</sup> day of November, 1985.

Billy H. Hines  
BILLY H. HINES

Sheila W. Hines  
SHEILA W. HINES

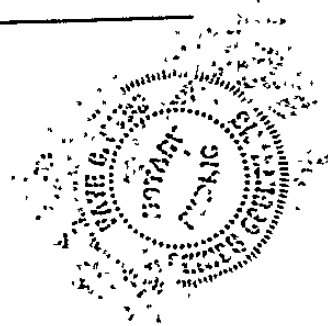
STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally came and appeared before me, the undersigned, authority in and for the jurisdiction aforesaid, the within named BILLY H. HINES and SHEILA W. HINES, who acknowledged that they signed and delivered the above and foregoing Warranty Deed with Assumption on the day and in the year mentioned therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this, the 11<sup>th</sup> day of November, 1985.

Faye C. Beard  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires December 22, 1986



GRANTORS' ADDRESS:  
BOX 752  
Ridgeland, Mississippi

GRANTEES' ADDRESS:  
296 Pecan Creek Drive  
Madison, Mississippi

DEED PREPARED BY:  
MARC E. BRAND  
HOBBS AND BRAND  
P. O. BOX 1467  
JACKSON, MISS. 39205

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 11 day of November, 1985 at 8:50 o'clock PM, and was duly recorded on the 11 day of NOV 24 1985, 1985, Book No. 210 on Page 144  
Witness my hand and seal of office, this the 11 day of NOV 24 1985, 1985.



BILLY V. COOPER, Clerk

By F. Wright, D.C.

WARRANTY DEED BOOK 210 PAGE 145

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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, J.F.P. & CO., INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto WILLIAM R. CURRIN and wife, NOEL W. CURRIN, as joint tenants with full rights of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 129, POST OAK PLACE III-B, a subdivision platted and recorded in Cabinet Slide B-Slot 80, in the Chancery Clerk's office of Madison County, Mississippi.

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

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

WITNESS THE SIGNATURE of the Grantor, this the 14th day of November, 1985.

J.F.P. & CO., INC.

BY:   
J. Frank Pucylowski, Pres.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, J. FRANK PUCYLOWSKI, President of J.F.P. & CO., INC., a Mississippi corporation, and that for and on behalf of and by authority of said corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned for the intent and purpose therein expressed.

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Given under my hand and seal of office, this the 14th day of November, 1985.

*J.B. Smith*  
NOTARY PUBLIC

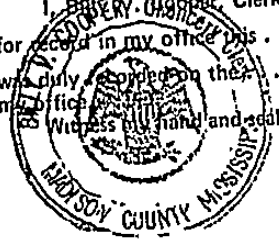


MY COMMISSION EXPIRES:

- My Commission Expires Jan 4 1987

STATE OF MISSISSIPPI, County of Madison:

I, BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 14 day of November, 1985, at 9:00 o'clock P.M., and was duly recorded on this 14 day of November, 1985, Book No. 210 on Page 145 in my office. Witness my hand and seal of office, this the 14th day of November, 1985.



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



WARRANTY DEED

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9427

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, ANNANDALE CONSTRUCTION, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JAMES HAROLD RULE and wife, LETTYE ANN RULE, as joint tenants with full rights of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:


Lot 86, POST OAK PLACE III-A, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B, Slot 78, reference to which map or plat is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor, this the 14th day of November, 1985.

ANNANDALE CONSTRUCTION, INC.

BY:  Pres.  
James Ellington, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, JAMES ELLINGTON, President of Annandale Construction, Inc., a Mississippi corporation, and that for and on behalf of and by authority of said corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned for the intent and purpose therein expressed.

BOOK 210 PAGE 148

Given under my hand and seal of office, this the 14th day of November, 1985.

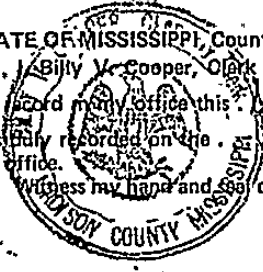
*[Signature]*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
My Commission Expires Jan. 4, 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 14 day of November, 1985, at 9:00 o'clock A.M., and was duly recorded on the 14 day of NOV 24 1985, 19....., Book No. 210 on Page 147 in my office.



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

BILLY V. COOPER, Clerk

By *[Signature]*, D.C.

WARRANTY DEED

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9436

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, James Harkins Builder, Inc., a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto David Lyle and wife, Kimberly Lyle, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

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

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

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

WITNESS THE SIGNATURE of the Grantor, this the 15th day of November, 1985.

*[Handwritten Signature]*  
James Harkins Builder, 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 James Harkins who acknowledged to me that he is the President of James Harkins Builder, 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 15th day of November, 1985.

My Commission Expires:  
*[Notary Seal]*

*[Handwritten Signature]*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of November, 1985, at 8:50 o'clock P.M., and was duly recorded on the 20 day of NOV 20 1985, 1985, Book No. 210 on Page 149 in my office.

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

*[Notary Seal]*  
BILLY V. COOPER, Clerk

BILLY V. COOPER, Clerk

By *[Handwritten Signature]* D.C.

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BOOK 210 PAGE 150

WARRANTY DEED

9442

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, CHARLES WALLACE IVY and FRANCES LAVERNE IVY, husband and wife, do hereby convey and warrant unto HUGH KENNETH WILSON and NANCY CLARA WILSON, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

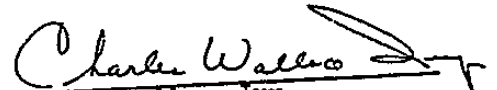
A lot or parcel of land fronting 245.2 feet on the north side of Robinson Road, lying and being situated in the NE $\frac{1}{4}$  of Section 22, Township 8 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows, to-wit:

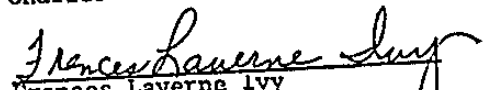
Commencing at Natchez Trace Parkway Monument P-270, as shown on the recorded plat in the Chancery Clerk's Office of Madison County, Mississippi, and run thence North 35 degrees 49 minutes West for 149.3 feet to a point, thence North 54 degrees 11 minutes East for 724.1 feet to the point of beginning of the property herein described; and from said point of beginning run thence North 54 degrees 11 minutes East for 144 feet to a point on the west fence line of the Galloway property; run thence South 35 degrees 49 minutes East along said fence line and extension thereof for 254.5 feet to a point on the north margin of Robinson Road; run thence South 59 degrees 59 minutes West along the north margin of said road for 245.2 feet to a point; run thence North 35 degrees 49 minutes West for 229.7 feet to a point; run thence North 54 degrees 11 minutes East for 100 feet to the point of beginning.

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

1. Taxes for 1985 which shall be prorated as of the date of this conveyance.
2. Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi; and
3. Rights-of-way, easements and outstanding mineral interests of record, if any.

WITNESS our signatures, this the 31<sup>st</sup> day of July, 1985.

  
Charles Wallace Ivy

  
Frances Laverne Ivy

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named CHARLES WALLACE IVY and FRANCES LAVERNE IVY who each acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

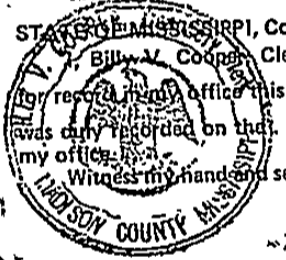
Given under my hand and official seal this the 31<sup>st</sup> day of July, 1985.

Dulcinea J. Doherty  
Notary Public

BOOK 210 PAGE 151

(SEAL)  
My commission expires:  
My Commission Expires Oct. 19, 1983

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of November, 1985, at 9:30 o'clock am M., and was duly recorded on that NOV. 24 1985 day of NOV. 24 1985, 1985, Book No 210 on Page 151 in my office.  
Witness my hand and seal of office, this the NOV. 20 1985 day of NOV. 20 1985, 1985.  
BILLY V. COOPER, Clerk  
By B. V. Cooper, D.C.



QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, MRS. MARION WALKER AKA MRS. JESSIE WALKER AKA JESSIE G. WALKER, Route 1, Box 156, Madison, Mississippi, 39110, do hereby sell, convey and quitclaim unto MARTHA B. ADAMS, 328 Bounds, Jackson, Mississippi, 39206, the following described property lying in and being situated in the E $\frac{1}{2}$  of Section 15, T8N, R2E, Madison County, Mississippi lying West of the I.C. Railroad and more particularly described as follows:

Commence at an iron pin on the North margin of a county public road marking the SW corner of the Arthur L. Simpson tract, said pin is 1423.5 feet South and 1296.4 feet West of the NE corner of Section 15, T8N, R2E, Madison County, Mississippi and run thence S 52 degrees 21 minutes W 74.4 feet across said county public road to an iron pin on the South margin of said county public road; thence 84 degrees 33 minutes E 265.6 feet along a fence line on said South margin of a county public road to a point; thence N 84 degrees 41 minutes E 34.4 feet to an iron pin; thence N 84 degrees 41 minutes E 165.6 feet along said fence line on the South margin of said county public road to a point; thence N 85 degrees 12 minutes E 44.4 feet to an iron pin, the point of beginning; thence N 85 degrees 12 minutes E 148.6 along said fence line on the South margin of said county public road to a point; thence N 86 degrees 32 minutes E 26.7 feet to a point on the West ROW line of the I.C. Railroad; thence S 17 degrees 42 minutes W 225.9 feet along said West ROW line of the I.C. Railroad to a point thence S 18 degrees 17 minutes W 400.0 feet along said ROW line to a point; thence S 18 degrees 14 minutes W 82.0 feet along said West ROW line to an iron pin; thence N 03 degrees 55 minutes E 660.4 feet to the point of beginning, containing 1.3 acres, more or less.

ALSO:

The following described parcel of land lying and being situated entirely within the SW 1/4 of Section 11, T8N, R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at a concrete monument marking the southwest corner of Section 11, T8N, R2E, Madison County, Mississippi; proceed thence North 89 degrees 44 minutes 29 seconds East for 1292.25 feet to the west right-of-way line of U. S. Highway No. 51; thence North 23 degrees 46 minutes 49 seconds East for 445.07 feet along said west right-of-way line to the southeast corner and the POINT OF BEGINNING of the parcel hereinafter described; thence continue North 23 degrees 46 minutes 49 seconds East for 213.00 feet along west right-of-way line; thence North 68 degrees 12 minutes 12 seconds West for 205.16 feet; thence South 22 degrees 43 minutes 51 seconds West for 217.25 feet; thence South 69 degrees 23 minutes 44 seconds East for 12.00 feet; thence South 69 degrees 22 minutes 58 seconds East for 189.37 feet to the aforesaid POINT OF BEGINNING, containing 1.00 acre, more or less.

ALSO:

13 acres more or less lying South of R. L. Arender property and West of I. C. Railroad being all the remainder of the Marion Walker property located in Section 15, T8N, R2E, Madison County, Mississippi, whether properly described herein or not.

WITNESS MY SIGNATURE this the 13 day of Nov, 1985.

Mrs. Marion Walker  
MRS. MARION WALKER, BEING THE  
SAME PERSON AS:

Mrs. Jessie Walker  
MRS. JESSIE WALKER, BEING THE  
SAME PERSON AS:

Jessie G. Walker  
JESSIE G. WALKER

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within

MRS. MARION WALKER, AKA MRS. JESSIE WALKER AKA JESSIE G. WALKER, who, acknowledges that she signed and delivered the above and foregoing Quitclaim Deed on the date therein mentioned.

*Jane H Henderson*  
NOTARY PUBLIC

My Commission Expires:

~~December 1, 1985~~



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of November, 1985, at 11:00 o'clock *a*. M., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 19....., Book No. 210 On Page 154a



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



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BOOK 210 PAGE 155

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, SYLVIA M. LANE, do hereby convey and quitclaim unto RONALD L. LANE all of my right, title and interest in and to the following described property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to wit:

Lot Eleven (11) Natchez Trace Village, Part III, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 at page 22, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE on this the 14<sup>th</sup> day of November, 1985.

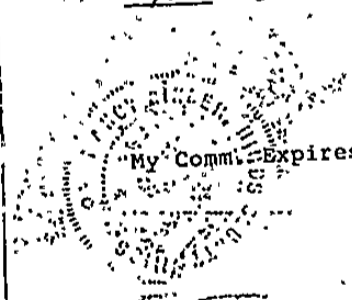
*Sylvia M. Lane*  
SYLVIA M. LANE

STATE OF MISSISSIPPI  
COUNTY OF HINDS:::::

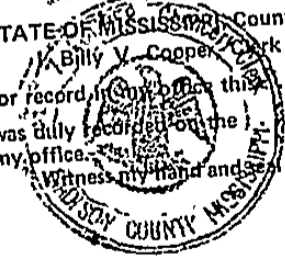
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid and while within my official jurisdiction, the within named Sylvia M. Lane, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed as her voluntary act and deed, for the purposes therein stated, on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14 day of November, 1985.

*Nancy Boiden*  
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 14 day of November, 1985, at 12:25 o'clock P.M., and was duly recorded on the 14 day of November, 1985, Book No. 210 on Page 155 in my office. Witness my hand and seal of office, this the 14 day of November, 1985.  
BILLY V. COOPER, Clerk  
By N. Wright, D.C.



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BOOK 210 PAGE 156

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, SYLVIA M. LANE, do hereby convey and quitclaim unto RONALD L. LANE all of my right, title and interest in and to the following described property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to wit:

Lot NINE (9), Natchez Trace Village, Part 3, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 at page 22, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE on this the 14<sup>th</sup> day of November, 1985.

Sylvia M. Lane  
SYLVIA M. LANE

STATE OF MISSISSIPPI  
COUNTY OF HINDS: ::::

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid and while within my official jurisdiction, the within named Sylvia M. Lane, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed as her voluntary act and deed, for the purposes therein stated, on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14 day of November, 1985.

Mary Bridges  
NOTARY PUBLIC

My Comm. Expires: 7/17/89

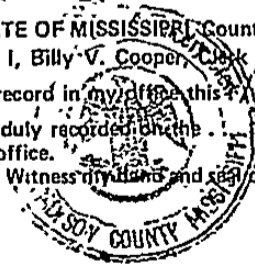
STATE OF MISSISSIPPI County of Madison:

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 14 day of November 1985, at 11:20 clock A.M., and was duly recorded in the 14 day of NOV 20 1985, Book No. 210 on Page 156 in my office.

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

BILLY V. COOPER, Clerk

By B. Wright, D.C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

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QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, BETTY C. BEARD, Grantor, do hereby convey and quitclaim unto C. D. BEARD, JR., Grantee, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Two (2) acres in the form of a square and being the site of the Grantor's residence situated upon 20 acres, more or less, in the Northeast corner of the W $\frac{1}{2}$  of SE $\frac{1}{4}$  lying North and East of Pearl River Church Road in Section 1, Township 8 North, Range 2 East, Madison County, Mississippi.

The Grantor intends to convey that certain two (2) acre tract reserved by her in that certain Warranty Deed dated September 11, 1972, and recorded in Deed Book 128 at page 523 in the Office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this the 30<sup>th</sup> day of Sept, 1985.

Betty C. Beard  
BETTY C. BEARD

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BETTY C. BEARD, who acknowledged to me that she did sign and deliver the foregoing instrument, on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal this the 30<sup>th</sup> day of September, 1985..

Patsy L. Beard  
NOTARY PUBLIC

My Commission Expires:

July 13, 1986

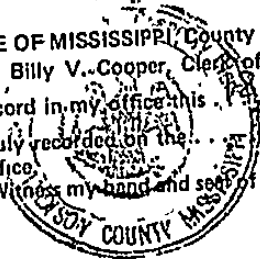
STATE OF MISSISSIPPI, County of Madison:

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 November day of 1985, at 2:00 clock P. M., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 19....., Book No. 21 on Page 157 in my office.

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

BILLY V. COOPER, Clerk

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



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STATE OF MISSISSIPPI  
COUNTY OF MADISON

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, C. D. BEARD, JR., Grantor, do hereby convey and quitclaim unto C. D. BEARD, JR., and wife, PATSY R. BEARD, as joint tenants with the right of survivorship and not as tenants in common, Grantees, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Two (2) acres in the form of a square and being the site of the Grantor's residence situated upon 20 acres, more or less, in the Northeast corner of the W $\frac{1}{2}$  of SE $\frac{1}{4}$  lying North and East of Pearl River Church Road in Section 1, Township 8 North, Range 2 East, Madison County, Mississippi.

The Grantor intends to convey that certain two (2) acre tract reserved by Betty C. Beard in that certain Warranty Deed dated September 11, 1972, and recorded in Deed Book 128 at page 523 in the Office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this the 13th day of November, 1985.

C. D. Beard Jr  
C. D. BEARD, JR.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, C. D. BEARD, JR., who acknowledged to me that he did sign and deliver the foregoing instrument on the day and year therein mentioned.

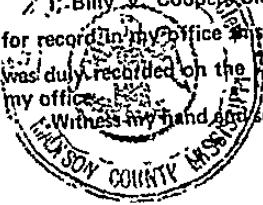
GIVEN UNDER MY HAND and official seal this the 13th day of November, 1985.

Janice A. Sullivan  
NOTARY PUBLIC

My Commission Expires:  
Aug. 19, 1987

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 18 day of November, 1985, at 2:00 o'clock P. M., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 19..... Book No. 210 on Page 158 in my office.



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

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, EVERETTE J. FISHER and ELMA P. FISHER, Grantors, do hereby convey and forever warrant unto JAMES LARRY EUBANKS and wife, PEGGY T. EUBANKS, as joint tenants with full rights of survivorship and not as tenants in common; Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:


Lot 29, Lake Lorman, 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 4 at page 30, reference to which is hereby made in aid of and as a part of this description.

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 of the date hereof.
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. Restrictive Covenants of Lake Lorman Subdivision.
4. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
5. Rights-of-way and easements for roads, power lines, and other utilities.

WITNESS OUR SIGNATURES on this the 15<sup>th</sup> day of November, 1985.

  
EVERETTE J. FISHER

  
ELMA P. FISHER

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named EVERETTE J. FISHER and ELMA P. FISHER, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 15<sup>th</sup> day of

November, 1985.

*[Signature]*  
NOTARY PUBLIC

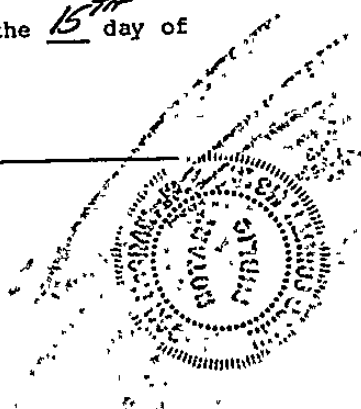
MY COMMISSION EXPIRES:

1-19-87

Grantor:

Grantee:

DM/pf



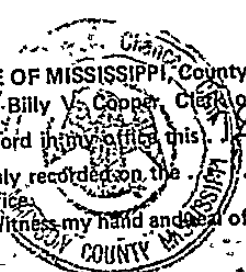
STATE OF MISSISSIPPI, County of Madison:

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 November 20 day of 1985, at 4:15 o'clock p. M., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 19....., Book No 21 on Page 159. in my office.

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

BILLY V. COOPER, Clerk

By N. 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, WE, TRUSTEES OF CENTER TERRACE BAPTIST CHURCH OF CANTON, MISSISSIPPI, AND OUR SUCCESSORS IN OFFICE, ALBERT MORGAN, CALVIN MORGAN, CODY M. CANOY, W. H. RHODES, EDWARD A. PERRY, and JAMES LYNCH, Grantors, do hereby convey and forever warrant unto RAIFORD DUKE PHILLIPS, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lots 21, 22, 23, and 24 of Block "A", Winterhaven Subdivision in the City of Canton, Madison County, Mississippi, according to the Plat on file in Plat Book 2 at page 5, in the records 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 Canton and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: \_\_\_\_\_; Grantee: \_\_\_\_\_.
2. City of Canton, Mississippi, Zoning Ordinance.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines, and other utilities.

WITNESS OUR SIGNATURES on this the 18<sup>th</sup> day of November 1985.

Albert Morgan  
ALBERT MORGAN, TRUSTEE

Calvin Morgan  
CALVIN MORGAN, TRUSTEE

Cody M. Canoy  
CODY M. CANOY, TRUSTEE

W. H. Rhodes  
W. H. RHODES, TRUSTEE

Edward A. Perry  
EDWARD A. PERRY, TRUSTEE

James Lynch  
JAMES LYNCH, TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ALBERT MORGAN, 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 18<sup>th</sup> day of November, 1985.

C. Gayle Shoemaker Canoy  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires October 21, 1986

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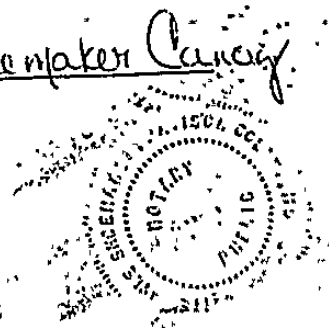
STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named CALVIN MORGAN, 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 18<sup>th</sup> day of November, 1985.

C. Gayle Shoemaker Canoy  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires October 21, 1985





STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named CODY H. CANOY, 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 18<sup>th</sup> day of November, 1985.

*C. Gayle Shoemaker Canoy*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires October 21, 1986

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named W. H. RHODES, 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 17<sup>th</sup> day of November, 1985.

*C. Gayle Shoemaker Canoy*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires October 21, 1986

\*\*\*

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named EDWARDS A. PERRY, 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 18<sup>th</sup> day of

November, 1985.

C. Paul Shoemaker Caug  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires October 21, 1986

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STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES LYNCH, 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 18<sup>th</sup> day of

November, 1985.

C. Paul Shoemaker Caug  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires October 21, 1986

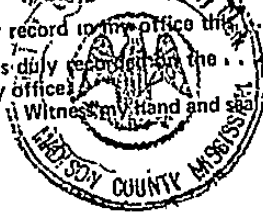
Grantor:  
500 E. Peace  
Canton, MS 39046

Grantee:  
1435 Sunset Drive  
Canton, MS 39046

RLR/pf

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of November, 1985, at 4:15 o'clock P.M., and was duly recorded in the NOV 20 1985, 19....., Book No 210, on Page 163, in my office.



Witness my Hand and seal of office, this the NOV 20 1985, 19.....

BILLY V. COOPER, Clerk

By n. Wright, D.C.

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, TERRI C. PREWITT, Grantor, do hereby remise, release, convey and forever quitclaim unto JOHN W. PREWITT, JR., Grantee, all of my right, title and interest in and to the following described real property situated in Madison County, Mississippi, to wit:

The following described property containing 12.1 acres, more or less, lying and being situated in the NE1/4 SW1/4 and NW1/4 SE1/4 of Section 14, Township 9 North, Range 4 East, Madison County, Mississippi, more particularly described as follows, to wit:

Commencing at a concrete monument representing the NW corner of the E1/2 SW1/4 of said Section 14 and run N89°55'E along the north line of said SW1/4 for 1232.1 feet to a concrete monument at the NW corner and point of beginning of the property herein described; thence from said P.O.B. run South for 616 feet to a point on the north margin of a proposed road; thence N71°00'E along the north margin of said proposed road for 253 feet to a point; thence N88°00'E along the north margin of said proposed road for 220 feet to a point; thence East along the north margin of said proposed road for 400 feet to a point; thence N 85°00'E along the north margin of said proposed road for 122 feet to a point; thence North 516.7 feet to a point on the north line of the S1/2 of said Section 14, thence S89°55'W along the north line of said S1/2 for 980.6 feet to the point of beginning.

The Grantee herein agrees to assume all outstanding indebtedness against the subject property.

All of my interest in insurance policies and escrow accounts held in connection with the above described property are likewise transferred and assigned to the Grantee herein.

WITNESS MY SIGNATURE on this the 22<sup>nd</sup> day of NOVEMBER, 1985.

TERRI C. PREWITT  
TERRI C. PREWITT

STATE OF LOUISIANA

PARISH OF WEBSTER

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 12th day of November, 1985.

*Frances S. Gore*  
NOTARY PUBLIC  
Frances S. Gore



MY COMMISSION EXPIRES:  
At Death

Grantor:

Grantee:

LSV/sr  
5127/7470

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of November, 1985, at 4:15 o'clock P.M., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 19....., Book No. 210 on Page 165 in my office. Witness my hand and seal of office, this the NOV 20 1985 of NOV 20 1985, 19.....



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

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BOOK 210 PAGE 167

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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, I, BEATRICE L. SIMS, Grantor, do hereby convey and warrant unto JOHNNIE SIMS and wife, LOTTIE SIMS, as joint tenants with the right of survivorship and not as tenants in common, Grantees, an undivided one-half (1/2) interest in and to the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 70 feet on the east side of Frost Street, and being a part of Lot 12, Couch & Yergain's Addition to the City of Canton, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the south line of Lutz Avenue with the west line of Frost Street, according to the 1961 Official Map of the City of Canton, and run South along the West line of Frost Street for 35 feet to a point; thence turn left an angle of 90° 00' and run 50 feet to a point on the East line of Frost Street and the point of beginning of the property herein described; thence turn left an angle of 91° 10' and run along the East line of Frost Street for 70 feet to a point; thence turn right an angle of 91° 10' and run 145 feet to a point; thence turn right an angle of 88° 50' and run 70 feet to a point; thence turn right an angle of 91° 10' and run 145 feet to the point of beginning.

FOR THE SAME CONSIDERATION the Grantor does hereby sell, assign and convey unto said Grantees all of the furniture, appliances, fixtures and furnishings owned by Garland P. Sims at the time of this death and situated in the residence located upon the above described property, the same having the street address of 396 Frost Street, Canton, Mississippi.

The Grantor is the sole and only devisee and legatee under the Last Will and Testament of Garland P. Sims, deceased, and Grantor has filed a Petition in Civil Action File No. 27-506 on the Docket of the Chancery Court of Madison County, Mississippi,

to have said will admitted to probate as a muniment of title, but no order has yet been entered in said action.

It is the intention of the Grantor to convey and for the consideration above set forth, she does hereby convey all of her interest in and to the above described real and personal property which she inherited under the Will of Garland P. Sims, deceased.

WITNESS MY SIGNATURE, this the 12th day of ~~October~~ November, 1985,

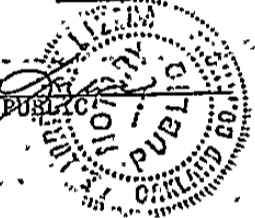
*Beatrice L. Sims*  
BEATRICE L. SIMS

STATE OF MICHIGAN

COUNTY OF OAKLAND

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, BEATRICE L. SIMS, who acknowledged to me that she did sign and deliver the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal this the 12th day of ~~October~~ November, 1985.

*B. J. ...*  
NOTARY PUBLIC  


My Commission Expires:

October 19, 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 18 day of November 1985, at 4:15 o'clock p.m., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 1985, Book No. 210 on Page 167 in my office.

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

BILLY V. COOPER, Clerk

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



QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10:00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DAVID LEE CHILDRESS and LINDA FAYE CHILDRESS, Grantors, do hereby remise, release, convey and forever quitclaim unto DAVID LEE CHILDRESS, Grantee all of their estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

Commence at a point 252 feet South of the NE corner of the NE corner of SE1/4 of Section 18, Township 8 North, Range 1 West, run thence South 67 degrees 45 minutes West a distance of 451 feet; thence run North 78 degrees 30 minutes West a distance of 145 feet to the South right-of-way line of Mississippi State Highway 22; thence through an angle of 122 degrees 15 minutes right run a distance of 68.7 feet; thence through an angle of 97 degrees 30 minutes left run a distance of 10 feet; thence through an angle of 90 degrees 00 minutes right run a distance of 113.5 feet to the point of beginning of this survey; thence turn an interior angle of 109 degrees 43 minutes and run 240.9 feet to a point thence turn an interior angle of 90 degrees 00 minutes and run 149.0 feet to a point; thence turn an interior angle of 90 degrees 00 minutes and run 294.0 feet to a point on the South right-of-way line of State Highway 22; thence turn an interior angle of 70 degrees 17 minutes and run along the South right-of-way of said Highway 22 a distance of 158.3 feet to the point of beginning.

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

David Lee Childress  
DAVID LEE CHILDRESS

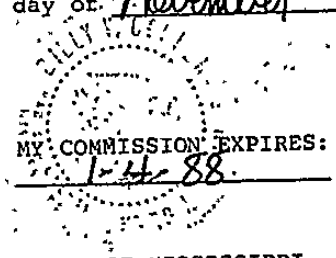
Linda Faye Childress  
LINDA FAYE CHILDRESS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named DAVID LEE CHILDRESS, who stated and acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the

purposes as therein stated.

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



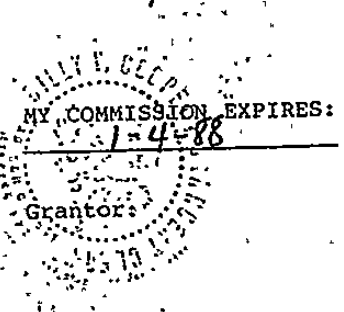
Billy V. Cooper, Chancery Clerk  
NOTARY PUBLIC  
By: K Gregory, D.C.

\*\*\*\*

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

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



Billy V. Cooper, Chancery Clerk  
NOTARY PUBLIC  
By: K Gregory D.C.

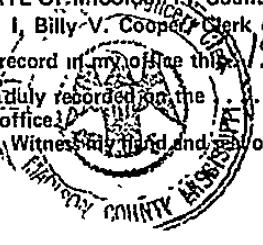
Grantee:

LSV/sr

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 19 day of November, 1985, at 8:15 o'clock a M., and  
was duly recorded on the NOV 20 1985 day of NOV 20 1985, 1985, Book No 210 on Page 169 in  
my office. NOV 20 1985

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



BILLY V. COOPER, Clerk

By: K. Wright, D.C.



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, We, the undersigned ROBERT W. HORN and wife, MARJORIE B. HORN, do hereby bargain, sell, convey and warrant unto JAMES MICHAEL COX and wife, BETHANY H. COX, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Being part of Lot 3, Block 9, Highland Colony, Madison County, Mississippi, according to a plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, in Plat Book 1 at Page 6.

Commencing at the Southeast corner of said Lot 3, Block 9, and run North along the East line of said Lot 3 a distance of 460.0 feet to the point of beginning of the property herein described; thence West for a distance of 125.0 feet; thence North a distance of 200.0 feet to the North right-of-way of a 20 foot right-of-way, not developed; thence East along the said North right-of-way and an old fence line a distance of 125.0 feet to a fence corner; thence South along the said East line of Lot 3, Block 9, for a distance of 200 feet to the point of beginning.

AND ALSO:

30 FOOT INGRESS AND EGRESS EASEMENT FOR MIKE COX

Being part of Lot 3, Block 9, Highland Colony, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:

Commencing at the Southeast corner of Lot 3, Block 9, Highland Colony, and run North along the East line of said Lot 3 a distance of 460.0 feet to the Southeast corner of the Mike Cox property; thence West along the South line of the Cox property a distance of 110 feet to the point of beginning of the said 30 foot ingress and egress easement; thence the following bearings and distance along the centerline of an existing drive and the centerline of the 30 foot easement being 15 feet left and 15 feet right of said centerline; thence South 08 degrees 59 minutes West a distance of 96.1 feet; thence South 73 degrees 17 minutes West a distance of 127.1 feet; thence South 51 degrees 14 minutes West a distance of 99.7 feet; thence South 64 degrees 43 minutes West a distance of 108.1 feet; thence South 11 degrees 11 minutes West a distance of 51.1 feet; thence South 02 degrees 18 minutes East a

distance of 98.9 feet to the point of curvature of a curve bearing to the right having a radius of 72.3 feet; thence South 48 degrees 12 minutes West along the chord of said curve a chord distance of 81.5 feet to the point of tangency of said curve; thence leaving said centerline, run West along the said centerline of the said 30 foot easement, being 15 feet Northerly of and parallel with the South line of said Lot 3, for a distance of 171.9 feet to the centerline of Wheatley Street and the point of terminus of said easement.

THERE IS EXCEPTED from the Warranty of this conveyance any prior reservation or conveyance of oil, gas or other minerals by predecessors in title.

THIS CONVEYANCE IS made subject to all applicable buildings restrictions, restrictive covenants, easements, rights-of-way, and servitudes of record pertaining to the subject property.

GRANTEES HEREIN BY acceptance of this conveyance assume and agree to pay all ad valorem taxes for the year 1986 and subsequent years.

WITNESS OUR SIGNATURES on this the 14th day of November, 1985.

GRANTOR/GRANTEES:  
P.O. Box 370  
Hidolandy, Ms. 39158


*Robert W. Horn*  
ROBERT W. HORN

*Marjorie B. Horn*  
MARJORIE B. HORN

STATE OF MISSISSIPPI }  
COUNTY OF MADISON }

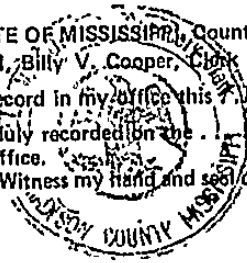
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT W. HORN and wife, MARJORIE B. HORN, who each acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 14th day of November, 1985.

*Selena C. Calkley*  
NOTARY PUBLIC  


My Commission Expires:  
My Commission Expires July 1, 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 19th day of November, 1985, at 3:35 P.M., and was duly recorded on the 20th day of NOV. 20 1985, 1985, Book No. 210 on Page 171 in my office.  
Witness my hand and seal of office, this the 20th day of NOV 20 1985, 1985.



BILLY V. COOPER, Clerk

By *B. Wright*, D.C.

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

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

Lot #1, SANDALWOOD SUBDIVISION, Part Five, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, in Cabinet B, Slide 74, reference to which is hereby made in aid of and as a part of this description.

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

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

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

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

WITNESS OUR SIGNATURES this the 13 day of November 1985.

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

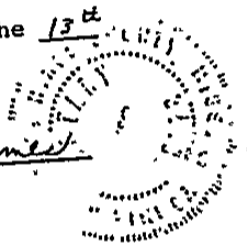
BY: Gus A. Primos  
GUS A. PRIMOS, Their  
Attorney in Fact  
Gus A. Primos  
GUS A. PRIMOS.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 13<sup>th</sup>  
day of November, 1985.

Jamie R. James  
NOTARY PUBLIC

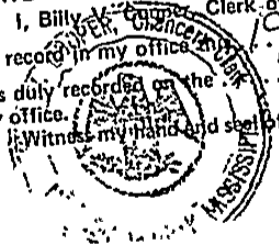


My Commission Expires:  
7-30-85

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

GRANTEE(S):  
Thomas M. Harkins  
Thomas M. Harkins Builders, Inc.  
327 Meadow Creek Place  
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 on the 19 day of November, 1985 at 9:00 o'clock A. M., and  
was duly recorded on the 19 day of NOV-20 1985, 1985, Book No. 210, on Page 123 in  
my office. Witness my hand and seal of office, this the 20 day of NOV 20 1985, 1985.  
BILLY V. COOPER, Clerk  
By B. Wright, D.C.



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WARRANTY DEED BOOK 210 PAGE 175

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 Darrell Blaylock and wife, Nancy Blaylock, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Eighty (80), 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 Slide B-78, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor, this the 15th day of November, 1985.

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

Corporation  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

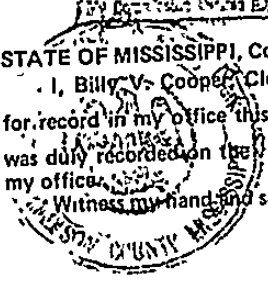
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas M. Harkins, Jr. who acknowledged to me that he is the President of First Mark Homes, Inc., a Mississippi Corporation, and that he, as such President, signed and delivered the above 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 15th day of November, 1985.

*E. ...*  
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of November, 1985, at 9:00 o'clock A.M., and was duly recorded on the 19 day of NOV 20 1985, 19... Book No. 210 on Page 175 in my office.  
Witness my hand and seal of office, this the ... of ... 19...  
BILLY V. COOPER, Clerk  
By *B. Wright* D.C.



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, valuable and legal considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned STODDARD ENTERPRISES, INC., a Mississippi corporation, does hereby sell, convey and warrant unto MICHAEL C. STODDARD, DON E. ALSTON, JR., JAMES C. STODDARD and JOHN R. LEE, JR., as tenants in common, the following described property situated in Madison County, State of Mississippi, to-wit:

A 25.0 acre, more or less, parcel being situated in the NW 1/4 of SECTION 11, T7N, R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the Southeast corner of the NW 1/4 of NW 1/4 of said SECTION 11, said point being marked by a concrete marker, run thence N 00 degrees 18' 07" W - 465.79 feet to the POINT OF BEGINNING; run thence S 89 degrees 43' 01" W - 1285.04 feet to a point on the easterly right of way of OLD CANTON ROAD; run thence N 00 degrees 51' 23" E along said road a distance of 855.69 feet to a concrete marker; run thence S 89 degrees 55' 45" E - 1267.74 feet to a concrete marker; run thence S 00 degrees 18' 07" E - 850.83 feet to the POINT OF BEGINNING.

This conveyance is made subject to and there is excepted from the warranty hereinabove contained any and all easements, right of way, and mineral conveyance or reservations, and restrictive or protective covenants of record pertaining to and effecting the above described property.

The grantor further conveys this property subject to those indebtednesses evidenced by Deeds of Trust filed for record in the Office of the Chancery Clerk of Madison County, Mississippi.

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

WITNESS MY SIGNATURE on this, the 9<sup>th</sup> day of November, 1985.

STODDARD ENTERPRISES, INC.

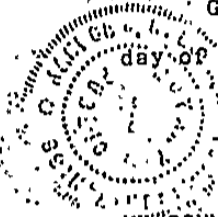
BY:   
MICHAEL C. STODDARD, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 210 PAGE 177

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named MICHAEL C. STODDARD, known to me to be the President of Stoddard Enterprises, Inc., who acknowledged before me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, having been first duly authorized to so do and act on its behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27 day of November, 1985.



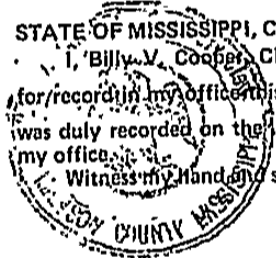
Jenice D. Lebon  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires Sept. 22, 1985

Grantor/Grantee:

Stoddard Enterprises, Inc.  
460 St. Augustine Road  
Madison, MS 39110

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of November 1985, at 9:00 clock A.M., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 1985, Book No 210 on Page 126 in my office.  
Witness my hand and seal of office, this NOV 20 1985 of 1985, 1985.  
BILLY V. COOPER, Clerk  
By B. Wright, D.C.



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BOOK 210 PAGE 178

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of the indebtedness evidenced by Deed of Trust in favor of R. LEE DAVIS and SUE VANDERFORD DAVIS by the Grantees, we, WHITNEY E. SMITH and wife, PHYLLIS K. SMITH, do hereby bargain, sell, convey and warrant unto JEFFERY T. HIGBIE and wife, YVONNE J. HIGBIE, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the City of Ridgeland, Madison County, State of Mississippi, to-wit:

Lot Seventeen (17), Northwood Subdivision, Part One, (1), a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description.

IT IS EXPRESSLY understood and agreed by the Grantors and the Grantees herein that R. LEE DAVIS and SUE VANDERFORD DAVIS, Mortgagees, shall pay as and when due all of the monies, payments and other obligations presently due and owing or to hereafter become due and owing pursuant to the terms and conditions set forth in that certain Deed of Trust recorded in Book 380 at Page 510 of the records of the office of the aforesaid Chancery Clerk, and all subsequent assignments thereof, which Deed of Trust was originally executed by STANLEY CLYDE MARTIN and CYNTHIA KAYE MARTIN to Colonial Savings & Loan, dated April 23, 1971, and in the principal sum of \$15,900.00, which said Deed of Trust is a lien on the property herein conveyed until paid in full by the Mortgagees as aforesaid.

THIS CONVEYANCE is made subject to all protestive covenants, easements, rights-of-way, zoning ordinances, building codes and any prior reservation of oil, gas or other minerals.

GRANTORS HEREBY transfer and assign to Grantees all of their right, title and interest in and to any escrow funds and or insurance



policies relative to the subject property.

WITNESS OUR SIGNATURES this the 2<sup>nd</sup> day of November, 1985.

Whitney E. Smith  
WHITNEY E. SMITH

Phyllis K. Smith  
PHYLLIS K. SMITH

STATE OF LOUISIANA }  
PARISH OF Iberville }

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named WHITNEY E. SMITH, 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 OF OFFICE on this the 2<sup>nd</sup> day of November, 1985.

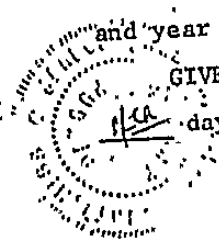
[Signature]  
NOTARY PUBLIC

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

STATE OF MISSISSIPPI }  
COUNTY OF MADISON }

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named PHILLIS K. SMITH, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 14<sup>th</sup> day of November, 1985.



[Signature]  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 22, 1986

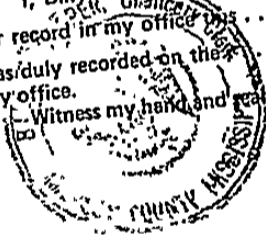
GRANTORS:

010 Canton Sq. Apts 42143  
6675 Old Canton Rd.  
Ridget Jackson, Ms 39211

GRANTEES:

220 East Moon Street  
Ridgeland, Ms. 39157

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 19 day of November, 1985, at 9:00 clock P. M., and  
was duly recorded on the 19 day of November, 1985, Book No 210 on Page 178 in  
my office.  
Witness my hand and seal of office, this the 20 day of November, 1985.



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

\$6.40 mineral stamps  
affixed to original  
Instrument 11-21-85  
Billy D. Wagoner, Sr.  
by R. Wright, Jr.

Grantors:

KENNETH F. PRITCHARD  
AND ROGER C. STEWART  
d/b/a K & R DEVELOPMENT CO.,  
A General Partnership,  
P. O. Box 9465  
Jackson, MS 39206

BOOK 210 PAGE 181

"INDEXED"

9-178

Grantee:

TRACE DEVELOPMENT CO.,  
A Mississippi Corporation,  
P. O. Box 9465  
Jackson, MS 39206

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand this day paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and the further consideration of Grantee's assumption and agreement to pay when and as due the outstanding balances of those certain indebtednesses secured by two Deeds of Trust on the hereinafter described property executed by Kenneth F. Pritchard and Roger C. Stewart d/b/a K & R Development Co., a General Partnership, one in favor of Madridge Land Company, Ltd. on February 1, 1984, in the original principal sum of \$448,000.00, which deed of trust is recorded in Book 527, at Page 282, of the records on file in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and the other in favor of First National Bank of Jackson, dated July 10, 1985, in the original principal sum of \$550,000.00, which deed of trust is recorded in Book 563 at Page 585, in the office of said Madison County Chancery Clerk, WE, the undersigned, Kenneth F. Pritchard and Roger C. Stewart d/b/a K & R Development Co., a General Partnership, do hereby sell, convey and warrant unto Trace Development Co., a Mississippi corporation, that certain land and property, lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

S 1/2 NW 1/4 of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, containing 80 acres, more or less.

And for the same consideration, grantors do hereby convey and quitclaim unto grantee all lands owned or occupied by grantors adjoining the property hereinabove described and lying and being situated in the Northern portion of N 1/2 SW 1/4 and the Western portion of SW 1/4 NE 1/4 and the Southern portion of NE 1/4 NW 1/4, all in Section 15, Township 7 North, Range 2 East.

This conveyance is executed subject to:

(1) Zoning and Subdivision Regulations of the proper governmental authority applicable to the above described property.

(2) Ad valorem taxes for the current year.

(3) Grantors except from this conveyance and reserve unto themselves all oil, gas and other minerals in, to and under the above described lands which they presently own.

(4) Existing deeds of trust and vendors' liens now of record against the above described property.

(5) That certain right-of-way easement over the S 1/2 of the NW 1/4, Section 15, Township 7 North, Range 2 East, as granted to The Mississippi Gas and Electric Company by instrument dated June 7, 1929, and recorded in Deed Book 7 at Page 131 of the records of the Chancery Clerk of Madison County, Mississippi.

(6) Right-of-way easement, ten (10) feet in width, executed by Madridge Land Company, Ltd., to Bear Creek Water Association, Inc., for water line over, across and through the subject property, dated February 12, 1979, filed for record February 14, 1979, and recorded in Book 160 at Page 858 of the aforesaid records.

(7) Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface.

(8) No warranty or representation is hereby made whether or not the above described property is or is not in any flood prone area, floodway or special flood hazard area as now or may

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hereafter be determined or designated by any governmental agency or political body.

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

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

K & R DEVELOPMENT CO., a General Partnership

By: Kenneth F. Pritchard  
Kenneth F. Pritchard

By: Roger C. Stewart  
Roger C. Stewart

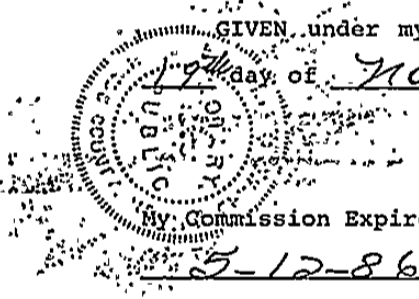
BOOK 210 PAGE 183

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the aforesaid KENNETH F. PRITCHARD, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office this, the 19<sup>th</sup> day of November, 1985.



Richard Fisk Ward  
Notary Public

My Commission Expires:

5-12-86

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the aforesaid

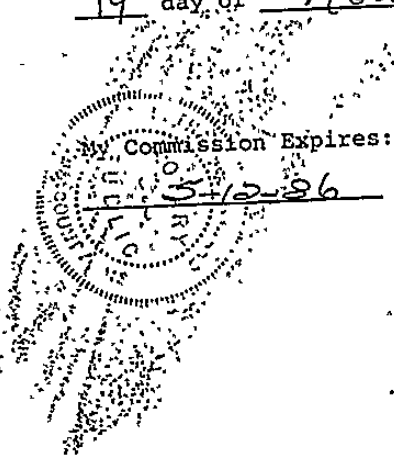
ROGER C. STEWART, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office this, the 19<sup>th</sup> day of November, 1985.

BOOK 210 PAGE 184

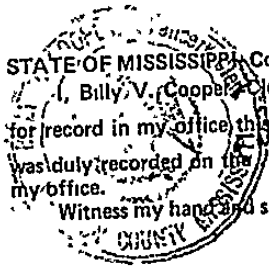
*Debra Lynn Ward*  
Notary Public

My Commission Expires:



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19<sup>th</sup> day of November, 1985 at 4:30 o'clock P.M., and was duly recorded on the 19<sup>th</sup> day of NOV. 20 1985, 19..... Book No. 210 on Page 184 in my office. Witness my hand and seal of office, this the NOV 20 1985, 19.....



BILLY V. COOPER, Clerk

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

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

No. 7636

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

Lumbermen's Investment Corp.  
the sum of One hundred forty-eight + 53/100 DOLLARS (\$ 148.53)  
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>Hunters Creek Sub 6</u>				
<u>DB 176-754</u>	<u>8</u>	<u>7</u>	<u>2E</u>	

Which said land assessed to Marty S. & Melissa L. Gardner 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 19 day of November 1985 Billy V. Cooper, Chancery Clerk.  
By [Signature] D.C.

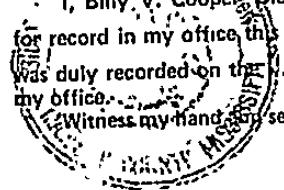
.. STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 119.79
- (2) Interest \$ 5.99
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 2.40
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll. \$ 1.25  
\$1.00 plus 25cents for each separate described subdivision
- (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 \$ 133.68
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 5.99
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 --Taxes and costs only 3 Months) \$ 4.01
- (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 \$ 145.08
- (19) 1% on Total for Clerk to Redeem \$ 1.45
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 146.53

Excess bid at tax sale \$ 143.68  
Greg Merritt  
Clerk fee 2.85  
Rec. Rel 2.00  
148.53

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of November, 1985, at 5:00 o'clock P. M., and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 1985, Book No. 210 on Page 185 in my office.



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

INDEXED]

WARRANTY DEED

9430

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned CLIFFORD BARBER and HELEN Q. BARBER, do hereby sell, convey, and warrant unto ALAN PALMORE and SANDRA PALMORE, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located in the County of Madison, State of Mississippi, to-wit:

Lot 62, Lakeland Estates, Part 1, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 4 at Page 26 thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS OUR SIGNATURES, This, The 15th day of November, 1985.

Signature of Clifford Barber, CLIFFORD BARBER

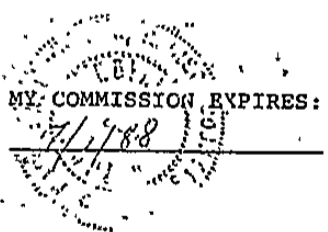
Signature of Helen Q. Barber, HELEN Q. BARBER

STATE OF MISSISSIPPI
COUNTY OF ~~HARRIS~~ Madison

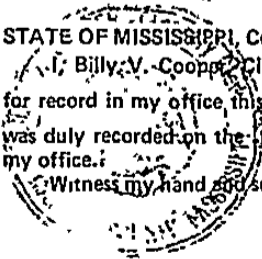
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CLIFFORD BARBER and HELEN Q. BARBER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office on This, The 15th day of November, 1985.

Signature of Dannie Lou Morgan, NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of November, 1985, at 9:00 o'clock A.M. and was duly recorded on the NOV 20 1985 day of NOV 20 1985, 19....., Book No. 210 on Page 186 in my office.



Witness my hand and seal of office, this the..... of....., 19.....
NOV 20 1985
BILLY V. COOPER, Clerk
By..... N. Wright....., D.C.



WHEREAS, G. M. Case, executed a Deed of Trust dated September 24, 1980, to R. H. Powell, Jr., Trustee, for the use and benefit of The Mississippi Bank, which Deed of Trust is recorded in Book 476, at Page 316, in the office of the Chancery Clerk of Madison County, Mississippi;

WHEREAS, on May 11, 1984, The Mississippi Bank was adjudicated insolvent in Cause No. 124,527 upon the docket of the Chancery Court of the First Judicial District of Hinds County, Mississippi, and Federal Deposit Insurance Corporation was by decree of said Court on May 11, 1984, duly appointed and did accept appointment as Receiver for The Mississippi Bank;

WHEREAS, said Court on May 11, 1984 did authorize and approve the sale and transfer by Federal Deposit Insurance Corporation, as Receiver for The Mississippi Bank, to Federal Deposit Insurance Corporation, in its corporate capacity, of certain assets formerly held and owned by The Mississippi Bank, including said Deed of Trust and the promissory note secured thereby;

WHEREAS, said Federal Deposit Insurance Corporation, as Receiver for The Mississippi Bank, assigned said Deed of Trust and the promissory note secured thereby to Federal Deposit Insurance Corporation, in its corporate capacity, by assignment dated June 7, 1984; recorded in Book 536, at Page 602, in the office of the Chancery Clerk of Madison County, Mississippi;

WHEREAS, said Federal Deposit Insurance Corporation, in its corporate capacity, the legal holder and owner of said Deed of Trust and the promissory note secured thereby, appointed and substituted, pursuant to the terms of said Deed of Trust, Ronald N. Ashley as Substituted Trustee therein by instrument dated March 20, A.D., 1985, recorded in Book 1, at Page 4, in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust and the legal holder and owner of said Deed of Trust and the promissory note secured thereby, Federal Deposit Insurance Corporation, in its corporate capacity, having requested the undersigned Substituted Trustee to execute the trust and to sell the land and property described in said Deed of Trust in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees and expenses of sale.

WHEREAS, the undersigned, in strict accordance with said deed of trust and the law, did advertise said sale in the Madison County Herald, a newspaper published in the City of Canton, Madison County, Mississippi, on the following dates, to-wit: the 24th day of October, 1985, the 31st day of October, 1985, the 7th day of November, 1985, and the 14th day November, 1985, which is more fully shown by the original proof of publication which is attached hereto as Exhibit "A" to this deed and made a part hereof, and by posting in strict accordance with said deed of trust and the law, on the bulletin board of the Madison County Courthouse at Canton, Mississippi, which is more fully shown by the notice of sale and attached affidavit, which is attached hereto as Exhibit "B" to this deed and made a part hereof;

WHEREAS, said notice of sale fixed the 18th day of November, 1985, as the date of sale, and the main door of the Madison County Courthouse at Canton, Mississippi, as the place of sale, and during legal hours as the time of sale;

WHEREAS, on the date aforesaid, at the place aforesaid, within legal hours, the undersigned did offer for sale, strictly according to the terms of said deed of trust, and as required by law, the land and property hereinafter described, and received then and there a bid from Federal Deposit Insurance Corporation in its corporate capacity, in the sum of \$1,400.00, which was the highest and best bid therefor;

WHEREAS, the land and property hereinafter described was, by said Substituted Trustee, declared sold to said party at and for said bid, said advertisement and sale having in all manner, form and procedure, been done and conducted strictly in compliance with all of the requirements of said deed of trust and of law;

NOW, THEREFORE, IN CONSIDERATION of the premises and of the sum of \$ 1,400.00 cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, I, Ronald N. Ashley, Substituted Trustee, do hereby sell and convey unto Federal Deposit Insurance Corporation, In Its Corporate Capacity the following described land and property lying and being situated in the First Judicial District of Hinds County, State of Mississippi, to wit:

Commencing at the southwest corner of that certain acre of land conveyed by B. B. Vance to Curtis Thomas by deed dated February 16, 1946, and recorded in Book 33, at Page 288, in the office of the Chancery Clerk of Madison County, Mississippi, and run thence West 35 yards, thence North 70 yards, thence East 35 yards, thence South 70 yards to the point of beginning, and being one-half acres of land, more or less, situated in the SW 1/4 of SE 1/4, Section 20, Township 9 North, Range 3 East.

This property is being sold subject to a first Deed of Trust in Book 396, at Page 238.

This sale is made by me as Substituted Trustee only and without warranty of any kind whatsoever.

WITNESS MY SIGNATURE, this the 15<sup>th</sup> day of November, A.D., 1985.

Ronald N. Ashley  
RONALD N. ASHLEY  
SUBSTITUTED TRUSTEE

FEDERAL DEPOSIT INSURANCE CORPORATION  
In Its Corporate Capacity  
P.O. Box 55951  
Jackson, Mississippi 39216-1951  
Telephone: (601) 932-5206

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

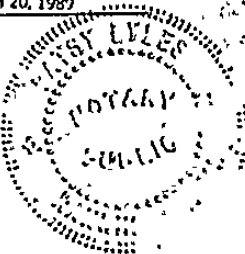
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Ronald N. Ashley, Substituted Trustee, who acknowledged that he signed and delivered the foregoing Substituted Trustee's Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 18<sup>th</sup> day of November, A.D., 1985.

John DeLeon  
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MARCH 20, 1987



STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

SUBSTITUTED TRUSTEE'S  
NOTICE OF SALE  
WHEREAS, G. M. Cate, executed a

Deed of Trust dated September 24, 1980 to R. H. Powell, Jr., Trustee, for the use and benefit of The Mississippi Bank, which Deed of Trust is recorded in Book 474, at Page 318, in the office of the Chancery Clerk of Madison County, Mississippi.

WHEREAS, on May 11, 1984, The Mississippi Bank was adjudicated insolvent in Cause No. 174,527 upon the docket of the Chancery Court of the First Judicial District of Hinds County, Mississippi, and Federal Deposit Insurance Corporation was by decree of said Court on May 11, 1984, duly appointed and did accept appointment as Receiver for The Mississippi Bank;

WHEREAS, said Court on May 11, 1984 did authorize and approve the said and transfer by Federal Deposit Insurance Corporation, Receiver for The Mississippi Bank, in its corporate capacity, of certain assets formerly held and owned by The Mississippi Bank, including said Deed of Trust and the promissory note secured thereby;

WHEREAS, said Federal Deposit Insurance Corporation, Receiver for The Mississippi Bank, assigned said Deed of Trust and the promissory note secured thereby to Federal Deposit Insurance Corporation, in its corporate capacity, by assignment dated June 7, 1984, recorded in Book 536 at Page 622, in the office of the Chancery Clerk of Madison County, Mississippi.

*Paul Foster, trustee of sale*  
*for me*

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

On the 24 day of October, 1985

On the 31 day of October, 1985

On the 7 day of November, 1985

On the 14 day of November, 1985

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

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

SWORN TO and subscribed before me, this

14 day of November, 1985

*Eugene M. Kumbhakar*  
Notary

*James Jackson*

My Commission Expires May 27, 1987

Canton, Miss., Nov. 14, 1985

WHEREAS, said Federal Deposit Insurance Corporation, in its corporate capacity, the legal holder and owner of said Deed of Trust and promissory note secured thereby assigned and substituted said Deed of Trust, in the office of the Chancery Clerk of Madison County, Mississippi, to Ronald N. Ashley, as Substituted Trustee herein by instrument dated March 20, 1985, recorded in General Substitution Book 1 at Page 4, in the office of the Chancery Clerk of Madison County, Mississippi; WHEREAS, the said conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust and the legal holder and owner of said Deed of Trust and the Federal Deposit Insurance Corporation, in its corporate capacity, having requested the undersigned Substituted Trustee to execute the Trust and to sell the land and property described in said Deed of Trust in accordance with the terms of said Deed of Trust, together with attorney's fees, trustee's fees and expenses of sale.

NOW THEREFORE, I Ronald N. Ashley, Substituted Trustee in said Deed of Trust, do hereby offer for sale at public outcry, and sell within legal hours (being between the hours of 11:00 o'clock A.M. and 4:00 o'clock P.M.) at the main door of the Madison County Courthouse at Canton, Mississippi, in the afternoon of the 14th day of November, 1985, the above described land and property here and being situated in Madison County, State of Mississippi, to-wit:

Commencing at the southwest corner of that certain acre of land conveyed by B. B. Vance to Curtis Thomas, recorded in Book 210 at Page 1144, and recorded in Book 31 at Page 282, in the office of the Chancery Clerk of Madison County, Mississippi, and run thence west 35 yards, thence north 70 yards, thence east 35 yards, thence south 70 yards, to the corner of said acre of land, more or less, situated in the SW1/4 of SE1/4, Section 20, Township 9 North, Range 3 East.

This property is being sold subject to a first Deed of Trust recorded in Book 396 at Page 228 in the office of the Chancery Clerk of Madison County, Mississippi, and to any other liens or claims which may exist on such land as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE, this 14th day of October, 1985.

Ronald N. Ashley  
SUBSTITUTED TRUSTEE  
FEDERAL DEPOSIT INSURANCE CORPORATION  
In its Corporate Capacity  
P. O. Box 5593  
Jackson, Mississippi 39214-1551  
Telephone (601) 932-3304  
Oct. 24, 31, Nov. 7, 14, 1985

PROOF OF PUBLICATION

EX 'A'

SUBSTITUTED TRUSTEE'S NOTICE OF SALE

WHEREAS, G. M. Case, executed a Deed of Trust dated September 24, 1980 to R. H. Powell, Jr., Trustee, for the use and benefit of The Mississippi Bank, which Deed of Trust is recorded in Book 476, at Page 316, in the office of the Chancery Clerk of Madison County, Mississippi;

WHEREAS, on May 11, 1984, The Mississippi Bank was adjudicated insolvent in Cause No. 124,527 upon the docket of the Chancery Court of the First Judicial District of Hinds County, Mississippi, and Federal Deposit Insurance Corporation was by decree of said Court on May 11, 1984, duly appointed and did accept appointment as Receiver for The Mississippi Bank;

WHEREAS, said Court on May 11, 1984 did authorize and approve the sale and transfer by Federal Deposit Insurance Corporation, Receiver for The Mississippi Bank, to Federal Deposit Insurance Corporation, in its corporate capacity, of certain assets formerly held and owned by The Mississippi Bank, including said Deed of Trust and the promissory note secured thereby;

WHEREAS, said Federal Deposit Insurance Corporation, Receiver for The Mississippi Bank, assigned said Deed of Trust and the promissory note secured thereby to Federal Deposit Insurance Corporation, in its corporate capacity, by assignment dated June 7, 1984, recorded in Book 536 at Page 602, in the office of the Chancery Clerk of Madison County, Mississippi;

WHEREAS, said Federal Deposit Insurance Corporation, in its corporate capacity, the legal holder and owner of said Deed of Trust and the promissory note secured thereby appointed and substituted, pursuant to the terms of said Deed of Trust, Ronald N. Ashley as Substituted Trustee therein by instrument dated March 20, 1985, recorded in General Substitution Book 1 at Page 4, in the office of the Chancery Clerk of Madison County, Mississippi;

EX "B"

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust and the legal holder and owner of said Deed of Trust and the promissory note secured thereby, Federal Deposit Insurance Corporation, in its corporate capacity, having requested the undersigned Substituted Trustee to execute the trust and to sell the land and property described in said Deed of Trust in accordance with the terms of said Deed of Trust for the purpose of raising the sum due thereunder, together with attorney's fees, trustee's fees and expenses of sale.

NOW THEREFORE, I Ronald N. Ashley, Substituted Trustee in said Deed of Trust, will on the 18th day of November, 1985, offer for sale at public outcry, and sell within legal hours (being between the hours of 11:00 o'clock A.M. and 4:00 o'clock P.M.) at the main door of the Madison County Courthouse at Canton, Mississippi, to the highest and best bidder for cash, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Commencing at the southwest corner of that certain acre of land conveyed by B. B. Vance to Curtis Thomas by deed, dated February 16, 1946, and recorded in Book 33, at Page 288, in the office of the Chancery Clerk of Madison County, Mississippi, and run thence west 35 yards, thence north 70 yards, thence east 35 yards, thence south 70 yards to the point of beginning, and being one-half acres of land, more or less, situated in the SW1/4 of SE1/4, Section 20, Township 9 North, Range 3 East.

This property is being sold subject to a first Deed of Trust recorded in Book 396 at Page 238 in the office of the aforesaid Chancery Clerk.

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

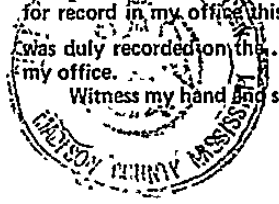
WITNESS MY SIGNATURE, this the 16<sup>th</sup> day of OCTOBER, 1985.

  
RONALD N. ASHLEY  
SUBSTITUTED TRUSTEE

FEDERAL DEPOSIT INSURANCE CORPORATION  
In Its Corporate Capacity  
P. O. Box 55951  
Jackson, Mississippi 39216-1951  
Telephone: (601)932-5206

PUBLISHED: October 24th, 31st, November 7th, 14th, 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 20 day of November, 1985, at 9:00 clock A.M., and was duly recorded on the 20 day of NOV. 20 1985, 19....., Book No. 210 on Page 187 in my office.  
Witness my hand and seal of office, this the ..... of NOV. 20 1985, 19.....  
BILLY V. COOPER, Clerk  
By H. Wright....., D.C.



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned John R. Childress, Jr., and Pamela D. Childress, whose address is 2330 Tucson Drive, Lexington, Kentucky 40503, do hereby sell, convey and warrant unto George M. Walker and Marjorie S. Walker, whose address is 758 Woodlake Drive, Jackson, Mississippi, 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 7, Annandale North Subdivision, a subdivision according to a map or Plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 6, Page 6, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE OF THE GRANTORS this the 8 day of November, 1985.

John R. Childress, Jr.
John R. Childress, Jr.
Pamela D. Childress
Pamela D. Childress

STATE OF KENTUCKY
COUNTY OF Fayette

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John R. Childress, Jr., and Pamela D. Childress, who acknowledged that they signed and delivered the above and foregoing instrument as their act and deed.

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

MY COMMISSION EXPIRES

Notary Public Signature
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of November, 1985, at 9:00 o'clock A.M., and was duly recorded on the 20 day of November, 1985, Book No. 210 on Page 193 in my office.
Witness my hand and seal of office, this the 20 day of November, 1985.
BILLY V. COOPER, Clerk
By D. Wright, D.C.

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

#95812 7637

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

INDEXED

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

Treasure Cove Dive, Co. Ltd  
the sum of one hundred twenty and 34/100 --- DOLLARS (\$ 120.34)  
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>Tide Water 2</u>	<u>21</u>	<u>7</u>	<u>2E</u>	
<u>DB 160-641</u>				

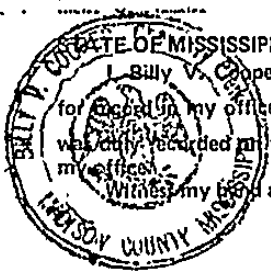
Which said land assessed to Treasure Cove Development and sold on the  
26 day of August 1985 to Gary Bennett for  
taxes thereon for the year 1984 do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 20 day of  
November 1985 Billy V. Cooper, Chancery Clerk.  
By B. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 95.50
- (2) Interest \$ 4.78
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.91
- (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 \$ 107.76
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 4.78
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 -- Taxes and costs only) Months \$ 3.23
- (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 \$ 117.17
- (19) 1% on Total for Clerk to Redeem \$ 1.17
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 118.34

Excess bid at tax sale \$  120.34  
Gary Bennett 115.77  
Clerk 2.57  
R. Fee 2.00  
120.34



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 20 day of November, 1985, at 11:00 o'clock a.M., and  
was duly recorded in the ..... day of NOV 25 1985, 19....., Book No. 210 on Page 194 in  
my office.

Witness my hand and seal of office, this the ..... of NOV 25, 19.....  
BILLY V. COOPER, Clerk  
By B. Wright D.C.



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

Jack B. Waggoner  
the sum of One Hundred and fourteen dollars & 82/100 DOLLARS (\$ 114.82)  
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>77A PTLY in NE 1/4 NE 1/4</u>	<u>24</u>	<u>10</u>	<u>5E</u>	
<u>&amp; PTLY in SE 1/4 NE 1/4 E 1 S</u>				
<u>Pub Rd</u>				
<u>DB 141-821</u>				

Which said land assessed to Jack B. Waggoner & Nancy and sold on the  
26<sup>th</sup> day of August 1985, to Greg Merrill for  
taxes thereon for the year 1984, do hereby release said land from all claim or title of said purchaser on account of said sale

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 20<sup>th</sup> day of  
November 1985 Billy V. Cooper, Chancery Clerk  
(SEAL) By M. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$ <u>90.82</u>
(2) Interest	\$ <u>4.54</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$ <u>1.82</u>
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll, \$1.00 plus 25cents for each separate described subdivision	\$ <u>1.25</u>
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$ <u>3.00</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$ <u>.25</u>
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00	\$ <u>1.00</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$ <u>102.68</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$ <u>4.54</u>
(10) 1/12 Damages per month or fraction on <u>1984</u> taxes and costs (Item 8)--Taxes and costs only <u>3</u> Months	\$ <u>3.08</u>
(11) Fee for recording redemption 25cents each subdivision	\$ <u>.25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$ <u>.15</u>
(13) Fee for executing release on redemption	\$ <u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.)	\$
(15) Fee for Issuing Notice to Owner, each \$2.00	\$
(16) Fee Notice to Lienors @ \$2.50 each	\$
(17) Fee for mailing Notice to Owner \$1.00	\$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$
TOTAL	\$ <u>111.70</u>
(19) 1% on Total for Clerk to Redeem	\$ <u>1.12</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>84</u> taxes and to pay accrued taxes as shown above	\$ <u>112.82</u>

Excess bid at tax sale \$ 114.82  
110.30  
2.52  
2.00  
114.82

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

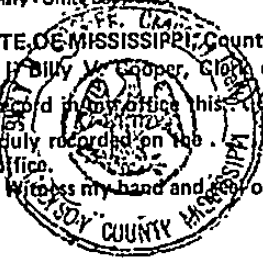
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 20<sup>th</sup> day of November, 1985, at 11:15 o'clock P. M., and  
was duly recorded on the 20<sup>th</sup> day of November, 1985, Book No. 210 on Page 19 in  
my office.

Witness my hand and seal of office, this the 20<sup>th</sup> day of November, 1985

BILLY V. COOPER, Clerk

By M. Wright D.C.



BOOK 210 PAGE 196

INDEXED

9507

WARRANTY DEED

FOR AND IN CONSIDERATION OF TEN AND 00/100 DOLLARS (10.00), CASH IN HAND PAID, AND OTHER VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, THE UNDERSIGNED, AN OFFICER OF HERITAGE CORP. OF AMERICA, A MISSISSIPPI CORPORATION QUALIFIED AND DOING BUSINESS IN MISSISSIPPI, DO HEREBY CONVEY AND WARRANT UNTO JEFF RAYNER THE FOLLOWING DESCRIBED PROPERTY LYING AND BEING SITUATED IN MADISON COUNTY, MISSISSIPPI, TO-WIT:

STARTING AT THE NW CORNER OF SEC 14, T8N, R2E, MADISON COUNTY, MISS., PROCEED SOUTHERLY ALONG SECTION LINE, 1320.0 FEET MORE OR LESS TO A POINT; THENCE S89 DEGREES 56 MINUTES E, 3030.0 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 03 MINUTES W, 1320.0 FEET MORE OR LESS TO AN IRON PIN; THENCE N 89 DEGREES 56 MINUTES W, 150.0 FEET MORE OR LESS TO AN IRON PIN; THENCE N 00 DEGREES 03 MINUTES E, 1320.0 FEET MORE OR LESS TO AN IRON PIN; THENCE S 89 DEGREES 56 MINUTES E, 150.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 4.5 ACRES MORE OR LESS, ALSO KNOWN AS TRACT #18, HIGHWAY 51 MINI-FARM.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. ZONING AND SUBDIVISION REGULATIONS AND ORDINANCES OF MADISON COUNTY, MISSISSIPPI.
2. THOSE CERTAIN MINERAL INTERESTS AS RESERVED IN THE DEEDS OF RECORD IN THE AFORESAID CLERK'S OFFICE IN BOOK 25 AT PAGE 24; BOOK 27 AT PAGE 101; BOOK 29 AT PAGE 40; BOOK 60 AT PAGE 141; AND BOOK 131 AT PAGE 100.
3. THE RIGHT-OF-WAY TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS REFLECTED BY INSTRUMENTS RECORDED IN BOOK 39 AT PAGE 34; BOOK 39 AT PAGE 388; AND BOOK 38 AT PAGE 484, IN THE AFORESAID CLERK'S OFFICE.

4. THE RIGHTS-OF-WAY TO TEXAS EASTERN TRANSMISSION CORPORATION, AS REFLECTED BY INSTRUMENTS RECORDED IN BOOK 61 AT PAGE 237; BOOK 61 AT PAGE 239; BOOK 99 AT PAGE 400; AND BOOK 99 AT PAGE 403 IN THE AFORESAID CLERK'S OFFICE.

5. THE RESERVATION BY PRIOR OWNERS OF OIL, GAS AND OTHER MINERALS LYING IN, ON AND UNDER THE SUBJECT PROPERTY.

IN TESTIMONY WHEREOF, WITNESS THE SIGNATURE OF THE GRANTOR, THIS 26th DAY OF JULY, 1985.

  
M. L. COLEMAN, JR., PRESIDENT  
HERITAGE CORPORATION OF AMERICA

STATE OF ARKANSAS  
COUNTY OF JEFFERSON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, M. L. COLEMAN, JR., THE PRESIDENT OF HERITAGE CORPORATION OF AMERICA, WHO ACKNOWLEDGED THAT HE SIGNED AND AFFIXED THE CORPORATE SEAL THERETO AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN WRITTEN, BY THE AUTHORITY OF AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE 26th DAY OF JULY, 1985.

  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

6-22-90

HERITAGE CORPORATION  
Mini-Farms  
Lot No. 18

Starting at the NW corner of Sec 14, T8N, R2E, Madison County, Miss., proceed southerly along section line, 1320.0 feet more or less to a point; thence S89° 56'E, 3030.0 feet more or less to the point of beginning; thence S00° 03'W, 1320.0 feet more or less to an iron pin; thence N89° 56'W, 150.0 feet more or less to an iron pin; thence N00° 03'E, 1320.0 feet more or less to an iron pin; thence S89° 56'E, 150.0 feet more or less to the point of beginning. Said parcel containing 4.5 acres more or less.

Said parcel subject to the following easements recorded at the Madison County courthouse, Madison County, Miss.: 1. Right-of-way to American Telephone and Telegraph Company recorded at book 39, page 34; book 39, page 388; and book 38, page 484. 2. Right-of-way to Texas Eastern Transmission Corporation, recorded at book 61, page 237; book 61, page 239; book 99, page 400; and book 99, page 403.

*Gordon O. Inman*  
GORDON O. INMAN, P.E.

SEAL

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of November, 1985 at 11:15'clock A.M., and was duly recorded on the NOV. 20 1985 day of NOV. 20 1985, Book No. 210 on Page 198. In my office. Witness my hand and seal of office, this the NOV. 25 1985, 19.....



BILLY V. COOPER, Clerk

By *B. Wright*, D.C.