

103919

INDEXED

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the assumption by the Grantee(s) of that certain Deed of Trust recorded in Book 392 at Page 188 in the records in the office of the Chancery Clerk of Madison County, Mississippi, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, GLADYS SUMRALL, Grantor, do hereby convey and forever warrant unto IKE BROWN, Grantee, the following described real property lying and being situated in Madison County, Mississippi, being more particularly described as follows, to wit:

A lot or parcel of land fronting 54 feet on the east side of Smith Street and more particularly described as:

Commencing at the intersection of the north line of West North Street with the west line of North Hickory Street and run West along the north line of West North Street for 165 feet to a point on the east line of Smith Street; thence turn right an angle of 91 degrees 10 minutes and run along the east line of Smith Street for 262 feet to the NW corner and the Point of Beginning of the property herein described; thence turn right and angle of 88 degrees 50 minutes and run 82.5 feet to a point; thence turn right and angle of 91 degrees 10 minutes and run 54 feet to a point; thence turn right an angle of 88 degrees 50 minutes and run 82.5 feet to a point on the east line of said Smith Street; thence turn right and angle of 91 degrees 10 minutes and run along the east line of said Smith Street for 54 feet to the point of beginning.

Grantee assumes and covenants to perform all of the terms, conditions and obligations set forth in that certain Promissory Note from Liza Lockett to Bailey Mortgage Company, dated December 13, 1972, and secured by that certain Deed of Trust, recorded in Book 392 at Page 188 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. County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 4/12; Grantee: 8/12.
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 28 day of April, 1986.

Gladys Sumrall  
Gladys Sumrall

STATE OF ILLINOIS

COUNTY OF Cook

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28 day of April, 1986.

Pauline J. [Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10/4/87

GRANTOR:  
2138 East 75th Street  
Chicago, IL 60649

GRANTEE:  
Box 521  
Macon, MS 39341

E8042501  
5214/9175

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 30 day of April, 1986, at 3:30 o'clock P. M. and was duly recorded on the 30 day of April, 1986, Book No. 215 on Page 29 in my office.

Witness my hand and seal of office, this the 30 day of April, 1986.

BILLY V. COOPER, Clerk

By [Signature], D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WILLIAM J. MOSBY, III and wife, KAREN S. MOSBY, Grantors, do hereby convey and forever warrant unto CENTER STREET PROPERTIES, LTD., A Mississippi Limited Partnership, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Commencing at a point on the N side of East Center Street in the City of Canton, where the line dividing Lots 42 and 44 intersects the N line of said street, said point also being the SE corner of what was formerly known as the David M. Fulton residence lot on the N side of said Center Street, and from said point of beginning run thence N along the line dividing said Lots 42 and 44 a distance of 400 feet, more or less, to the S margin of East North Street Extended, run thence E along the South margin of East North Street Extended a distance of 310 feet, more or less, to the NW corner of what is known as the Margarete M. Cain residence lot, run thence S a distance of 400 feet to the North margin of East Center Street, a distance of 310 feet, more or less, to the point of beginning. The above described land is subject to an easement and right of way over and across 14 feet off of the E side thereof, which was formerly conveyed by W. J. Mosby to W. S. Cain and Margarete M. Cain.

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

1. County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: ALL; Grantee: ADVICE.
2. City of Canton, Mississippi, Zoning Ordinance.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities.
5. A right of way and easement 14' off the east side of the subject property.
6. A deed of trust from William J. Mosby, Jr., and Karen S. Mosby to Thomas I. Starling, Jr., Trustee for Jackson Savings and Loan Association, dated December 27, 1979, in the original principal amount of \$45,000.00 and recorded in Deed of Trust Book 466 at page 498 in the records in the office of the Chancery Clerk of Madison County, Mississippi. Said deed of trust has been assigned to First Guaranty Savings and Loan Association.

WITNESS OUR SIGNATURES on this the 30<sup>th</sup> day of April, 1986.

William J. Mosby III  
WILLIAM J. MOSBY, III

Karen S. Mosby  
KAREN S. MOSBY

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named WILLIAM J. MOSBY, III, and wife, KAREN S. MOSBY, 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 30<sup>th</sup> day of April, 1986..

M. A. [Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

GRANTOR:

GRANTEE:

B1043003  
995/4000

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 30 day of April, 1986, at 400 o'clock P. M., and was duly recorded on the 30 day of April, 1986, Book No. 215 on Page 201. In my office.

Witness my hand and seal of office, this the 30 day of April, 1986.

BILLY V. COOPER, Clerk

By [Signature], D.C.

QUITCLAIM 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 and sufficiency of all of which is hereby acknowledged, CATES PLAZA DEVELOPMENT CORPORATION, a Mississippi corporation, does hereby sell, convey and quitclaim all of its right, title and interest in and to that certain property lying and being situated in Madison County, Mississippi, unto ROBERT T. CATES and BETTIE CLAIRE CATES, joint tenants in common, the following property, to-wit:

Being situated in the NE 1/4 of Section 31, T7N, R2E, in the Town of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at the NE corner of Pear Orchard Subdivision, Part IV as recorded in Plat Book 5 at Page 53 of the Chancery Records of Madison County, Mississippi, and run thence north 0 degrees 9 minutes east, 135.91 feet to the southwest corner, and the point of beginning for the property herein described; continue thence north 0 degrees 9 minutes east, 500.49 feet to the south right-of-way line of Lakeland Drive (now known as Lake Harbor Drive) as same was laid out and in use in May of 1976; run thence south 87 degrees 09 minutes 30 seconds east along said southern right-of-way line of Lakeland Drive 436.59 feet to a point; turn then to the right and run southerly a distance of 338.58 feet to a point on the north right-of-way line of Professional Parkway, which point is 185.94 feet west of the intersection of the north right-of-way line of Professional Parkway with the west right-of-way line of Pear Orchard Road; from said point run thence easterly 185.94 feet to said intersection of the north right-of-way line of Professional Parkway with the west right-of-way line of Pear Orchard Road. Run then south 0 degrees 1 minute west along said west right-of-way line of Pear Orchard Road a distance of 160 feet to a point on the north line of Pear Orchard Subdivision, Part V; run thence south 89 degrees 44 minutes west, 623.02 feet to the point of beginning.

Less and Except:

Being situated in the NE-1/4 of Section 31, Township 7NR2E, in the Town of Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commence at the NE corner of Pear Orchard Subdivision, Part IV, as recorded in Plat Book 5, at Page 53 of the Chancery Records of Madison County, Mississippi; run north 00 degrees 09 minutes 00 seconds east for a distance of 135.91 feet to the northwest corner of Pear Orchard Subdivision Part V; run thence north 00 degrees 09 minutes 00 seconds east for a distance of 185.49 feet to the point of beginning for the parcel herein described: thence run north 62 degrees 50 minutes 59 seconds east a distance of 139.01 feet to a point; thence turn right through an angle of 80 degrees 09 minutes 14 seconds and proceed southeasterly 75.41 feet, along the cord of a curve to the left of a radius

of 215 feet, to a point; turn thence to the left 12 degrees 34 minutes 12 seconds for a distance of 33.52 feet, along the cord of a curve to the left of a radius of 215 feet, to a point; turn thence to the left 4 degrees 44 minutes 21 seconds for a distance of 29.16 feet, along the cord of a curve to the left of a radius of 215.00 feet, to a point; turn thence to the right 66 degrees 8 minutes 47 seconds for a distance of 3.73 feet to a point; thence south 72 degrees 1 minute 7 seconds east for a distance of 120.66 feet, along the cord of a curve having a radius of 235 feet, to a point, thence south 00 degrees 16 minutes 00 seconds east for a distance of 110.36 feet to a point located on the north line of Pear Orchard Subdivision, Part V; thence south 89 degrees 44 minutes 00 seconds west along said subdivision line for a distance of 338 feet to a point and thence north 00 degrees 09 minutes 00 seconds east for a distance of 185.49 feet to the point of beginning; containing approximately 59,675 square feet.

WITNESS THE SIGNATURE of this Corporation on this the 21<sup>st</sup> day of April, 1986.

CATES PLAZA DEVELOPMENT CORPORATION

By: Bettie Claire Cates  
PRESIDENT

Attest:

Robert T. Cates  
SECRETARY

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction and while within my official jurisdiction BETTIE CLAIRE CATES and ROBERT T. CATES, who acknowledged that they are the President and Secretary respectively of Cates Plaza Development Corporation, and who further acknowledge that they signed and delivered the above and foregoing Quitclaim Deed as the voluntary act of said corporation on the day and year therein mentioned after having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21<sup>st</sup> day of April, 1986.

Monty Turner  
NOTARY PUBLIC

My Commission Expires:

2/5/88



BOOK 215 PAGE 205

Address of Grantor:

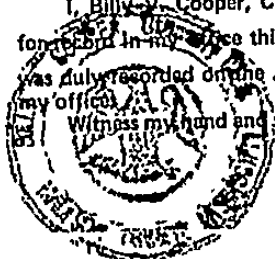
Cates Plaza Development Corporation  
12 Professional Parkway  
Ridgeland, Mississippi 39157

Address of Grantees:

Robert T. Cates  
Bettie Claire Cates  
120 Chinquipin Cove  
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 30 day of April, 1986, at 4:10 o'clock P.M. and  
was duly recorded on the MAY 02 1986, 19... Book No. 215 on Page 203  
my office MAY 02 1986



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

BILLY V. COOPER, Clerk

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

C  
BOOK 215 PAGE 206

WARRANTY DEED

INDEXED 03923

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, RAY HARRISON, JR., does hereby sell, convey and warrant unto RAY HARRISON, JR., and RAY HARRISON, SR., 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 24, MADISON ROLLING HILLS 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 5 at page 63 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

IT IS AGREED and understood that the taxes for the current year 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 25th day of April, 1986.

Ray Harrison Jr.  
RAY HARRISON, JR.



STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, RAY HARRISON, JR., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 25th day of April, 1986.

BOOK 215 PAGE 207

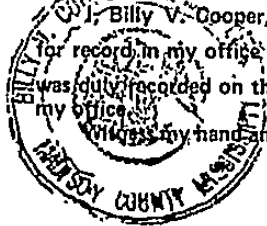
*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires Jan. 4, 1997



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 1 day of May, 1986, at 9:00 clock A.M., and was duly recorded on the MAY 02 1986 day of May, 1986, Book No. 215 on Page 207 in my office.



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

BILLY V. COOPER, Clerk

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

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

INDEXED No

03953

7967

Redeemed Under H.B. 667  
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

Mary F. Little  
the sum of Eighteen & 20/100 DOLLARS (\$ 18.20)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
65 ft. easement off NW 1/4 of 1.32A	26	11	4E	
Out Parcel 2 for Olive Est				
less 65 ft off S/End-DB173-460				

Which said land assessed to Settles Mary and sold on the  
26 day of August 1984 to Dreg 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 1st day of

May 1986 Billy V. Cooper, Chancery Clerk  
By M. Douglas D.C.

## STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	710
(2) Interest	\$	36
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	14
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll, \$1.00 plus 25cents for each separate described subdivision	\$	125
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	300
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision, Total 25cents each subdivision	\$	25
(7) Tax Collector --For each conveyance of lands sold to individuals \$1 00	\$	100
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	1310
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	36
(10) 1% Damages per month or fraction on 19 <u>84</u> taxes and costs (Item 8 --Taxes and costs only <u>9</u> Months	\$	118
(11) Fee for recording redemption 25cents each subdivision	\$	25
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	15
(13) Fee for executing release on redemption	\$	100
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.)	\$	
(15) Fee for issuing Notice to Owner, each \$2.00	\$	
(16) Fee Notice to Lienors @ \$2.50 each	\$	
(17) Fee for mailing Notice to Owner \$1.00	\$	
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	
TOTAL	\$	1604
(19) 1% on Total for Clerk to Redeem	\$	16
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>84</u> taxes and to pay accrued taxes as shown above	\$	1620
Excess bid at tax sale \$ <u>K</u>		200
		18.20

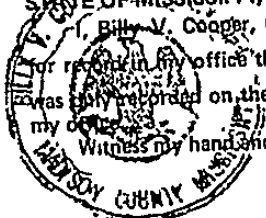
Dreg Merritt 1464  
Chancery Fee 156  
Rec. Fee 200  
18.20

White - Your Invoice

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 1st day of May 1986, at 9:30 o'clock a M., and  
was duly recorded on the 1st day of MAY 1986, Book No. 215 on Page 208. In  
my office this 1st day of MAY 1986.  
Witness my hand and seal of office, this the 1st day of MAY 1986.

BILLY V. COOPER, Clerk

By M. Douglas D.C.

OPTION RELEASE

FOR VALUABLE CONSIDERATION, I hereby release any rights I may have in that option recorded in Book 148 at Page 485, a copy of which is attached hereto.

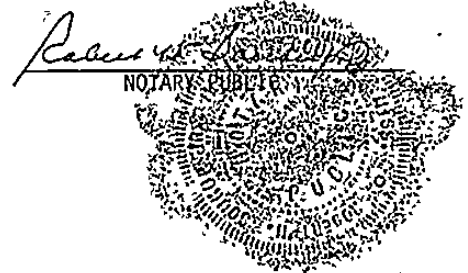
WITNESS MY SIGNATURE this 14th day of March, 1986.

*Morgan N. Rigby*  
MORGAN N. RIGBY

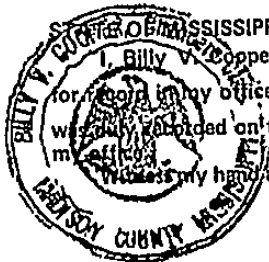
STATE OF MISSISSIPPI,  
COUNTY OF Madison

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Morgan N. Rigby, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

GIVEN UNDER MY hand and official seal of office this the 17<sup>th</sup> day of March, 1986.



My commission expires:  
My Commission Expires April 28, 1987



MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this May 02 day of May, 1986, at 9:50 clock a M., and was duly recorded on the 02 day of MAY, 1986, Book No. 215 on Page 209 in my office.  
Witness my hand and seal of office, this the 02 day of MAY, 1986.  
BILLY V. COOPER, Clerk  
By H. Wright, D.C.

no copy  
attached  
H. Wright, D.C.

C

WARRANTY DEED BOOK 215 PAGE 210

03955

IN CONSIDERADTION 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, I, MACEO LEWIS, grantor, a single person, do hereby convey and warrant unto NEOLA ALLEN, grantee, the following described tract or parcel of land lying and being situated in the Town of Flora, Madison County, Mississippi, more particularly described as follows, to-wit:

INDEXED

A lot or parcel of land fronting 75 feet on the north side of a public road from Flora to Pochahontas, and being more particularly described as beginning at a point that is 26 feet north of and 143 feet east of the southwest corner of the SE 1/4 of SE 1/4 of NW 1/4 of Section 16, Township 8 North, Range 1 West, and from said point of beginning being the northeast corner of Lot being described, run thence south 16 degrees 30 minutes west for 100 feet to the north side of the above mentioned road, thence running north 60 degrees 45 minutes west for 75 .0 feet to the southwest corner of lot being described along above mentioned road, thence running north 16 degrees 30 minutes east for 100 feet to the northwest corner of Lot, thence running south 60 degrees 45 minutes east for 75.0 feet to the point of beginning, and all being partly in the SE 1/4 of SE 1/4 of NW 1/4 and NE 1/4 of NE 1/4 of SW 1/4, Section 16, Township 8 North, Range 1 West, and also being known as part of lot known as the Murry lot of 6.35 acres in accordance with the official map of the Town of Flora, Madison County, Mississippi

Grantor agrees to pay the 1986 ad valorem taxes.

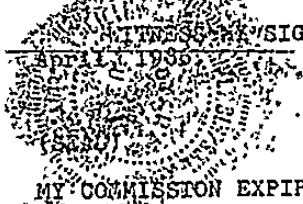
Grantor reserves a life estate in the above described property.

WITNESS MY SIGNATURE, this 30 day of April, 1986.

Maceo Lewis  
MACEO LEWIS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority in and for the above county and state, MACEO LEWIS, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the day and year therein set out as and for his act and deed.



WITNESS MY SIGNATURE and seal of office this the 30 day of April, 1986

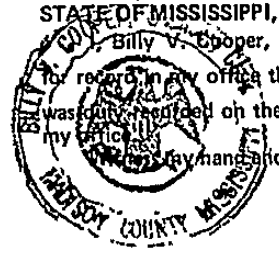
Louis R. Simpson  
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Dec. 10, 1988

Grantor's Address: P. O. Box 43 - Flora, MS. 39071

Grantee's address: 1732 E. 84th Place - Chicago, Illinois 60617

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 1 day of May, 1986, at 10:15 o'clock A.M., and was duly recorded on the 1 day of May, 1986, Book No. 215, on Page 210. In witness whereof, I have hereunto set my hand and seal of office, this the 1 day of May, 1986.

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

For Assignment  
See Book 2064 Page 580  
This 20 June 2006  
Arthur Johnston, CC  
Bg: L Cole DC

BOOK 215 PAGE 211  
QUITCLAIM DEED

INDEXED

3956

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, Toy Hoover, a widower, do hereby sell, convey, transfer, and assign unto Frances Meadows and S. D. Meadows, husband and wife, my life estate in and to the following described land situated in Madison County, Mississippi, to-wit:

Lot I, Block B, Part I, Oak Hill Subdivision, a subdivision of the City of Canton, Mississippi, in accordance with 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, reference to which map or plat is hereby made.

This instrument represents a conveyance of the life estate reserved by me in that certain instrument dated March 18, 1962, and recorded in the Office of the Chancery Clerk at Canton, Mississippi, in Book 86 at Page 395.

WITNESS MY SIGNATURE, this 1st day of May, 1986

*Toy Hoover*  
TOY HOOVER

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY appeared before, the undersigned authority in and for the County and State aforesaid, Toy Hoover, who acknowledged that he executed and delivered the foregoing instrument of writing as his free act and deed on the day and year therein mentioned.

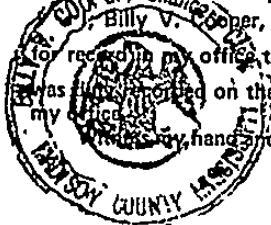
WITNESS MY SIGNATURE AND SEAL OF OFFICE this 1st day of May, 1986.

*Sandy R. Cooper*  
NOTARY PUBLIC  
*M. J. Cooper*

MY COMMISSION EXPIRES: 11-4-86

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 1st day of May, 1986, at 10:20 clock A. M., and was duly recorded on the MAY 02 1986 day of MAY, 1986, Book No. 215 on Page 211 in my office.



MAY 02 1986

BILLY V. COOPER, Clerk

By M. J. Cooper, D.C.

03961

BOOK 215 PAGE 212

## WARRANTY DEED

INDEXED

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, LUGINIA WATKINS, a single woman, do hereby convey and warrant unto NORRIS WALKER, JR. and MARY JEAN WALKER, 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:

Beginning at the southwest corner of that certain lot conveyed to Mack Johnson by deed dated July 20, 1957, recorded in Book 69 at Page 70 of the records of the Chancery Clerk of Madison County, Mississippi, and as corrected by deed dated June 14, 1973, recorded in Book 131 at Page 464 of said records, and run thence North 83° 51' East for 208.7 feet, thence South 9° 30' East for 208.7 feet, thence South 83° 51' West for 208.7 feet, thence North 9° 30' West for 208.7 feet to the point of beginning, containing in all 1.0 acres, more or less, and lying and being situated in NW¼ NE¼ of Section 3, Township 9 North, Range 4 East, Madison County, Mississippi.

This conveyance and the warranties contained herein are subject to Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi; outstanding oil, gas and other mineral interests of record; and taxes for the year 1986 which grantor agrees to pay.

WITNESS my signature this the 1<sup>st</sup> day of May, 1986.

Lugenia Watkins  
Lugenia Watkins

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named LUGINIA WATKINS, a single woman, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 1<sup>st</sup> day of May, 1986.

Elaine R. Fauscher  
Notary Public

My commission expires: November 14, 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 1<sup>st</sup> day of May, 1986, at 11:50 o'clock A. M., and was duly recorded on the MAY 02 1986 day of MAY, 1986, Book No 215, on Page 212 in my office.

Witness my hand and seal of office, this the MAY 02 1986 day of MAY, 1986.

BILLY V. COOPER, Clerk

By N. Walker, D.C.

BOOK 215 PAGE 213

WARRANTY DEED

3967

INDEXED

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, I, NORMAN HENDERSON, do

hereby convey and warrant unto EDWARD CHARLES JOHNSON  
with rights of survey and all other rights and interests therein, the following

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

Approximately (1) acre of land now owned by Fannie Luckett being sold to Norman Henderson described as follows: Begin at an Iron Pin at southeast corner of said Fannie Luckett's property according to deed recorded in Deed Book 35, page 252 as pointed out by Henry Rayford, adjacent owner and from said point run west 449 feet along the south boundary of said Fannie Luckett's property to the east edge of a 30 foot access road, thence run north 225 feet along east boundary of said 30 foot access road to southwest corner and point of beginning of the one (1) acre being described, thence run N 6 degrees 210 feet along the east boundary of said access road to southwest corner of King Smith and wife, NANCY Smith 3 acre lot, thence run east 210 feet along south boundary of said Smith Lot to northeast corner of the one acre lot being described, thence run S 6 degrees E 210 feet to an Iron Pin, thence run west 210 feet to point of beginning, the above described lot is bounded on the south by Grover and Viola Bennett Property in Lot #4, Section 17, Township 10 North, Range 5 East

ALSO:

Approximately two (2) acres of land in southeast corner of said Fannie Luckett's Home place as described by deed Book 35 at page 252 in the office of the Chancery Clerk in the City of Canton, Madison County, Mississippi, described as follows: Begin at iron rod at southeast corner of said Fannie Luckett's property as pointed out by Henry Rayford adjacent owner and from said point run N 0 degrees 3 degrees 15' W 436 feet along east boundary of said Fannie Luckett's Home place to an iron pin, thence run west 231 feet to the northeast corner of a lot already owned by said Norman Henderson, thence run S 6 degrees E 210 feet to the northeast corner of Grover and Viola Bennett's one acre lot; thence run south 225 feet along the east boundary of said Bennett's lot to southwest corner of the lot being described, thence run east 239 feet to point of beginning. All in Lot #4, Section 17, Township 10 North, Range 5 East. It is understood that the south 16 feet and the east 21 feet of the above described lot is subject to access road for property owners east and north of the above described lot.

Grantees agree to pay the 1986 ad valorem taxes which will be due in January, 1987.

The above described property is no part of grantor's homestead.

WITNESS MY SIGNATURE, this 1<sup>st</sup> day of MAY, 1986.

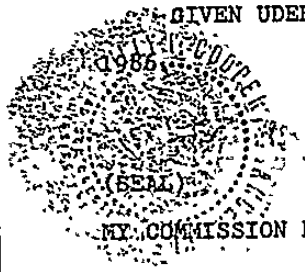
Norman Henderson  
NORMAN HENDERSON

BOOK 215 PAGE 214

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority in and for said county and state aforesaid, the within named NORMAN HENDERSON, who acknowledged to me that he did sign and deliver the foregoing instrument on the day and year therein mentioned as and for his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1 day of May,

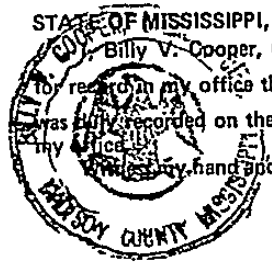


Billy V. Cooper, Chancery Clerk  
NOTARY PUBLIC  
By: R. Gregory D.C.

MY COMMISSION EXPIRES: 1-4-88

Grantor's address: 501 Welch St. Canton, ms. 39046  
Grantee's address: R1, Box 88-A - Camden, MS. 39145

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 1 day of May, 1986, at 4:00 o'clock P. M., and was duly recorded on the MAY 02 1986 day of MAY 02 1986, 1986, Book No. 215 on Page 213. in my office.  
Witness my hand and seal of office, this the MAY 02 1986 day of MAY 02 1986, 1986.  
BILLY V. COOPER, Clerk  
By R. 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, C & H DEVELOPERS, A MISSISSIPPI GENERAL PARTNERSHIP, Grantor, does hereby convey and forever warrant unto JEFFERY A. WRIGHT and wife, JAMIE B. WRIGHT, 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 9 (Nine), Kelly's Glen Subdivision, a subdivision according to a map or plat thereof on file and of record in Plat Cabinet B at Slide 85 in the records in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

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

1. City of Ridgeland and County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable shall be prorated as of the date of this instrument.
2. City of Ridgeland, Mississippi, Zoning Ordinance.
3. Prior reservations, conveyances and/or leases of record in regard to oil, gas and other minerals lying in, on and under the subject property.
4. Protective Covenants of Kelly's Glen dated November 19, 1985, and recorded in Book 575 at page 221 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 30<sup>th</sup> day of April, 1986.

C & H DEVELOPERS, A MISSISSIPPI  
GENERAL PARTNERSHIP

BY: Rodney B. Crumbley

Rodney B. Crumbley  
General Partner

BY: Mark C. Hunt

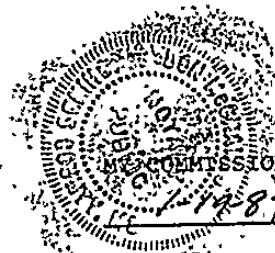
Mark C. Hunt,  
General Partner

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named RODNEY B. CRUMBLEY and MARK C. HUNT, who stated and acknowledged to me they are the General Partners of C & H Developers, a Mississippi General Partnership, and as such they 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 said partnership, they being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30 day of April, 1986.



Don McBratney  
NOTARY PUBLIC

COMMISSION EXPIRES:

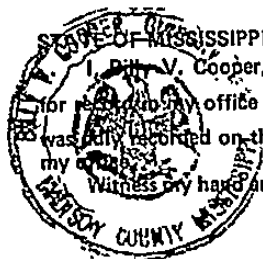
GRANTOR:

127 Ferry Dr.  
Brandon, Ms 39046

C2042902  
5260/9525

GRANTEE:

Kellys Glen Drive  
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 1 day of May, 1986, at 4:00 clock P. M., and was duly recorded on the 1 day of MAY, 1986, Book No 215 on Page 215. In my office this the 1 day of MAY, 1986.

BILLY V. COOPER, Clerk

By B. Wright, D.C.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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INDEXED  
03991

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 all of which is hereby acknowledged, the undersigned, \_\_\_\_\_

NORTHSIDE INVESTORS, INC., a Mississippi Corporation,

do(es) hereby sell, convey, and warrant unto \_\_\_\_\_

HARRY E. WEIR, JR. and Wife, ELIZABETH WEEMS WEIR

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, more particularly described as follows, to-wit:

LOT 28, TRACE VINEYARD SUBDIVISION, PART 1, a subdivision according to the map or plat thereof, which is on file and of record in the Office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slot 84, reference to which is hereby made in aid of and as a part of this description.

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

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(s) agree(s) to pay to the Grantee(s) or his/her/their assigns, any deficit on an actual proration, and, likewise, the Grantee(s) agree(s) to pay to the Grantor(s) or his/her/their assigns, any amount overpaid by them.

WITNESS MY/OUR SIGNATURES, this the 29th day  
of April, 19 86.

NORTHSIDE INVESTORS, INC.

BY: [Signature]

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, \_\_\_\_\_, who, being by me first duly sworn, states on oath that he is the duly elected \_\_\_\_\_ of NORTHSIDE INVESTORS, INC., a Miss. Corporation, and, who acknowledged to me that for and on behalf of said NORTHSIDE INVESTORS, INC., a Mississippi Corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this  
the 29th day of April, 19 86.

Drew S McWhorter  
NOTARY PUBLIC

My Commission Expires:  
November 9, 1987

GRANTORS' ADDRESS:

P.O. Box 16706  
JACKSON, MS. 39236

GRANTEES' ADDRESS:

10 Napa Valley Circle  
Madison, Mississippi 39110

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office, this 2 day of May, 19 86, at 9:40 clock A. M., and was duly recorded on the 5 day of MAY, 19 86, Book No 215 on Page 216  
Witness my hand and seal of office, this the 5 day of MAY, 19 86.

BILLY V. COOPER, Clerk

By [Signature], D.C.

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BOOK 215 PAGE 217

WARRANTY DEED

03995

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Thomas M. Harkins Builder, Inc., a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto Edward R. Walker and wife, Wanda G. Walker, 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-Five (85), POST OAK PLACE, III-A, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slot 78 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 1986 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 30th day of April, 1986.

*Thomas M. Harkins*

Thomas M. Harkins Builder, Inc., a

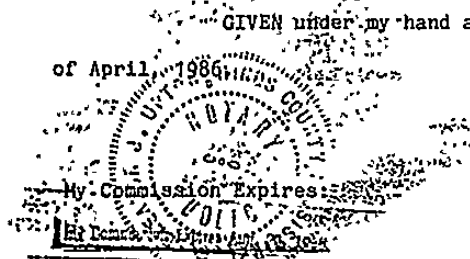
Mississippi Corporation

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

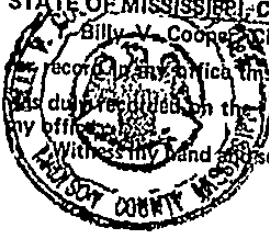
GIVEN under my hand and official seal of office, this the 30th day of April, 1986.



*E. L. Kupton*  
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 2 day of May, 1986, at 9:00 o'clock P.M., and was duly recorded on the 5 day of MAY, 1986, Book No. 215 on Page 217. In witness my hand and seal of office, this the 5 day of MAY, 1986.



BILLY V. COOPER, Clerk

By *H. Wright* D.C.

BOOK 215 PAGE 218  
WARRANTY DEED

04003

No

INDEXED

FOR AND IN CONSIDERATION of the sum of Seventy five dollars and no/100-----  
DOLLARS (\$ 75.00\*\*\*\*),

the receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does  
hereby convey and forever warrant unto ANNIE BELLE SMITH

Rt. 4 Box 8 B

Canton, Ms.

, the following described land lying and being  
situated in the City of Canton, Madison County, Mississippi, to-wit:

NW1/4-Lot 10 of Block E of the Onsha  
Burks Memory Gardens Cemetery, according to the map or plat thereof  
on file in the office of the Chancery Clerk of Madison County, Mississippi,  
in Plat Slide B-47, B-48, B-49.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute  
Book 23 at page 193, in the office of the Clerk of said City, and the conveyance and the Warranty herein contained is subject to the  
provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference.

IN WITNESS WHEREOF, the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the

4th day of April, 1986.

(SEAL)

CITY OF CANTON, MISSISSIPPI

BY

Deputy CLERK

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, Wanda A. Baldwin per-  
sonally known to me to be the Clerk of the City of Canton, Mississippi, who acknowledged that she signed, affixed the seal of said City  
thereto, and delivered the foregoing deed on the date therein stated, as and for the act and deed of said City, being first duly authorized so  
to do.

GIVEN UNDER my hand and official seal this the 4th day of April, 1986.

Notary Public

My Commission Expires April 32, 1989

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office on the 4th day of May, 1986, at 9:00 o'clock A.M., and  
was duly recorded on the 5th day of MAY, 1986, 1986, Book No. 215 on Page 218 in  
my office.

Witness my hand and seal of office, this the 5th day of MAY, 1986, 1986.

BILLY V. COOPER, Clerk

By H. Wright, D.C.

BOOK 215 PAGE 219

WARRANTY DEED

04002

NO 78

INDEXEL

FOR AND IN CONSIDERATION of the sum of SEVENTY FIVE DOLLARS AND NO/100-----

DOLLARS (\$ 75.00\*\*\*\*),

the receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does

hereby convey and forever warrant unto RICHARD ELDER  
MCDILL AIR FORCE BASE  
FLORIDA

, the following described land lying and being  
situated in the City of Canton, Madison County, Mississippi, to-wit:

NW1/4- Lot 15 of Block G of the Onisha  
Burks Memory Gardens Cemetery, according to the map or plat thereof  
on file in the office of the Chancery Clerk of Madison County, Mississippi,  
in Plat Slide B-47, B-48, B-49.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute  
Book 23 at page 193, in the office of the Clerk of said City, and the conveyance and the Warranty herein contained is subject to the  
provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference.

IN WITNESS WHEREOF, the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the

8th day of April, 1986.

(SEAL)

CITY OF CANTON, MISSISSIPPI

BY: Linger P Monk  
Deputy CLERK

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, Wanda A. Baldwin per-  
sonally known to me to be the Clerk of the City of Canton, Mississippi, who acknowledged that she signed, affixed the seal of said City  
thereto, and delivered the foregoing deed on the date therein stated, as and for the act and deed of said City, being first duly authorized so  
to do.

GIVEN UNDER my hand and official seal this the 8th day of April, 1986.

Margaret P. ...  
Notary Public

My Commission Expires: April 12, 1989

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 2nd day of May, 1986, at 9:01 o'clock P.M. and  
was duly recorded on the 5th day of May, 1986, Book No. 215 on Page 19 in  
my office.

Witness my hand and seal of office, this the 5th day of May, 1986.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

BOOK 215 PAGE 220  
WARRANTY DEED

04005

INDEXED

No 77

FOR AND IN CONSIDERATION of the sum of Seventy Five and no/100  
DOLLARS (\$ 75.00\*\*),

the receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does  
hereby convey and forever warrant unto Nancy Brent  
308 Owens Street  
the following described land lying and being  
situated in the City of Canton, Madison County, Mississippi, to-wit:

SW $\frac{1}{4}$  Lot 24 of Block F of the Onisha  
Burks Memory Gardens Cemetery, according to the map or plat thereof  
on file in the office of the Chancery Clerk of Madison County, Mississippi,  
in Plat Slide B-47, B-48, B-49.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute  
Book 23 at page 193, in the office of the Clerk of said City, and the conveyance and the Warranty herein contained is subject to the  
provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference.

IN WITNESS WHEREOF, the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the  
26th day of March, 1986.

CITY OF CANTON, MISSISSIPPI

BY: Roger P. Mark  
(Deputy) CLERK

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, Wanda A. Baldwin per-  
sonally known to me to be the Clerk of the City of Canton, Mississippi, who acknowledged that she signed, affixed the seal of said City  
thereto, and delivered the foregoing deed on the date therein stated, as and for the act and deed of said City being first duly authorized so  
to do.

GIVEN UNDER my hand and official seal this the 26<sup>th</sup> day of March, 1986.

Sidney F. ...  
Notary Public  
My Commission Expires April 4, 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 26<sup>th</sup> day of May, 1986, at 9:00 clock A.M., and  
was duly recorded on the 26<sup>th</sup> day of MAY, 1986, Book No. 215 on Page 220. In  
my office.

Witness my hand and seal of office, this the 26<sup>th</sup> day of MAY, 1986.

BILLY V. COOPER, Clerk

By n. Wright, D.C.



BOOK 215 PAGE 221

04004

INDEXED

WARRANTY DEED

No 76

FOR AND IN CONSIDERATION of the sum of Seventy Five and No/100-----  
----- DOLLARS (\$ 75.00\*\*),

the receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does  
hereby convey and forever warrant unto Lizzie Mae Wilson

-----, the following described land lying and being  
situated in the City of Canton, Madison County, Mississippi, to-wit:

NW $\frac{1}{4}$  Lot 20 of Block F of the Onisha  
Burks Memory Gardens Cemetery, according to the map or plat thereof  
on file in the office of the Chancery Clerk of Madison County, Mississippi,  
in Plat Slide B-47, B-48, B-49.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute  
Book 23 at page 193, in the office of the Clerk of said City, and the conveyance and the Warranty herein contained is subject to the  
provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference.

IN WITNESS WHEREOF, the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the  
20th day of March, 1986.

(SEAL)

CITY OF CANTON, MISSISSIPPI

BY: Hinger P Mark  
(Deputy) CLERK

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, Wanda A Baldwin per-  
sonally known to me to be the Clerk of the City of Canton, Mississippi, who acknowledged that she signed, affixed the seal of said City  
thereto, and delivered the foregoing deed on the date therein stated, as and for the act and deed of said City, being first duly authorized so  
to do.

GIVEN UNDER my hand and official seal this the 20th day of March, 1986

Sally R. Riddle  
Notary Public

My Commission Expires April 3, 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 20th day of May, 1986, at 9:00 o'clock AM, and  
was duly recorded on the 20th day of May, 1986, Book No 215 on Page 221. in  
my office.

Witness my hand and seal of office, this the 20th day of MAY, 1986.

BILLY V. COOPER, Clerk

By Wright, D.C.

C  
BOOK 215 PAGE 222

WARRANTY DEED

04007

INDEXED

FOR AID IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, 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, PAUL LAYAR MORGAN and wife, MARY JANE MORGAN 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 One Hundred Forty-two (142), POST OAK PLACE, III-B, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B-80, reference to which 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 Grantee or assigns any deficit on an actual proration, and likewise the Grantee agrees to pay to the Grantor or assigns any amount overpaid by it.

WITNESS THE SIGNATURE of the Grantor, this the 30th day of April, 1986.

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

BY:

  
J. Frank Pucylowski, President

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.

Given under my hand and seal of office, this the 30th day of April, 1986.

BOOK 215 PAGE 223

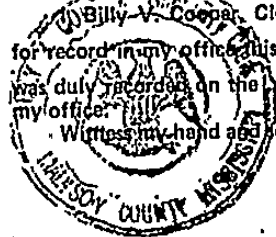
MY COMMISSION EXPIRES:  
My Commission Expires Jan. 4, 1987

*[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 2 day of May, 1986, at 9:00 o'clock A. M., and was duly recorded on the 5 day of MAY, 1986, Book No 215 on Page 223.  
Witness my hand and seal of office, this the 5 day of MAY, 1986.



BILLY V. COOPER, Clerk

By [Signature], D.C.

DIVISION REGION CC#  
.01 North 02° 665

INDEXED

01012

BOOK 215 PAGE 224

Grantor:

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

Grantees:

Robert E. O'Brien, Jr. and  
wife, Barbara C. O'Brien  
1238 Ferncrest Drive  
Jackson, MS 39211

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 are hereby acknowledged, Trace Development Co., a Mississippi corporation, does hereby sell, convey and warranty unto Robert E. O'Brien, Jr. and wife, Barbara C. O'Brien, as joint tenants with full rights of survivorship and not as tenants in common, that certain land and property, lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 26, Trace Vineyard Subdivision, Part 1, a subdivision of Madison County, Mississippi according to the map or plat thereof filed of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet B, Slide 84, reference to which is hereby made for incorporation herein.

This conveyance is executed and Grantor's warranty is subject to:

- (1) Zoning and subdivision regulations and ordinances of the City of Madison.
- (2) Ad valorem taxes for 1986 and subsequent years.
- (3) All oil, gas and other minerals have been reserved or conveyed by prior owners; and such are not hereby conveyed.
- (4) 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.

(5) 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.

(6) Those certain Restrictive Covenants as recorded in Book 574 at Page 545 of the aforesaid records.

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

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

TRACE DEVELOPMENT CO.

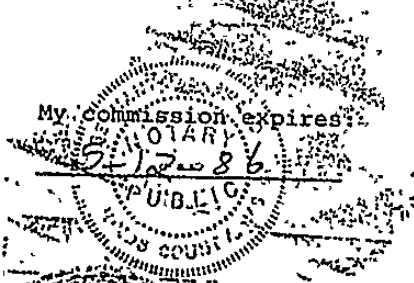
By: W. D. Terrey

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. D. Terrey who acknowledged to me that he is Vice President of Trace Development Co., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do by said corporation.

Given under my hand and official seal of office, this, the 22nd day of November, 1985.

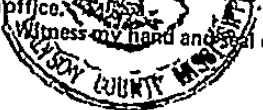
Bethany Fisk Ward  
NOTARY PUBLIC



-2-

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2 day of May, 1986, at 9:10 clock A.M., and was duly recorded on the 5 day of MAY, 1986, Book No. 215 on Page 224 in my office. Witness my hand and seal of office, this the 5 day of MAY, 1986.



BILLY V. COOPER, Clerk

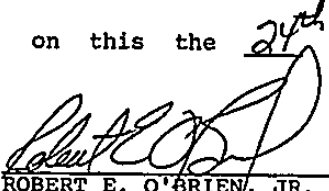
By: H. Whigitt, D.C.

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, ROBERT E. O'BRIEN, JR. and wife, BARBARA C. O'BRIEN of 1238 Ferncrest Drive, Jackson, Mississippi 39211, do hereby sell, convey and warrant unto DERYL FERGUSON CONSTRUCTION COMPANY, INC. of 110 Hickory Place, Brandon, Mississippi 39042, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Lot 26, Trace Vineyard Subdivision, Part 1, a subdivision of Madison County, Mississippi according to the map or plat thereof filed of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet B, Slide 84, reference to which is hereby made for incorporation herein.

This conveyance is subject to all prior reservations of oil, gas and minerals lying in, on and under said land, to all existing public utility easements and rights-of-way, and to the ad valorem taxes for the year 1986, which shall be paid by Grantee.

WITNESS OUR SIGNATURES, on this the 24<sup>th</sup> day of April, 1986.

  
ROBERT E. O'BRIEN, JR.

  
BARBARA C. O'BRIEN

STATE OF MISSISSIPPI

COUNTY OF Leflore

BEFORE me the undersigned authority in and for the above state and county, personally appeared the within named ROBERT E. O'BRIEN, JR. and BARBARA C. O'BRIEN, who each acknowledged that they signed, executed and delivered the

foregoing Warranty Deed on the date and year therein mentioned.

GIVEN under my hand and official seal of office, this the 24th day of April, 1986.

*Linda Kay McAdams*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Nov. 16, 1987



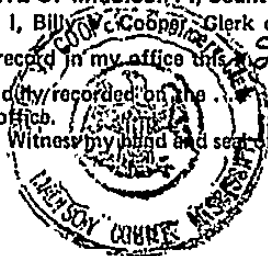
STATE OF MISSISSIPPI, County of Madison:

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 2 day of May, 1986, at 9:00 clock A.M., and was duly recorded on the 5 day of MAY, 1986, Book No. 215 on Page 226 in my office.

Witness my hand and seal of office, this the 5 day of MAY, 1986.

BILLY V. COOPER, Clerk

By D. Wright, D.C.



INDEXED

## QUITCLAIM DEED

04015

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned SEYMOUR POST, Grantor, do hereby sell, convey and quitclaim unto MARGARET M. POST, Grantee, all of my right, title and interest in and to the following described property situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

A rectangular tract of land situated in the Southwest Corner of Lot 5, Block 32, Section 31, Township 7 North, Range 2 East, Madison County, Mississippi and more particularly described as follows, to-wit:

Commencing at the Southwest corner of Lot 5, Block 32; thence North 89 degrees 05 minutes East, 10 feet to the Point of Beginning; thence North 120 feet to a point; thence North 69 degrees 05 minutes East 363 feet to a point; thence South 120 feet to a point; thence South 89 degrees 05 minutes West 363.0 feet to the Point of Beginning.

THE HEREIN described property constitutes no part of the homestead of the Grantor.

WITNESS MY SIGNATURE, this the 22<sup>nd</sup> day of April, 1986.

Seymour Post  
SEYMOUR POST

STATE OF MISSISSIPPI }

COUNTY OF Henderson }

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named SEYMOUR POST, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 22nd day of April, 1986.

Sarah Blalock  
NOTARY PUBLIC





My Commission Expires:

MY COMMISSION EXPIRES JULY 10, 1989

GRANTOR/GRANTEE

4515 OFFICE PARK DRIVE  
JACKSON, MS. 39206

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 2 day of May, 1986, at 10:15 clock Am and was duly recorded in the ... day of MAY, 1986, Book No 215 on Page 228 in my office. Witness my hand and seal of office, this the ... of MAY 5 1986, 19...



BILLY V. COOPER, Clerk

By [Signature], D.C.

04018

CORRECTED WARRANTY DEED

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, UNDERWOOD DEVELOPMENT COMPANY, a Mississippi corporation in good standing, Grantor, does hereby grant, sell, convey and warrant unto BUSH DEVELOPMENT, LTD., a Mississippi limited partnership, whose Articles are filed for record in the office of the Chancery Clerk of Attala County, Mississippi, Grantee, subject to the matters hereinafter set forth, the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows:

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

North 88 degrees 59 minutes 30 seconds East for 350.0 feet; North 56 degrees 14 minutes 34 seconds East for 566.24 feet; North 64 degrees 33 minutes 40 seconds East for 206.16 feet; North 50 degrees 31 minutes 30 seconds East for 300.0 feet; thence leaving said North right-of-way of Interstate Highway 220, run North 39 degrees 28 minutes 30 seconds West for a distance of 419.97 feet to the point of beginning of the herein described parcel; continue thence North 39 degrees 28 minutes 30 seconds West for a distance of 296.49 feet to a point located on the South right-of-way line of Highpoint Drive, as said street exists this date; run thence North 82 degrees 39 minutes 25 seconds East along the said South right-of-way line of Highpoint Drive for a distance of 29.82 feet to the point of curvature of a 13.9314 degree curve having a central angle of 25 degrees 59 minutes 28 seconds; run thence along said curve to the left for a distance of 186.56 feet to its point of tangency; run thence South 39 degrees 28 minutes 30 seconds East for a distance of 219.99 feet to a point; run thence South 50 degrees 31 minutes 30 seconds West for a distance of 200.0 feet to the point of beginning and containing 1.142 acres, more or less.

This conveyance is made subject to and there is excepted from the warranty hereof, the following:

1. Ad valorem taxes for the year 1985 constitute a lien on subject property but are not due and payable until January, 1986.

2. Zoning ordinances of Madison County, Mississippi.

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3. Reservations and conveyances by predecessors in title to Grantor of any oil, gas and other minerals and royalties.
4. Release of damages in conveyance to State Highway Commission contained in deed filed for record in Book 132 at page 832.

Grantor reserves unto itself, its successors and/or assigns all oil, gas and other minerals lying in, on and under the above described property not heretofore reserved or conveyed by predecessors in title, without surface rights of ingress and egress.

Ad valorem taxes for the year 1985 have been prorated between Grantor and Grantee on an estimated basis. Upon receipt of actual tax statements, Grantor and Grantee agree that appropriate adjustments will be made to reflect Grantor's payment of ad valorem taxes up to the date of this conveyance and Grantee's payment of all ad valorem taxes thereafter. Grantee assumes and agrees to pay ad valorem taxes and assessments becoming a lien after the date of this conveyance.

Grantor reserves for itself, its successors and assigns architectural control for any improvements constructed or placed upon the above described property. No construction shall commence nor shall any alteration be made in the exterior of any improvement until architectural plans, including site plans, satisfactory to Grantor have been submitted to and approved by Grantor. This restriction shall constitute a covenant running with the land, inuring to the benefit of Grantor, its successors and assigns and binding upon Grantee its successors in title and assigns, for a period of twenty-five years from and after the date of this deed.

This deed is executed to correct an error in the description contained in that certain deed filed for record in Book 208 at Page 61 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS the signature of Grantor acting by and through its  
duly authorized officers this 1st day of May, 1986 to be  
effective as of the 29th day of August, 1985.

UNDERWOOD DEVELOPMENT COMPANY

BY: Thomas M. Underwood, Pres.

Attest:

Jack Jaskett  
E.V.P.

Grantor's Address:  
1410 Livingston Lane  
Jackson, MS 39213

Grantee's Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in  
and for the jurisdiction aforesaid, the within named  
Thomas M. Underwood and Jack Jaskett, to me  
personally known, who acknowledged that they are the  
President and Vice-President,  
respectively, of Underwood Development Company, a Mississippi  
corporation, and that for and on behalf of said corporation and  
as its act and deed, they signed and delivered the above and  
foregoing instrument of writing on the day and in the year  
therein mentioned, they having first been duly authorized so to  
do.

GIVEN under my hand and official seal within the  
jurisdiction aforesaid this 1st day of May, 1986.

Ernie C. [Signature]  
NOTARY PUBLIC

My Commission Expires:

7-1-89

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 1st day of May, 1986, at 11:15 o'clock 2 M., and  
was duly recorded on the 1st day of MAY, 1986, Book No. 215 on Page 230 in  
my office.

Witness my hand and seal of office, this the 5 day of MAY, 1986.

BILLY V. COOPER, Clerk

By [Signature], D.C.

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, JOHN I. WILSON does hereby sell, convey and warrant unto ROBERT A. MALOUF and MICHAEL J. MALOUF, Grantees the following described real property lying and being situated in Madison County, Mississippi, to-wit:

From an iron pin marking the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi run thence North 89°28'43" West, a distance of 73.59 feet to the point of beginning of the following described parcel of land; from said point of beginning run thence North 89°28'43" West, a distance of 1178.2 feet to a fence line; thence North 0°27'50" East, along said fence line a distance of 495.17 feet; thence North 0°15'19" East, along said fence line, a distance of 21.11 feet; thence South 89°28'43" East, a distance of 1248.3 feet to the Westerly line of Meadow Hills Subdivision; thence along the Westerly line of said Subdivision of following: South 0°05'16" West, a distance of 165.89 feet; thence South 66°46' West, a distance of 77.32 feet; thence South 0°31'17" West, a distance of 319.25 feet to the point of beginning, containing 621,149 square feet or 14.26 acres, more or less, and being a part of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi.

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

1. The liens of the 1986 state and county ad valorem taxes, which are not yet due and payable and which are to be pro-rated between Grantors and Grantee as of the date of this deed.
2. Zoning and subdivision ordinance of Madison County, Mississippi.
3. All prior oil, gas and mineral reservations, conveyances or leases of record as pertain to the subject property.

4. All right-of-way, easements and other reservations of record.

WITNESS OUR SIGNATURES, this the 2 day of ~~April~~, MAY 1986.

John I. Wilson  
JOHN I. WILSON

STATE OF MISSISSIPPI  
COUNTY OF Hinds

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 2 day of May, 1986.

Phillip D. Auter  
Notary Public

(SEAL)

My commission expires:  
My Commission Expires March 17, 1990

Grantor: John I. Wilson

P.O. Box 16168 Sackin, MS 39236

Grantees: Michael S. Malen  
Name  
Capital @ President  
Address  
Sackin, MS 39201

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 2 day of May, 1986, at 4:45 o'clock P. M., and was duly recorded on the 5 day of MAY, 1986, Book No 215 on Page 233 in my office.

Witness my hand and seal of office, this the 5 day of MAY, 1986.

BILLY V. COOPER, Clerk

By B. Wright, D.C.

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04028

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FHA Case #281-127630

MISSISSIPPI DEED

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development, of Washington, D. C., hereby sells, conveys, and warrants specially unto BARBARA KING of 210 William Drive, Clinton, MS 39056, the following described real property situated in Madison County, Mississippi, to-wit:

Lot 13 of PATSY ANN SUBDIVISION, PART ONE (1), according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 35 thereof (now Plat Slide A-119), reference to which is hereby made.

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

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

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

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions, and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1986, and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

IN WITNESS WHEREOF the undersigned on this 21st day of April, 1986, has set her hand and seal as Deputy Chief, Loan Management and Property Disposition Branch, HUD Area Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

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

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

STATE OF MISSISSIPPI  
COUNTY OF HINDS:::

PERSONALLY came and appeared before me, Michael B. Chittom, the undersigned Notary Public in and for said county, the within named Charlotte H. Simpson, who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date April 21, 1986, by virtue of the authority vested in her by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, as Area Office Deputy Chief, Loan Management and Property Disposition Branch, for and on behalf of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development.

GIVEN UNDER MY HAND AND SEAL this 21st day of April, 1986.

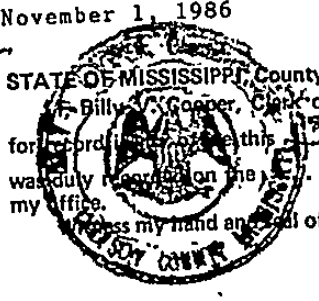
Michael B. Chittom  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

November 1, 1986

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in this 15 day of May, 1986, at 9:00 o'clock A.M., and was duly recorded on the 5 day of MAY, 1986, Book No. 215 on Page 235 in my office.



Witness my hand and seal of office, this the 6 day of MAY, 1986.  
BILLY V. COOPER, Clerk  
By M. Wright, D.C.

C  
STATE OF MISSISSIPPI

COUNTY OF MADISON

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WARRANTY DEED

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0-1030

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, SUMMERTREE LAND COMPANY, LTD., by and through its General Partner, SECURITY SAVINGS & LOAN ASSOCIATION, a Mississippi corporation, does hereby sell and convey unto MICHAEL J. PACKER and JUDY T. PACKER, 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, more particularly described as follows, to-wit;

Lot 7, VILLAGE OF WOODGREEN, Part 6, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slot 79 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

It is agreed and understood that the taxes for the current year have been pro-rated 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 Grantee or its assigns any deficit on an actual proration, and likewise the Grantee agrees to pay to the Grantor or its assigns any amount overpaid by it.

WITNESS MY SIGNATURE this the 28<sup>th</sup> day of April, 1986.

SUMMERTREE LAND COMPANY, LTD.,

BY: Its General Partner, Security Savings &  
Loan Association

BY:

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



STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named William A. Frohn, who being by me first duly sworn states on oath that he is the duly elected Executive Vice President of Security Savings & Loan Association, a Mississippi corporation and General Partner of Summertree Land Company, Ltd., and who acknowledged to me that for and on behalf of said Security Savings & Loan Association, General Partner of Summertree Land Company, Ltd., he signed and delivered the above and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN Under my hand and official seal of office this the 28 day of April, 1986.

NOTARY PUBLIC

My Commission expires:

My Commission Expires May 17, 1988

Grantor's Address: P. O. Box 1389, Jackson, MS 39205

Grantee's Address:

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 5 day of May, 1986, at 9:00 o'clock A.M., and was duly recorded on the 5 day of May, 1986, 1986, Book No. 215 on Page 236 in my office. Witness my hand and seal of office, this the 6 day of May, 1986, 1986.



BILLY V. COOPER, Clerk

By *m. wright*, D.C.

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WARRANTY DEED

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04031

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, MICHAEL J. PACKER and wife, JUDY T. PACKER, by these presents, do hereby sell, convey and warrant unto RIVES & COMPANY, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

Lot Seven (7), of Village of Woodgreen, Part Six (6), according to the map thereof which is of record in the Office of the Chancery Clerk of Madison County, at Canton, Ms., in Plat Cabinet "B" at Slot 79, reference to which is hereby made.

Record title to the instant property is vested in Grantors by Warranty Deed dated April 28, 1986, executed by Summertree Land Company, Ltd., to be recorded.

This conveyance and it's warranty is subject only to title exceptions, namely:

1. Oil, gas and mineral rights outstanding.
2. Utility easement 10 ft. across Southwest side of lot per plat.
3. Restrictive covenants, recorded in Book 476 at Page 597, Book 484 at Page 170, and Book 490 at Page 351.
4. Deed of Trust dated November 14, 1979, to Deposit Guaranty National Bank, Book 465 Page 292, as to which this lot will be released by Summertree Land Company, Ltd.
5. Ad valorem taxes for the present year, which have been prorated this date by estimation, and will be adjusted to actual when ascertained as to amount.

WITNESS the hand and signature of the Grantors hereto affixed on this the 29th day of April, 1986.

Michael J. Packer  
MICHAEL J. PACKER

Judy T. Packer  
JUDY T. PACKER

STATE OF MISSISSIPPI, COUNTY OF Hinds:

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named MICHAEL J. PACKER and wife, JUDY T. PACKER, who each acknowledged

before me that they signed and delivered the foregoing instrument  
for the purposes recited on the date therein set forth.

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

the 29th day of April, 1986.

*Charles R. Waples*  
NOTARY PUBLIC

My Comm. Expires: MY COMMISSION EXPIRES AUGUST 22, 1987

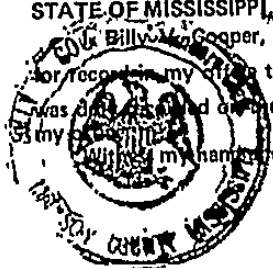
Grantor M/A: Mr./Mrs. Michael J. Packer,

Grantee M/A: Rives & Company, P. O. Box 12155, Jackson, Ms. 39211

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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 5 day of May, 1986, at 9:00 o'clock A.M. and  
was not recorded on the 5 day of MAY, 1986, Book No. 215 On Page 238. In  
witness my hand and seal of office, this the 5 day of MAY, 1986.



BILLY V. COOPER, Clerk

By R. W. Wright, D.C.

DEED

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For and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay by the Grantee herein, when and as due, his pro rata share of the outstanding balance of the rental payments due and owing by the Grantors herein, under that certain Lease Agreement dated September 8, 1978, and filed for record in Book 448 at Page 203 in the Office of the Chancery Clerk of Madison County, Mississippi, said Lease Agreement having been subsequently assigned, supplemented and amended by instruments filed for record in Book 455 at Page 512, Book 456 at Page 100, Book 462 at Page 362, Book 462 at Page 620, Book 476 at Page 565, Book 484 at Page 353, and Book 484 at Page 355, the undersigned, THOMAS R. RYAN and RACHEL G. RYAN, Grantors, do hereby sell, convey and warrant unto THOMAS P. ESTES, Grantee, the leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:


Unit 15 (The Breakers Phase IV-A), and an undivided interest in the common areas (and all other rights thereunto pertaining) of The Breakers, a Condominium, according to the Plan of Condominium for such project, the plats and exhibits attached thereto, as recorded in Book 466 at Page 200, and as amended and supplemented in Book 491 at Page 576, and in Book 503 at Page 21; and the plats of record in Cabinet B, Slide 39, and in Cabinet B, Slide 49, and in Cabinet B, Slide 53, in the Office of the Chancery Clerk of Madison County at Canton, Mississippi.

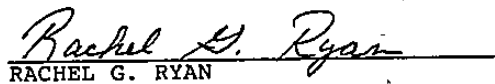
The Grantee by acceptance hereof hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, provisions and conditions set forth in the above mentioned Plans of Condominium and the Declaration of Restrictions filed for record and any amendments pursuant thereunto, including, but not limited to, the obligation to make payment of assessments for the maintenance and operation of the condominium which may be levied against such unit.

This leasehold conveyance is made subject to the following:

1. All the terms and conditions of the above described Lease Agreement and as amended and supplemented.
2. All protective covenants, easements and rights-of-way of record and zoning ordinances affecting the above described property.
3. The liens of the 1986 State, County and City taxes, which are not yet due and payable, and which are to be prorated as of the date of delivery of this deed.
4. All prior oil, gas and mineral reservations, conveyances, or leases of record as pertain to the subject property.
5. The terms, conditions, liens, easements, rights and obligations contained in the Declaration of Restrictions (together with any amendments thereto) as recorded in Book 466, Page 200, and amended in Book 491 at Page 576, and further amended in Book 503 at Page 21 in the Office of the Chancery Clerk of Madison County, Mississippi.

WITNESS our signatures on this, the 8<sup>th</sup> day of April, 1986.

  
THOMAS R. RYAN

  
RACHEL G. RYAN

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named THOMAS R. RYAN and RACHEL G. RYAN, who 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 on this, the 8<sup>th</sup>  
day of April, 1986.

My Commission Expires:  
My Commission Expires August 11, 1991

*Clarene Reynolds*  
NOTARY PUBLIC



Grantors' Address:

729 White Oak Circle  
Jackson, MS 39208

Grantee's Address:

15 Breakers Lane  
Jackson, MS 39211

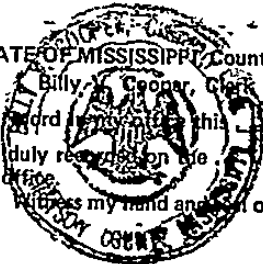
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record on this 5 day of May, 1986, at 9:00 o'clock A.M., and  
was duly recorded on the 5 day of MAY, D. 1986, Book No 215 on Page 242 in  
my office.

In witness my hand and seal of office, this the 5 day of MAY, 1986.

BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.



C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 215 PAGE 243

04044

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 all of which is hereby acknowledged, the undersigned, H. C. BAILEY CONSTRUCTION COMPANY, by and through its duly authorized officer, does hereby sell and convey unto RUTH SQUIRES STORM the following described land and property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot 7, Village of Woodgreen, Part 4, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slot 57 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

It is agreed and understood that the taxes for the current year have been pro-rated 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 Grantee or its assigns any deficit on an actual proration, and likewise the Grantee agrees to pay to the Grantor or its assigns any amount overpaid by it.

WITNESS MY SIGNATURE this the 30th day of April, 1986.

H. C. BAILEY CONSTRUCTION COMPANY

BY: William A. Frohn

WILLIAM A. FROHN  
Executive Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named William A. Frohn who being by me first duly sworn states on oath that he is the duly elected Executive Vice President of H. C. Bailey Construction Company and who acknowledged to me that for and on behalf of said H. C. Bailey Construction Company he signed and delivered the above and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN Under my hand and official seal of office this the 30th day of April, 1986.

NOTARY PUBLIC

My Commission expires:

7-10-89

Grantor's Address: P.O. Box 16527, Jackson, MS 39236

Grantee's Address: 525 Bedford Circle, Madison, MS 39110

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 5 day of MAY 1986, at 9:00 A.M. and was duly recorded on the 5 day of MAY 1986, Book No. 215 on Page 243.

Witness my hand and seal of office, this the 5 day of MAY 1986.

BILLY V. COOPER, Clerk

By m. Wright, D.C.

BOOK 215 PAGE 244



## WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, GEORGE B. GILMORE CO., a Mississippi Corporation, does hereby sell, convey and warrant unto W.W. BAILEY AND WIFE, SARA A. BAILEY, an undivided 1/4 interest in and to the following described land and property located and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

Southwest Quarter (SW $\frac{1}{4}$ ) of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi.

The Grantor hereby excepts from this deed any and all oil, gas and other mineral reservations heretofore made in connection with this property, and any easements of record, parties in possession or encroachments of any kind.

WITNESS MY SIGNATURE on this the 29<sup>th</sup> day of April, A.D., 1986.

GEORGE B. GILMORE CO.

George B. Gilmore  
GEORGE B. GILMORE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, GEORGE B. GILMORE, personally known to me to be the President of George B. Gilmore Co., who, first being duly sworn by me, stated on oath and acknowledged that he signed and delivered the foregoing Warranty Deed on the date and for the purposes therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the 29<sup>th</sup> day of April, A.D., 1986.

My Commission Expires March 23, 1988

My Commission Expires:

Julius P. Valentine  
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 May 8 day of 1986, at 9:00 o'clock A.M., and was duly recorded on the May 8 day of 1986, Book No. 215 on Page 245 in my office.

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

BILLY V. COOPER, Clerk

By [Signature] D.C.

WARRANTY DEED

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INDEXED?

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, THE MUSTARD SEED, INC., P.O. Box 55473, Jackson, Mississippi, a Mississippi non-profit, charitable corporation, organized and existing by virtue of the laws of the State of Mississippi, does hereby sell, convey and warrant unto W.W. BAILEY, P.O. Box 13037, Jackson, Mississippi 39236, a 1/3 interest, unto GEORGE B. GILMORE, 11 Northtown Drive, Suite 125, Jackson, Mississippi 39211, a 1/3 interest, unto ROBERT W. KING, 3671 Woodward Place, Jackson, Mississippi 39216, a 1/6 interest, and unto WILLIAM A. PRIMOS, 1750 Meadowbrook Road, Jackson, Mississippi 39211, a 1/6 interest, in and to an undivided 1/16 interest in and to the following described land and property located and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

Southwest Quarter (SW $\frac{1}{4}$ ) of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi.

The grantor hereby excepts from this deed any and all oil, gas and other mineral reservations heretofore made in connection with this property, and any easement of record, parties in possession or encroachments of any kind.

IN WITNESS WHEREOF, The Mustard Seed, Inc., a Mississippi non-profit, charitable corporation, has caused this Deed to be executed by its President, Ruby F. Wadford, and attested to by its Secretary, Hazel Thornton, and the seal of said corporation to be affixed thereto, on this the 30<sup>th</sup> day of April, A.D., 1986.

ATTESTED:

THE MUSTARD SEED, INC.

Hazel Thornton  
BY: Hazel Thornton, Secretary

Ruby F. Wadford  
BY: Ruby F. Wadford, President

**COUNTY OF HINDS**

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GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the 30<sup>th</sup>  
day of April, A.D., 1986.

My Commission Expires Jan 10, 1990

1. FILED County Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 5 day of may, 1986, at 9:00 a M. and was duly recorded on the 6 day of MAY, 1986, Book No. 215 on Page 246 in my office.

Witness my hand and seal of office, this the 6 of MAY, 1986.

**BILLY V. COOPER, Clerk**

By N. W. Smith, D.C.

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

INDEXED

No 7968

Redeemed Under H.B. 647  
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

Herman P. Mason, Attorney  
the sum of Twenty-Six Dollars & 05/100 cents DOLLARS (\$ 26.05)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 13 Weather Place</u>				
<u>Sec 3 Tax Bl. 171-724</u>			<u>Kibbwood</u>	

Which said land assessed to Weather Place, Inc. and sold on the  
17 day of Sept 1984, to George H. Merritt for  
taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 5th day of  
May 1986 Billy V. Cooper, Chancery Clerk  
(SEAL)

By M. Doolley D.C.

## STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$ <u>1023</u>
(2) Interest	\$ <u>82</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$ <u>20</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>125</u>
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$ <u>450</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>100</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$ <u>1825</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$ <u>51</u>
(10) 1% Damages per month or fraction on 19 <u>83</u> taxes and costs (Item 8 -- Taxes and costs only <u>20</u> Months	\$ <u>365</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>100</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>2381</u>
(19) 1% on Total for Clerk to Redeem	\$ <u>24</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>83</u> taxes and to pay accrued taxes as shown above	\$ <u>2405</u>
	<u>200</u>
	<u>26.05</u>

Excess bid at tax sale \$ ✓

George Merritt - 2241  
164  
2.00  
26.05

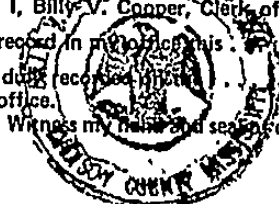
## STATE OF MISSISSIPPI, County of Madison:

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 May day of 1986, at 10:00 o'clock a. M., and  
was duly recorded in my office this MAY day of 1986, 19....., Book No. 215 on Page 248 in  
my office.

Witness my hand and seal of office, this the MAY 6 of 1986, 19.....

BILLY V. COOPER, Clerk

By n. Wright D.C.



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04056

BOOK 215 PAGE 249

POWER OF ATTORNEY

STATE OF MISSISSIPPI  
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS, that I, T. R. Pittman of Madison County, Mississippi, have made, constituted and appointed, and by these presents do hereby make, appoint and constitute Truman Pittman, 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.

I hereby specifically revoke any and all former Powers of Attorney executed by me and specifically revoke the Power of Attorney given by me to R. W. Pittman and/or C. G. Pittman.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 16 day of April, 1986.

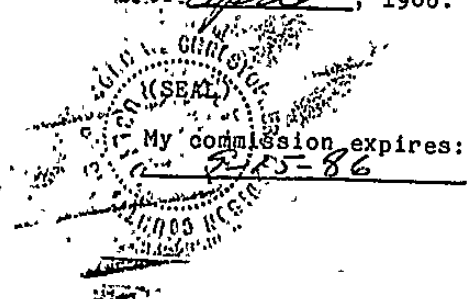
T. R. Pittman  
T. R. Pittman

STATE OF MISSISSIPPI  
COUNTY OF Madison

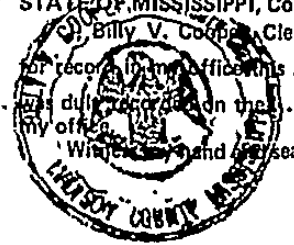
This day personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction, T. R. Pittman who acknowledged that he/she signed and delivered the above and foregoing Power of Attorney on the day and year therein stated as and for his act and deed.

GIVEN under my hand and official seal on this 16 day of April, 1986.

John Christy  
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 5 day of May, 1986, at 10:35 o'clock A.M. and was duly recorded on the 5 day of MAY, 1986, Book No. 215 on Page 249. In Witness my hand and seal of office, this the 5 day of MAY, 1986.

BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.

STATE OF MISSISSIPPI

COUNTY OF MADISON

04057

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned RUTH H. SANDERS, do hereby sell, convey and warrant unto SALLY HENLEY the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A parcel of land containing 8 acres, more or less, lying and being situated in the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 27, Township 10 North, Range 2 East, and more particularly described as follows:

Beginning at a point on the south line of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 27 that is 529.9 feet west of the southeast corner of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 27, and run north for 657.6 feet to a point; thence west for 529.9 feet to a point; thence south for 657.6 feet to a point on the south line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence east along the south line of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 27 for 529.9 feet to the point of beginning.

## LESS AND EXCEPT:

That parcel of land conveyed to DELORIS SANDERS by Warranty Deed dated May 24, 1976, and recorded in Book 145 at page 229 in the land deed records of Madison County, Mississippi, and more particularly described as follows:

A tract of land lying and being situated in the SW $\frac{1}{4}$  of Section 27, Township 10 North, Range 2 East, more particularly described as:

Begin at an iron pin that is 657.6 feet north and 529.9 feet west of the southeast corner of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 27, Township 10 North, Range 2 East, and from said point of beginning run thence west 208.71 feet along the north margin of a 35.0 foot easement to an iron pin; thence north 208.71 feet to an iron pin; thence east 208.71 feet to an iron pin; thence south 208.71 feet to the point of beginning; containing 1.0 acre, more or less.

This conveyance is subject to the following exceptions:

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1. Ad valorem taxes for the year 1986, shall be prorated with the Grantor paying 12/12ths of said taxes and the Grantee paying 0/12ths of said taxes.

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

EXECUTED this the 5<sup>th</sup> day of May, 1986.

Grantee's Address:

Sally Henley  
8727 So. Beverly  
Chicago, IL 60620

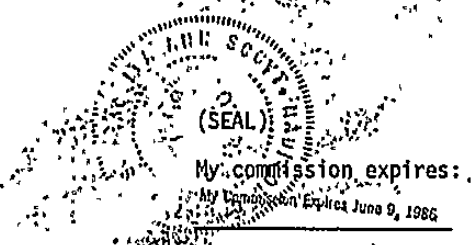
Ruth H. Sanders  
RUTH H. SANDERS, GRANTOR.

ADDRESS: Rt. 1, Box 147  
Canton, Mississippi 39046

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named RUTH H. SANDERS, who acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 5<sup>th</sup> day of May, 1986.

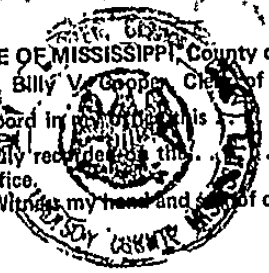


Agnita Ann Scott  
NOTARY PUBLIC  
(Agnita Ann Hutzell)

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 May day of 1986, at 11:55 o'clock am M., and was duly recorded in this May day of 1986, Book No. 215 on Page 251.

Witness my hand and seal of office, this the 6 day of May, 1986.



BILLY V. COOPER, Clerk

By [Signature], D.C.

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

Martha Williams  
the sum of Fifteen Dollars & 69/100 DOLLARS (\$ 15.69)  
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>5A in NE E 1/2 SW 1/4</u>	<u>03</u>	<u>09</u>	<u>5E</u>	<u>5.00</u>
<u>DB 54-8</u>				

Which said land assessed to Martha Williams and sold on the  
26 day of Aug 1985 to Reg 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 5 day of

May 1986 Billy V. Cooper, Chancery Clerk.  
(SEAL) By N. Wright D.C.

STATEMENT OF TAXES AND CHARGES

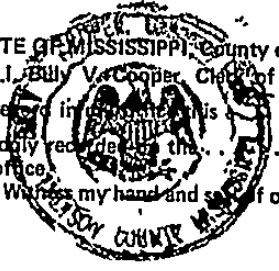
- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 5.93
- (2) Interest \$ 30
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 12
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$ 125
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 300
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 100
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 1185
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 30
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 --Taxes and costs only 9 Months \$ 107
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 100
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 1355
- (19) 1% on Total for Clerk to Redeem \$ 14
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 1369

Excess bid at tax sale \$ 15.69  
Reg Merritt 12.15  
Rec - Reb 200  
Clerk fee 1.54  
15.69

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 the Chancery Court of this day of May 1986, at 12:45 o'clock P. M., and  
was duly recorded on the day of MAY 6, 1986, Book No. 215 on Page 252 in  
my office.  
Witness my hand and seal of office, this the ..... of ..... 19.....



BILLY V. COOPER, Clerk

By N. Wright D.C.



CORRECTION QUITCLAIM DEED

WHEREAS, by Quitclaim Deed dated February 19, 1986, and recorded in Book 213 at page 122 in the records in the office of the Chancery Clerk of Madison County, Mississippi, WALTER C. CUMMINS did remit, release, convey and forever quitclaim unto ALEX CAUTHEN, all of his estate, right, title and interest in the property described below; and,

WHEREAS, there was a mistake in the description of said real property as conveyed by said Quitclaim Deed and the parties to said Deed do desire to correct said description in said Deed;

NOW, THEREFORE, 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, WALTER C. CUMMINS, Grantor, does hereby remise, release, convey and forever quitclaim unto ALEX CAUTHEN, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to wit:

A lot or parcel of land situated in W1/2 of Section 15, Township 8 North, Range 3 East, described as commencing at a point on the South line of Twin Lakes Drive that is 138.7 feet, North 54 degrees 42 minutes East of the most northerly corner of Lot 22 of Twin Lakes Height, a subdivision recorded in Plat Book 5 at page 26 of the records of the Chancery Clerk of said county, and run North 35 degrees 18 minutes West for 50 feet to a point on the North line of Twin Lakes Drive, run thence North 00 degrees 14 minutes West for 332.6 feet to the point of beginning of the property herein described; and from said Point of Beginning run thence North 00 degrees 14 minutes west for 257.4 feet to the Southwest corner of the Durr lot as described in Book 155 at page 312, thence North 77 degrees 59 minutes East 220.93 feet to the Southeast corner of said Durr lot, run thence South 52 degrees 05 minutes East for 128.9 feet to the Northeast corner of the Phillips Lot as recorded in Book 130 at page 442, run thence South 54 degrees 42 minutes West for 422.8 feet, more or less to the point of beginning; LESS AND EXCEPT 10 feet evenly off the West side thereof for roadway.

ALSO LESS AND EXCEPT:

A lot or parcel of land fronting 151.7 feet on the east side of East Side Drive, lying and being situated in the W1/2 of Section 15, Township 8 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a point on the north line of Twin Lakes Drive that is 138.7 feet N54°42'E and 50 feet N35°18'W of the most northerly corner of Lot 22, Twin Lakes Heights, a subdivision recorded in Plat Book 5 at page 26 in the records of the Chancery Clerk of said county and run N00°14'W for 489.23 feet to a point; thence N77°59'E for 10.22 feet to a point on the east line of East Side Drive and the point of beginning of the property herein described; thence N77°59'E for 314.3 feet to the NE corner of the Phillips Lot (Deed Book 130, page 442); thence S54°42'W for 375.8 feet to a point on the east line of East Side Drive; thence N00°14'W for 151.7 feet to the point of beginning.

WITNESS MY SIGNATURE on this the 5<sup>th</sup> day of

May, 1986.

Walter C. Cummins  
Walter C. Cummins

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named WALTER C. CUMMINS, 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 5 day of May, 1986.

Elaine M. Maddy  
NOTARY PUBLIC



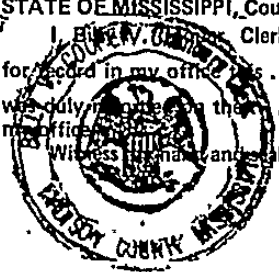
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 5 day of May, 1986, at 2:55 o'clock P. M., and was duly recorded on the 5 day of MAY, 1986, Book No. 215 on Page 253 in my office.

Witness my hand and seal of office, this the 6 day of MAY, 1986.

BILLY V. COOPER, Clerk

By n. Wright, D.C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

D E E D

CROWN ZELLERBACH CORPORATION, a Nevada corporation, GRANTOR, whose address is No. 1 Bush Street, San Francisco, California 94104, hereby grants, conveys, transfers and delivers to CAVENHAM FOREST INDUSTRIES INC., a Delaware corporation, GRANTEE, whose address is No. 1 Bush Street, San Francisco, California 94104, subject to the exceptions, encumbrances, conditions, restrictions, reservations and disclaimers set forth herein, all right, title and interest of GRANTOR, including after acquired title, in and to the following described property located in Madison County, Mississippi, to-wit:

- A. 451.88 Acres of land, more or less, shown on EXHIBIT "A" attached hereto and made a part hereof, together with all oil, gas and other mineral interests owned.

GRANTOR further assigns to GRANTEE, without recourse, to the extent assignable, any and all warranties of title by others heretofore given or made with respect to the property, it being intended that GRANTEE be and is hereby fully substituted and subrogated in and to all such warranties.

The real property is herein conveyed by GRANTOR and accepted by GRANTEE, without warranty or recourse of any kind, express or implied, not even for the return of the purchase price, and subject to the following exceptions, encumbrances, conditions, restrictions and reservations:

- i) all presently existing easements, rights-of-way, flowage rights, restrictions, servitudes, leases, licenses, permits, and other undertakings or encumbrances of any kind or nature, whether acquired by grant, prescription or adverse possession, either of record presently existing or affecting any of said real property;
- ii) all presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said real property, including, but not limited to, boundary line disputes, encroachments and adverse claims;
- iii) all valid and existing cutting and other rights set forth in timber deeds, leases and contracts affecting the real property heretofore entered into between GRANTOR and other parties;
- iv) all liens for current ad valorem taxes and assessments;
- v) all other recorded and unrecorded liens, claims charges, defects and irregularities affecting the real property.

215 256

TO HAVE AND TO HOLD the above described property in accordance with the terms and conditions hereof, together with all rights and appurtenances thereunto belonging, as hereinabove set forth, unto GRANTEE, its successors and assigns, forever.

This is a transfer from a parent corporation to its wholly-owned subsidiary for shares of stock of the subsidiary.

THUS EXECUTED as of the 23<sup>rd</sup> day of April, 1986. Senior Vice President

WITNESSES:

CROWN ZELLERBACH CORPORATION

Barbara Morgan

By: E.H. [Signature]  
Title: Senior Vice President

Lori E. Sisk

R85

STATE OF CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO

Personally appeared before me, the undersigned Notary Public, in and for the City, County and State aforesaid, the within named E. H. Grubb as Senior Vice President of Crown Zellerbach Corporation, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his voluntary act and deed on behalf of the aforesaid corporation by authority of its Board of Directors.

Given under my hand and seal this 23rd day of April, 1986.



Michael S. Conner  
Notary Public

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

*ES*

EXHIBIT "A"  
MADISON COUNTY, MISSISSIPPI

<u>LEGAL DESCRIPTION</u>	<u>ACRES OF LAND OWNED</u>
<u>Township 11 North, Range 4 East</u>	
Sec. 10: NW 1/4 LESS 26.67 acres on the East side thereof. W 1/2 of SW 1/4	212.33 Acs.
Sec. 15: SW 1/4 of NE 1/4 NW 1/4 NW 1/4 of SE 1/4	<u>239.55</u> Acs.
GRAND TOTAL . . . . .	<u>451.88</u> Acs.

RESOLUTION

WHEREAS, by resolution of the Board of Directors of Crown Zellerbach Corporation adopted December 9, 1985, it was resolved that the Transaction Agreement by and between Crown Zellerbach Corporation and James River Corporation of Virginia be approved, and

WHEREAS pursuant to said Transaction Agreement and Schedules I, II, III and IV thereof, Crown Zellerbach Corporation will convey and assign to Cavenham Forest Industries, Inc., certain interests in real property (immovables) it owns or leases together with mineral interests, rights of way, etc., in the States of Louisiana, Mississippi, Oklahoma, Oregon and Washington;

WHEREAS, there are other interests, contracts and property rights to be transferred pursuant to the Transaction Agreement;

NOW BE IT THEREFORE RESOLVED that any Senior Vice President or Vice President of the company is hereby authorized on behalf of Crown Zellerbach Corporation to do and perform any and all acts, including but not limited to, execution of any and all deeds, acts of sale and assumption, agreements, documents, and certificates as he may deem necessary or advisable to carry out and perform the terms of the Transaction Agreement and Schedules I, II, III and IV thereof and thereby transfer all or any part of said interests in real property and minerals of Crown Zellerbach Corporation located in Louisiana, Mississippi, Oklahoma, Oregon, and Washington and said other interests, contracts and property rights to Cavenham Forest Industries Inc.

\* \* \*

I, J. K. Cadagan, Assistant Secretary of Crown Zellerbach Corporation, a corporation organized and existing under the laws of the State of Nevada, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of Crown Zellerbach Corporation duly called and held April 25, 1986, at which a quorum was at all times present and acting.

I do further certify that said resolution has been in nowise rescinded, annulled or revoked and that the same is in full force and effect.

I do further certify that E. H. Grubb is a duly elected and acting Senior Vice President of said corporation.

Assistant Secretary  
Crown Zellerbach Corporation

0446j

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 May 6 day of May, 1986, at 3:25 o'clock P. M., and was duly recorded in the 215 day of May, 1986, Book No. 215 on Page 255 of my office.

Witness my hand and seal of office, this the 6 day of May, 1986.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

INDEXED

04066

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, DONALD L. SMITH, Grantor, do hereby remise, release, convey and forever quitclaim unto JACK M. SMITH and CAROLYN H. SMITH, Grantees, all of my estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, as well as the residence located thereon, to wit:

A lot fronting 125 feet on the west side of South Union Street and extending back (west) between parallel lines 171 feet, more or less to east line of property conveyed to H. L. Vinson by deed of September 19, 1953, recorded in Book 56, page 514, of the land records of Madison County, Mississippi, being east part of Lot 20, on west side of South Union Street, according to George and Dunlap's map of City of Canton, and being the same property conveyed to Mrs. Minnie L. Evans by Lewis and Dorothy E. Cook by deed of March 29, 1955, recorded in Book 61, page 169, of aforesaid records.

WITNESS MY SIGNATURE on this the 1<sup>st</sup> day of April, 1986.

Donald L. Smith  
Donald L. Smith

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named DONALD L. SMITH, who stated and acknowledged to me that he



did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1st day of April, 1986.

James L. Campbell  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

03/22/90

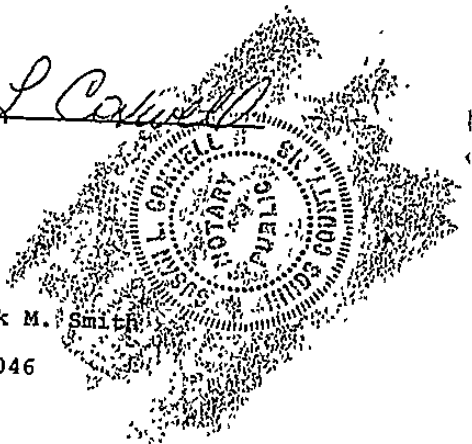
GRANTOR:

Donald L. Smith  
1321 44th Avenue  
Meridian, MS 39305

H1031204  
5210/9145

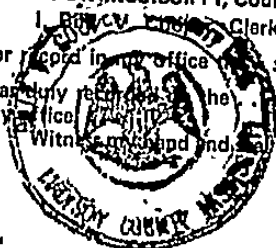
GRANTEE:

Mr. & Mrs. Jack M. Smith  
Twin Lakes  
Canton, MS 39046



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 5 day of May, 1986, at 4:15 o'clock P. M., and was duly recorded in the 5 day of MAY, 1986, Book No. 215 on Page 260.  
Witness my hand and seal of office, this the 6 day of MAY, 1986.



BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JAMES L. BROWN, JR., MELINDA CAROLYN TERRY BROWN and WILLIAM H. BROWN, III, by their attorney-in-fact WILLIAM H. BROWN, JR., Grantors, do hereby convey and forever warrant unto JAMES JONES, JR., and GERTRUDE FRANCIS JONES 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 12 of Ridgedale Subdivision according to the map or plat thereof recorded in Plat Cabinet B at Slide 91 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. County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 4/12; Grantee: 8/12.

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. Protective Covenants as recorded in the office of the Chancery Clerk of Madison County, Mississippi.

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

WITNESS MY SIGNATURE on this the 5 day of May, 1986.

JAMES L. BROWN, JR., MELINDA  
CAROLYN TERRY BROWN and  
WILLIAM H. BROWN, III

By: William H. Brown, Jr.  
William H. Brown, Jr., their  
attorney-in-fact

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM H. BROWN, JR. who acknowledged to me that he is the attorney-in-fact for JAMES L. BROWN, MELINDA CAROLYN TERRY BROWN and WILLIAM H. BROWN, III, and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, he being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal this the 5<sup>th</sup> day of May, 1987.

J. L. Walls  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

March 8, 1988

GRANTOR:

Canton, MS 39046

E1042403  
5358/10,225

GRANTEES:

5949 Floral Dr.  
Jackson, MS 39206



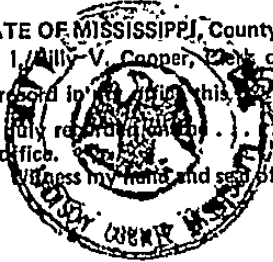
STATE OF MISSISSIPPI, County of Madison:

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 May day of 1986, at 4:15 o'clock P. M., and was duly recorded in my office this MAY day of 1986, Book No. 215 on Page 263 in my office.

Witness my hand and seal of office, this the MAY day of 1986.

BILLY V. COOPER, Clerk

By M. W. Walls, D.C.



04070

INDEXED

FOR AND IN CONSIDERATION of the acceptance of the hereinafter described streets as public roads or streets by Madison County, Mississippi, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, UNDERWOOD DEVELOPMENT COMPANY, a Mississippi corporation ("Grantor") hereby sells, conveys and dedicates to MADISON COUNTY, MISSISSIPPI ("Grantee"), acting by and through its Board of Supervisors, those certain streets described in Exhibit "A" attached hereto and platted on the plat of survey attached hereto as Exhibit "B" commonly known as Business Park Drive, Highpoint Drive and Marketridge Drive, all located in 220 Business Park, being in the SE 1/4 of Section 34 and the SW 1/4 of Section 35, Township 7 North, Range 1 East, Madison County, Mississippi.

The Board of Supervisors of Madison County, Mississippi, acting for and on behalf of the Grantee, joins herein and accepts the dedication of the streets described in Exhibit "A" attached and platted on the plat attached as Exhibit "B" and acknowledges that said streets are public streets, duly accepted for maintenance by the County in accordance with applicable rules, ordinances and regulations.

WITNESS the signatures of Grantor as of the 1st day of May, 1986, and of Grantee as of the 5th day of May, 1986, with actual execution on the dates set forth in the acknowledgments hereto.

UNDERWOOD DEVELOPMENT COMPANY

MADISON COUNTY, MISSISSIPPI

By:

Thomas M. Underwood  
President

By:

J. S. Hames  
President,  
Board of Supervisors

Attest:

J. S. Hames  
EXR.

Attest:

By:

Billy V. Coppe  
Chancellor, Clerk and Secretary,  
Board of Supervisors

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named THOMAS M. UNDERWOOD and JACK TACKETT, known to me, who acknowledged to me that they are President and Exec. Vice-President, respectively, of UNDERWOOD DEVELOPMENT COMPANY a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 1st day of May, 1986.

Clair C. [Signature]  
NOTARY PUBLIC

My Commission Expires:

7-1-89

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J.S. HARRIS, JR and Billy V. Cooper, known to me, who acknowledged to me that they are President and Secretary, respectively, of the Board of Supervisors of Madison County, Mississippi, and that for and on behalf of said County and as its act and deed, they signed, sealed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do.

GIVEN under my hand and official seal within the jurisdiction aforesaid on this the 6 day of May, 1986.

Sandy R. [Signature]  
NOTARY PUBLIC

My Commission Expires:

11-4-86

EXHIBIT "A"

LEGAL DESCRIPTION

*Coy*

This description describes the centerline of certain streets located in the Southeast One-Quarter of Section 34 and the Southwest One-Quarter of Section 35, Township 7 North, Range 1 East, Madison County, Mississippi - 220 Business Park - Lakeover - Phase 1:

BUSINESS PARK DRIVE

Commence at the Northeast corner of the Southwest One-Quarter of Section 35, Township 7 North, Range 1 East, Madison County, Mississippi; run thence South along the East boundary of the said Southwest One-Quarter of Section 35 for a distance of 14.5 feet to the intersection of the said East boundary of the Southwest One-Quarter of Section 35 with the centerline of Interstate Highway 220 according to the right-of-way map of Federal Aid Project I-IG-220-3(2) 41 for Hinds and Madison Counties, between Interstate Highway No. 20 and Interstate Highway No. 55, Sheet 9 of 10 as prepared by the Mississippi State Highway Department; run thence South 50 degrees 31 minutes 30 seconds West along the said centerline of Interstate Highway 220 for a distance of 2,034 feet to a point; run thence North 39 degrees 28 minutes 30 seconds West for a distance of 230.0 feet to a concrete right-of-way monument; opposite the centerline station 697+00 and on the West right-of-way line of Interstate Highway 220, according to the aforesaid right-of-way map; run thence South 56 degrees 14 minutes 08 seconds West along the said West right-of-way line for a distance of 200.14 feet to the point of beginning; run thence North 39 degrees 28 minutes 30 seconds West for a distance of 380.0 feet to a point; run thence along a curve to the left of radius 397.28 feet, a distance along the arc of 195.88 feet to the point of tangency, the long chord of said curve being 193.95 feet long; run thence North 67 degrees 43 minutes 30 seconds West for a distance of 397.0 feet to a point; run thence along a curve to the right of radius 369.75 feet a distance along the arc of 37.02 feet to the point of terminus, the long chord of said curve being 37.0 feet long.

HIGHPOINT DRIVE

Commence at the Northeast corner of the Southwest One-Quarter of Section 35, Township 7 North, Range 1 East, Madison County, Mississippi; run thence South along the East boundary of the said Southwest One-Quarter of Section 35 for a distance of 14.5 feet to the intersection of the said East boundary of the Southwest One-Quarter of Section 35 with the centerline of Interstate Highway 220 according to the right-of-way map of Federal Aid Project I-IG-220-3(2)41 for Hinds and Madison Counties, between Interstate Highway No. 20 and Interstate Highway No. 55, Sheet 9 of 10 as prepared by the Mississippi State Highway Department; run thence South 50 degrees 31 minutes 30 seconds West along the said centerline of Interstate Highway 220 for a distance of 2,034 feet to a point; run thence North 39 degrees 28 minutes 30 seconds West for a distance of 230.0 feet to a concrete right-of-way monument opposite the centerline station 697+00 and on the West right-of-way line of Interstate Highway 220, according to the aforesaid right-of-way map; run thence South

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LEGAL DESCRIPTION  
PAGE 2  
HIGHPOINT DRIVE (CONT.)

56 degrees 14 minutes 08 seconds West along the said West right-of-way line for a distance of 200.14 feet to a point; run thence North 39 degrees 28 minutes 30 seconds West for a distance of 380.0 feet to a point; run thence along a curve to the left of radius 397.28 feet a distance along the arc of 195.88 feet to the point of tangency, the long chord of said curve being 193.95 feet long; run thence North 67 degrees 43 minutes 30 seconds West for a distance of 235.0 feet to a point; run thence South 22 degrees 16 minutes 30 seconds West for a distance of 30.0 feet to the point of beginning; continue thence South 22 degrees 16 minutes 30 seconds West for a distance of 30.0 feet to a point; run thence along a curve to the right of radius 180.29 feet a distance along the arc of 97.54 feet to the point of tangency, the long chord of said curve being 96.36 feet long; run thence South 53 degrees 16 minutes 30 seconds West for a distance of 470.0 feet to a point; run thence along a curve to the right of radius 381.27 feet a distance along the arc of 195.59 feet to the point of tangency, the long chord of said curve being 193.46 feet long; run thence South 82 degrees 40 minutes 05 seconds West for a distance of 357.10 feet to the point of terminus.

MARKETRIDGE DRIVE

Commence at the Northeast corner of the Southwest One-Quarter of Section 35, Township 7 North, Range 1 East, Madison County, Mississippi, run thence South along the East boundary of the said Southwest One-Quarter of Section 35 for a distance of 14.5 feet to the intersection of the said East boundary of the Southwest One-Quarter of Section 35 with the centerline of Interstate Highway 220 according to the right-of-way map of Federal Aid Project I-IG-220-3(2)41 for Hinds and Madison Counties, between Interstate Highway No. 20 and Interstate Highway No. 55, Sheet 9 of 10 as prepared by the Mississippi State Highway Department; run thence South 50 degrees 31 minutes 30 seconds West along the said centerline of Interstate Highway 220 for a distance of 2,034 feet to a point; run thence North 39 degrees 28 minutes 30 seconds West for a distance of 230.0 feet to a concrete right-of-way monument; opposite the centerline station 6974+00 and on the West right-of-way line of Interstate Highway 220, according to the aforesaid right-of-way map; run thence South 56 degrees 14 minutes 08 seconds West along the said West right-of-way line for a distance of 1,004.99 feet to a point; run thence South 50 degrees 31 minutes 30 seconds West along the said West right-of-way line of Interstate Highway 220 for a distance of 500.0 feet to a point; run thence South 64 degrees 33 minutes 40 seconds West along the said West right-of-way line of Interstate Highway 220 for a distance of 32.12 feet to the point of beginning; run thence North 39 degrees 34 minutes 04 seconds West for a distance of 54.77 feet to a point; run thence along a curve to the left of radius 2,511.65 feet a distance along the arc of 199.89 feet to the point of tangency, the long chord of said curve being 199.84 feet long; run thence North 44 degrees 07 minutes 40 seconds West for a distance of 357.77 feet to a point; run thence along a curve to the

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LEGAL DESCRIPTION  
PAGE 3  
MARKETRIDGE DRIVE (CONT.)

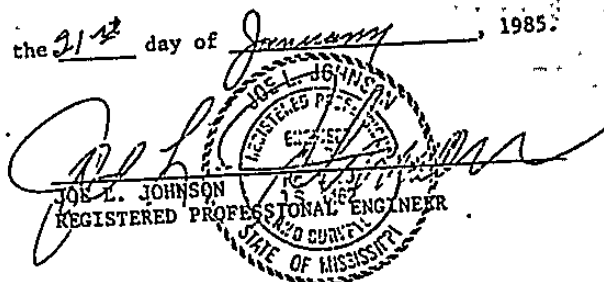
right of radius 488.02 feet a distance along the arc of 379.62 feet to the point of terminus, the long chord of said curve being 370.12 feet long.

As an aid to identification, the said streets are shown on the attached map or plat marked as "Exhibit A".

SURVEYOR'S CERTIFICATE - STATE OF MISSISSIPPI - COUNTY OF MADISON

I, Joe L. Johnson, Registered Professional Engineer, do hereby certify that the above description accurately describes the centerline of the streets which have been constructed in 220 Business Park - Lakeover - Phase 1 - Madison County, Mississippi.

Witness My Signature on this, the 21<sup>st</sup> day of January, 1985.

  
JOE L. JOHNSON  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF MISSISSIPPI

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ONE YEAR WARRANTY

BUSINESS PARK DRIVE, HIGHPOINT DRIVE, MARKETRIDGE DRIVE

220 BUSINESS PARK OF LAKEOVER, PHASE 1

Subdivision/Street

This is to advise that the work involved in the construction of streets in the above named subdivision or the above named street is hereby guaranteed for one year from the date of preliminary acceptance against defects resulting from the use of inferior materials, equipment or workmanship.

If in the opinion of the County Engineer for Madison County the materials and/or construction fail to maintain the original acceptable condition, the undersigned agrees to restore or to have restored defective portions of the work to the complete satisfaction of the County Engineer and without cost to Madison County.

Witness:

BY:

Secretary

UNDERWOOD DEVELOPMENT COMPANY

BY:

Thomas M. Underwood  
TITLE

President

DATE

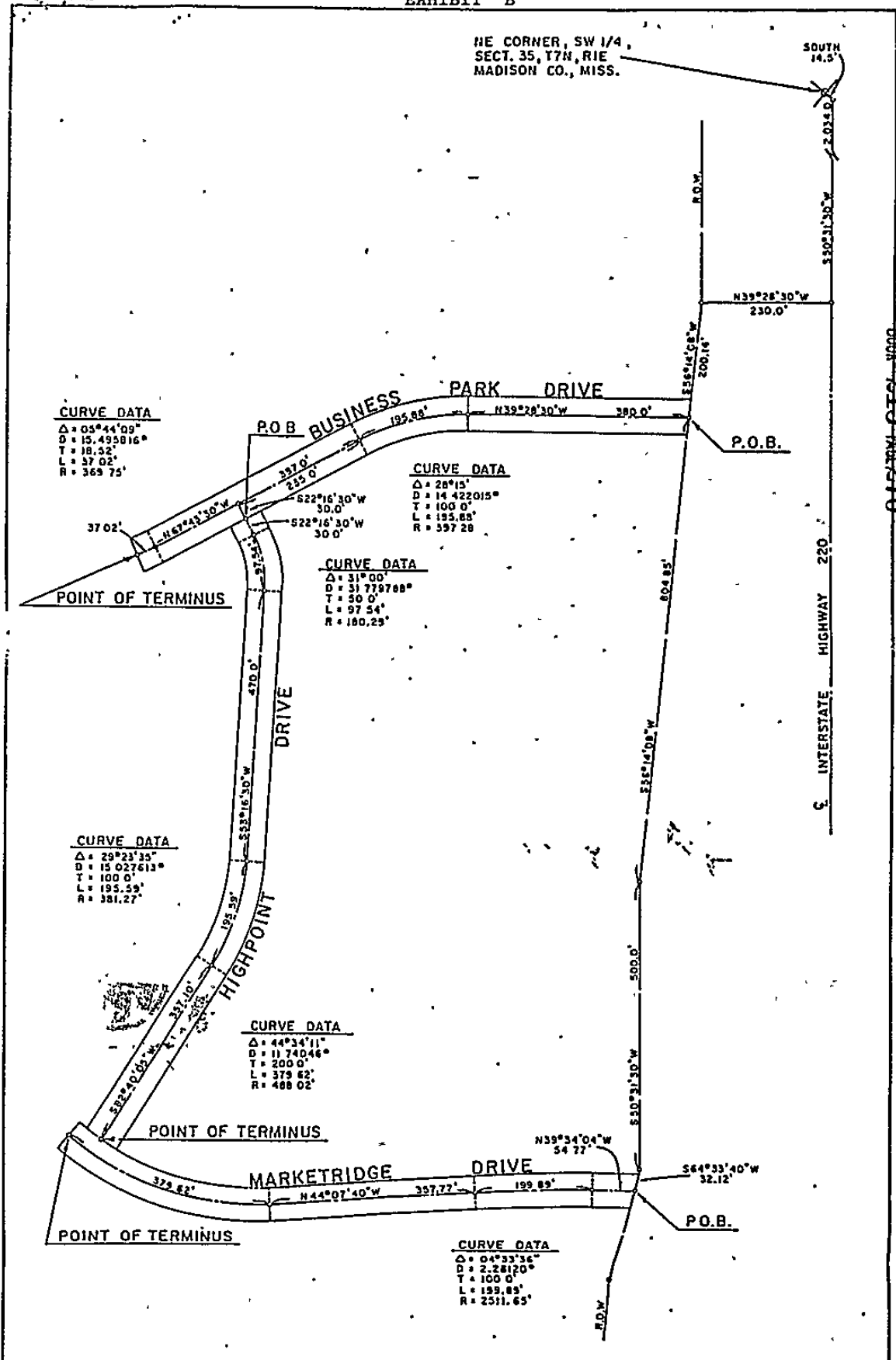
January 10, 1985


Date of Preliminary Acceptance by Madison County:

2-1-85

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EXHIBIT "B"



PLAT OF SURVEY FOR UNDERWOOD DEVELOPMENT COMPANY	NORTH 	ENGINEERING ASSOCIATES, INC. CONSULTING ENGINEERS JACKSON/PEARL, MISSISSIPPI		
SITUATED IN SE 1/4 OF SEC. 34 & SW 1/4 OF SEC. 35, MADISON COUNTY, MISS.		DATE: 1-18-85	SCALE: 1" = 200'	JOB NO.

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 6 day of May, 1986, at 8:20 clock a M., and was duly recorded on the 6 day of MAY, 1986. Book No. 215 on Page 265 in my office.

In witness my hand and seal of office, this the 6 day of MAY, 1986.

BILLY V. COOPER, Clerk

By [Signature], D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We Claude L. Buntyn and Erma R. Buntyn, Grantors, do hereby sell, convey and warrant unto B. W. Parker and wife, Rosemary Parker, 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:

Commencing at the NW Corner of Section 22, Township 9 North, Range 4 East, and run thence East for 1365.8 feet; thence South 00 degrees 20 minutes West for 262.7 feet to the Point of Beginning of the land herein described; run thence South 00 degrees 20 minutes West 434.3 feet to a point; run thence North 86 degrees 54 minutes East 267.6 feet to a point; run thence Northeasterly to an iron pin which is 375.9 feet measured South 89 degrees 50 minutes East from the point of beginning, run thence North 89 degrees 50 minutes West to the point of beginning, being located in the NW $\frac{1}{4}$  of Section 22, Township 9 North, Range 4 East, Madison County, Mississippi.

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

1. 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 of the office of the Chancery Clerk of Madison County, MS.
2. Reservation by Grantors of easement ten (10') feet in width for street purposes evenly off South end of subject property as shown on attached Plat.
3. Prior reservations and/or conveyances of oil, gas, and other minerals lying in, on and under the subject property.
4. All Building Restrictions of record.
5. Taxes for the year 1986 which have been prorated.

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

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WITNESS MY SIGNATURE this the 30th day of April, 1986.

Claude L. Buntyn

CLAUDE L. BUNTYN

Erma R. Buntyn

ERMA R. BUNTYN

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named CLAUDE L. BUNTYN AND ERMA R. BUNTYN, his wife, who acknowledged to me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

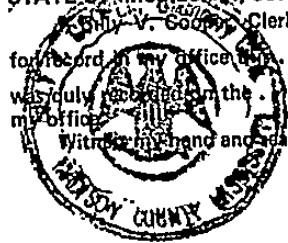
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF MY OFFICE this the 30th day of April, 1986.

Susan H. [Signature]  
NOTARY PUBLIC

My commission expires: By Commission Expires October 31, 1987

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 6 day of May, 1986, at 7:00 o'clock P.M., and was duly recorded in the 1986 day of MAY, 1986, Book No. 215 on Page 272 in my office.



Witness my hand and seal of office, this the 6 day of May, 1986.

BILLY V. COOPER, Clerk

By [Signature] D.C.

## WARRANTY DEED

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, ROSS NEIL GAUGHF and wife, LINDA KAY GAUGHF, do hereby sell, convey and warrant unto MELVIN D. SMITHERMAN and wife, MARGARET Y. SMITHERMAN, as joint tenants with full rights of survivorship and not as tenants in common, the following land and property lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 41, Pear Orchard. 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, Mississippi, recorded in Book 5 at Page 29, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

WITNESS OUR SIGNATURE, this the 1st day of May, 1986.

Ross Neil Gaughf  
ROSS NEIL GAUGHF

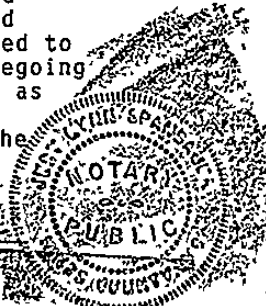
Linda Kay Gaughf  
LINDA KAY GAUGHF

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named ROSS NEIL GAUGHF and wife, LINDA KAY GAUGHF, who acknowledged to me that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as their own act and deed.

GIVEN under my hand and official seal of Office this the 1st day of May, 1986.

Jude L. Spaulding  
NOTARY PUBLIC



My Comm. Expires: My Commission Expires June 22, 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 6 day of May, 1986, at 9:00 o'clock AM, and was duly recorded on the 6 day of MAY, 1986, Book No. 215 on Page 273 in my office.

In witness my hand and seal of office, this the 6 day of MAY, 1986.

BILLY V. COOPER, Clerk

By N. 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, WILLIAM J. SHANKS and MARK S. JORDAN, do hereby sell, convey and warrant unto JOHN GUSSIO BUILDER, INC., a Mississippi corporation, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:


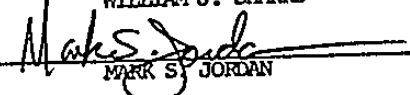
Lot One Hundred Thirty-Nine (139), POST OAK PLACE, III-B, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slot 80 reference to which is here made in aid of and as a part of this description.

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 1986 are to be prorated between the Grantors and the Grantee herein as of the date of this conveyance.

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

WITNESS OUR SIGNATURES this the 23 day of April, 1986.

  
WILLIAM J. SHANKS  
  
MARK S. JORDAN

STATE OF MISSISSIPPI  
COUNTY OF HINDS

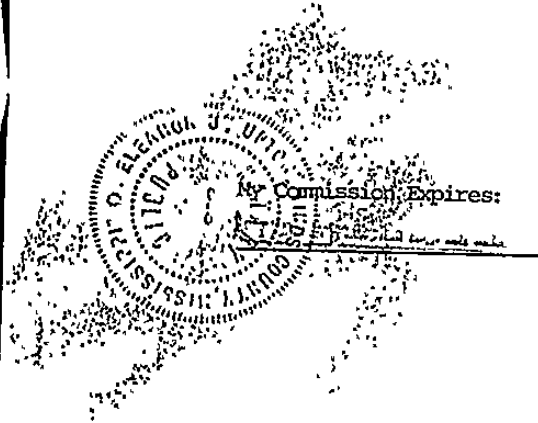
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named William J. Shanks and Mark S. Jordan, who acknowledged to me that they signed and delivered the

above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as their act and deed.

GIVEN under my hand and official seal of office, this the 23 day of April, 1986.

Eleanor J. Upton  
NOTARY PUBLIC

BOOK 215 PAGE 275



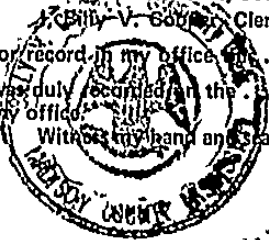
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 6 day of May, 1986, at 9:00 clock A. M., and was duly recorded on the 6 day of May, 1986, Book No. 215 on Page 275 in my office.

Witness my hand and seal of office, this the 6 day of May, 1986.

BILLY V. COOPER, Clerk

By D. Wright, D.C.



INDEXED

BOOK 215 PAGE 276

0-1098

STATE OF MISSISSIPPI  
COUNTY OF MADISON

RELEASE OF POWER OF ATTORNEY

Personally appeared before me on this 6th day of May, 1986, the undersigned, ORA NELL BERRY, who stated on her oath as follows:

1. That heretofore she executed a power of attorney in favor of her daughter, DeAnna E. Reed, giving her authority to act as her attorney in business matters.

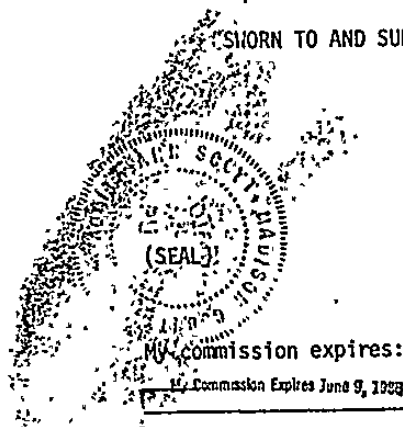
2. The undersigned now wishes to revoke and does hereby revoke the aforesaid power of attorney and the same shall be null and void.

WITNESS MY SIGNATURE, this the 6th day of May, 1986.

ORA NELL BERRY  
ORA NELL BERRY

SWORN TO AND SUBSCRIBED before me, this the 6th day of May, 1986.

Agatha Ann Scott  
NOTARY PUBLIC  
(Agatha Ann Hutzell)



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 6th day of May, 1986, at 9:35 o'clock P.M. and was duly recorded on the 6th day of MAY, 1986, Book No 215 on Page 276 in my office.

Witness my hand and seal of office, this the 6th day of MAY, 1986.

BILLY V. COOPER, Clerk

By N. Wright, D.C.



215 page 277

## WARRANTY DEED

04100 INDEXED 03713

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS and NO/100 (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, JACK B. WAGGONER and wife, NANCY JANE PERMENTER WAGGONER, of Route 4, Carthage, Mississippi 39051, do hereby convey, sell and warrant unto STANLEY COLEMAN, of Route 4, Box 253, Carthage, Mississippi 39051, all of our interest in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Begin at the SE corner of SE 1/4 of NE 1/4, Section 24, T10N, R5E, and run North 400 feet; thence run West 2580 feet to the East line of a public road; thence run South 400 feet along the east line of said road; thence run East 2580 feet along the south line of said SE 1/4 of NE 1/4 to the point of beginning, containing 28 acres more or less and being in the SE 1/4 of NE 1/4, Section 24, T10N, R5E, Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the 24th day of

April, 1986.

Jack B. Waggoner  
JACK B. WAGGONER  
Nancy Jane Permenter Waggoner  
NANCY JANE PERMENTER WAGGONER

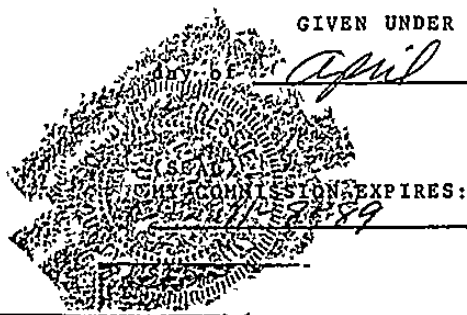
\* \* \*  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named JACK B. WAGGONER and wife, NANCY JANE PERMENTER WAGGONER, who, acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 24th

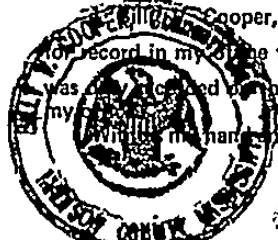
April, 1986.

Bennie M. Jones  
NOTARY PUBLIC



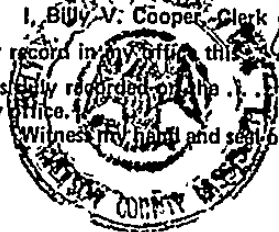
STATE OF MISSISSIPPI, County of Madison:

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 24th day of April, 1986, at 4:20 o'clock P. M., and was duly recorded on the 24th day of APR 29 1986, 1986, Book No. 215 on Page 76 in my office. Witness my hand and seal of office, this the 29th day of APR 29 1986, 1986.  
BILLY V. COOPER, Clerk  
By M. Doolittle, D.C.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24th day of May, 1986, at 10:20 o'clock A. M., and was duly recorded on the 24th day of MAY 6 1986, 1986, Book No. 215 on Page 277 in my office. Witness my hand and seal of office, this the 6th day of MAY 6 1986, 1986.  
BILLY V. COOPER, Clerk  
By M. Doolittle, D.C.



C

BOOK 215 PAGE 77  
WARRANTY DEED

BOOK 215 PAGE 77  
WARRANTY DEED

04110103719 INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS and NO/100 (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, JACK B. WAGGONER and wife, NANCY JANE PERMENTER WAGGONER, of Route 4, Carthage, Mississippi 39051, do hereby convey, sell and warrant unto STANLEY COLEMAN, of Route 4, Box 253, Carthage, Mississippi 39051, all of our interest in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

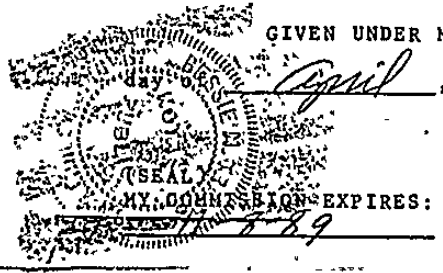
Commencing at the SE corner of SE 1/4 of NE 1/4, Section 24, T10N, R5E, and run North 400 feet for the point of beginning; thence run West 2580 feet to the East line of a public road; thence north 440 feet along the East line of said road; thence run East 2580 feet to the East line of said section; thence run South 440 feet to the point of beginning, containing 28 acres more or less and being in the SE 1/4 of NE 1/4, Section 24, T10N, R5E, Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the 24th day of April, 1986.

JACK B. WAGGONER  
NANCY JANE PERMENTER WAGGONER

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named JACK B. WAGGONER and wife, NANCY JANE PERMENTER WAGGONER, who, acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.



GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 24th day of April, 1986.

Bernie M. Travis  
NOTARY PUBLIC

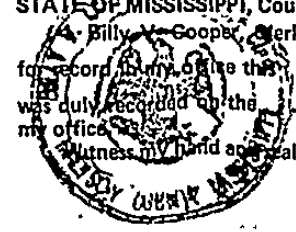
STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24th day of April, 1986, at 4:20 o'clock P.M. and was duly recorded on the 29th day of April, 1986, in Book No. 215 on Page 77. In my hand and seal of office, this the 29th day of April, 1986.

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

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 6th day of May, 1986, at 10:20 o'clock A.M. and was duly recorded on the 6th day of May, 1986, in Book No. 215 on Page 78. In my hand and seal of office, this the 6th day of May, 1986.

BILLY V. COOPER, Clerk  
By M. W. Wadley, D.C.

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS and NO/100 (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, STANLEY COLEMAN, of Route 4, Box 253, Carthage, Mississippi 39051, do hereby convey, sell and warrant unto MYRA B. PEYTON, GERALD SMITH, and FERR SMITH, of Post Office Drawer 568, Canton, Mississippi 39046, as joint tenants with full right of survivorship and not as tenants in common, all of my interest in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Begin at the SE corner of SE 1/4 of NE 1/4, Section 24, T10N, R5E, and run North 400 feet; thence run West 2580 feet to the East line of a public road; thence run South 400 feet along the east line of said road; thence run East 2580 feet along the south line of said SE 1/4 of NE 1/4 to the point of beginning, containing 28 acres more or less and being in the SE 1/4 of NE 1/4, Section 24, T10N, R5E, Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 24th day of April, 1986.

Stanley Coleman  
STANLEY COLEMAN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named STANLEY COLEMAN, who, acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 24th day of April, 1986.

Bessie M. Jones  
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 24th day of April, 1986, at 4:25 o'clock P. M., and was duly recorded on the APR. 29, 1986 day of APR. 29, 1986, 1986, Book No. 215 on Page 74 in my office. Witness my hand and seal of office, this the 29th day of APR. 29, 1986, 1986.

BILLY V. COOPER, Clerk

By M. A. W. Wright, D.C.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24th day of April, 1986, at 10:25 o'clock A. M., and was duly recorded on the MAY 6 1986 day of MAY 6 1986, 1986, Book No. 215 on Page 279 in my office. Witness my hand and seal of office, this the 6th day of MAY 6, 1986, 1986.

BILLY V. COOPER, Clerk

By M. A. W. Wright, D.C.

C

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS and NO/100 (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, STANLEY COLEMAN, of Route 4, Box 253, Carthage, Mississippi 39051, do hereby convey, sell and warrant unto MYRA B. PEYTON, GERALD SMITH and FERR SMITH, of Post Office Drawer 568, Canton, Mississippi 39046, as joint tenants with full right of survivorship and not as tenants in common, all of my interest in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at the SE corner of SE 1/4 of NE 1/4, Section 24, T10N, R5E, and run North 400 feet for the point of beginning; thence run West 2580 feet to the East line of a public road; thence north 440 feet along the East line of said road; thence run East 2580 feet to the East line of said section; thence run South 440 feet to the point of beginning, containing 28 acres more or less and being in the SE 1/4 of NE 1/4, Section 24, T10N, R5E, Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 24th day of

April, 1986.

Stanley Coleman  
STANLEY COLEMAN

\* \* \*

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named STANLEY COLEMAN, who, acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 24th

day of April, 1986.

Bernie J. Davis  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24th day of April, 1986, at 4:25 o'clock P. M., and was duly recorded on the 24th day of APR 29 1986, 1986, Book No. 215 on Page 75. in my office.



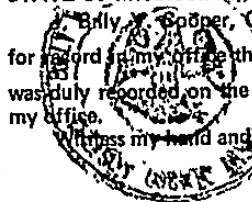
APR 29 1986

BILLY V. COOPER, Clerk

By M. Douglas D.C.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24th day of May, 1986, at 10:25 o'clock A. M., and was duly recorded on the 24th day of MAY 6 1986, 1986, Book No. 215 on Page 280. in my office.



MAY 6 1986

BILLY V. COOPER, Clerk

By M. Wright D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP and SECTION ONE (1) PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, do hereby sell, convey and warrant unto MICHAEL A. SIEVERS and wife, MARY G. SIEVERS, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 2796 Mercury Memphis, Tenn. 38130, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Being situated in the North 1/2 of Section 1, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of Lot 37 of Ingleside, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and run thence East for a distance of 967.06 feet; run thence South for a distance of 2122.25 feet to the POINT OF BEGINNING for the parcel herein described; thence North 46 degrees 27 minutes 52 seconds East for a distance of 513.98 feet to the Westerly right of way line of Ingleside Road; thence run 93.624 feet along the arc of a 134.0 foot radius curve to the right in the said Westerly right of way line of Ingleside Road, said arc having a 91.731 foot chord which bears South 17 degrees 25 minutes 56 seconds East; thence South 2 degrees 35 minutes 01 seconds West for a distance of 309.81 feet along the said right of way line; thence leave said right of way line and run South 68 degrees 49 minutes 47 seconds West for a distance of 331.50 feet; thence North 25 degrees 19 minutes 31 seconds West for a distance of 180.0 feet to the POINT OF BEGINNING, containing 2.559 acres, more or less. A plat of said lot is attached hereto as Exhibit "A", made a part hereof by reference.

IT IS AGREED AND UNDERSTOOD that advalorem taxes for the current year have not been determined and when a determination has been made, Grantees agree to contribute their prorata share of said taxes to Grantors, on or before January 31, 1987.

THIS CONVEYANCE is made subject to a right of way to Shell Pipe Line Corporation of record in Book 124 at Page 605, and Book 124 at Page 612.

FURTHER, this conveyance is made subject to any valid and subsisting recorded oil, gas or mineral leases, royalty reservations or conveyances affecting subject property.

The above described and conveyed property is conveyed subject to the easements and reservations as shown on the plat attached hereto and as reserved in the covenants attached hereto as Exhibit "B", made a part hereof by reference and signed for identification.

Grantees are indebted to Grantor for part of the payment of the purchase price for which Grantor retains a Vendor's Lien. Said Vendor's Lien shall be cancelled upon payment to Grantor by Grantees of any purchase money indebtedness as evidenced by a Purchase Money Deed of Trust of even date.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, on this the 3<sup>rd</sup> day of May, 1986.

INGLESIDE ASSOCIATES, A MISSISSIPPI  
GENERAL PARTNERSHIP

BY: Louis B. Gideon  
LOUIS B. GIDEON, Managing Partner  
William S. Hamilton  
WILLIAM S. HAMILTON, Managing  
Partner

SECTION ONE (1) PARTNERSHIP, A  
MISSISSIPPI GENERAL PARTNERSHIP

BY: Louis B. Gideon  
LOUIS B. GIDEON, Managing Partner  
E. David Cox  
E. DAVID COX, Managing Partner

BOOK 215 PAGE 282

STATE OF MISSISSIPPI

BOOK 215 PAGE 283

COUNTY OF HINDS

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named LOUIS B. GIDEON and WILLIAM S. HAMILTON, personally known to me to be the Managing Partners of the within named INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, who acknowledged to and before me that they signed and delivered the above and foregoing Warranty Deed on the day and for the purposes therein stated, for and in behalf of said partnership, at its own act and deed, they having been duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 3<sup>rd</sup> day of May, 1986.

*Delores H. Montoya*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 23, 1986

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named LOUIS B. GIDEON and E. DAVID COX, personally known to me to be the Managing Partners of the within named SECTION ONE (1) PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, who acknowledged to and before me that they signed and delivered the above and foregoing Warranty Deed on the day and for the purposes therein stated, for and in behalf of said partnership, at its own act and deed, they having been duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 3<sup>rd</sup> day of May, 1986.

*Delores H. Montoya*  
NOTARY PUBLIC

My Commission Expires:

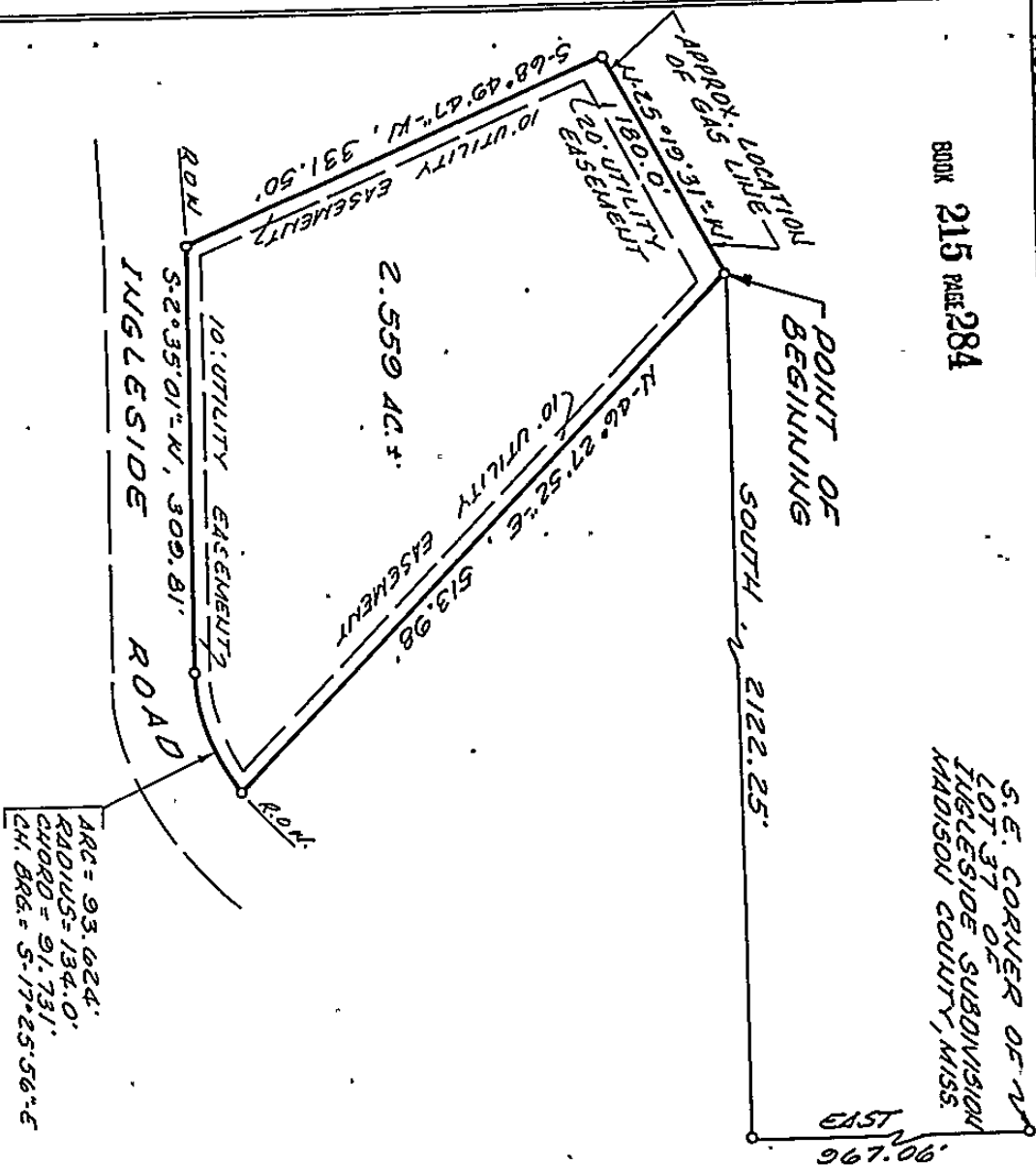
My Commission Expires Sept. 23, 1986

WD-Sievers---SECONE

ROBERT B. BARNES CIVIL ENGINEER & LAND SURVEYOR SCALE: 1"=100' DATE:

BOOK 215 PAGE 284

S.E. CORNER OF LOT 37 OF JUGLESIDE SUBDIVISION MADISON COUNTY, MISS.



PLAT SHOWING CERTAIN PROPERTIES SITUATED IN THE N½ OF SECTION 1, T-7-N, R-1-E, MADISON COUNTY, MISS.



Exhibit "A"



The undersigned, INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP and SECTION ONE (1) PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, (hereinafter referred to as "Developer"), is the owner of certain land and property situated in Madison County, Mississippi which is more particularly described in that certain deed recorded in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 194 at page 757.

The Grantees in the deed to which these covenants are attached do hereby covenant and agree respecting the property conveyed, with all purchasers and future owners of any of said lot or parcel, for a period of Twenty (20) years from said date that the following protective covenants shall apply to said lot, to-wit:

1. Said lot shall be used for residential purposes only. No structures shall be erected, altered or replaced or permitted to remain on said lot other than single family dwellings, not exceeding two stories in height above the first floor building foundation, together with the usual and customary outbuildings such as garages or barns. All buildings erected on said lot shall be of new construction and no lot shall be subdivided into a tract or tracts containing less than two (2) acres. However, nothing in these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence on both lots as if the contiguous lots were but one single lot. Notwithstanding the provisions of Paragraph 12, infra, because of the lot configurations, the Developer reserves the right to approve the location (to be built or rebuilt) of any structure on each lot.

2. The term "residential purposes" as used herein shall be held and construed to exclude among other things, hospitals, duplex houses, apartment houses, garage apartments and to exclude commercial and professional use, except an office in the home, and these covenants do hereby prohibit such usage for any lot.

3. No trailer, manufactured home or mobile home shall be placed on any lot. A manufactured home, as used herein, means any dwelling which as a whole or in components is fabricated elsewhere and removed to the lot, or is classified as a "shell house" or in common parlance is referred to as a "Jim Walter" house.

4. No trash, ashes or other refuse may be thrown or dumped on any lot.

5. No building materials of any kind or character may

be placed or stored upon said property except for a period of three (3) months, except with permission of Developer, prior to the time the owner of such lot commences improvements. Thereafter all building materials on said property shall be stored in a neat, orderly and unobstructive manner or properly screened, and said building materials shall be limited to that which is reasonable necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

6. The use of concrete blocks or asbestos siding as building materials for an exterior finish is expressly prohibited.

7. No signs, billboards, posters or advertising devices of any character shall be erected on any lot except "For Sale" signs not exceeding four (4) square feet and signs identifying the owner of the property not exceeding two (2) square feet in size.

8. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. All fences are subject to approval by Developer.

10. No non-domestic animals other than cattle and horses (large animal unit) may be kept on said property. No kennels or pens may be constructed or used for the care and housing of a large number of dogs and the number of dogs regularly housed at the residence of the owner thereof shall be limited to two (2). Regardless of number, whether two or less, the keeping of said animals shall be such as to not constitute an annoyance or nuisance to the neighborhood. The maximum number of large animal units to be kept shall be one per acre.

11. All sewerage disposal systems, cesspools and septic tank fills shall be approved by both the Mississippi State Board of Health and the undersigned Developer or their successors in title or assigns, before same shall be constructed and operated on any lot herein. Developer may designate a treatment plant at the discretion of Developer.

12. No residence shall be closer than 100 feet to the front line nor closer than 50 feet to the side lot line of said lot unless said owner shall have received written permission from Developer to so construct said residence.

13. All homes built must contain a minimum of Two Thousand (2,000) square feet of living area and cost a minimum of Eight Thousand Dollars (\$80,000.00) to construct.

The minimum cost of improvements stated herein refers to the cost of construction of the date of this instrument and will vary up and down with changes in the unit cost of construction of the future. For example, should construction cost at a given date be 10% less than that prevailing at the date

of this instrument, improvements costing Seventy-Two Thousand Dollars (\$72,000.00) would satisfy the Eighty Thousand Dollar (\$80,000.00) minimum requirement.

Should such construction cost advance 10%, an Eight-Eight Thousand Dollar (\$88,000.00) expenditure would be required to fulfill the Eighty Thousand Dollar (\$80,000.00) minimum requirement as expressed herein. Developer shall be sole judge of the then prevailing cost of construction and shall evidence the same in writing to the purchaser at the time of construction.

14. All plot plans and house plans shall be submitted for approval to Developer prior to any construction work.

15. Developer hereby reserves the following utility easements over and across the lot hereby conveyed:

- A. 10 feet adjacent to each side lot line, or as shown on the plat attached to the deed from Developer, whichever is greater;
- B. 10 feet adjacent to each rear or back lot line, or as shown on the plat attached to the deed from Developer, whichever is greater;
- C. 20 feet across and adjacent to front lot line or line fronting any street in place now or built in the future and abutting the lot conveyed, or as shown on the plat attached to the deed from the Developer, whichever is greater.
- D. Unless otherwise designated in a document of record and executed by one or both of the developers.

Said utility easements are reserved for the purposes of constructing, maintaining and repairing a system or systems of electrical power, telephone, telegraph line or lines, gas, water sewer and any other water utility that the developers, their successors and assigns see fit in their discretion, to install across said lot. The location of said utility easements are shown on the Plat which is attached to the deed to which these covenants are also appended. Neither the developers, their successors or assigns nor Madison County, Mississippi nor any utility company using the utility easements herein referred to shall be liable for any damage done by them, their assigns, and agents and employees or servants to shrubbery, trees, flowers or other property of the owners situated on the land covered by said easements, except to restore service of land to reasonably same condition. All utilities shall be underground, unless otherwise required by the utility company.

16. The title conveyed by the developer to purchaser shall not in any event be held or construed to include the title to the water, gas, sewer, TV or other communication transmission.

cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the developers, their successors or assigns or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair or lease such lines, utilities and appurtenances erected by the developers, their successors or assigns to any public service corporation or any other parties is hereby expressly reserved to the developers.

17. No equipment, cars, trucks or other movable vehicles (including trailers) which require payment of taxes and purchase of license plate shall be kept on any lot unless the owner thereof has paid taxes on such vehicle. Those disabled vehicles not requiring the payment of taxes or purchase of license plates shall not be kept on any lot and shall be removed therefrom.

18. Outside clotheslines shall not be visible from neighboring houses nor from the street.

19. No structures shall be erected on any portion of any lot which portion is subject to any easement for travel or utilities as shown on Plat.

20. All the restrictions, covenants, and reservations appearing herein as well as those appearing in any deed or other conveyance for any lot shall be construed together but if any one of the same shall be held to be invalid or for any reason not in force or enforceable none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

21. If any owner of said lot or their successors in title or any of them or their heirs, devisees or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the developers, their assigns or successors, to prosecute any proceeding at law or in equity against the person or person violating or attempting to violate any such covenant either to prohibit him or them from so doing or to recover damages or other duties of such violations. Any person found by such Courts to have violated these covenants shall pay a reasonable attorney's fee to the party or parties bringing this action seeking to enjoin said violation and the Court may establish the amount of said attorney's fee.

22. These covenants are to run with the land and shall be binding on all parties or persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall continue to run with the land for the consecutive or subsequent terms of five (5) years each unless an instrument signed by Developer, its successors in title, or assigns has been recorded in a public records lot agreeing to a revocation of said covenants in whole

or in part. Further, said covenants shall burden the land conveyed by the deed hereto attached, and shall be for the benefit of Developer, its successors in title, or assigns as to any property lying within that area described in said Deed Book 194 at page 757, to the owners of which the right of enforceability has been conveyed and transferred, specifically in writing.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 3<sup>rd</sup> day of May, 1986.

INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP

BY: Louis B. Gideon  
LOUIS B. GIDEON, Managing Partner  
William S. Hamilton  
WILLIAM S. HAMILTON, Managing Partner

SECTION ONE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP

BY: Louis B. Gideon  
LOUIS B. GIDEON, Managing Partner  
David Cox  
DAVID COX, Managing Partner

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 6<sup>th</sup> day of May, 1986, at 11:20 o'clock, A. M., and was duly recorded on the 6<sup>th</sup> day of MAY, 1986, Book No. 215 on Page 281. in my office.

Witness my hand and seal of office, this the 6<sup>th</sup> of MAY, 1986, 1986.

BILLY V. COOPER, Clerk

By D. W. Wright, D.C.

Covenants-2---SECONE

EXHIBIT "B"---PAGE -5-

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, SECTION ONE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto JIM H. HARP and wife, JO ANN HARP, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is Route 2 Box 306-A Jackson Ms 39209, the following described land and property situated in the Madison County, Mississippi and more particularly described as follows, to-wit:

Being situated in the North 1/2 of Section 1, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of Lot 37 of Ingleside, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and run thence East for a distance of 102.455; run thence South for a distance of 54.185 feet to the Easterly right of way line of Ingleside Road and the POINT OF BEGINNING for the parcel herein described; thence run 3.322 feet along the arc of a 1118.26 foot radius curve to the right in the said Easterly right of way line, said arc having a 3.322 foot chord which bears South 28 degrees 17 minutes 20 seconds East; thence South 28 degrees 12 minutes 14 seconds East for a distance of 254.14 feet along the said Easterly right of way line; thence run 196.264 feet along the arc of a 1678.514 foot radius curve to the left in the said Easterly right of way line, said arc having a 196.153 foot chord which bears South 31 degrees 33 minutes 13 seconds East; thence South 34 degrees 54 minutes 12 seconds East for a distance of 22.04 feet along the said Easterly right of way line; thence leave said Easterly right of way line and run North 64 degrees 01 minutes 57 seconds East for a distance of 358.58 feet; thence North 1 degree 48 minutes 45 seconds West for a distance of 263.46 feet; thence South 89 degrees 08 minutes 45 seconds West for a distance of 551.05 feet to the POINT OF BEGINNING, containing 3.671 acres, more or less.

IT IS AGREED AND UNDERSTOOD that advalorem taxes for the current year have not been determined and when a determination has been made, Grantees agree to contribute to

Grantor or its assigns, their prorata share of said taxes on or before January 31, 1987.

AS A PART OF THE CONSIDERATION paid for this conveyance, the undersigned Grantor does hereby covenant and agree that there will not be a public road or thoroughfare or other public access granted over and across that property bordering the southern boundary line of the property conveyed by this deed. This covenant shall be binding on the Grantor and its successors in title and assigns for a period of sixty (60) years from the date hereof, and shall be a covenant running with the title to the land so adjoining and shall burden said property and benefit the property hereinabove described and conveyed. In the event of a breach by the Grantor or its successors in title or assigns, the Grantees herein shall be entitled to bring such action at law or in equity as shall afford the Grantees herein proper redress for violation or attempted violation of said covenant. In the event of any litigation involving this covenant, the unsuccessful party shall pay to the successful party all costs, expenses, and attorneys' fees involved in securing such relief.

THIS CONVEYANCE is made subject to any valid and subsisting recorded oil, gas or mineral leases, royalty reservations or conveyances affecting subject property.

The above described and conveyed property is conveyed subject to the easements and reservations as shown on the plat attached hereto as Exhibit "A", and as reserved in the covenants attached hereto as Exhibit "B", made a part hereof by reference and signed for identification.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 2nd day of May, 1986.

SECTION ONE PARTNERSHIP, A  
MISSISSIPPI GENERAL PARTNERSHIP

BY: Louis B. Gideon  
LOUIS B. GIDEON, Managing  
Partner

David Cox  
DAVID COX, Managing  
Partner

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named LOUIS B. GIDEON and E. DAVID COX, personally known to me to be the Managing Partners of the within named SECTION ONE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, who acknowledged to and before me that they signed and delivered the above and foregoing Warranty Deed on the day and for the purposes therein stated, for and in behalf of said partnership, at its own act and deed, they having been duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this  
the 2<sup>nd</sup> day of May, 1986.

Delores H. Shanton  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Sept. 23, 1986



BOOK 215 PAGE 292



S.E. CORNER OF LOT 37 OF INGLESIDE

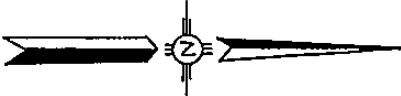
POINT OF BEGINNING

A=3.322'  
R=1118.26'  
C=3.322'  
CH.BRG.=S 28°17'20"E

INGLESIDE ROAD

4.0 ACRES (GROSS)  
3.671 ACRES (NET)

20' MP&L EASEMENT-UNRECORDED  
FC ON LINE



E 24.61' + "A"

A=150.264'  
R=1678.514'  
C=196.153'  
CH.BRG.=S 31°33'13"E

S 34°54'12"E  
22.04'

PLAT SHOWING  
CERTAIN PROPERTIES  
SITUATED IN THE N 1/2 OF SECTION 1,  
TTN-RIE, MADISON CO., MISS.



#### PROTECTIVE COVENANTS

BOOK 215 PAGE 294

The undersigned, SECTION ONE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, (hereinafter referred to as "Developer"), is the owner of certain land and property situated in Madison County, Mississippi which is more particularly described in that certain deed recorded in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 194 at page 757.

The Grantees in the deed to which these covenants are attached do hereby covenant and agree respecting the property conveyed, with all purchasers and future owners of any of said lot or parcel, for a period of Twenty (20) years from said date that the following protective covenants shall apply to said lot, to-wit:

1. Said lot shall be used for residential purposes only. No structures shall be erected, altered or replaced or permitted to remain on said lot other than single family dwellings, not exceeding two stories in height above the first floor building foundation, together with the usual and customary outbuildings such as garages or barns. All buildings erected on said lot shall be of new construction and no lot shall be subdivided into a tract or tracts containing less than two (2) acres. However, nothing in these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence on both lots as if the contiguous lots were but one single lot. Notwithstanding the provisions of Paragraph 12, infra, because of the lot configurations, the Developer reserves the right to approve the location (to be built or rebuilt) of any structure on each lot.

2. The term "residential purposes" as used herein shall be held and construed to exclude among other things, hospitals, duplex houses, apartment houses, garage apartments and to exclude commercial and professional use, except an office in the home, and these covenants do hereby prohibit such usage for any lot.

3. No trailer, manufactured home or mobile home shall be placed on any lot. A manufactured home, as used herein, means any dwelling which as a whole or in components is fabricated elsewhere and removed to the lot, or is classified as a "shell house" or in common parlance is referred to as a "Jim Walter" house.

4. No trash, ashes or other refuse may be thrown or dumped on any lot.

5. No building materials of any kind or character may be placed or stored upon said property except for a period of three (3) months, except with permission of Developer, prior to the time the owner of such lot commences improvements.

Thereafter all building materials on said property shall stored in a neat, orderly and unobstructive manner or properly screened, and said building materials shall be limited to that which is reasonable necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

6. The use of concrete blocks or asbestos siding as building materials for an exterior finish is expressly prohibited.

7. No signs, billboards, posters or advertising devices of any character shall be erected on any lot except "For Sale" signs not exceeding four (4) square feet and signs identifying the owner of the property, not exceeding two (2) square feet in size.

8. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. All fences are subject to approval by Developer.

10. No non-domestic animals other than cattle and horses (large animal unit) may be kept on said property. No kennels or pens may be constructed or used for the care and housing of a large number of dogs and the number of dogs regularly housed at the residence of the owner thereof shall be limited to two (2). Regardless of number, whether two or less, the keeping of said animals shall be such as to not constitute an annoyance or nuisance to the neighborhood. The maximum number of large animal units to be kept shall be one per acre.

11. All sewerage disposal systems, cesspools and septic tank fills shall be approved by both the Mississippi State Board of Health and the undersigned Developer or their successors in title or assigns, before same shall be constructed and operated on any lot herein. Developer may designate a treatment plant at the discretion of Developer.

12. No residence shall be closer than 100 feet to the front line nor closer than 50 feet to the side lot line of said lot unless said owner shall have received written permission from Developer to so construct said residence.

13. All homes built must contain a minimum to Two Thousand (2,000) square feet of living area and cost a minimum of Eight Thousand Dollars (\$80,000.00) to construct.

The minimum cost of improvements stated herein refers to the cost of construction of the date of this instrument and will vary up and down with changes in the unit cost of construction of the future. For example, should construction cost at a given date be 10% less than that prevailing at the date of this instrument, improvements costing Seventy-Two Thousand Dollars (\$72,000.00) would satisfy the Eighty Thousand Dollar (\$80,000.00) minimum requirement.

Should such construction cost advance 10%, an Eight-Eight Thousand Dollar (\$88,000.00) expenditure would be required to fulfill the Eighty Thousand Dollar (\$80,000.00) minimum requirement as expressed herein. Developer shall be sole judge of the then prevailing cost of construction and shall evidence the same in writing to the purchaser at the time of construction.

14. All plot plans and house plans shall be submitted for approval to Developer prior to any construction work.

15. Developer hereby reserves the following utility easements over and across the lot hereby conveyed:

- A. 10 feet adjacent to each side lot line, or as shown on the plat attached to the deed from Developer, whichever is greater;
- B. 10 feet adjacent to each rear or back lot line, or as shown on the plat attached to the deed from Developer, whichever is greater;
- C. 20 feet across and adjacent to front lot line or line fronting any street in place now or built in the future and abutting the lot conveyed by the Warranty Deed to which the covenants are attached.
- D. Unless otherwise designated in a document of record and executed by one or both of the developers.

Said utility easements are reserved for the purposes of constructing, maintaining and repairing a system or systems of electrical power, telephone, telegraph line or lines, gas, water sewer and any other water utility that the developers, their successors and assigns see fit in their discretion, to install across said lot. The location of said utility easements are shown on the Plat which is attached to the deed to which these covenants are also appended. Neither the developers, their successors or assigns nor Madison County, Mississippi nor any utility company using the utility easements herein referred to shall be liable for any damage done by them, their assigns, and agents and employees or servants to shrubbery, trees, flowers or other property of the owners situated on the land covered by said easements, except to restore service of land to reasonably same condition. All utilities shall be underground, unless otherwise required by the utility company.

16. The title conveyed by the developer to purchaser shall not in any event be held or construed to include the title to the water, gas, sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the developers, their successors or assigns or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair

or lease such lines, utilities and appurtenances erected by the developers, their successors or assigns to any public service corporation or any other parties is hereby expressly reserved to the developers.

17. No equipment, cars, trucks or other movable vehicles (including trailers) which require payment of taxes and purchase of license plate shall be kept on any lot unless the owner thereof has paid taxes on such vehicle. Those disabled vehicles not requiring the payment of taxes or purchase of license plates shall not be kept on any lot and shall be removed therefrom.

18. Outside clotheslines shall not be visible from neighboring houses nor from the street.

19. No structures shall be erected on any portion of any lot which portion is subject to any easement for travel or utilities as shown on Plat.

20. All the restrictions, covenants, and reservations appearing herein as well as those appearing in any deed or other conveyance for any lot shall be construed together but if any one of the same shall be held to be invalid or for any reason not in force or enforceable none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

21. If any owner of said lot or their successors in title or any of them or their heirs, devisees or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the developers, their assigns or successors, to prosecute any proceeding at law or in equity against the person or person violating or attempting to violate any such covenant either to prohibit him or them from so doing or to recover damages or other duties of such violations. Any person found by such Courts to have violated these covenants shall pay a reasonable attorney's fee to the party or parties bringing this action seeking to enjoin said violation and the Court may establish the amount of said attorney's fee.

22. These covenants are to run with the land and shall be binding on all parties or persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall continue to run with the land for the consecutive or subsequent terms of five (5) years each unless an instrument signed by Developer, its successors in title, or assigns has been recorded in a public records lot agreeing to a revocation of said covenants in whole or in part. Further, said covenants shall burden the land conveyed by the deed hereto attached, and shall be for the benefit of Developer, its successors in title, or assigns as to any property lying within that area described in said Deed Book 194 at page 757, to the owners of which the right of

enforceability has been conveyed and transferred, specifically in writing.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 2nd day of May, 1986.

SECTION ONE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP

BY: [Signature]  
LOUIS B. GIDEON, Managing Partner  
[Signature]  
E. DAVID COX, Managing Partner

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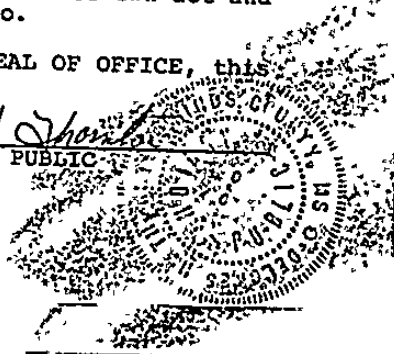
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named LOUIS B. GIDEON and E. DAVID COX, personally known to me to be the Managing Partners of the within named SECTION ONE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, who acknowledged to and before me that they signed and delivered the above and foregoing Covenants on the day and for the purposes therein stated, for and in behalf of said partnership, at its own act and deed, they having been duly authorized so to do.

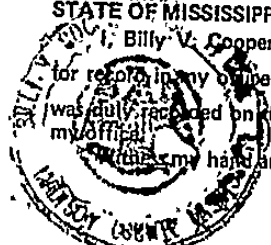
WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 2nd day of May, 1986.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Sept. 23, 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 6 day of May, 1986, at 11:20 o'clock A.M. and was duly recorded on the 6 day of MAY, 1986, Book No. 215 on Page 29.D in my office. Witness my hand and seal of office, this the 6 day of MAY, 1986.

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