

1/1/79 271

INDEXED

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INDEXED

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, including the assumption by the Grantee herein of that certain indebtedness to Carrol Ricks Lee, evidenced by a promissory note dated August 22, 1979, and the assumption of the duties and obligations under that certain deed of trust of even date therewith securing said indebtedness which is recorded in Deed of Trust Book 461 at page 298, in the office of the Chancery Clerk of Madison County, Mississippi, such payment to be made in the amounts and at the times specified in said note and in accordance with the terms, conditions and provisions of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, I, ROBERT M. WINSTEAD, do hereby convey and quitclaim unto C. P. BUFFINGTON all of my right, title and interest and estate in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

TRACT ONE: A parcel of land containing 5.85 acres, more or less, situated in the NE 1/4 of NW 1/4 of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, more particularly described as:

Beginning at the intersection of the south line of Lutz Avenue with the west line of the NE 1/4 of NW 1/4 of said Section 24 (said west line being the east line of a 50 foot roadway) and from said point of BEGINNING run north 89 degrees 20 minutes east along the south line of said Lutz Avenue for 280.24 feet; thence run south 200 feet; thence run north 89 degrees 20 minutes east for 275 feet.

LESS AND EXCEPT: A parcel of land in the NE 1/4 of the NW 1/4 Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, and being more particularly described as beginning at the SW corner of the NE 1/4 of the NW 1/4; thence run north 769.10 feet along the east boundary of a proposed road to the Point of Beginning and from this Point of Beginning thence run north 426.70 feet along the eastern boundary of the aforesaid proposed road; thence run east 280.44 feet; thence run south 68.00 feet; thence run east 275.00 feet; thence run south 358.70 feet; thence run west 555.44 feet to the Point of Beginning and containing 5.01 acres, more or less.

TRACT TWO: A parcel of land containing 20.24 acres, more or less, situated partly in the NE 1/4 of NW 1/4 and partly in the SE 1/4 of NW 1/4 of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, more particularly described as:

Commencing at the intersection of the south line of Lutz Avenue with the west line of the NE 1/4 of NW 1/4 of said Section 24 (said west line being the east line of a 50 foot roadway), and from said point of intersection run south along the west line of the NE 1/4 of NW 1/4 of said Section 24, 558.7 feet to the point of beginning of the parcel here described, and from said point of BEGINNING run north 89 degrees 20 minutes east for 763.94 feet to an iron pin on the west line of that parcel of land conveyed by Carroll Ricks Lee to The Housing Authority of the City of Canton, Mississippi, by deed dated June 12, 1951, recorded in Land Record Book 50 at page 412 thereof in the Chancery Clerk's Office for said county; thence run south 671.9 feet to an iron pin on the north line of West North Street extended; thence run east along the north line of West North Street extended 59.51 feet to its intersection with the west line of Second Avenue; thence run south 00 degrees 23 minutes 06 seconds west along the west line of Second Avenue for 44.87 feet to a point; thence run north 89 degrees 56 minutes 54 seconds west for 150 feet to an iron pin; thence run south 00 degrees 23 minutes 06 seconds west for 395.8 feet to an iron pin; thence run north 89 degrees 56 minutes 54 seconds west for 75 feet to an iron pin; thence run south 00 degrees 23 minutes 06 seconds west for 150 feet to a point on the north line of Franklin Street; thence run north 89 degrees 56 minutes 54 seconds west along the north line of Franklin Street 448.75 feet to a point; thence run north 00 degrees 08 minutes 09 seconds east for 150 feet to a point; thence run north 89 degrees 56 minutes 54 seconds west for 150 feet to a point on the east line of the aforesaid 50 foot roadway; thence north 00 degrees 08 minutes 09 seconds east along the east line of said roadway for 333.83 feet to the northwest corner of the SE 1/4 of NW 1/4 of said Section 24; thence continue north 00 degrees 08 minutes 09 seconds east along the east line of said roadway 769.09 feet to the point of beginning.

LESS AND EXCEPT: A parcel of land situated in the NE 1/4 of NW 1/4 of Section 24, Township 9 North, Range 2 East, more particularly described as beginning at the southwest corner of that parcel of land as described in that deed executed by United Gas Inc Company to Louis C. Jackson, dated March 25, 1977, recorded in Land Record Book 150 at page 35 thereof in the Chancery Clerk's Office for said county, and from said point of Beginning run easterly along the south line of said parcel of land and the extension thereof for 183.3 feet more or less to the southwest corner of that parcel of land conveyed by Carroll Ricks Lee to the Housing Authority of the City of Canton, Mississippi, by deed dated June 12, 1951, recorded in Land Record Book 50 at page 412 thereof in the Chancery Clerk's Office for said county; thence run northerly along the west line of said Housing Authority property for 100 feet; thence run westerly parallel to the south line of the parcel here described for 183.3 feet, more or less, to a point that is 100 feet north of the point of beginning; thence run southerly 100 feet to the point of beginning.

ALSO: A non-exclusive right of way and easement over and across a strip of land 40 feet in width lying adjacent to and south of the south line of the above described property and the eastward extension thereof to the west line of Second Firebaugh Street as a means of ingress and egress to and from said property.

TRACT THREE: A parcel of land situated in the NW 1/4 of NW 1/4 of Section 24, Township 9 North, Range 2 East, more particularly described as beginning at the intersection of the south line of Lutz Avenue extended with the west line of a public street 50 feet in width as described in that deed executed by Carroll Ricks Lee to Madison County, Mississippi, dated April 28, 1972, recorded in Land Record Book 127 at Page 41 thereof in the Chancery Clerk's Office for said county, and from said point of BEGINNING run southerly along the west line of said public street for 150 feet; thence run westerly parallel to the south line of Lutz Avenue extended for 100 feet; thence run northerly parallel to the west line of said public street for 150 feet to the south line of Lutz Avenue extended; thence run easterly along the south line of Lutz Avenue extended for 100 feet to the point of beginning.

TRACT FOUR: A parcel of land containing 0.211 of an acre, more or less, situated in the SE 1/4 of NW 1/4 of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, as described on map or plat thereof prepared by Robert M. Case, Registered Land Surveyor, Jackson, Mississippi, dated March 31, 1977, copy of which is attached hereto as EXHIBIT "A" and made a part hereof the same as if fully copies herein.

WITNESS MY SIGNATURE on this the 12th day of August 1981.

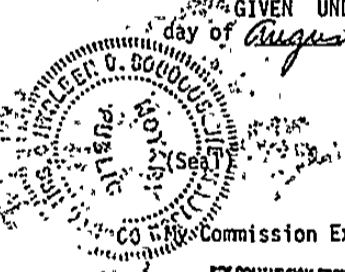
Robert M. Winstead
ROBERT M. WINSTEAD GRANTOR

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT M. WINSTEAD, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND official seal of office on this the 12th day of August 1981.

Malcolm C. Boudreaux
NOTARY PUBLIC



Commission Expires:
CITY COMMISSION EXPIRES NOV. 22, 1981

STATE OF MISSISSIPPI, County of Madison:

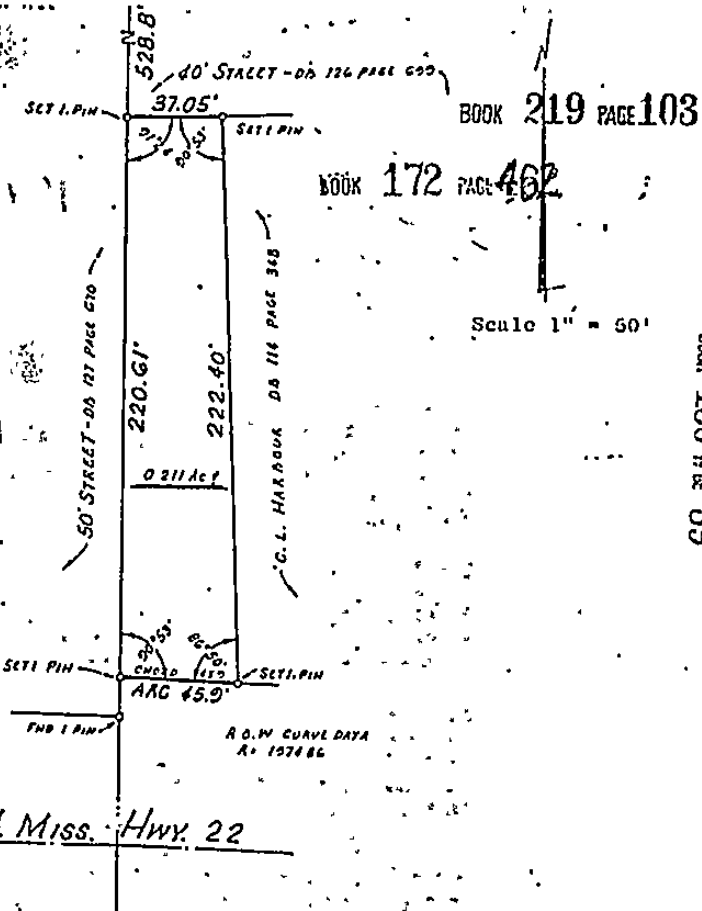
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of August, 1981, at 2:45 o'clock P.M., and was duly recorded on the AUG 13 1981 day of August, 1981, Book No. 177 on Page 277 in my office.

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

BILLY V. COOPER, Clerk

By n. Wright, D. C.

see next page for
certificate n. Wright, D.C.



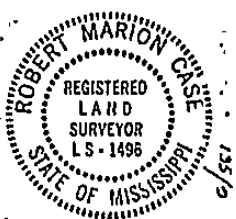
DESCRIPTION

Being situated in the SE 1/4 of the NW 1/4 of Section 24, T9N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commence at an iron pipe marking the NE corner of the SW 1/4 of the NW 1/4 of Section 24, T9N-R2E, and run Southerly, along the East boundary of the SW 1/4 of the NW 1/4, 528.8 feet to an iron pin on the South R.O.W. line of a 40 foot wide street (unimproved), as recorded in Deed Book 126 at Page 699 of the Chancery records of Madison County, Mississippi and the Point of Beginning for the property herein described; turn thence to the left through a deflection angle of 91° 24' and run Easterly, along the South R.O.W. line of said street, 37.05 feet to an iron pin marking the NW corner of the C. L. Harbour property as recorded in Deed Book 114 at Page 348 of the aforesaid records; turn thence through an interior angle of 90° 53' and run Southerly, along the West boundary of the said Harbour property, 222.4 feet to the SW corner thereof; run thence Westerly, counter-clockwise, along the arc of a curve in the Northern R.O.W. line of Mississippi Highway 22, 45.9 feet to the East boundary of the SW 1/4 of the NW 1/4 of said Section 24; said curve having a radius of 1974.86 feet; run thence Northerly, along the East boundary of the SW 1/4 of the NW 1/4, 220.61 feet to the Point of Beginning.

PLAT OF SURVEY FOR LOUIS JACKSON

ROBERT N. CASE
Registered Land Surveyor Jackson, Mississippi



362-9781
EXHIBIT #2
March 31, 1977

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of April, 1977, at 11:25 o'clock A.M., and was duly recorded on the 26 day of April, 1977, Book No. 150 on Page 38 in my office.
Witness my hand and seal of office, this the 26 of April, 1977.
BILLY V. COOPER, Clerk
By *[Signature]* 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 17 day of November, 1980, at 9:20 o'clock A.M., and was duly recorded on the 17 day of NOV 18 1980, 1980, Book No. 172 on Page 461 in my office.
Witness my hand and seal of office, this the of NOV 18 1980, 19.....
BILLY V. COOPER, Clerk
By *[Signature]* 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 29 day of August, 1985, at 2:35 o'clock P.M., and was duly recorded on the 29 day of AUG 29 1985, 1985, Book No. 319 on Page 100 in my office.
Witness my hand and seal of office, this the of AUG 29 1985, 19.....
BILLY V. COOPER, Clerk
By *[Signature]* D. C.

DEED

SUBSTITUTED TRUSTEE'S DEED

C8185

WHEREAS, on the 1st day of June, 1983, KEVIN M. SMITH, DR. JOHN P. MLADINEO became justly indebted to CANTON EXCHANGE BANK, Canton, Mississippi, and did, on that date, for the purpose of securing said indebtedness, execute their certain Deed of Trust to DOUGLAS RASBERY, Trustee, for CANTON EXCHANGE BANK, Canton, Mississippi, conveying in trust to the aforementioned Trustee the hereinafter described property which said Deed of Trust is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 515 at Page 02; and,

WHEREAS, CANTON EXCHANGE BANK assigned said Deed of Trust to First National Bank of Jackson by instrument dated December 14, 1983, and recorded in Book 524 at Page 745 in the records of the Chancery Clerk aforesaid; and,

WHEREAS, by amendment to its charter effective September 17, 1985, First National Bank of Jackson, Jackson, Mississippi, changed its name to Trustmark National Bank; and,

WHEREAS, default has been made in the payment of the indebtedness secured by said Deed of Trust, and the beneficiary thereof having exercised the option in such case provided, and having declared the entire unpaid balance of said indebtedness immediately due and payable; and,

WHEREAS, the Trustee in said Deed of Trust has been substituted and T. HARRIS COLLIER, III, was appointed Substituted Trustee by instrument of record in Book 594 at Page 642 in the office of the Chancery Clerk of the aforesaid County; and,

WHEREAS, after having advertised said sale in all respects as required by law and the terms of said Deed of Trust, the advertisement including posting of Trustee's Notice of Sale at the South entrance of the County Courthouse in Canton, Mississippi, for at least four consecutive weeks preceding the sale, and the publication of Notice of Sale in the Madison County Herald, a Newspaper having circulation in Madison County, Mississippi, for four consecutive weeks preceding the sale, which is more fully shown by a copy of the Proof of Publication which is hereto attached as Exhibit "A" to this deed and made a part

hereof, the undersigned did, within legal hours on Friday, August 29, 1986, at the South entrance of the County Courthouse of Madison County at Canton, Mississippi, offer for sale at public auction for cash to the highest and best bidder, the hereinafter described real estate, together with all buildings and improvements located thereon, in the manner required by law and the terms of the aforementioned Deed of Trust; and,

WHEREAS, at the time and place aforementioned, the undersigned received from the hereinafter Grantee a bid of \$ 837,091.09, which was the highest bid for cash for said land and the said bidder was then and there declared to be the purchaser thereof;

NOW, THEREFORE, In consideration of \$ 837,091.09, cash in hand paid, the receipt of which is hereby acknowledged, the undersigned does hereby sell and convey unto John P. Madineo M.D. dba Oak Place Shopping Center the following real estate together with all buildings and improvements thereon situated, as located in Madison County, Mississippi, described as follows, to-wit:

Being situated in Block 91 of the First Addition to the Village of Ridgeland, as recorded in Plat Book 1 of the records in the office of the Chancery Clerk of Madison County, Mississippi and being more particularly described as follows:

Beginning at the intersection of the North boundary of aforesaid Block 91, with the western R.O.W. line of U. S. Highway 51, as it is now (Nov., 1981) in use, and run southerly, along said western R.O.W. line of U. S. Highway 51, 301.10 feet; leaving said western R.O.W. line, turn thence through an interior angle of 114° 31' and run westerly, parallel with aforesaid North boundary of Block 91, 239.14 feet; turn thence through an interior angle of 90° 00' and run North, parallel with the West boundary of said Block 91, 273.95 feet to a point in said North boundary of Block 91; turn thence through an interior angle of 90° 00' and run easterly, along said North boundary, 364.08 feet to the Point of Beginning, containing 1.90 acres, more or less.

WITNESS MY SIGNATURE, this the 29th day of August,

1986.

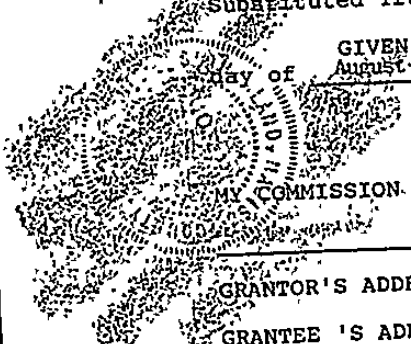
T. Harris Collier, III
T. HARRIS COLLIER, III
Substituted Trustee

BOOK 219 PAGE 106

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, T. HARRIS COLLIER, III, Substituted Trustee, who acknowledged that he signed and delivered the foregoing Deed on the day and year thereof as a free and voluntary act and deed as the act and deed of said Substituted Trustee, on the day and year therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of August, 1986.



Walter E. Sutterland
NOTARY PUBLIC

MY COMMISSION EXPIRES:

GRANTOR'S ADDRESS: P. O. BOX 291, JACKSON, MISSISSIPPI 39205.

GRANTEE'S ADDRESS: 935 N. State Street Jackson, Ms. 39201

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

SUBSTITUTED TRUSTEE'S
NOTICE OF SALE
WHEREAS KEVIN M. SAUTH
OR JOHN P. MADRINEO executed
a Deed of Trust to DOUGLAS RAY-
BERRY, Trustee for CANTON EX-
CHANGE BANK, Canton, Mississip-
pi, under date of June 1, 1983, and
recorded in Book 515 at Page 02 of
the records in the office of the
Chancery Clerk of Madison County
at Canton, Mississippi; and
WHEREAS, Canton Exchange
Bank assigned said Deed of Trust to
First National Bank of Jackson by
Instrument dated December 14,
1983, and recorded in Book 524 at
Page 745 in the records of the
Chancery Clerk aforesaid, and
WHEREAS, by amendment to its
charter, effective September 17,
1983, First National Bank of Jack-
son, Jackson, Mississippi, changed
its name to Trustmark National
Bank; and,
WHEREAS, Trustmark National
Bank, Jackson, Mississippi, the legal
holder of the Deed of Trust
and the note secured thereby, sub-
stituted T. HARRIS COLLIER, III,
as Trustee therein, as authorized by
the terms thereof, by Instrument
dated July 14, 1984, and recorded in
Book 594 at Page 442 of the records
in the office of the aforesaid Chan-
cery Clerk; and,
WHEREAS, default having been
made in the performance of the
conditions and stipulations as set
forth by said Deed of Trust, and
having been requested so to do by
TRUSTMARK NATIONAL BANK,
Jackson, Mississippi, the legal hold-
er of the indebtedness secured and
described by said Deed of Trust,
notice is hereby given that I, T.
HARRIS COLLIER, III, Trustee, by
the virtue of the authority conferred
upon me in said Deed of Trust, will
offer for sale and will sell at public
sale and outcry to the highest and
best bidder for cash, between the
hours of 11:00 o'clock a.m. and 4:00
o'clock p.m. in front of the South
entrance of the County Courthouse
of Madison County at Canton, Missis-
sippi, on the 29th day of August,
1986, the following described land
and property being the same land
and property described in the said
Deed of Trust situated in Madison
County, Mississippi, to-wit:

Being situated in Block 91 of the
First Addition to the Village of Rid-
gewood, as recorded in Plat Book 1
of the records in the office of the
Chancery Clerk of Madison County,
Mississippi, and being more par-
ticularly described as follows:
Beginning at the intersection of the
North boundary of aforesaid Block
91 with the western R.O.W. line of
U.S. Highway 51, as it is now (No-
vember, 1981) in use, and run
southerly, along said western
R.O.W. line of U.S. Highway 51,
301.10 feet leaving said western
R.O.W. line, turn thence through an
interior angle of 114 degrees 31
minutes and run westerly parallel
with aforesaid North boundary of
Block 91, 239.14 feet, turn thence
through an interior angle of 90°00'
and run North, parallel with the
West boundary of said Block 91
223.53 feet to a point in said North
boundary of Block 91, turn thence
through an interior angle of 90°00'
and run easterly, along said North
boundary, 344.08 feet to the Point
of Beginning, containing 1.95 acres,
more or less.

I will convey only such title as is
vested in me as Substituted Trustee
WITNESS MY SIGNATURE, this
the 28th day of July, 1986.
T. HARRIS COLLIER, III
Substituted Trustee

#7101
August 7, 14, 21, 28 1986

And - See Notice of Sale -
Annex

has been in said paper 4 times consecutively, to-wit:
On the 7 day of August, 1986
On the 14 day of August, 1986
On the 21 day of August, 1986
On the 28 day of August, 1986
On the _____ day of _____, 19____
On the _____ day of _____, 19____

before me, this

[Signature], 1986
[Signature]
Notary

James Aruban
Canton, Miss., Aug. 28, 1986

PROOF OF PUBLICATION

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office, this 29 day of August, 1986, at 3:05 o'clock P. M., and
was duly published in the _____ day of AUG 29, 1986, Book No. 219 on Page 107 in
my office, and the _____ day of _____, 19____
with the seal of office, this the _____ of _____, 19____
By D. W. Wright, Clerk



BOOK 219 PAGE 108
 RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL)
 DELINQUENT TAX SALE
 STATE OF MISSISSIPPI, COUNTY OF MADISON
 No. 8119
 Repealed Under H.B. 567
 Approved April 2, 1932

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

Mimis Wright
 the sum of Four hundred sixty-eight & 60/100 DOLLARS (\$ 468.60)
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
14.5 A in S ¹ / ₂ S ¹ / ₂ SE ¹ / ₄ E of Hwy 51 DB 0-0	8	7	2E	

Which said land assessed to J. M. Rigley Est. and sold on the
26 day of August 1985, to Bradley Williamson for
 taxes thereon for the year 1984, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 29 day of
August 1986 Billy V. Cooper, Chancery Clerk.
 By K. B. Cooper D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$ 360.87
(2) Interest	\$ 18.04
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$ 7.22
(4) Tax Collector Advertising—Selling each separate described subdivision as set out on assessment roll.	
\$1.00 plus 25cents for each separate described subdivision	\$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$ 3.00
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$.25
(7) Tax Collector—For each conveyance of lands sold to individuals \$1.00	\$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$ 391.63
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$ 18.04
(10) 1% Damages per month or fraction on 19 <u>84</u> taxes and costs (Item 8—Taxes and costs only) <u>13</u> Months	\$ 50.91
(11) Fee for recording redemption 25cents each subdivision	\$.25
(12) Fee for indexing redemption 15cents for each separate subdivision	\$.15
(13) Fee for executing release on redemption	\$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457)	\$
(15) Fee for issuing Notice to Owner, each \$2.00	\$
(16) Fee Notice to Lienors @ \$2.50 each	\$
(17) Fee for mailing Notice to Owner \$1.00	\$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$
TOTAL	\$ 461.98
(19) 1% on Total for Clerk to Redeem	\$ 4.62
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>84</u> taxes and to pay accrued taxes as shown above	\$ 466.60
	Rec. Del 2.00
Excess bid at tax sale \$	468.60
<u>Bradley Williamson</u>	460.58
<u>Clerk's Fee</u>	6.02
<u>Rec Del</u>	2.00
	468.60

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 29 day of August, 1986, at 3:30 o'clock P. M., and was duly recorded on the 29 day of AUG 29, 1986, Book No. 219 on Page 108 in my office.

Witness my hand and seal of office, this the 29 day of AUG 29, 1986, 1986.

BILLY V. COOPER, Clerk

By Mimis Wright, D.C.

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

CG 183 No 8120

INDEXED Redeemed Under H.R. 567
Approved April 2, 1932

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

Mings Wright
the sum of One hundred twenty three & 62/100 DOLLARS (\$ 123.62)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
3.60 off 7/16 NE 1/4 NE 1/4 WB 9-595 1-1-84				
S17-T7-R2E		Madison		

Which said land assessed to J. M. Riquoy Est. and sold on the
26 day of August 1985, to Greg Menatt 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 29 day of
August 1986 Billy V. Cooper, Chancery Clerk.

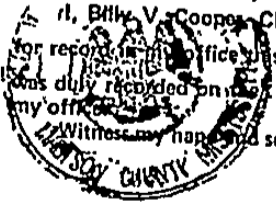
(SEAL) By Kanagony D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	89.59
(2) Interest	\$	4.48
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	1.79
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision	\$	1.25
(5) Printer's Fee for Advertising each separate subdivision	\$	3.00
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$.25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1 00	\$	1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	101.36
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	4.48
(10) 1% Damages per month or fraction on 19 <u>84</u> taxes and costs (Item 8 --Taxes and costs only <u>13</u> Months	\$	13.18
(11) Fee for recording redemption 25cents each subdivision	\$.25
(12) Fee for indexing redemption 15cents for each separate subdivision	\$.15
(13) Fee for executing release on redemption	\$	1.00
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457)	\$	
(15) Fee for Issuing Notice to Owner, each	\$	
(16) Fee Notice to Lienors @ \$2 50 each	\$	
(17) Fee for mailing Notice to Owner	\$	
(18) Sheriff's fee for executing Notice on Owner if Resident	\$	
TOTAL	\$	120.12
(19) 1% on Total for Clerk to Redeem	\$	1.20
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>84</u> taxes and to pay accrued taxes as shown above	\$	121.62
Excess bid at tax sale \$		2.00
<u>Greg Menatt</u>	119.02	
<u>Rec'd fee</u>	2.60	
<u>Rec'd fee</u>	2.00	
	123.62	

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 29 day of August, 1986, at 3:30 o'clock P. M., and
was duly recorded on the 29 day of AUG 29 1986 AUG 23 1986 Book No. 219 Page 109 in
my office.



Witness my hand and seal of office, this the 29 day of August, 1986.
BILLY V. COOPER, Clerk.
By Mings Wright, D.C.

SUBSTITUTED TRUSTEE'S DEED

C8199
INDEXED

WHEREAS, on January 23, 1980, Howard Maurice Smith et ux Vernita Smith, executed a deed of trust to Union Planters National Bank of Memphis, Tennessee, Trustee for the benefit of National Mortgage Company, which deed of trust is recorded in Deed of Trust Book 467 at Page 368 in the office of the Chancery Clerk of the County of Madison, State of Mississippi; and

WHEREAS, the aforesaid deed of trust was assigned to Supreme Mortgage and Realty Company, Inc., by instrument dated January 25, 1980, and recorded in Book 468 at Page 249 of the records of the aforesaid Chancery Clerk; and

WHEREAS, the aforesaid deed of trust was assigned to Federal National Mortgage Association, by instrument dated January 25, 1980, and recorded in Book 468 at Page 259 of the records of the aforesaid Chancery Clerk; and

WHEREAS, the aforesaid, Federal National Mortgage Association, the holder of said deed of trust and the note secured thereby, substituted John C. Underwood, Jr., as Trustee therein, as authorized by the terms thereof, by instrument dated June 25, 1986 and recorded in the office of the aforesaid Chancery Clerk in Book 594 at Page 528; and

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

WHEREAS, the undersigned Substituted Trustee, after posting and publication of the Notice of Sale as required by the terms of said deed of trust and the laws of the State of Mississippi, within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.), on the 29th of August, 1986, at public outcry offered

the hereinafter described property for sale at the South Front door of the County Courthouse at Canton, County of Madison, State of Mississippi;

WHEREAS, at such sale, Federal National Mortgage Association bid the sum of \$12,913.45; and

WHEREAS, said bid by Federal National Mortgage Association was the highest bid;

NOW, THEREFORE, I, John C. Underwood, Jr., Substituted Trustee, in consideration of the sum of \$12,913.45, do hereby sell and convey unto Federal National Mortgage Association the following described property located and situated in the County of Madison, State of Mississippi, to-wit:

The following described property lying and being situated in the West 1/2 of Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

A lot or parcel of land fronting 59.4 feet on the East side of Main Street and being all of Lot 49, Presidential Heights, Part 2, Madison County, Mississippi.

WITNESS MY SIGNATURE, this, the 29th day of August, 1986.

John C. Underwood, Jr.
JOHN C. UNDERWOOD, JR.
SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the county and state aforesaid, John C. Underwood, Jr., Substituted Trustee, who acknowledged to and before me that he signed and delivered the foregoing Substituted Trustee's Deed of the day and year therein mentioned, and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the 29th of August, 1986.

Sharon H. Cannon
NOTARY PUBLIC

My Commission Expires:
My Commission Expires July 6, 1988

Grantor's Address:
Post Office Box 16852
Jackson, Mississippi 39236

Grantee's Address:
100 Peachtree Street, N.W.
Atlanta, Georgia 30303

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

SUBSTITUTED TRUSTEE'S NOTICE OF SALE
WHEREAS, on January 23, 1980 Howard Maurice Smith et ux Verula Smith executed a deed of trust to Union Planters National Bank of Memphis, TN Trustee for the benefit of National Mortgage Company, which deed of trust is recorded in Deed of Trust Book 447 at Page 348 in the office of the Chancery Clerk of the County of Madison, State of Mississippi, and

WHEREAS, the aforesaid deed of trust was assigned to Superior Mortgage and Realty Company, Inc., by instrument dated January 25, 1980 and recorded in the office of the aforesaid Chancery Clerk in Book 448 at Page 249, and

WHEREAS, the aforesaid deed of trust was assigned to Federal National Mortgage Association, by instrument dated January 25, 1980, and recorded in the office of the aforesaid Chancery Clerk in Book 448 at Page 259 and

WHEREAS, the aforesaid Federal National Mortgage Association, the holder of said deed of trust and the note secured thereby, substituted John C. Underwood, Jr., as Trustee therein, as authorized by the terms thereof, by instrument dated June 25, 1984 and recorded in the office of the aforesaid Chancery Clerk in Book 594 at Page 528, and

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

NOW, THEREFORE, I, John C. Underwood, Jr., Substituted Trustee in said deed of trust, will on the 29th day of August, 1986, offer for sale at public outcry for cash to the highest bidder, and set within legal

scribed before me, this

August 29, 1986

[Signature]
Notary

My Commission Expires August 27, 1987

[Handwritten Signature]

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

On the 7 day of August, 1986

On the 14 day of August, 1986

On the 21 day of August, 1986

On the 28 day of August, 1986

On the _____ day of _____, 19____

On the _____ day of _____, 19____

[Signature]
Canton, Miss. Aug 28, 1986

The following described property being between the hours of 11:00 A.M. and 4:00 P.M. at the South Front door of the County of Madison, State of Mississippi, being described as follows: Madison, State of Mississippi, to-wit: The following described property being and being situated in the West 1/2 of Section 17, Township 1 North, Range 1 East and more or less, being described as follows: A lot or parcel of land bearing 92 1/2 feet on the East side of Main Street and being 40 feet wide, Presidential Hotel, Part 1, Madison County, Mississippi. I, BILLY V. COOPER, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same is on file in my office. WITNESS MY SIGNATURE, this 29th day of August, 1986. JOHN C. UNDERWOOD, JR. Substituted Trustee August 2, 14, 21, 28, 1986.

PROOF OF PUBLICATION

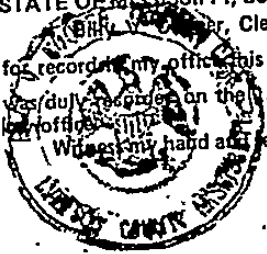
STATE OF MISSISSIPPI, County of Madison:

I, _____, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of August, 1986, at 4:00 o'clock P. M., and was duly recorded on the _____ day of _____, 19____, Book No. 219 on Page 110.

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

BILLY V. COOPER, Clerk

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



INDEXED
C82-3

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10:00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, ROBERT HUBERT SOUKUP, JR., does hereby sell, convey, and quitclaim unto TIMOTHY L. SULLIVAN and PAMELA G. SULLIVAN, his wife, the following land and property together with all improvements situated thereon located and situated in the City of Ridgeland, County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

LOT 32, COUNTRY CLUB WOODS SUBDIVISION, PART III, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet A, Slide 165, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE this the 27 day of August, 1986.

This Deed is being executed to correct the error in the acknowledgement of Deed dated 8-18-86 wherein the Grantor herein name was incorrectly written.

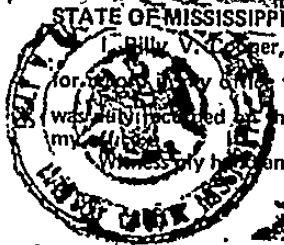
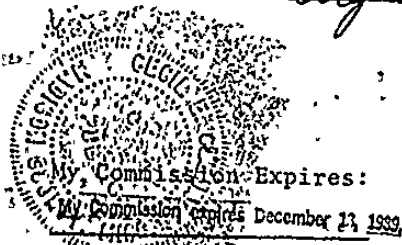
Robert Hubert Soukup Jr.
ROBERT HUBERT SOUKUP, JR.

STATE OF MISSISSIPPI
COUNTY OF HINDS- MADISON

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

WITNESS MY SIGNATURE and official seal of office this the 27th day of August, 1986.

Cecil E. Ghent



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of Sept, 1986, at 9:00 o'clock AM, and was acknowledged by me SEP 3 day of 1986, 1986, Book No. 219 on Page 113 in my presence and seal of office, this the SEP 3 day of 1986, 1986.

BILLY V. COOPER, Clerk
By K. Gregory, D.C.

STATE OF MISSISSIPPI

BOOK 219 PAGE 114

C8133

INDEXED

COUNTY OF MADISON

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, Falcon Construction Co., a Mississippi partnership, does hereby sell, convey and warrant unto Oakdale Homes, Inc., a Mississippi corporation, that certain land and property lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 54, Hunters Pointe Part 1 Subdivision, a subdivision according to a map or plat thereof filed of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Cabinet B, Slide 92, reference to which is hereby 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.

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 23rd of July, 1986.

FALCON CONSTRUCTION, CO., A
Mississippi Partnership

BY: H. Ward Reaves
H. Ward Reaves, Partner

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named H. Ward Reaves who acknowledged to me that he is a partner of Falcon Construction Co., a Mississippi partnership, 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

BOOK 219 PAGE 115

of writing on the day and in the year therein mentioned, he having been first duly authorized so to do by said corporation.

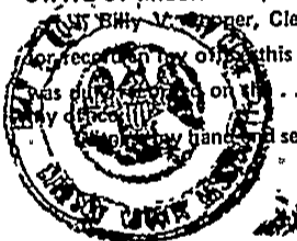
Given under my hand and official seal of office, this the 23rd day of July, 1986.

Billy V. Cooper
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires Aug. 19, 1992

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 2 day of SEP 3 1986 at 9:00 clock 9 M., and was filed on the 2 day of SEP 3 1986, 19....., Book No. 219 on Page 114. It was deposited in my hands in seal of office, this the..... of....., 19.....

BILLY V. COOPER, Clerk

By K Gregory....., D.C.

INDEXED

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

Lot Twelve (12), HUNTER'S POINTE I, 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 92, 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 Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 21st day of August, 1986.

FIRST MARK HOMES, INC.

BY: Thomas M. Harkins, Jr.
Thomas M. Harkins, Jr., President

STATE OF MISSISSIPPI
COUNTY OF HINDS

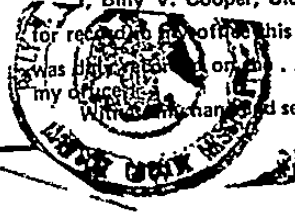
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas M. Harkins, Jr., who acknowledged to me that he is the President of First Mark Homes, Inc., a Mississippi corporation, and that he, as such President, signed and delivered the above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

GIVEN under my hand and official seal of office, this the 21st day of August, 1986.

E. L. [Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2 day of Sept, 1986, at 9:00 clock A. M., and was duly recorded on the 3 day of SEP, 1986, in Book No. 219 on Page 116. in my office and seal of office, this the 3 day of SEP, 1986.



BILLY V. COOPER, Clerk
By K. [Signature]

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, MARK S. JORDAN and WILLIAM J. SHANKS, do hereby sell, convey and warrant unto FIRST MARK HOMES, INC., a Mississippi Corporation the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

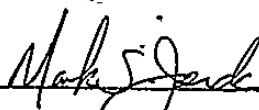
Lots Twelve (12) HUNTER'S POINTE I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide '92, reference to which is here made in aid of and as a part of this description.

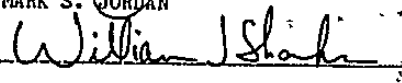
THIS CONVEYANCE is made subject to any and all applicable building restrictions, restrictive covenants, rights-of-way, easements and mineral reservations of record.

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 Grantors herein.

WITNESS OUR SIGNATURES this the 21st day of August, 1986.


MARK S. JORDAN


WILLIAM J. SHANKS

STATE OF MISSISSIPPI

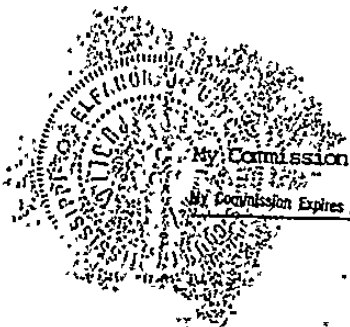
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mark S. Jordan and William J. Shanks, 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 21st day of August, 1986.

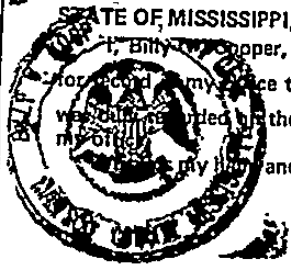
BOOK 219 PAGE 118

Elamir J. Lipton
NOTARY PUBLIC



My Commission Expires:

My Commission Expires Aug. 25, 1988



STATE OF MISSISSIPPI, County of Madison:

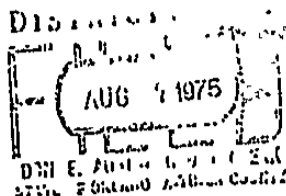
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2 day of Sept., 1986, at 9:00 clock A M., and was duly recorded by the SEP. SEP. 3 day of 1986, 19....., Book No. 219 on Page 117 in my office. Witness my hand and seal of office, this the SEP 3 of 1986, 19.....

BILLY V. COOPER, Clerk

By K. Gregory....., D.C.

Record & Return to:
The First National Bank &
Trust Company of Tulsa
Trust Agency Department
P.O. Box 1
Tulsa, Oklahoma 74193

TRANSFER OF BENEFICIAL INTEREST
NO DOCUMENTARY STAMPS NECESSARY



LAST WILL AND TESTAMENT
OF
HARRIET A. LINDSAY

INDEXED C8218

P-75-854

RECORDED
AUG 28 1975

I, HARRIET A. LINDSAY, of Tulsa, Oklahoma, do make, publish
and declare this to be my Last Will and Testament, hereby revoking
all Wills and Codicils at any time heretofore made by me.

I declare that I am a widow and that my late husband's name
was FORREST H. LINDSAY, and that I have three children, namely,
MARILYN LINDSAY BURGHER, HARRIET SUZANNE LINDSAY SHIRKEY and BEVERLY
HOLMES LINDSAY.

ARTICLE I
Payment of Debts, Expenses and Taxes

1. I direct that all my debts, including the expense of
my last illness and funeral, the expense of a suitable monument or
marker to my memory, and the expense of the administration of my
estate, shall be paid as soon as practicable after my death.
2. I direct that all estate, inheritance, succession and
transfer taxes imposed by law with respect to all property (in-
cluding insurance on my life and property as to which I have a power
of appointment) taxable by reason of my death, whether or not such
property passes under this Will, shall be paid out of the residue of
my probate estate without reimbursement from any person.

ARTICLE II
Specific Bequests

1. I give and bequeath unto my daughter, MARILYN LINDSAY
BURGHER, the sum of Forty Thousand Dollars (\$40,000). If Marilyn
Lindsay Burgher should predecease me, I give and bequeath such sum
unto her issue per stirpes. If Marilyn Lindsay Burgher and all of
her issue should predecease me, this bequest shall lapse.
2. I give and bequeath unto my daughter, HARRIET SUZANNE
LINDSAY SHIRKEY, the following:

- a) The sum of Forty Thousand Dollars (\$40,000);

Hal

- b) My pair of platinum and diamond earrings;
- c) My yellow gold bracelet watch with "Harriet Lindsay" inscribed on the back;
- d) My large brown sable stole with Iverson's label;
- e) My pair of yellow gold long hoop earrings;
- f) My yellow gold horse and jockey, not set with stones;
- g) My yellow gold bracelet with thirteen gold "horse name" disks;
- h) My yellow gold necklace which was purchased at LeMarquis in 1968; and
- i) My yellow gold disk with oil wells and four diamonds and gold chain.

If Harriet Suzanne Lindsay Shirkey should predecease me, I give and devise such items unto her issue per stirpes. If Harriet Suzanne Lindsay Shirkey and all of her issue should predecease me, this bequest shall lapse.

3. I give and bequeath unto my daughter, BEVERLY HOLMES LINDSAY, the following:

- a) The sum of Forty Thousand Dollars (\$40,000);
- b) My eight sterling Strasbourg goblets;
- c) All of my Strasbourg bread and butter plates;
- d) My 8.01-carat emerald-cut diamond and platinum ring with a baguette-cut diamond on each side;
- e) My yellow gold ring containing eleven pearls and some small diamonds;
- f) My marquise-cut diamond and platinum ring with diamonds around it;
- g) My diamond and platinum necklace which was purchased at Spaulding's in Chicago;

- h) My yellow gold, large dome diamond ring with diamonds on the top and sides which was purchased at Miss Jackson's;
- i) My single sable boa which was purchased at Miss Jackson's;
- j) My chinchilla wrap purchased at Iverson's;
- k) Linda Jay, a Double Jay-Lindaway broodmare, and her foals;
- l) All of my Francis I holloware sterling silver;
- m) My cultured pearls which were purchased at LeMarquis in 1968;
- n) My yellow gold bracelet with sixteen "horse name" disks;
- o) My yellow gold charm bracelet with fifteen charms;
- p) All of my silver which is not herein specifically given to others;
- q) My Piaget watch with jade face and small emeralds and diamonds;
- r) All of my Francis I flatware sterling silver;
- s) All of my rock crystal (Shasta pattern) which consists of twelve complete place settings; that is to say, twelve each of the goblets, plates, sherbets, liqueurs, etc. This does not include my Waterford crystal;
- t) My diamond and platinum wedding band;
- u) My largest and most valuable platinum diamond bracelet;
- v) My yellow gold and diamond race horse pin purchased at Reisinger's in 1969;
- w) My Baccarat gold and crystal wine set; and

x) My LeCoultre gold leaf clock purchased at LeMarquis in June 1974.
If Beverly Holmes Lindsay should predecease me without leaving issue who survive me, this bequest shall lapse. If Beverly Holmes Lindsay should predecease me leaving issue who survive me, I give and bequeath such items to her issue per stirpes.

4. I give and bequeath unto my granddaughter, BRENNISS BURGHER KIRKLAND, the following:

- a) The sum of One Thousand Dollars (\$1,000.00);
- b) My dark full length mink coat with Iverson's label;
- c) My grey bolero jacket with Sak's label;
- d) My platinum and diamond pin;
- e) My diamond bracelet which is the medium one I own according to value and size;
- f) My 22-carat gold trimmed crystal in Lotus design, consisting of eight goblets, eight wine glasses, eight sherbets and eight plates;
- g) My yellow gold diamond watch and bracelet which was purchased at Miss Jackson's in 1968;
- h) My smallest narrow diamond platinum bracelet;
- i) My yellow gold ruby and diamond ring (round);
- j) My brown autumn haze mink jacket;
- k) My onyx and diamond horseshoe pin;
- l) My pear-shaped diamond on platinum chain;

and

- m) My yellow gold bracelet set with large amethysts and small pearls.

If Brenniss Burgher Kirkland should predecease me, this bequest shall lapse.

5. I give and bequeath unto my granddaughter, HARRIET MALISSA SHIRKEY, the following:

Hal

- a) The sum of One Thousand Dollars (\$1,000);
- b) My yellow gold and diamonds guard ring which was purchased at LeMarquis;
- c) All of my after-dinner sterling cups with Lenox liners;
- d) My large silver tea service consisting of five pieces and tray;
- e) My Jack Shepard design small sterling after-dinner coffee service which includes coffee pot, creamer, sugar bowl and tray;
- f) All of my silver flatware of the Louis XIV design;
- g) My yellow gold bracelet with turquoise stones;
- h) My eighteen carat gold bowknot diamond pin which I received as an anniversary gift on July 16, 1968; and
- i) My yellow gold bracelet with diamonds.

If Harriet Malissa Shirkey should predecease me, this bequest shall lapse.

6. I give and bequeath unto my granddaughter, LINDSAY VANESSA SHIRKEY, the following:

- a) The sum of One Thousand Dollars (\$1,000);
- b) My grey mink jacket which was purchased at Iverson's;
- c) My long full autumn haze mink coat which was purchased at Leppert-Roos at St. Louis, Missouri;
- d) My scarab bracelet;
- e) My diamond platinum wristwatch with diamond band;
- f) All of my Waterford crystal;
- g) My pair of sterling silver Kirks-Reppousse

five-branch candelabras;

h) All of my gold and white china; and

i) My platinum dinner ring with two carat round center diamond and trimmed with marquise-cut diamond and sapphires.

If Lindaay Vanessa Shirkey should predecease me, this bequest shall lapse.

7. I give and bequeath unto HARRIET SUZANNE LINDSAY SHIRKEY and BEVERLY HOLMES LINDSAY, or to the survivor of them, all my household furniture, furnishings, ornaments, books, pictures, consumable stores and all other articles of a household nature (except those items specifically bequeathed in paragraphs 2 through 6 of this ARTICLE II as to which the beneficiary or beneficiaries thereof survive me); all personal wearing apparel and jewelry (except those items specifically bequeathed in paragraphs 2 through 6 of this ARTICLE II to which the beneficiary or beneficiaries thereof survive me); also, all other articles of personal use, including automobiles and accessories, which I may own at the time of my death, such property to be divided between them by my Executor, in its sole discretion, in as nearly equal portions as may be practical, but with Beverly Holmes Lindsay to be given first choice of the items which she desires. If both Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay should predecease me, this bequest shall lapse.

8. I give and bequeath unto my grandson, JOHN HENRY BURGHER, JR., the sum of One Thousand Dollars (\$1,000). If John Henry Burgher, Jr. should predecease me, this bequest shall lapse.

9. I give and bequeath unto my grandson, FORREST LINDSAY SHIRKEY, the sum of One Thousand Dollars (\$1,000). If Forrest Lindsay Shirkey should predecease me, this bequest shall lapse.

10. If other children should hereafter be born to any of my daughters, I give and bequeath unto each such grandchild who survives me the sum of One Thousand Dollars (\$1,000).

11. Wherever in this Will I have used or shall use the word "issue", "children", "grandchildren" or like words, the same shall include legally adopted children.

ARTICLE III
Creation of Trusts

I give, devise and bequeath the rest, residue and remainder of my estate of every kind, character and description of which I shall die possessed and wheresoever situated, including lapsed and failed bequests and devises, unto THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a national banking association of Tulsa, Oklahoma, IN TRUST, nevertheless, and upon the terms and conditions and for the benefit and purposes of the Trusts as hereinafter defined in ARTICLES IV and V hereof. Whenever in this Will The First National Bank and Trust Company of Tulsa is referred to, the term shall include its successor or successors or any bank, trust company or association with which it or its successors may become merged or consolidated.

ARTICLE IV
General Provisions Relating to Trusts

1. The Trustee, exercising the sole discretion of the Trustee, shall have power to manage and contract with respect to all property at any time held or acquired by the Trustee in each Trust (all of which property as to each Trust is hereinafter referred to collectively as the "Trust estate"), in the same manner and to the same extent as I could do if living, and, in addition thereto, the Trustee shall have power in the sole discretion of the Trustee:

a) To continue to operate, solely or in connection with others, any business or enterprise in which I may be interested at the time of my death, with the understanding that the Trustee as soon as practicable will dispose of any speculative business or enterprise;

b) To lease all or any portion of each Trust estate for any term, even though such lease may extend beyond the duration of such Trust estate, and for any purpose, including oil and gas and other mining operations;

c) To retain property of any kind received by the Trustee at any time without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds;

d) To compromise, contest, submit to arbitration or settle all claims by or against, and all obligations of, each Trust estate or the Trustee;

e) To abandon property deemed by the Trustee to be burdensome or valueless;

f) To hold such part of each Trust estate in cash as the Trustee may deem advisable in the light of then existing conditions for investment without any liability for failure to invest.

2. The Trustee may invest and reinvest from time to time and as often as in the discretion of the Trustee shall seem proper in property of any kind without regard to diversification and without being limited to investments authorized by law for the investment of trust funds.

3. The Trustee shall have the right to exercise any option or right with respect to any stocks, bonds or other securities of each Trust estate, and may take any action necessary or proper in connection with any plan of operation, sale, lease, mortgage, consolidation, merger, exchange, reorganization, foreclosure, liquidation or dissolution as to any corporation in which the Trustee holds stocks, bonds or other securities and as to any of the property of such corporation; and when the Trustee deems it advisable, the Trustee may execute a proxy to such person or persons as the Trustee

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may select to act for the Trustee in the exercise of these powers.

4. The Trustee may sell or exchange all or any portion of each Trust estate from time to time, upon such terms and conditions as the Trustee in the Trustee's sole discretion may determine, free from and discharged of the Trust, and may deliver good title thereto, and no purchaser at any such sale or exchange shall be obliged to see to the application of the money or other property received by the Trustee.

5. The Trustee is authorized to hold all or any portion of each Trust estate in bearer form or in the Trustee's own name or in the name of a nominee or nominees, with or without disclosing the fiduciary relationship; the Trustee, however, shall be responsible for all acts and omissions of such nominee relating thereto. The Trustee shall have the power to appoint an individual or corporation as trustee to act with respect to the portion of the Trust estate which has a situs in jurisdictions in which the Trustee is not qualified to act, and shall have the power to remove each such appointee at any time with or without cause; each such appointee shall have all of the powers herein granted to the Trustee with respect to the management of the Trust estate, and shall transfer to the Trustee as soon as practicable all gross receipts derived from the portion of the Trust estate under such appointee's control.

6. The Trustee shall have the right, in the Trustee's sole discretion, to determine the manner in which each receipt is to be allocated as between principal and income and to determine the manner in which each disbursement and loss and deduction is to be charged as between principal and income, and the determination of the Trustee shall be conclusive and binding upon the beneficiaries.

7. The Trustee may consult with legal counsel and shall be fully protected in any action or nonaction taken, permitted or suffered by the Trustee in good faith in accordance with the opinion of such counsel.

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8. The Trustee in the sole discretion of the Trustee may make division or distribution of each Trust estate or any part thereof in kind or in money or partly in each, and the judgment of the Trustee concerning the propriety and the kind and proportion and relative value thereof shall be binding and conclusive upon all parties interested therein.

9. Each beneficiary is hereby prohibited from anticipating, encumbering, assigning or in any other manner disposing of his or her interest in either principal or income and is without power so to do; nor shall such interest be subject to his or her liabilities or obligations, nor to attachment, execution or other legal process, bankruptcy proceedings or claims of creditors or others.

10. The Trustee shall keep books of account showing all transactions relating to each Trust estate, and shall also in each year furnish to each beneficiary currently receiving distributions therefrom, or to his or her guardian if a guardian has been appointed, a statement showing how such Trust estate is invested and all transactions relating thereto subsequent to the last preceding account rendered.

11. Whenever distribution of income or principal is to be made under the terms of this Will to a minor or other person under a legal disability of any nature, the Trustee in the sole discretion of the Trustee may make such distributions to others for the benefit of such minor or such legally disabled person without the intervention of a guardian.

12. The powers, duties and responsibilities herein set out shall not be deemed to exclude other implied powers, duties or responsibilities not inconsistent therewith.

13. In the exercise of the Trustee's sole discretion, the Trustee may accept bequests, devises and gifts of property to any Trust estate.

14. The compensation of the Trustee under each Trust herein created for services rendered to such Trust shall be reasonable and

commensurate with the compensation for like service ordinarily and customarily paid in the community where such service is rendered.

15. The Trustee shall have all of the foregoing powers and duties during the term of each Trust and thereafter until final distribution of such Trust.

ARTICLE V
Provisions Relating to Division of Trusts

My residuary estate as created and conveyed in trust in ARTICLE III hereof shall be divided into equal and separate trusts to make one trust for each child of mine above named who survives me and one trust, per stirpes, for the issue who survive me of each child of mine above named who predeceases me. Said trusts shall be known as TRUST A, TRUST B and TRUST C and each trust shall be administered and distributed by the Trustee as hereinafter set out; provided, however, that if at my death a child of mine, for whose primary benefit a trust would have been created, shall predecease me without leaving issue who survive me, the Trust for that child's benefit shall not be created but the share which would have been placed therein shall be placed in the remaining trust or trusts and held and administered as a part thereof.

ARTICLE VI
Provisions Relating to the Distribution of
Income and Principal of TRUST A, TRUST B,
and TRUST C

1. TRUST A is for the primary benefit of my daughter, MARILYN LINDSAY BURGHER, and shall be administered and distributed as follows:

- a) Marilyn Lindsay Burgher shall receive all of the net income from TRUST A in convenient installments, preferably monthly, during her lifetime.
- b) Upon her death leaving surviving issue, or upon my death if she should predecease me, TRUST A shall be divided into equal and separate shares per stirpes for the benefit of such of her issue as are

then living, and the share of each such issue shall be held in a separate Trust and shall be accumulated by the Trustee and distributed to such of such issue who were born prior to my death as each attains the age of thirty years, and to such of such issue who were born after my death as each attains the age of twenty-one years; provided, that the Trustee may in its sole discretion provide for the health, maintenance and education of such issue from the net income and principal of his or her separate Trust. If any one or more of such issue die prior to the date of distribution of his or her separate Trust, the undistributed portion thereof shall be distributed to the issue of Marilyn Lindsay Burgher per stirpes or, if all of her issue then be dead, to my issue per stirpes; provided that the share of any beneficiary for whose primary benefit another trust is then being held hereunder shall be added to and commingled with such other trust and held and distributed as if it had been an original part of such other trust.

c) If Marilyn Lindsay Burgher should survive me but die without leaving surviving issue, the undistributed portion of TRUST A shall be distributed to my issue per stirpes; provided that the share of any beneficiary for whose primary benefit another trust is then being held hereunder shall be added to and commingled with such other trust and held and distributed as if it had been an original part of such other trust.

d) If at any time during the term of TRUST A or any of the separate trusts thereunder, it is necessary or advisable to use some portion of the principal of such Trust for the health, maintenance,

education, welfare or comfort of any one or more of the primary beneficiary or the contingent beneficiaries of such Trust, the Trustee is hereby authorized in its sole discretion to use so much of the principal of such Trust as in its discretion is necessary or advisable for such purpose.

2. TRUST B is for the primary benefit of my daughter, HARRIET SUZANNE LINDSAY SHIRKEY, and shall be administered and distributed as follows:

a) Harriet Suzanne Lindsay Shirkey shall receive all of the net income from TRUST B in convenient installments, preferably monthly, during her lifetime.

b) Upon her death leaving surviving issue, or upon my death if she should predecease me, TRUST B shall be divided into equal and separate shares per stirpes for the benefit of such of her issue as are then living, and the share of each such issue shall be held in a separate Trust and shall be accumulated by the Trustee and distributed to such of such issue who were born prior to my death as each attains the age of thirty years, and to such of such issue who were born after my death as each attains the age of twenty-one years; provided, that the Trustee may in its sole discretion provide for the health, maintenance and education of such issue from the net income and principal of his or her separate Trust. If any one or more of such issue die prior to the date of distribution of his or her separate Trust, the undistributed portion thereof shall be distributed to the issue of Harriet Suzanne Lindsay Shirkey per stirpes or, if all of her issue then be dead, to my issue per stirpes; provided that the share of any beneficiary

for whose primary benefit another trust is then being held hereunder shall be added to and commingled with such other trust and held and distributed as if it had been an original part of such other trust.

c) If Harriet Suzanne Lindsay Shirkey should survive me but die without leaving surviving issue, the undistributed portion of TRUST B shall be distributed to my issue per stirpes; provided that the share of any beneficiary for whose primary benefit another trust is then being held hereunder shall be added to and commingled with such other trust and held and distributed as if it had been an original part of such other trust.

d) If at any time during the term of TRUST B or any of the separate trusts thereunder, it is necessary or advisable to use some portion of the principal of such Trust for the health, maintenance, education, welfare or comfort of any one or more of the primary beneficiary or the contingent beneficiaries of such Trust, the Trustee is hereby authorized in its sole discretion to use so much of the principal of such Trust as in its discretion is necessary or advisable for such purpose.

3. TRUST C is for the primary benefit of my daughter, BEVERLY HOLMES LINDSAY, and shall be administered and distributed as follows:

a) Beverly Holmes Lindsay shall receive all of the net income from TRUST C in convenient installments, preferably monthly, until the times hereinafter set forth.

b) She shall receive all the principal and undistributed income on the date which is her fortieth birthday.

c) If Beverly Holmes Lindsay should survive me but should die leaving surviving issue prior to her fortieth birthday or if she should predecease me leaving issue who survive me, then on her death or on my death if she should predecease me leaving issue who survive me, TRUST C shall be divided into equal and separate shares per stirpes for the benefit of such issue as are then living, and the share of each such issue shall be held in a separate Trust and shall be accumulated by the Trustee and distributed to such of such issue who were born prior to my death as each attains the age of thirty years and to such of such issue who were born after my death as each attains the age of twenty-one years; provided that the Trustee may in its sole discretion provide for the welfare, maintenance and education of such issue from the net income and principal of his or her separate Trust. If any one or more of such issue die prior to the date of distribution of his or her separate Trust, the undistributed portion thereof shall be distributed to the issue of Beverly Holmes Lindsay per stirpes, or if all of her issue then be dead, to my issue per stirpes; provided that the share of any beneficiary for whose primary benefit another trust is then being held hereunder shall be added to and commingled with such other trust and held and administered as if it had been an original part of such other trust.

d) If Beverly Holmes Lindsay should survive me but should die without leaving surviving issue, the undistributed portion of TRUST C shall be distributed to my issue per stirpes; provided that the share of any beneficiary for whose primary benefit another

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trust is then being held hereunder shall be added to and commingled with such other trust and held and distributed as if it had been an original part of such other trust.

e) If at any time during the term of TRUST C or any of the separate trusts thereunder it is necessary or advisable to use some portion of the principal of such Trust for the health, maintenance, education, welfare or comfort of any one or more of the primary beneficiary or the contingent beneficiaries of such Trust, the Trustee is hereby authorized in its sole discretion to use so much of the principal of such Trust as in its discretion is necessary or advisable for such purpose.

4. Even though TRUST A, TRUST B and TRUST C are divided into and constitute separate Trusts, the Trustee may, nevertheless, for the purpose of administration and investment, treat all trust property of the three Trusts or some portion thereof as a whole, with each separate Trust having an undivided beneficial interest therein.

5. As to property located in any state, TRUST A, TRUST B and TRUST C, and each of the separate Trusts thereunder shall in no event continue for a period longer than is permitted under the laws against perpetuities of such state or any other law of such state which may have application to this Will and if it shall be determined that by the terms hereof any such Trust violates any such law, then I direct that at the end of the longest period such Trust shall be permitted to continue under the laws of such state, distribution of all principal and accumulated income in such Trust applicable to such state be then made in equal shares to those persons then entitled to receive the income from such trust irrespective of their attained ages and notwithstanding

anything to the contrary herein provided.

6. Upon the date of the death of the last survivor of me and all of my children and all of their issue, all principal and accumulated income in TRUST A or TRUST B or TRUST C not theretofore distributed shall be distributed to those persons who would have been my heirs at law as if I had died immediately after the death of such last survivor, and such heirs at law shall be determined as provided by the laws of the State of Oklahoma then in force.

ARTICLE VII
Saving Clause

Should any of the provisions of this Will for any reason whatsoever fail or be declared invalid by final judgment or decree in any court of competent jurisdiction, such failure or invalidity shall not defeat or impair any of the remaining provisions herein contained, but this Will shall be construed as if such provision or provisions so failing and so declared were not herein included.

ARTICLE VIII
Appointment of Executors

1. I appoint THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA and BEVERLY HOLMES LINDSAY as Executors of this, my Last Will and Testament. Beverly Holmes Lindsay shall serve as co-Executor without bond. Should Beverly Holmes Lindsay for any reason fail to qualify or cease to act as co-Executor, the vacancy thereby created in the office of co-Executor shall not be filled but the aforesaid corporate Executor shall act as sole Executor.

2. I hereby authorize and empower my Executors, if my Executors should so elect, to continue to operate, solely or in connection with others during the probate administration of my estate, any business or enterprise in which I may be interested at the time of my death, insofar as my Executors deem it practicable or for the best interest of my estate. I also authorize my Executors to sell and contract for sale at either public or private sale, upon such terms and conditions as my Executors shall deem proper, any

property belonging to my estate, real, personal or mixed; to lease for any term or for any purpose, including oil, gas and other mining operations, any property belonging to my estate; to exercise in the sole discretion of my Executors all elections provided by law as to whether to claim items either as income tax deductions or as death tax deductions, and without making any adjustments as between income and principal of any trust or as between any beneficiaries by reason thereof; and otherwise to manage and contract with respect to any property belonging to my estate in the same manner and to the same extent as I could do if living insofar as permitted by law.

IN WITNESS WHEREOF, I have to this, my Last Will and Testament, consisting of eighteen sheets of paper, including the attestation hereof, subscribed my name this 12 day of July, 1974, and, for the purpose of identification, I have also placed my initials on the margin of each page except the page upon which I have subscribed my name.

Harriet A. Lindsay

We, whose names are hereto subscribed, do hereby certify and declare that HARRIET A. LINDSAY, the maker and publisher of the foregoing Will, executed the same in our presence and in the presence of each of us and, at the time, declared to each of us that the same was her Last Will and Testament, and we, thereupon, at her request, in her presence and in the presence of each other, sign our names as witnesses this 12 day of July, 1974.

NAME	PLACE OF RESIDENCE
<u>Frank D. Ballance</u>	<u>Tulsa Oklahoma</u>
<u>Opie Mae Conley</u>	<u>Tulsa, Oklahoma</u>
<u>Karen Christensen</u>	<u>Tulsa, Oklahoma</u>

STATE OF OKLAHOMA
COUNTY OF TULSA

SS:
BEFORE ME, the undersigned authority, on this day personally appeared HARRIET A. LINDSAY, Horace S. Ballaine, Lydia Mae Conley and Karen Christensen, known to me to be the testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me first duly sworn, said HARRIET A. LINDSAY, testator, declared to me and to the said witnesses in my presence that said instrument is her last Will and Testament, and that she had willingly made and executed it as her free and voluntary act and deed for the purposes therein expressed; and the said witnesses, each on his oath stated to me, in the presence and hearing of the said testator, that the said testator had declared to them that said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said testator and at her request and that said testator was at that time eighteen years of age or over and was of sound mind.

I, Don E. Arrick, Court Clerk for Tulsa County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the Court Clerk's Office of Tulsa County, Oklahoma, this

Shelley
Dandy
AUG 22 1986

Harriet A. Lindsay
Testator
Horace S. Ballaine
Witness
Lydia Mae Conley
Witness
Karen Christensen
Witness

SUBSCRIBED and acknowledged before me by the said HARRIET A. LINDSAY, testator, and subscribed and sworn before me by the said Horace S. Ballaine, Lydia Mae Conley and Karen Christensen, witnesses, this 12th day of July, 1974.

Edith L. J. Dinocca
Notary Public

My Commission expires:
JANUARY 24, 1978

Record & Return to:
The First National Bank &
Trust Company of Tulsa
Trust Energy Department
P.O. Box 1
Tulsa, Oklahoma 74193

[S E A L]

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 2 day of Sept, 1986, at 9:00 o'clock A. M. and was duly recorded in the SEP 3 1986 Book No. 219 on Page 119 in my office on the SEP 3 1986 day of SEP 3 1986, 19.....
Witness my hand and seal of office, this the of
By Karegay..... D.C.

Record & Return to:
The First National Bank &
Trust Company of Tulsa
Trust Energy Department
P.O. Box 1
Tulsa, Oklahoma 74193

BOOK 219 PAGE 138

DISTRICT COURT
MADISON, MISSOURI

TRANSFER OF BENEFICIAL INTEREST
NO DOCUMENTARY STAMPS NECESSARY

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY,
STATE OF OKLAHOMA

INDEXED

C8213

IN THE MATTER OF THE ESTATE OF)
HARRIET A. LINDSAY, DECEASED)

No. P-75-854

ORDER APPROVING FINAL ACCOUNT,
FINAL SETTLEMENT, DETERMINATION
OF HEIRS AND DECREERING DISTRIBUTION

NOW on this 20th day of September, 1978, this matter comes on for hearing on the Final Account and Petition for Determination of Heirs and Final Settlement and Distribution filed herein on the 21st day of August, 1978, and the Supplement to and Amendment of said Final Account this day filed. The Executors, The First National Bank and Trust Company of Tulsa and Beverly Holmes Lindsay, appeared by Conner, Winters, Ballaine, Barry & McGowen, their attorneys and the co-Executor, The First National Bank and Trust Company of Tulsa, appeared by W. D. Hofstrom, its Vice President and Trust Officer.

Thereupon the Executors presented proof that notice of this hearing was given as required by order of this Court entered on August 29, 1978, as required by law, and the Court, upon consideration thereof, approved said notice as being in conformity with the order of this Court and the law.

The Executors presented evidence and receipts in support of the Final Account and Supplement thereto and in support of the Petition for Determination of Heirs and for Final Settlement and Distribution, and the Court, having considered said evidence and being otherwise well and fully advised in the premises, finds:

1. That the allegations in said Final Account and the Supplement thereto and the Petition for Determination of Heirs and for Final Settlement and Distribution are true, and all transactions and accounts as shown thereby were legal and proper and should be approved.

2. That Harriet A. Lindsay died testate on the 22nd day of July, 1975, while a resident of Tulsa, Tulsa County, Oklahoma.

W. D. Hofstrom

3. That the Last Will and Testament of Harriet A. Lindsay dated July 12, 1974, was duly admitted to probate in this Court as her Last Will and Testament on the 28th day of August, 1975, and that all assets in the hands of the Executors should be distributed as hereinafter set forth.

4. That the Executors caused notice to creditors to be published as provided by law and the time within which claims might be filed has long since expired, and that all claims against the Estate have been duly and properly paid, with the exception of the claim of Hans van Nes Allen in the amount of \$21,408.58, which was not acted upon by the Executors and was thus rejected. That the subject matter of such claim was in litigation prior to the death of the Decedent and the suit was revived in the name of the Executors. That in the event it is determined that there was any liability against the Decedent in such suit, such liability will be assumed by the residuary beneficiary of the Estate.

5. That the Executors have paid all State, county, school and municipal taxes levied upon the real and personal property of the Estate; and that the Executors have made returns and paid all State and Federal income and estate taxes assessable against the Estate to date, and there have been exhibited to the Court evidence of the payment of all Federal and Oklahoma estate taxes.

6. That the Decedent at the time of her death was survived by Marilyn Lindsay Burgher, Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay, her daughters, who were her sole and only heirs.

7. That the balance of the commissions due the Executors for services rendered by them, as Executors is the sum of \$9,234.

8. That the balance of the fees of the Executors' attorneys, Conner, Winters, Ballaine, Barry & McGowen, is the sum of \$6,500 and that the total fees were reasonable.

9. That the Estate has been fully administered and the assets in the hands of the Executors should be distributed in accordance with the terms of the Last Will and Testament of the Decedent and as hereinafter set forth.

10. That under the terms of the Last Will and Testament of the Decedent, there are established certain testamentary trusts and The First National Bank and Trust Company of Tulsa is named as the Trustee thereof. That the First National Bank and Trust Company of Tulsa has executed and caused to be filed in this cause its written acceptance of the trusts thereby created.

11. That by the terms of paragraph 1 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed the sum of \$40,000 unto her daughter, Marilyn Lindsay Burgher, which sum has been paid.

12. That by the terms of paragraph 2 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed the sum of \$40,000 and the items of personal property described therein unto her daughter, Harriet Suzanne Lindsay Shirkey, which sum has been paid and which personal property has been delivered to Harriet Suzanne Lindsay Shirkey.

13. That by the terms of paragraph 3 of ARTICLE II of her Last Will and Testament the Decedent gave and bequeathed the sum of \$40,000, the broodmare Linda Jay and her foals and the items of personal property described therein unto her daughter, Beverly Holmes Lindsay, which sum has been paid and which personal property has been delivered to Beverly Holmes Lindsay; that during the administration of the Estate all of the foals of Linda Jay have been sold; that part of the proceeds of these sales have been distributed to Beverly Holmes Lindsay but there remains \$25,082.70 due her, together with interest from July 1, 1978;

14. That by the terms of paragraph 4 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed the sum of \$1,000 and the items of personal property described therein unto her granddaughter, Brenniss Burgher Kirkland, which sum has been paid and which personal property has been delivered to Brenniss Burgher Kirkland.

15. That by the terms of paragraph 5 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed the sum of \$1,000 and the items of personal property described therein unto her granddaughter, Harriet Malissa Shirkey; that the items of personal property have been delivered to Harriet Malissa Shirkey; and that the Executors should be authorized to pay such sum to her mother, Harriet Suzanne Lindsay Shirkey, for the benefit of Harriet Malissa Shirkey pursuant to 58 O.S. 1971, Section 898.1.

16. That by the terms of paragraph 6 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed the sum of \$1,000 and the items of personal property described therein unto her granddaughter, Lindsay Vanessa Shirkey, which sum has been paid and which personal property has been delivered to Lindsay Vanessa Shirkey.

17. That by the terms of paragraph 7 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed all her household furniture, furnishings, ornaments, books, pictures, consumable stores and all other articles of a household nature (except those items specifically bequeathed in paragraphs 2 through 6 of ARTICLE II), all personal wearing apparel and jewelry (except those items specifically bequeathed in paragraphs 2 through 6 of ARTICLE II) and all other articles of personal use, including automobiles and accessories, unto Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay, all of which personal property has been delivered to Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay.

18. That by the terms of paragraph 8 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed unto her grandson, John Henry Burgher, Jr. the sum of \$1,000, which sum has been paid.

19. That by the terms of paragraph 9 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed the sum of \$1,000 unto her grandson, Forrest Lindsay Shirkey, and the

Executors should be authorized to pay such sum to his mother, Harriet Suzanne Lindsay Shirkey, for the benefit of Forrest Lindsay Shirkey pursuant to 58 O.S. 1971, Section 898.1

20. That by the terms of paragraph 10 of ARTICLE II of her Last Will and Testament, the Decedent gave and bequeathed the sum of \$1,000 unto any other children born to any of her daughters after the date of such Will, but there were no such children born to any of her daughters.

21. That by the terms of ARTICLE II of her Last Will and Testament, the Decedent gave, devised and bequeathed the rest, residue and remainder of her estate unto The First National Bank and Trust Company of Tulsa, as Trustee upon the terms and conditions and for the benefit and purposes of the Trusts as defined in ARTICLES IV and V thereof.

22. That under date of March 10, 1976, John H. Burgher, Marilyn Burgher, Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay entered into an Agreement under which the terms of which it was agreed that the following described real estate:

That part of Unit designated No. 7 described as follows: The West part of Unit Seven (7), GUIER WOODS, an Addition to the City of Tulsa, Tulsa County, Oklahoma, as designated by, "CORRECTION DECLARATION CREATING AND ESTABLISHING UNIT OF OWNERSHIP ESTATES AS PROVIDED IN UNIT OWNERSHIP ESTATES ACT 60, Okla. Stat. SS 501-530 (1963 Sup.)" as recorded in Book 4004, Page 1945, records of Tulsa County, Oklahoma; more specifically described as follows: Unit 7 less the east 60.0' thereof; and an undivided 1/52nd interest in and to the common elements appertaining thereto, in GUIER WOODS, a condominium, according to the Declaration creating and establishing Unit Ownership Estates, for GUIER WOODS, a condominium, and building plans and plat therefore, recorded in Book 4004, at Page 1945, inclusive, in the office of the County Clerk of Tulsa County, Oklahoma, and any amendments thereto.

is to be placed in TRUST C created by the Last Will and Testament of the Decedent for the primary benefit of Beverly Holmes Lindsay and that \$135,000 is to be placed in each TRUST A for the primary benefit of Marilyn Lindsay Burgher and TRUST B for the primary benefit of Harriet Suzanne Lindsay Shirkey.

23. That the Executors have fully and faithfully accounted for all property of the Decedent, including any increase thereto, coming into their hands and their acts and proceedings in the administration of the Estate of the Decedent should be approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court:

1. That the Final Account and Supplement thereto filed herein by the Executors be and the same are hereby finally approved, settled, allowed and confirmed by the Court, and that all acts and proceedings of the Executors in the administration of the Estate be and the same are hereby fully and finally approved, ratified and confirmed by the Court.

2. That Marilyn Lindsay Burgher, Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay, her daughters, were the sole and only heirs at law of Harriet A. Lindsay, deceased.

3. That the Executors pay Conner, Winters, Ballaine, Barry & McGowen the sum of \$6,500 as the balance of their attorneys' fees.

4. That the Executors pay themselves the sum of \$9,234 as the balance of their commissions as Executors.

5. That the distribution and payment of the sum of \$40,000 unto Marilyn Lindsay Burgher be and the same are hereby approved, ratified and confirmed as being in accordance with the Last Will and Testament of Harriet A. Lindsay, deceased.

6. That the distribution and payment of the sum of \$40,000 and the distribution and delivery of the items of personal property described in paragraph 2 of ARTICLE II of the Last Will and Testament of Harriet A. Lindsay, deceased, unto Harriet Suzanne Lindsay Shirkey be and the same are hereby approved, ratified and confirmed as being in accordance with said Will.

7. That the distribution and payment of the sum of \$40,000 and the distribution and delivery of the items of personal property (other than the broadmare Linda Jay and her foals) described in paragraph 3 of ARTICLE II of the Last Will and Testament of

Harriet A. Lindsay, deceased, unto Beverly Holmes Lindsay be and the same are hereby approved, ratified and confirmed as being in accordance with said Will. That the broadmare Linda Jay be and the same hereby is distributed, transferred, vested and conveyed unto Beverly Holmes Lindsay. That the sum of \$25,082.70 together with interest from July 1, 1978, at the rate of 5.85% be paid to Beverly Holmes Lindsay, as the balance of the proceeds due her from the sales of the foals of Linda Jay less expenses.

8. That the distribution and payment of the sum of \$1,000 and the distribution and delivery of the items of personal property described in paragraph 4 of ARTICLE II of the Last Will and Testament of Harriet A. Lindsay, deceased, unto Brenness Burgher Kirkland be and the same are hereby approved, ratified and confirmed as being in accordance with said Will.

9. That the distribution and delivery of the items of personal property described in paragraph 5 of ARTICLE II of the Last Will and Testament of Harriet A. Lindsay, deceased, unto Harriet Malissa Shirkey be and the same are hereby approved, ratified and confirmed as being in accordance with said Will. That pursuant to the terms of paragraph 5 of ARTICLE II of the Last Will and Testament of Harriet A. Lindsay, deceased, and the provisions of 58 O.S. 1971, Section 898.1, the sum of \$1,000 be and the same is hereby distributed and ordered paid unto Harriet Suzanne Lindsay Shirkey for the benefit of Harriet Malissa Shirkey, with such sum and all increase thereto to be turned over to such minor upon her attaining the age of majority.

10. That the distribution and payment of the sum or \$1,000 and the distribution and delivery of the items of personal property described in paragraph 6 of ARTICLE II of the Last Will and Testament of Harriet A. Lindsay, deceased, unto Lindsay Vanessa Shirkey be and the same are hereby approved, ratified and confirmed as being in accordance with said Will.

11. That the distribution and delivery unto Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay of all of Decedent's household furniture, furnishings, ornaments, books, pictures, consumable stores and all other articles of a household nature (except those items specifically bequeathed in paragraphs 2 through 6 of ARTICLE II), all personal wearing apparel and jewelry (except those items specifically bequeathed in paragraphs 2 through 6 of ARTICLE II) and all other articles of personal use, including automobiles and accessories, be and the same are hereby approved, ratified and confirmed as being in accordance with the Last Will and Testament of Harriet A. Lindsay, deceased.

12. That the distribution and payment of the sum of \$1,000 unto John Henry Burgher be and the same are hereby approved, ratified and confirmed as being in accordance with the Last Will and Testament of Harriet A. Lindsay, deceased.

13. That pursuant to the terms of paragraph 9 of ARTICLE II of the Last Will and Testament of Harriet A. Lindsay, deceased, and the provisions of 58 O.S. 1971, Section 898.1, the sum of \$1,000 be and the same is hereby distributed and ordered paid unto Harriet Suzanne Lindsay Shirkey for the benefit of Forrest Lindsay Shirkey, with such sum and all increase thereto to be turned over to such minor upon his attaining the age of majority.

14. That pursuant to the Agreement entered into by John H. Burgher, Marilyn Burgher, Harriet Suzanne Lindsay Shirkey and Beverly Holmes Lindsay under date of March 10, 1976, the following described real estate be and the same is hereby distributed, transferred, vested and conveyed unto THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, as Trustee of TRUST C created by the Last Will and Testament of Harriet A. Lindsay, deceased:

That part of Unit designated No. 7 described as follows: The West part of Unit Seven (7), GUIER WOODS, an Addition to the City of Tulsa, Tulsa County, Oklahoma, as designated by, "CORRECTION DECLARATION CREATING AND ESTABLISHING UNIT OF OWNERSHIP ESTATES AS PROVIDED IN UNIT OWNERSHIP ESTATES ACT 60, Okla. Stat. SS 501-530 (1963 Sup.)" as recorded in Book 4004, Page 1945, records of Tulsa County, Oklahoma; more specifically described as follows: Unit 7 less the east 60.0' there-

of; and an undivided 1/52nd interest in and to the common elements appertaining thereto, in GUIER WOODS, a condominium, according to the Declaration creating and establishing Unit Ownership Estates, for GUIER WOODS, a condominium, and building plans and plat therefore, recorded in Book 4004, at Page 1945, inclusive, in the office of the County Clerk of Tulsa County, Oklahoma, and any amendments thereto.

and that sum of \$135,000 be and the same is hereby distributed and ordered paid unto THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, as Trustee of TRUST A created by the Last Will and Testament of Harriet A. Lindsay, deceased, and unto THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, as Trustee of TRUST B created by the Last Will and Testament of Harriet A. Lindsay, deceased.

15. That pursuant to ARTICLES II and IV of the Last Will and Testament of Harriet A. Lindsay, deceased, all the rest, residue and remainder of the property and assets of the Estate, including:

An undivided one-half interest in and to all that part of S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and all that part of N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 25 North, Range 25 East of the Indian Base and Meridian, Seneca Survey, Delaware County, Oklahoma, more particularly described as follows: Beginning at a point in the East boundary of said S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ 496.6 feet South of the Northeast corner thereof, thence S 54° 53' W 326 feet, thence S 40° 56' W 262.8 feet, thence S 55° 38' E 304.6 feet, thence N 62° 21' E 56.8 feet, thence S 41° 35' W 55.2 feet, thence S 52° 34' E 215.9 feet to a point in the East boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ 129.7 feet North of the Southeast corner thereof, thence Northerly along the East boundary of said N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and said S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 704.3 feet to point of beginning, containing 3.8 acres, more or less

An undivided one-half interest in and to NE $\frac{1}{4}$ of Section 21, Township 19 North, Range 16 East, Wagoner County, Oklahoma

An undivided one-half interest in and to Lot 3 in Block 3, Indian Meadows, an Addition in Tulsa County, Oklahoma, according to the recorded plat thereof

An undivided .114105 interest in and to oil and gas lease from William McKinley Crosswhite et ux, as lessors, dated July 27, 1956, recorded in Book 156 at page 363, covering N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8, Township 19 North, Range 5 West, Kingfisher County, Oklahoma

An undivided .118125 of 3/4 interest in and to the following oil and gas leases covering the following described land in Section 29, Township 10 North, Range 8 East, Seminole County, Oklahoma:

- a) Lease from Margaret K. Replogle et al., as lessors, dated October 28, 1965, recorded in Book 1086 at page 418, covering Lot 5 and the North 5 acres of the Northeast 10 acres of Lot 8 and the Northwest 13.6 acres of Lot 8;

b) Lease from Thos. J. Horsley et al., as lessors, dated October 28, 1965, recorded in Book 1086 at page 412, covering the South 23.60 acres of Lot 8;

c) Lease from Opal Casey Bishop et al., as lessors, dated April 16, 1966, recorded in Book 1086 at page 414, covering the South 23.60 acres of Lot 8; and

d) Lease from The Home-Stake Oil and Gas Company, as lessor, dated December 7, 1965, recorded in Book 1086 at page 416 covering the South 5 acres of the Northeast 10 acres of Lot 8

An undivided .177187 in and to oil and gas lease or leases covering SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 10 North, Range 8 East, Seminole County, Oklahoma

An undivided .1128375 interest in and to a 1/32 of 7/8 overriding royalty interest in leases covering S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 1, Township 5 North, Range 9 East, Hughes County, Oklahoma

An undivided .1128375 interest in and to a 1/32 of 7/8 overriding royalty interest in leases covering Lots 3 and 4 and N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 1, Township 5 North, Range 9 East, Hughes County, Oklahoma

An undivided 1/2 interest in and to a 1/32 of 7/8 overriding royalty interest in lease or leases covering Lot 1 and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4 and Lots 3 and 4 and NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, all in Township 4 North, Range 5 West, Grady County, Oklahoma

An undivided 1/512 interest in and to the oil, gas and other minerals in and under Section 1, Township 5 North, Range 7 East, Cimarron County, Oklahoma

An undivided 1/32 interest in and to the oil, gas and other minerals in and under SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 5 North, Range 8 East, Cimarron County, Oklahoma

An undivided 1/192 interest in and to the oil, gas and other minerals in and under SE $\frac{1}{4}$ of Section 27, Township 10 North, Range 3 West, Cleveland County, Oklahoma

An undivided 4.109375 mineral-acre interest in and to the oil, gas and other minerals in and under W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31, Township 15 North, Range 7 East, Creek County, Oklahoma

An undivided 1/16 interest in and to the oil, gas and other minerals in and under SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29, Township 14 North, Range 7 East, Creek County, Oklahoma

An undivided 71/1600 interest in and to the oil, gas and other minerals in and under NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 15 North, Range 7 East, Creek County, Oklahoma

An undivided 131/1920 interest in and to the oil, gas and other minerals in and under SE $\frac{1}{4}$ of Section 36, Township 21 North, Range 3 West, Garfield County, Oklahoma

An undivided 17/640 interest in and to the oil, gas and other minerals in and under NW $\frac{1}{4}$ of Section 12, Township 17 North, Range 2 West, Logan County, Oklahoma

An undivided 6.5/100 interest in and to the oil, gas and other minerals in and under S $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 8 North, Range 3 West, McClain County, Oklahoma

An undivided 4.05/30 interest in and to the oil, gas and other minerals in and under W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 8 North, Range 3 West, McClain County, Oklahoma

An undivided 10.825/200 interest in and to the oil, gas and other minerals in and under NW $\frac{1}{4}$ and W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29, Township 8 North, Range 3 West, McClain County, Oklahoma

An undivided 8.56/150 interest in and to the oil, gas and other minerals in and under E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 20 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, all in Township 8 North, Range 3 West, McClain County, Oklahoma

An undivided 1/144 interest in and to the oil, gas and other minerals in and under W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, all in Township 7 North, Range 3 West, McClain County, Oklahoma.

An undivided 3.425 mineral-acre interest in and to the oil, gas and other minerals in and under NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and a piece of land in the Northeast corner of S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows: Beginning at the Northeast corner, thence 1019 $\frac{1}{2}$ feet along the North line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ to center of Walnut Creek; thence in a Southeasterly direction along the center of the bed of Walnut Creek about 1197 feet to a point where said Walnut Creek crosses the East line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ 575 $\frac{1}{2}$ feet South of the Northeast corner thereof, thence North 575 $\frac{1}{2}$ feet to the place of beginning, all in Section 16, Township 7 North, Range 3 West, McClain County, Oklahoma, containing 37.2 acres, more or less

An undivided 21.21875 mineral-acre interest in and to the oil, gas and other minerals in and under NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 8 North, Range 3 West, McClain County, Oklahoma

An undivided 1/156 interest in and to the oil, gas and other minerals in and under SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29 and N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 32, all in Township 8 North, Range 3 West, McClain County, Oklahoma

An undivided 1.5/70 interest in and to the oil, gas and other minerals in and under NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9 and N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, all in Township 1 South, Range 2 East, Murray County, Oklahoma

An undivided 1/320 interest in and to the oil, gas and other minerals in and under Lots 3 and 4 and E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 31, Township 21 North, Range 2 West, Noble County, Oklahoma, containing 160 acres, more or less

An undivided .00059105 interest in and to the oil, gas and other minerals in and under NW $\frac{1}{4}$ of Section 31, Township 21 North, Range 2 West, Noble County, Oklahoma

An undivided 5/48 interest in and to the oil, gas and other minerals in and under NE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 13 North, Range 8 East, Okfuskee County, Oklahoma

An undivided 5/149.65 interest in and to the oil, gas and other minerals in and under Lots 1 and 2, and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31, Township 14 North, Range 1 East, Oklahoma County, Oklahoma, containing 149.65 acres, more or less

An undivided 1/16 interest, non-participating as to bonuses and delay rentals, in and to the oil, gas and other minerals in and under SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31, Township 19 North, Range 4 East, Payne County, Oklahoma

An undivided 1/24 interest in and to the oil, gas and other minerals in and under NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma

An undivided 7/272 interest in and to the oil, gas and other minerals in and under S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 10 North, Range 3 East, Pottawatomie County, Oklahoma, except 2 acres out of the Southeast corner thereof described as follows: Beginning at the Southeast corner, thence North 140 yards, thence West 70 yards, thence South 140 yards, thence East to the place of beginning; and except 7 acres off the South side of NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows: Beginning at the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence North 231 feet, thence West 1320 feet, thence South 231 feet, thence East to the place of beginning.

An undivided 7/800 interest in and to the oil, gas and other minerals in and under N $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 10 North, Range 3 East, Pottawatomie County, Oklahoma

An undivided 1.8875/159.76 interest in and to the oil, gas and other minerals in and under NW $\frac{1}{4}$ of Section 5, Township 7 North, Range 4 East, Pottawatomie County, Oklahoma, containing 159.76 acres, more or less

An undivided 1.65/80 interest in and to the oil, gas and other minerals in and under E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 32, Township 7 North, Range 5 East, Pottawatomie County, Oklahoma

An undivided 227/6720 interest in and to the oil, gas and other minerals in and under W $\frac{1}{2}$ NE $\frac{1}{4}$, except NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, of Section 22, Township 11 North, Range 8 East, Seminole County, Oklahoma

An undivided 1.5/80 interest in and to the oil, gas and other minerals in and under S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 11 North, Range 8 East, Seminole County, Oklahoma

An undivided 1/64 interest in and to the oil, gas and other minerals in and under W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3, Township 6 North, Range 5 East, Seminole County, Oklahoma

12 shares Afton Cooperative Association capital stock

100 shares Prudential Federal Savings and Loan Association capital stock

Promissory note dated October 31, 1974, given by B. P. and Linda Fay Loughridge to Harriet A. Lindsay, in the original principal amount of \$170,000, providing for 59 level monthly payments of \$1,422 on the last day of each month commencing November 30, 1974, plus final payment on October 31, 1979, for balance due, including interest at 8 percent per annum on unpaid balance, which note is secured by Real Estate Mortgage dated October 31, 1974, from B. P. and Linda Fay Loughridge to Harriet A. Lindsay covering Lot 7, Block 5, Woody Crest Addition to the City of Tulsa, Tulsa County, Oklahoma, and recorded in Book 4143, Pages 679-682 of the records of Tulsa County, Oklahoma

One old Ferguson tractor, brush hog, disc harrow and 200-gallon sprayer

Cash

together with all other property wherever situate belonging to the Decedent, whether or not described in this administration or omitted therefrom, or which may be hereafter discovered, he and the same are hereby distributed, transferred, vested, assigned and conveyed unto THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, as Trustee of TRUST C, TRUST D and TRUST E created by the Last Will and Testament of Harriet A. Lindsay, deceased, to be held, administered and distributed as therein provided.

16. Upon showing that all things ordered herein have been done, the Executors shall be discharged.

WITNESS, M. M. McDougal, Judge of the District Court of Tulsa County, State of Oklahoma.

M. M. McDougal
Judge

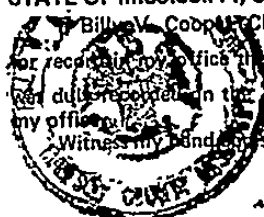
Record & Return to:
The First National Bank &
Trust Company of Tulsa
Trust Energy Department
P.O. Box 1
Tulsa, Oklahoma 74193

Don E. Austin, Court Clerk for Tulsa County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the Court Clerk's Office of Tulsa County, Oklahoma, this
AUG 22 1986
Don E. Austin

- 13 -

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 Sept 1986, at 7:00 o'clock P.M., and returned to the office of the testator on the 3 day of SEP 3 1986, 1986, Book No. 219 on Page 138 in my office on SEP 3 1986



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

By *K. Gregory* D.C.

INDEXED

CS221

BOOK 219 PAGE 151

-WARRANTY DEED-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 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, L.D. Holley, d/h/a/ Holley Construction Co. of P. O. Box 12326, Jackson, Miss 39236 do hereby sell, convey and warrant unto Mark A. Occhipinti and wife, Debra R. Occhipinti of 195 Traceland Drive, Madison, MS 39110, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 7, Traceland Village Subdivision, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, at Slide 77, reference to which is hereby made.

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

IT IS AGREED and understood that the taxes for the current year have been prorated 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 Grantees or their assigns any amount which is a deficit on an actual proration and likewise, the Grantees agree to pay to the Grantors any amount overpaid by them.

WITNESS THE SIGNATURES of the Grantors, this the 21st day of August, 1986.

L.D. Holley, d/h/a/ Holley
L.D. Holley, d/h/a/ Holley

Construction Co.
Construction Co.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named L.D. Holley, d/b/a/ Holley and Construction Co. who acknowledged that they 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, on this the 21st day of August, 1986.

My Commission Expires:

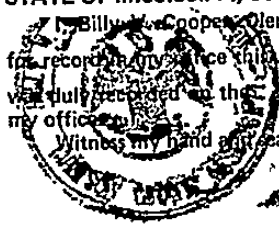
7/19/90

John D. Ainsworth
Notary Public, John D. Ainsworth



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 SEP 3 1986, at 9:00 o'clock A. M., and was duly recorded on the 3 day of SEP 3 1986, Book No. 219 on Page 151 in my office.



Witness my hand and seal of office, this the 3 day of SEP 3 1986.

BILLY V. COOPER, Clerk

By K Gregory D.C.

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the Sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned HAROLD G. VOELKEL, JR. and JULIA SUZANNE VOELKEL do hereby sell, convey and warrant unto RODGER D. HOLEMAN and wife, SHIRLEY T. HOLEMAN, as joint tenants with full rights of survivorship and not as tenants in common, whose address is 935 B Banbury, Ridgeland, Mississippi 39157, the following described land and property located in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

A part and parcel of Lot 166, Village Square Subdivision, Part 1, according to the map or plat on file in the records of lands and deeds at the Chancery Clerk's office of Madison County, Mississippi in Plat Slide B-38 and being more particularly described as follows, to-wit:

Commencing at the SW Corner of Lot 166 of the aforesaid Village Square Subdivision; thence run North 01°42' East along the West line of said Lot 166 for a distance of 42.04 feet to the Point of Beginning; thence run North 01°42' East for a distance of 57.96 feet to the NW Corner of said Lot 166; thence run South 88°18' East along the North line of said Lot 166 for a distance of 50.00 feet; thence run along a curve to the right (chord bearing and distance of South 43°18' East, 35.36 feet) to a point on the East line of said Lot 166, thence run along said East line South 01°42' West for a distance of 32.79 feet; thence run North 88°26' West along the party wall of a duplex and its extensions each way for a distance of 75.00 feet to the Point of Beginning.

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

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

WITNESS THE SIGNATURES OF THE GRANTORS this the 27th day of August, 1986.

Grantors' Address:
P. O. Box 4755
Jackson, MS 39216

Harold G. Voelkel, Jr.
Harold G. Voelkel, Jr.
Julia Suzanne Voelkel
Julia Suzanne Voelkel

STATE OF MISSISSIPPI
COUNTY OF HINDS

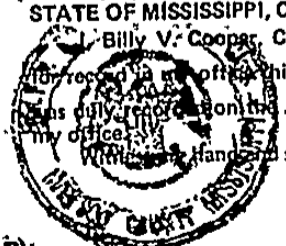
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Harold G. Voelkel, Jr. and Julia Suzanne Voelkel, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing as their act and deed.

GIVEN under my hand and official seal this the 27th day of August, 1986.

Martha Wilson Clark
Notary Public

My commission expires: 5/19/90

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2 day of September, 1986, at 9:00 o'clock a.m., and was duly recorded on the 3 day of SEP 3 1986, 1986, Book No. 219 on Page 153 in my office. Witness my hand and seal of office, this the 3 day of SEP 3 1986, 1986.

BILLY V. COOPER, Clerk

By *K. Cooper* D.C.

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Jay N. TUCKER, (GRANTOR), whose address is 10014 Rodney Parham Road, Little Rock, Arkansas, 72207, does hereby convey and warrant unto Centre' Park East Limited Partnership, an Arkansas Limited Partnership, whose address is 10014 Rodney Parham Road, Little Rock, Arkansas 72207, (GRANTEE) the following described land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Being situated in Block 34 of Highland Colony Subdivision, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Lot 3 of the said Block 34 of Highland Colony Subdivision and run thence South 89 degrees 32 minutes 45 seconds East for a distance of 461.48 feet to an Iron Pin; thence South 1 degree 07 minutes 34 seconds West for a distance of 655.30 feet to an Iron Pin; thence North 89 degrees 56 minutes 31 seconds East for a distance of 198.47 feet along the Northerly right of way line of County Line Road to an Iron Pin; thence North 1 degree 04 minutes 50 seconds East for a distance of 10.0 feet along the said right of way line to an Iron Pin; thence North 89 degrees 53 minutes 44 seconds East for a distance of 51.10 feet along the said right of way line to an Iron Pin which marks the intersection of the said Northerly right of way line of County Line Road and the Easterly right of way line of Centre Street; thence North 1 degree 07 minutes 34 seconds East for a distance of 220.05 feet along the said Easterly right of way line of Centre Street to an Iron Pin which marks the POINT OF BEGINNING for the parcel herein described; thence North 89 degrees 53 minutes 44 seconds East for a distance of 312.26 feet to an Iron Pin; thence North 32 degrees 12 minutes 08 seconds West for a distance of 135.72 feet to an Iron Pin; thence South 89 degrees 53 minutes 44 seconds West for a distance of 237.68 feet to an Iron Pin which marks the said Easterly right of way line of Centre Street and also marks the Northwest corner of the parcel herein described; thence South 1 degree 07 minutes 34 seconds West for a distance of 115.0 feet along the said Easterly right of way line of Centre Street to the POINT OF BEGINNING, containing 0.7258 acres (31,614.4 square feet) more or less.

The above-described land and Grantor's warranty are subject to the following exceptions:

1. Ad valorem taxes for the year 1986 of the Town of Ridgeland and the County of Madison, Mississippi.

2. Any oil, gas and other minerals heretofore reserved or conveyed, provided, Grantor hereby conveys all oil, gas and other minerals owned in, on and under the above-described property.

3. Zoning ordinances of the City of Ridgeland and Madison County, Mississippi.

4. Right-of-way to Mississippi Power and Light Company, of record in Book 200 at Page 24 in the records of the Chancery Clerk of Madison County, Mississippi, along the east end of conveyed property, and any part of subject property contained in Purple Creek limits or floodway limits, both as shown on aforesaid survey.

5. Restrictive covenants recorded at Book 207, Page 09, of the land records of Madison County, Mississippi.

6. An eight inch (8") sanitary sewer line and a ten (10) foot utility and drainage easement along the west side of the conveyed property, and a power pole, guy wire, and ditch bank on the east end of the conveyed property, and brick trash bins on south side of subject property, as shown on the survey of Robert B. Barnes, dated April 26, 1985.

WITNESS MY SIGNATURE as of this the 28th day of August, 1986.

Jay N. Tucker
JAY N. TUCKER

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JAY N. TUCKER, who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 28th day of August, 1986.

Lorraine A. Kinnel (Jackson)
Notary Public

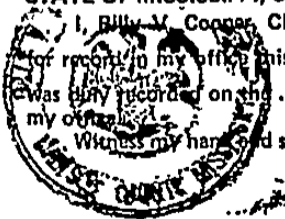
My Commission Expires:

9-10-88

[AFFIX NOTARIAL SEAL]



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 Sept. 1986, at 9:00 o'clock P.M., and was duly recorded on the SEP 3 1986 day of SEP 3 1986, Book No. 219 on Page 154. in my office.
Witness my hand and seal of office, this the SEP 3 1986, 19.....
BILLY V. COOPER, Clerk
By *K. Gregory* D.C.



INDEXED
CB235

CONSENT AND LICENSE AGREEMENT

This agreement made this day by and between Mississippi Power & Light Co., a corporation, herein called "Company" and Harkins Builder, Inc., herein called "Licensee,"

W I T N E S S E I H

1. The Company is the owner of certain land and/or easements in Madison County, Mississippi, as follows: The Company's 100' wide transmission line right-of-way located in Section 21, Township 7 North, Range 2 East.
2. The Company owns and maintains on said land and/or easements electric facilities energized at 115,000 volts and Licensee recognizes that contact with or close proximity to said electric facilities is dangerous to persons and property and could cause injury or death to persons.
3. The Licensee desires to install on, along, across, and/or under said land and/or easements the following described facilities: A paved roadway and cul-de-sac to serve Licensee's proposed Trace Cove Subdivision all as shown on a map or plat, marked Exhibit "A," attached hereto and made a part hereof.
4. The Company hereby gives its consent to the installation of said facilities by the Licensee, strictly as shown on Exhibit "A," and grants to the Licensee a license to keep and maintain its said facilities on the Company's said land and/or easements, subject to the following conditions, which constitute the consideration for this grant and consent.
 - (A) The Licensee's engineer shall provide the proper supervision and inspection to assure that the project is constructed in accordance with the contract drawings and specifications and all the requirements of this agreement.

- (B) Licensee agrees that it will not do anything to reduce the ground clearance under any of the Company's elevated electrical facilities, except as specifically shown on the exhibit(s) to this agreement.
- (C) Licensee agrees not to conduct or cause to be conducted on said land and/or easements any activities which would bring any persons, objects or equipment within 15 feet of the Company's electrical conductors.
- (D) The Company shall not be liable for any damage to Licensee's facilities caused by the Company's operation.
- (E) Licensee agrees to defend and indemnify the Company and its officers and employees against any and all costs, claims and liability for death, injury and damage of all kinds arising out of the exercise of Licensee's rights under this agreement, whether or not alleged to be caused or contributed to by negligence of the Company.
- (F) Licensee recognizes that Company does not favor encroachments upon its lands and/or easements, and the consent hereby granted is to accommodate Licensee's special needs and, therefore, Licensee agrees not to modify or in any way enlarge Licensee's structures or activities as above described.
- (G) It is not anticipated that any adjustment of the Company's facilities will be required. Should any adjustments be deemed necessary, the Licensee will give the Company as much notice as possible, and the Company will cooperate toward the performance of such adjustments as may be mutually agreed upon, provided that the Licensee agrees to reimburse to the Company the cost of making such adjustments, including the Company's standard overheads.

- (H) Licensee agrees to require its contractors performing said work to take out and keep in effect for as long as work activities continue a policy of Owners Protective Liability Insurance in minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence covering bodily injury and death and \$250,000 covering property damage, naming Mississippi Power & Light Company an additional named insured thereunder.
 - (I) Licensee agrees to seed backfilled or graded areas to re-establish vegetation and prevent erosion.
 - (J) The Licensee agrees to instruct engineering and contractor personnel to immediately report any damage to Company facilities.
 - (K) Licensee agrees that it will not permit placement of any structures or any other activities on Company easements which would interfere with Company easement rights or otherwise violate the applicable provisions of Company Right of Way Instruments which are on file in the land records in the office of Chancery Clerk of Madison County, Mississippi.
 - (L) In each conveyance of subdivision lots and in its dedication of streets to the City, where said subdivision lots and streets are affected by Company easements, the Licensee agrees to include specific reference to said Company easements and this Consent and License Agreement, making such conveyance subject thereto.
5. To partially reimburse the Company for its legal, engineering and administrative expense in connection with this consent, the Licensee has paid to the Company contemporaneously herewith the sum of \$100.00. Said sum is not a consideration and is not refundable.

6. The Licensee will use the utmost care to avoid damage to the Company's facilities on said land and/or easements, and will reimburse the Company for any such damage, including erosion, caused by the Licensee's use of said premises or exercise of rights hereunder by the Licensee.

7. The Licensee agrees to warn all persons on said premises claiming under Licensee of the dangers described in paragraph 2.

8. The rights granted hereunder are not greater than the rights possessed by the Company in said land and/or easements.

9. The obligations of the Licensee in this agreement shall be binding on the Licensee and all successors and assigns for so long as said encroachment, or any part thereof identified in paragraph 3 above remains on Company's land and/or easements.

10. The Company maintains the right to locate, relocate, place, and replace electrical facilities as the need may arise on its land and/or easements.

WITNESS the signatures of the Company and the Licensee this the 19 day of AUGUST, 1986.

MISSISSIPPI POWER & LIGHT COMPANY

BY: [Signature]
Vice President & Chief Engineer

HARKINS BUILDER, INC.
LICENSEE

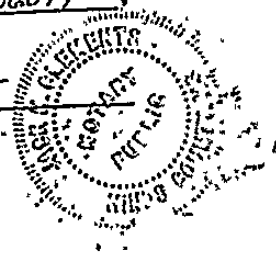
BY: X [Signature]
TITLE: PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the foregoing jurisdiction, F. F. Gallaher, Jr., who acknowledged to me that he is Vice President & Chief Engineer of Mississippi Power & Light Co., a corporation, and that he executed and delivered the foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation, being duly authorized so to do.

Given under my hand and seal of office this the 25TH day of August 1986.

John H. Cloninger
Notary Public



My Commission Expires:

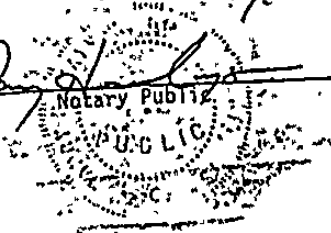
My Commission Expires August 28, 1989

STATE OF MISSISSIPPI
COUNTY OF Hinds

This day personally appeared before me, the undersigned authority in and for the foregoing instrument, A. H. Heakins, who acknowledged to me that he is President of A. H. Heakins, Builder Mississippi, and that he executed and delivered the foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation.

Given under my hand and seal of office this the 23^d day of July 1986.

Raymond L. ...
Notary Public



My Commission Expires:

My Commission Expires Oct. 25, 1988

GENERAL LOCATION:
SEC. 21, T7N, R2E
MADISON, CO., MISS

NOTE: ROAD WILL NOT BE EXTENDED
IN THE FUTURE - FUTURE GROWTH
OF SUBDIVISION WILL BE TO THE
NORTH FROM A ROAD TO THE EAST
OF THIS LOCATION.

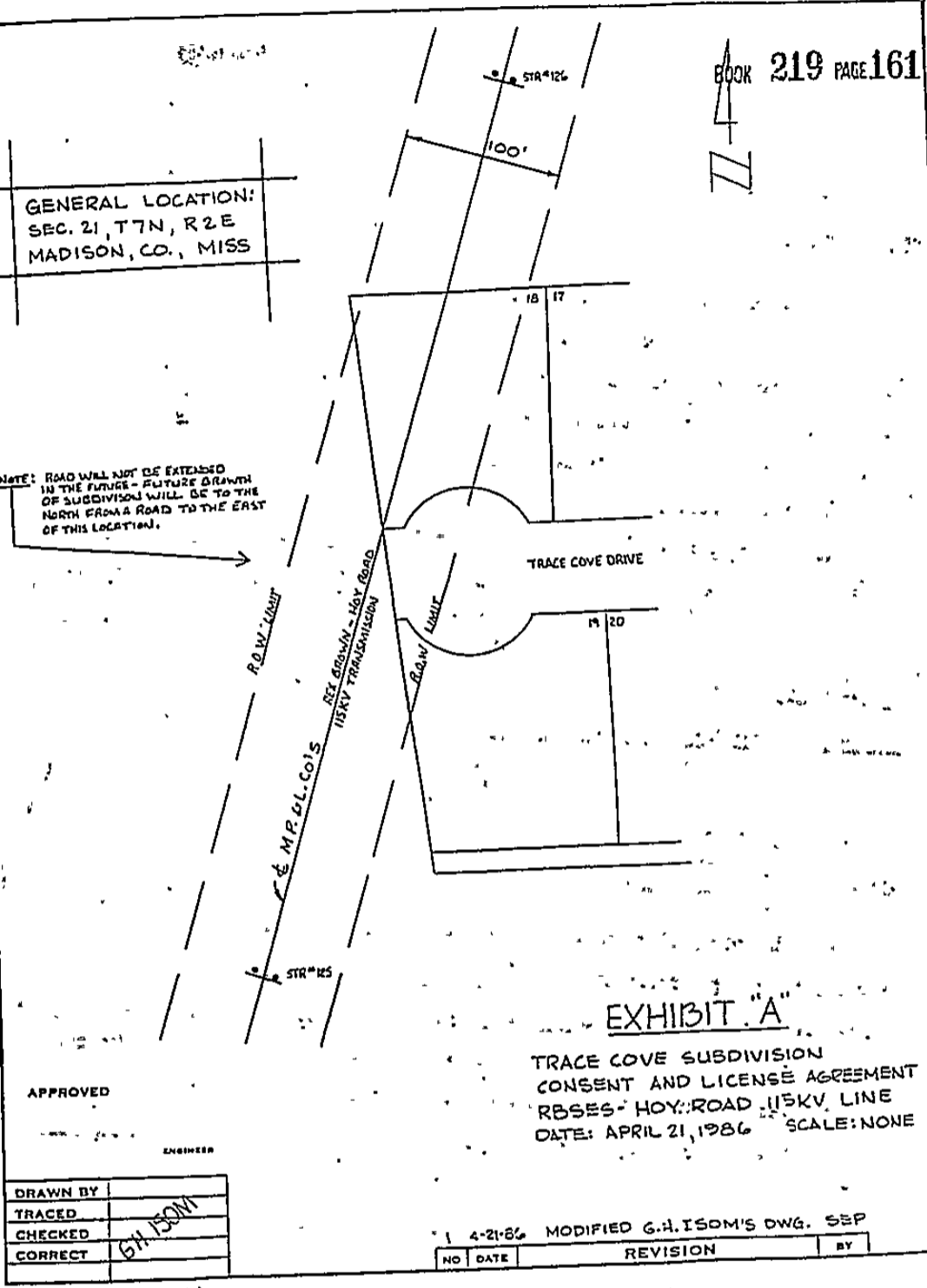


EXHIBIT "A"

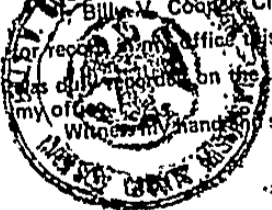
TRACE COVE SUBDIVISION
CONSENT AND LICENSE AGREEMENT
RBSSES - HOY ROAD 115KV. LINE
DATE: APRIL 21, 1986 SCALE: NONE

APPROVED
ENGINEER

DRAWN BY	
TRACED	
CHECKED	
CORRECT	G.H. ISOM

4-21-86 MODIFIED G.H. ISOM'S DWG. SEP		
NO	DATE	REVISION

STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed
at my office this 2 day of September, 1986, at 9:00 o'clock a.m. and
was duly recorded on the SEP 3 1986 day of SEP 3 1986, Book No. 219 on Page 156 in
my office seal of office, this the of 19.....

BILLY V. COOPER, Clerk

By K Gregory D.C.

HOWARD VENCIL DAVIS

C8236

TO:

BOOK 219 PAGE 162

RUSSELL DAVIS

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION OF, the sum of ten dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are all hereby acknowledged, I, Howard Vencil Davis, do hereby sell, convey, and warrant, unto Russell Davis, the following described real property situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 50.0 feet on the South side of Young Street in the City of Canton, Madison County, Mississippi, and being more particularly described as being 50.0 feet evenly off the East end of Lots 10, 11 and 12, and being further described as beginning at a point that is 100.0 feet measured East along the South line of said Young Street from from the Northwest corner of Block "B", and from said Point of Beginning run thence East for 50.0 feet along the South side of said Young Street to the Northeast corner of Lot 12, thence running South along a hedgerow and fence for 75.0 feet, thence running West for 50.0 feet, thence running North for 75.0 feet to the Point of Beginning, and all being a part of Lots 10, 11 and 12, of Block "B", of the Maris Subdivision.

Witness my signature this the 2nd day of September
1986.


HOWARD VENCIL DAVIS

STATE OF MISSISSIPPI

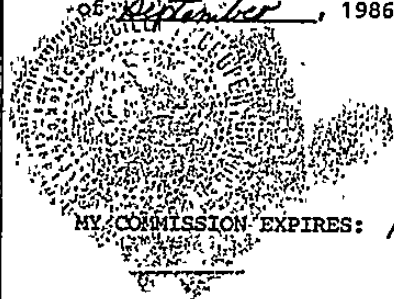
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned notary public in and for the jurisdiction aforesaid, the within named Howard Vencil Davis, who acknowledged that he signed and delivered the foregoing deed as his act and deed, on the

BOOK 219 PAGE 163

date therein set forth and for the purposes therein stated.

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

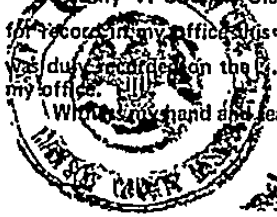


Billy V. Cooper
NOTARY PUBLIC
Chancery Clerk
By *M. Doolittle*

MY COMMISSION EXPIRES: 1-4-88

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2nd day of September, 1986, at 9:25 o'clock A. M., and was duly recorded on the 3 day of SEP, 1986, 19....., Book No. 219 on Page 162 in my office.



Witness my hand and seal of office, this the..... of..... SEP 3 1986, 19.....

BILLY V. COOPER, Clerk

By..... *K. Gregory*..... D.C.

06233

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, GEORGE F. MALOUF and wife, KATHY W. MALOUF, do hereby sell, convey and warrant unto GEORGE F. MALOUF and wife, KATHY W. MALOUF, as joint tenants with right of survivorship and not as tenants in common, that certain land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot 22, Salem Square, a subdivision according to a map or Plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 6, Page 13, reference to which is hereby made in aid of and as a part of this description.

This conveyance is subject to all prior mineral reservations and conveyances; oil, gas and mineral leases; deeds of trust; easements; and restrictions on the use of said property as may appear of record.

EXECUTED this the 1st day of August,
1986.

GEORGE F. MALOUF

George F. Malouf

KATHY W. MALOUF

Kathy W. Malouf

STATE OF Mississippi
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named GEORGE F. MALOUF and KATHY W. MALOUF, personally known to me who acknowledged that they signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

Given under my hand and official seal of office, this the 15th day of August, 1986.

Carolee H. Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires Feb. 25, 1987



GRANTOR:

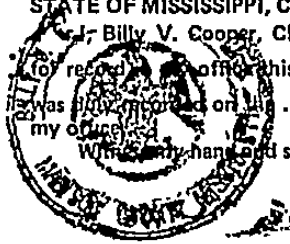
George F. Malouf
Kathy W. Malouf
200 Salem Square
Ridgeland, MS 39157

GRANTEE:

George F. Malouf
Kathy W. Malouf
200 Salem Square
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 2 day of September, 1986, at 10:00 o'clock a M., and it was duly recorded on SEP 3 1986 day of SEP 3 1986, 1986, Book No. 219, on Page 164, in my office.



Witness my hand and seal of office, this the SEP 3 1986 of SEP 3 1986, 1986.
BILLY V. COOPER, Clerk
By K. Cooper, D.C.

CG233

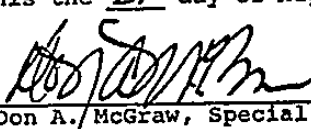
SPECIAL COMMISSIONER'S DEED

INDEXED

BY VIRTUE of the authority confirmed on me as Special Commissioner in Civil Action, File Number 26-149, by Judgment of the Chancery Court of Madison County, Mississippi, rendered on the 29th day of August, 1986, confirming a sale by me made on the 25th day of July, 1986, in pursuance of a Judgment of said Court rendered on the 20th day of June, 1986, I, DON A. MCGRAW, Special Commissioner, in consideration of Fifty-seven Thousand and No/100 Dollars (\$57,000.00), do hereby convey unto GEORGE MALOUF, the purchaser thereof, the following land lying and being situated in the City of Ridgeland, Madison County, Mississippi, to wit:

Lot Twenty-two (22) Salem Square Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk at Madison County, Mississippi, at Canton, Mississippi, at Plat Book 6 at page 13, reference to which is hereby made in aid of and as a part of this description.


WITNESS MY SIGNATURE on this the 29th day of August, 1986.

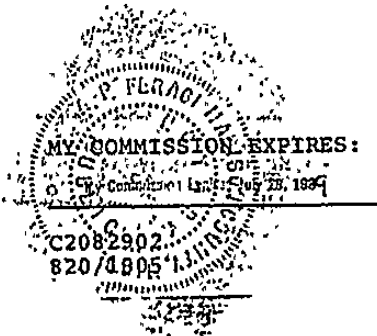

 Don A. McGraw, Special Commissioner

STATE OF MISSISSIPPI
 COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above mentioned jurisdiction, DON A. MCGRAW, Special Commissioner, who acknowledged to me that he signed and delivered the foregoing instrument on the date and for the purposes therein mentioned, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 29th day of August, 1986.


 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 2 day of September, 1986, at 10:00 o'clock a. M., and that duplicate on the 2 day of September, 1986, in Book No. 219, on Page 166 in my office.



Witness my hand and seal of office, this the SEP 3 day of 1986, 1986.

BILLY V. COOPER, Clerk

By K. Aragon, D.C.

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LENORA M. AULENBROCK and DOROTHY M.

HOLLEY, Grantors, do hereby convey and forever warrant unto GLUCKSTADT PROPERTIES, A Mississippi general partnership, composed of C. L. Manderson, Douglas L. Cooper and David M. Cox, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Part of the SE1/4 of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at an iron bar marking the NW corner of the SE1/4 of Section 20 and run S 0°28'30"W along the West boundary of the said SE1/4; 15.00 feet to an iron bar on the South R.O.W. line of a county gravel road; run thence N 89°46'30"E, along the South R.O.W. line of said road 1245.38 feet to an iron bar; run thence N 89°54'E along the South R.O.W. line of said road, 779.64 feet to an iron bar marking the Point of Beginning for the property herein described; continue thence N 89°54'E, along the South R.O.W. line of said road, 576.10 feet to an iron bar marking the intersection of the South R.O.W. line of said Road with the West R.O.W. line of a county gravel road; run thence S 0°13'W, along the West R.O.W. line of said county road, 1757.45 feet to an iron bar marking the NE corner of the St. Joseph Church property; run thence N 89°46'W, along the North boundary of said church property, 178.79 feet to an iron bar marking the NW corner thereof; run thence S 0°28'30"W along the West boundary of the said church property, 865.44 feet to an iron bar on the North R.O.W. line of Gluckstadt Road; run thence S 89°58'W along the North R.O.W. line of Gluckstadt Road, 405.10 feet to an iron bar; run thence N 0°28'30"E, 2621.42 feet to the Point of Beginning. Containing 31.439 acres, more or less.

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

1. County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 8 mo; Grantee: 4 mo.

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 public roads and/or utilities.

WITNESS OUR SIGNATURES on this the 28th day of August, 1986.

Lenora M. Aulenbrock
Lenora M. Aulenbrock

Dorothy M. Holley
Dorothy M. Holley

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named LENORA M. AULENBROCK and DOROTHY M. HOLLEY, 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 28th day of August, 1986.



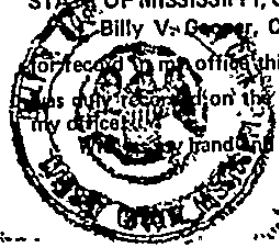
W.F. Smith
NOTARY PUBLIC

GRANTOR:
Rt 1 Box 90C
MADISON, MS. 39110

GRANTEE:
40 CL. MANDERSON
P.O. BOX 12771
JACKSON, MS. 39211

B1082801
5265/9550

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 28th day of August, 1986, at 10:00 o'clock A.M., and was duly recorded on the SEP 3 1986 day of SEP 3 1986, 1986, Book No. 219 on Page 167 in my office. Witness my hand and seal of office, this the SEP 3 1986 day of SEP 3 1986, 1986.

BILLY V. COOPER, Clerk

By K. Cooper, D.C.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, W. D. AKINS and R. N. EDMONDS do hereby convey and warrant unto FLOYD L. McCRORY and RUTH W. McCRORY, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 6, Block 5, Academy Park Subdivision in the City of Canton, Madison County, Mississippi, as per Plat of record on Plat Slide A-146 in the office of the Chancery Clerk of Madison County, Mississippi.

Warranty of this conveyance is subject to the following exceptions, to-wit:

1. City of Canton and County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable, and which shall be prorated as of the date of this conveyance.
2. City of Canton, Mississippi Zoning Ordinance.
3. Rights-of-way and easements for public roads, power lines and other utilities.
4. Prior reservations, conveyances and/or leases of record in regard to oil, gas and other minerals lying in, on and under the subject property.
5. Restrictive covenants filed for record on March 14, 1972, and recorded in Book 386 at Page 481 in the office of the Chancery Clerk of Madison County, Mississippi.
6. Right-of-way to American Telephone and Telegraph Company dated June 21, 1946, and recorded in Book 39 at Page 38 in the records in the office of the aforesaid Clerk.
7. A ten (10) foot utility and/or sewer easement as shown on plat of Academy Park Subdivision in the office of the aforesaid Clerk.

The property herein conveyed constitutes no part of the homestead of either of the grantors.

WITNESS OUR SIGNATURES this the 2nd day of September, 1986.

W. D. Akins
W. D. Akins

R. N. Edmonds
R. N. Edmonds

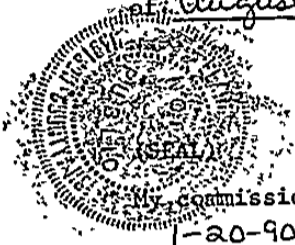
STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 219 PAGE 170

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named W. D. AKINS who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 29th day

of August, 1986.



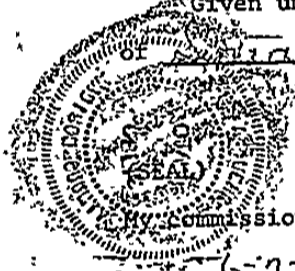
Elaine M. Maddox
Notary Public

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named R. N. EDMONDS who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 5th day

of September, 1986.



M. A. Z. Sibley
Notary Public

My Commission expires:
6-7-87

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed

in my office on this 2nd day of September, 1986, at 11:20 o'clock A. M., and
was duly recorded on this SEP 4 day of 1986, 1986, Book No 219 on Page 169. in
my office on this SEP 4 day of 1986, 1986.

BILLY V. COOPER, Clerk

By K. Caraway, D.C.

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

CB 215

№ 812-1

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

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

Rev. William Thronton

the sum of One hundred four & 17/100 DOLLARS (\$ 104.17)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
Lot 50 x 150 ft. Out S/E NE 1/4 SE 1/4 & Res. & Tls Br 171-280	33	9	2E	

Which said land assessed to Melvin Phillips and sold on the
1st day of Sept 1984, to Greg 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 2 day of
September 1986 Billy V. Cooper, Chancery Clerk.
(SEAL) By K. Gregory D.C.

STATEMENT OF TAXES AND CHARGES

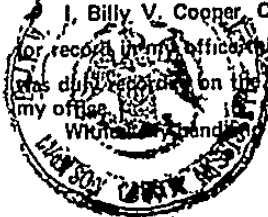
- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 52.39
- (2) Interest \$ 4.19
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.05
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$.25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) *TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 64.63
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 2.62
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 --Taxes and costs only) 24 Months \$ 15.51
- (11) Fee for recording redemption 25cents each subdivision \$.25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$.15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$ 4.50
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$ 4.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 2.50
- (17) Fee for mailing Notice to Owner \$1.00 \$ 2.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ 4.00
- TOTAL \$ 101.16
- (19) .1% on Total for Clerk to Redeem \$ 1.01
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 102.17

Excess bid at tax sale \$ 104.17

<u>Greg Merritt</u>	<u>82.76</u>
<u>Clert Jee</u>	<u>10.91</u>
<u>Doc Bell</u>	<u>2.00</u>
<u>Pub. Jee</u>	<u>4.50</u>
<u>Sheriff (Mad. Co)</u>	<u>4.00</u>
	<u>104.17</u>

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2 day of September, 1986, at 11:30 o'clock A. M., and was duly recorded on the SEP 4 day of 1986, 1986 Book No. 219 on Page 171 in my office.
Witness my hand and seal of office, this the SEP 4 day of 1986, 1986



BILLY V. COOPER, Clerk

By K. Gregory D.C.

C6217
INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JOHN THOMAS RHALY, Grantor, do hereby convey and forever warrant unto ROBERT S. McDONALD and BARBARA P. McDONALD as tenants by the entirety 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:

A certain parcel of land being situated in Section 5, Township 7 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows:

Beginning at the southwest corner of said Section 5 and run North 3156.87 feet; thence South 40 degrees 50 minutes 30 seconds East, 1.55 feet; thence South 50 degrees 57 minutes 30 seconds East, 101.5 feet; thence South 42 degrees 14 minutes East, 88.5 feet; thence South 53 degrees 03 minutes 30 seconds East, 120 feet; thence South 68 degrees 37 minutes 30 seconds East, 107 feet; thence South 67 degrees 11 minutes 30 seconds East, 110 feet to the southwest corner and the point of beginning of the land described herein; thence South 67 degrees 11 minutes 30 seconds East, 100 feet to the southeast corner; thence North 42 degrees 00 minutes 30 seconds East, 264.12 feet to the northeast corner of the within described parcel; thence North 67 degrees 13 minutes West 187 feet to the northwest corner; thence South 22 degrees 48 minutes 30 seconds West, 250 feet to the point of beginning.

Said parcel of land is known and referred to as Lot 184 of Lake Lorman, Part 9, for purposes of reference and identification.

There is excepted from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property.

The Grantor does hereby grant unto the said Grantees, and unto Grantees' successors in title, a non-exclusive, perpetual and irrevocable easement over and across those certain areas 40 feet in width designated "reserved for private drive" on the plats of those subdivisions known as Lake Lorman, Part 1 to 5, each inclusive, recorded in the office of the Chancery Clerk of Madison County, Mississippi, for purposes of ingress and egress to the public roads at the extremity of said private drives, this conveyance being made subject to the

provisions of a certain covenant between Piedmont, Inc. and Madison County, Mississippi, relative to said private drives recorded in Deed Book 305 at page 348 in the office of the Chancery Clerk of Madison County, Mississippi.

Grantor does hereby grant and convey unto the said Grantees, and unto Grantees' successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, but subject to the terms, conditions and covenants contained in a certain instrument executed by Piedmont, Inc. recorded in Deed Book 315 at page 431 in said Chancery Clerk's office.

Grantor does hereby grant and convey to said Grantees, and unto Grantees' successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of that body of water known as "Little Lake Lorman" also situated in Section 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating and swimming (but not for water skiing), subject to the covenants and restrictions hereinafter set out as to the use of said "Little Lake Lorman" and any other rules and regulations placed thereon by the Board of Governors of Lake Lorman as said Board is constituted under the provisions of the aforesaid instrument recorded in Deed Book 315 at Page 431 thereof in said Chancery Clerk's office.

The following protective covenants shall apply to the herein conveyed parcel of land, shall run with the land and shall be binding on all persons owning said lot from May 1, 1983 after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots on Lake Lorman, Part 1 to 5, inclusive, (being subdivisions of land in Section 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi) and a majority of the then owners of separate parcels of land which have been deeded to others by Piedmont, Inc., and said sections, having a frontage on "Little Lake Lorman" and being unofficially referred to as Lake Lorman Lots 159 to 196, inclusive, in deeds from Piedmont, Inc. to various Grantees, has been recorded, agreeing to change said covenants in whole or in part, or to revoke the same entirely:

1. Said parcel shall be known and described as a residential lot, and no building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications

hereinafter set out, and not more than one resident shall be permitted on any lot at any one time.

2. No dwelling shall exceed two stories in height. No dwelling shall be permitted on any residential lot, the ground floor area of which dwelling, exclusive of one story open porches, shall be less than 900 square feet. Any private garage shall be attached to the dwelling.

3. No noxious or offensive 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.

4. No shack, barn or other outbuilding shall be erected on any residential lot. This covenant shall not prevent the construction of boat houses on lots along the shoreline of Little Lake Lorman in a location to be approved by the Board of Governors of Lake Lorman, provided no tin, aluminum or other metal siding or roofing shall be used on any boathouse and provided, further, that all boathouses shall be neatly painted with at least two coats of paint. No trailer, other than a boat trailed, shall be placed or maintained on any lot. Fences shall be of metal construction and shall be of the type generally known as "chainlink" fence.

5. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots or the owner of one whole lot and a portion of an adjoining lot from treating the combined areas so owned as one building lot, in which event the set back lines for building purposes shall be construed and interpreted to apply to the outside lines of the combined area and not to the line which is common to both lots.

6. No building shall be located on any residential lot nearer than fifty (50) feet to the front lot line nor nearer than ten (10) feet to any side lot line; provided, however, that this covenant shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot except in cases where two adjoining lots or one whole lot and a portion of an adjoining lot are owned by one person (or by one person and one person and his/her spouse) and there is only one residence constructed on the combined area thus owned in both lots. But nothing herein contained or contracted in covenant 5, above shall be so construed as to permit a part of a lot as originally conveyed by Piedmont, Inc. to be used alone as a lot separate and apart from an adjoining full lot. The words "front lot line" as used in these restrictive covenants shall be construed to mean the lot line abutting Little Lake Lorman in all residences shall be so constructed as to front or face the body of water known as Little Lake Lorman.

7. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. In validation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9. All residences constructed on either of said lots shall be of brick veneer finish or of frame construction with either wood or asbestos siding on the outside. All houses having outside finishes of wood shall have all wooden surfaces neatly painted with at least two coats of paint.

10. Said lot owner shall be bound by the following rules and regulations affecting the use of said Little Lake Lorman and the lots hereby conveyed:

A. One pier may be erected in the water in front of each lot, which said pier (including any platform attached hereto) shall not extend more than 25 feet into the lake area from the front lot line. Piers shall be built of pressure treated lumber, shall not be more than four (4) feet in width and the location of each pier as well as the angle at which it shall project into the lake from the front lot line shall be approved before construction by the Board of Governors of Lake Lorman. Any platform attached to any pier shall be built of the same type material approved for piers and shall not extend more than six (6) feet on either side of the centerline of the pier, and shall not be more than ten (10) feet in width. No such piers or platforms shall have any roof or sides other than a rail.

B. Not more than one motor shall be used anytime on or in any boat. The size of boats permitted on said lake and the horsepower of motors used on boats in said lake shall be governed by rulings made from time to time by the Board of Governors herein provided for. The owner of each lot shall be entitled to have not more than two boats on or in the water of the lake at any time, which two boats shall be owned by the lot owner, personally. Both of said boats may be fishing type boats; at the election of the lot owner, one may be a pleasure boat and the other shall be a fishing type boat.

C. No fire arms of any kind shall be discharged or fired from any boat or by anyone across said body of water, or into said body of water or on any lot.

D. No boat of any kind owned by any person other than the owner of one of the conveyed lots shall at any time be allowed of Little Lake Lorman.

E. The body of water known as Little Lake Lorman shall

be governed and controlled by the Board of Governors of Lake Lorman elected and constituted as set forth in the instrument executed by Piedmont, Inc. and recorded in Book 315 at page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

F. The owner of each lot shall annually pay to the Board of Governors a maintenance charge in an amount not to exceed \$50 per lot per year for the purpose of creating a fund to be known as "Lake Lorman Maintenance Fund", which fund shall be a trust fund to be used for any purpose which, in the sole discretion of said Board, shall be determined beneficial to the lot owners easement rights in either Lake Lorman or Little Lake Lorman which purposes shall include but not be limited to the upkeep and maintenance of those 40 foot private easements for ingress and egress shown on plats of Lake Lorman Subdivision, Part 1 to 5, inclusive, and the other easements for ingress and egress appurtenant to any lot conveyed by Piedmont, Inc. in either Section 5 or 6, Township 7 North, Range 1 East, Madison County, Mississippi.

G. No lot shall be sold or conveyed to anyone unless the prospective owner or Grantee shall have first been past upon and approved by the Board of Governors of Lake Lorman as being a desirable person to have as a member of the group of lot owners using Little Lake Lorman. Nor shall any owner of any said lots lease or rent the same to any tenant or Lessee until such tenant or Lessee has been approved by said Board of Governors as being a desirable person to have an occupancy of said property.

H. No alcoholic beverages shall be kept in or transported in any boat on Little Lake Lorman, nor shall any intoxicating beverages be drunk by any person while using said lake for boating, swimming, fishing or for any other purpose.

I. The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out with reference to activities on the lake, which rules, in the opinion of the Board of Governors, shall add to the beneficial use of Little Lake Lorman and contribute to the safety and beauty of the lake.

J. Little Lake Lorman shall not be used for water skiing.

11. Any and all septic tanks installed on any of said lots shall be installed in accordance with the rules and requirements of the Mississippi State Board of Health regarding septic tanks, and shall not be put into use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

12. No garbage, refuse or trash of any kind shall, at any

time, be dumped on or deposited in Little Lake Lorman.

13. All owners of lots shall at all times keep the grass on said lots neatly cut and shall keep said lots free of weeds, liter and rubbish of all kinds.

14. No improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof after original construction on the lot, until plans and specifications according to which construction or alteration will be made have been submitted to and approved in writing by the aforementioned Board of Governors.

15. No guest or invitee of any lot owner shall use Little Lake Lorman for fishing, boating, swimming or any other purpose unless accompanied by the lot owner whose guest or invitee he is.

16. All lots shall be so owned that the record title to said lots will be vested in one individual person, or in two persons, if those two persons are husband and wife. No corporation, partnership, association or club shall become vested with title to or rent any of said lots. In those instances where a person purchasing a lot elects to have title vested in the spouse of the purchaser, title may be held by husband and wife as either tenants in common or as joint tenants with full rights of survivorship.

17. No animal other than household pets shall be kept temporarily or permanently on any of the property conveyed by this deed.

The Grantor does further convey unto the Grantees a perpetual non-exclusive easement for ingress and egress over and across those certain parcels of land more particularly described in the easement agreement between Grantor and Nelson Virden, et al., recorded in Book 117 at page 346 in the office of the Chancery Clerk of Madison County, Mississippi.

Grantees assume and agree to pay the ad valorem taxes for the current year.

Grantor assumes and agrees to pay the 1986 Home Owners Association dues.

WITNESS MY SIGNATURE, this the 19th day of
AUGUST, 1986.

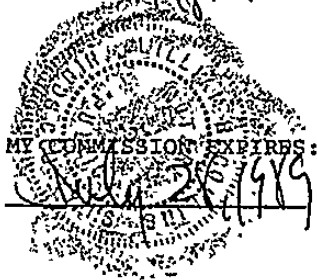
John Thomas Rhaly
John Thomas Rhaly

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named JOHN THOMAS RHALY, 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 19th day of August, 1986.



William D. Adams
NOTARY PUBLIC

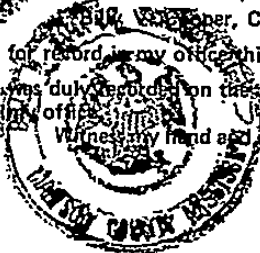
GRANTOR:

GRANTEE:

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 2nd day of September, 1986, at 11:40 o'clock A.M., and was duly recorded on this SEP 4 1986 day of SEP 4 1986, 19....., Book No 219, on Page 172 in my office.

Witness my hand and seal of office, this the SEP 4 1986 of SEP 4 1986, 19.....



BILLY V. COOPER, Clerk

By K. Gray....., D.C.

WARRANTY DEED

INDEXED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, MARTHA K. LENOIR, whose address is 1307 East Union, Greenville, Mississippi 38701, does hereby sell, convey, and warrant unto STEVE H. BRYAN, whose address is 855 Pear Orchard Road, Suite, Ridgeland, MS the land and property lying and being situated in Madison County, State of Mississippi, being more particularly described as follows, to-wit:

A tract of land containing 201,251 square feet or 4.62 acres more or less situated in Section 8, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the southeast corner of Section 8, T7N-R2E, Madison County, Mississippi, said point being a concrete monument; go thence

N 57°33'10" W for a distance of 1,939.59 feet to the POINT OF BEGINNING of the tract herein described; said POINT OF BEGINNING being projected north R.O.W. line of Mississippi Highway #463 (Main Street), Town of Madison, Mississippi with the east R.O.W. line of U. S. Highway #51 as both are laid out as of January, 1986; thence

N 23°32'05" E along the east R.O.W. line of U.S. Highway #51 for a distance of 455.0 feet to an iron pin in concrete; thence

S 66°27'55" E for a distance of 475.0 feet to an iron pin in concrete; thence

S 23°32'05" W for a distance of 342.36 feet to an iron pin in concrete; thence

S 89°32'05" W for a distance of 181.83 feet to an iron pin in concrete; thence

Southwesterly along the arc of a curve to the right for a distance of 187.43 feet, said curve having a radius of 447.46 feet and a chord distance of 186.06 feet to an iron pin in concrete; thence

N 66°27'55" W for a distance of 126.89 feet back to the POINT OF BEGINNING of the above described tract of land.

The above described property does not constitute the homestead of the Grantor.

Grantor covenants and agrees that as long as the Grantee's immediate successor in title, to-wit, McCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP (hereinafter "McCARTY-HOLMAN"), or any person, partnership, or corporation or other entity directly or indirectly affiliated with McCARTY-HOLMAN, shall own

and/or occupy all of any part of the property herein conveyed, not to lease, rent, occupy or suffer, or permit to be occupied, any of Grantor's Remaining Land for the purpose of conducting thereon, or for the use as, a food store or a food department or a drug store or a drug department or for the storage or sale for off-premises consumption of groceries, meats, produce, dairy products, bakery products, prescription drugs, cosmetics, health and beauty aids, or any of them; and further, that Grantor will not convey any of said Remaining Land without imposing thereon restrictions to secure compliance with the terms of this Agreement provided, however, that nothing contained herein shall prevent any tenant(s) of Grantor or any purchaser(s), or tenant(s) of any purchaser(s) of said Remaining Land from: (a) storing and selling such products as an incidental part of its/or their other and principal business so long as the total number of square feet devoted to the storage and display for sale of such products (other than meat, produce and prescription drugs which are prohibited in toto, and except as otherwise specifically provided herein) does not exceed ten percent (10%) of the total number of square feet of the building area occupied by such tenants(s) or purchaser(s), or tenant(s) of any purchaser(s), or one thousand (1,000) square feet (including, in either case, one-half of the aisle space adjacent to any storage or display area) whichever is the smaller; or (b) developing, owning, or operating a fast food restaurant. Grantor acknowledges that in the event of any breach or attempted breach hereof, McCARTY-HOLMAN's remedies at law would be inadequate and therefore, in such event, McCARTY-HOLMAN shall be entitled to an action at law for damages or to relief by injunction, or otherwise, at McCARTY-HOLMAN's option, and McCARTY-HOLMAN's remedies shall be cumulative rather than exclusive. These remedies shall be available to McCARTY-HOLMAN or its successors or assigns as above named.

In the event of litigation over a violation or attempted violation of said covenants, the unsuccessful party shall be liable to the successful party for all costs, expenses and fees, including reasonable attorney's fees, incident to the litigation of said covenants. These covenants shall run with the title to the conveyed property and burden and run with the title to the hereinafter described property of Grantor, her successors in title and assigns, so long as the title to the hereinabove described property is vested in, or occupied by, McCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP or any person, partnership, or corporation or other entity directly or indirectly affiliated with McCARTY-HOLMAN.

As used hereinabove "Remaining Land" shall be construed to mean and refer to that certain parcel of land located in the SE ¼

of Section 8, T7N, R2E, in the Town of Madison, County of Madison, State of Mississippi and being more particularly described as follows:

BEGINNING at a point on the east right-of-way line of U. S. Highway 51 where same is intersected by the north right-of-way line of Mississippi Highway 463 as if extended to intersect with the east right-of-way line of U. S. Highway 51 at an angle of 90 degrees; run then northerly along said right-of-way line a distance of 900 feet to a point; then turn 90 degrees east and run a distance of 250 feet to a point; then turn north 16 degrees and run east 360 feet to a point; then turn south 106 degrees and run along an alignment intended to parallel with the east right-of-way line of U. S. Highway 51 for a distance of 900 feet to a point; then turn west 74 degrees and run for 360 feet to a point; then turn 16 degrees north and run 250 feet west to the POINT OF BEGINNING. LESS AND EXCEPT the parcel hereinabove first described and containing 4.62 acres more or less.

This conveyance is made subject to any and all zoning ordinances applicable to the above described property and any utility easements 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, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantee, or his assigns, any deficit in an actual proration and likewise the Grantee agrees to pay to the Grantor or her assigns, any amount overpaid by her.

Witness the signature of the Grantor, this the 29th day of August, 1986.

Martha K. Lenoir
Martha K. Lenoir

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MARTHA K. LENOIR, who acknowledged to me that she signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN under my hand and official seal, this the 29th day of August, 1986.

Delores N. Thibodeaux
Notary Public



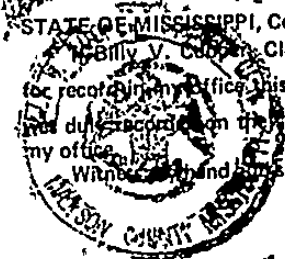
My Commission Expires:

12/31/87

lenoir warranty- wcs501

-3-

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 29th day of August, 1986, at 12:00 o'clock P.M., and the duty recorded on the 29th day of SEP. 4, 1986, Book No. 219, on Page 179, in my office. Witness my hand and seal of office, this the 29th day of SEP 4 1986.
BILLY V. COOPER, Clerk
By K. Caraway, D.C.



C8250

WARRANT SPECIALLY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, STEVE H. BRYAN, whose address is 855 PEAR ORCHARD ROAD, SUITE 100, RIDGELAND, MS, does hereby sell, convey, and warrant unto McCARTY-HOLMAN COMPANY, a Mississippi Limited Partnership, whose address is 453 N. Mill St., P.O. Box 3409, Jackson, Ms. 39207 the land and property lying and being situated in Madison County, State of Mississippi, being more particularly described as follows, to-wit:

A tract of land containing 201,251 square feet or 4.62 acres more or less situated in Section 8, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the southeast corner of Section 8, T7N-R2E, Madison County, Mississippi, said point being a concrete monument; go thence

N 57°33'10" W for a distance of 1,939.59 feet to the POINT OF BEGINNING of the tract herein described; said POINT OF BEGINNING being projected north R.O.W. line of Mississippi Highway #463 (Main Street), Town of Madison, Mississippi with the east R.O.W. line of U. S. Highway #51 as both are laid out as of January, 1986; thence

N 23°32'05" E along the east R.O.W. line of U.S. Highway #51 for a distance of 455.0 feet to an iron pin in concrete; thence

S 66°27'55" E for a distance of 475.0 feet to an iron pin in concrete; thence

S 23°32'05" W for a distance of 342.36 feet to an iron pin in concrete; thence

S 89°32'05" W for a distance of 181.83 feet to an iron pin in concrete; thence

Southwesterly along the arc of a curve to the right for a distance of 187.43 feet, said curve having a radius of 447.46 feet and a chord distance of 186.06 feet to an iron pin in concrete; thence

N 66°27'55" W for a distance of 126.89 feet back to the POINT OF BEGINNING of the above described tract of land.

The warranty herein contained in this conveyance is made subject to the terms and conditions of that certain conveyance from Martha K. Lenoir to the undersigned dated August 29, 1986, of record in the office of the Chancery Clerk of said county in Deed Book 219, Page 179, reference to which is hereby made, and the grantor does hereby assign and convey to grantee all of the appurtenances, benefits, rights and covenants flowing to the

grantor herein by virtue of said conveyance. Said interest as conveyed hereby burdens certain property described as "Remaining Land", in said conveyance, which remaining land is described as follows:

That certain parcel of property located in the SE $\frac{1}{4}$ of Section 8, T7N, R2E, in the Town of Madison, County of Madison, State of Mississippi and being more particularly described as follows:

BEGINNING at a point on the east right-of-way line of U. S. Highway 51 where same is intersected by the north right-of-way line of Mississippi Highway 463 as if extended to intersect with the east right-of-way line of U. S. Highway 51 at an angle of 90 degrees; run then northerly along said right-of-way line a distance of 900 feet to a point; then turn 90 degrees east and run a distance of 250 feet to a point; then turn north 16 degrees and run east 360 feet to a point; then turn south 106 degrees and run along an alignment intended to parallel with the east right-of-way line of U. S. Highway 51 for a distance of 900 feet to a point; then turn west 74 degrees and run for 360 feet to a point; then turn 16 degrees north and run 250 feet west to the POINT OF BEGINNING. LESS AND EXCEPT the parcel hereinabove first described and containing 4.62 acres more or less.

This conveyance is made subject to any and all zoning ordinances applicable to the above described property and any utility easements 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, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantee, or his assigns, any deficit in an actual proration and likewise the Grantee agrees to pay to the Grantor or her assigns, any amount overpaid by her.

The above described property does not constitute the homestead of the Grantor.

Witness the signature of the Grantor, this the 29th day of August, 1986.


Steve H. Bryan

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named STEVE H. BRYAN, who acknowledged to me 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, this the 29th day of August, 1986.

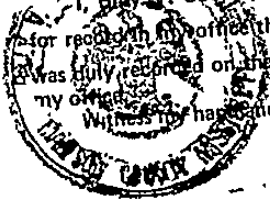
Delores H. Thornton
Notary Public



My Commission Expires:

Sept. 27, 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 2nd day of September, 1986, at 12³⁰ o'clock P. M., and
was duly recorded on the 2nd day of SEP. 4. 1986, 19....., Book No. 219 on Page 182. in
Witness my hand and seal of office, this the 4th day of SEP. 4. 1986, 19.....

BILLY V. COOPER, Clerk

By K. Gregory....., D.C.

OPTION TO RESCIND

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, mutual promises and other good, legal, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned McCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP, and MARTHA K. LENOIR hereby agree and state as follows:

1. McCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP, (hereinafter "McCARTY-HOLMAN") is the owner of fee simple title in the following described property:

A tract of land containing 201,251 square feet or 4.62 acres more or less situated in Section 8, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the southeast corner of Section 8, T7N-R2E, Madison County, Mississippi, said point being a concrete monument; go thence

N 57°33'10" W for a distance of 1,939.59 feet to the POINT OF BEGINNING of the tract herein described; said POINT OF BEGINNING being projected north R.O.W. line of Mississippi Highway #463 (Main Street), Town of Madison, Mississippi with the east R.O.W. line of U. S. Highway #51 as both are laid out as of January, 1986; thence

N 23°32'05" E along the east R.O.W. line of U.S. Highway #51 for a distance of 455.0 feet to an iron pin in concrete; thence

S 66°27'55" E for a distance of 475.0 feet to an iron pin in concrete; thence

S 23°32'05" W for a distance of 342.36 feet to an iron pin in concrete; thence

S 89°32'05" W for a distance of 181.83 feet to an iron pin in concrete; thence

Southwesterly along the arc of a curve to the right for a distance of 187.43 feet, said curve having a radius of 447.46 feet and a chord distance of 186.06 feet to an iron pin in concrete; thence

N 66°27'55" W for a distance of 126.89 feet back to the POINT OF BEGINNING of the above described tract of land.

2. That McCARTY-HOLMAN has obtained title to the above described property from STEVE H. BRYAN, who obtained title to the above described property from MARTHA K. LENOIR.

3. That as part of the terms and conditions of said conveyance by MARTHA K. LENOIR, McCARTY-HOLMAN agrees to commence

construction of a grocery store on the above described property prior to December 1, 1986.

4. That for purposes of this Option "construction" shall not be deemed to have been commenced until all of the following conditions have been met:

- (a) all building permits have been issued;
- (b) a contract for the construction of the grocery store has been let; and
- (c) site work has commenced.

5. (a) That MARTHA K. LENOIR shall notify McCARTY-HOLMAN not earlier than November 19, 1986 and not later than November 26, 1986 of the impending commencement date next mentioned;

(b) That in the event McCARTY-HOLMAN, its legal representatives, successors or assigns fail to commence construction of the grocery store on or before December 1, 1986, then MARTHA K. LENOIR may within ten (10) days after said later date rescind her conveyance of the above described property to STEVE H. BRYAN dated the 29th day of August, 1986, by requiring a reconveyance to MARTHA K. LENOIR pursuant to paragraph 6. following.

6. That upon MARTHA K. LENOIR exercising her right to rescind said conveyance McCARTY-HOLMAN, its legal representatives, successors or assigns shall, within fifteen (15) days after such notice, reconvey to MARTHA K. LENOIR all right, title and interest in the property which is the subject of this Option, free of restrictions, leases, liens and other encumbrances except those to which the property was subject at the time of the conveyance to STEVE H. BRYAN. Simultaneously with such reconveyance of the property by McCARTY-HOLMAN, its legal representatives, successors or assigns, MARTHA K. LENOIR shall refund to McCARTY-HOLMAN, its legal representatives, successors or assigns, the purchase price paid by STEVE H. BRYAN to MARTHA K. LENOIR on the 29th day of August, 1986. Further, the parties shall execute a mutual release, relieving each other from any further liability with respect to the sale and purchase of the property.

7. That for the purposes of this Option notice provided for herein shall be hand-delivered, with receipt therefor, or sent by certified or registered mail, return receipt requested, and first-class postage prepaid to McCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP, Post Office Box 3409, Jackson, Mississippi 39207, Attention: Nancy Lane, unless notice of a change of address is given to MARTHA K. LENOIR, C/O William E.

Dossett, Dossétt, Dossett and Goode, Post Office Box 2449, Jackson, Mississippi 39225-2449, in writing and in the above manner prior to the exercise of her right to rescind.

8. That in the event of any controversy concerning any right or obligation under this Option, such right or obligation shall be enforceable in a court of equity by decree or specific performance. Such remedy shall, however, be cumulative and nonexclusive, and shall be in addition to any other remedy which the parties may have.

9. That time is of the essence of this Option.

10. That this Option shall be binding upon both parties' heirs, legal representatives, successors and assigns.

11. That upon McCARTY-HOLMAN, its legal representatives, successors or assigns commencing construction of a grocery store, MARTHA K. LENOIR shall cancel in toto this option to Rescind, by Cancellation in recordable form.

WITNESS OUR SIGNATURES, this the 29th day of August, 1986.

Martha K. Lenoir
MARTHA K. LENOIR

McCARTY-HOLMAN COMPANY, A
MISSISSIPPI LIMITED PARTNERSHIP

By: W. B. McCarty, Jr.
W. B. McCarty, Jr.
Joint Manager


By: W. H. Holman, Jr.
W. H. Holman, Jr.
Joint Manager

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MARTHA K. LENOIR, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN under my hand and official seal, this the 29th day of August, 1986.

Melvin H. Shoemaker
Notary Public


My Commission Expires:


My Commission Expires Sept. 23, 1986

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, W. H. HOLMAN, JR., and W. B. McCARTY, JR., the joint managers, of McCARTY-HOLMAN COMPANY, A MISSISSIPPI LIMITED PARTNERSHIP, who acknowledged that they, for and on behalf of said limited partnership, as the act and deed of said limited partnership, and after having been duly authorized so to do, signed and delivered the above and foregoing instrument on the day and year therein written.

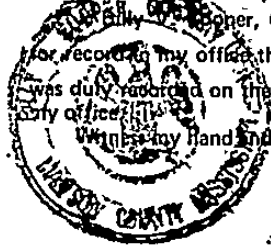
GIVEN under my hand and official seal, this the 29th day of August, 1986.

Melvin H. Shoemaker
Notary Public


My Commission Expires:

My Commission Expires Sept. 23, 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 recording in my office this 2nd day of September, 1986, at 12:00 o'clock P. M., and was duly recorded on the SEP 4 day of 1986, 19....., Book No. 219 on Page 185. in Witness my hand and seal of office, this the of SEP 4, 1986....., 19.....

BILLY V. COOPER, Clerk

By K. Rogay....., D.C.

FIRST:

Existing rights-of-way, leases, servitudes, easements, restrictive covenants, building and zoning restrictions and regulations adopted by any governmental unit having jurisdiction over the property, and taxes and assessments on the above-described property for the current year and all subsequent years, which taxes shall be prorated between Grantor and Grantee as of the date of conveyance, Grantor agreeing to pay such taxes as might be due on its reserved mineral interest.

SECOND:

Any lien, defector encumbrance of record and/or any discrepancies, conflicts, encroachments, shortages in area, acreage and boundaries or other facts which would be shown by a correct survey; party wall rights, boundary fence agreements, or sidewalks and driveways; all matters arising out of or in connection with acts of the Grantee or those claiming under or through the Grantee.

THIRD:

The property and any improvements thereon are being conveyed on an "as is" basis, Grantee hereby specifically agrees that Grantor is not responsible for any repair or damages to said property and improvements.

FOURTH:

It is understood and agreed that such minerals as are conveyed to Grantee, if any, are conveyed without warranty of any kind.

FIFTH:

JAN

This conveyance is made subject to any and all applicable rights of redemption.

~~The Grantor hereby conveys to the Grantee all and singular the above described premises together with the right of redemption and other minerals so conveyed and~~

WITNESSETH the signature of said Grantor, the Federal Land Bank of Jackson, a corporation and federal instrumentality by and through the Federal Land Bank Association of Jackson, its attorney in fact through Jackie L. Nordan, Assistant Vice President, Central Mississippi Service Center, Federal Land Bank Association of Jackson as duly authorized, on this 2nd day of September 1986.

FEDERAL LAND BANK OF JACKSON

By: FEDERAL LAND BANK ASSOCIATION OF Jackson, Attorney-in-fact

BY: Jackie L. Nordan, Assistant Vice President, Central Mississippi Service Center, Federal Land Bank Association of Jackson

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that JACKIE L. NORDAN, whose name as Assistant Vice President, Central Mississippi Service Center, of the Federal Land Bank Association of Jackson, a corporation and federal instrumentality, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Federal Land Bank of Jackson.

Given under my hand and official seal on this 2nd day of September, 1986.

(SEAL)

Margie K. Butcher
Notary Public



My Commission Expires:

May 5, 1987

ADDRESS OF GRANTOR:

1800 East County Line Road
Ridgeland, MS 39157

ADDRESS OF GRANTEE:

Route 1, Box 249-X
Canton, MS 39046

EXHIBIT A to Special
Warranty Deed - Federal
Land Bank of Jackson/
Dennis A. Frate, et ux

DESCRIPTION OF PROPERTY

The following described parcel of land being situated in the SE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 9 North, Range 3 East, Madison County, Mississippi, described as follows, to-wit:

Beginning at a concrete marker marking the SE corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, of said Section 7, run thence West along said quarter section line for a distance of 180.5 feet, more or less, to the center of a ditch; run thence in a Northeasterly direction along the center of said ditch to the East line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 7; run thence South along aforesaid line for a distance of 250 feet, more or less, to the POINT OF BEGINNING.

The foregoing description is attached to and made a part of that certain Special Warranty Deed executed by the Central Mississippi Service Center for and on behalf of the Federal Land Bank Association of Jackson, dated September 2nd, 1986.

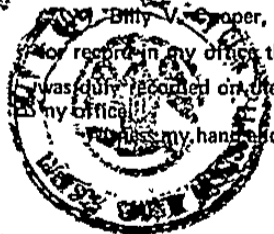
FEDERAL LAND BANK OF JACKSON

By: FEDERAL LAND BANK ASSOCIATION
OF Jackson, Attorney-in-fact

By: Jackie P. Wanda
Assistant Vice President
Central Mississippi Service Center,
Federal Land Bank Association of Jackson

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 September, 1986, at 1:00 o'clock P. M., and was duly recorded on the SEP 4 day of 1986, 1986, Book No 219 on Page 189 in my office.
I have my hand and seal of office, this the SEP 4 of 1986, 1986.



BILLY V. COOPER, Clerk

By Karagay, D.C.

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, G. M. CASE, Grantor, do hereby remise, release, convey and forever quitclaim unto MAUDE ETHEL HART, Grantee, all of my estate, right, title and interest in and to the following described real property lying and being situated in City of Canton, Madison County, Mississippi, to wit:

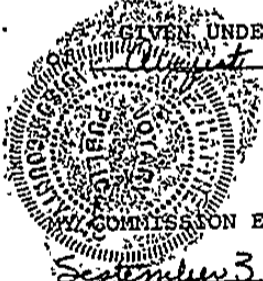
Lot 32 on the West side of North Liberty Street according to map of George & Dunlap of the City of Canton, Mississippi, and more specifically described as bounded on the East by North Liberty Street, bounded on the North by Park Drive, bounded on the West by the property conveyed to the City of Canton by deed recorded in Book 47 at page 337, and bounded on the South by that certain parcel of land once owned by Frank Hill.

WITNESS MY SIGNATURE on this the 29th day of AUGUST, 1986.

G. M. Case
G. M. Case

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named G. M. CASE, 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 29th day of August, 1986.

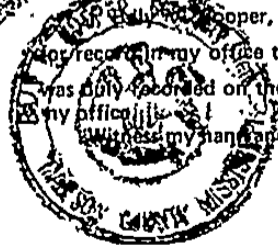
L.E. Matthews
NOTARY PUBLIC

GRANTOR:
P. O. Box 238
Canton, MS 39046

GRANTEE:
Hart Road
Canton, MS 39046

C2081207
936/2065

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 September, 1986, at 5:35 clock P. M., and was duly recorded on the SEP 4 day of 1986, 1986, Book No. 219 on Page 193. in my office. Witness my hand and seal of office, this the SEP 4 day of 1986, 1986.

BILLY V. COOPER, Clerk

By Karagay, D.C.

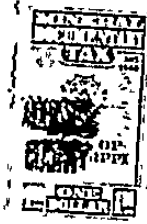
INDEXED

CG255

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, we, DAN R. BOWEN and SARAH L. BOWEN, Grantors, subject to the reservation contained herein, do hereby remise, release, convey and forever quitclaim unto MADISON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF MISSISSIPPI, Grantee, all of our estate, right, title and interest in and to any portion of the following described real property, in which we have any interest, said property lying and being situated in Madison County, Mississippi, to wit:

Begin at a point on the proposed north right-of-way line of road "A" of State Aid Project SAP 45(35), plans and specifications of said project being on file in the office of the Chancery Clerk of Madison County, as said proposed north right-of-way line is now (June, 1986) laid out and established 35 feet (measured perpendicularly) left of center line Station 223+00, said point being also 620 feet southwest of the existing center line of a branch; run thence northerly along said west right-of-way line of Road "A" as follows: run thence north 62 degrees 00 minutes east for a distance of 107.9 feet to the point of curvature of a curve to the left having a central angle 29 degrees 26 minutes and a radius of 783.48 feet; run thence along said curve to the left for an arc distance of 402.48 feet (chord bearing and distance north 47 degrees 17 minutes east, 398.1 feet) to a point; run thence north 32 degrees 34 minutes east for a distance of 200.1 feet to the point of curvature of a curve to the left having a central angle of 06 degrees 37 minutes and a radius of 2256.82 feet; run thence along said curve to the left for an arc distance of 260.62 feet (chord bearing and distance north 29 degrees 16 minutes east, 260.5 feet) to a point; run thence north 25 degrees 57 minutes east for a distance of 206.9 feet to a point; leaving said west right-of-way line of Road "A" and run thence south 64 degrees 03 minutes east for a distance of 70.0 feet to a point on the east right-of-way line of said Road "A"; run thence southerly along said east right-of-way line of Road "A" (70 feet east of and parallel with said west right-of-way line of Road "A") as follows: run thence south 25 degrees 57 minutes west for a distance of 206.9 feet to the point of curvature of a curve to the right having a central angle of 06 degrees 37 minutes and a radius of 2326.82 feet; run thence along said curve to the right for an arc distance of 268.71 feet (chord bearing and distance south 29 degrees 16 minutes west, 268.6 feet) to a point; run thence south 32 degrees 34 minutes west for a distance of 200.1 feet to the point of curvature of a curve to the right having a central angle of 29 degrees 26 minutes and a radius of 853.48 feet; run thence



along said curve to the right for an arc distance of 438.44 feet (chord bearing and distance south 47 degrees 17 minutes west, 433.6 feet) to a point; run thence south 62 degrees 00 minutes west for a distance of 107.9 feet to a point; leaving said east right-of-way line of Road "A" and run thence north 28 degrees 00 minutes west for a distance of 70.0 feet to the point of beginning.

The above described parcel of land is located in the Northeast Quarter (NE1/4) of Section 10, Township 10 North, Range 4 East, Madison County, Mississippi, and contains 1.93 acres, more or less.

Grantor(s) hereby reserve any and all mineral rights or interests which they may own in, under or on the above described property.

County of Madison ad valorem taxes for the year 1986 which shall be prorated as follows: Grantor: 0, Grantee: 12.

WITNESS OUR SIGNATURES on this the 27th day of August, 1986.

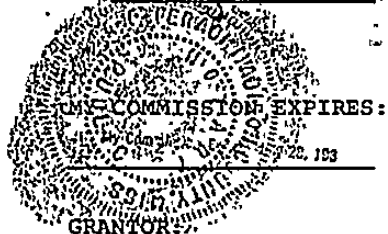
Dan R. Bowen
Dan R. Bowen

Sarah L. Bowen
Sarah L. Bowen

STATE OF Mississippi
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named DAN R. BOWEN and SARAH L. BOWEN, 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 27th day of August, 1986.



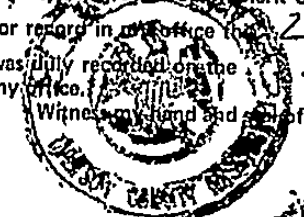
AP Perera
NOTARY PUBLIC

GRANTEE:

G3072103

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 September, 1986, at 2:35 o'clock P. M., and was fully recorded on the 4 day of SEP, 1986, Book No. 219 on Page 194. in my office. Witness my hand and seal of office, this the 4 day of SEP, 1986.



BILLY V. COOPER, Clerk

By K Gregory, D.C.

INDEXED

CG551

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, DE BEUKELAER CORPORATION, a Mississippi Corporation, Grantor, do hereby convey and forever warrant unto GARY J. FEREBEE and wife, CLAUDELL R. FEREBEE, 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:

Being situated in the N1/2 of Section 28, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Lot 16 of Greystone, 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 N13°13'18"W for a distance of 1306.95 feet along the West line of said Lot 16 to the Northwest corner of said Lot 16; thence S81°23'50"W for a distance of 804.81 feet to the mid-line of the said Section 28; thence S0°02'35"E for a distance of 333.4 feet along the said mid-line of Section 28 to the POINT OF BEGINNING for the parcel herein described; thence continue S0°02'35"E for a distance of 306.60 feet; thence N89°39'25"E for a distance of 421.80 feet; thence S0°20'35"E for a distance of 263.755 feet to the Northerly Right of Way line of Dover Lane; thence run 138.214 feet along the arc of a 518.125 foot radius curve to the left in the said Northerly Right of Way line of Dover Lane, said arc having a 137.804 foot chord which bears N82°32'04"W; thence S89°49'25"W for a distance of 96.80 feet along the said Northerly Right of Way line of Dover Lane; thence run 96.213 feet along the arc of a 316.961 foot radius curve to the left in the said Northerly Right of Way line of Dover Lane, said arc having a 95.844 foot chord which bears S81°07'39"W; thence leave the said Northerly Right of Way line of Dover Lane and run N30°33'15"W for a distance of 548.96 feet along the East line of Lot 1 of New Castle Part 3, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi; thence N63°19'07"E for a distance of 205.47 feet to the POINT OF BEGINNING, containing 3.11 acres more or less. LESS AND EXCEPT 1.05 acres evenly off the East side thereof.

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: 8 Mo; Grantees: 4 Mo.

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. Declaration of Covenants and Restrictions in regard to Gray Castle Lake dated March 25, 1986, and record in Book 585 at page 499 in the records in the office of the Chancery Clerk of Madison County, Mississippi. Except there shall be no utility easements reserved with the exception of a 20 foot easement adjacent to the front lot line.

WITNESS MY SIGNATURE on this the 29 day of Aug, 1986.

DE BEUKELAER CORPORATION,
A MISSISSIPPI CORPORATION

BY: [Signature]
President

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, Peter De Beukelaer, who acknowledged to me that he is the President of De Beukelaer Corporation, a Mississippi Corporation, and that as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said corporation, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29th day of August, 1986.

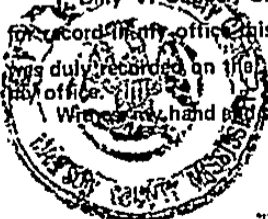
[Signature]
NOTARY PUBLIC



GRANTEE:
204 Harvest 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 2 day of September, 1986, at 4:25 clock P. M., and was duly recorded on the 4 day of SEP, 1986, in Book No 219 on Page 196 in my office. Witness my hand and seal of office, this the 4 day of SEP, 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, DE BEUKELAER CORPORATION, a Mississippi Corporation, Grantor, do hereby convey and forever warrant unto GARY J. FEREBEE and wife, CLAUDELL R. FEREBEE, 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:

1.05 acres evenly off the east side of the following described property:

Being situated in the N1/2 of Section 28, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Lot 16 of Greystone, 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 N13°13'18"W for a distance of 1306.95 feet along the West line of said Lot 16 to the Northwest corner of said Lot 16; thence S81°23'50"W for a distance of 804.81 feet to the mid-line of the said Section 28; thence S0°02'35"E for a distance of 333.4 feet along the said mid-line of Section 28 to the POINT OF BEGINNING for the parcel herein described; thence continue S0°02'35"E for a distance of 306.60 feet; thence N89°39'25"E for a distance of 421.80 feet; thence S0°20'35"E for a distance of 263.755 feet to the Northerly Right of Way line of Dover Lane; thence run 138.214 feet along the arc of a 518.125 foot radius curve to the left in the said Northerly Right of Way line of Dover Lane, said arc having a 137.804 foot chord which bears N82°32'04"W; thence S89°49'25"W for a distance of 96.80 feet along the said Northerly Right of Way line of Dover Lane; thence run 96.213 feet along the arc of a 316.961 foot radius curve to the left in the said Northerly Right of Way line of Dover Lane, said arc having a 95.844 foot chord which bears S81°07'39"W; thence leave the said Northerly Right of Way line of Dover Lane and run N30°33'15"W for a distance of 548.96 feet along the East line of Lot 1 of New Castle Part 3, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi; thence N63°19'07"E for a distance of 205.47 feet to the POINT OF BEGINNING, containing 3.11 acres more or less.

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

1. County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 8 Mo; Grantees: 4 Mo..

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. The terms and conditions of those certain Protective Covenants recorded in Book 564 at page 244 in the records in the office of the Chancery Clerk of Madison County, Mississippi, except as to:

A. Paragraph 12 which is amended regarding subject lot to read as follows:

No residence shall be closer than 30 feet to the front line nor closer than 30 feet to the side lot line of said lot unless said owner shall have received written permission from Developer to so construct said residence.

B. Paragraph 15 which is amended to read as follows:

Developer hereby reserves the following utility easement over and across the lot: 20 feet across and adjacent to the front lot line.

WITNESS MY SIGNATURE on this the 29 day of August, 1986.

DE BEUKELAER CORPORATION,
A MISSISSIPPI CORPORATION

BY: (Signature)
President

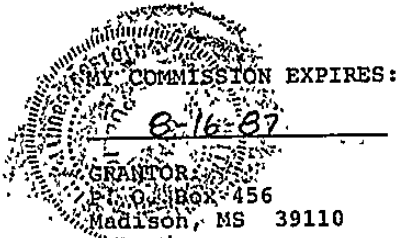
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, Peter De Beukelaer, who acknowledged to me that he is the President of De Beukelaer Corporation, a Mississippi Corporation, and that as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated in

the name of, for and on behalf of the said corporation, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29th day of August, 1986.

W. J. Smuith
NOTARY PUBLIC

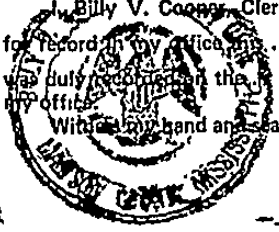


B2082904
5488/11,220

GRANTEE:
204 Harvest 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 on the 2 day of September, 1986, at 4:25 o'clock P. M., and was duly recorded on the SEP 4 1986 day of SEP 4 1986, 1986, Book No. 219 on Page 198 in my office.



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

By K. Gregory, D.C.