# 800X 219 PAGE 698

C8985 INDEXED

#### WARRANTY DEED

FOR and in consideration of the sum of One and No/100 Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged, I, M. A. LEWIS, JR., whose mailing address is P.O.Box 1353, Jackson, Mississippi 39215, do hereby sell, convey and warrant unto M. M. MOCKBEE, SR. and AMELIA WATKINS MOCKBEE, husband and wife, whose mailing address is 4220 Hawthorne Court, Jackson, Mississippi 39206, as joint tenants with the full right of survivorship, and not as tenants in common, an undivided 3.2% interest in and to the following described land and property situated in Madison County, Mississippi, to-wit:

Parcel 1:

Commence at the corner common to Sections 28,
29, 32 and 33, Township 7 North, Range 2 East,
Madison County, Mississippi, and run thence
South 89 degrees 48 minutes West and along the
north line of said Section 32 for a distance of
1,845.5 feet to a point; leaving the said section line, run thence south 0 degrees 12 minutes east for a distance of 1,317.3 feet to a
point on the west right-of-way line of Northpark Drive, as said west right-of-way line is
now laid out and established (April, 1985) 40.0 feet
west of the centerline of said street, said
point also being the point of beginning of the
parcel of land described as follows:

Run thence north 89 degrees 59 minutes west for a distance of 804.4 feet to a point; run thence south 00 degrees 26 minutes west for a distance of 31.5 feet to a point; run thence north 89 degrees 38 minutes west for a distance of 2.7 feet to a point; run thence south 00 degrees 08 minutes west for a distance of 412.3 feet to a point; run thence south 29 degrees 36 minutes east for a distance of 65.8 feet to a point on the north right-of-way line of proposed Special Assessment Road No. 2, as said road is now proposed (April, 1985); run thence north 89 degrees 50 minutes east and along the said north right-

of-way line for a distance of 686.8 feet to a point on said west right-of-way line of Northpark Drive, said point being a curve having a central angle of 11 degrees 06 minutes and a radius of 936.3 feet; run thence along said curve to the right and along the said west right-of-way line of Northpark Drive for an arc distance of 181.3 feet (chord bearing and distance: north 06 degrees 33 minutes east, 181.0 feet) to the point of tangency of said curve; run thence north 12 degrees 06 minutes east and along the said west right-of-way line of Northpark Drive for a distance of 326.1 feet to the point of beginning. tance of 326.1 feet to the point of beginning.

The above described parcel of land is in part of Lots 3 and 4, Block 39, Highland Colony, located in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 8.66 acres, more or less. Bearings used in this description refer to the Mississippi Coordinate System. West Zone. Coordinate System, West Zone.

#### Parcel 2:

Commence at the corner common to Sections 28, 29, 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence south 89 degrees 48 minutes west and along the north line of said Section 32 for a distance of 1,935.6 feet to a point; leaving the said section line, run thence south 0 degrees 12 minutes east for a distance of 1,875.7 feet to a point on the south right-of-way line of proposed Special Assessment Road No. 2, as said road is now proposed (April, 1985), said point also being the point of beginning of the parcel of land described as follows:

Run thence south 89 degrees 50 minutes west and along said south right-of-way line for a distance of 653.6 feet to a point; leaving said south right-of-way line, run thence south 29 degrees 36 minutes cast for a distance of 896.2 feet to a point; run thence south 89 degrees 59 minutes cast for a distance of 451.3 feet to a point on the west right-of-way line of Northpark Drive as said west right-of-way line is now laid out and established (April, 1985), 40.0 feet west of the centerline of said street; run thence along the said west right-of-way line of Northpark Drive as follows: fun thence north 00 degrees 22 minutes west for a distance of 0.5 feet to the point of curvature of a curve having a central angle of 32 degrees 07 minutes and a radius of 606.1 feet; run thence along said curve to the left for an arc distance of 339.7 feet (chord bearing and distance: north 16 degrees 25 minutes west, 335.3 feet) to the point of reverse curvature of a curve having a central angle of 29 degrees 49 minutes and a radius of 936.3 feet; run thence along said curve to the right for an arc distance of 487.2 feet (chord bearing and distance: north 16 degrees 34 minutes west, 481.7 feet) to the point of beginning. Run thence south 89 degrees 50 minutes west and point of beginning.

The above described parcel of land is in part of lots 3, 4, 5 and 6, Block 39, Highland Colony, located in the Southwest Quarter (SW 1/4) of the

Northeast Quarter (NE 1/4) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 9.83 acres, more or less. Bearings used in this description refer to the Mississippi Coordinate System, West Zone.

#### Parcel 3

Commence at the corner comon to Sections 28, 29, 32, and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence south 89 degrees 48 minutes west and along the north line of said Section 32 for a distance of 1,763.7 feet to a point; leaving the said section line, run thence south 0 degrees 12 minutes east for a distance of 1,317.6 feet to a point on the east right-of-way line of Northpark Drive, as said east right-of-way line is now laid out and established (April, 1985), 40.0 feet east of the centerline of said street, said point also being the point of beginning of the parcel of land described as follows: described as follows:

Run thence along the said east right-of-way line of Northpark Drive as follows: run thence south 12 degrees 06 minutes west for a distance of 343.3 feet to the point of tangency of a curve having a central angle of 44 degrees 35 minutes and a radius of 856.3 feet; run thence along said curve to the left for an arc distance of 666.2 feet (chord bearing and distance: south 10 degrees 11 minutes east, 649.6 feet) to the point of reverse curvature of a curve having a central angle of 32 degrees 07 minutes and a radius of 686.1 feet; run thence along said curve to the right for an arc distance of 384.6 feet (chord bearing and distance: south 16 degrees 25 minutes east, 379.6 feet) to the point of tangency of said curve; run thence south 00 degrees 22 minutes east for a distance of 1.0 feet to a point; leaving the said east right-of-way line of Northpark Drive, run thence south 9 degrees 59 minutes east for a distance of 318.9 feet to a point; run thence north 00 degrees 20 minutes west for a distance of 1,340.0 feet to a point; run thence north 89 degrees 59 minutes west for a distance of 9 minutes west for a distance of 1,340.0 feet to a point; run thence north 89 degrees 59 minutes west for a distance of 461.4 feet to the point of beginning. beginning.

The above described parcel of land is in part of Lots 3 and 6, Block 39, Highland Colony, located in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 14.48 acres, more or less. Bearings used in this description refer to the Mississippi Coordinate System, West Zone.

There is excepted from the warranty of this conveyance and this conveyance is subject to all applicable zoning ordinances of the Town of Ridgeland, Madison County, Mississippi.

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

Witness my signature, this the 22nd day of May, 1986.

STATE OF MISSISSIPPI

COUNTY OF HINDS:::::

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, M. A. Lewis, Jr. who acknowledged to me that he signed and delivered the above and and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this the 22nd day of May,

The mailing address of the Grantee is: P.O.Box 1353, Jackson, MS. 39215-1353.

The mailing address of the Grantors is: 4220 Hawthorne Circle, Jackson, MS 39206

STATE OF MISSISSIPPI, County of Madison:

Cooper, Clerk of the Chancery Court of Said County, portify that the within instrument was filed at the street of the Chancery Court of Said County, portify that the within instrument was filed at the street of the Chancery Court of Said County, portify that the within instrument was filed at the street of the Chancery Court of Said County, portify that the within instrument was filed at the street of the Chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the within instrument was filed at the chancery Court of Said County, portify that the chancery Court of Said County, portify the chancery Court of Said County, portify that the chancery County Coun 

By M. Wudit D.C.

#### OUITCLAIM DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and the assumption and agreement to pay, by the Grantee as and when due, the balance due of that certain debt'as evidenced by that certain Deed of Trust executed by Bea H. Miller, Deceased, to Deposit Guaranty Mortgage Corporation, said Deed of Trust being duly of record in the Chancery Clerk's office of Madison County, Mississippi, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, we the undersigned TOM MILLER and LINDA ANN MORRIS do hereby sell, convey and quitclaim unto TOM MILLER and LINDA ANN MORRIS, as joint tenants with full rights of survivorship and not as tenants in common all of our rights, title and interest in and to the following described land and property located and being situated in Madison County, Mississippi, to-wit:

> Lot 11, NORTHWOOD SUBDIVISION, PART 1, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, recorded in Plat Book 5 Page 32.

WITNESS MY SIGNATURE, this the 14th day of

WITNES. 1986.

ATE OF NEW MEXICO

COUNTY OF BERNALILLO
PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named Tom Miller, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and in the year and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 14TH day of September , 1986.

NOTARY PUBLIC

My Commission Expires:

September 23, 1987

STATE OF NEW MEXICO COUNTY OF BERNALILLO

personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named Linda Ann Morris, who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and in the year and for the purposes therein mentioned.

GIVEN under my hand and official seal of, office.on, this

the 14th day of September , 19

NOTARY PUBLIC

My Commission Expires:

<u>September 23, 1987</u>

GRANTOR'S ADDRESS: .
5900 Osuna N.E.
Apartment E
Albuqurque, NM
87109

GRANTEE'S ADDRESS:, \* 5900 Osuna N.E. Apartment E Albuqurque, NM 87109

WD/MILLER.T

Ву....4

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N' THE CHANCERY COURT OF

800K 723 PAGE 533

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SEP 1 6 1986 HINDS COUNTY METERS A TRUE CONTY THE TEN SEE, CHANGE TEN SEE, CHANGE TEN SEE, CHANGE TEN SEE.

NTHE MATTER OF THE STATE OF ETTA ELIZABETH GOODY WINN; DECEASED PETE WOLE, Chancery Clerk

NO. P-2734

W/2 NEY4 " 23-TIN-R4E ORDER APPROVING THE SECOND AND FINAL ACCOUNTING AND CLOSING ESTATE

Coming on to be heard this day the Petition of H. Thomas
Moore III and Neal M. Watts, Co-Administrators of the Estate of
Etta Elizabeth Moody Winn, Deceased, for approval of the Second
and Final Accounting and Closing of said Estate, and the Court
finding the following facts, to-wit:

Ι

On the 16th day of November, 1982, Etta Elizabeth Moody Winn departed this life intestate without surviving spouse.

II

Letters of Administration were issued to H. Thomas Moore III and Neal M. Watts as Co-Administrators of the Estate of Etta Elizabeth Moody Winn, Deceased, on the 7th day of January, 1983.

III

Due Notice to Creditors was published for three consecutive weeks to all persons having claims against said Estate to present the same to the Clerk of this Court for probate and registration which notice was published on January 11, 1983, January 18, 1983, and January 25, 1983 as shown by Proof of Publication filed in this cause on January 31, 1983 and all of the probated claims have been paid.

ī۷

H. Thomas Moore III and Neal M. Watts, Co-Administrators of said Estate, have fully, completely and faithfully administered this Estate by the collection of assets and the payment of debts.

V

The heirs at law and their respective interests in the Estate of Etta Elizabeth Moody Winn; deceased, pursuant to

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BOOK 723 PAGE 534

Sections 91-1-1 et seq. of the Mississippi Code of 1972, as amended, are as follows:

- 1. Daisy Dean Moody Shephard of Oceanside, California, the deceased'd surviving whole blood sister (1/2 interest); and
- 2. the surviving children of Maryanne Moody Moore Kyle, deceased, the deceased's other whole blood sister, namely:
- a. H. Thomas Moore, III of Los Angeles, California (1/8 interest);
- b. Dale Wendell Kyle of Washington, D. C. (1/8 . . . . . interest);
- c. Kimberly Anne Kyle of Kensington, Maryland (1/8) interest); and
- d. Michael Leecraft Kyle of Woodside, New York (1/8 interest).

There are no deceased children of Maryanne Moody Moore Kyle. ůı '

All of the heirs at law, H. Thomas Moore III and Neal M. Watts, Co-Administrators of said Estate and Daisy Dean Moody Shephard, Dale Wendell Kyle, Kimberly Anne Kyle and Michael Leecraft Kyle entered a Family Property Agreement dated as of February 1, 1983 (the "Family Property Agreement") with Edwina Moody Watts whereby all of the heirs at law agreed that the 'estate should be divided as follows:

- 1. Daily Dean Moody Shephard (1/3);
- 2. Edwina Moody Watts (1/3);
- 3. H. Thomas Moore III (1/12);
- 4. Dale Wendell Kyle (1/12);
- 5. Kimberly Anne Kyle (1/12); and
- 6. Michael Leecraft Kyle (1/12).

The Family Property Agreement was filed with this Court on June 16, 1983.

VII

Edwina Moody Watts died testate on July 17, 1983, an adult resident citizen of San Diego, San Diego County, California. The Last Will and Testament and the Codicil thereto of said Decedent

BOOK 723 PAGE 535

was lodged with the Superior Court of California and for the County of San Diego, reference number 27932 on the 17th day of August, 1983. Petition for probate, ancillary in nature, has been filed on the 19th day of April, 1984 in the Chancery Court of the First Judicial District of Hinds County, Mississippi in Cause No. P-3771. Edwina M. Watts in Item 3 of said Last Will and Testament devised and bequeathed all of her property of every nature and every description, real, personal and mixed, and wherever situated and whether acquired before or after the execution of said Last Will and Testament to her sons, Frank Leecraft Watts and Neal Moody Watts, share and share alike. Neal Moody Watts was appointed Executor of the Estate of Edwina M. Watts, Deceased.

VIII

The Co-Petitioners request that the balance of the assets of said Estate be distributed pursuant to the Family Property

Agreement executed by all the heirs at law of said decedent and filed with this Court on the 16th day of June, 1983.

IX

Neither a United States Federal Estate Tax Return nor a State of Mississippi Estate Tax Return need be filed in this matter since the value of the gross estate of the decedent is below the minimum requiring such returns be filed.

X

Attached to said Petition as Exhibit "A" and incorporated herein by reference as fully as if set out herein in words and figures is the Second and Final Accounting of said Estate for the period from November 17, 1983 to December 5, 1984 showing all receipts and disbursements in the income and principal cash account. Said account is in due form and shows the balance on hand of cash and property in the estate as of December 5, 1984 of \$1,191.98. All vouchers for disbursements from the estate are attached to said accounting except the voucher made payable

-in the amount of \$\_

xi BOOK 723 PAGE 536

J. Elbert Bivins, CPA, was employed by said CoAdministrators as accountant for said Estate. Accountant's fees
in the amount of \$550.00 are due to said accountant for services
rendered in this capacity.

XII

H. Thomas Moore III and Neal M. Watts, Co-Administrators of the Estate of said Decedent attached to said Petition as Exhibit "A" and incorporate herein by reference the Second and Final Accounting for filing and approval and would show that after payment of unpaid court costs and agreed accountant's fees in the amount of \$550.00, this estate should be finally closed and the Co-Administrators finally discharged, and any assets of said Estate which remain undistributed should be distributed pursuant to the Family Property Agreement executed by all the heirs at law of said decedent and filed in this cause on the 16th day of June, 1983.

XIII

All the heirs at law of Etta Elizabeth Moody Winn, deceased, namely, Daisy Dean Moody Shephard, H. Thomas Moore, III, Dale Wendell Kyle, Kimberly, Anne Kyle and Michael Leecraft Kyle and Weal Moody Watts, acting in his capacity as Executor of the Estate of Edwina M. Watts, Deceased, have joined the Petitioners in said Petition by execution of a joinder in said Petition filed herein.

This Court authorizes the payment of accountant's fees in the amount of \$550.00 to J. Elbert Bivins CPA, the payment of any unpaid court costs, and accepts for filing and approves the Second and Final Accounting attached to said Petition as Exhibit "A" and incorporated herein by reference; approves the distribution of all remaining assets in said Estate pursuant to the Family Property Agreement joined in by all of the heirs at law of said decedent and filed in this cause on the 16th day of

800K 219 PAGE 708

800K 723 PAGE 537

June, 1983; and hereby closes this Estate and discharges the Co-Administrators from any further liability or obligations herein.

ORDERED, ADJUDGED AND DECREED, this the 3/2 day of

Otoher\_ , 1985.

CHANCELLOR Alefander

Jonell B. Williamson
WATKINS LUDLAM & STENNIS
2000 Deposit Guaranty Plaza
Post Office Box 427
Jackson, Mississippi 39205
(601) 354-3456

-BOOK 219 PAGE 709 CERY COURT OF THE FIRST JUDICIA OF, HINDS COUNTY, MISSISSIPPI ATTEST A TRUE COPY

By IN THE WALLEST OF CITHE ESTATE OF ETTA ELIZABETH MOODY WINN, DECEASED PETE MCGEE, Chancery Clerk

W/Z NEY4 23 -TIIN- R4E

# FAMILY PROPERTY AGREEMENT

AGREEMENT made as of February 1; 1983 between Edwina Moody Watts of San Diego, California, Daisy Dean Moody Shephard of Oceanside, California, H. Thomas Moore, III of Los Angeles, California, Dale Wendell Kyle of Washington, D.C., Kimberly Anne Kyle of Washington, D.C. and Michael Leecraft Kyle of Woodside, New York (the "Agreement").

The parties recite and declare that:

- Etta Elizabeth Moody Winn, formerly of 405 Hartfield Street, City of Jackson, County of Hinds, State of Mississippi, died intestate on November 16, 1982, without issue and without surviving spouse leaving an estate consisting of real and personal property (the "Estate").
- Etta Elizabeth Moody Winn, deceased, was survived by a whole blood sister, Daisy Dean Moody Shephard; a half sister, Edwina Moody Watts; and the surviving children of Maryanne Moody Moore Kyle, the deceased's whole blood sister, who are H. Thomas Moore, III, Dale Wendell Kyle, Kimberly Anne Kyle, and Michael Leecraft Kyle. There are no deceased children of Maryanne Moody Moore Kyle.
- The administration of the Estate is now pending in the 3. Chancery Court of the First Judicial District of Hinds County, Mississippi in the present styled and numbered action. H. Thomas Moore, III and Neal M. Watts are Co-Administrators of the Estate. The deceased's sole and only heirs at law are Daisy Dean Moody Shephard, H. Thomas Moore, III, Dale Wendell Kyle, Kimberly Anne Kyle and Michael Leecraft Kyle.

In consideration of the love and affection which existed between the deceased and her half sister, Edwina Moody Watts and in consideration of the love and affection existing between

Edwina Moody Watts and the deceased's heirs at law and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the release of all claims which Daisy Dean Moody Shephard, H. Thomas Moore, III, Dale Wendell Kyle, Kimberly Anne Kyle, Michael Leecraft Kyle and Edwina Moody Watts have to the Estate, the undersigned agree as follows:

- A. The Estate of Etta Elizabeth Moody Winn, both real and personal, after all debts, expenses of administration, including reasonable attorney's fees for administering this settlement, and all taxes, including inheritance and estate taxes, have been paid, shall be divided in three equal shares as follows:
- (1) one share to Daisy Dean Moody Shephard (equaling 1/3 of Estate);
- (2) one share to Edwina Moody Watts (equaling 1/3 of Estate); and
- ' (3) one share to be distributed equally among the following:
  - (i) H. Thomas Moore, III (equaling 1/12 of Estate),
  - (ii) Dale Wendell Kyle (equaling 1/12 of Estate),
  - (iii) Kimberly Anne Kyle (equaling 1/12 of Estate), and
  - (iv) Michael Leecraft Kyle (equaling 1/12 of Estate).
- B. The undersigned parties to this Family Property
  Agreement do hereby individually and collectively release and
  relinquish any and all claims, causes of actions, debts and
  demands, both at law and in equity, which he or she has to the
  property, real and personal, constituting the Estate.
- C. The undersigned parties understand and acknowledge that the present court has not directed the execution of this Agreement, and it is done voluntarily on the part of each party hereto. To the extent the distribution of the Estate set forth in the Agreement is authorized by the court the undersigned hereby empower the Co-Administrators of the Estate to distribute the Estate according to the provisions of this Agreement. In so distributing the Estate pursuant to the Agreement, Co-Administrators

shall exercise the full power and authority granted them as

Co-Administrators of the Estate. To the extent that a court

ordered distribution of the Estate is inconsistent with any

provision of the Agreement, each undersigned party agrees to

execute such deeds, bills of sale and any other documents of

conveyance necessary to effectuate the distribution of the Estate

set forth in the Agreement.

- D. The undersigned parties acknowledge that they have no legal obligation or duty to execute this Agreement; that they have been fully informed and advised of their respective rights to the Estate, each having consulted independent counsel; and that they voluntarily entered this Agreement.
- E. In the event that any party to the Agreement becomes deceased or incapacitated or assigns his or her rights under this Agreement prior to the distribution of the Estate pursuant to the Agreement, then the Agreement shall extend to and continue for the benefit of the heirs, personal representative, assigns and successors of such party.
- F. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall not take effect unless and until all parties hereto have executed the Agreement by signing same and obtaining acknowledgment of their signatures.

IN WITNESS WHEREOF, the parties have executed this document dated as of February 1, 1983.

Daisy Dean Moody Shephara

Dale Wendell Kyle

Lokedwina Moody Watts & Hertha

Kimberly Ann Kyl

St. Malloalica II

Michael Leecraft Ky

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# CONSENT AND APPROVAL OF CO-ADMINISTRATORS

H. Thomas Moore, III and Neal M. Watts, Co-Administrators of the Estate of Etta Elizabeth Moody Winn, deceased, hereby consent to and approve this Family Property Agreement and the provisions contained Herein and accept their duties under this Agreement and promise to perform the same faithfully.

H. Thomas Moore, III

NEAL M. Watts

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Daisy Dean Moody Shephard, being first duly sworn by me, stated on her oath that she executed the above and foregoing agreement and that the matters and things contained therein are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the and ay of \_, 1983.,

My Commission Expires:

Defahes 14 1983

OFFICIAL SEAL RENEE L. HIGLEY

STATE OF
COUNTY OF the undersigned authority in
Personally appeared before me, the undersigned authority in personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Edwina Moody and for the jurisdiction aforesaid, the within named Edwina Moody
executed the above and foregoing days and correct as therein and things contained therein are true and correct as therein
SWORN TO AND SUBSCRIBED BEFORE ME, this the day of.
, 1983.
, ,
Notary Public
My Commission Expires:
STATE OF CALIFORNIES .
COUNTY OF LOS MIGHES
the understand
and for the jurisdiction aforesatu, the moore, III, being first duly sworn by me, stated on his oath that
Moore, III, being first duty beautiful and that the he executed the above and foregoing agreement and that the
he executed the above and folegoing are true and correct as
he executed the above and rozogoup.  matters and things contained therein are true and correct as
"therein stated.  SWORN TO AND SUBSCRIBED BEFORE ME, this the 10 day of
Tune, 1983.

My Commission Expires:

.

#### DISTRICT OF COLUMBIA

personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Dale Wendell Kyle, being first duly sworn by me, stated on his oath that he executed the above and foregoing agreement and that the matters and things contained therein are true and correct as therein stated.

· SWORN TO AND SUBSCRIBED BEFORE ME, this the 19 day of

<u>Maisch</u>, 1983.

My Commission Expires:

My Commission Lay'res April 30, 1985

STATE OF MARYLAND GOOGLES.

on Expires:

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Kimberly Anne Kyle, being first duly sworn by me, stated on her oath that she executed the above and foregoing agreement and that the matters and things contained therein are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 17 day of

Notary Public

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800K 219 PAGE 715

STATE OF NEW YORK MONTENEY

personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Michael Leecraft Kyle, being first duly sworn by me, stated on his oath that he executed the above and foregoing agreement and that the matters and things contained therein are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the gw day of Macil , 1983.

Notary Public "

My Commission Expires:

STATE OF CALIFORNIA COUNTY OF LOS THEELES

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named H. Thomas Moore, III, being first duly sworn by me, stated on his oath that he executed the above and foregoing agreement and that the matters and things contained therein are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the Aday of

Tune, 1983.

My Commission Expires:

ary/Public

Notary Public, State of New York
No. 2622400

Commission Expires March 30

STATE OF CALIFORNIA ) COUNTY OF SAN DIEGO )

On April 29, 1983, before me, the undersigned Notary Public in and for the County of San Diego, State of California, personally appeared NEAL M. WATTS, known to me to be the person whose name is subscribed to the within instrument, and stated on his oath that he executed the above and foregoing agreement and that the matters and things contained therein are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this 29th day of April, 1983.

OFFICIAL SEAL DONNA J LUKASKY NOTARY PUBLIC - CALIFORNIA SAU DIECO COUNTY My comm. expires MAR 6, 1987

[SEAL]

STATE OF CALIFORNIA COUNTY OF SAN DIEGO )

On April 29, 1983, before me, the undersigned Notary Public in and for the County of San Diego, State of California, personally appeared EDWINA MOODY WATTS, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and stated on her oath that she executed the above and foregoing agreement and that the matters and things contained therein are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this 29th day of April, 1983.

OFFICIAL SEAL DONNA J LUKASKY NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY comm. expires MAR 6, 1987

[SEAL]

said County

Prepared By: Richard G. Cowart, Esq. WATKINS LUDLAM & STENNIS P. O. Box 427 2000 Deposit Guaranty Plaza Jackson, MS 39205 (601) 354-3456

STATE OF MISSISSIPPI, County of Madison:

By D. Wieght D.C.

BILLY V. COOPER, Clerk

#### 800x 219 ms:717

RELEASE FROM DELINQUENT TAX SALE

DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON



I. Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from Stennisa 92/100 htteiis the sum of Clase hundred thirty tone & DOLLARS (S. being the amount necessary to redeem the following described land in said County and State, to-wit: RANGE ACRES TWP ·SEC. DESCRIPTION OF LAND Which said land assessed to Bradley 1920, to. 25 day of Cliques taxes thereon for the year 1900, 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 Soptombie 19 <u>Ne</u> \_ Billy V. Cooper, Chancery Clerk, Ву. STATEMENT OF TAXES AND CHARGES (1) State and County Tax Sold for (Exclusive of damages, penalties, fees)
(2) Interest (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll, \$1,00 plus 25cents for each separate described subdivision S1 00 each. Printer's Fee for Advertising each separate subdivision (5) Clerk's Fee for recording 10cents and Indexing 15cents each subdivision. Total 25cents each subdivision. (6) Tax Collector--For each conveyance of lands sold to indivisduals S1 00 TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR 5.49 (9) 5% Damages on TAXES ONLY. (See Item 1) (10) 1% Damages per month or fraction on 1985 taxes and costs (Item 8 -: Taxes and \_\_\_\_ Months\_ (11) Fee for recording redemption 25cents each subdivision (12) Fee for indexing redemption 15cents for each separate subdivision (13) Fee for executing release on redemption [14] Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457 ). \$2.00<sup>1</sup> (15) Fee for issuing Notice to Owner, each\_ \_@ \$2,50 each (16) Fee Notice to Lienars\_ (17) Fee for mailing Notice to Owner\_ (18) Sheriff's fee for executing Notice on Owner if Resident (19) 1% on Total for Clerk to Redeem (20) GRAND TOTAL TO REDEEM from sale covering 19 taxes and to pay accrued taxes a STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clark of the Chancery Court of Said County, certify that the within Instrument was filed for recorded in my office this. 19. day of ... SEP 24 1986 ... 19. ... Book No ... or long Page ... in my office. BILLY V. COOPER, Clerk
By Windth ,p.c. Thomas and

#### POSSESSION STATEMENT

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STATE OF MISSISSIPPI COUNTY OF MADISON

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I, FRED WATFORD, being of sound mind and memory and being over the age of twenty-one (21), do make the following statement concerning the following described land lying in Madison County, Mississippi, to wit:

#### Township 9 North, Range 2 East

. Section 15: Five (5) acres off the north end of the NW1 of the SW1 and 30 acres off of the north end of the NW1 of SW1 and the S1 of S1 of the NW2, containing 75 acres, more or less.

My present home is located in Madison County, Mississippi, on Highway 22 west of Canton, being approximately two (2) miles from the City of Canton, and near the above described land. The earliest owner of the above described land that I can remember was Mr. T. H. Riddell who owned said land until sometime in October of 1945, when Mr. Riddell sold the land to M. A. Savino and his wife, Mrs. Thelma Savino. Mr. Riddell, while he owned the land, farmed the land all the way down into the south fence line of the property which said fence is still standing. This fence was considered by Mr. Riddell to be the south property line of the five acres off the north end of the NW: of the SWł. When Mr. Savino bought the land from Mr. Riddell, he bought up to the fence lines and farmed the same land that Mr. Riddell had farmed, which again was up to the fence line, and which represented the south boundary line of the above described property. Nothing was ever said by either property owner or adjoining owners to dispute where the south property line lay. It was always understood that the fence was the south boundary line of the above described property. Mr. Savino and his wife both died and left the said property to the sister of Mrs. Thelma Savino, Sybil Lynch, sometime around 1980.

Miss Sybil Lynch also claims the above described land and recognizes the fence line running on the south line of said property to be the boundary line of said property. While Miss Lynch owned the land, she leased out some of it for farming and all the farming activities have included and run up to the fence line. All of the landowners in this area have always recognized

#### BOOK 219 PAGE 719 .

that the fence represented the south line of the Riddell-Savino-Lynch property, and this has never been disputed to my knowledge by anyone in the community.

Sometime in 1981, Miss Sybil Lynch sold the above described property to her brother, L. C. Lynch, and his wife, Mitchell Lynch. L. C. Lynch and his wife, Mitchell Lynch, claimed and used in various forms all of the above described lands and also recognized the fence line to be the southern boundary of the above described land, and particularly to be the south line of that part of the above description described as the "Five (5) acres off the North end of the NW1 of the SW1 of Section 15, Township 9 North, Range 2 East."

The land that lies south of the fence, that is the fence that has always been recognized as the boundary line for the south part of the Riddell-Savino-Lynch property, belonged to Gus Lavender up until he died. After Mr. Lavender died, it was sold to Joe Hardy around 1949, and Mr. Hardy owns and farms the land south of the fence, and has never questioned, to my knowledge, the location of the fence, but in fact has recognized it as the boundary line between his property and the Lynch property.

I am very sure of all that I have heretofore said because at one time I operated a "rolling store" which was a small business that was conducted out of a truck, and quite often I passed by the land hereinabove described. This was sometime in the 30's and 40's. I also farmed hearby and saw the above owners of the land always use the land right up to the fence line. They never stopped short, but always farmed right up to the fence line. That is, the owners that owned to the north of the fence, and Mr. Hardy who owned to the south of the fence. To my knowledge, no one has ever claimed the captioned land adversely to the previous owners, that is Mr. Riddell, Mr. and Mrs. Savino, and Sybil Lynch, and no one now claims the land adversely to the Mitchell Lynch family.

WITNESS MY SIGNATURE on this the 26th day of August , 1986.

FRED WATFORD

TO AND SUBSCRIBED before me on this the \_26th day of \_August\_\_, 1986.

JAMELLIN

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#### CORROBORATING AFFIDAVIT

STATE OF MISSISSIPPI COUNTY OF MADISON

GEORGE HEINDL, of lawful age, being first duly sworn upon his oath states that the information given the above and foregoing affidavit made by Fred Watford is true, to the personal knowledge of this Affiant.

GEORGE HEINDL

SWORN TO AND SUBSCRIBED before me on this the 27th day of August

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NOTARY PUBLI

Y COMMISSION EXPIRES:

September 22, 1989

STATE OF MISSISSIPPI, County of Madison:

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STATE OF MISSISSIPPI COUNTY OF MADISON

JERRY A. EAKIN & WIFE, RUTH A. EAKIN

JERRY A. EAKIN & WIFE, RUTH A. EAKIN, AS JOINT TENANTS

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 are hereby acknowledged, and for the specific purpose of creating a joint tenancy, we, Jerry A. Eakin and wife, Ruth A. Eakin, hereby bargain; sell, convey and warrant to JERRY A. EAKIN AND WIFE, RUTH A. EAKIN, AS JOINT TENANTS with the rights of survivorship and not as tenants in common, the following described property, together with all improvements, hereditaments and appurtenances located thereon and thereon belonging, located and situated in the TOWN OF MADISON, MADISON COUNTY, MISSISSIPPI, to-wit:

Lot No. 1 of COLONIAL VILLAGE, PART 1., as recorded in Plat Book B, Page 64 of the records of Maps and Plats of land in the Chancery Clerk's Office of Madison County, Mississippi.

The above warranty is subject to the Subdivision Covenants and Restrictions for COLONIAL VILLAGE, PART 1. as shown by instrument dated June 5, 1984, filed June 6, 1984, and recorded in Madison County Land Deed Book 536, Page 571 thereof.

WITNESS OUR SIGNATURES, this 30 nof July, 1986.

ADDRESS OF GRANTORS AND GRANTEES:

STATE OF MISSISSIPPI COUNTY OF <u>Attala</u>

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, JERRY A. EAKIN AND WIFE, RUTH A. EAKIN, who each and severally acknowledged that they signed and delivered the foregoing Warranty Deed, and at the time therein named as their own free act and deed,

GIVEN UNDER my hand and Seal of Office, this the 30

July, 1986

NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 19, 1988

#### AFFIDAVIT OF HEIRSHIP

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above mentioned jurisdiction, KATIE MAE YALMER \_\_\_\_, who being by me first duly sworn did state under oath as follows:

- 1. That he/she was familiar with Estelle Palmer having known her for approximately 50 years. That Estelle Palmer died during the year 1965 and that so far as is known by the Affiant, Estelle Palmer did not leave a will and did die intestate.
- . 2. That at the time of her death Estelle Palmer was a widow her husband having predeceased her.
- That Estelle Palmer had born to her during her. lifetime two (2) children, namely, Marie Palmer (Dyson) and Clarence Palmer.
- 4. This affidavit is given in regard to that certain one acre of land evenly off the north end of the following:

A strip of land 2.4 chains evenly off the west side of Lot 4, Block 12 of Highland Colony, containing in all 2.5 acres more or less and being situated in the SW1/4 NE1/4, Section 19, Township 7 North, Range 2 East, Madison County, Mississippi

WITNESS MY SIGNATURE on this the 19 day of \_\_, 1986.

Katie Mas Kalner

CHODN TO AND SUBSCRIBE	D BEFORE ME, on this the 1970
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day of SEPTEMBL	, 1986.
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	NOTARY PUBLIC
MY COMMISSION EXPIRES:	
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STATE OF MISSISSIPPI, County of Madison: ... day of .. SEP. 2.4 .1986 ....., 19....., Book No. 7.7. on Page . 2.3 in gal of office, this the . . . . . of . . . SEP 24 1986 . . . , 19 . . . . BILLY V. COOPER, Clerk

By D. Wright D.C.

# 800K 219 PAGE 724

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#### QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, MARIE DYSON and CLARENCE PALMER, Grantors, do hereby remise, release, convey and forever quitclaim unto BETTY JO PALMER, Grantee, all of our estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

One (1) acre evenly off of the North end of the following:

A strip of land 2.4 chains evenly off the West side of Lot 4 of Block 12 of Highland Colony, containing in all 2.5 acres, more or less, and being situated in the SW1/4 of NE1/4 of Section 19, Township 7 North, Range 2 East, Madison County, Mississippi.

LESS AND EXCEPT:

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One third of an acre out of the Northeast corner of said one acre, said one third acre having been deeded to Alfred Palmer by deed recorded in Book 91 at page 274 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

September, 1986.

mare Dyson

CLARENCE PALMER

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named MARIE DYSON and CLARENCE PALMER, who stated and acknowledged to me that they did sign and deliver the above

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and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1971 day of SEPTEMBER, 1986.

MY COMMISSION EXPIRES: .

1-19-81

GRANTOR: GRANTOK: Ridgelano Ave · Ridgelano, Ms 39157 GRANTEE: RugelmoAve. Rugelmo, MS

STATE OF MISSISSIPPI, County of Madison:

TE OF MISSISSIPPI, County of Madison;

I, Bij Now Cooper, Mark of the Chancery Court of Said County, cartify that the within instrument was filed recorded the my office this day of SEP 24 1986 ..., 19. ..., at 3 450'clock ... f. ... M., and duty recorded soit the day of SEP 24 1986 ..., 19. ..., Book No. 2 7 on Page ... SEP 24 1986 ... 19. ... SEP 24 1986 ... 19. ...

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BOOX 219 PASE 726
RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

STATE OF MILLSON, The County	ond State	aforesaid.	having this day	y received from
I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County	, AA	Q10100000		
Milliona, Cr. Million	<u> </u>	_		
ne sum of forty-weight 23/100		101-10	DOLLARS (S.	71.601
e sum of torty-www 4 2 100 eing the amount necessary to redeem the following described land in s	aid County	and State,	RANGE	ACRES
DESCRIPTION OF LAND	SEC.			
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1a front 431.9 ft on 9115	- <del> </del>			}
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Which said land assessed to Melina (1. N	wa	<u>044 - 1</u>		<del></del>
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20 day, bi	claim or title	of said pu	rchaser on acc	count of said sale.
taxes thereon for the year 19 oh hereby release said land from all taxes thereon for the year 19 oh hereby release said land from all taxes thereon for the year 19 oh hereby release said land from all taxes thereby release said land from all taxes the said land from all taxes thereby release said land from all taxes the said land from al	al of said of	fice on this	the	day of
NWITNESS WHEREOF, I have hereunto set my signature and the signature of th	ncery Cleri	k. 1/1		
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SEAL)				- 0
STATEMENT OF TAXES AND	CHARGES			_s <u>.35.64</u> _
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S1,00 plus 25cents for each separate described subdivision	Total 25	Scents each	subdivision	s
(5) Printer's Fee for Advertising each separate subdivision  (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision.	011, 10tel 2.			\$
(6) Clerk's Fee for recording 10cents and indexing 15cents each substitute.  (7) Tax CollectorFor each conveyance of lands sold to indivisduals S1.				_s <u>#1.19</u>
TAXES AND COSTS AFTER SALE BY TAX COLLEGIO.				s <u>1.78</u> _
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(9) 5% Damages on TAXES ONLY, (See Item 1)  (10) 1% Damages per month or fraction on 1985 taxes and costs (Item			<u></u>	s <del>.4!</del>
Months				s <u>45</u> _
(11) Fee for recording redemption 25cents each subdivision				s <u>15</u> _
and a second section 15cents for each separate second	<del>-:                                    </del>			s <u></u> .
(13) Fee for executing release on redemption	e Bill No. 4	57.}		s
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(18) Sheriff's fee for executing Notice on Owner it			TOTAL	<u>\$</u>
				s <u>-15 22</u>
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STATE OF MISSISSIPPI, County of Madison:	•			
STATE OF MISSISSIPPI, County of Madison:  I, Billy V. Cooper, Clerk of the Chancery Court of Said	County,	certify th	et the within	instrument was the
for record in my office this 24, day of . SEP 24 1986	, 19. 9			The state of the s
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was duty recorded on the	.crp 9	4 1986	10	
my office.  Witness my familiar sealer office, this the of	ALC. M. RI	F. 1300. 1 LLY V. C	OOPER, Cler	k ,
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#### WARRANTY DEED

WARRANTY DEED	٠.
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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00),	EXEL
cash in hand paid and other good and valuable considerations, the	,
receipt and sufficiency of all of which is hereby acknowledged,	-
Karl M. Banks whose mailing address is,	
, does hereby sell, convey and warrant	
unto Walter Jones whose mailing address is 509 Dobson Street,	•
Canton, MS 39046 , the following described land and	
property located and situated in the of Madison County,	
Mississippi, to-wit:	

A Lot or parcel of land fronting 70.0 feet on the West side of Dobson Avenue, in the City of Canton, Madison County, Mississippi, and being more particularly described as from a stake at the Southwest corner of Lot No. 79 on the East side of North Liberty Street and from said point run thence South 86 degrees 37' East for 200.0 feet along the North line of Doherty Street; thence running North 17 degrees 50' East for 10.3 feet; thence running South 86 degrees 37' East for 200.0 feet along the North side of said Doherty Street to its intersection with the West line of Dobson Avenue; thence running North 17 degrees 50' East for 75.7 feet to the Southeast corner and Point of Beginning of Lot being described, and from said point of beginning run thence North 17 degrees 50' East for 70.0 feet along the West side of said Dobson Avenue to the Northeast corner of tract being described; thence running North 86 degrees 37' West for 133.0 feet; thence running South 17 degrees 50' West for 70.0 feet; thence running South 86 degrees 37' East for 133.0 feet to the Point of Beginning, and all being a part of that certain lot as per deed of record in Book 90 at Page 209 of the records of the Chancery Clerk of Madison County, Mississippi, and all of said property being situated in the City of Canton, Madison County, Mississippi. being .. Mississippi.

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

THIS CONVEYANCE is subject to any and all recorded building restrictions, right-of-ways, essements or mineral reservations applicable to the above described property.

WITMESS MY SIGNATURE , 1986.

the

of

STATE OF MISSISSIPPI COUNTY OF HINDS.....

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, 'the within named, Karl M. Banks who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purpose therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME this 23 tof day tof September, 1986.

NOTARY PUBLIC

My Commission Expires:

10/23/87

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#### CONSERVATOR'S DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100

DOLLARS (\$10.00), cash in hand paid, and other and good valuable consideration, the receipt and sufficiency of all of which are both hereby acknowledged, and pursuant to the authority contained in the Decree of the Chancery Court of the First Judicial

District of Hinds County, Mississippi, dated Sat. 13, 1986, 1986, and entered in Cause No. P-3711, the undersigned ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr., Grantor, does hereby sell, convey, and warrant unto BRENT L.

JOHNSTON, Grantee, all of the right, title, and interest of Ross R. Barnett, Sr., in and to the following described land and property lying and being situated in the City of Madison, Madison County, Mississippi, more particularly described as follows, to-wit:

Commence at the corner common to Sections 20, 21, 28, and 29, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 89 degrees 53 minutes east and along a line common to Section 21 and 28 for a distance of 2,645.7 feet to a point on the west line of the West Half of the Southeast Quarter of west line of the West Half of the west Half of the east and along said west line of the West Half of the Southeast Quarter of Section 21 for a distance of Southeast Quarter of Section 21 for a distance of 1,192.3 feet to a point on the north boundary of Tide Nater, Part Two, a subdivision in said Section 21, according to a map or plat thereof on file and of record in Plat Cabinet B at Slot 74 in the office of the Chancery Clerk at Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description, said point being 47.8 feet due east of the northwest corner of said Tide Water, due east of the northwest corner of said Tide Water, and the content of the point of beginning of the parcel of 14.9 feet to the point of beginning of the parcel of land described as follows:

Run thence north 00 degrees 32 minutes west and

Run thence north 00 degrees 32 minutes west and along an existing fence for a distance of 1,449.2 feet to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 21; run thence north 89 degrees 54 minutes east and along the north line of said Northwest Quarter of the Southeast Quarter of said Section 21 for a distance of 1.324.6 feet to a concrete Section 21 for a distance of 1.324.6 feet to a concrete Monument at the northeast corner; run thence south 03 monument at the northeast corner; run thence south 01 distance of 537.1 feet to a point; run thence south 01 degrees 14 minutes west along an existing fence for a degrees 14 minutes west along an existing fence for a distance of 915.7 feet to a point; run thence due west for a distance of 35.9 feet to the northeast corner of said Tide Water, Part Two; continue thence due west and

#### 800K 219 PAGE 730

along the north boundary of said Tide Water. Part Two for a distance of 1,284.7 feet to the point of beginning.

The above described parcel of land is located in the East One Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 21, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 44.47 acres, more or less.

This conveyance is made subject to all mineral reservations, easements, dedications, rights-of-way, building restrictions, and restrictive covenants of record that pertain to the above-described property.

Ad valorem taxes for 1986 shall be prorated between Grantor and Grantee as of the date of this Deed.

WITNESS the signature of the undersigned, as of the

September \_, 1986.

> ance ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr.

STATE OF MISSISSIPPI COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr., who acknowledged to me that being duly authorized so to do, he signed, executed, and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL of office, this the 23 day , 1986.

My Commission Expires:

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B472X

Address of Grantor:

Ross R. Barnett, Jr. 501 South State Street Jackson, MS 39201

Address of Grantee:

Brent L. Johnston P. O. Box 12618 Jackson, MS 39211

STATE OF MISSISSIPPI, County of Madison	STATE	OF MISSISSIPPI	County of	Madison
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I. Billy V. Cooper, Clerk of the	Chancery Court of Said County, certify t	that the within instrument was filed
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BILLY V. COOPER, Clerk

DEED

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FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency all of which are both hereby acknowledged, the undersigned ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr., ROSS R. BARNETT, JR., Individually, and VIRGINIA BARNETT BRANUM, Grantors, do hereby sell, convey, and warrant unto BRENT L. JOHNSTON, Grantee, all of the right, title, and interest of the Grantors in and to the following described land and property lying and being situated in the City of Madison, Madison County, Mississippi, more particularly described as follows, to-wit:

Commence at the corner common to Sections 20, 21, 28, and 29, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 89 degrees 53 minutes east and along a line common to Sections 21 and 28 for a distance of 2,645.7 feet to a point on the west line of the West Half of the Southeast Quarter of said Section 21; run thence north 00 degrees 04 minutes east and along said west line of the West Half of the Southeast Quarter of Section 21 for a distance of 1.192.3 feet to a point on the north boundary of Tide Water, Part Two, a subdivision in said Section 21, according to a map or plat thereof on file and of record in Plat Cabinet B at Slot 74 in the office of the Chancery Clerk at Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description, and the point of beginning of the parcel of land described as follows:

Run thence due West and along said North boundary of Tide Water, Part Two, for a distance of 32.9 to the Northwest corner of said subdivision; leaving said Northwest corner, and run thence South 01 degrees 10 minutes East and along the West boundary of said Tide Water, Part Two, for a distance 223.2 feet to a point; run thence South 88 degrees 50 minutes West for a distance of 796.5 feet to a point; run thence South 33 degrees 38 minutes West for à distance of 306.6 feet to a point on the North right-of-way line of Tide Water Lane, a public road, as said North right-of-way line is now (September, 1986) laid out and established 30 feet North of the center of said road, said point being also in a curve to the left having a partial central angle of 14 degrees 54 minutes and a radius of 1329.61 feet; run thence along said North right-of-way line, and said curve to the left for an arc distance of 345.95 feet (chord bearing and distance North 63 degrees 49 minutes West, 345.0 feet) to a point; leaving said North right-of-way line of Tide Water Lane, and run thence North 27 degrees 46 minutes East for a distance of 219.9 feet to a point; run thence North 51 degrees 04 minutes East for a distance of 138.4 feet to a point; run thence North 51 degrees 04 minutes East for a distance of 138.4 feet to a point; run thence North 66

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# BDOX 219 PAGE 732

degrees 36 minutes East for a distance of 138.4 feet to a point; run thence North 82 degrees 07 minutes East for a distance of 138.4 feet to a point; run thence North 89 degrees 53 minutes East for a distance of 763.3 feet to a point; run thence South 00 degrees 32 minutes East for a distance of 127.0 feet to a point on the North boundary of said Tide Water, Part Two; run thence due West and along said North boundary of Tide Water, Part Two, for a distance of 14.9 feet to the point of beginning.

The above described parcel of land is located in the Southwest Quarter (SW 1/4) and in the Southeast Quarter (SE 1/4) of Section 21, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 463839 square feet or 10.65 acres, more or less.

Pursuant to the authority contained in the Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, dated <u>Set 18,1986</u>, and entered in Cause No. <u>P-3711</u>, Ross R. Barnett, Jr., Conservator of Ross R. Barnett, Sr., joins in this conveyance as such Conservator to convey to Brent L. Johnston, Grantee, all of the right, title, and interest of Ross R. Barnett, Sr., in and to the above-described property.

This conveyance is made subject to all mineral reservations, easements, dedications, rights-of-way, building restrictions, and restrictive covenants of record that pertain to the above-described property.

Ad valorem taxes for 1986 shall be prorated between the Grantors and Grantee as of the date of this Deed.

witness the signatures of the undersigned, as of the 2322 day of September, 1986.

ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr.

ROSS R. BARNETT, JR., Individually

Virginia Basnell Brances.

STATE OF MISSISSIRPL

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr., who acknowledged to me that being duly authorized so to do, he signed, executed, and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL of office, this the , 1986.

My Commission Expires: My Commission Expires Jan. 6, 1930

STATE OF MISSISSIPPI COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROSS R. BARNETT, JR., Individually, who acknowledged to me that he signed, executed, and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL of office, this the 👱 , 1986.

My Commission Expires: My Commission Expires Jan. 6, 1990

STATE OF <u>Hull Carolina</u>
COUNTY OF <u>Buncombe</u>

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, VIRGINIA BARNETT BRANUM, who acknowledged to me that she signed, executed, and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

of <u>September</u>, 1986.

Phyllis P.
NOTARY PUBLIC

My Commission Expires:

My Commission Expires on August 6, 1991.

B472Y

Address of Grantors:

Ross R. Barnett, Jr. 501 South State St. Jackson; MS 39201

Address of Grantee:

Brent L. Johnston P. O. Box 12618 Jackson, MS 39211

By D. Weight D.C.

-4-

RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL)

DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

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