## POR **226** PAGE 100

INDEXECT

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, MARY DANCY DIVINE KRAFT (hereinafter referred to as "Grantor"), does hereby sell, convey and warrant one-half (1) of Grantor's entire remaining interest (prior to the execution of this Warranty Deed), more specifically described as a ten percent (10%) interest as tenant in common unto the "Janice Marie Kraft Trust," and one-half (1) of Grantor's entire remaining interest (prior to the execution of this Warranty Deed), more specifically described as a ten percent (10%) interest as tenant in common unto the "Mary Elizabeth Kraft Trust," both of which trusts were created by Irrevocable Trust Agreement dated the 23rd day of May, 1984, and recorded in Book 535 at Page 679 in the records of the Chancery Clerk of Madison County, Mississippi, in the land and property lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Ei of Wi, Section 11, Township 9 North, Range 3 East, containing 160 acres, more or less;

LESS AND EXCEPT, All of that part of the NE! NW! of Section 11, Township 9 North, Range 3 East, that lies north of the public road; and

|| \|

point of beginning, containing 5.06 acres, more or less, and being situated in the East 1 of the Northwest 1 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi.

Prior to the execution of this Warranty Deed, it is the understanding of Grantor that Grantor possesses a twenty percent (20%) interest as a tenant in common in the above-mentioned property. Notwithstanding the contingency that Grantor may possess an interest which is more or less than twenty percent (20%) in the above-mentioned property as tenant in common or in any other form of ownership, it is the intention of Grantor to convey Grantor's entire interest in the above-mentioned property in equal shares to the "Janice Marie Kraft Trust" and the "Mary Elizabeth Kraft Trust," by execution of this Warranty Deed.

WITNESS THE SIGNATURE of Grantor, this the 9 day of 1987.

Man Ang Michae Kraft
Mary Dancy Divine Kraft

STATE OF MISSISSIPPI

COUNTY OF MADISON ...

personally came and appeared before me, the undersigned authority in and for the above jurisdiction, the within named MARY DANCY DIVINE KRAFT, who, being by me first duly sworn, on oath did state that she signed and delivered the above and foregoing instrument on the day and year therein first written.

CIVEN under my hand and official seal of office, this the day of the day of the day and personal seal of office, this the

Billy V. Coops Chancay Cark Notary Public By: Kargory D.C.

My Commission Expires:

Grantor's Address

Mary Dancy Divine Kraft 644 Kathy Circle Canton, Mississippi 39046

Grantee's Address

Janice Marie Kraft Trust Mary Elizabeth Kraft Trust 644 Kathy Circle Canton, Mississippi 39046

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## BOCK 226 PAGE 102

### 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, W. D. AKINS AND R. N. EDMONDS, Grantors, do hereby convey and forever warrant unto THOMAS W. HACKLER AND MAE B. HACKLER, Grantees, as joint tenants with full rights of survivorship and not as tenants in common the following described real property lying and being situated in Madison County, Mississippi, to wit:

Lot 20 Block 8, Academy Park Subdivision, in the City of Canton, Madison County, Mississippi, as per plat of record 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. County of Madison ad valorem taxes for the year 1987, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: 3 mo.; Grantees: 9 mo.
  - 2. City of Canton, Mississippi, Zoning Ordinance.
- 3. Prior mineral reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 5. Restrictive covenants of record in Book 386 at page 481 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 6. A utility and/or sewer easement on the north end of subject property as shown on Plat of Academy Park Subdivision in the office of the aforesaid clerk.

The subject property is no part of the homestead of either of the Grantors.

WITNESS OUR SIGNATURES on this the gal day of Bree\_, 1987.

W. D. Akins

R. D. Comordo

R. N. Edmonds

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named W. D. AKINS AND R. N. EDMONDS, 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 grade day of which the grade day

NOTARY PUBLIC C Trans

Y COMMISSION EXPIRES:

GRANTOR:

GRANTEE:

B3040801 5695-1 (RE) /13,235

A SECTED Stores	*		,	
STATE OF MISSISSIPPI, Cour	ity of Madison:			
OF Cir Billy W. Cooper, Clerk	of the Chancery Court of	f Said County, certify	that the within instrume	ent was filed
Contract of the second	9 (boxic	7 10 87	. 245 araian n	NA and
Tof recording office this	ו day of אינויילין	( , 19. <i></i> , ( . , i	it. T T. O Clock 7	···· Wing and
Top record in my office this was duly recorded on the	day of APR. 14.	1992 19	Book No On Pag	<sub>le .</sub> / 0. 🔈 in
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The state of the s	or office, this thousand.		COOPER, Clerk	
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COUNTY MILE		- x Y \ 1//	udril.	D.C
Section 11 (1)		By 1	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	, D.C

BICK 228 PAGE 104

INDEXED]

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY OF CANTON, MISSISSIPPI, A MUNICIPAL CORPORATION, Grantor, does hereby convey and forever warrant unto SAMUEL R. SULLIVAN, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to wit:

A parcel of land fronting 10 feet on the east side of Commerce Avenue containing .075 acres, more or less, in Industrial Park Subdivision, No. 2, lying and being situated in Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the east line of Commerce Avenue that is 932.7 feet North and 233 feet West of the intersection of the west line of Commerce Avenue with the north R.O.W. line of a railroad spur line; thence run East for 326.7 feet to a spur line; thence south for 10 feet to a point; thence point; thence South for 10 feet to a point; thence West for 326.7 feet to a point on the east line of Commerce Avenue; thence North along the east line of said Avenue for 10 feet to the point of beginning. beginning.

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

- 1. County of Madison ad valorem taxes for the year 1987, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: All ; Grantee: None
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Prior reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines and other utilities.
- 5. Restrictive Covenants of Industrial Park Subdivision No. 2, as recorded in Book 410 at Page 694 in the records in the Office of the Chancery Clerk of Madison County, Mississippi.
  - The Grantor reserves unto itself a drainage and/or

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utility easement, 10 feet in width evenly off the west side of the subject property.

WITNESS ITS SIGNATURE on this the 7th day of Applic, 1987.

City of Canton, Mississippi

By: Sidney Runch:

STATE OF MISSISSIPPI COUNTY OF MADISON

personally appeared before ME, the undersigned authority in and for the jurisdiction aforesaid, the within named SIDNEY RUNNELS, who acknowledged to me that he is the Mayor of The City of Canton, Mississippi, and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of the corporation, he being first duly authorized so

of Old , 1987.

MY COMMISSION EXPIRES:

<u> \10,13,1987</u>

GRANTÓR: P. O. Box 53 Canton, MS 39046

B3040703 4926-1 (RE) /5830 · GRANTEE:

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

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

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

199 at 3 b'clock M., and

199 at 3 b'clock M., and

199 at 3 b'clock M., and

190 at

PAR 276 ME 106

FOR AND IN CONSIDERATION of the sum of Ten Dollars NDEXED.

(\$10.00), cash in hand paid, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, MARTIN LUTHER HARRISON, do hereby sell, convey and warrant unto SYDNEY JOHNSON the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A tract of land situated in the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 11 North, Range 4 East, Madison County, Mississippi, and more particularly described as follows:

County, Mississippi, and more particularly described as follows:

Commencing from the Northwest corner of the SW 1/4 of the SE 1/4 of Section 4, Township il North, Range 4 East, Madison County, Mississippi, as evidenced by information contained in and shown by plat of record in Deed Book 177 at Page 134 of the Madison County Channery Clerk's Office, thence SOUTH for 891.29 feet to a point, thence N 81°54'34" E for 285.63 feet to the southeastern most corner of the Sydney Johnson property as shown in Deed Book 216 at Page 670 of the said Madison County, Mississippi Channery Clerk's Office and also the "Point of Beginning" of the tract herein described; thence N 60°40'14" E along the northern line of a graveled drive for 220.61 feet to a point; thence N 77°30'13" E and continuing along said northern line for 134.52 feet to a point; thence N 38°34'33" E along the northwestern line of a graveled drive for 83.93 feet to a point; thence N 32°19'44" W along the southwestern line of said graveled drive for 37.04 feet to a point; thence N 32°19'44" W along the southwestern line of said graveled drive for 37.86 feet to a point; thence N 36°27'24" W along the southwestern line of said graveled drive for 37.86 feet to a point; thence N 36°27'24" W along the southwestern line of said graveled drive for 112.41 feet to a point; thence N 57°13'33" W along the southern line of faid graveled drive for 60.04 feet to a point in the east line of the Joe Simpson Property as recorded in Deed Book 217 at Page 267 of the said Joe Simpson east line for 148.07 feet to the north line of the said Sydney Johnson property; thence EAST along the said north northeastern most corner of the Sydney Johnson property as described in Deed Book 216 at Page 670 of said Madison County Chancery Clerk's Office; thence SOUTH for 442.09 feet to the said "Point of Beginning" containing 2.75 acres, more or less.

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

1. Ad valorem taxes for the year 1987 which will be paid \_\_\_\_\_\_ by the Grantor and \_\_\_\_\_\_ by the Grantee.

- Zoning and subdivision regulation ordinance of Madison County, Mississippi.
- 3. Grantor does not warrant the oil, gas and other minerals but conveys all oil, gas and minerals owned by him.
- 4. A right-of-way easement granted to Mississippi Power and Light Company by Gertrude Harrison, Jessie Harrison and Luther Harrison, recorded in Book 92 at Page 151.

WITNESS MY SIGNATURE on this Oth day of Africh, 1987.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 9th <u>, 1</u>987.

Martin Luther Harrison

Grantees: Sydney Johnson

E OF MISSISSIPPI, County of Madison: BILLY V. COOPER, Clerk

By M. Wright



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, SUMMERTREE LAND COMPANY, LTD., by and through SECURITY SAVINGS & LOAN' ASSOCIATION, General Partner; does hereby sell, convey and warrant unto BILL ATKINS BUILDER, INC. the land and property situated in the County of Madison, State of Mississippi, described as follows, to-wit:

> Lot 80, Village of Woodgreen, Part, 2 a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book B at page 44, reference to which map or plat is here made in aid of and as a part of this description.

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

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the 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.

SUMMERTREE LAND COMPANY, by and its duly authorized General Part SECURITY SAVINGS & LOAN ASSOCIATE STATE OF HINDS

OVER 11 OF HINDS

OVER 12 OF HINDS

OVER 12 OF HINDS SUMMERTREE LAND COMPANY, by and through its duly authorized General Partner, SECURITY SAVINGS & LOAN ASSOCIATION BY Paul J. Spivo, Exec. Vice Pres.

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, PAUL J. SALVO, personally known to me to be the Exec. Vice Pres. of the within named SECURITY SAVINGS & LOAN ASSOCIATION; General Partner of Summertree Land Company, Ltd., who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for widdon behalf of said corporation he first having been fully authorized so be do.

GIVEN UNDER MY HAND and official seal of office on this the 3rd day of April 2,1887.

Notary Public

2 School Expired Lan. 7, 1990

COUNTY WILL

STATE OF MISSISSIPPI, County of Madison: 

Poice)(

By M. Wught D.C.

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## POOK 226 PAGE 109

-MARRANTY DEED-

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned BILL ATKINS BUILDER, INC. does hereby sell, convey and warrant unto H. C. BAILEY CONSTRUCTION COMPANY the land and property situated in the County of Madison, State of Mississippi, described as follows, to-wit:

> Lot 80, Village of Woodgreen, Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book B at page 44, reference to which map or plat is here made in aid of and as a part of this description description.

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

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.

day of WITNESS THE SIGNATURES of the Grantors, this the 3rd BILL ATKINS BUILDER, sie a

Bill Atkins, Pres

April,

MISSISSIPPI STATE OF

HINDS PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, Bill Atkins, personally known to me to be the President of the within named Bill Atkins Builder, Inc., who acknowledged that he signed and delivered the above and foregoing instrument of writing one the day and for the purposes therein mentioned for and on behalf of said corporate he first having been fully authorized so to do. COUNTY OF

GIVEN UNDER MY HAND and official seal of office on this April, 19 87. day of My Commission Expires:

9.9.89

STATE OF MISSISSIPPI, County of Madison: ny hand and seal of office, this the ... APR 3,4, 1987 . . , 19 . . . . 🔆 -

BILLY V. COOPER, Clerk

By M. Wright...

## PORK 226 PAGE 110

### WARRANTY DEED

(\$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, NORTH PLACE DEVELOPMENT, INC., a Mississippi Corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto LARRY KING EUHDER, 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 120 NORTH PLACE OF MADISON, PART 1-A , a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C, Slot 4, 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 1987 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor hereir, this the 7th day of April 1987.

NORTH PLACE DEVELOPMENT, INC.

BY; Sumar in Harke

Thomas M. Harkins, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

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Thomas M. Harkins, who acknowledged to me that he is the Vice President of North Place Development, Inc., a Mississippi Corporation, and that he, as such Vice President; signed and delivered the above and foregoing instrument of writing or 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 hard and official seal of office, this the 7th day of April 1987.

NOTARY PUBLIC

My COMMI salon Expires: MY COMMISSION EXPIRES NOVEMBER 13, 1989

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## POFT 226 PAGE 112



-MARRANTY DEED-

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, HAROLD G. VOELKEL, JR. and wife, JULIA S. VOELKELdo hereby sell, convey and warrant unto LARRY J. KING BUILDER, INC., the land and property situated in the County of Madison, State of Mississippi, described as follows, to-wit:

> Lot 18, Trace Vineyard, Part One, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book B canton, Mississippi in Plat Book B at page 84, reference to which map or plat is here made in aid of and as a part of this description. description.

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

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the 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 1st day of

April.

STATE OF MISSISSIPPI

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, Harold G. Vodkel, Jr. and Julia S. Vod COUNTY OF HINDS FERSONALLI appeared before me the undersigned authority in the for the aforesaid jurisdiction. Harold G. Vodkel, Jr. and Julia S. Vodkel 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 87. day of April, Notary Public My Commission Expires:

9.9-89

APR 14,1987 and and seal of office, this the . . . . BILLY V. COOPER, Clerk By n. W. right

POCK 225 PAGE 113

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, I, the undersigned, JANICE ELAINE IZLAR (207. Salem Square Circle, Ridgeland, Mississippi 39157), do hereby remise, release and quitclaim unto my husband, ROBERT L. IZLAR (207 Salem Square Circle, Ridgeland, Mississippi 39157), all of my right, title and interest in and to the following described land and property located and situated in Madison County, Mississippi, and described as follows:

Lot Four (4) of Salem Square Subdivision, a subdivision according to the map or plat of which is of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 at Page 13, reference to which map or plat is hereby made in aid of this description.

Ad valorem taxes covering the above described property for the year 1987 are to assumed and paid by the Grantee herein. WITNESS MY SIGNATURE, this the 4 day of APRIL

1987.

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STATE OF GEORGIA COUNTY OF Chatham.

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JANICE ELAINE IZLAR, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 4 day of APRIL

Slark of the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed that the within instr STATE OF MISSISSIFFT, County of Madison:

of office, this the . . . . . . of . . BILLY V. COOPER, Clerk

By M. Wright.

CORRECTION WARRANTY DEED

INDEXELL FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt: and sufficiency of which is hereby acknowledged, the undersigned Andrew Maritain and Alice B. Maritain, whose mailing address is 234 Indian Pines Lane, Madison, MS 39110, do hereby sell, convey and warrant unto Glenn Edward Harder and wife, Janet Mallory Harder, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 345 Kiowa Drive, Madison, MS 39110, the following land and property located and situated in the County of Madison, Mississippi, and being more particularly described as follows, to-wit:

PARCEL I: Lot 75, of Natchez Trace Village, Madison County, Mississippi, according to the plat which is attached to the Warranty Deed executed by Lewis L. Culley, Jr. and wife, Bethany W. Culley to Edgar L. Anderson, III and wife, Karen Walter Anderson, which is recorded in Book 89, at Page 207, of the records on file in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being more particularly described by metes and bounds as follows:

Commencing at the Northwest (NW) corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi; run thence South 88 degrees 34 minutes East along the line between Section 15 and Section 22 for a distance of 327.9 feet; run thence South 07 degrees 33 minutes West a distance of 187.9 feet to a point on the South boundary line of an existing street; run thence South 82 degrees 27 minutes East a distance of 34.1 feet to the point of beginning is the Northwest corner of the N. L. Gill lot as staked; run thence North 82 degrees 27 minutes West a distance of 34.1 feet; run thence North 80 degrees 12 minutes West a distance of 50 feet; thence North 54 degrees 27 minutes West a distance of 44 feet; thence South 31 degrees 20 minutes West a distance of 44 feet; thence South 31 degrees 20 minutes West a distance of 35 feet; thence South 60 degrees 57 minutes East a distance of 53 feet; thence North 81 degrees 24 minutes East a distance of 53 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet; thence North 81 degrees 58 minutes East a distance of 50 feet;

PARCEL II: Lot Seventy-Four (74), of Natchez Trace Village, Madison County, Mississippi and being more particularly described by metes and bounds as follows: Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, run thence East 202.3 feet; thence South 158.3 feet to a point on the

BOOK 3348 PACE 475

southern boundary line of a 40 foot wide street; said point being the point of beginning of the land herein described; run thence South 31 degrees 20 minutes West 235 feet; thence North 44 degrees 19 minutes West 93.8 feet; thence North 23

degrees 33 minutes West 67.7 feet; thence North 34 degrees 44 minutes East 77.6 feet; thence North 36 degrees 56 minutes East 132.7 feet to a point on the Southern boundary line of the aforementioned 40 foot wide street; run thence South 43 degrees 01 minutes East along the Southern boundary line of said street a distance of 133.4 feet back to the point of beginning, said land herein described being located in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 22, Township 7 North, Range 207 East, Madison County, Mississippi, and containing 0.73 acres, more or less.

This Correction Warranty Deed is made to correct the property description in that certain Warranty Deed recorded in Book 221, Page 210.

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 Grantees or their assigns any deficit on an actual proration.

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

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 17 day of march.

andrew Maritain

ALICE B. MARITAIN

STATE OF MISSISSIPPI COUNTY OF Stend

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Andrew Maritain and Alice B. Maritain, who acknowledged that they 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 day of March, 1987.

mission Expires June 6, 1869

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STATE OF MISSISSIPPI, County of Hinds:

1. Fige Michael Clark of the Chancery Court of said County, certify that the within instrument was filed for record in M., and my of APRIL 1987, at 2. 0.50'clock P.M., and 1987, at 2.0.50'clock P.M., and 1987, Book No. 33 48 Page 474 and spalar office, this the PETE McGEE, Clerk day of 3

SISSIPPI, County of Madison:

Significant of M TE OF MISSISSIPPI, County of Madison: and seal of office, this the ...... of ...APR .1 4. 1987 ......... 19 ... BILLY V. COOPER, Clerk

## enok 226 PAGE 117 .

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned RONALD C. SMITH and wife PAM SMITH hereby sell, convey and warrant unto EARL SISCO, the following described property situated in Madison County, Mississippi, to wit:

A certain parcel of land being part of Lots 44, 45 and 46, Lake Side Subdivision according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, as now recorded in Plat Book 3 at Canton, Madison as 78 and being more particularly described as follows: follows:

Beginning at the intersection of the east right of way of Interstate Highway 55 with the east line of said Lot 46; thence southerly along the said east line of Lot 46 for a distance of 538.0 feet; thence right and run westerly along the north line of Lakeview Drive and the south line of said Lot 44, 45 and 46 for a distance of 300.0 feet to the southwest corner of said Lot. 44; thence right and run northerly along the west line of 300.0 feet to the southwest corner of said Lot.44; thence right and run northerly along the west line of said Lot 44 for a distance of 119.0 feet; thence right and run northeasterly along the said east right of way of Interstate Highway No. 55 for a distance of 516.0 feet to the point of beginning and being the same feet to the point of beginning and being the same from Katie F. Heard, a widow, to Jimmie O. Carter and from Katie F. Heard, a widow and being the same and from Katie F. Heard, a widow and being the same and from Katie F. Heard, a widow and being the same and from Katie F. Heard, a widow and being the same and from Katie F. Heard, a widow and being the same and from Katie F. and 40 or Lake Side 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, as now recorded in Plat Book 3 at page 75 thereof.

## LESS AND EXCEPT:

That part of Lots 45 and 46 conveyed by Ashcot, Inc. That part of Lots 45 and 46 conveyed by Ashcot, Inc. to Mississippi Highway Commission, which said conveyance is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as now Clerk of Deed Book 73 at Page 454 and part of Lot 44 recorded in Deed Book 73 at Page 509.

ADVALOREM taxes for the current year have been prorated between the parties hereto, and grantees assume payment thereor. THIS CONVEYANCE and the warranty hereof, is subject to covenants, building restrictions, rights of way, easements, mineral reservations, and mineral conveyances of record.

14

## STAR 226 PAGE 118

WITNESS the signatures of the Grantors, this the 🔀 day
of <u>April</u> , 1987.
Ronald C. Smith Dane Smith
•
STATE OF MISSISSIPPI COUNTY OF HINDS
THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, RONALD.C.  SMITH and wife PAM SMITH , who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned.  GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of Apair , 1987.
My Commission Expires:
<u>- Py Commission Explice Sept. 23, 1990</u> ما ما م
GRANTOR'S ADDRESS: 116 Barnes, Jackson 39,206:-3502,
GRANTEE'S ADDRESS: 1 Kakeinen Dr. Mordison 1475 37.20
· '
•
ille de la compansa d
OF MISSISSIPPI, County of Madison:
Diffusion Cooper, Clark of the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the county of Chancery Court of Said County, certify that the within instrument was filed to the Chancery Court of Said County, certify that the within instrument was filed to the Chancery Court of Said County, certify that the county of Chancery Court of Said County, certify that the county of Chancery Court of Said County of Chancery Court of Chancery County of Chancery Court of Chancery County of Chancery Chancery Chancery County of Chancery Chancery Chancery Chancery Chancery Chancery Ch
inness my hand and seal of office, this the of APR 1 4 1987 19 BILLY V. COOPER, Clork  By
By Y. L D.C.

INDEXED

### QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, we, GARLAND KLINE MILNER and wife, PATRICIA W. MILNER, do hereby sell, convey and quitclaim all .of our right, title and interest, to GARLAND KLINE MILNER and wife, PATRICIA W. MILNER, as joint tenants with full rights of survivorship and not as tenants in common, in and to that certain property lying and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

Lot 1, Ingleside II Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book C at page 5, reference to which is hereby made in aid of and as a part of this description.

WITNESS OUR SIGNATURES, this the 511- day of April, 1987.

PATRICIA W. MILNER

STATE OF MISSISSIPPI

COUNTY OF HINDS:::::

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid and while within my official jurisdiction, the within named Garland Kline Milner and Patricia W. Milner, who acknowledged to me that they signed and delivered the above and foregoing Quitclaim Deed as their voluntary act and deed and for the purposes therein stated on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 5 \_ day of April, 1987.

MY COMMISSION EXPIRES:

ATE OF MISSISSIPPI, County of Madison: 

band and seal of office, this the ..... of ... APR 1.4. 1987...... 19 .... BILLY V. COOPER, Clerk

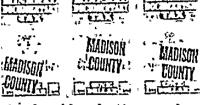
By M. Wright D.C.

.....



EARN 226 MAGE 120

QUITCLAIM DEED



In consideration of ten dollars (\$10.00) in hand paid and other good and sufficient consideration, CONSTANCE CARTWRIGHT and THELMA BAUERDORF, Trustees under Will of GEORGE F. BAUERDORF, do hereby convey and quitclaim to SIMEON EDWARD HAYNER, his heirs and assigns, forever, an undivided one-fourth (1/4) interest and to THE JEWISH COMMUNITY FOUNDATION OF THE JEWISH FEDERATION OF GREATER LOS ANGELES, its successors and assigns, forever, an undivided one-fourth (1/4) interest, as tenants in common, of all the Trustees' interest in and to all of the oil, gas and other minerals of other kind and character in, on or under those certain tracts or parcels of land situated in Madison County, State of Mississippi, and described as follows:

PARCEL A:

THE EAST HALF (E-1/2) OF SOUTHWEST QUARTER (SW-1/4) AND 35 ACRES OFF OF SOUTH END OF WEST HALF (W-1/2) OF SOUTHWEST QUARTER (SW-1/4), ALL IN SECTION 34, TOWNSHIP 8, RANGE 1 EAST IN MADISON COUNTY, MISSISSIPPI.

N-1/2 SE-1/4 OF SECTION 3, TOWNSHIP 7, RANGE ONE EAST, LESS 20 ACRES OFF WEST END THEREOF AND LESS 15 ACRES OFF OF SOUTH END OF OUR ABOVE LAND LYING WEST OF THE JACKSON AND LIVINGSTON PUBLIC ROAD, SAID 15 ACRES BEING MOSTLY IN WOODS, AND LESS 5 ACRES RESERVED BY JOHN PITTS IN DEED RECORDED IN BOOK QQQ ON PAGE 22 THEREOF, AND LESS A GRAVEYARD 28 FEET SQUARE ON SAID LAND IN MADISON COUNTY, MISSISSIPPI.

PARCEL B:

THE SE-1/4 OF THE NW-1/4, THE SE-1/4, AND THE E-1/2 OF THE SW1/4 OF SECTION 21, THE W-1/2 OF THE SW-1/4 OF SECTION 22, AND
ALL OF THE S-1/2 OF THE S-1/2 OF THE NE-1/4 OF SECTION 21 LYING
WEST OF THE JACKSON AND MANSDALE ROAD CONTAINING 2 ACRES; ALL
OF SAID LAND BEING SITUATED IN TOWNSHIP 7 N, RANGE 1 E AND
CONTAINING 362 ACRES MORE OR LESS IN MADISON COUNTY,
MISSISSIPPI.

GRANTORS:

day of Fobrucy 1987. WITNESS my signature this

Constance Cartwright, one of the under Will of George F. Bauerdorf Trustées

WITNESS my signature this 24th day of 1987. February

Thelma Bauerdorf, one of the Trustees under Will of George F. Bauerdorf

Document Prepared by: Steven M. Rogers 333 West Wacker Drive Chicago, IL 60606

### ACKNOWLEDGMENT

COUNTY OF 1.1 SS

Personally appeared before me, a notary public of said State, the within named CONSTANCE CARTWRIGHT, one of the Trustees under Will of GEORGE F. BAUERDORF, who acknowledged that she signed and delivered the foregoing instrument, as said Trustee, on the day and year therein mentioned. Given under my hand this the of day of foregoing instrument, as said Trustee, on the day and year therein mentioned. Given under my hand this the

Notary Public

INEZ SIMMONS

Notary Public, State of New Yorkin
No. 31-432-917

Qualified in New York County

Commission Expirts March 30, 19871

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ACKNOWLEDGMENT

STATE OF CALIFORNIA COUNTY OF L. A.

SS

Personally appeared before me, a notary public of said state, the within named THELMA BAUERDORF, one of the Trustees under Will of GEORGE.

F. BAUERDORF, who acknowledged that she signed and delivered the foregoing instrument, as said Trustee, on the day and year therein mentioned...

Given under my hand this the 24 day of February, A.D. 1927



Che Maie rivere

OFFICIAL SEAL
ANNE MARIE WHITE
HOTARY PUBLIC - CALIFORNIA
LOS ANDELES COUNTY
My comm. expues MAR 10, 1997

9363 Wilshire Bird., #211, Bevery Hills, CA 90210

STATE OF MISSISSIPPI, County of Madison:

If Hill D. Booken, Clerk of the Chancery Court of Said County, certify that the within instrument was filled

the report of the Chancery Court of Said County, certify that the within instrument was filled

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the report of the Chancery County County

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



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	in said land assessed to Gus G Rumo	ر در ا			and sold on the
Ž	5 day of Chiquet 1986, to Branca		Olicra		
хe	s thereon for the year 19 🛵 do hereby release said land from all c	i :Iam or title	of said pur	chaser on acc	ount of said sale.
IN	WITNESS WHEREOF, I have hereunto set my signature and the sea	of said offi	ce on this	the	Oday of
	19.87 Billy V. Cooper, Char	icery Clerk	MAN		
,,,,		. 10.	7.1.7.6.5		, D.C.
)	STATEMENT OF TAXES AND ( State and County Tax Sold for (Exclusive of damages, penalties, fees)			1	s 100.82
)	Interest				s 7.00
.t	Tax Collector's 2% Damages (House Bill No. 14, Session 1932)				_s
	Tax Collector, Advertising Selling each separate described subdivision	s set out on	assessment		
	S1,00 plus 25cents for each separate described subdivision				
	Printer's Fee for Advertising each separate subdivision				
	Clerk's Fee for recording 10cents and indexing 15cents each subdivision				
	Tax CollectorFor each conveyance of lands sold to indivisuals \$1.00				
	TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR _				_\$ _ <u>11Q.00</u>
	5% Damages on TAXES ONLY. (See Item 1)  1% Damages per month or fraction on 19 Saxes and costs (Item 8			· · · ·	_s <u></u> s
1)	costs onlyMonths			•	\$ 8.87
13	Fee for recording redemption 25cents each subdivision				s 25
	Fee for indexing redemption 15cents for each separate subdivision				s 15
	Fee for executing release on redemption				s _/CC
	Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House B				_\$
	Fee for issuing Notice to Owner, each			. \$2.00 <u></u>	_s
					s
	Fee for mailing Notice to Owner			\$1.00_	s
3)	Sheriff's fee for executing Notice on Owner if Resident			\$4,00	_s
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3)	1% on Total for Clerk to Redeem				s 1.20
)}	GRAND TOTAL TO REDEEM from sale covering 1985 taxes and to	pay accrued	taxes allshi	wo lboye	s 12745
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ces	s bid at tax sale,\$			•	17915
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A. A. A. C.	TE OF MISSISSIPPI, County of Madison:  J. Billy V. Cooper Clerk of the Chancery Court of Said Cooper in the Chancery Court	. , 19 X. , 19	!, at . ન , Book	Mo.J.2.6	M., ar A Page 2. ∫
es (	Of the second of	BILLY	V. COOP	ER, Clerk	

## BOOK 226 PAGE 122

# 3.568 INDEXEDS

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ter 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, NORTH PLACE DEVELOPMENT, INC., a Mississippi Corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto

Lot 113 NORTH PLACE OF MADISON, PART 1-B , a subdivision according to a map or plat thereof on file and of record in the office of the Charcery Clerk of Madison County at Carton, Mississippi in Plat Cabiret C, Slot 4, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for, the year 1987 are to be prorated to between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor hereir, this the ... 2nd day of April ... 1987.

NORTH PLACE DEVELOPMENT, INC.

BY: Momas m. Hach

Thomas M. Harkirs, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Barrell Age

**激热效**。

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

Thomas M. Harkirs, who acknowledged to me that he is the Vice President of North Place Development, Inc., a Mississippi Corporation, and that he, as such Vice 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 hard and official seal of office, this the 2nd day of April 1987.

NOTARY PUBLIC

MK-Commission Expires: COMMISSIMULES HERE HERE TO THE STATE OF THE STA

: 1

## BOOK 226 PAGE 124

# INDEXED.

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ter 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, NORTH PLACE DEVELOPMENT, INC., a Mississippi Corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto

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

Lot 34 NORTH PLACE OF MADISON, PART 1-C , a subdivisior 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 C, Slot 4, 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 1987 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor hereir, this the 2nd day of April 1987.

NORTH PLACE DEVELOPMENT, INC.

BY; Thomas is Harler

Thomas M. Harkins, Vice President

STATE OF MISSISSIPPI

JOE D. GANT ----

COUNTY OF HINDS

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

Thomas M. Harkins, who acknowledged to me that he is the Vice President of North Place Development, Inc., a Mississippi Corporation, and that he, as such Vice 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 hard and official seal of office, this the 2nd day of April 1987.

NOTARY PUBLIC

My COMMISSION EXPIRES HOVEMBER 13, 1989

ď

RIGHT-OF-WAY EASEMENT

3052 35J1

The undersigned parties do hereby grant, bargain, transplant and convey unto the BEAR CREEK WATER ASSOCIATION, INC., Cantowing Mississippi, its successors and assigns, a perpetual easement with the right to install, and lay, and thereafter use, repair and maintain, replace, and remove a water line over, across and through land of the grantors, situated in Madison County, Mississippi, described as follows:

A ten-foot (10°) tract of property along and parallel to the west right-of-way of Twin Harbors Road (also known as Old Rice Road) located North of Rice Road in the NW 1/4 of Section 11, Township North, Range 2 East, Madison County, Mississippi.

together with the right of ingress and egress for the purpose of this easement.

This easement shall be a ten-foot (10') permanent easement over and through that certain tract described above. For the purpose of construction of said water line, a temporary easement of five (5) additional feet immediately to the west and adjacent to the ten-foot (10') strip of tract described above shall be granted during the period of time of the actual construction of said water line and at the completion of the laying or construction thereof, said additional easement shall terminate.

The Grantee herein, Bear Creek Water Association, Inc., agrees that upon the completion of the construction or laying of said water line, it will restore the surface to its original condition and thereafter shall maintain the line and the easement so that no damage will result from its use to said land, and this shall be a covenant which shall run for as long as the easement

This easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns for as long as the easement is used for the purpose of the construction, maintenance and use of a water line. If the easement ceases to be used for the purposes of a water line, it shall terminate. ·

WITNESS my hand on this the 2011

STATE OF MISSISSIPPI COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DANIEL E. HERLIHY, who being by me first duly sworn acknowledged that he signed and delivered the above and foregoing Easement on the day and year therein mentioned.

day of Minum, 1987.

PUBLICAL AT SION EXPIRES: Publishing.

well to the factor 81/ÉÁSEZ

A STATE OF ESE MISSISSIPPI, County of Madison: 

The undersigned parties do hereby grant, bargain, transfer and convey unto the BEAR CREEK WATER ASSOCIATION, INC., Canton, Mississippi, its successors and assigns, a perpetual easement with the right to install, and lay, and thereafter use, repair and maintain, replace, and remove a water line over, across and through land of the grantors, situated in Madison County, Mississippi, described as follows:

3532

A ten-foot (10') tract of property along and parallel to the east right-of-way of Twin Harbors Road (also known as Old Rice Road) located north of Rice Road in the North 1/2 of Section 11, Township 7 North, Range 2 East, Madison County, Mississippi.

together with the right of ingress and egress for the purpose of this easement.

This easement shall be a ten-foot (10') permanent easement over and through that certain tract described above. For the purpose of construction of said water line, a temporary easement of five (5) additional feet immediately to the east and adjacent to the ten-foot (10') tract described above shall be granted during the period of time of the actual construction of said water line and at the completion of the laying or construction thereof, said additional easement shall terminate.

The Grantee herein, Bear Creek Water Association, Inc., agrees that upon the completion of the construction or laying of said water line, it will restore the surface to its original condition and thereafter shall maintain the line and the easement so that no damage will result from its use to said land, and this shall be a covenant which shall run for as long as the easement exists.

This easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns for as long as the easement is used for the purpose of the construction, maintenance and use of a water line. If the easement ceases to be used for the purposes of a water line, it shall terminate terminate.

WITNESS my hand on this the 20 th of

STATE OF MISSISSIPPI COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DANIEL E. HERLIHY, who being by me first duly sworn acknowledged that he signed and delivered the above and foregoing Easement on the day and year therein men-

day of liver, 1987.

Commission of the Commission o COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

Witness my hand and seal of office, this the

MAR #3 0 1987 19 BILLY V. CGOPER, Clerk

STATE OF MISSISSIPPI, County of Madison:

7/3/3/3/3<sup>18</sup>

COUNTY.

of of office, this the ..... of APR 1.4. 1927.

BILLY V. COOPER, Clerk

By M W right

BINCK 226 PAGE 128 577

BUDX 525 PAGE 597

POWER OF ATTORNEY

Шаткомент во \_ 0С1012

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC", acting in its Receivership or separate Corporate capacity has acquired certain assets for liquidation and determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

That Richard L. Wade has been duly appointed Department llead of all failed banks consolidated into the Knoxville Consolidated Office, Knoxville, Tennessee, by the FDIC; and

that under the Resolution of FDIC's Board of Directors dated May 14, 1984, Seal No. 37700, the undersigned Wayne J. Ness, Chief, Special Activities Staff, is empowered to execute Powers of Attorney on behalf of FDIC.

THEREFORE, said FEDERAL DEPOSIT INSURANCE CORPORATION for the purpose of facilitating the liquidation of the foregoing assets in accordance with its rights and privileges, does hereby authorize and empower Richard L. Wade as its attorney-in-fact to:

- (1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittances therefor in the name and on behalf of the FDIC;
- (2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property [including the release and discharge of the same of record in the office of any Prothonotary or Register of Deeds wherever located where payments on account of the same in redemption or otherwise may have been made by the debtor(s)], and to endorse receipt of such payment upon the records in any appropriate public office;
- (3) Receipt collect and give all proper acquittances for any other sums of money owing to the FDIC for any asset which the attorney-in-fact may sell or dispose of;
- (4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;
- (5) Sign; seal, acknowledge and deliver any and all agreements as shall be deemed necessary or proper by the attorney-in-fact in the care and management of the Acquired Assets;
- (6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;
- (7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets:
- (8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;
- (9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the PDIC;
- (10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;

(11) Foreclose any mortgage or other lien of property, wherever located;  STATE OF TENNESSEE, DYER COUNTY  FILED & PERCENCE 2 - 9 - 197 AT 12.76 O'CLOCK P. M.  IN Dead 100 AT 12.20 AT 12.76 O'CLOCK P. M.  STAT. 1.17  FOTAL: 1.18 JACK J.	RECEIVED FOR RECEIVED FOR RECEIVED FOR PURPOSE 10 PURPOSE 10 PURPOSE 10 PURPOSE POOK 10 PURPOS

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, BOOK 226 PAGE 129 BOOK 525 PAGE 598 34 9 PAGE 807 BOOK (12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC; (13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity.

This Power of Attorney shall be effective immediately and shall continue untily such time as all of the Acquired Assets have been liquidated or until this Power of Attorney has been terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

IN WITNESS WHEREOF, the FDIC by its duly authorized officers empowered in that behalf by appropriate Resolution of its Board of Directors, has caused these presents to be subscribed in its name and its corporate seal to be thereunto affixed this 27th day of August, 1986.

11.33 1633 41701

FEDERAL DEPOSIT INSURANCE CORPORATION

Hayne J. Mess Chief, Special Activities Staff Division of Liquidation

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Assistant Executive Secretary

UNITED STATES OF AMERICA ) )55 DISTRICT OF COLUMBIA

On this 27th day of August, 1986 before me, Notary Public in and for the District of Columbia, personally appeared Wayne J. Ness and Janet M. Reddish, to me known personally, who being by me first duly sworn did each depose that they are respectively Chief. Special Activities Staff, Division of Liquidation and Assistant Executive Secretary of the Federal Deposit Insurance Corporation, the Corporation in whose name the foregoing power of attorney has been subscribed, who further said that the seal affixed to the said power of attorney is the corporate seal of the said Federal Deposit Insurance Corporation, and that the said power of attorney was subscribed on behalf of the said Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said Wayne J. Ness and Janet H. Reddish acknowledged the said power of attorney to be the free act and dead of the said Corporation.

Notary Public, District of Columbia United State of America.

My commission expires February 28, 1991

ECOL 0.1.9 PAGE 523 .

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L ormiosissippi, County of Madison:
Billy V. Copper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
1 Stor Control for Office this . W. day of 19. 8. 1. at 400 o'clock
Separative and the day of APR 15' 1987
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BILLY V. COOPER, Clerk
ALANDE TO CALL IN CHAIR
By M. W. W. D.C.
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J. D. D. 16164 TOB 2000 225 PAGE 131. 182 \* 19 MOEXED POWER OF ATTORNEY INSTRUMENT NO. 38978.

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC", acting in its Receivership or separate Corporate capacity has acquired certain assets for liquidation and determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

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That Mark A. Mattison has been duly appointed Department Head of all failed banks consolidated into the Knoxville Consolidated Office, Knoxville, Tennessee by the FDIC: and

tre For 5

that under the Resolution of FDIC's Board of Directors' dated May 14, 1984, Seal No. 37700, the undersigned 1 \* Stephen N. Graham, Division of Liquidation, is empowered to execute Powers of Attorney on behalf of FDIC.

<a>600</a>

THEREFORE, said FEDERAL DEPOSIT INSURANCE CORPORATION for the purpose of facilitating the liquidation of the foregoing assets in accordance with its rights and privileges, does hereby authorize and ampower Mark A. Mattison as its attorney-in-fact to:

- (1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittances therefor in the name and on behalf of the FDIC;
- (2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property [including the release and discharge of the same of record in the office of any Prothonotary or Register of Deeds wherever located where payments on account of the same in redemption or otherwise make been made by the debtor(s)], and to endorse receipt of such payment the records in any appropriate public office;
- (3) Receipt collect and give all proper acquittances for any other sums of money owing to the FDIC for any asset which the attorney-in-fact may sell or dispose of;
- (4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action:
- (5) Sign, seal, acknowledge and deliver any and all agreements as shall be deemed necessary or proper by the attorney-in-fact in the care and management of the Acquired Assets;
- (6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;
- (7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;
- (8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC:
- (9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;
- (10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;
- (11) Foreclose any mortgage or other lien on either Paul or personal property, wherever located;

PIC 7410/02(2-83) Page One

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(12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity.

This Power of Attorney shall be effective immediately and shall continue until such time as all of the Acquired Assets have been liquidated or until this Power of Attorney has been terminated by any official of the FDIC continued to do so by the Board of Directors of the FDIC.

IN WITNESS WHEREOF, the FDIC by its duly authorized officers empowered in that behalf by appropriate Resolution of its Board of Directors, has caused these presents to be subscribed in its name and its corporate seal to be thereunto affixed this 23rd day of July, 1986.

41481

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Catherino L. Hammond Masse 1 Baggage FEDERAL DEPOSIT INSURANCE CORPORATION

Stephen N. Graham
Associate Director
Division of Liquidation

ATTEST: MINUS H, High Margaret H. Claur Deputy Executive Secretary

UNITED STATES OF AMERICA

DISTRICT OF COLUMBIA.

On this 23rd day of July, 1986 before me, Notary Public in and for the District of Columbia, personally appeared Stephen N. Graham and Margaret M. Olsen, to me known personally, who being by me first duly sworm did each depose that they are respectively Associate Director, Division of Liquidation and Deputy Executive Secretary of the Federal Deposit Insurance Corporation, the Corporation in whose name the foregoing power of attorney has been subscribed, who further said that the seal affixed to the said power of attorney is the corporate seal of the said Federal Deposit Insurance Corporation, and that the said power of attorney was subscribed on behalf of the said Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said Stephen N. Graham and Margaret M. Olsen acknowledged the said power of attorney to be the free act

Notary Public, District of Columbia
United State of America.

My commission expires Merch 14 1991

PDIC TOLOPOS(2-83) Page Two

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THE PROPERTY.

**\*200** day of \_ 19 37 , at 9: 12 February O'clock A M. o'clock A M. Roted in Note Book 20, page 1/8 Registered in Receipt No. 25326 Fee 7 (2.09) Cathey H. McClew, Reg. Cortes N. McCles REGISTER OF DUEDS OFFICE KNOXVILLE, TENNESSEE THE OF BURDS OFFICE KNOAVIDES, THREESSEE I, CONG: MAIN, RUGISTER OF DEEDS FOR KNOX COUNTY TENUBORIES. THE CONG: MAIN, RUGISTER OF DEEDS FOR KNOX COUNTY TENUBORIES. TI. Power of Ottorney From Federal Deposit Answrance Corporation
TO Mark A. Mattison AS APPEARS ON RECORD IN BOOK 19 PAGE 287-288 OF SAID RECISTERS OFFICE. PAGE 28 1-288 UP SALD RESULTED THE 4th DAY OF Lebruary 1987 STEVE HALL, REGISTER OF DEEDS STATE OF MISSISSIPPI, COUNTY OF HARRISON, SECOND JUDICIAL DISTRICT: Thereby certify that this justrument was received and filed for record at o' and minutes 1... M. on 30 day of March, A D 19\_ and recorded 300 March, 190. 2 in Records of Deeds Marginal Entry at .50 00 Leolard Deposit Ono. Corp  $q_{\rm LO}$ TE,OF MISSISSIPPI, County of Madison: Billy V. County of Madison:

Billy V. County, Clerk of the Chancery Court of Said County, certify that the within instrument was filed of the Chancery Court of Said County, certify that the within instrument was filed of the Chancery Court of Said County, certify that the within instrument was filed of the Chancery Court of Said County, certify that the within instrument was filed of the Chancery Court of Said County, certify that the within instrument was filed of the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery Court of Said County, certify that the within instrument was filed on the Chancery County of Said County, certify that the within instrument was filed on the Chancery County of Said Coun मिल्लिप क्रिक्ट and seal of office, this the . BILLY V. COOPER, Clerk
By M. Wight

WARRANTY DEED

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STATE OF MISSISSIPPI COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of ten and No/100 dollars (\$10.00), Cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, AMERICAN TELEPHONE AND TELEGRAPH COMPANY, by and through AT&T COMMUNICATIONS, INC., its Agent, THE GRANTOR, does hereby sell, convey and warrant unto L.A. Penn, Jr., THE GRANTEE, the following described property situated in Madison County, State of Mississippi, more particularly described as follows, to wit:

Beginning at a point on the East right of way line of Mississippi State Highway No. 43, said point being 1288.69 feet South and 1549.47 feet West of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 1, Township 9 North, Range 3 East, and from thence run South 39° 11' East a distance of 300 feet thence North 50° 49' East a distance of 250 feet, thence North 39° 11' West a distance of 300 feet to the East right of way line of said highway, thence South 50° 49' West along the East right of way line of said highway a distance of 250 feet to the point of beginning.

Excluding that portion of land deeded to the State Highway Commission of Mississippi, Federal Aid Project # 82-1623-00-002-10, recorded in Deed Book 181, Page 87, Dated the 12th day of March, 1982.

Conflicting or Competing Uses. Grantee covenants and agrees not to use or permit to be used, directly or indirectly, the property in any manner which will conflict or compete with the telecommunications services, operations or activities of AT&T or any of its affiliates.

APPROVED ASTOFORM

IN WITNESS WHEREOF, The Grantor has hereto set his hand and if Corporate, has caused this instrument to be signed in its Corporate name by- its duly authorized officers and its seal to be hereunto affixed by Authority of its Board Of Directors, this the \_\_\_ day of WITNESS: AT&T COMMUNICATIONS

TELEPHONE AND TELEGRAP

District Manager Construction And Real Estate

STATE OF Deorgia

COUNTY OF Fulton

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and the county aforesaid to take acknowledgements, personally appeared \_ EC Schweiger, to me known and known to be the person described in and who executed the foregoing instrument as District Manager of the corporation named therein, and personally acknowledged before me that he executed the same as an officer in the name and on behalf of said corporation.

Given under my hand and seal this 2th day of

Notary Public, Georgia, State at Large My Commission Expires December 17, 1989

# CERTIFICATE OF INCUMBERCY AND AUTHORITY

I, R. J. Lombardi, do hereby certify that I am duly elected, qualified and acting Vice President - Southern Region, of AT2T COMMUNICATIONS, INC., Agent for AMERICAN TRIEFHONE AND TRIEGRAPH COMPANY, that the person whose name, title and signature appears below is the duly elected (or appointed), qualified and acting representative of said Corporation and holds on the date of this Certificate the representative is gnature of the representative; that the representative is duly is the genuine signature of the representative; that the representative is duly document between said Corporation and local, state or federal jurisdictional entity document between said Corporation and local, state or federal jurisdictional entity document between said Corporation and local, state or federal jurisdictional entity document between said Corporation and local, state or federal jurisdictional entity document between said Corporation partnership or individual, hereinafter referred or public or private corporation, partnership or individual, hereinafter referred or public or private corporation, partnership or individual, hereinafter referred including without limitation, application for permits and similar documents, and including without limitation, application for permits and similar documents, and that the execution and delivery of any such document, and all agreements and instruments in connection therewith for and on behalf of said Corporation's prohibited by or in any manner restricted by the terms of said Corporation's prohibited by or in any manner restricted by the terms of said Corporation's prohibited by or in any manner restricted by the terms of said Corporation. I documents to which it is bound. I do contract to which said Corporation is a party of under which it is bound. I do contract to which said Corporation is a party of under which it is bound. I do contract to which said Corporation is a party of under which it is bound. I do contract to which said corporation is not instrument and parties shall be entitled,

HAME OF REPRESENTATIVE	TITLE OF REPRESENTATIVE	SIGNATURE OF REPRESENTATIVE
E. C. Schweiger	District Manager - Real Estate & Construction	in July Say
IN WITNESS WHEREOF, I to	·	and affixed the seal of said 1987.
	AT&T COMM AMERICAN	unications, Inc., Agent for TELEPHONE AND TELEGRAPH COMPANY
TO TO THE PARTY OF	BY: R. C	Lombardi - Southern Region
SSEAL	BY:	wet). Oken e V. Coker istant Secretary
STATE OE MISSISSIPPI, County of the Billy V. Cooper, Clerk of the Billy V. Cooper, Clerk of the Cord in my office this. O. d. and the cooper of the cooper o	APR 15 1987	certify that the within instrument was filed  80, at 1030 o'clock. A M., and  19
COUNTY, WILLIAM	Ву . √	· Warden

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ARCHARMA C. A. C.

#### WARRANTY DEED



FOR AND VIN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, CHARLES O. JOHNSON and wife, VICKI H. JOHNSON, do hereby sell, convey and warrant unto GEORGE W. TRIPPE the following described real property lying and being situated in Madison County, Mississippi, to-wit:

1.0 acre, more or less, lying and being situated in the E 1/2 of the SE 1/4, Section 24, Township 10 North, Range 5 East, Madison County, Mississippi, and described as follows:

Beginning with the intersection of the north boundary of Mississippi State Highway No. 16 and the Leake-Madison County line, which runs north and south, and also marking the point of beginning is a 4m by 4m concrete marker as established by the Mississippi State Highway Commission; from said point run thence north 710 feet along said county line; run thence North 89° West 100.5 feet; run thence North 0°30' West 329' feet along an existing fence line; run thence South 71° West 532 feet along an existing fence line; run thence South 80° West 131 feet along existing fence line; run thence South 13°30' East 516 feet to an 18m pine tree with 3 hacks; run thence South 07° East 419 feet where said line intersects the north boundary of said Highway No. 16, which is the point of beginning of the 1.0 acre tract being herein described; thence continue North 68° East along the north boundary of said Highway No. 16, 210 feet to a point; thence South 68° West parallel to the north right-of-way line of Highway 16, for a distance of 210' to a point on the west boundary on 11.1 acre tract reserved by Mamie Etta Lowery Ingram in Deed recorded in Book 157 at Page 726; thence South 07° East 210' feet to a point on the north right-of-way line of Mississippi Highway No. 16 and the point of beginning of the 1.0 acre tract herein described.

It is the Grantors' intention to convey, whether

It is the Grantors' intention to convey, whether properly described or not a 1.00 acre tract described in subsection D of that certain Warranty Deed recorded in Book 157 at Page 725 of the land records of Madison County, Mississippi, and the grocery store, known as C & V Line Grocery situated thereon.

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

#### 226 PAGE 138

- 2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
- 3. The prior reservation of oil, gas and other minerals lying in, on or under the above described property.
- 4. A right-of-way granted to Mississippi Power and Light Company as shown by instruments recorded in Book 158 at Page 210 and Book 172 at Page 54.

WITNESS OUR SIGNATURES on this 10 day of and , 1987.

STATE OF MISSISSIPPI COUNTY OF MANAGEMENT

This day personally appeared before me, the undersigned notary public in and for the aforesaid County and State, the within named CHARLES O. JOHNSON and VICKI H. JOHNSON who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the day of the county of the county

prodission expires:

Grantors: Charles O. and Vicki H. Johnson

Rt. 4 Carthage, Mississippi 39051

Grantee: George W. Trippe

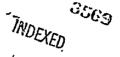
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OF MISSISSIPPI, County of Madison: BILLY V. COOPER, Clerk By M. Wright

## BOOK 225 PAGE 139

#### TRUSTEE'S DEED

37.00



WHEREAS, on December 11, 1980, Old Canton Square Partners, Ltd., A Texas Limited Partnership, executed a certain deed of trust to Bobby L. Covington, Trustee for the benefit of The Mutual Benefit Life Insurance Company which deed of trust is recorded in Deed of Trust Book 478 at Page 612 in the office of the Chancery Clerk of Madison County, State of Mississippi, said deed of trust conveying in trust the hereinafter described property; and

WHEREAS, The Mutual Benefit Life Insurance Company made an additional loan to Old Canton Square Partners, Ltd. as evidenced by a certain Promissory Note dated February 24, 1982 in the original principal amount of \$450,000.00; and

WHEREAS, by that certain Consolidation and Modification Agreement dated February 24, 1982 by and between Old Canton Square Partners, Ltd., Bobby L. Covington, Trustee and The Mutual Benefit Life Insurance Company which instrument is of record in the office of the aforesaid Chancery Clerk in Book 498 at Page 95, the indebtedness secured by the aforesaid Deed of Trust is in favor of The Mutual Benefit Life Insurance Company, recorded in Book 478 at Page 612 and the indebtedness evidenced by the aforesaid Promissory Note of February 24, 1982 in the amount of \$450,000.00 were consolidated and the Notes and the aforesaid Deed of Trust were amended accordingly; 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, The Mutual Benefit Life Insurance Company, the legal holder of said indebtedness, having requested the undersigned Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust and for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees and expense of sale; and

WHEREAS, the undersigned Trustee in accordance with the terms of the deed of trust and the laws of the State of Mississippi did advertise said sale in the Madison County Herald, a newspaper published in the City of Canton, State of Mississippi, on the following dates, to-wit: March 19, 1987; March 26, 1987; April 2, 1987 and April 9, 1987; which is more fully shown by the original Proof of Publication, which is attached hereto as Exhibit "A" and is made a part hereof as if copied in full herein; and by posting on the lith day of March, 1987, a copy of said Notice on the Bulletin Board of the

# PACK 225 PAGE 140

Courthouse of Madison County, State of Mississippi, at Canton;

WHEREAS, on the 10th day of April, 1987 at the south front door of the County Courthouse of Madison County, State of Mississippi, at Canton, between the hours of 11:00 a.m. and 4:00 p.m., I, the undersigned Trustee did offer for sale at public outcry and did sell to the highest bidder for cash the following described land and property situated in Madison County, State of Mississippi, to-wit:

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

From the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 32, Township 7 North, Range 2 East, thence North 0 degrees 13 minutes West for a distance of 440.0 feet to the true Point of Beginning; thence East for a distance of 1,091.40 feet to the West right of way of Old Canton Road; thence Northerly along the West right of Way of Old Canton Road, using the following bearings and distances: North 26 degrees 04 minutes 43 seconds East for a distance 99.28 feet; North 23 degrees 46 minutes East for a distance of 99.28 feet; North 20 degrees 37 minutes 15 seconds East for a distance of 99.04 feet; North 16 degrees 26 minutes 28 seconds East for a distance of 98.79 feet; thence North 11 degrees 22 minutes 22 seconds East for a distance of 98.86 feet; thence North 8 degrees 02 minutes East for a distance of 80.94 feet; Leaving the West right of way of Old Canton Road, thence West for a distance of 1270.76 feet to the West line of the Northeast Quarter of the Southeast Quarter of Section 32, Township 7 North, Range 2 East; thence South 0 degrees 13 minutes East along said West line for a distance of 544.55 feet to the Point of Beginning, containing 15.0 acres, more or less.

The undersigned Trustee offered the aforesaid property for sale at public outcry as set forth above, and there appeared at said sale, The Mutual Benefit Life Insurance Company, bidding the sum of \$5,426,587.55 , for all of the above described property, and said property was struck off to The Mutual Benefit Life Insurance Company for said amount, and said bidder was declared the purchaser thereof.

NOW THEREFORE, in consideration of the premises and the sum of \$5.426.587.55, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey to The Mutual Benefit Life Insurance Company all of the above described property, conveying only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE this the 10th day of April, 1987.

BOBBY 1) COVINGTON

TRUSTEE

BUCK 225 PAGE 141

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named COVINGTON, Trustee in the above BOBBY L. foregoing instrument of writing, who acknowledged that he as Trustee, 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 Billy V. Cooper, Chaucery Clark By: Karagay, D.C.

10th day of April, 1987.

Grantor's Address:

P. O. Drawer 2428 Jackson, MS 39225-2428 (601) 961-4861

Grantee's Address:

520 Broad Street Newark NJ 07101

JGM504-Old Canton Deed

# 800K 226 PAGE 142

# 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 the PRINTER of MADISON COUNTY HERALD, a newspaper published in the City of Canton, Madison County, in said state, who, being duly in the City of Canton, Madison County, in said state, who, being duly in the City of Canton, Madison County, in said state, who, being duly in the City of Canton, Madison County HERALD is a newspaper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular paper as defined and prescribed in Senate Bill No. 203 enacted at the regular pa the annexed is a copy, in the matter of Trustees Natur times consecutively, to-wit: has been in said paper 19 On the 4 3 4 7 On the TO and subscribed before me, this Western Notary icy Gormalesian Expires Hay 27, 1937 Canton, Miss. NOW, THEREGORE, I, Bobby LE, I, Bodby LE, MINDA, WIR on the lost of Activity and the devel of the last sea with the lost of Activity and the sea of Activity and the sea of Activity and the School Courts of Scho BILLY V. COOPER, Clerk
By. 7. W. L. L.

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#### WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY OF CANTON, MISSISSIPPI, A MUNICIPAL CORPORATION, Grantor, does hereby convey and forever warrant unto A. B. HELMS, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to wit:

A parcel of land fronting 133.3 feet on the east side of Commerce Avenue, containing 1 acre, more or less, in Industrial Park Subdivision, No. 2, lying and being situated in Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the east line of Commerce Avenue that is 922.7 feet North of and 233 feet West of the intersection of the west line of Commerce Avenue with the north R.O.W. line of a railroad spur line; thence run East for 326.7 feet to a point; thence South for 133.3 feet to a point; thence West for 326.7 feet to a point on the east line of Commerce Avenue; thence North along the east line of said Avenue for 133.3 feet to the point of beginning.

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

- 1. County of Madison ad valorem taxes for the year 1987, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: All; Grantee: None
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Prior reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines and other utilities.
- 5. Restrictive Covenants of Industrial Park Subdivision No. 2, as recorded in Book 410 at Page 694 in the records in the Office of the Chancery Clerk of Madison County, Mississippi.

## BDCK 226 PAGE 144

6. The subject property shall be used for commercial and/or industrial purposes during the period which terminates December 31, 2005.

7. The Grantor reserves unto itself a drainage and/or utility easement 10 feet in width evenly off the west side of the subject property.

WITNESS ITS SIGNATURE on this the 7th day of APRIL , 1987.

City of Canton, Mississippi

By: Silver Kurnele

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named SIDNEY RUNNELS, who acknowledged to me that he is the Mayor of The City of Canton, Mississippi, and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of the corporation, he being first duly authorized so

of water under my hand and official seal, this the me day

NOTARY PUBLIC ) College

MY COMMISSION EXPIRES:

GRANTOR:

P. O. Box 53 Canton, MS 39046

B3040610 5727-1(RE)/14,275 GRANTEE: 377 Bob White Canton, MS 39046

# BECK 226 PAGE 145

#### PARTITION DEED



Whereas, Joanna Forbes Wells, a widow, died intestate on the \_\_\_\_\_ day of \_\_\_\_\_, 19 , and

Whereas, Joanna Forbes Wells, deceased, at the time of her death owned real property lying and being situated in Madison County, Mississippi, and

Whereas, Joanna Forbes Wells, deceased, during her lifetime had born to her five (5) children, namely: Andrew Wells, Fannie Wells Brown, Green Wells, Jr., Authur Wells, and Fred Douglas Wells, and

Whereas, Author Wells predeceased Joanna Forbes Wells, deceased, but was himself survived by four (4) children, namely: Author Wells, Jr., Danny Earl Wells, Tyron Wells, and Corley Wallace Wells, and

Whereas, Fred Douglas Wells predeceased Joanna Forbes Wells, deceased, but was himself survived by five (5) children, namely: Fred Douglas Wells, Jr., Jewel Lee Wells Dunson, Joann Wells Hunt, Dorothy Mae Wells Kuhn, and Nathaniel Wells, and

Whereas, all of the heirs-at-law aforesaid of Joanna Forbes Wells, deceased, desire to now divide and partite among themselves the lands of Joanna Forbes Wells, deceased, now therefore,

For and In Consideration of the Sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, and for the mutual benefit each to the other in the premises, We, the undersigned heirs-at-law of Joanna Forbes Wells, deceased, do hereby quitclaim and convey each to the other the lands of Joanna Forbes Wells, deceased, lying and being situated in Madison County, Mississippi as follows, to-wit:

To Authur Wells, Jr., Danny Earl Wells, Tyron Wells and Corley Wallace Wells, as tenants in common, the following described lands:

Being part of Lot 5, Block 44, Highland Colony according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more

particularly described by metes and bounds, to-wit:

Commencing at the southwest corner of said Lot 5 and run South 87 degrees 11 minutes East along the South line of said Lot 5 a distance of 520 feet to the Southwest corner of that certain property described in Deed Book 121 at Page 247 and the point of beginning of the property herein described; thence North along the East line of said property as deeded in Deed Book 121 at page 247 a distance of 180 feet; thence North 87 degrees 01 minutes West along the North line of that certain property deeded in Deed Book 121 at Page 247 a distance of 120 feet; thence North 26 degrees 57 minutes West a distance of 163.9 feet to the South line of Interstate 220; thence North 84 degrees 53 minutes East along the chord of a curve bearing to the right marking the South line of said Interstate 220 for a distance of 333.9 feet; thence South 00 degrees 03 minutes East along the East line of said Lot 5 a distance of 369.41 feet to the Southeast corner of said Lot 5; thence North 87 degrees 11 minutes West along the South line of said Lot 5 a distance of 138.6 feet to the point of beginning, containing 75,979 square feet, more or less.

Fred Douglas Wells, Jr., Jewel Lee Wells Du

To Fred Douglas Wells, Jr., Jewel Lee Wells Dunson, Joann Wells Hunt, Dorothy Mae Wells Kuhn and Nathaniel Wells, as tenants in common, the following described lands:

Being part of Lot 4, Block 44, Highland Colony according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:
Beginning at the Northwest corner of said Lot 4 and run South 87 degrees 00 minutes East along the North line of said Lot 4 a distance of 137.47 feet; thence South a distance of 492.6 feet; thence South 70 degrees 45 minutes West along a curve bearing to the left marking the North right of way of Interstate Number 220 for a chord distance of 145.42 feet to a point; thence North along the West line of said Lot 4 a distance of 547.8 feet to the point of beginning, containing 71,333.5 square feet, more or less.

And also:

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Being part of Lot 5, Block 44, Highland Colony according to a plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:

Commencing at the Southwest corner of said Lot 5 and run South 87 degrees 11 minutes West a distance of 287.8 feet to the point of beginning of the property herein described; thence North 02 degrees 59 minutes East along the east line of that certain property deeded in Deed Book 121 at Page 876 a distance of 181.5 feet to the Northeast corner of said property; thence

South 81 degrees 31 minutes West a distance of 103.7 feet; thence South along the West line of that certain property deeded in Deed Book 121 at Page 247 a distance of 171.8 feet; thence North 37 degrees 11 minutes West along the South line of said Lot 5 a distance of 112.2 feet to the point of beginning, containing 18,995 square feet, more or less.

To Green Wells, Jr. the following described lands:

Being part of Lot 4, Block 44, Highland Colony according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more particularly described by metes and bounds, Commandation to-wit:
Commencing at the Northwest corner of said Lot 4 and run South 87 degrees 00 minutes East along the North line of said Lot 4 a distance of 290.95 feet to the point of beginning; thence continue South 87 degrees 00 minutes East along the last mentioned call a distance of 172.51 feet; thence South a distance of 390.3 feet; thence South 76 degrees 51 minutes West along the chord of a curve marking the North line of Interstate Highway Number 220 for a chord distance of 176.9 feet; thence North a distance of 439.6 feet to the point of beginning, containing 71,333.5 square feet, more or less.

And also:

Being a part of Lot 5, Block 44, Highland Colony according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more particularly described by metes and bounds, particularly described by metes and bounds, to-wit:

Beginning at the Southwest Corner of Lot 5, and run North along the West line of said Lot 5 a distance of 136.6 feet to the point of beginning of the property herein described; thence continue North along the last mentioned call a distance of 99.6 feet to a point in the South right of way line of Interstate Highway Number 220; thence North 76 degrees 04 minutes East along the chord of a curve bearing to the right for a distance of 144.1 feet to a point in the West line of a certain deed as described in Deed Book 81 at Page 530; thence South along said West line a distance of 57.2 feet; thence South 87 degrees 11 minutes East along the South line of the said property, described in Deed Book 81 at Page 530 a distance of 36.2 feet; thence South a distance of 39.4 feet; thence South 87 degrees 01 minutes West a distance of 34.5 feet; thence South 35 degrees 51 minutes West a distance of 16.2 feet; thence North 87 degrees 07 minutes West a distance of 16.2 feet; thence North 81 degrees 07 minutes West a distance of 116.2 feet to the point of beginning, containing 18,995 square feet, more or less.

To Fannie Wells Brown the following described lands:

Being part of Lot 4, Block 44, Highland Colony according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more

particularly described by metes and bounds, particularly described by metes and bounds, to-wit:
Commencing at the Northwest corner of said Lot 4 and run South 87 degrees 00 minutes East along the North line of said Lot 4 a distance of 463.46 feet to the point of beginning; thence continue South 87 degrees 00 minutes East along the last mentioned call a distance of 194.14 feet to the Northeast corner of said Lot 4; thence South 00 degrees 03 minutes East along the East line of said Lot 4 a distance of 347.3 feet; thence South 80 degrees 24 minutes West along the chord of a curve bearing to the left and marking the North line of Interstate Highway Number 220 for a distance of 196.9 feet; thence North a distance of 390.3 feet to the point of beginning, containing 71,333.5 square feet, more or less. less.

#### And also:

Being part of Lot 5, Block 44, Highland Colony according to a plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:
Beginning at the Southwest corner of said
Lot 5 and run North along the West line of
said Lot 5 a distance of 87.8 feet; thence
South 81 degrees 40 minutes East a distance
of 106.2 feet; thence North 11 degrees 55
minutes East a distance of 47.3 feet; thence
North 35 degrees 51 minutes East a distance
of 67.9 feet; thence South 87 degrees 01
minutes East a distance of 22.5 feet; thence
South 02 degrees 59 minutes West along the
West line of the certain property as deeded
in Deed Book 121 at Page 876 for a distance
of 181.5 feet; thence North 87 degrees 11
minutes West along the South line of said
Lot 5 for a distance of 167.8 feet, and
containing 18,995 square feet, more or less.

### To Andrew Wells the following described lands:

Being part of Lot 5, Block 44, Highland Colony according to a plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more particularly described by metes and bounds, particularly described by metes and bounds, to-wit:
Commencing at the Southwest corner of said Lot 5, and run South 87 degrees 11 minutes East along the South line of said Lot 5 a distance of 167.8 feet; thence North 02 degrees 59 minutes East along the West line of that property as deeded in Deed Book 121 at Page 876 a distance of 181.5 feet; thence South 87 degrees 01 minutes East along the North line of that said property as described in Deed Book 121 at Page 876 for a distance of 12.0 feet to the point of beginning of the property herein described; thence North a distance of 39.4 feet; thence South 87 degrees 11 minutes East along the South line of that certain property as deeded in Deed Book 81 at Page 530 for a distance of 68.8 feet; thence North along the East line of that certain property as deeded in Deed Book 81 at Page 530 a

distance of 83.4 feet to a point in the South line of Interstate Highway Number 220; thence North 80 degrees 35 minutes East along the chord of a curve bearing to the right for a distance of 81.6 feet; thence South 26 degrees 57 minutes East a distance of 163.9 feet to the Northwest corner of that certain property deeded in Deed Book 121 at Page 247; thence South along that certain property as deeded in Deed Book 121 at Page 247 a distance of 8.2 feet; thence North 81 degrees 31 minutes West a distance of 103.7 feet to the Northeast corner of the aforesaid certain property as deeded in Deed Book 121 at Page 876; thence North 87 degrees 01 minutes West along the North line of that certain property a distance of 120 feet to the point of beginning, and containing 18,995 square feet, more or less.

#### And also:

Being a part of Lot 4, Block 44, Highland Colony according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit. to-wit:
Commencing at the Northwest corner of said
Lot 4 and run South 87 degrees 00 minutes
East along the North line of said Lot 4 a
distance of 137.47 feet to the point of
beginning; thence continue South 87 degrees
00 minutes East along the last mentioned
call a distance of 153.48 feet; thence South
a distance of 439.6 feet; thence South
call a distance of 439.6 feet; thence South
for the North right of way of
Interstate Highway Number 220 for a distance
of 159.7 feet; thence North a distance of
492.6 feet to the point of beginning,
containing 71,333.5 square feet, more or
less.

day of WITNESS MY SIGNATURE on this the

AUTHUR WELLS, JR.

this the 3rd \_ day of SIGNATURE on WITNESS MY \_, <u>/987</u> -, <del>1986.</del> April

Darny Earl Wallx

WITNESS MY SIGNATURE on this the 3rd day of April , 1980.
TYRON WELLS
WITNESS MY SIGNATURE on this the 3rd day of April, 1987.
Colley Wallace Wells  Colley Wallace Wells  Corley Wallace Wells
WITNESS MY SIGNATURE on this the 22/10 day of Peckurel, 1986.
Motor County for FRED DOUGLAS WELLS JR.  Mille Hally  Adam of this the 2017 day of
December, 1986.
MENEL LEE WELLS DUNSON TO A LA L
WITNESS MY SIGNATURE on this the <u>JUND</u> day of December, 1986.  [Laure Lawell 9]
John Wells Hunt
WITNESS MY SIGNATURE on this the 231/b day of December, 1986.
Lane LAWIN DOROTHY MAE WELLS KUHN

BOOK 226 PAGE 151

WITNESS MY SIGNATURE ON CHIS CHE	
Dietmiter 1986:	
Notory Public, Vi. ync County, Mil NATHANIEL WELLS  And Commission Expression 19, 19907	
WITNESS MY SIGNATURE on this the 24 th day of Admion, 1989.	
FANNIE WELLS BROWN	
WITNESS MY SIGNATURE on this the 3/5/ day of March, 1980.	•
andrew Wells	
STATE OF MISSISS PP	
COUNTY OF COUNTY	
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STATE OF MISSISSIPPI	
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COUNTY OF 11 OCTOBER AND APPEAL	RED BEFORE ME, the undersigned tion aforesaid, the within named tion aforesaid, the within named to be a signed and delivered.
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STATE THE PART WAS THE TO HAND AND OF	FICIAL SEAL, this the
day, of April 1986. 1987.	Linico D. 4 War
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MY Commission Expires September 22, 1990	$\bigcup$
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authority in and for the jur	acknowledged that she signed and
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delivered the above and day and year therein mentioned.  GIVEN UNDER MY HAND AND COLUMN 1986-1987.	DEFTCIAL SEAP, this the
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R. Pontabella	Explired September 22, 1898
Muc H.	
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authority in Mells, Jr. who	acknowledged acknowledged to a
delivered the above and love	acknowledged that he sign on the going instrument of writing on the
day and year UNDER MY HAND AND	OFFICIAL SEAL, this the 22 1/2
day of December, 1986.	1 see A There
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MY COMMISSION EXPIRES:	
EDDIS L. HALL, JR. Notary Public, Weyno County, MI	•
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STATE OF . Nº77/4/ PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jursidiction aforesaid, the within named Joann Wells Hunt who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of Accument, 1986. MOTARY PUBLIC MY COMMISSION EXPIRES:
N-157 VILLE DESCRIPTION 1993 STATE OF THE WASTE 19,4900 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for jurisdiction aforesaid, the within named Dorothy Mae Wells Kuhn who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this they day of December, 1986.

MY COMMISSION EXPIRES: MY COMMISSION EXPLRES: Noice Public Wayno County Mi My Commission County Mi STATE OF MAN A COUNTY OF WAY AND WAY A COUNTY OF WAY AND WAY A COUNTY OF WAY AND WAY AND WAY AND WAY AND WAY AND WAY AND WAY A COUNTY OF WAY AND WAY A PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Nathaniel Wells who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2 day of Necessary, 1986. NOTARY PUBLIC. MY COMMESSION: EXPORES MI My Commission Explication 49, 1990 STATE OF Mississippe COUNTY OF Marken PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Fannie Wells Brown who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned. therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24
day of Jahren, 1987 Mannie Lai Man Mannie NOTARY PUBLIC marzo MY COMMISSION EXPIRES: 111/88 .....

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who acknowledged that he signed and dell who acknowledged that he signed and dell foregoing instrument of writing on the d	ay and year oner-
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CTUEN UNDER MY HAND AND OFFICIAL DESCRIPTION	this one
day of April , 1987.	CO PICTURED
NOTARY PUBI	TC
GE 26536 474.2 CSD"	
MY COMMISSION EXPIRES:	
Political Explication September 22, 1991	
1 AND	
N.35 65 7	26th day of
WITNESS MY SIGNATURE on this the	day of
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PERSONALLY APPEARED BEFORE the Wit	hin named Green Wells,
and for the jurisdiction aforesaid, the with Jr. who acknowledged to me that he signed a juristic on the	ind delivered the above
Jr. who acknowledged to me that he signed and foregoing instrument of writing on the	e day and year therein
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mentioned. HNDER MY HAND AND OFFICIAL SEA	L, this the
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mentioned.  GIVEN UNDER MY HAND AND OFFICIAL SEA  day of	rtify that the within instrument was filed  at 100 o'clock
mentioned.  GIVEN UNDER MY HAND AND OFFICIAL SEA  day of	rtify that the within instrument was filed  at 100 o'clock
mentioned.  GIVEN UNDER MY HAND AND OFFICIAL SEA  day of	rtify that the within instrument was filed  at 100 o'clock

# 806K 226 PAGE 155

# HTRUSTEE'S DEED

WHEREAS, default was made in the performance of the conditions and stipulations as set out by that certain Deed of Trust executed by GARY THOMAS and wife, REBECCA L. THOMAS, to PHILLIP M. NELSON, Trustee, for the use and benefit of SIDNEY A. SMITH, Ridgeland, Mississippi, under date of October 1, 1986, and of record in Book 605 at Page 669 of the records of Deeds of Trust in the office of the Chancery Clerk of Madison County at Canton, Mississippi, reference to which is hereby made.

WHEREAS, the said default continued for a period of more than ninety (90) days and

WHEREAS, having been requested so to do by the Beneficiary of said Deed of Trust, and the legal holder of the indebtedness secured and described by said Deed of Trust, I did make demand on the said GARY THOMAS and wife, REBECCA L. THOMAS, and did advertise the here-inafter described property for sale in the Madison County Herald, Canton, Mississippi, a newspaper of general circulation in Madison County, Mississippi, on the 5th, 12th, 19th and 26th day of March, 1987, and

WHEREAS, I did post notice of Trustee's Sale at the South Front Door of the Madison County Courthouse at Canton, Mississippi, on the 5th day of March, 1987, and said notice did there remain until the 27th day of March, 1987, being the day set for the sale by Trustee set forth in said notice, and

WHEREAS, the Trustee's Notice of Sale, in accordance with the hereinabove mentioned Deed of Trust provided that said Property would be sold between the hours of 11:00 o'clock A.M. and 4:00 o'clock P.M., at the South Front Door of the Courthouse for Madison County, Mississippi, located at Courthouse Square, Canton, Mississippi, and

WHEREAS, on the 27th day of March, 1987, I did, as Trustee

#### BIGH 226 PAGE 156

named in said Deed of Trust, between the hours of 11:00 o'clock A.M. and 4:00 o'clock P.M. appear at the South Front Door of the Courthouse for Madison County, Mississippi, at Courthouse Square, Canton, Mississippi, and offer for sale the following described land and property being situated in Madison County, Mississippi and being all the property described in the hereinabove mentioned Deed of Trust, to-wit:

Lot 14 and a stripe 5 feet in width off of the South side of Lot 15, Waldrom Subdivision, Part II, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 21, reference to which map or plat is here made in aid of and as a part of this description.

WHEREAS SIDNEY A. SMITH, whose address is P. O. 567, Ridgeland, Mississippi, 39158, did at said time, date and place make the highest and best bid for cash, and

WHEREAS, I, as Trustee named in said Deed of Trust, did 'strike-off the said property to the said SIDNEY A. SMITH, as the highest and best bidder therefor for cash.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of \$9,294,56, cash in hand paid, receipt of which is hereby acknowledged, I, PHILLIP M. NELSON, Trustee, pursuant to the powers vested in me by the herein above mentioned Deed of Trust, do hereby sell and convey to SIDNEY A. SMITH, whose address is, P. O. Box 567, Ridgeland, Mississippi 39158, the above described land and property lying and being situated in Madison County, Mississippi.

Title to the hereinabove described property is believed to be good, but I hereby convey only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE on this the 77th day of March, 1987.

#MILLIP M. NELSON, TRUSTEE

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STATE OF MISSÍSSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named PHILLIP M. NELSON, Trustee, who acknowledged to me that he signed and delivered the above and foregoing Trustee's Deed on the year and date; therein mentioned.

date therein mentioned.

date therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this
there 27th day of March, 1987.

My Commission Expires:

My Commission Expires September 22, 1990

NOTARY PUBLIC

PERSONALLY CAME before me,	the undersigned, a notary public in and for MADISON County, Miss	
1	the PRINTER of MADISON COUNTY HERALD, a newspaper pul	
TRUSTEE'S NOTICE OF SALE', WHEREAS, GARY THOMASS and wife, RESECCA L. THOMAS	in the City of Canton, Madison County, in said state, who, bein	
and wife, REBECCA L. THOMAS executed a Land Deed of Trust to	sworn, deposes and says that MADISON COUNTY HERALD is a	
PHILLIP M. NELSON, Truslee, for	paper as defined and prescribed in Senate Bill No. 203 enacted at the	
SIDNEY A. SANTH under date of October 1, 1986, and recorded in-	session of the Mississippi Legislature of 1948, amending Section 18	
Book 405 at Page 449 of the records	the Mississippi Code of 1942, and that the publication of notice of	which
is the office of the Chancery Clerk!	the annexed is a copy, in the matter of	
sissippi, and WHEREAS, default having been	^	
made in the performance of the conditions and stabulations as set	4 / 1	
forth by said Land Deed of Trust,	Thusley Notice of Sile.	
and having been requested so to do a by the said SIDNEY A, SMITH, the	JB .	
lepsi holder of the indebledness se- cured and described by said Land		<del></del>
Deed of Trust, notice is hereby giv-		
en that I, PHILLIP AL NELSON, Truslee, by virtue of the authority		
conferred upon me in said Land Deed of Trust, will offer for saie	1	
and will sell at public sale and out- cry to the highest and best bidder	has been in said papertimes consecutively,	to-wit:
, for cash, between the hours of 11:00	5 ' ' ' ' 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 /	61
o'clock A.M. and 450 a'clock P.M., at the South front door of the Madi-	On the day of huch,	<u>57 گور</u>
Source, Canton, Mississippi, on the	20 11	6_
27th day of March, 1987, the follow-	On the 12 day of Darch,	19 <u>67</u>
Ing described land and property by- ing and being situated in Madison	10 2 1	· .
County, State of Mississipple to with	On the 19 day of Arch	19 <u>&amp; 7</u>
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Affines my hard and seal of office,	APR 1.5 1987	
account of the	BILLY V. COOPER, Clerk	
COUNTY MILLER		
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STATE OF MISSISSIPPI

COUNTY OF MADISON .

BOOK 226 PAGE 159

3575

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, ALBERT N. DRAKE, P.O. Box 83, Jackson, Mississippi 39205, WANDA SANDERS COPELAND, 510 Rollingwood Drive, Jackson, Mississippi 39211, and DEPOSIT GUARANTY NATIONAL BANK, TRUSTEE OF THE WANDA SANDERS COPELAND TRUST, One Deposit Guaranty Plaza, Jackson, Mississippi 39201, do hereby sell, convey and warrant unto DOLAN D. SELF, JR., 2012 Tidewater Lane, Madison, Mississippi 39110 and GARY DWAYNE SELF, 414 Old Canton Road, Madison, Mississippi 39110, as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, more particularly described as follows:

From the intersection of the line between the North 1/2 and the South 1/2 of the Northeast 1/4 of Section 34, Township 8 North, Range 2 East, Madison County, Mississippi, with the center of Clarkdell Road, said point is the Southeast corner of the Robert A. Brown Property; run thence North 89 degrees 00 minutes West along a fence line, a distance of 1320.0 feet; thence run North 1 degree 00 minutes East along a fence line, a distance of 1169.30 feet to the point of beginning of the following described parcel of land; from said point of beginning continue thence North 1 degree 00 minutes East along a fence line, a distance of 905.29 feet; thence run South 89 degrees 00 minutes East along a fence line, a distance of 1592.95 feet to the center of said Clarkdell Road; thence run Southerly along the center of said Clarkdell Road; thence run Southerly Road the following: South 00 degrees 45 minutes West, a distance of 662.88 feet; thence run South 10 degrees 11 minutes West, a distance of 127.3 feet; thence run South 18

degrees 14 minutes west, a distance of 122.23 feet; thence leaving the center of said clarkdell Road run center of said clarkdell Road run thence North 89 degrees 00 minutes thence North 89 degrees 00 minutes thence of 1539.32 feet to west, a distance of 1539.32 feet to the point of beginning, containing the point of beginning, containing 33.0 acres, more or less, and being 33.0 acres, more or less, and being part of the Southeast 1/4 of Section part of the Southeast 1/4 of Section 27, Township 8 North, Range 2 East, Madison County, Mississippi.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year 1987 a lien and 0 /12ths by Grantors and 12 /12ths , shall be paid \_\_ by the Grantees herein.
  - This conveyance and the warranty hereof are made subject to all zoning ordinances, subdivision regulations, building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

aller X, DRAKE

WHAY WANDA SANDERS COPELAND

DEPOSIT GUARANTY NATIONAL BANK, TRUSTEE OF THE WANDA SANDERS COPELAND TRUST

STATE OF MISSISSIPPI

COUNTY OF MACACEON HINDS

: 1

personally appeared before me, the undersigned authority in and for said county and state, the within named ALBERT N. DRAKE, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the

April, 1987.

(SEAL)

My commission

Jan Himese NOTARY PUBLIC

STATE OF MISSISSIPPI COUNTY OF MADAGON HINDS

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

Elizabet A. Sampley

y commission expires:

STATE OF MISSISSIPPI

COUNTY OF YXXXXX HINDS

that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf of said bank, he being first authorized so to do.

Given under my hand and official seal, this the April, 1987.

226 mi

NOTARY PUBLIC

(șeal)

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

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

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

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STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 226 PAGE 163

ANDEXED?

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, DOLAN D. SELF, JR., 2012 Tidewater Lane, Madison, Mississippi 39110 and GARY DWAYNE SELF, 414 Old Canton Road, Madison, Mississippi 39110, do hereby sell, convey and warrant unto DOLAN D. SELF, JR., and wife, SARAH BETHEA SELF, 2012 Tidewater Lane, Madison, Mississippi 39110, as joint tenants with rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, more particularly described as follows:

From the intersection of the line between the North 1/2 and the South 1/2 of the Northeast 1/4 of Section 34;
Township 8 North, Range 2 East, Madison County, Mississippi, with the center of Clarkdell Road, said point being the Southeast corner of the Robert A. Brown Property; run thence North 89 degrees 00 minutes West along a fence line, a distance of 1320.0 feet; thence run North 1 degree 00 minutes East along a fence line, a distance of 1320.0 feet; thence run North 1 degree 00 minutes East along a fence line, a distance of 2169.30 feet to the point of beginning of the following described parcel of land; from said point of beginning continue North 1 degree 00 minutes East along a fence line, a distance of 454.29 feet; thence run South 89 degrees 00 minutes East a distance of 1594.9 feet to the center of said Clarkdell Road; thence run Southerly along the center of said Clarkdell Road the following: South 0 degrees 45 minutes West, a distance of 211.88 feet; thence run South 10 degrees 11 minutes West, a distance of 127.3 feet; thence run South 18 degrees 14 minutes West, a distance of 122.23 feet; thence leaving said Road, run North 89 degrees 00 minutes West, a distance of 1539.32 feet to the point of beginning, containing 16.5 acres, more or less, and being part of the Southeast 1/4

of Section 27, Township 8 North, Range 2 East, Madison County, Mississippi.

This conveyance is executed subject to the following exceptions:

- · 1. Ad valorem taxes for the year 1987 a lien and shall be paid by the Grantees herein.
- 2. This conveyance and the warranty hereof are made subject to all zoning ordinances, subdivision regulations, building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

EXECUTED this the 10 day of April, 1987.

DOLAN D. SELF, JR

GARY DWAYNE SELF

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named DOLAN D. SELF, JR., and GARY DWAYNE SELF, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the

April, 1987.

NOTARY PUBLI

(SEAL)

My commission expires:

۱۳. اگر. د STATE OF MISSISSIPPI COUNTY OF MADISON

#### BOOK 226 PAGE 165

INDEXED]

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, DOLAN D. SELF, JR., 2012 Tidewater Lane, Madison, Mississippi 39110 and GARY DWAYNE SELF, 414 Old Canton Road, Madison, Mississippi 39110, do hereby sell, convey and warrant unto GARY DWAYNE SELF and wife, PATTY H. SELF, 414 Old Canton Road, Madison, Mississippi 39110, as joint tenants with rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, more particularly described as follows:

From the intersection of the line between the North 1/2 and the South 1/2 of the Northeast 1/4 of Section 34,
Township 8 North, Range 2 East,
Madison County, Mississippi, with the center of Clarkdell Road, said point being the Southeast corner of the Robert A. Brown Property; run thence North 89 degrees 00 minutes West along a fence line, a distance of 1320.0 feet; thence run North 1 degree 00 minutes East along a fence line, a distance of 2623.59 feet to the point of beginning of the following described parcel of land; from said point of beginning continue thence North 1 degree 00 minutes East along a fence line, a distance of 451.0 feet; thence run South 89 degrees 00 minutes East along a fence line, a distance of 1592.95 feet to the center of said Clarkdell Road; thence run South 0 degrees 45 minutes West along the center of said Clarkdell Road; thence run North 89 degrees 00 minutes West, a distance of 1594.92 feet to the point of beginning, containing 16.5 acres, more or less, and being part of the Southeast 1/4 of Section 27, Township 8 North, Range 2 East, Madison County, Mississippi.

This conveyance is executed subject to the following exceptions:

- Ad valorem taxes for the year 1987 a lien and shall be paid by the Grantees herein..
- 2. This conveyance and the warranty hereof are made subject to all zoning ordinances, subdivision regulations, building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

EXECUTED this the day of April, 1987.

Dolan D. Self, Jr.

GARY DWAYNE SELF

STATE OF MISSISSIPPI .

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named DOLAN D. SELF, JR., and GARY DWAYNE SELF, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the D April, 1987.

NOTARY PUBLIC

(SEAL)

My commission expires:

STATE OF MISSISSIPPI,	County of Madison:			
July O'Billy V-Cooper,	Clerk of the Chancery Co	ourt of Said County, cer	tify that the within instru	ment was med
ctor record in my office at	is . D . day of And	(1), (1), (1), (1), (2), (1), (2), (1), (2), (1), (2), (1), (2), (1), (2), (2), (2), (2), (2), (2), (2), (2	1., at <: ' o'clock	()M., and
STATE OF MISSISSIPPI,  1) Billy V-Copper,  10 Necord in my office al  was duly recorded on the	day of	1 3 1301, 19.	, Book No.	age المجيرة. أ. age
my office	Least of office, this the	APR, 15 1997		
FOR AMERICAL VON	( Sea) Of Ottice, this the	BILL	Y V. COOPER, Clerk	
The second of the second		- 22 1	Duget	D.C.
COUNTY, MASSIN	•	BA · · જ · } • * • ›	.4.5.76.5	, D.G.
111-74-1	' 1			

# BOOK 226 MGE 167 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			<u>6</u>	
the sum of clur theward winter- wever + 151/	100°-1		DOLLARS (S.	1067.15)
being the amount necessary to redeem the following described land in sa	id County	and State	, to-wit:	
DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
Lot 200.6 x 120 x 190.8 x 152.65	,			
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at S1/2 NW1/4 DB163-68T	610	-/i ·	· · · · · · · · · · · · · · · · · · ·	
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which end and secretary (and S Land			•	
11110 1200 10110 022020 00	-110	nitt		and sold on the
25 day of Chiquet 1986 to Goorge				for
taxes thereon for the year 1980, do hereby release said land from all cla				
N WITNESS WHEREOF, I have hereunto set my signature and the seal			the	day of
19 X Billy V. Cooper, Chanc	ery Clerk.	Va	man. L	
(SEAL)		15(CO)	rejory	, D.C.
STATEMENT OF TAXES AND CH	ARGES		' '	2200
(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)		· · · · · · · · · · · · · · · · · · ·		s 0 10.10
(2) Interest 3 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				_\$ <i>(00.91</i>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)				_\$
(4) Tax Collector Advertising Selling each separate described subdivision as	set out on	assessment	roll.	_
\$1.00 plus 25cents for each separate described subdivision				- 300
5) Printer's Fee for Advertising each separate subdivision		\$1.00 6	acn	_s <u></u>
(6) Clerk's Fee for recording 10cents, and indexing 15cents each subdivision.	Total 25ce	nts each su	paivision	_ <u>}</u>
(7) Tax Collector—For each conveyance of lands sold to indiviseduals S1 00 _	,			: 934)
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR				3 435
(9) 5% Damages on TAXES ONLY. (See Item 1)	avec and			
costs only Months	ance on		,	s 74.79
(11) Fee for recording redemption 25cents each subdivision				s .25
				s
(12) Fee for indexing redemption 15cents for each separate subdivision	н			s <i>1.0</i> 0
(13) Fee for executing release on recemption	No. 457.1		•	_s
(15) Fee for issuing Notice to Owner, each			\$2 00	_s
(16) Fee Notice to Lienors@ \$2.50 each	-			_s
(17) Fee for mailing Notice to Owner			_S1.00	_ s
(18) Sheriff's fee for executing Notice on Owner if Resident		·	_\$4 00	-\$ <del>(0=4)</del>
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(19) 1% on Total for Clerk to Redeem		<u>'i'</u>		_s <u>_/O.5</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 Traxes and to p	ay accrued	taxes as j	gwn abpye 71	_s <u>/0/65</u> _l
1201 011/11/01/01/01		,}≺	<u>ecker.</u>	<u> </u>
Excess bid at tax sale S		.,		1067.1.
(acorde Werrett 1053.	<u> 20                                    </u>		*	
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Doollal V	00	*		
1061	15			
MANUAL CONTRACTOR OF THE PROPERTY OF THE PROPE			<del>_</del> ,	,
TATE OF MISSISSIPPI, County of Madison:		-	4	· .
H. Billy V. Cooper, Clerk of the Chancery Court of Said Cour	ity, certif	y that th	e within instr	ument was file
A CALLER Self this 10 day of CLOW	19ቖጌ.	, at .2!	Co'clock	. <i>[</i> .] M., an
bas auty recorded by the day of APR 15 1987	, 19	, Book	No. Cardon	Page . 1 6.4.1
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ny office. APR 1 5, 1987	RILLY	V. COOP	, 19 ÉR, Clerk	* * *
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INDEXED"

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

BOOK 226 PAGE 168

3600

# SPECIAL WARRANTY DEED

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Grantee, his heirs and assigns, forever, and the Grantor does covenant with the said Grantee, his successors and assigns, subject to those matters hereinafter stated, that it is lawfully seized in fee of the aforegranted premises, and that it has a good right to sell and convey same.

This deed is hereby made subject to the following:

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.

# \_\_\_\_\_\_\_\_\_226 and 169

#### SECOND:

And the second

Any lien, defector encumbrance of record and/or any discrepencies, 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.

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

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 <u>Jackson</u>, its attorney-/ by and . through Evans H. Dendy, Manager, XXXCentral Mississippi Service, Center, \_, 1980. as duly authorized, on this 10th day of April

FEDERAL LAND BANK OF JACKSON

Ву:	OF JACKSON
. Y	REVANS H. DENDY, MANAGER, CENTRAL MISSISSIPPI SERVICE CENTER

STATE OF MISSISSIPPI

COUNTY	OF	HINDS	
Luunii	v	HINDS-	

I, the undersigned Notary Public in and for the State and County.

aforesaid, do hereby certify that EVANS H. DENDY whose name as of the Federal Land Bank Association of the Federal Land Bank Association of Service Center for an on behalf of the Federal Land Bank 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 the day that the federal Land Bank of Jackson.

Given under my hand and official seal on this \_ \_, 1987.

My Commission Expires:

May 5, 1987

ADDRESS OF GRANTOR:

1800 East County Line Road Ridgeland, MS 39157

ADDRESS OF GRANTEE:

P.O. Box 327 Canton, MS 39042

# EUCK 225 PAGE 170

EXHIBIT A to Special Warranty, Deed from Federal Land Bank of Jackson to C. R. Montgomery, Tomie Pace Sellers and Thomas Leon Sellers

### DESCRIPTION OF PROPERTY

The W1/2 of the NE1/4 of the SW1/4, Section 7, Township 9 North, Range 3 East, Madison County, Mississippi, that lies East of Highway 16, LESS AND EXCEPT: the following described parcel of land: From a concrete monument being the SE corner of the NE1/4 of SW1/4, Section 7, Township 9 North, Range 3 East, go West along said quarter section line to its North, Range 3 East, go West along said quarter section line to its intersection with the east boundary of Highway 16; thence go North 10 degrees 01 minute West a distance of 665.1 feet to a point which is the POINT OF BEGINNING of the parcel being described and from said point of beginning, go North 10 degrees 01 minutes West along the east right-of-way of Highway 16 a distance of 335.3 feet; thence go North 80 degrees 48 minutes East a distance of 286.0 feet; thence go South 85 degrees 06 minutes West a distance of 284.4 feet to the point of beginning, said parcel containing 2.37 acres.

ALSO LESS AND EXCEPT: The following described parcel of land being situated in the SE corner of the NE1/4 of the SW1/4 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 NE¼ SW¼, 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 NE¼ of the SW¼ of said Section 7; run thence South along aforesaid line for a distance of 250 feet, more or less, to the POINT OF BEGINNING, containing 0.518 acres, more or less.

The land hereby conveyed, after exceptions, contains 32.78 acres, more or less.

SIGNED FOR IDENTIFICATION:

FEDERAL LAND BANK OF JACKSON

## PLAT OF PROPERTY IN

N'/Z OF SWILL OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 3 EAST MADISON COUNTY, MISSISSIPPI

CREEL & SON LAND SURVEYORS BENTONIA, MISS.

MARCH 24., 1986 SCALE! 1"= 200

PROPERTY

FOAD --

NW CORNER OF NE'14 SV1 1/4 SEC. 7, T-9-N, P-3-E

2.37 ACRES

IRON PIN

32.78 ACRES (NOT INCLUDING 2.37 ACRES AND NOT INCLUDING . 0.518 ACRES ACROSS CITCH IN SE CORNER).

:115.0 EAST

CONCRETÉ MON. 9 SE COR. NE'14 SH'14 SEC. 7, TON, R3E.

William & breel

ATE OF MISSISSIPPI, County of Madison:

1. Billy V. Cogrey, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed in the chancery Court of Said County, certify that the within instrument was filed to the chancery Court of Said County, certified the chancery Court of Said County, certify the chancery Court of Said County, certify the chancery Court o STATE OF MISSISSIPPI, County of Madison: APR 1 5 1987 d seal of office, this the .

BILLY V. COOPER, Clerk By ... I Wright

## 800X 228 PAGE 172



#### QUITCLAIM DEED

C

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, DOUGLAS M. MIDDLETON and wife, JOAN H. MIDDLETON, Grantors, do hereby remise, release, convey and forever quitclaim unto DOUGLAS M. MIDDLETON and wife, JOAN H. MIDDLETON, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, 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:

#### Tract I

A tract of land containing one (1) acre, more or less, lying and being situated in the SE1/4 SE1/4 of Section 27, T9N, R2E, Madison County, Mississippi, and more particularly described as follows:

Commencing at the NE corner of the M. Ross Smith, et ux property as conveyed by deed recorded in Deed Book 153 at page 483 in the records of the Chancery Clerk of said County and run West along the North line of said Smith property 220 feet to the point of beginning of the property here described, and from said point of beginning run West along the North line of the Smith Property 210 feet to the east margin of a private road, thence North along the East margin of said private road 210 feet to a point, thence East 210 feet to a point, thence South 210 feet to the point of beginning, containing one (1) acre more or less in the SE1/4 Se1/4, Section 27, T9N, R2E, Madison County, Mississippi. (a plat of the Smith property is recorded in Deed Book 153 at Page 483, said County.)

#### Tract 2

A tract of land containing one (1) acre, more or less, lying and being situated in the E1/2 SE1/4 SE1/4 of Section 27, Township 9 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the southeast corner of the tract conveyed to Grantees herein by Billie Trigg, Grantor herein, on February 10, 1978 and of record in Land Deed Book 154 at page 693, Chancery Clerk's Office of Madison County, Mississippi and from said point of beginning run east 210 feet to a point;

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## 2001 226 MEE 173

thence north 210 feet to a point; thence west 210 feet to the northeast corner of the property of Grantee's above mentioned; thence south along the east line of Grantee's property 210 feet to the point of beginning.

WITNESS OUR SIGNATURES; on this the 9th day of April, 1987.

Douglas M. MIDDLETON

JOAN H. MIDDLETON

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named DOUGLAS M. MIDDLETON and wife, JOAN H. MIDDLETON 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 9th day

Blanche & Bulledge NOTARY PUBLIC

MY COMMISSION EXPIRES: Lity Commission Expires January 29, 1991

GRANTOR:

GRANTEE:

B3040902 5190-2(RE)/8085

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STATE OF MISSISSIPPI, Co	ounty of Madison:	
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STATE OF MISSISSIPPI COUNTY OF MADISON MDEXED

3004

#### QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, HOLLY NOBLE MINCHEW, do hereby convey and quitclaim unto JIMMY DALE HOLMES the following described real property situated in Madison County, Mississippi, to wit:

A parcel of land containing 0.23 acres, more or less, and fronting 75.8 feet on the east side of Moss Road in the S\(^1\)SW\(^1\) of Section 24, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a creosote post at the SW corner of Section 24, Township 9 North, Range 3 East and run East 168.9 feet to a point; thence North 715.8 feet to a fence post and point of beginning; thence S88°32'W 135.96 feet to a point on the east R/W of Moss Road; thence North 75.8 feet along said R/W to a point; thence N87°50'E 129.25 feet to a fence corner; thence S05°E 77.5 feet along a fence to the point of beginning.

WITNESS MY SIGNATURE this 10 day of 1987.

HOLLY NOBLE: MINCHEW

STATE OF FLORIDA COUNTY OF Orange

Personally appeared before me the undersigned authority, in and for the above county and state, the within named HOLLY NOBLE MINCHEW who acknowledged that she did sign, execute, and deliver the above and foregoing Quitclaim Deed as and for her free act and deed on the day and date therein mentioned.

ISSUED UNDER MY HAND AND OFFICIAL SEAL this 10 day of

April , 1987.

Notary Public

My Commission Expires:

Motory Public, State of Ploids
My Commission Expires Oct. 23, 1989
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nty of Madison:	STATE OF MISSISSIPP	
of the Chancery Court of Said County, Certary and 25 o'clock A. M., and	" A" in the Bolly Ar & garden	ď
nty of Madison: of the Chancery Court of Said County, certify that the within instrument was filed day of	Section and the	
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BILLY V. COOPER, Clerk	Witness my Manda	Í
By M. W. D.C.	Consessed MISS HIP	٦
By. y. 1	Town of the state	•

INDEXED! GCZ

#### SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on March 30, 1979, Joseph H. Mitias and wife, Carolyn S. Mitias, executed a deed of trust to Luther Boyd, Trustee, for the use and benefit of First Mississippi National Bank, beneficiary, which deed of trust is recorded in Book 455 Page 281, records of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, said deed of trust, as corrected and modified was re-recorded in Book 463 Page 143, records of aforesaid Chancery Clerk; and

WHEREAS, on June 21, 1982, by instrument recorded in Book 159 at Page 491, and re-recorded in Book 502 at Page 797, records of aforesaid county, First Mississippi National Bank assigned the above mentioned deed of trust to Small Business Administration, an agency of the United States of America; and

WHEREAS, on October 7, 1986, by instrument recorded in Book 602 Page 401, records of said county, Small Business Administration substituted and appointed Robert G. Nichols, Jr. as Substituted Trustee in the place and stead of Luther Boyd to execute the trusts contained in the deed of trust first mentioned hereinabove; and

WHEREAS, default having been made in the performance of the terms, conditions and stipulations as set out in 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 Substituted Trustee having been requested by the said Administrator of the Small Business Administration, the present legal holder and beneficiary of said deed of trust, to execute the trust and to sell the land and property described in said deed of trust for the purposes of raising the sums due thereunder, together with costs, attorney's and trustee's fees and expenses of sale; and

WHEREAS, on February 19, 1987, same being more than twentyfive (25) days prior to the date of the foreclosure sale fixed by the Substituted Trustee, the latter did notify Internal Revenue

## SHOK 226 PAGE 176

Service by certified mail of said sale, a copy of said letter being attached hereto as Exhibit "A"; and

WHEREAS, the Substituted Trustee's Notice of Sale was posted.

on the bulletin board at the Madison County Court House in Canton,

Mississippi, on February 20, 1987, and said notice was published

in the Madison County Herald, a newspaper of general circulation

in Madison County, Mississippi, on March 5, 12, 19, 26 and April

2, 1987; and

WHEREAS, after advertising such sale in all respects as required by law and the terms of said deed of trust, the undersigned as Substituted Trustee, and pursuant to the power and authority vested in him by the terms of the said deed of trust, did, at 11:10 A.M. o'clock on the 3rd day of April, 1987, at the east front door of the County Court House, Madison County, at Canton, Mississippi, offer the real property conveyed by said deed of trust, as herein-after described, for sale at public outcry to the highest bidder for cash, all in the manner prescribed and required by law and the terms of said deed of trust; and

WHEREAS, at said time and place, the undersigned received from the hereinafter named grantee a bid of Fifteen Thousand Dollars (\$15,000.00), which was the highest bid received for said real property and said bidder was then and there declared to be the purchaser thereof.

NOW, THEREFORE, for and in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00), cash in hand paid, the receipt of which is hereby acknowledged, the undersigned, as Substituted Trustee, does hereby sell and convey unto Small Business Administration, an agency of the United States of America, the aforesaid highest bidder, the real property described in said deed of trust and sold as aforesaid, said described real property being situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

All that part of Lot 2, Block 28, of Highland Colony Subdivision, according to the map thereof which is of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 2 at page 6, described by metes and bounds as follows:

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Commence at the Northeast Corner of Lot 2, Block 28, and thence run South 140.0 feet to the Point of Beginning; thence run West 145.0 feet; thence run South 157.0 feet; thence run North 74 degrees 23 minutes East for a distance of 150.5 feet; thence run North 116.3 feet to the Point of Beginning.

The said lands are sold subject to a deed of trust made by Joseph H. Mitias, and wife, Carolyn S. Mitias, to Wortman & Mann, Inc., dated June 18, 1974, and recorded in Book 403 Page 911, as assigned in Book 404 Page 808, as further assigned August 9, 1974, to Federal Home Loan Mortgage Corporation, Book 405 Page 326, records of said county.

Title is believed to be good, but I convey only such title as is vested in me as Substituted Trustee. .

WITNESS MY SIGNATURE this the 3rd day of April, 1987.

ROBERT G. NICHOLS, SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid; Robert G. Nichols, Jr., who acknowledged to me that he is the Substituted Trustee as set out in the foregoing instrument and that he signed, executed and delivered the above and foregoing instrument as his act and deed on the date therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3rd day

1987.

MY COMMISSION EXPIRES:

GRANTOR ADDRESS: P. O. BOX 1526, Jackson, MS 39205

322 Federal Building, 100 W. Capitol Street, Jackson, Mississippi 39269-0396 GRANTEE ADDRESS:

# STATE OF MISSISSIPPI COUNTY OF MADISON

ERSONALLY CAME before m	the PRINTER of MADISON COUNTY HERALD, a newspaper published
SUBSTITUTED TRUSTEE'S	in the City of Canton, Madison County, in said state, who, being duly
WHEREAS, ON MAICH 30, 1979,	in the City of Canton, Madison County, in said state, who seems the in the City of Canton, Madison County, in said state, who seems the county is a new county.
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	the Mississippi Code of 1942, and that the publication of notice of which
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	PROOF OF PUBLICATION -

BOOK 226 PAGE 179

ROBERT G. NICHOLS, JR., P. A.

CATHERINE W. LEE

SUITE GIG, UNIFIRST FEDERAL SAVINGS BUILDING POST OFFICE BOX 1526 TELEPHONE GOI/354-4057

JACKSON, MISSISSIPPI 39205 February 19, 1987

District Director Internal Revenue Service Federal Building 100 West Capitol Street Jackson, Mississippi 39269

Attention: Chief, Special Procedures Staff

Gentlemen:

Re: J. Mitias, Ltd.
Joseph H. Mitias
Carolyn S. Mitias
526 Wolcott Circle
Ridgeland, Mississippi 39157

I have been requested to foreclose a deed of trust made by the captioned parties to Luther Boyd, Trustee, for the use and benefit of First Mississippi National Bank, beneficiary, dated March 29, 1979, and recorded in Book 455 Page 281, records of the Chancery Clerk of Madison County, Mississippi; corrected and modified and re-recorded in Book 463 Page 143; records of aforesaid Chancery Clerk; assigned June 21, 1982, by instrument recorded in Book 502 at Page 797, records of aforesaid county to Small Business Administration, an agency of the United States of America.

The foreclosure sale will be held shortly after 11 A.M., April 3, 1987, at the Courthouse in Canton, Mississippi. The sale will be for cash.

The amount owed SBA is \$87,618.60 together with interest of \$47,591.96 through October 2, 1986, with interest accruing thereafter \$28.81 per day.

The costs of sale, including title work, trustee's commissions and costs will be approximately \$1,200.00.

BOOK 236 PAGE 180

District Director Internal Revenue Service Page Two February 19, 1987

In connection with said sale, I enclose herewith:

Copies of your two form 668 as filed;
 Copy of Substituted Trustee's Notice of Sale;
 Description of lands involved in the foreclosure.

Trusting the above is all you require, I am

Very truly yours,

Trum Maisholf Robert G. Nichols, Jr.

RGN,JR./wb

Enclosures

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STATE OF MISSISSIPPI, County	of Madison:  1 the Chancery Court of Said County, certing  2 day of	for that the within instrument was filed
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#### 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 of which is hereby acknowledged, NEW BELLUM HOLES, INC., a Mississippi corporation, does hereby sell, convey and warrant unto WOLSEY VAN HOOSE JONES, JR. and NANCY EYMANN JONES, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 13, SANDALWOOD SUBDIVISION, Part VI, a subdivision in and to the County of Madison, State of Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Miss. in Plat Cabinet C, Slide 1, reference to which is hereby made in aid of and as a part of this description.

This conveyance is subject to all protective covenants, rights of way, easements or mineral reservations of record pertaining to the subject lands.

All ad valorem taxes for year 1987 are to be prorated between the parties hereto as of the date hereof. Should it be ascertained that said taxes have not been correctly prorated when same become due, the parties hereto agree to pay each to the other any additional amounts to equal their prorata share as of the date hereof.

WITNESS THE SIGNATURE this \_\_\_\_\_ day of April, 1987.

NEW BELLUM HOMES, INC.

x Sebestian Ste

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, Sebastian Giurintano, who acknowledged to me that he is President of New Bellum Homes, Inc., a Mississippi corporation, and that he signed, executed and delivered the above and foregoing instrument for and on behalf of said corporation, as the act and deed of said corporation, on the day and year therein mentioned, he being first duly authorized so to do.

GRANTEE ADDRESS:

GRANTEE ADDRESS:

GRANTEE ADDRESS:

111 Elm St., Hadison, Ns. 39110

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### $800 \texttt{X} \quad 226 \ \texttt{PAGE} 182$

3634

#### Timber Deed

For a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned JOSEPH GUARNIERI, JOSEPH S. CAUVIN, AND JOSEPH R. SERIO, Grantors, do hereby convey and warrant unto BEESLEY LUMBER COMPANY, INC., a Mississippi corporation, the following described property in Madison County, Mississippi, to-wit:

All merchantable timber lying, standing and being on the following described land, to-wit:

North East 1 of North West 1, Section 32, Township 8 North, Range 1 East, containing 140 acres more or less.

Grantors hereby grant the right of ingress and egress over the above described land for the purpose of cutting and removing the timber herein conveyed. The parties hereto agree that all logging equipment including vehicles, bulldozers and other equipment utilized in the cutting and removing of said timber shall be allowed on the above said property.

Grantees shall have one (1) year from the date hereof within which to cut and remove the timber hereby conveyed and at the expiration of said period, all rights of Grantee herein shall thereupon terminate.

Grantee in the acceptance of this Deed does hereby convenant and agree that in the event any boundary line, fences or other improvements on the above described land are damaged by the cutting and removing of said timber, Grantee will repair said damage or pay for the same, if any. Grantee further covenants and agrees to remove from said land the tops and other debris resulting from the cutting and to restore the surface of said property to its condition prior to the commencement of such cutting.

WITNESS our hands this 3/50 day of March, 1987

Barry Barnes, Manager BEESLEY LUMBER COMPANY, INC., Grantee Joseph Guarnieri, Granto

Joseph S. Cauvin, Grantor

Joseph R. Serio, Grantor

BOOK 226 PAGE 183

BOOK 182A PAGE 511

STATE OF LOUISIANA ORLEANS PARISH

This day personally appeared before me, the undersigned authority in and for the parish and state aforesaid, the within named JOSEPH GUARNIERI, who acknowledged that he signed and delivered the above and foregoing Warranty Timber Deed on the day and year therein named.

STATE OF LOUISIANA STATE OF LOUISIANA
ORLIANS FARISH

This day personally appeared before me, the undersigned authority in and for the parish and state aforesaid, the within named JOSEPH R. SERIO, who acknowledged that he signed and delivered the above and foregoin Warranty Timber Deed on the day and year therein named.

Since Official seal this 2 day of April. My Commission Expires: NOTARY PUBLIC IN AND FOR STARE OF MISSISSIPPI COUNTY OF YAZOO JOHANS PARISH, LOUISIANA This day personally appeared before me, the undersigned authority in and for the above county and state, <u>Narra Narrow</u>, personally known to me to be the <u>Narra Narrow</u>, (title) of BEESLEY LUMBER COMPANY, INC., who acknowledged that he signed and felivered the foregoing instrument on the day and year therein named for and on behalf of and as the act and deed of said BEESLEY LUMBER COMPANY, INC., he being thereunto duly authorized so to do. GIVEN under my hand and official seal this 31st day of March My Commission Expires October 11. 1987

NY Commission Expires: NOTARY PUBLIC IN AND FOR YAZOO COUNTY, MISSISSIPPI STATE OF MISSISSIPPI, County of Woods I, MRS. CATHERINE PREWITE Cork of the Chancer Court of said County, certify that the within instrument was filed for record in my office this 6th day of April 1987, at 10:20 o'clock Am., and was duly recorded on the 6th day of April 1987, Book No. 182A page 510 in my office.

Witness my hand and seal of office, this the 6th? day of April 1987.

MRS. CATHERINE PREWITT, Chancery Clerk

MRS. CATHERINE PREWITT, Chancery Clerk

D. C. STATE OF MISSISSIPPI, County of Madison COUNTY IN . M. Wangh

## BOOK 226 PAGE 185

TAIDEXED 3640

#### EASEMENT

paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned "Grantors" do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee" a perpetual and irrevocable easement for the purpose of construction, installation and maintenance of surface water drainage improvements and structures on the properties owned by the Grantors. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows:

The easement granted hereby covers a strip of land twenty (20) feet in width, adjacent and parallel to the respective Grantors' rear property line of the Grantors' lots located in Stonegate Subdivision.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "a strip of land twenty (20) feet in width, being adjacent, adjoining and parallel to the above-described permanent easement (this may also be described as a strip land ten (10) feet on either side of the above-described easement).

It is further understood and agreed that the easement granted hereby shall give and convey unto Grantee, its employees, agents and assigns the right of ingress and egress upon the property described herein for the purposes incident to the installation, construction, maintenance and repair of said surface water drainage improvement and structures.

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the

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## BOOK 226 PAGE 186

property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

i. Dale Smith
Trustee for Ronald Bryan Smith,
T. Michelle Smith and S. Richelle Smith

STATE OF Oxlahama .

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PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, L. DALE SMITH, TRUSTEE FOR RONALD BRYAN SMITH, T. MICHELLE SMITH AND S. RICHELLE SMITH, who after being by me first duly sworn, stated under oath that he signed and delivered the foregoing instrument and that the same is true and correct to the best of his knowledge, information, and belief.

L. Dale Smith
Trustee for Ronald Bryan Smith,
T. Michelle Smith and S. Richelle Smith

AND SUBSCRIBED BEFORE ME, this the day of Open

Notary Public

My commission expires: 6-29-89

#### EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned "Grantors" do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee" a perpetual and irrevocable easement for the purpose of construction, installation and maintenance of surface water drainage improvements and structures on the properties owned by the Grantors. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows:

The easement granted hereby covers a strip of land twenty (20) feet in width, adjacent and parallel to the respective Grantors' side property line of the Grantors' lots located in Post Oak Place Subdivision.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "a strip of land twenty (20) feet in width, being adjacent, adjoining and parallel to the above-described permanent easement.

It is further understood and agreed that the easement granted hereby shall give and convey unto Grantee, its employees, agents and assigns the right of ingress and egress upon the property described herein for the purposes incident to the installation, construction, maintenance and repair of said surface water drainage improvement and structures.

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee. IND

## BOOK 226 PAGE 188

WITNESS our respective signatures on the dates set forth below.

Manhollain Sintal	This 20 day of MARCH , 1987.
	This ZOday of March, 1987.
	This day of, 1987.
	This day of, 1987.
•	. , ,
STATE OF MISSISSIPPI COUNTY OF MADISON	
	d before me, the undersigned authority
in and for the jurisdiction afores	aid, DENSON RODINSON.
who on oath stated that the above	listed Grantors in his presence signed
and delivered the above and forego	ing instrument of writing on the days
and year therein set forth.	W. 1.6
	Deven Robinson
	(Name)
SWORN TO AND SUBSCRIBED BEF	ORE ME, this the 2th day of April,
1987.	Vi Committee Com
•	Notary Public Py temniscian Lapines April 227-2174 Prince
•	( 18 ) 2 ( 1 )
	My commission expires:
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ATE OF MISSISSIPPI, County of Madison:  ABILITY OF COUNTY COUNTY OF MISSISSIPPI, County of Madison:  APR 1 5. 198  APR 1  APR 1	aid County, certify that the within instrument was filed
COUNTY WINDS	By D. Wright D.C.
	at which is one and a second
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#### EASEMENT

3642

FOR AND IN CONSIDERATION of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned "Grantors" do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee" a perpetual and irrevocable easement for the purpose of construction, installation and maintenance of surface water drainage improvements and structures on the properties owned by the Grantors. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows:

The easement granted hereby covers a strip of land twenty (20) feet in width, adjacent and parallel to the respective Grantors' rear property line of the Grantors' lots located in Post Oak Place Subdivision.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "a strip of land twenty (20) feet in width, being adjacent, adjoining and parallel to the above-described permanent easement.

It is further understood and agreed that the easement granted hereby shall give and convey unto Grantee, its employees, agents and assigns the right of ingress and egress upon the property described herein for the purposes incident to the installation, construction, maintenance and repair of said surface water drainage improvement and structures.

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

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## 200K 226 PAGE 190

WITNESS our respective signatures on the dates set forth below.

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	12 Stranglateo:	This 20 day of MARCh.	1987.
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•	Brenda Jail Hardles	This and day of Marchs,	1987.
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	•	This day of,	1987.
		This day of	1987.
		This day of	1987.
		This day of	1987.
	•	This day of,	v *
		This day of	
			<u>.</u>
*		•	•
ì	STATE OF MISSISSIPPI COUNTY OF MADISON		
	PERSONALLY came and appeared	d before me, the undersigned auth	nority ,
	in and for the jurisdiction afores	aid, DEMISON KODINISO	<u>ک</u>
	who on oath stated that the above		
	and delivered the above and forego	,	
	and year therein set forth.	* * * * * *	1 × 1
	W		• • •
		Dam Falm	-
		(Name)	•
	SWORN TO AND SUBSCRIBED BEF	ORE ME, this the $9^{\frac{1}{2}}$ day of	Quil.
			and the first
	1987.	Kali Com	
	•	Notary Public by Commandan Explor As A	1,190
		-, 42.83	
	1	My commission expires:	
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		*1	
	•	* *	
	SISSIPPI, County of Madison:	aid County, certify that the within instru	iment was filed
115. V		19. 87. at o'clock	j. <b>X.9</b>
i jiri	office tels day of . APR 15 198	7, 19, Book No. 226 on	Page .I. F. 77 . In
οί	ed of the day of APR 1	1987 19	•
idi.	Sharld and seal of office, this theof	BILLY V. COOPER, Clerk	D.C.
Ϋ́	in permitar	By	
****	, i,		1

#### EASEMENT

3643

FOR AND IN CONSIDERATION of One Dollar (\$1.00) cash in-hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned "Grantors" do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee" a perpetual and irrevocable easement for the purpose of construction, installation and maintenance of surface water drainage improvements and structures on the property owned by the Grantors. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows:

The easement granted hereby covers a strip of land twenty (20) feet in width, adjacent and parallel to the Grantors' front property line of the Grantors' lot located in Post Oak Place Part 2 Subdivision.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their property, said easement being described as "a strip of land twenty (20) feet in width, being adjacent, adjoining and parallel to the above-described permanent easement.

It is further understood and agreed that the easement granted hereby shall give and convey unto Grantee, its employees, agents and assigns the right of ingress and egress upon the property described herein for the purposes incident to the installation, construction, maintenance and repair of said surface water drainage improvement and structures.

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

## 800K 226 PAGE 192

WITNESS our respective signatures on the dates set forth below.

18 W 🖳 //	
. Mak S Soude	This 25 day of MARCH, 1987.
·Willah	This & day of March, 1987.
S-SIM ISSUED IN STREET	This day of, 1987.
	*
	This day of, 1987.
	•
STATE OF MISSISSIPPI	* 4
COUNTY OF MADISON	VI COMPANY
PERSONALLY came and app	peared before me, the undersigned authority
in and for the jurisdiction af	Foresaid, DENSON RODINSON.
who on oath stated that the ab	pove listed Grantors in his presence signed
and delivered the above and fo	pregoing instrument of writing on the days
and year therein set forth.	
•	Deserra Dis
•	(Name)
SWORN TO AND SUBSCRIBED	BEFORE ME, this the 9th day of Quil,
1987.	
1	Kaln Con
• •	Notary Public
• •	My commission expires:
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## 226 PAGE 193

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#### EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned "Grantors" do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee" a perpetual and irrevocable easement for the purpose of construction, installation and maintenance of surface water drainage improvements and structures on the properties owned by the Grantors. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows:

The easement granted hereby covers a strip of land twenty (20) feet in width, adjacent and parallel to the respective Grantors' front property line of the Grantors' lots located in Post Oak Place Subdivision.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "a strip of land twenty (20) feet in width, being adjacent, adjoining and parallel to the above-described permanent easement.

It is further understood and agreed that the easement granted hereby shall give and convey unto Grantee, its employees, agents and assigns the right of ingress and egress upon the property described herein for the purposes incident to the installation, construction, maintenance and repair of said surface water drainage improvement and structures.

It is understood and agreed that the Grantee shall indemnify
the Granters for any loss or damage to said property which shall be
caused by the Grantee, its employees, agents or assigns while on the
property of the Granters for the purposes of exercising the rights
and powers granted hereby; and, Grantee further agrees that upon completion
of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

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WITNESS our respective signantre 236thand 94 set forth below.

HIIMIDD OUL RESPONDENCE SEL	STREET OF THE STREET OF
Carl D. Brunt	This _ 9 day of, 1987.
	This _9_ day of, 1987.
	This day of, 1987.
	This day of, 1987.
,	
STATE OF MISSISSIPPI COUNTY OF MADISON	•
	red before me, the undersigned authority
in and for the jurisdiction afor	$\gamma$ , $DC$ .
	e listed Grantors in his presence signed
	going instrument of writing on the days
and year therein set forth:	
and year cherein sec loten.	
	C. Double Later C. 3
ð	(Name)
SWORN TO AND SUBSCRIBED B	EFORE ME, this the 9th day of April,
1987.	
•	· Karla Com The said
	Notary Public  My Commission Deplies April 21, 1930
• •	My commission expires:
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CICCIDDL County of Medicon	• • •
SISSIPPI, County of Madison: Copper, Clerk of the Chancery Court of	aid County, certify that the within instrument was filed
Antiferathis	19, 19, at
APR 15	. 1987
Apr 1 5. 198 Apr 1 5. 198 Apr 1 5. 198 Apr 1 5. 198	BILLY V. GOOPER, Clerk
10 Para Briefin	By M. Weght D.C.
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200K 226 PAGE 195

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#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (18.88), cash in hand paid, and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, DON E. ALSTON, JR., JAMES C. STODDARD, MRS. JAMES C. STODDARD, and JOHN R. LEE, JR., do hereby sell, convey and warrant unto THV, INC., a Mississippi corporation, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

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

Commencing at the Southeast corner of the NW 1/4 of NW 1/4 of said SECTION 11, said point being marked by a 1/4 of said SECTION 11, said point being marked by a concrete marker, run thence N 00 degrees 18 minutes 07 seconds W - 465.79 feet to the POINT OF BEGINNING; run seconds W - 465.79 feet to the POINT OF BEGINNING; run thence S 89 degrees 43 minutes 01 seconds W - 1285.04 thence S 89 degrees 43 minutes 12 canton ROAD; run thence N 00 degrees 51 minutes 23 canton ROAD; run thence N 00 degrees 51 minutes 24 seconds E along said road a distance of 855.69 feet to a concrete marker; run thence S 89 degrees 55 minutes 45 seconds E - 1267.74 feet to a concrete marker; run thence S 00 degrees 18 minutes 07 seconds E - 850.83 feet to the POINT OF BEGINNING.

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

Year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to the Grantee or assigns any deficit on an actual proration, and likewise the Grantee agrees to pay to the Grantors or assigns any amount overpaid by it.

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WITNESS THE SIGNATURES of the Grantors, this the 7th. day of April, 1987.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, DON E. ALSTON, JR., signed and delivered the above and foregoing instrument on the day and year therein mentioned for the intent and purpose therein

Given under my hand and seal of office, this the expressed. day of April, 1987.

WA COUMISSION EXBIRER 1/4 4 1881

STATE OF MISSISSIPPI COUNTY OF Lawrees

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, JAMES C. STODDARD, signed and delivered the above and foregoing instrument on the day and year therein mentioned for the intent and purpose therein expressed. r given under my hand and seal of office, this the

COMMISSION EXPIRES:

nission Expires Nov., 25, 1987

STATE OF MISSISSIPPI COUNTY OF MAdison

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, MRS. JAMES C. STODDARD signed and delivered the above and foregoing instrument on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and seal of office, this the 846

day of April, 1987.

OMMISSION EXPIRES:

The Gentlepact day II 1979

STATE OF MISSISSIPPI

COUNTY OF Lawredes

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, JOHN R. LEE, JR., signed and and foregoing instrument on the day and year untherein mentioned for the intent and purpose therein expressed.

S. C. diven under my hand and seal of office, this the  $\frac{73}{}$ 

day of April, 1987.

COMMISSION EXPIRES: Communica Experce Nov. 23 1987

STATE OF MISSISSIPPI, County of Madison: M., and the day of APR 15 1987

APR 15 1987

APR 15 1987

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# WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, CANTON PAWN BROKERS, INC., does hereby sell, convey and warrant unto TIM LAWREMCE the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Two acres of land in the North East Corner of the SW 1/4, and three acres of land in the SW 1/4 in the fork of the Camden, and Way's Bluff Public Road and house, and all being located in Section 27, Township 11 North, Range 3 East.

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

- 2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
- 3. Grantor does not warrant the oil, gas and other minerals but conveys all oil, gas and minerals owned by him.

WITNESS OUR SIGNATURES on this 13 day of 1/2011

Tim Lawrence, President Canton Pawn Brokers, Inc.

STATE OF MISSISSIPPI . COUNTY OF MADISON

This day personally appeared before me, the undersigned notary public in and for the aforesaid County and State, the within named TIM LAWRENCE, who being by me first duly sworn, did say that he is the President and sole stockholder of Canton

Pawn Brokers, Inc. and that this instrument was signed on behalf of the corporation by its and authority and said Tim Lawrence acknowledged the instrument to be the free act and deed of the corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 13 day , 1987.

Canton Canton Pawn Brokers, Inc. 200 W. Center St. Canton, MS 39046 Grantor:

Grantee:

Tim Lawrence 660 Stump Ridge Road Brandon, MS 39042

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 record in my office this. 3 day of 4PR 15, 1987. 19..., Book No. 296 on Page 198, in office the county of mauson:

APR 15, 1987. and seal of office, this the APR 1.5, 1987 BILLY V. COOPER, Clerk By M. Wright D.C.