

INDEXED
7784

POWER OF ATTORNEY

The undersigned, LESLIE B. LAMPTON, JR., an adult resident citizen of the City of Jackson, Mississippi, does hereby nominate and appoint DAVID MILLER, an adult resident citizen of Jackson, Mississippi, as my true and lawful Attorney in Fact to act for me in connection with the specific lands hereinafter referred to, and only to the extent as therein authorized.

The undersigned, Leslie B. Lampton, Jr., is the owner of an undivided one-half (1/2) interest, David Miller owning the other one-half (1/2) interest, in certain lands in Madison County, Mississippi, situated in Sections 25, 26, 35 and 36 of Township 8 North, Range 1 West, Madison County, Mississippi, shown on plat attached hereto as Exhibit "A" and described in the following Warranty Deeds to the undersigned and the said David Miller, recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, to-wit:

<u>Grantor</u>	<u>Date</u>	<u>Recorded</u>	
		<u>Book</u>	<u>Page</u>
Mrs. Carolyn L. Hardeman	June 17, 1977	150	899
Mrs. Carolyn L. Hardeman	November 1, 1977	153	289
Hymon S. Johnson, Sr. et ux	October 26, 1982	184	62

My said Attorney in Fact shall act for me in my name and stead as to said lands described in said deeds in the following capacities and no others:

(a) My said Attorney in Fact is hereby authorized and empowered to execute in my name any and all documents that may be required by the United States Department of Agriculture in connection with the aforementioned piece of property so as I may participate in such programs as my said Attorney in Fact may select.

(b) Without in any way limiting the above and foregoing, I specifically authorize and empower my said Attorney in Fact to execute all necessary papers, to make all bids, and to execute all other commitments and/or documents necessary or desirable to qualify for the Conservation Reserve Programs administered by the United States Department of Agriculture.

This Power of Attorney shall not be affected by the subsequent disability or incompetence of the principal.

This Power of Attorney shall remain in force and effect until I revoke the same in writing by delivering to said Attorney in Fact a termination thereof, and if said Power of Attorney is recorded in Madison County, it shall remain in full force and effect until said termination is recorded in said county.

Witness my signature on this the 20th day of July, 1987.

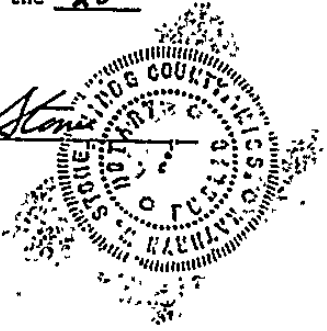
Leslie B. Lampton, Jr.
Leslie B. Lampton, Jr.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Leslie B. Lampton, Jr., 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 of office, this the 20 day of July, 1987.

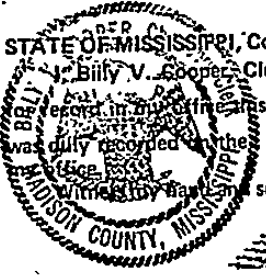
Nathan W. Stone
Notary Public



My Commission Expires:
My Commission Expires Oct. 20, 1992

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 22 day of July, 1987, at 2:20 o'clock P. M., and was duly recorded on the 28 day of July, 1987, Book No. 230 on Page 301 in my office at the seal of office, this the 28 day of July, 1987.



BILLY V. COOPER, Clerk

By N. Cooper, D.C.

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, Tommie Lacy and Theresia Lacy, husband and wife, of Route 4, Box 112-B, Canton, Mississippi 39046, 601-859-6208, do hereby convey and forever warrant unto Robert Hughes and Betty Hughes, husband and wife, of Route 4, Box 112-D, Canton, MS 39046, 601-859-1854 as joint tenants with the right of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Commence at the point of intersection of the center of the existing pavement of Mississippi Highway 17 with the center of the existing gravel surface of Summerlin Road, a public road, as said point is now (June, 1987) located in the south half of Section 32, Township 10 North, Range 5 East, Madison County, Mississippi; run thence easterly along said center of Summerlin Road for a distance of 354.5 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run southerly for a distance 20.0 feet to a point on the south line of said Summerlin Road and the point of beginning.

Turn thence left through a deflection angle of 90 degrees 00 minutes and run easterly 20.0 feet and parallel with the center of said Summerlin Road, for a distance of 339.6 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run southerly for a distance of 256.5 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run westerly for a distance of 339.6 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run northerly for a distance of 256.5 feet to the point of beginning.

The above described parcel of land is a part of a part of a parcel of land as described in an instrument of record in Deed Book 92 at Page 228 in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, and located in the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 32, Township 10 North, Range 5 East, Madison County, Mississippi, and contains 2.00 acres, more or less.

WITNESS MY SIGNATURE on this 15th day of

July, 1987.

Tommie Lacy
TOMMIE LACY

Theresa Lacy
THERESIA LACY

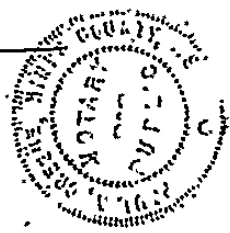
STATE OF MISSISSIPPI
COUNTY OF HINDS
~~HARRISON~~

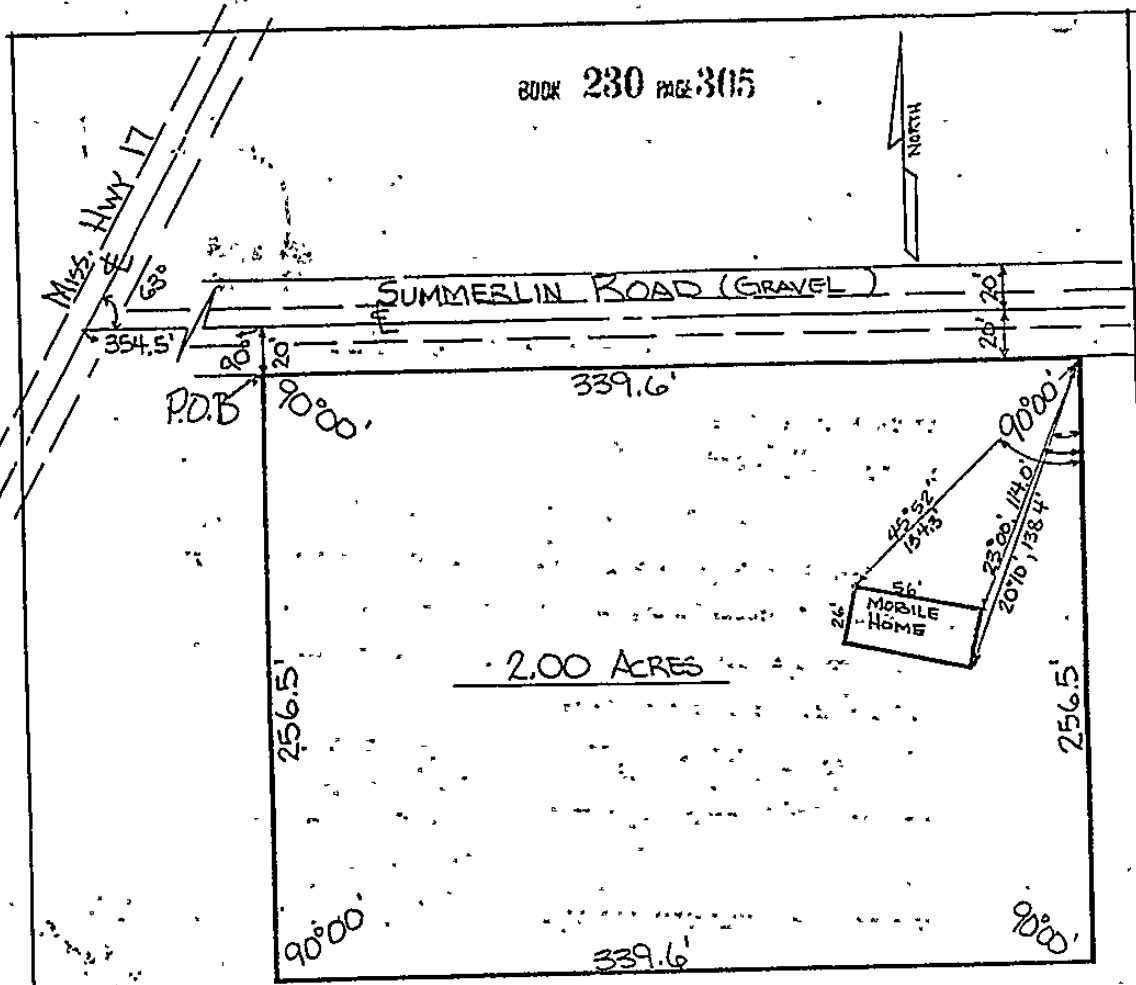
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above mentioned, Tommie Lacy and Theresa Lacy, who acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 15th day of July, 1987.

Paul A. Leone
NOTARY PUBLIC

(SEAL) MY COMMISSION EXPIRES: 6-11-89





DESCRIPTION
2.00 ACRES

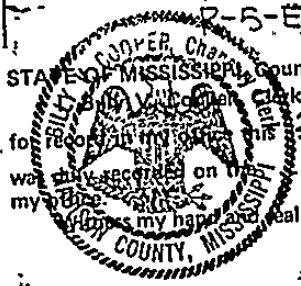
Commence at the point of intersection of the center of the existing pavement of Mississippi Highway 17 with the center of the existing gravel surface of Summerlin Road, a public road, as said point is now (June, 1987) located in the south half of Section 32, Township 10 North, Range 5 East, Madison County, Mississippi; run thence easterly along said center of Summerlin Road for a distance of 354.5 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run southerly for a distance 20.0 feet to a point on the south line of said Summerlin Road and the point of beginning.

Turn thence left through a deflection angle of 90 degrees 00 minutes and run easterly 20.0 feet and parallel with the center of said Summerlin Road, for a distance of 339.6 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run southerly for a distance of 256.5 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run westerly for a distance of 339.6 feet to a point; turn thence right through a deflection angle of 90 degrees 00 minutes, and run northerly for a distance of 256.5 feet to the point of beginning.

The above described parcel of land is a part of a parcel of land as described in an instrument of record in Deed Book 92 at Page 228 in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, and located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 10 North, Range 5 East, Madison County, Mississippi, and contains 2.00 acres, more or less.

PLAT FOR ROBERT & BETTY HUGHES
LOCATED IN SECTION 32, T-10-N,
R-5-E, MADISON COUNTY, MISS.

Handwritten notes:
10.0' x 256.5' = 2565.0
11.0' x 256.5' = 2821.5
12.0' x 256.5' = 3078.0
13.0' x 256.5' = 3334.5
14.0' x 256.5' = 3591.0
15.0' x 256.5' = 3847.5
16.0' x 256.5' = 4104.0
17.0' x 256.5' = 4360.5
18.0' x 256.5' = 4617.0
19.0' x 256.5' = 4873.5
20.0' x 256.5' = 5130.0
21.0' x 256.5' = 5386.5
22.0' x 256.5' = 5643.0
23.0' x 256.5' = 5899.5
24.0' x 256.5' = 6156.0
25.0' x 256.5' = 6412.5
26.0' x 256.5' = 6669.0
27.0' x 256.5' = 6925.5
28.0' x 256.5' = 7182.0
29.0' x 256.5' = 7438.5
30.0' x 256.5' = 7695.0
31.0' x 256.5' = 7951.5
32.0' x 256.5' = 8208.0
33.0' x 256.5' = 8464.5
34.0' x 256.5' = 8721.0
35.0' x 256.5' = 8977.5
36.0' x 256.5' = 9234.0
37.0' x 256.5' = 9490.5
38.0' x 256.5' = 9747.0
39.0' x 256.5' = 10003.5
40.0' x 256.5' = 10260.0
41.0' x 256.5' = 10516.5
42.0' x 256.5' = 10773.0
43.0' x 256.5' = 11029.5
44.0' x 256.5' = 11286.0
45.0' x 256.5' = 11542.5
46.0' x 256.5' = 11799.0
47.0' x 256.5' = 12055.5
48.0' x 256.5' = 12312.0
49.0' x 256.5' = 12568.5
50.0' x 256.5' = 12825.0



STAFF OF MISSISSIPPI County of Madison:
I, BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record on this 22 day of July, 1987, at 3:35 o'clock P.M., and
was recorded on the 23 day of July, 1987, Book No. 230 on Page 303 in
my office, this the 23 day of July, 1987.
BILLY V. COOPER, Clerk
By *M. W. Wright*, D.C.

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

INDEXED 7790

No 8865

Redeemed Under H.B. 547 Approved April 2, 1932

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

Trustman the sum of Five Hundred Twenty Dollars and 34/100 being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: U/D 2/84, North Harbor 2, DB 193-60, SEC. 27, TWP 7, RANGE 2E.

Which said land assessed to Archie W & Betty Levey and sold on the 25 day of Aug 1986 to Bradley Williamson for taxes thereon for the year 1985, do hereby release said land from all claim or title of said purchaser on account of said sale.

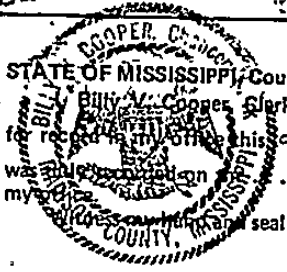
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 23 day of July 19 87 Billy V. Cooper, Chancery Clerk.

(SEAL) By J. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 450.82
(2) Interest \$ 31.56
(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 \$
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 3.00
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 485.38
(9) 5% Damages on TAXES ONLY. (See item 1) \$ 22.54
(10) 1% Damages per month or fraction on 19 87 taxes and costs (Item 8 -- Taxes and costs only) 11 Months \$ 53.39
(11) Fee for recording redemption 25cents each subdivision \$.25
(12) Fee for indexing redemption 15cents for each separate subdivision \$.15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$ 562.71
(19) 1% on Total for Clerk to Redeem \$ 5.63
(20) GRAND TOTAL TO REDEEM from sale covering 19 87 taxes and to pay accrued taxes as shown above \$ 568.34

Excess bid at tax sale \$ 570.34
BW 566.31
(Pluck) 703
Plu. 800
570.34



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 23 day of July 19 87, at 9 o'clock A.M., and was duly recorded on this day of JUL 23 1987, 19, Book No. 230 on Page 306 in my office. Witness my hand and seal of office, this the 23 day of July 1987.

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

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

INDEXED 7791 No 8864 Redeemed Under H.R. 547 Approved April 2, 1932

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

the sum of two hundred ninety three dollars and 91 cents being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: North Harbor 2, DB 193-60, 27, 7, 25.

Which said land assessed to Archie & Betty Sung and sold on the 26 day of Aug 1985 to Bradley Williams for taxes thereon for the year 1984 do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 23 day of July 1987 Billy V. Cooper, Chancery Clerk.

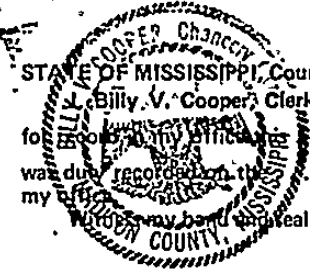
(SEAL) By J. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 196.40
(2) Interest \$ 6.82
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 3.93
(4) Tax Collector Advertising... \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$ 3.00
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision \$.25
(7) Tax Collector--For each conveyance of lands sold to individuals \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 215.69
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 9.82
(10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8--Taxes and costs only 23 Months \$ 46.11
(11) Fee for recording redemption 25cents each subdivision \$.25
(12) Fee for indexing redemption 15cents for each separate subdivision \$.15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$ 3.00
(15) Fee for Issuing Notice to Owner, each \$2.00 \$ 2.00
(16) Fee Notice to Lienors @ \$2.50 each \$ 2.50
(17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ 4.00
TOTAL \$ 280.2
(19) 1% on Total for Clerk to Redeem \$ 2.80
(20) GRAND TOTAL TO REDEEM from sale covering 19 taxes and to pay accrued taxes as shown above \$ 293.91

Excess bid at tax sale \$ 293.91
B.W. 22512
Clk 979
Rec 200
Sh. Hld 400
Pub 300
293.91

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



STATE OF MISSISSIPPI, County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for Record in my office on the 23 day of July 1987, at 9 o'clock A.M., and was duly recorded on the 23 day of JUL 23, 1987, 19... Book No. 230 on Page 307 in my office, this the 23 day of JUL 23, 1987, 19...
BILLY V. COOPER, Clerk
By J. Wright D.C.

INDEXED
7803

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, JAMES F. SAVAGE, JR. and ROSEMARY M. SAVAGE, the Grantors, do hereby sell, convey and warrant unto MANNSDALE HILLS, LTD., a Mississippi limited partnership, the Grantee, that certain real property described in Exhibit "A" attached hereto and made a part hereof, all lying and being situated in Madison County, Mississippi.

There is excepted from the warranty of this conveyance and this conveyance is subject to the following:

1. An undivided 1/64th non-participating royalty interest in and to all of the oil, gas and other minerals in, on and under the remainder of the subject property as reserved in that certain deed recorded in Book 39, at Page 256 in the aforesaid Chancery Clerk's Office.
2. The undivided interest in and to all of the oil, gas and other minerals reserved by Edwin K. Bardin by deed recorded in Book 150, at Page 586 in the aforesaid Chancery Clerk's Office.
3. The undivided interest in and to all of the oil, gas and other minerals conveyed to P. W. Bozeman and Dudley R. Bozeman, by Mineral Deed recorded in Book 179, at Page 89 in the aforesaid Chancery Clerk's Office.
4. Protective Covenants recorded in Book 191 at Page 701 and Book 191 at Page 707 of the aforesaid Chancery Clerk's Office, as amended by instruments dated as of November 3, 1983 and recorded in Book 528 at Page 329 and dated April 1, 1987 and recorded in Book 227 at Page 300 of the aforesaid office. Protective Covenants recorded in Book 204 at Page 571 of the aforesaid Chancery Clerk's Office.
5. Oil, gas and other minerals reserved or conveyed by prior owners. Grantors hereby reserve one-half (1/2) of all oil, gas, and other minerals in, on and under the subject property.

The property hereby conveyed is no part of the homestead of the Grantors herein.

Ad valorem taxes for the year 1987 have been prorated between the parties hereto and will be paid when due by the Grantee herein.

WITNESS OUR SIGNATURES, this the 21 day of

July, 1987.

James F. Savage, Jr.
JAMES F. SAVAGE, JR.

Rosemary M. Savage
ROSEMARY M. SAVAGE

BOOK 230 PAGE 309

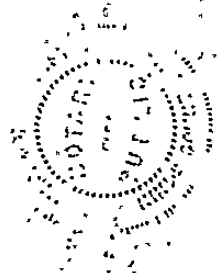
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named James F. Savage, Jr. and Rosemary M. Savage, who acknowledged that they signed, executed and delivered the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned.

Given under my hand and official seal; this the 21 day of July, 1987.

Mrs. Don R. West
NOTARY PUBLIC

My Commission Expires:
My Commission Expires August 1, 1987
B496T



Grantors' Address is:

3956 Greentree Place
Jackson, MS 39211

Bus./Res. Phone: 362-4002

Grantee's Address is:

c/o J. A. Brown
P. O. Box 871
Jackson, MS 39205

Bus./Res. Phone: 355-9900

EXHIBIT A

A tract of land containing 23.4 acres, more or less, being situated in the NE 1/4 or the NW 1/4 of Section 20, and the SE 1/4 of the SW 1/4 of Section 17, T3N-R1E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at an iron pin at the intersection of a north-south fence line with an east-west fence line, said iron pin representing the northwest corner of the SE 1/4 of the NW 1/4 of said Section 20; run thence

Southeasterly along an irregular fence line with a straight line bearing and distance of South 89 degrees 47 minutes 45 seconds East for a distance of 1330.69 feet to an iron pipe in concrete in said east-west fence line; thence

North 0 degree 00 minutes 10 seconds East for a distance of 451.10 feet to an iron pin in an irregular north-south fence line; thence

Northerly along said fence line with a straight line bearing and distance of North 0 degree 43 minutes 20 seconds West for a distance of 582.80 feet to an iron pin in said fence line and said pin being the POINT OF BEGINNING of the following described tract of land. From said POINT OF BEGINNING; run thence

Northerly along the above mentioned north-south fence line with a straight line bearing and distance of North 1 degree 36 minutes 20 seconds West for a distance of 296.85 feet to a concrete monument in said fence line; thence

Northerly along said fence line with a straight line bearing and distance of North 0 degree 07 minutes 25 seconds West for a distance of 1064.61 feet to an iron pin in the intersection of the north-south fence line with an easterly-westerly fence line; thence

Southwesterly along a fence line with a straight line bearing and distance of South 81 degrees 36 minutes 05 seconds West for a distance of 479.20 feet to an iron pin in said fence line; thence

Southwesterly along said fence line with a straight line bearing and distance of South 81 degrees 01 minutes 50 seconds West for a distance of 466.24 feet to an iron pin in said fence line; thence

Southerly along a fence line, with a straight line bearing and distance of South 6 degrees 50 minutes 45 seconds East for a distance of 311.09 feet to an iron pin; thence leaving the mentioned fence lines run

South 4 degrees 43 minutes 50 seconds East for a distance of 664.28 feet to an iron pin; thence

South 66 degrees 44 minutes 10 seconds East for a distance of 303.71 feet to an iron pin; thence

North 75 degrees 01 minutes 20 seconds East for a distance of 212.02 feet to an iron pin; thence

South 63 degrees 42 minutes 10 seconds East for a distance of 412.19 feet back to the POINT OF BEGINNING of the above described tract of land.

BOOK 230 PAGE 310

AND ALSO:

A tract of land containing 10.3 acres, more or less, being situated in the NE 1/4 of the NW 1/4 of Section 20, T8N-R1E, Madison County, Mississippi and being more particularly described as follows:

Commencing at an iron pin at the intersection of a north-south fence line with an east-west fence line, said iron pin representing the northwest corner of the SE 1/4 of the NW 1/4 of said Section 20; run thence

Southeasterly along an irregular fence line with a straight line bearing and distance of South 89 degrees 47 minutes 45 seconds East for a distance of 1330.69 feet to and iron pipe in concrete in said east-west fence line; thence North 0 degree 00 minutes 10 seconds East for a distance of 451.10 feet to an iron pin in a north-south fence line, said pin being the POINT OF BEGINNING of the following described tract of land; run thence

Northerly along, an irregular fence line with a straight line bearing and distance of North 0 degree 43 minutes 20 seconds West for a distance of 582.80 feet to an iron pin in said fence line; thence

North 63 degrees 42 minutes 10 seconds West for a distance of 412.19 feet to an iron pin; thence

South 75 degrees 01 minutes 20 seconds West for a distance of 212.02 feet to an iron pin; thence

South 54 degrees 17 minutes 05 seconds West for a distance of 407.00 feet to an iron pin; thence

South 53 degrees 46 minutes 40 seconds East for a distance of 820.16 feet to an iron pin; thence

North 87 degrees 19 minutes 50 seconds East for a distance of 250.78 feet back to the POINT OF BEGINNING of the above described tract of land.

TOGETHER WITH:

Grantors' undivided two-sevenths (2/7) interest in and to the following described private roadway lying and situated in the NE 1/4 of the NW 1/4 of Section 20, T8N-R1E, Madison County, Mississippi, and being 60 feet in width, 30 feet each side of the centerline described as follows:

Beginning at a point on the northerly and easterly R.O.W. line of Cedar Hill Lake Road, a public road, as said road exists this date, March, 1987, said point is further described as being South 54 degrees 00 minutes 30 seconds West with a distance of 1383.47 feet from an iron pin at the intersection of a north-south fence line with an east-west fence line, said pin representing the northwest corner of the SE 1/4 of the NW 1/4 of Section 20, T8N-R1E, Madison County, Mississippi. From said POINT OF BEGINNING; run thence

North 63 degrees 30 minutes 00 seconds East for a distance of 280.29 feet to an iron pin; thence

South 81 degrees 05 minutes 45 seconds East for a distance of 235.49 feet to an iron pin; thence

North 69 degrees 46 minutes 45 seconds East for a distance of 233.39 feet to an iron pin; thence

North 01 degree 48 minutes 10 seconds East for a distance of 421.28 feet to an iron pin; thence

North 21 degrees 57 minutes 00 seconds East for a distance of 251.37 feet to an iron pin; thence

North 09 degrees 35 minutes 35 seconds East for a distance of 213.92 feet to an iron pin; thence

North 14 degrees 59 minutes 15 seconds West for a distance of 453.84 feet to an iron pin; thence

North 78 degrees 50 minutes 15 seconds East for a distance of 138.59 feet to an iron pin; thence

South 83 degrees 38 minutes 20 seconds East for a distance of 111.02 feet to an iron pin; thence

North 74 degrees 30 minutes 00 seconds East for a distance of 224.05 feet to an iron pin; thence

North 65 degrees 25 minutes 05 seconds East for a distance of 273.78 feet to an iron pin; thence

North 54 degrees 11 minutes 50 seconds East for a distance of 121.77 feet to an iron pin; thence

South 54 degrees 17 minutes 05 seconds East for a distance of 407.00 feet to an iron pin, and the point of terminus of the centerline of the 60 foot private roadway. However, the northerly and southerly R.O.W. lines of said easement are, shortened and lengthened, respectively to run to a point on the southerly boundary lines of that tract described as TRACT SIX of the plat prepared by Rutledge and Associates, Inc. marked R-1240 and used in aid of the description hereof.

BOOK 230 PAGE 312

Excepting from all of the above described property all oil, gas and other minerals in, on and under the Subject Property reserved by former owners.

And excepting and reserving to Sellers, their successors and assigns, one-half (1/2) of all oil, gas and other minerals in, on and under the Subject Property and owned by Sellers.



BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 23 day of July, 1987, at 9:00 o'clock P.M. and recorded on the 23 day of July, 1987, in Book No. 230 on Page 308.

Witness my hand and seal of office, this the 23 day of July, 1987.
 BILLY V. COOPER, Clerk
 By *N. Wright*, D.C.

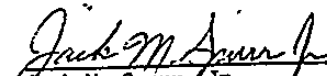
INDEXED
7798E A S E M E N T

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 Sandalwood Subdivision.

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.



Jack M. Spurr, Jr.
Lot 18 Sandalwood Part 4
Madison, Mississippi

STATE OF Alabama
COUNTY OF Houston

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JACK M. SPURR, JR, 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.

Jack M. Spurr, Jr.
Jack M. Spurr, Jr.
Lot 18 Sandalwood Part 4
Madison, Mississippi

SWORN TO AND SUBSCRIBED BEFORE ME, this the 16th day of

July, 1987.

Tom Wheelless
Notary Public

MY COMMISSION EXPIRES MARCH 26, 1991

My commission expires



STATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed this 23 day of July, 1987, at 9:40 o'clock PM, and on the 23 day of July, 1987, Book No. 230 on Page 313 in

Witness my hand and seal of office, this the 23 day of July, 1987.

BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, I, DORISTINE H. REDD, now unmarried, do hereby convey and warrant unto OLLIE PERKINS and KATE L. PERKINS, as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land situated in the N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21, Township 7 North, Range 1 East, Madison County, Mississippi, containing 9.75 acres, more or less, more particularly described as:

Commencing at the southeast corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 21 and run thence north along an old fence line for 646.88 feet to the point of beginning of the parcel here described, and from said point of BEGINNING run thence west for 1317.5 feet, thence north 01° 22' East along an old fence line for 323.5 feet, thence east for 1309.8 feet, thence south along old fence line for 323.44 feet to the point of beginning.

The above described property is designated as "Tract A" on a plat prepared by W. D. Sturdivant, Ridgeland, Ms., dated July 5, 1985, attached as EXHIBIT I to that deed executed by Alberta M. Powell Hilliard to Doristine H. Redd, dated August 7, 1985, recorded in Land Record Book 207 at Page 434 thereof in the Chancery Clerk's Office for said county, and reference to said plat is here made in aid of and as a part of the foregoing description.

THERE IS EXPRESSLY EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY four and one-half (4.50) acres evenly off the east side thereof conveyed by Doristine H. Redd to Tommy Lee Hairston and DeEtta W. Hairston by deed dated April 16, 1986, recorded in Land Record Book 214 at Page 714 thereof in the Chancery Clerk's Office for said county.

ALSO:-

A right of way and easement for road purposes thirty (30) feet in width evenly off the north side of the aforesaid 4.50 acre parcel of land as reserved by the grantor in the aforesaid deed executed by Doristine H. Redd to Tommy Lee Hairston and DeEtta W. Hairston dated April 16, 1986, recorded in Land Record Book 214 at Page 714 thereof in the Chancery Clerk's Office for said county.

This conveyance is executed subject to:

(1) Zoning Ordinances and/or Governmental Regulations applicable to the above described property.

(2) Ad valorem taxes for the year 1987 which grantor agrees to pay when the same become due and payable.

(3) Exception of such oil, gas, and mineral rights as may now be outstanding of record, if any.

EXECUTED this 22nd day of July, 1987.

Doristine H. Redd
Doristine H. Redd

BOOK 230 PAGE 316

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named DORISTINE H. REDD who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 22nd day of July, 1987.

[Signature]
Notary Public

(SEAL)

My commission expires:

5/31/89

DORISTINE H. REDD:
Mailing Address: 1164 Lake Castle Road, Madison, Ms., 39110
Business Telephone: 362-6653
Residential Telephone: 856-1078

OLLIE PERKINS and KATE L. PERKINS:
Mailing Address: 3869 Slayton Avenue, Jackson, Ms., 39213
Business Telephone: 362-6104
Residential Telephone: 362-6104

STATE OF MISSISSIPPI: County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 23rd day of July, 1987, at 9:00 o'clock am, and the day of JUL 23 1987, 19....., Book No. 230 on Page 315 in name and seal of office, this the of JUL 23 1987, 19.....

BILLY V. COOPER, Clerk

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

Prepared by: Richard M. Lingle
Attorney-at-Law
860 E. River Pl.
Jackson, MS 39202

Jay, Ms.
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7817

BOOK 230 PAGE 317

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ^{Single} BERNICE SMITH RT. 3, BOX 455, CANTON, MS 39046 do hereby sell, convey and warrant unto ^{Single} MATTIE M. HEWITT 388 RICKS DRIVE APT. 9E CANTON, MS 39046, the following land and property located and situated in County, State of Mississippi, and being more particularly described as follows, to-wit:

Start at the SE Corner of Lot #1 Section 12 T10N R2E Madison County, Mississippi and run thence West 12 feet thence North 1165 feet to point of beginning thence West 210' thence North 210' thence East 210' to the center of a gravel public road thence South 210' along the center of said road to point of beginning. The herein described property is situated in the NE 1/4 of the said Section 12 and contains 1 acre more or less.

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 1st day of July, 1987

Red H. [Signature]
WITNESS

Bernice Smith
BERNICE SMITH

Phone No. of Grantor
859-8542

Phone No. of Grantee
859-7188

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared FRED H. MALONE, JR. one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and saith that he saw the within named BERNICE SMITH whose name she subscribed thereto, sign and deliver the same to to the said MATTIE M. HEWITT; that he, this affiant subscribed his name as a witness hereto, in the presence of BERNICE SMITH

Fred H. Malone Jr
Affiant

SWORN TO and subscribed before me this the 3rd day of July, 1987.

Nelda J. May
NOTARY PUBLIC

My Commission Expires: Oct. 28, 1988



STATE OF MISSISSIPPI, County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
this 23 day of July, 1987, at 9:00 o'clock 9 M., and
on the JUL 23 1987 day of JUL 23 1987, 1987, Book No. 230 on Page 317 in
and seal of office, this the JUL 23 1987 of 1987, 1987.

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

INDEXED

L. 7813

MISSISSIPPI DEED

BOOK 230 PAGE 319

FHA Case #281-126791

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development, of Washington, D. C., Jackson Telephone No: 601/965-4719, hereby sells, conveys and warrants specially unto KAYE CHISHOLM, of Rt. 1 Box 145-A, Jackson, MS 39212, Telephone No: 373-5293, the following described real property situated in Madison County, Mississippi, to-wit:

Lot 40, Country Club Woods Subdivision, Part IV, 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, recorded in Plat Book 6 at Page 12, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

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

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions, and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1987, and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

IN WITNESS WHEREOF the undersigned on this 20th day of July 1987, has set his hand and seal as Supervisory Realty Specialist, HUD Area Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

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

BY: Johnny B. Reed
Johnny B. Reed
Supervisory Realty Specialist
HUD Area Office, Jackson, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

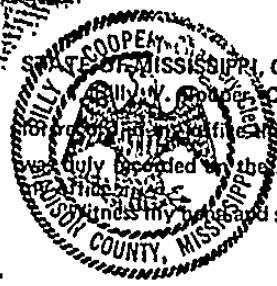
PERSONALLY appeared before me, Michael B. Chittom, the undersigned Notary Public in and for said County, the within named Johnny B. Reed, who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date July 20, 1987, by virtue of the authority vested in his by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as Supervisory Realty Specialist HUD Area Office, for and on behalf of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development.

GIVEN UNDER MY HAND AND SEAL this 20th day of July, 1987

Michael B. Chittom
NOTARY PUBLIC

MY COMMISSION EXPIRES:

November 1, 1990



County of Madison: Clerk of the Chancery Court of Said County, certify that the within instrument was filed on the 23 day of July, 1987, at 9:00 o'clock P.M., and duly recorded on the 23 day of JUL 23 1987, 1987, Book No. 230 on Page 319 in Madison County, Mississippi, at the seal of office, this the 23 day of July, 1987.

BILLY V. COOPER, Clerk

By: J. W. Wadett, D.C.

7812

MISSISSIPPI DEED

FHA Case #281-086026

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development, of Washington, D. C., Jackson Telephone No: 601/965-4719, hereby sells, conveys and warrants specially unto IRVING BULLET d/b/a MARKETING UNLIMITED, of 1050 Forest Avenue, Jackson, MS 39206, Telephone No: 362-2065, the following described real property situated in Madison County, Mississippi, to-wit:

Lot Eight (8), Presidential Heights, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Book 5 at Page 39, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

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

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions, and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1987, and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

IN WITNESS WHEREOF the undersigned on this 16th day of July 1987, has set his hand and seal as Supervisory Realty Specialist, HUD Area Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

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

BY: Johnny B. Reed
Johnny B. Reed
Supervisory Realty Specialist
HUD Area Office, Jackson, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS:::::

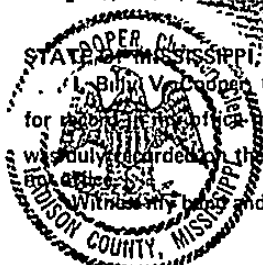
PERSONALLY appeared before me, Addie L. Sledge, the undersigned Notary Public in and for said County, the within named Johnny B. Reed, who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date July 16, 1987, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as Supervisory Realty Specialist HUD Area Office, for and on behalf of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development.

GIVEN UNDER MY HAND AND SEAL this 16th day of July, 1987.

Addie L. Sledge
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 1, 1989



STATE OF MISSISSIPPI, County of Madison:

L. Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in the office of this 23 day of July, 1987, at 9:00 clock AM and was duly recorded on the 23 day of JUL 23 1987, 1987, Book No. 230 on Page 320 in

and seal of office, this the 23 day of July, 1987.

BILLY V. COOPER, Clerk

By: [Signature] D.C.

This Quit-Claim Deed, Executed this 20th day of July, A. D. 19 87

Jim Walter Homes, Inc.
a corporation existing under the laws of Florida, and having its principal place of business at P. O. Box 22601, Tampa, Florida 33622, (813)871-4628

first party, to William A. Cole and wife, Rosie S. Cole,
As joint tenants with full rights of survivorship, not as tenants in common.
whose postoffice address is Rt. 2, Box 159 A, Picken, Mississippi 39146
(work number 601-948-0353)

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 and other valuable consideration in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Madison State of Mississippi:

to wit:
A parcel of property containing 1.0 acres, more or less, situated in the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 11 North, Range 3 East, Madison County, Mississippi, described as follows:
Begin at the intersection of the East line of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 11 North, Range 3 East, Madison County, Mississippi, and the North right of way line of said county road (gravel), and run thence North 210.0 feet; thence South 74 degrees 30 minutes West 205.0 feet; thence South 210.0 feet to a point on the North right of way line of said county road; thence North 74 degrees 30 minutes East 205.0 feet to the point of beginning. Less and except any road right of ways of record. Grantor does not assume any liability for unpaid taxes.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)
ATTEST: S. L. Russell, Secretary
Signed, sealed and delivered in the presence of:
Gina Garcia
Nitza C. Sada

Jim Walter Homes, Inc.
By: A. F. Saraw, Vice-President

STATE OF Florida
COUNTY OF Hillsborough
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared A. F. Saraw and S. L. Russell

well known to me to be the Vice-President and Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation
WITNESS my hand and official seal in the County and State last aforesaid this 20th day of July, A. D. 19 87

THIS INSTRUMENT PREPARED BY
Thomas F. Portsmouth, Attorney
P. O. Box 22601
Tampa, Florida 33622

This instrument prepared by: Bonnie Doyne, Notary Public
Notary Public State of Florida at Large
My Commission Expires Nov. 4, 1993.



BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in the office of the Clerk of the Chancery Court of Madison County, Mississippi, on this 23 day of July, 1987, at 9:00 o'clock P.M., and duly recorded on the 23 day of July, 1987, Book No. 230 on Page 321 in

WITNESS my hand and seal of office, this the 23 day of July, 1987.
BILLY V. COOPER, Clerk
By: J. Wright, D.C.

C
STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 230 PAGE 322
SUBSTITUTED TRUSTEE'S DEED

RECORDED
7822

WHEREAS, on October 26, 1978, HENRY LEE READUS and wife, LOUISE C. READUS executed a Deed of Trust to First Federal Savings and Loan Association of Canton, MS, a corporation, Beneficiary, James H. Herring, as Trustee, which Deed of Trust is recorded in Book 449, at Page 179, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, on the 19th day of November, A.D., 1982, First Federal Savings and Loan Association of Canton, a Corporation, merged with First Magnolia Federal Savings and Loan Association, a Corporation; and

WHEREAS, on the 19th day of March, A.D., 1984, First Magnolia Federal Savings and Loan Association, a Corporation, changed its name to Magnolia Federal Bank for Savings, a Corporation; and

WHEREAS, on the 2nd day of January, A.D., 1985, the Beneficiary appointed William F. Jones as Substituted Trustee, which instrument is recorded in Book 550, at Page 432, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default having been made in the payment of a part of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable, as was its option so to do under the terms of said Deed of Trust, and default having been made in said payment and said Substituted Trustee having been requested and directed by Magnolia Federal Bank for Savings to foreclose under the terms of said Deed of Trust, I, William F. Jones, Substituted Trustee, did on the 10th day of July, A.D., 1987, during legal hours, being between the hours of 11:00 a.m. and 4:00 p.m. at the South front door of the Madison County Courthouse in the City of Canton, Madison County, Mississippi, offer for sale at public auction and sell to the highest and best bidder for cash, according to law, the following described real property, situate and being in the County of Madison, State of Mississippi, and being more particularly described as:

The following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

A strip of land 130 feet in width evenly off the east side of that property described as: 45 feet evenly off the south side of Lot 20 and 10 feet evenly off the north side of Lot 22 of Block 2 of Firebaugh's 2nd Addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat thereof now of record in the Chancery Clerk's office of said county, reference to said map or plat being here made in aid of and as a part of this description.

together with all improvements thereon and appurtenances thereunto belonging.

Said property was sold after strictly complying with all the terms and conditions of said Deed of Trust and statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of said property to be sold was given by publication in the Madison County Herald, a newspaper published in Madison County,

Mississippi, for four consecutive weeks preceding the date of sale. The first notice of the publication appeared on June 18, 1987, and subsequent notices appeared on June 25, July 2 and 9, 1987, and a notice identical to said published notice was posted on the bulletin board at the South front door of the County Courthouse in the City of Canton, County of Madison, State of Mississippi, for said time. The Proof of Publication is attached hereto as Exhibit "A" and made as much a part hereof as if copied out at length herein. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, MAGNOLIA FEDERAL BANK FOR SAVINGS bid for said property in the amount of \$17,750.00, being the highest and best bid, the same was then and there struck off to MAGNOLIA FEDERAL BANK FOR SAVINGS, and it was declared the purchaser thereof.

NOW, THEREFORE, in consideration of the payment of the bid price, I, William F. Jones, the undersigned Substituted Trustee, do hereby sell and convey unto MAGNOLIA FEDERAL BANK FOR SAVINGS, a corporation, the real property above described. Title to this property is believed to be good, but I convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE on this, the 10th day of July, A.D., 1987.

William F. Jones
WILLIAM F. JONES,
Substituted Trustee

BOOK 230 PAGE 323

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said County and State, the within named, WILLIAM F. JONES, SUBSTITUTED TRUSTEE, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned and in the capacity therein mentioned.

Given under my hand and seal of office on this, the 10th day of July, A.D., 1987.

Julie R. Anderson
NOTARY PUBLIC

MY COMMISSION, EXPIRES:

January 10, 1991

Grantor
P.O. Box 1828
Hattiesburg, ms 39403
Business Phone - 583-0217

Grantee
P.O. Box 1858
Hattiesburg, ms 39403
Phone 545-4893

by n. Wright, Jr.

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

SUBSTITUTED TRUSTEE'S
NOTICE OF SALE
WHEREAS, HENRY LEE READUS and wife, LOUISE C. READUS executed a Deed of Trust to James H. Harrino, Trustee, for the benefit of First Federal Savings and Loan Association of Canton, MS, dated, October 26, 1978, and recorded in Book 449, at Page 127, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of the County of Madison, State of Mississippi, and WHEREAS, on the 17th day of November, A.D., 1987, First Federal Savings and Loan Association of Canton, MS, a corporation, merged with First Magnolia Federal Savings and Loan Association, and WHEREAS, on the 17th day of March, A.D., 1984, First Magnolia Federal Savings and Loan Association, a corporation, changed its name to Magnolia Federal Bank for Savings, and WHEREAS, on the 2nd day of January, A.D., 1981, the Beneficiary appointed William F. Jones as Substituted Trustee, which instrument is recorded in Book 350 at Page 432, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi, and WHEREAS, default having been made in the payment of a portion of the indebtedness secured by said Deed of Trust, and the holder of said Deed of Trust having declared all of the amount due and having requested this sale for the purpose of paying said indebtedness or as much thereof as said sale will

Said Trustee's Notice of Sale
Richard
has been in said paper 4 times consecutively, to-wit:
On the 18 day of June, 1987
On the 25 day of June, 1987
On the 2 day of July, 1987
On the 9 day of July, 1987
On the _____ day of _____, 19____
On the _____ day of _____, 19____

BOOK 230 PAGE 324

SWORN TO and subscribed before me, this

9 day of July, 1987
Wright A. Henderson
Notary

James H. Harrino

My Commission Expires May 27, 1991

Canton, Miss. July 9, 1987

NOTARY PUBLIC, I, William F. Jones, do hereby certify that on the 17th day of November, 1987, at the hours of 11:00 o'clock a.m. and 5:00 o'clock p.m., after for sale and highest bidder in public outcry in the front door of the Chancery County Courthouse in the City of Madison, State of Mississippi, the following described real property, situate and being in the County of Madison, State of Mississippi, was sold to the highest bidder for the sum of \$10,000.00, to-wit: The following described real property, situate and being in the County of Madison, State of Mississippi, and being situated in the City of Canton, Madison County, Mississippi, to-wit: A parcel of land 139 feet in width and 241 feet in depth, located on the south side of Lot 25 and 71 feet, twenty off the north side of Lot 22 of Block 2 of First Street Addition in the City of Canton, Madison County, Mississippi, which is more fully described as follows, to-wit: Reference is made to the Chancery Clerk's file in said county, reference is made to the instrument which is recorded in Book 449, at Page 127, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi, and as a part of this document, with all instruments thereon and amendments thereon to be shown. I am sworn only such title as is shown in the Substituted Trustee's Notice. MY SIGNATURE on the 17th day of July, A.D., 1987. W. F. JONES, Notary Public

PROOF OF PUBLICATION



County of Madison: Clerk of the Chancery Court of Said County, certify that the within instrument was filed this 23 day of July, 1987, at 9:00 o'clock am, and on the 23 day of July, 1987, Book No. 230 on Page 324 in and seal of office, this the _____ of _____, 19____

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

Robert L. Jones
July, 1987

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

STATE OF MISSISSIPPI
COUNTY OF MADISON

INDEXED
7820

AFFIDAVIT

Personally appeared before me the undersigned authority in and for said county and state; VALORIE COOPER, who having been first duly sworn states on oath that CARRIE HENDERSON while a resident of MADISON County, Mississippi, died intestate on 7/1/78 and that she left as ^{her} sole and only heirs the following named persons:

JONAS HENDERSON, JONAS HENDERSON JR, CLARA H. FLEMING, MELVIN TEVIN HENDERSON, BEVERLY H. SMITH, SYLVIA H. GRAYSON, MARY LEE VAN HENRY HENDERSON, BECKA HENDERSON

X Evilard
Witness

Robert L. Jones
Affiant

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, E.W. REED on of the subscribing witnesses to the foregoing instrument, who, being first duly deposed and saith that he saw the within name VALORIE COOPER whose name is subscribed thereto, that he this affiant subscribed his name as a witness thereto in the presence of the said VALORIE COOPER

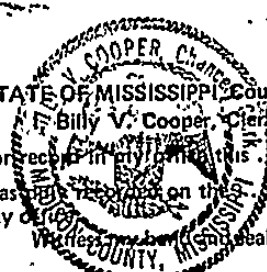
Given under my hand and official seal, this the 7 day of July 1987.

Cynthia A. Davis
Notary

My Commission Expires Jan. 12, 1991

STATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 23 day of July, 1987, at 9:00 o'clock PM, and was not recorded on this JUL 23 1987 day of JUL 23 1987, 1987, Book No. 230 on Page 325 in my office.



Witness my hand and official seal of office, this the JUL 23 1987 day of JUL 23 1987, 1987.

BILLY V. COOPER, Clerk

By W. Wright D.C.

ENTEXRIGHT OF WAY AND EASEMENT DEED
FOR DISTRIBUTION SYSTEM

BOOK 230 PAGE 326

INDEXED 7829

THE STATE OF Mississippi

KNOW ALL MEN BY THESE PRESENTS:

PARISH
COUNTY OF Madison

THAT FOR AND IN CONSIDERATION OF One and No/100 Dollars (\$1.00) and other good and valuable consideration paid to the undersigned (herein called "Grantor", whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, SELL and CONVEY unto ENTEX, INC. (herein called "Grantee"), its successors and assigns, an unobstructed right of way and easement to construct, lay, install, maintain, operate, inspect, repair, alter, replace, change the size of, remove and relocate gas pipelines (whether one or more) and appurtenances thereto (including, but not limited to, service lines) over, under, across, upon, along and through the following-described property, situated in the Southwest 1/4 of Section 17, Township 7 North,

Range 2 East, Madison County, To Wit: A 10 foot wide gas line easement being
described by metes and bounds as follows:

Commence at the intersection of the Northerly right of way line of Cobblestone Drive with the Easterly right of way line of U. S. Highway No. 51, said intersection being the POINT OF BEGINNING for the easement herein described; thence North $24^{\circ} 30' 38''$ East for a distance of 1022.82 feet along the Easterly right of way line of U. S. Highway No. 51 to the Northwest corner of the Grantor; thence North $89^{\circ} 52' 26''$ East for a distance of 11.0 feet along the North line of the Grantor; thence South $24^{\circ} 30' 38''$ West, for a distance of 1027.41 feet along a line which is parallel with the Easterly right of way line of U. S. Highway No. 51 to the said Northerly right of way line of Cobblestone Drive; thence North $65^{\circ} 29' 22''$ West for a distance of 10.0 feet along the said Northerly right of way line of Cobblestone Drive to the POINT OF BEGINNING.

Grantee shall have the right to use the surface of said right of way and easement to the extent necessary for full enjoyment of the rights herein granted.

Grantor hereby covenants and agrees that it shall not have the right to place, build or construct any buildings, structures, or obstructions of any kind, over, under, or upon the above-described right of way and easement nor to change the grade over said right of way and easement; provided, however, that paved roadways, ditches, storm sewer and sanitary sewer drains, pipelines, telephone, telegraph, and power lines may be constructed ~~across (as distinguished from running lengthwise along, upon and over)~~ said right of way and easement, if further, however, that fences may be constructed along or across said

right of way and easement, ~~if the prior written consent and approval of Grantee is obtained as to the route thereof and type and manner of constructing such fence or fences.~~

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until released by recordable instrument executed by Grantee, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described and removal of such at will, in whole or in part.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

EXECUTED this the 9th day of July, 1987.

GRANTOR:
Henry A. Harrison, Sr.
Gideon-Harrison, Inc.

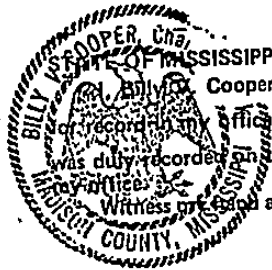
THE STATE OF Mississippi
PARISH
COUNTY OF Madison

"BEFORE ME, the undersigned authority, on this day personally appeared Henry A. Harrison, Sr., who acknowledges that he is President of Gideon-Harrison, Inc. corporation and that he executed the above and foregoing instrument of writing for the purposes mentioned on the day and year therein mentioned, after having first been duly authorized by said corporation so to do."

GIVEN under my hand and seal of office, this the 9th day of July, 1987.

My Commission Expires January 14, 1991

Henry Paul [Signature]
Notary Public, Madison Parish, Madison County,



BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed of record in my office this 23 day of July, 1987, at 1:05 o'clock P. M. and was duly recorded on the 23 day of JULY, 1987, Book No. 230 on Page 326. in Witness whereof and seal of office, this the 24 day of JULY, 1987.
BILLY V. COOPER, Clerk
By [Signature], D.C.

GIVEN under my hand and seal of office, this the _____ day of _____, 19____.

Notary Public, _____ Parish, _____ County,

7833

POWER OF ATTORNEY

I, Mildred Stokes, do hereby constitute and appoint Walter V. McLellan, Jr., my true and lawful attorney in fact, for me in my name, place and stead to jointly or severally do any and all of the following:

1. To exercise, do or perform any acts, rights, powers, duties or obligations whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, time, thing, transaction, business property, real or personal, tangible or intangible, or matter whatsoever.

2. To ask, demand, sue for, recover, collect, receive, and hold or possess all such sums of money, debts, dues, bonds, notes, checks, drafts, accounts, deposits, legacies, bequests, devises, interest, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, chooses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as are now, or shall hereafter become due, owing, payable, owned or belonging to or by me or in which I have or may acquire an interest, and to have, use, and take all lawful ways and means and legal and equitable remedies, procedures, writs in my name for the collection and recovery thereof, and to compromise, settle, and agree for the same, and to make, execute and deliver for me in my name all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

3. To bargain, contract, and agree for; to purchase, receive, and take possession of; and to lease, let demise, transfer, sell, exchange, assign, convey, encumber, and hypothecate, lands, tenements, and hereditaments of whatever kind and nature, or any interest therein, upon such terms and

conditions, and under such covenants, as they or either of them shall deem fit.

4. To enter upon and take possession of such lands, buildings, tenements, and other structures, or parts thereof, and collect and receive the rents, profits or income therefrom, and to manage, repair, alter, or reconstruct all such buildings or structures.

5. To bargain and agree for; to buy, sell, exchange and mortgage; and to deal in or with goods, wares, merchandise, chooses in action and any other property in possession or in action, or any interest therein.

6. To execute, sign, endorse, acknowledge, and deliver deeds, leases, assignments transfers, covenants, agreements, mortgages, deeds of trust, reconveyances, releases, and satisfaction or mortgages, judgments, and other debts, escrow instructions, notices, receipts, commercial papers, investment securities, bills of lading, warehouse receipts and other documents of title, security agreements and evidence of debt, and such other instruments in writing of whatever kind and nature as they or either of them may deem necessary and proper.

7. To insure or cause insurance to be taken on buildings, structures, goods, merchandise, and other commodities, or any part thereof, at such premiums and for such risk as they or either of them may deem proper.

The undersigned does hereby give and grant unto Walter V. McLellan, Jr., full power and authority to do and perform all and every act and thing requisite or proper to be done in the exercise of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present.

This instrument is to be construed and interpreted as a general power of attorney insofar as the partnerships mentioned are concerned, The enumeration of specific items, acts, rights, or powers herein does not limit or restrict, and is not to be

construed or interpreted as limiting or restricting the general powers herein granted unto Walter V. McLellan, Jr. in regard thereto.

The rights, powers and authority of Walter V. McLellan, Jr., as my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect as of the execution of this instrument, and such rights, powers, and authority shall remain in full force and effect until terminated by written instrument to be duly filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 22nd day of July, 1987.

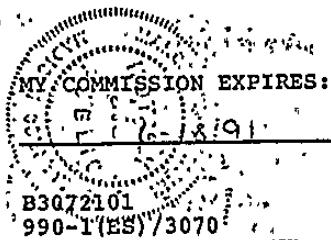
Mildred Stokes
Mildred Stokes

STATE OF MISSISSIPPI
COUNTY OF MADISON

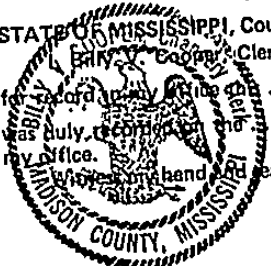
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Mildred Stokes, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22nd day of July, 1987.

Margaret A. White
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 23 day of July, 1987, at 2:45 o'clock P. M. and 230 day of July, 1987, Book No. 230 on Page 328 in my office. Witness my hand and seal of office, this the 24 day of July, 1987.
BILLY V. COOPER, Clerk
By B. V. Cooper, D.C.



250-331

MINERAL DEED

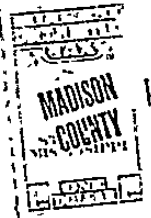
INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, DAVID M. SCARBOROUGH, Grantor, do hereby convey and forever warrant unto MARY A. SCARBOROUGH, Grantee, all of my interest in and to the oil, gas and other minerals, including, but not limited to, carbon dioxide and other carbon based gases, which I own lying in, on and under the following described real property lying and being situated in Madison County, Mississippi, to wit:

Block E of Sunny Lea Acres, according to a map or plat of said addition now on file in the Chancery Clerk's office for Madison County, Mississippi, in Plat Book 4 at page 15 thereof, reference to said map or plat being hereby made in aid and as a part of this description.

WITNESS MY SIGNATURE on this the 22nd day of July, 1987.

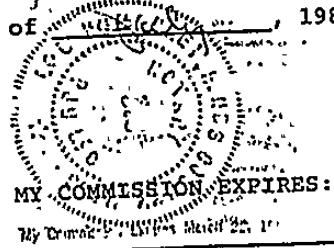
David M. Scarborough
David M. Scarborough



STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22nd day of July, 1987.

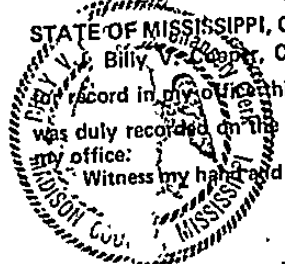


David M. Scarborough
NOTARY PUBLIC

GRANTOR:
David M. Scarborough
140 Cedar of Lebanon Rd.
JACKSON, Miss. 39206
Phone - 362-5880

GRANTEE:
Mary A. Scarborough
BATHES Rd.
RT. 2 - Box 239C
CANTON, MS. 39046
Phone - 859-6726

STATE OF MISSISSIPPI, County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 23 day of July, 1987, at 4:10 o'clock P.M., and was duly recorded on the 23 day of July, 1987, Book No. 230 on Page 331 in my office:
Witness my hand and seal of office, this the 24th day of July, 1987.
BILLY V. COOPER, Clerk
By: W. W. Wainwright, D.C.



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

John Wilson

the sum of *Two hundred eight dollars 98/100* DOLLARS (\$ *208.98/100*) being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<i>SE 1/4 SW 1/4 + SW 1/4 SE 1/4</i>				
<i>DB 186-27</i>	<i>18</i>	<i>11</i>	<i>4E</i>	

Which said land assessed to *Jerry A. Statham* and sold on the *26* day of *Aug* 19 *89* to *Aug Meunt* for taxes thereon for the year 19 *84*, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the *24* day of *July* 19 *87* Billy V. Cooper, Chancery Clerk.

(SEAL) By *W. Wright* D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ *131.23*
- (2) Interest \$ *6.56*
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ *26.2*
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision \$ *1.25*
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ *3.00*
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ *.25*
- (7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00 \$ *10.0*
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ *145.91*
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ *6.56*
- (10) 1% Damages per month or fraction on 19 *84* taxes and costs (Item 8 -- Taxes and costs only) *23* Months \$ *33.56*
- (11) Fee for recording redemption 25cents each subdivision \$ *.25*
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ *.15*
- (13) Fee for executing release on redemption \$ *1.00*
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457,) \$ *5.00*
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$ *7.00*
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$ *3.50*
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ *4.00*
- TOTAL \$ *204.93*
- (19) 1% on Total for Clerk to Redeem \$ *2.05*
- (20) GRAND TOTAL TO REDEEM from sale covering 19 taxes and to pay accrued taxes as shown above \$ *206.98*

Excess bid at tax sale \$

<i>Aug Meunt</i>	<i>136.03</i>
<i>Club</i>	<i>13.95</i>
<i>Pub</i>	<i>2.00</i>
<i>Pub</i>	<i>3.10</i>
<i>Sh. Holmes Co</i>	<i>4.00</i>
	<i>208.98</i>

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



I, Billy V. Cooper, Chancery Clerk of the Chancery Court of Said County, certify that the within instrument was filed this *24* day of *July*, 19 *87*, at *9* o'clock *A.* M., and was recorded on the *24* day of *JUL 24 1987*, 19 *87*, Book No. *230* on Page *332* in

Witness my hand and seal of office, this the *24* day of *JUL 24 1987*, 19 *87*.
BILLY V. COOPER, Clerk
By *W. Wright* D.C.

BOOK 230 PAGE 333

INDEXED

-WARRANTY DEED-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, Oakdale Homes, Inc. of P. O. Box 12326 Jackson, Ms. 39236

does hereby sell, convey and warrant unto Kent L. Tolbert and wife, Denise M. Tolbert of 429 Mockingbird Lane, Madison, MS 39110, as joint tenants with full rights of survivorship; and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 144, Hunter's Pointe II, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C, at Slide 1, reference to which is hereby made.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 21st day of July, 1987.

Oakdale Homes, Inc.

By: Dale Holley
Dale Holley, President

GRANTOR'S PHONE #362-2858 or 984-2400
GRANTEE'S PHONE #362-2858 or 932-5840

STATE OF MISSISSIPPI

COUNTY OF HINDS

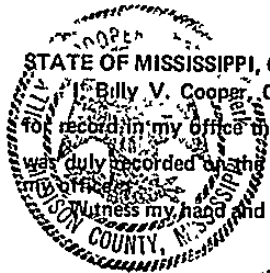
PERSONALLY appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, Dale Holley, personally known to me to be the President of the within named Oakdale Homes, Inc. who acknowledged he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned, as his own act and deed, he having been authorized so to do for and on behalf of said corporation.

GIVEN UNDER MY HAND and official seal of office, on this the 21st day of July, 1987.

My Commission Expires:

7/19/90

John D. Ainsworth
Notary Public, John D. Ainsworth



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to record in my office this 24 day of July, 1987, at 9:00'clock A.M. and was duly recorded on the 24 day of July, 1987, Book No. 230 on Page 333 in my office. Witness my hand and seal of office, this the 24 day of July, 1987.

BILLY V. COOPER, Clerk

By *B. V. Cooper*, D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10:00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, GOOD EARTH DEVELOPMENT, INC., a Mississippi Corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto GEORGIA SPANN HOLLOWELL, a single person, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Fifty-One (51); BOARDWALK, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 71, 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 herein, this the 23 day of July, 1987.

GOOD EARTH DEVELOPMENT, INC.

BY: Catherine W. Warriner
Catherine W. Warriner, Vice President.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Catherine W. Warriner, who acknowledged to me that she is the Vice President of Good Earth Development, Inc., a Mississippi Corporation, and that she, as such

Good Earth
981-9899
5 Lakeland Cir.
Jackson, Ms.
39216

Georgia Spann Hollowell
956-4681
520 Boardwalk Blvd.
Ridgeland, Ms.
39157

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, she having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 23rd day of July, 1987.

William I. Shah

NOTARY PUBLIC
Justice Court Judge



My Commission Expires:

1-8-88

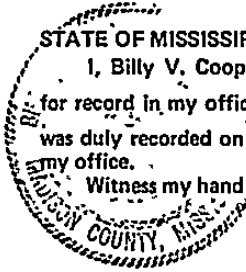
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of July, 1987, at 10:15 o'clock am M., and was duly recorded on the 24 day of July, 1987, Book No. 230 on Page 335 in my office.

Witness my hand and seal of office, this the 24 of July, 1987.

BILLY V. COOPER, Clerk

By W. W. Wright, D.C.



WHEREAS, on May 1, 1985, John B. Hunt III and Joanna I. Hunt executed a Deed of Trust to Jim B. Tohill, Trustee, for the benefit of Underwood Development Company, which Deed of Trust is filed for record in Book 557 at Page 748 in the office of the Chancery Clerk of Madison County at Canton, Mississippi; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire indebtedness, together with attorney's fees, expenses and costs, immediately due and payable, as was its option so to do under the terms of said Deed of Trust, and default having been made in payment of said amount and the Trustee having been requested and directed by Underwood Development Company to foreclose under the terms of said Deed of Trust, I did on the 24th day of July, 1987, during legal hours, being between the hours of 11:00 a.m. and 4:00 p.m., at the main south door of the County Courthouse of Madison County, Mississippi, in accordance with the terms of the Deed of Trust and the laws of the State of Mississippi, offer for sale at public auction and sell to the highest and best bidder for cash the following described land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

A certain parcel of land being situated in the Southeast $\frac{1}{4}$ of Section 34, T7N-R1E, Madison County, Mississippi, containing 27,698.7 square feet or 0.6359 acres, more or less, and being more particularly described as follows:

Commence at the Point of Intersection of the North right-of-way line of Interstate Highway No. 220 (as now laid out and improved, January, 1985) with the line between the East $\frac{1}{4}$ and the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34, T7N-R1E, Madison County, Mississippi; run thence North 89 degrees 06 minutes 15 seconds East along said North right-of-way line of Interstate Highway No. 220 for a distance of 338.3 feet; run thence North 56 degrees 17 minutes 48 seconds East along said North right-of-way line of Interstate Highway No. 220 for a distance of 347.89 feet; leaving said North right-of-way line of Interstate Highway No. 220, run thence North 00 degrees 18 minutes 44 seconds East for a distance of 82.45 feet; run thence South 89 degrees 39 minutes 19 seconds West for a distance of

625.78 feet; run thence North 00 degrees 29 minutes 36 seconds East for a distance of 721.21 feet; run thence North 00 degrees 11 minutes 29 seconds East for a distance of 358.94 feet; run thence North 82 degrees 40 minutes 05 seconds East for a distance of 899.93 feet; run thence North 53 degrees 16 minutes 30 seconds East for a distance of 40.75 feet to the POINT OF BEGINNING of the parcel of land herein described; run thence South 36 degrees 43 minutes 30 seconds East for a distance of 185.38 feet to a point on the North right-of-way line of Highpoint Drive (as now laid out and improved, January, 1985); run thence South 53 degrees 16 minutes 30 seconds West for a distance of 111.24 feet to the Point of Curvature of a curve to the right; leaving said North right-of-way line of Highpoint Drive, run thence North 36 degrees 43 minutes 30 seconds West for a distance of 208.00 feet; run thence North 16 degrees 52 minutes 46 seconds East for a distance of 138.20 feet; run thence South 36 degrees 43 minutes 30 seconds East for a distance of 104.62 feet to the POINT OF BEGINNING.

Said property was sold after strictly complying with all the terms and conditions of said Deed of Trust and the statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of the property to be sold, was given by publication in the Madison County Herald, a newspaper published in Canton, Mississippi for three consecutive weeks preceding the date of sale. The first notice of the publication appeared on July 2, 1987, and subsequent notices appeared on July 9, 16 and 23, 1987, and a notice identical to the published notice was posted on the bulletin board at the main south door of the County Courthouse of Madison County, Mississippi for said period of three consecutive weeks. Everything necessary to be done was done to make and effect a good and lawful sale.

At said Sale, Underwood Development Company bid for said property in the amount of Two Hundred Twenty Thousand and no/100 Dollars (\$220,000.00), which being the highest and best bid, the same was then and there struck off to Underwood Development Company and it was declared the purchaser thereof.

NOW THEREFORE, in consideration of the full payment of the purchase price, I, the undersigned Trustee, do hereby sell and convey unto Underwood Development Company the land and property herein described, I convey only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE, this the 24th day of July, 1987. ^{BOOK} 230 PAGE 339

Jim B. Tohill
JIM B. TOHILL, TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF HINDS *MADISON*

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Jim B. Tohill, Trustee, who acknowledged to me that he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned, and in the capacity therein stated.

GIVEN under my hand and official seal on this 24th day of July, 1987.

Billy V. Cooper
My Commission Expires:
1-4-88

Billy V. Cooper Chancery Clerk
By M. Brooks
Notary Public

GRANTOR'S ADDRESS:
Watkins Ludlam & Stennis
P. O. Box 427
Jackson, Mississippi 39205
(601) 949-4900

GRANTEE'S ADDRESS:
P. O. Box 31758
Jackson, Mississippi 39206
(601) 981-6800

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 on this 24 day of July, 1987, at 12:45 clock P. M., and was filed on the 24 day of JUL 27, 1987, 1987, Book No. 230 on Page 337.
Witness my hand and seal of office, this the JUL 27, 1987 of 1987.
By *B. Wright*, D.C.



WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned JOHNNY BROWN and wife, FLORESTINE BROWN, whose mailing address is Rt. 1, Box 44C, Madison, MS 39110, ^{No Home or business phone} do hereby sell, convey and warrant their undivided one-sixth (1/6th) interest unto L. P. ALLEN, whose mailing address is 144 Dorchester Court, Jackson, MS 39208, and whose telephone number is (601) 992-3105, ^{No Business Phone} in and to the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

That certain land and property lying and being situated in Lot 4 of the map of and addition to Tugaloo by Tougaloo University, Madison County, Mississippi and lying in the Town of Ridgeland to-wit:

Commence at the Southeast corner of Lot 5 of the said addition to Tugaloo, and run thence North 0 degrees 13 minutes 21 seconds West for a distance of 330 feet to a point; thence run North 87 degrees 3 minutes 22 seconds West for a distance of 414.55 feet to a point, which point is the POINT OF BEGINNING of the parcel herein described and conveyed and lying in the westerly right of way of U.S. Highway 51. From said Point of Beginning run thence North 87 degrees 3 minutes 22 seconds West for a distance of 49.335 feet to a point in the Easterly right of way line of the ICG Railroad right of way; thence run North 27 degrees 28 minutes 38 seconds East along said right of way for a distance of 345.765 feet; turn thence to the right and run South 87 degrees 3 minutes 1 second East for a distance of 83.965 feet to a point; thence run South 32 degrees 28 minutes 36 seconds West for a distance 361.51 feet to the POINT OF BEGINNING.

TOGETHER WITH: All right, title and interest in and to North Street, lying North of and adjacent to said property, said North Street being 15 feet in width from North to South and running easterly from the East right of way of Illinois Central Gulf Railroad to the westerly right of way line of Hwy. 51 and lying north and adjacent to the North line of said Lot 4.

FURTHER, TOGETHER WITH: All of the right, title and interest of the undersigned in and to that certain easement as described in Deed Book 181 at Page 171, reference to which is hereby made as aid to this description, and included herein by reference. Said easement being more particularly described as: Commencing at the point of intersection of the north right of way line of said North Street and the westerly right of way line of Highway No. 51; run thence North 87 degrees 3 minutes 1 second West for a distance of

60.5 feet to a point; thence North 40 degrees 57 minutes East 57.7 feet to a point; thence North 74 degrees 27 minutes East 63.4 feet to a point in the westerly right of way line of Highway No. 51; thence along said westerly right of way for a distance of 71.7 feet to the POINT OF BEGINNING.

A copy of a plat prepared by Robert B. Barnes, dated June 24, 1986, on which the above described property is designated as Parcel "B", containing 0.4813 acres more or less, is attached hereto as Exhibit "A", and made a part hereof by reference and signed for identification.

This conveyance and the warranty herein contained is subject to the following:

1. Ad valorem taxes and assessments for the year 1987.
2. Any and all prior recorded mineral severances.
3. Any restrictions or covenants imposed in any deed to or from the State Highway Commission of Mississippi, and any easements in favor of said commission.
4. Any easements shown on the recorded plat or reflected by a survey.


WITNESS OUR SIGNATURES, this the 24th day of July, 1987.

[Signature]
 JOHNNY BROWN
[Signature]
 FLORESTINE BROWN

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction; the within named JOHNNY BROWN and wife, FLORESTINE BROWN, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 24th day of July, 1987.

[Signature]
 NOTARY PUBLIC


My Commission Expires:
My Commission Expires March 12, 1989

WD-Brown to Allen---WCS017

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office on the 24th day of July, 1987, at 4:10 o'clock P.M., and duly recorded on the 27th day of JUL. 27, 1987, 19....., Book No. 230 on Page 341 in my office. Witness my hand and seal of office, this the of JUL. 27, 1987, 19.....
BILLY V. COOPER, Clerk

By *[Signature]* D.C.

WARRANTY DEED

INDEXED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, JAMES E. WARWICK, JOHN H. PRICE, JR., ALEX A. ALSTON, JR. and CHARLES R. DAVIS do hereby sell, convey and warrant unto LA PETITE ACADEMY, INC., a Delaware corporation, the following described property situated in the Southwest Quarter of Section 28, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at the intersection of the South right of way line of Rice Road with the East Right of Way line of Old Canton Road as both are now (July, 1987) in use and run thence South 89 degrees 52 minutes 01 seconds East, along the South boundary of Rice Road, 200.0 feet to an iron bar marking the Northeast Corner of the Sing Oil Company property, as recorded in Deed Book 166, at Page 25, of the Chancery Records of Madison County, Mississippi, and the Point of Beginning for the property herein described; turn thence to the right through a deflection angle of 89 degrees 53 minutes 42 seconds and run South 0 degrees 01 minute 41 seconds West along the East boundary of the said Sing Oil Property 200.00 feet to an iron bar marking the Southeast corner thereof, turn thence through an interior angle of 90 degrees 06 minutes 18 seconds and run South 89 degrees 52 minutes 01 seconds East 125.00 feet to an iron bar, turn thence through an interior angle of 89 degrees 53 minutes 42 seconds and run North 0 degrees 01 minute 41 seconds East 200.00 feet to an iron bar on the aforesaid South right of way line of Rice Road; turn thence through an interior angle of 90 degrees 06 minutes 18 seconds and run North 89 degrees 52 minutes 01 seconds West, along the said South right of way line of Rice Road, 125.00 feet to the Point of Beginning. Containing 0.5739 acres, more or less.

This conveyance and the warranty herein contained is made subject to the following, to-wit:

1. An undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in, on and under said

lands retained by Grantors in the deed recorded in Book 104 at page 374 of the said land records.

2. Any easements, rights-of-way and restrictions of record affecting this property.

3. All zoning ordinances and building codes applicable to this property.

4. Overhead electric and telephone lines and underground gas line as shown by survey of Central Mississippi Engineering, Inc. dated March 27, 1987, and revised on July 22, 1987.

Ad valorem taxes for the year 1987 are assumed by the Grantors herein, but such taxes for 1988 and all subsequent years are assumed by Grantees herein.

No part of the foregoing property constitutes the homestead of Grantors herein.

Witness our signatures, this the 23rd day of July, 1987.

James E. Warwick
JAMES E. WARWICK

John H. Price, Jr.
JOHN H. PRICE, JR.

Alex A. Alston, Jr.
ALEX A. ALSTON, JR.

Charles R. Davis
CHARLES R. DAVIS

GRANTORS:

JAMES E. WARWICK
P. O. Box 1988
Jackson, MS 39215-1988
Home Phone: 601/924-1650
No Business Phone

ALEX A. ALSTON, JR.
P. O. Drawer 1532
Jackson, MS 39215-1532
Home Phone: 601/969-3351
Business Phone: 601/948-6882

JOHN H. PRICE, JR.
P. O. Drawer 1532
Jackson, MS 39215-1532
Home Phone: 601/956-2195
Business Phone: 601/948-6882

CHARLES R. DAVIS
P. O. Drawer 1532
Jackson, MS 39215-1532
Home Phone: 601/956-2360
Business Phone: 601/948-6882

GRANTEE:

P. O. Box 26610, Kansas City, MO 64196 -- Phone: 816/474-4750
NO HOME PHONE

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES E. WARWICK, JOHN H. PRICE, JR., ALEX A. ALSTON, JR., and CHARLES R. DAVIS, who each acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 23rd day of July, 1987.

Pauline Hand, Clerk
NOTARY PUBLIC



My Commission Expires:
MY COMMISSION EXPIRES JUNE 10, 1991.

MY COMMISSION EXPIRES JUNE 10, 1991.



STATE OF MISSISSIPPI, County of Madison:

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

in my office this 24 day of July, 1987, at 4:00 o'clock P. M., and

recorded on the JUL 27 1987 day of JUL 27 1987, Book No. 130 on Page 342 in

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

BILLY V. COOPER, Clerk

By W. Wright, D.C.

INDEXED

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

Lee Helma Beatty
the sum of Twenty Dollars, 17/100 DOLLARS (\$ 20.17)
being the amount necessary to redeem the following described land in said County and State, to wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>W 1/2 Lot 22 S 5 W Academy St</u>				
<u>DB 98-92</u>				
<u>24-9-28</u>		<u>City</u>		

Which said land assessed to James, Daisy, Essie Est and sold on the
26 day of Aug 19 85 to Bradley Wellman for
taxes thereon for the year 19 84 do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 24 day of
July 19 87 Billy V. Cooper, Chancery Clerk.

(SEAL) By N. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 4549
- (2) Interest \$ 227
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 91
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll, \$ 125
\$1.00 plus 25cents for each separate described subdivision
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 300
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1 00 \$ 100
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 5417
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 227
- (10) 1% Damages per month or fraction on 19 84 taxes and costs (Item 8 -- Taxes and costs only) 23 Months \$ 1246
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 10
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ 300
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$ 400
- (16) Fee Notice to Lienors @ \$2.50 each \$ 200
- (17) Fee for mailing Notice to Owner \$1.00 \$ 800
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ 800
- TOTAL \$ 8730
- (19) 1% on Total for Clerk to Redeem \$ 87
- (20) GRAND TOTAL TO REDEEM from sale covering 19 84 taxes and to pay accrued taxes as shown above \$ 8817

Excess bid at tax sale \$ 90.17

<u>Blw</u>	<u>6870</u>
<u>Clud</u>	<u>827</u>
<u>Pll</u>	<u>200</u>
<u>P. h</u>	<u>300</u>
<u>Sh md</u>	<u>800</u>
	<u>90.17</u>

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



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record on this 24 day of July, 19 87, at 4:15 o'clock P. M., and
was duly recorded on this JUL 27 day of JULY, 19 87, Book No. 230 on Page 34 in
my office, this the JUL 27 day of JULY, 19 87.
BILLY V. COOPER, Clerk
By N. Wright D.C.

POWER OF ATTORNEY

Madison, MS

INDEXED 7878

STATE OF NEW YORK) SS:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS: That

METROPOLITAN LIFE INSURANCE COMPANY (hereinafter called Grantor) a Corporation duly organized and existing under the laws of the State of New York and having its principal place of business at One Madison Avenue, New York, New York, 10010, does hereby appoint MetFirst Financial Co., a corporation organized and existing under the laws of the State of Delaware having an office at 9225 Indian Creek Parkway, Suite 300, Overland Park, Kansas, acting by any two Officers jointly, one of which must be President, Executive Vice-President, Senior Vice-President or Vice-President, as its true and lawful Attorney-in-Fact for it and in its name, place and stead and for its use and benefit:

A. To have prepared, executed and delivered to individual mortgagors, trustors or other borrowers obligated to the Grantor, whatever documents are required to satisfy of record, under any applicable laws or regulations, any Mortgage, Deed of Trust or Deed to Secure Debt given to secure an indebtedness in the original amount of not greater than \$500,000;

B. To have prepared, executed and filed or recorded renewals and satisfactions of Chattel Mortgages and Continuation and Termination Statements under the Uniform Commercial Code, and

GIVING AND GRANTING unto said Attorney full authority and power to do and perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted as the Grantor might or could do if personally present, hereby ratifying all that the Grantor's Attorney shall lawfully do or cause to be done by virtue of the powers expressly granted herein.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its proper officer duly authorized to do so, and has caused its seal to be affixed hereto this 19th day of June, 1987.



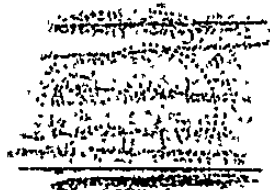
METROPOLITAN LIFE INSURANCE COMPANY

By James F. Hartnett
James F. Hartnett
Assistant Vice President

STATE OF NEW YORK) SS:
COUNTY OF NEW YORK)

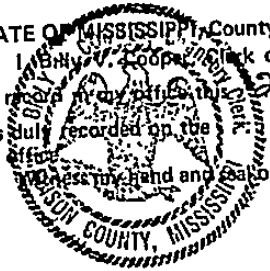
On 18 TH DAY OF JUN 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James F. Hartnett, known to me to be Assistant Vice President of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal



Brian C. Crombie
Notary Public
BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4649121
Qualified in Richmond County
Commission Expires October 31, 1989

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 9:00 o'clock A.M. and was duly recorded on the 27 day of JUL, 1987, Book No. 230 on Page 346 in my office, this the 27 of JUL, 1987.
BILLY V. COOPER, Clerk
By B. V. Cooper, D.C.



WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the undersigned ANNANDALE CONSTRUCTION, INC. a Mississippi Corporation, Grantor does hereby sell, convey and warrant unto DONALD JEFFREY FRAZIER and DIANA AGUIRRE FRAZIER, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the City of Madison, Madison County, State of Mississippi, to-wit:

Lot 4, NORTH PLACE OF MADISON, PART 1-A, a subdivision according to the map or plat thereof which is on the file and of record in the Office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet C at Slide 3 thereof, reference to which is hereby made in aid of and as a part of this description.

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

1. All easements and rights-of-way of record and zoning ordinances affecting the above-described property, in particular:

A. That certain twenty foot (20') drainage and utility easement along the South side of subject property as shown on Plat.

B. Ten foot (10') easement along the North side of subject property as shown on recorded plat.

2. Those certain Restrictive Covenants recorded in Book 608 at Page 657.

3. Ad valorem taxes for 1987 which are not yet due and payable, which are to be pro-rated as of the date of delivery of this Deed.

4. All prior oil, gas and mineral reservations, conveyances or leases of record as pertain to the subject property.

WITNESS MY SIGNATURE, this the 23 day of July, 1987.

ANNANDALE CONSTRUCTION, INC.

By: [Signature]
James Ray Ellington, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in, and for the jurisdiction aforesaid, the within named JAMES RAY ELLINGTON, who acknowledged that he is president of ANNANDALE CONSTRUCTION, INC. a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he signed, sealed and delivered the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

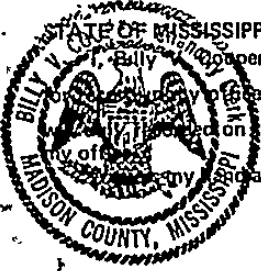
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of July, 1987.

[Signature]
NOTARY PUBLIC

My Commission Expires: August 5, 1990

Grantor's Address: 920-B East County Line Road
Jackson, Mississippi 39157
(601)856-4531

Grantee's Address: 212 Hawthorne Drive
Madison, Mississippi 39110
(601)856-4531



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 on this 27 day of July, 1987, at 9:00 o'clock a M., and recorded on the JUL 27 1987 day of JUL 27 1987, 1987, Book No. 230 on Page 347.
Witness my hand and seal of office, this the JUL 27 1987 day of JUL 27 1987, 1987.

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

7899

INDEXED

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

Pauline Owens
the sum of Twenty-Five Dollars 25.01 DOLLARS (\$ 25.01)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 45 1st Ave. Firebaugh's</u>				
<u>1st Add 45</u>				
<u>DB 128-684</u>				
<u>24-9-28</u>				
		<u>Center</u>		

Which said land assessed to Pauline Owens and sold on the 25 day of Aug 1987 to Bradley Williams for taxes thereon for the year 87 do hereby release said land from all claim or title of said purchaser on account of said sale.

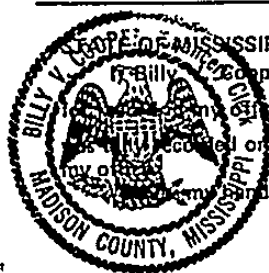
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of July 1987 Billy V. Cooper, Chancery Clerk.

(SEAL) By J. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 1444
- (2) Interest \$ 101
- (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 \$
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 200
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 1845
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 72
- (10) 1% Damages per month or fraction on 1985 taxes and costs (Item 8 --Taxes and costs only) 12 Months \$ 2.21
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 100
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 2278
- (19) 1% on Total for Clerk to Redeem \$ 23
- (20) GRAND TOTAL TO REDEEM from sale covering 1987 taxes and to pay accrued taxes as shown above \$ 23.01

Excess bid at tax sale \$ 25.01
Bradley Williams 21.38
Cluck 1.63
Fee 2.00
25.01



MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
on this 27 day of July, 1987, at 9 o'clock P. M., and
recorded on the 27 day of JUL 27, 1987, Book No. 230 on Page 349 in
and seal of office, this the 27 day of JUL 27, 1987.

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

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, MARY ANN MILLER, the Grantor, does hereby sell, convey and warrant unto MATTHEW L. HOLLEMAN, III and SANDRA S. HOLLEMAN, the Grantees, as joint tenants with full rights of survivorship and not as tenants in common, that certain land and property lying and being situated Madison County, Mississippi, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

There is excepted from the warranty of this conveyance all building restrictions and restrictive covenants, easements, dedications, rights-of-way and mineral reservations of record which pertain to the above described property, including, but not limited to those certain Protective Covenants and Reciprocal Easements recorded in Book 596 at Page 77 of the aforesaid Chancery Clerk's office, and in Book 392 at Page 232 of said Office.

The property hereby conveyed is no part of the homestead of the Grantor herein.

Ad valorem taxes for the year 1987 have been prorated between the parties hereto and will be paid when due by the Grantor herein.

WITNESS MY SIGNATURE, this the 5th day of May, 1987.

Mary Ann Miller
MARY ANN MILLER

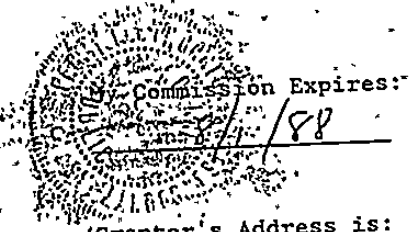
STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me within my jurisdiction, the undersigned authority in and for the jurisdiction aforesaid, MARY ANN MILLER, who acknowledged to me that she signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 5th day of May, 1987.

Regina L. Thornton
NOTARY PUBLIC

BOOK 230 PAGE 351



Grantor's Address is:
P. O. Box 1123
Jackson, Mississippi 39215-1123
B471J

Grantor's Business Telephone:
None
Grantor's Residential Telephone:
(601) 856-6650

Grantee's Address is:
5827 Fallview Drive
Jackson, Mississippi 39211

Grantee's Business Telephone:
(601) 949-3104
Grantee's Residential Telephone:
(601) 956-2240

Exhibit "A"

A certain parcel of land lying and being situated in the Northwest 1/4 of Section 14, T7N-R1E, Madison County, Mississippi, containing 3.1291 acres, more or less, and being more particularly described as follows:

Commence at the Northeast corner of Section 14, T7N-R1E, Madison County, Mississippi and run thence West for a distance of 3,408.0 feet; run thence South 60 degrees 31 minutes West for a distance of 246.6 feet to the POINT OF BEGINNING of the parcel of land herein described; run thence South 47 degrees 34 minutes East for a distance of 389.10 feet; run thence South 56 degrees 10 minutes 28 seconds West a distance of 279.08 feet; run thence South 25 degrees 44 minutes 49 seconds West for a distance of 156.97 feet; run thence North 30 degrees 58 minutes 33 seconds West for a distance of 437.67 feet to a point on the South line of Lake Castle Road; thence run North 52 degrees 18 minutes 00 seconds East and along said South line of Lake Castle Road for a distance of 300.93 feet to the POINT OF BEGINNING.

BOOK 230 PAGE 352

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed this 27 day of July, 1987, at 9:50 o'clock P.M., and on the 27 day of JUL 27 1987, 19....., Book No. 230 on Page 350 in my hand and seal of office, this the of JUL 27 1987, 19.....

BILLY V. COOPER, Clerk

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

7901

MINERAL RIGHT AND ROYALTY TRANSFERS

INDEXED

STATE OF MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MADISON

THAT, SKLAR OIL COMPANY, a partnership, herein represented by ALBERT SKLAR, its Managing Partner, hereinafter called ASSIGNOR, for and in consideration of the sum of One Hundred (\$100.00) Dollars and other good, valuable and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents ASSIGN, TRANSFER, CONVEY and DELIVER to S & P CO., a Louisiana partnership, whose mailing address is P. O. Box 3735, Shreveport, LA 71133-3735, all of its royalty interest in and to the lands more particularly described on Exhibit "A", attached hereto and made a part hereof.

This assignment shall be effective as of 7:00 a.m. January 1, 1987.

IN WITNESS WHEREOF, this instrument is executed this 1st day of June, 1987.

WITNESSES::

SKLAR OIL COMPANY

Phyllis Longmire
Dorothy Crenshaw

By Albert Sklar
Albert Sklar, Managing Partner

STATE OF LOUISIANA
PARISH OF CADDO

BEFORE ME, the undersigned authority, on this day personally appeared ALBERT SKLAR, to me personally known, who being by me duly sworn declared that he is the Managing Partner of SKLAR OIL COMPANY, a partnership, and that he executed the foregoing instrument on behalf of said partnership and in the capacity therein stated.

SWORN TO AND SUBSCRIBED before me this 1st day of June, 1987.

Jill N. Crawford
Notary Public in and for
Caddo Parish, Louisiana

My Commission is Permanent.

JILL N. CRAWFORD
NOTARY PUBLIC CADDO PARISH, LA.
MY COMMISSION EXPIRES WITH LIFE

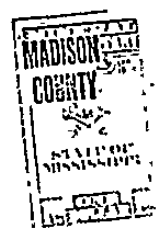


EXHIBIT "A"

(1) An undivided 10/1832 interest in and to those certain tracts and parcels of land more particularly described in instrument dated September 14, 1943 from A. R. Wheritt to Sam Sklar, Trustee, Recorded in Book 26, Page 301, Records of Madison County, Mississippi, to which instrument and the record thereof reference is here made for all purposes and particularly, but not by way of limitation, for an accurate description of the lands covered and affected thereby.

It being the intention of Grantor to hereby convey ten (10) mineral acres under the lands hereinabove described by reference.

(2) An undivided 10/2010 interest in and to those certain tracts and parcels of land more particularly described in instrument dated September 13, 1943 from A. R. Wheritt to Sam Sklar, Trustee, Recorded in Book 26, Page 299, Records of Madison County, Mississippi, to which instrument and the record thereof reference is here made for all purposes and particularly, but not by way of limitation, for an accurate description of the lands covered and affected thereby.

It being the intention of Grantor to hereby convey ten (10) mineral acres under the lands hereinabove described by reference.

It being the intention of Sklar Oil Company to convey all the interest it acquired by instrument recorded in Book 261, Page 207 of the Records of Madison County, Mississippi covering an undivided one-half (1/2) interest in the two above described instruments.

STATE OF MISSISSIPPI, County of Madison:

I, BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 9:00 o'clock A.M., and was duly recorded on the 28 day of JUL 28 1987, 19....., Book No 230 on Page 353 in my office.



Witness my hand and seal of office, this the of JUL 28 1987, 19.....

BILLY V. COOPER, Clerk

By *D. Wright*, D.C.

MINERAL RIGHT AND ROYALTY TRANSFER
(To Undivided Interest)

7902

TENNESSEE
STATE OF MISSISSIPPI
COUNTY of MAURY

KNOW ALL MEN BY THESE PRESENTS

INDEXED

that C. M. Griffith

of Maury Tennessee County, State of Mississippi
hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of Ten and 00/100 Dollars
\$ 10.00 and other good and valuable considerations, paid by Mary Ann McKnight
1005 Sunnyside Drive, Columbia, Tennessee 38401

hereinafter called grantees the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantees an undivided one-half
(1/2) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Madison State of Mississippi, and described as follows:

TOWNSHIP 9 NORTH, RANGE 1 WEST

Section 35: 11.7 acres, more or less, off the west side of twenty (20) acres off the north end of the SE 1/4 of the NW 1/4



It is the intention of the Grantor to convey and Grantor does convey one-half (1/2) of all of his right, title and interest in the SE 1/4 of the NW 1/4 of Section 35, in Township 9 North, Range 1 West, of Madison County, Mississippi, whether correctly described herein or not.

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

WITNESS the signature of the grantor this 22nd day of July, 1987

Witnesses:

C. M. Griffith
C. M. Griffith

STATE OF MISSISSIPPI TENNESSEE

COUNTY OF MAURY

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named C. M. Griffith

who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein named as his free and voluntary act and deed.

Given under my hand and official seal, this the 22nd day of July, 1987

Sandy E. Bullard
774 Commission Expires 10-19-88

STATE OF MISSISSIPPI

COUNTY OF

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction,

one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath depose and saith that he saw the within named

whose name subscribed thereto, sign and deliver the same to

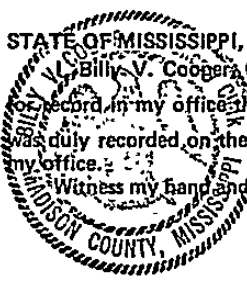
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 22 day of July, 1987, at 9:00 o'clock P.M., and was duly recorded on the 23 day of July, 1987, Book No. 230 on Page 355

Witness my hand and seal of office, this the 23 day of July, 1987, 19.....

BILLY V. COOPER, Clerk

By *B. V. Cooper* D.C.



MINERAL RIGHT
AND ROYALTY TRANSFER

C. M. Griffith

To

Mary Ann McKnight

Filed for Record this

day of July, 1987

At 9:00 o'clock P.M.

Clerk of the Chancery Court

County, Mississippi

Deputy

MINERAL RIGHTS - JACKSON, MISS.

*9.00 pd
100.00 pd
109.00 pd
James T. Ambrose & Assoc.
P.O. Box 339
Columbia, Tenn
38402-0339*

MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

INDEXED

TENNESSEE
STATE OF ~~MISSISSIPPI~~
COUNTY of MAURY

KNOW ALL MEN BY THESE PRESENTS:

that I, C. M. Griffith

hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of Ten and 00/100 Dollars
\$ 10.00 and other good and valuable considerations, paid by Mrs. W. C. West,

2742 Belaire Circle, Doraville, Georgia
hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-half
(1/2) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Madison
State of Mississippi, and described as follows:

TOWNSHIP 9 NORTH, RANGE 1 WEST

Section 35: 11.7 acres, more or less, off the west side of twenty (20) acres off the north end of the SE 1/4 of the NW 1/4;

It is the intention of the Grantor to convey and Grantor does convey one-half (1/2) of all of his right, title and interest in the SE 1/4 of the NW 1/4 of Section 35, in Township 9 North, Range 1 West, of Madison County, Mississippi, whether correctly described herein or not.



TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

WITNESS the signature of the grantor this 22nd day of July, 1987

Witnesses:

C. M. Griffith
C. M. Griffith

STATE OF ~~MISSISSIPPI~~ TENNESSEE

COUNTY OF MAURY

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named C. M. Griffith

who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein named as his free and voluntary act and deed.

Given under my hand and official seal, this the 22nd day of July A. D. 19 87

James T. Dubois
my commission expires 10-19-88

STATE OF MISSISSIPPI

COUNTY OF

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposed and saith that he saw the within named

whose name subscribed thereto, sign and deliver the same to

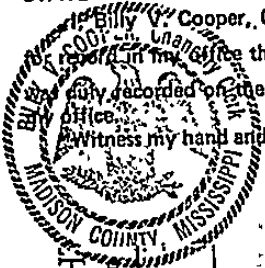
that he, this affiant, subscribed his name thereto as a witness in the presence of the said

and the other subscribing witness; that he saw the other subscribing witness, subscribe his name as witness thereto in the presence of the said

and that the subscribing witnesses subscribed their names to said instrument in the presence of each other on the day and year therein named.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 27 day of July, 1987, at 9:00 o'clock P.M. and duly recorded on the 28 day of JUL 28 1987, 19, Book No. 230 Page 357 in



MINERAL RIGHTS
AND ROYALTY TRANSFER

C. M. Griffith

To

Mrs. W. C. West

Filed for Record this

day of A. D. 19

At O'clock M.

Clerk of the Chancery Court

County, Miss

By Deput

REGULAR FEE - JACKSON, MISS.

By *J. W. West* D.C.

BILLY V. COOPER, Clerk

LAW OFFICES
JAMES T. DUBOIS AND ASSOCIATES
810 SOUTH GARDEN STREET
P.O. Box 339
COLUMBIA, TENNESSEE
38402-0339

*ad 9.000ms
10.0000*

WARRANTY DEED

BOOK 230 PAGE 359

INDEXED

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantee herein, the receipt of which is hereby acknowledged, I, ELIZABETH H. HOOD, a widow, do hereby convey and warrant unto JENNIFER A. MILLSAPS, subject to the terms and provisions hereof, that real estate situated in the Town of Madison, Madison County, Mississippi, described as:

Lot Twenty-six (26) of Block "A" of TRACELAND NORTH, PART II; according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 47 thereof (now Plat Slide A-152), and reference to said map or plat is here made in aid of and as a part of this description.

This conveyance is executed subject to:

(1) Zoning Ordinances and/or Governmental Regulations applicable to the above described property.

(2) Ad valorem taxes for the year 1987 which shall be paid by the grantee when the same become due and payable.

(3) All building restrictions, restrictive covenants, and easements now of record which are applicable to the above described property.

(4) All oil, gas, and mineral rights as may now be outstanding of record, if any.

(5) Deed of trust upon the above described property executed by Bernard Eugene Cockroft and Bernadette B. Cockroft to George S. Sanders, Jr., Trustee, to secure Fidelity Bank, dated March 30, 1979, filed for record April 4, 1979, and recorded in Land Record Book 455 at Page 270 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and which was assigned by the said Fidelity Bank to Tharpe & Brooks, Incorporated, as shown by instrument dated April 13, 1979, filed for record April 26, 1979, and recorded in Land Record Book 456 at Page 105 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and which is now payable through Mortgage First, Post Office Box 105329, Atlanta, Georgia 30348. The Grantee herein by the acceptance of this conveyance assumes and agrees to pay the balance due on the indebtedness secured by said deed of trust as the same becomes due and payable.

And, for the aforesaid consideration, the grantor herein does hereby transfer, set-over, and assign unto the grantee herein all funds now being held in escrow for taxes and insurance in connection with the loan secured by the aforesaid deed of trust.

WITNESS my signature this 27th day of July, 1987.

Elizabeth H. Hood
Elizabeth H. Hood

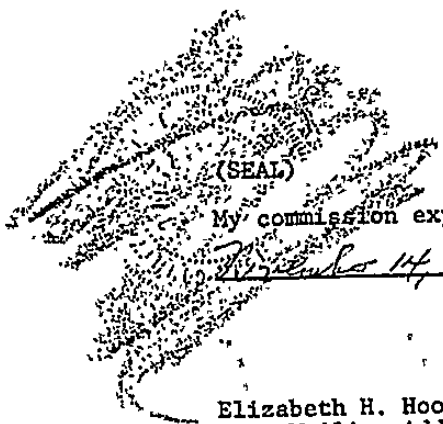
STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 230 PAGE 360

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named ELIZABETH H. HOOD who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 27th day of July, 1987.

Elie R. Frazier
Notary Public



My commission expires:

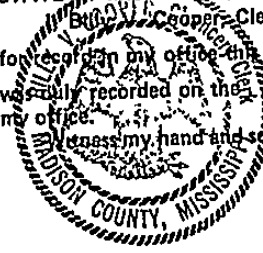
November 14, 1987

Elizabeth H. Hood:
Mailing Address: 242 Traceland Drive, Madison, Ms., 39110
Business Telephone: None
Residential Telephone: (601) 856-5498

Jennifer A. Millsaps:
Mailing Address: 122 Cisne Avenue, Canton, Ms., 39046
Business Telephone: (601) 968-5203
Residential Telephone: (601) 859-4309

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 10:35 o'clock A. M., and was duly recorded on the JUL 28 1987 day of JUL, 1987, Book No. 230 on Page 359 in my office.



In witness my hand and seal of office, this the of JUL 23 1987, 19.....

BILLY V. COOPER, Clerk

By D. Wright....., D.C.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, ANNETTE O. CLARK, a widow, do hereby convey and warrant unto BILBO YOUNG and JANICE H. YOUNG, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land containing 9.75 acres, more or less, lying and being situated in Section 34, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a railroad spike at the intersection of the center line of Clarkdell Road with the North boundary of the South half (S $\frac{1}{2}$) of the South half (S $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 34, Township 8 North, Range 2 East, Madison County, Mississippi and run thence North 89 degrees 52 minutes 12 seconds West, a distance of 10.12 feet to a point on the West margin of Clarkdell Road; thence South 0 degrees 42 minutes 19 seconds West along the West margin of Clarkdell Road, a distance of 529.70 feet to an iron pin; continue thence along the West margin of Clarkdell Road, South 0 degrees 22 minutes 10 seconds East, a distance of 358.28 feet to an iron pin; thence North 87 degrees 04 minutes 23 seconds West, a distance of 406.56 feet to an iron pin at the Point of Beginning of the herein described property; continue thence North 87 degrees 04 minutes 23 seconds West a distance of 510.42 feet to an iron pin; thence South 0 degrees 16 minutes 18 seconds West a distance of 463.05 feet to an iron pin; thence South 69 degrees 25 minutes 53 seconds East, a distance of 975.55 feet to an iron pin on the West margin of Clarkdell Road; thence North 0 degrees 27 minutes 51 seconds East along the West margin of Clarkdell Road, a distance of 426.22 feet to an iron pin; thence North 87 degrees 04 minutes 23 seconds West, a distance of 406.56 feet to an iron pin; thence North 0 degrees 11 minutes 53 seconds East, a distance of 332.75 feet to the Point of Beginning of the herein described property; containing 9.75 acres, more or less.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi;
- (2) Ad valorem taxes for the current year, which shall be pro-rated as of the date of this conveyance; and
- (3) Exception of such oil, gas and other mineral rights as may now be outstanding of record.

WITNESS my signature this the 23rd day of July, 1987.

Annette O. Clark
Annette O. Clark

BOOK 230 PAGE 362

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named ANNETTE O. CLARK who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

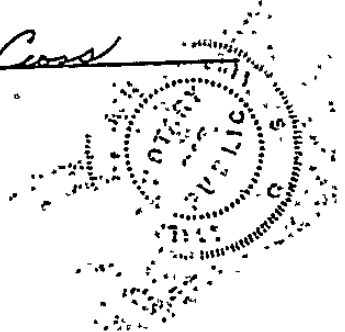
Given under my hand and official seal this the 23 day of July, 1987.

Karla Cross
Notary Public

(SEAL)

My commission expires:

My Commission Expires April 23, 1993



Mailing address and telephone numbers of:
Annette O. Clark - Clarkdell Road, Madison, Mississippi 39110
Business Telephone: None
Residential Telephone: (601) 856-8821

Bilbo Young and Janice H. Young - 601 Forest Point Drive,
Jackson, Mississippi 39200
Brandon, 39042
Business Telephone: None
Residential Telephone: (601) 992-9799

STATE OF MISSISSIPPI, County of Madison:

I, Billy Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this July day of 1987, at 10:40 o'clock a M., and was duly recorded on the JUL. 28 day of 1987, 19....., Book No. 230 on Page 361. in my office.

Witness my hand and official seal in my office, this the JUL 28 day of 1987.

BILLY COOPER, Clerk

By M. Wright....., D.C.

INDEXED
7908COMMON DRIVEWAY AGREEMENT

This Agreement made and entered into by and between W. STRICKLAN SLIGH, JR., and wife, ELIZABETH F. SLIGH, parties of the first part, and S. R. CAIN, III, party of the second part, WITNESSETH:

WHEREAS, the parties hereto are the owners of a right-of-way and easement for ingress and egress on, over, and across a strip of land sixty (60) feet in width extending from Quail Road westerly between the adjoining properties of said parties, and for the mutual use and benefit of same, and more particularly described as follows, to-wit:

Commence at the Northeast corner of Section 3, Township 9 North, Range 3 East, Madison County, Mississippi, and run thence South 0 degrees 54 minutes East along the West line of Quail Road for 365.5 feet to the point of beginning; thence West 1322.0 feet to an iron pin on the West line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 3; thence South 0 degrees 52 minutes 45 seconds East, along the West line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 3 for 60 feet to an iron pin; thence East 1322.0 feet to an iron pin on the West line of Quail Road; thence North 0 degrees 54 minutes West along the West line of Quail Road for 60 feet to the point of beginning.

AND, WHEREAS, the parties hereto desire to provide for the construction and maintenance of a driveway thereon for the joint and mutual use and benefit of the parties hereto;

NOW, THEREFORE, the parties have agreed and do hereby agree with each other as follows, to-wit:

1. A suitable, all-weather gravel driveway will be constructed on said easement for the joint use of the parties hereto and all future owners of said adjoining properties.
2. The cost of construction and maintenance thereon is to be borne and paid equally by the parties hereto as their pro rata interests exist, to-wit: one-half (1/2) by the parties of the first part, and one-half (1/2) by the party of the second part.
3. Neither of the parties shall perform or cause to be performed, any construction or maintenance which is not mutually agreed upon in advance in writing by the parties hereto; but each of the parties hereto agree not to arbitrarily or unreasonably

withhold such advance approval of such construction or maintenance as may be reasonably necessary.

4. The aforesaid common driveway is to be kept open at all times for the joint use and benefit of the parties, their heirs, assigns, licensees and invitees; shall not be obstructed by any buildings or structures thereon; and vehicles will not be permitted to stand or to be parked unattended thereon for any time, for any purpose, in such a manner as to block or obstruct free and easy passage upon, over and across said driveway.

WITNESS the signatures of the parties hereto in duplicate - this the 16th day of July, 1987.

W. Stricklan Sligh, Jr.
W. Stricklan Sligh, Jr.

Elizabeth F. Sligh
Elizabeth F. Sligh

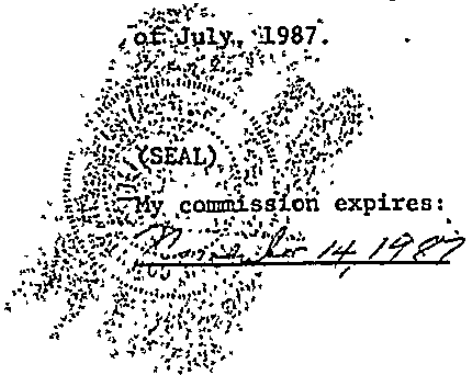
S. R. Cain, III
S. R. Cain, III

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named W. STRICKLAN SLIGH, JR., and ELIZABETH F. SLIGH, who each acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 16th day of July, 1987.

Elsie P. Tucker
Notary Public

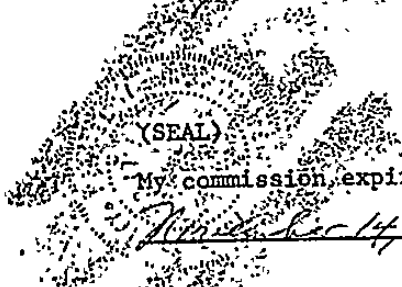


STATE OF MISSISSIPPI
COUNTY OF MADISON

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

Given under my hand and official seal this the 16th day of July, 1987.

Glenn R. Fincher
Notary Public



(SEAL)
My commission expires:

November 14, 1987

Mailing address and telephone numbers of:

W. Stricklan Sligh, Jr. - Post Office Box 102, Canton, Ms., 39046
Business Phone: 939-9790
Residential Phone: 859-6394

Elizabeth F. Sligh - Post Office Box 102, Canton, Ms., 39046
Business Phone: 859-1163
Residential Phone: 859-6394

S. R. Cain, III - Quail Road, Canton, Ms., 39046
Business Phone: 859-1722
Residential Phone: 859-1711



STATE OF MISSISSIPPI, County of Madison:

I, Billy N. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed record in my office this 27 day of July, 1987, at 11:00 o'clock a M. and was duly recorded on the 28 day of JULY, 1987, Book No. 230 on Page 363 in my office.

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

JUL 28 1987
By B. Wright D.C.

BOOK 230 PAGE 366

QUITCLAIM DEED

FILED
INDEXED

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid the receipt and sufficiency whereof is hereby acknowledged, I, Linda G. Calhoun, do hereby bargain, sell, convey and quitclaim unto Jeffrey J. Valentine, all of my right, title and interest in and to the following described property, situated, lying and being in the County of Madison, State of Mississippi, to-wit:

Lot 41, Hunter's Point, Part 1

Ad valorem taxes for 1987 shall be paid by grantee.

Witness my signature on this the 23rd day of July, 1987.

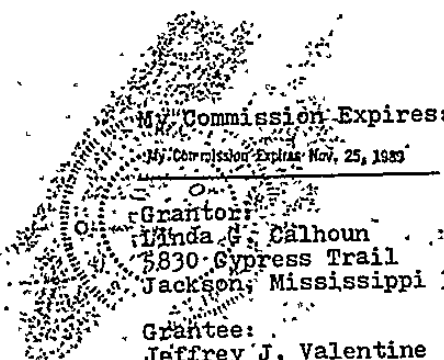
Linda G. Calhoun
LINDA G. CALHOUN

STATE OF MISSISSIPPI
COUNTY OF Hinds

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Linda G. Calhoun, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the date therein mentioned as her free and voluntary act and deed, and for the purposes therein mentioned.

Given under my hand and seal of office this the 23rd day of July, 1987.

Barbara Collette
NOTARY PUBLIC

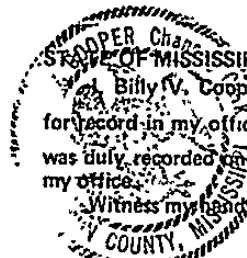


My Commission Expires:
Nov. 25, 1989

Grantor:
Linda G. Calhoun
5830 Cypress Trail
Jackson, Mississippi 39211

Grantee:
Jeffrey J. Valentine
312 Mockingbird Lane
Madison, Mississippi 39110

Please return this instrument to Grantee



STATE OF MISSISSIPPI, County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 12:20 clock P M., and was duly recorded in the day of JUL 28 1987, 19....., Book No. 230 on Page 366 in my office.

Witness my hand and seal of office, this the of JUL 28 1987, 19.....

BILLY V. COOPER, Clerk

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

RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)

No 8869

BOOK 230 PAGE 367

DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED 7914

Redeemed Under H.B. 547
Approved April 2, 1932

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

Michael Huston
the sum of Six hundred forty-four dollars + 175¢ DOLLARS (\$ 644.75)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>6 1/2 NE 1/4 of 34A in Shape of</u>				
<u>Sq in NE 1/4 less 28.0 A.</u>				
<u>D.B. 169-513</u>	<u>21</u>	<u>8</u>	<u>1W</u>	

Which said land assessed to Willie Huston and sold on the
25 day of Aug 1987, to George Merritt for
taxes thereon for the year 1985, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of
July 1987 Billy V. Cooper, Chancery Clerk.

(SEAL) By J. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>505.95</u>
(2) Interest	\$	<u>35.42</u>
(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	\$	
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	<u>3.00</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$	
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00	\$	
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	<u>544.37</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	<u>25.30</u>
(10) 1% Damages per month or fraction on 19 <u>85</u> taxes and costs (Item 8 -- Taxes and costs only) <u>12</u> Months	\$	<u>65.32</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>.25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	<u>.15</u>
(13) Fee for executing release on redemption	\$	<u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.)	\$	
(15) Fee for issuing Notice to Owner, each \$2.00	\$	
(16) Fee Notice to Lienors @ \$2.50 each	\$	
(17) Fee for mailing Notice to Owner \$1.00	\$	
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	
TOTAL	\$	<u>636.39</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>6.36</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>85</u> taxes and to pay accrued taxes as shown above	\$	<u>642.75</u>

Excess bid at tax sale \$ _____
George Merritt 6.3499
(Clerk) 776
Rec. fee 260
644.75

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
in my office on the 27 day of July, 1987, at 12:30 o'clock P. M., and
was duly recorded on the 28 day of JUL, 1987, 1987, Book No. 230 on Page 367 in
JUL 28 1987



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

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

INDEXED
7915

No 8871
Redeemed Under H.B. 647
Approved April 2, 1932

BOOK 230 PAGE 368

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

Michael Huston
the sum of thirty two dollars 54/100 DOLLARS (\$ 32.54)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Approx 1.8 in NW Cor NW 1/4 SW 1/4</u>				
<u>Ded Desc doesn't fit ground</u>				
<u>DB 125-483</u>	<u>23</u>	<u>8</u>	<u>1W</u>	

Which said land assessed to Willie Huston and sold on the
25 day of Aug 1985 to Stanley Williams for
taxes thereon for the year 1985, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of

July 1987 Billy V. Cooper, Chancery Clerk.
By [Signature] D.C.

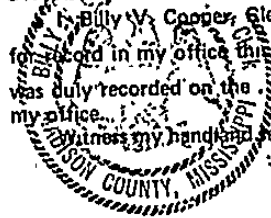
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 20.41
- (2) Interest \$ 1.43
- (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 \$
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 3.00
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$
- (7) Tax Collector—For each conveyance of lands sold to individuals \$1.00 \$
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 24.84
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1.02
- (10) 1% Damages per month or fraction on 1985 taxes and costs (Item 8—Taxes and costs only) 12 Months \$ 2.98
- (11) Fee for recording redemption 25cents each subdivision \$.85
- (12) Fee for indexing redemption 15cents for each separate subdivision \$.15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 30.24
- (19) 1% on Total for Clerk to Redeem \$.30
- (20) GRAND TOTAL TO REDEEM from sale covering 1985 taxes and to pay accrued taxes as shown above \$ 30.54

Excess bid at tax sale \$ 32.54
BW 28.84
Clk 1.70
Pr 2.00
32.54

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
in my office this 27 day of July, 1987, at 12:30 o'clock P. M., and
was duly recorded on the 28 day of JULY, 1987, Book No 230 on Page 368.
Witness my hand and seal of office, this the 28 day of JULY, 1987.



BILLY V. COOPER, Clerk

By [Signature] D.C.

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

No 8870

BOOK 230 PAGE 369

INDEXED 7816

Redeemed Under H.B. 547
Approved April 2, 1932

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

Michael Houston
the sum of Forty Seven Dollars + 145/100 DOLLARS (\$ 47.45)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>W 1/2 NW 1/4 SW 1/4 D.B. 1169-513</u>	<u>22</u>	<u>8</u>	<u>16</u>	

Which said land assessed to Willie Houston and sold on the
25 day of Aug 1987 to Ermitt Eaton for
taxes thereon for the year 1985, do hereby release said land from all claim or title of said purchaser on account of said sale
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of
July 1987 Billy V. Cooper, Chancery Clerk.
(SEAL) By D. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>3223</u>
(2) Interest	\$	<u>226</u>
(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	\$	
(5) Printer's Fee for Advertising each separate subdivision \$1 00 each	\$	<u>300</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision Total 25cents each subdivision	\$	
(7) Tax Collector - For each conveyance of lands sold to individuals \$1.00	\$	<u>3749</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	<u>161</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	
(10) 1% Damages per month or fraction on 19 <u>85</u> taxes and costs (Item 8 - Taxes and costs only) <u>12</u> Months	\$	<u>450</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>15</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	<u>100</u>
(13) Fee for executing release on redemption	\$	
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.)	\$	
(15) Fee for Issuing Notice to Owner, each \$2 00	\$	
(16) Fee Notice to Lienors @ \$2 50 each	\$	
(17) Fee for mailing Notice to Owner \$4.00	\$	
(18) Sheriff's fee for executing Notice on Owner if Resident	\$	<u>4500</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>45</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>85</u> taxes and to pay accrued taxes as shown above	\$	<u>4545</u>

Excess bid at tax sale \$ _____
Ermitt Eaton 4360
Clerk fee 185
Fee fee 200
47.45

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
record in my office this 27 day of July, 1987, at 12:30 o'clock P. M., and
as duly recorded on the 27 day of JUL. 28. 1987, 1987, Book No. 230 on Page 369 in



BILLY V. COOPER, Clerk

By D. Wright D.C.

INDEXED 7918

BOOK 230 PAGE 370

Jackson, MS 6 (c)

Drafted by:
Clyde W. Curtis
SHOOK, HARDY & BACON
120 West 12th Street, Suite 600
Kansas City, Missouri 64105

WARRANTY DEED

IN CONSIDERATION OF ONE HUNDRED SIXTY SIX THOUSAND
FIFTY ONE AND NO/100
Dollars (\$166,051.00) cash and other good and valuable consideration,
the receipt and sufficiency of all of which are hereby acknowledged,
C B INTERNATIONAL, INC., a Kansas corporation, hereby sells,
conveys, and warrants unto NPC PROPERTY PARTNERS, a Maryland General
Partnership, the address of which is whose address is P.O. Box
62643, 720 West 20th Street, Pittsburg, Kansas 66762, the following
described real property, legally described as:

[See Exhibit A attached hereto.]

IN WITNESS THEREOF, the said party of the first part has
caused these presents to be signed by its President/Vice President
and attested by its Secretary/Assistant Secretary and the corporate
seal to be hereto affixed on the 23rd day of December, 1986.

C B INTERNATIONAL, INC.,
a Kansas corporation

By: Gordon W. Elliott
President/Vice-President
Gordon W. Elliott

ATTEST:

J. B. Towner
Secretary/Assistant Secretary
J. B. Towner

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 23rd day of December, 1986, before me,
appeared Gordon W. Elliott and J. B. Towner, to
me personally known, who, being by me duly sworn, did acknowledge
and state that they are the ~~President/Vice-President~~ and
~~Secretary/Assistant Secretary~~, respectively, of C B INTERNATIONAL,
INC., a Kansas corporation, the corporation described in and which
executed the foregoing instrument; that, on behalf of said
corporation and by order of its Board of Directors, as such

~~President/Vice President and Secretary/Assistant Secretary~~, they executed, sealed, and delivered the foregoing instrument for the use and purposes therein contained, as its and their free act and deed, by signing the name of the corporation by themselves as ~~President/Vice President and Secretary/Assistant Secretary~~.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above written.

Constance A. Stockmyer
Notary Public

My Commission Expires:
CONSTANCE A. STOCKMYER
Notary Public, State of Missouri
Comm. Exp. 1/25/87
My Commission Expires Jan. 25, 1987

Grantor's Address:
101 East 4th
Pittsburg, Kansas 66762
Ph.: 316-231-3390

Grantee's Phone:
316-231-3390

Jackson, MS #6

BOOK 230 PAGE 372

EXHIBIT "A"

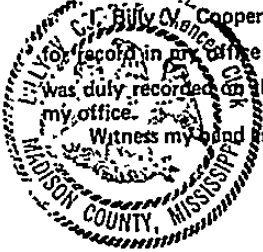
A parcel of land situated in Section 32, T7N-R2E, Madison County, State of Mississippi and being more particularly described as follows:

Commence at the intersection of the line between said Section 32 and Section 33, T7N-R2E, with the North right of way line of Mulejail Road; thence run Westerly along said North right of way line of Mulejail Road for a distance of 526.21 feet to the point of beginning; thence continue Westerly along said North right of way line for a distance of 150.0 feet to a point of intersection of said North right of way line of Mulejail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 150.0 feet; thence leaving said East right of way line turn right 90 degrees 15 minutes and run Easterly 150.0 feet; thence turn right 89 degrees 45 minutes and run Southerly 150.0 feet to the point of beginning, containing 22,500.00 square feet, 0.52 acre.

More commonly known as: 6500 Old Canton Road
Jackson, Mississippi.

Subject, however, to all existing restrictions, reservations, easements, encumbrances, conditions, covenants, and party wall agreements, of record; and, all zoning ordinances, taxes, levies, and assessments imposed by any governmental agency.

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 2:10 o'clock P.M., and was duly recorded on the 28 day of JUL 28 1987, 1987, Book No. 230 on Page 324. Witness my hand and seal of office, this the 28 day of JUL 28 1987, 1987.

BILLY V. COOPER, Clerk

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

INDEXED 7919

BOOK 230 PAGE 373

Drafted by:
Clyde W. Curtis
SHOOK, HARDY & BACON
120 West 12th Street, Suite 600
Kansas City, Missouri 64105

Jackson, MS 6 (P)

WARRANTY DEED

IN CONSIDERATION OF TEN Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, NPC PROPERTY PARTNERS, a Maryland General Partnership, hereby sells, conveys, and warrants unto NATIONAL PIZZA COMPANY, a Kansas Corporation, the address of which is P.O. Box 62643, 720 West 20th Street, Pittsburg, Kansas 66762, the following described real property, legally described as:

[See Exhibit A attached hereto.]

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its General Partner on the 23rd day of December, 1986.

NPC PROPERTY PARTNERS,
a Maryland general partnership

By PIZZA HUT OF EMMITSBURG, INC.,
a Maryland Corporation and
MANAGING GENERAL PARTNER of
NPC PROPERTY PARTNERS

By: J.J. Fitzsimmons
President/Vice President

Attest:
J.J. Fitzsimmons

By: Jennings J. Kewcom
Secretary/Assistant Secretary
Jennings J. Kewcom

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 23rd day of December 1986, before me, appeared J.J. Fitzsimmons and Jennings J. Kewcom to me personally known who, being by me duly sworn, did acknowledge and state that they are the President/Vice President and Secretary/Assistant Secretary of PIZZA HUT OF EMMITSBURG, INC., a Maryland

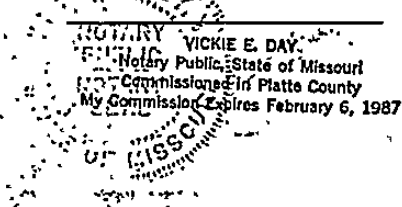
Corporation, the Managing General Partner of NPC PROPERTY PARTNERS, a Maryland general partnership, the partnership described in and which executed the foregoing instrument; that, on behalf of said corporation as such Managing General Partner they executed and delivered the foregoing instrument for the use and purposes therein contained, as the corporation's and partnership's free act and deed, by signing the name of the partnership by the corporation, as its respective officers, and as Managing General Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above written.

Vickie E. Day

Notary Public

My Commission Expires:



Grantor's Address:
P. O. Box 62643
720 West 20th Street
Pittsburg, Kansas 66762
Ph.: 316-231-3390

Grantee's Phone:
316-231-3390

EXHIBIT "A"

A parcel of land situated in Section 32, T7N-R2E, Madison County, State of Mississippi and being more particularly described as follows:

Commence at the intersection of the line between said Section 32 and Section 33, T7N-R2E, with the North right of way line of Mulejail Road; thence run Westerly along said North right of way of Mulejail Road for a distance of 526.21 feet to the point of beginning; thence continue Westerly along said North right of way line for a distance of 150.0 feet to a point of intersection of said North right of way line of Mulejail Road with the East right of way line of Old Canton Road; thence turn right 89 degrees 45 minutes and run Northerly along said East right of way line for a distance of 150.0 feet; thence leaving said East right of way line turn right 90 degrees 15 minutes and run Easterly 150.0 feet; thence turn right 89 degrees 45 minutes and run Southerly 150.0 feet to the point of beginning, containing 22,500.00 square feet, 0.52 acre.

More commonly known as: 6500 Old Canton Road Jackson, Mississippi.

Subject, however, to all existing restrictions, reservations, easements, encumbrances, conditions, covenants, and party wall agreements, of record; and, all zoning ordinances, taxes, levies, and assessments imposed by any governmental agency.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 2:11 o'clock P.M., and was duly recorded on the 28 day of JUL 28 1987, 1987, Book No. 230 on Page 373. Witness my hand and seal of office, this the 28 day of JUL 28 1987, 1987.



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

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

Massena F. & Mary D. Jones

the sum of thirty three & 52/100 DOLLARS (\$33.52) being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
Lot 15 & 40 ft off S/E	29	9	3E	
Lot 14 20 1/8 x				
Academy Park Sub			Center	
14 & 15				
DB 186-78X				

Which said land assessed to Massena F. & Mary D. Jones and sold on the 25 day of August 1986 to Emerald of Texas for taxes thereon for the year 1985 to hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of July 1987

Billy V. Cooper, Chancery Clerk. By M. Wright, D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 21.19
- (2) Interest \$ 1.48
- (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 \$ 3.00
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$
- (7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00 \$ 25.67
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 1.06
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$
- (10) 1% Damages per month or fraction on 1985 taxes and costs (Item 8 -- Taxes and costs only) 12 Months \$ 3.09
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 31.21
- (19) 1% on Total for Clerk to Redeem \$ 31
- (20) GRAND TOTAL TO REDEEM from sale covering 1985 taxes and to pay accrued taxes as shown above \$ 31.52

Excess bid at tax sale \$

Emmett Dixon 29.81
Check 1.71
R.F. 2.00
33.52

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

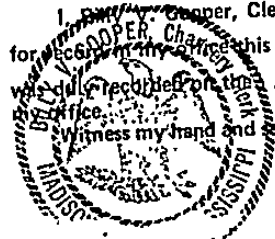
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July 1987, at 2:10 o'clock P.M., and was duly recorded on the 28 day of July 1987. Book No. 230 on Page 376 in

Witness my hand and seal of office, this the 27 day of July 1987

BILLY V. COOPER, Clerk

By M. Wright, D.C.



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Prince Homes, Inc., whose mailing address is 121 Crest View Dr., Brandon, Ms. 39042

does hereby sell, convey and warrant unto Michael Henry Gladney and wife, Aleen Singleton Gladney, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 416 Beechwood, Madison, Ms. 39110, the following land and property located and

situated in the County of Madison, State of Mississippi, and being, more particularly described as follows, to-wit:

Lot 38, North Place of Madison, Part 1-C, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet C, at Slide 4, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees 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 Grantor hereto affixed on this the 27th day of July, 1987.

Prince Homes, Inc.

By: Laura Prince, V.P.

Grantor's Phone: 829-1339
Grantee's Phone: 856-9910 home/ 948-6600 Off.

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, Laura Prince, personally known to me to be the Vice-President of the within named Prince Homes, Inc., who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, his having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 27th day of July, 1987.



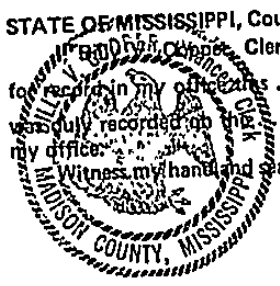
NOTARY PUBLIC

My Commission Expires:

1/22/91



STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 27 day of July, 1987, at 2:30 clock P. M., and was duly recorded on the 27 day of July, 1987, Book No. 230 on Page 377 in my office.

Witness my hand and seal of office, this the 28 day of July, 1987,
BILLY V. COOPER, Clerk
By h. Wright, D.C.

7929

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned LOUISE H. ABERNATHY, a widow, the Grantor, does hereby remise, release and quitclaim unto M-R-S MANUFACTURING COMPANY, a Delaware corporation, the Grantee, all of the Grantor's right, title and interest in and to the following described parcel of land and property situated in Madison County, Mississippi, to-wit:

INDEXED

A lot or parcel of land fronting 6.52 chs. on the West side of Public Road and containing in all 2.45 acres more or less, and being more particularly described as beginning at the SE Corner of the H.H. White, Jr. lot, said point of beginning also being described as being 0.22 chs. West of and 9.83 chs. south of the NE Corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 32, T9N, R1W, Madison County, Mississippi, and said point of beginning being on the West Margin of Public Road, and from said point of beginning, run thence west for 6.0 chs., thence running South for 1.51 chs., thence running S 50 degrees 15 minutes East for 7.85 chs. to the said West Margin of Public Road; thence running north along said road for 6.52 chs. to the point of beginning, said west margin of public road being 30.0 feet west of center line of same, and all being a part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 32, T9N, R1W, Madison County, Mississippi.

LESS AND EXCEPT the following tracts:

I.

Commencing at the northeast corner of the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, run thence West for a distance of 9.85 feet to a point on the west right-of-way line of a north-south public road, and run thence South along said west right-of-way line for a distance of 228.84 feet, more or less, to an iron pin, which pin marks the point of beginning and the northeast corner of the parcel of land herein described; thence run South 89 degrees 14 minutes West for a distance of 296.0

feet, more or less, to an iron pin; thence run South 0 Degrees 46 minutes East for a distance of 99.66 feet, more or less, to an iron pin; thence run South 20 degrees 49 minutes East for a distance of 127.79 feet, more or less, to a point; thence run South 50 degrees 54 minutes East for a distance of 328.57 feet, more or less, to an iron pin on the West right-of-way line of said public road; and thence run North 0 degrees 46 minutes West along said right-of-way line for a distance of 430.32 feet, more or less, to the point of beginning; located in the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of said Section 32.

II.

Commencing at the northeast corner of the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, run thence West for a distance of 9.85 feet to a point on the west right-of-way line of a north-south public road, run thence South along said right-of-way line for a distance of 228.84 feet, more or less, to an iron pin, and run thence South 00 degrees 46 minutes East along said west right-of-way line for a distance of 430.32 feet, more or less, to an iron pin, which pin marks the point of beginning and the northeast corner of the parcel of land herein described; thence run North 50 degrees 54 minutes West for a distance of 328.57 feet to a point; thence run South 20 degrees 49 minutes East for a distance of 119.70 feet, more or less, to an iron pin; thence run South 54 degrees 00 minutes East for a distance of 264.3 feet, more or less, to an iron pin set on the west right-of-way line of said public road; and thence run North 1 degrees 18 minutes West along said right-of-way line for a distance of 60.0 feet, more or less, to the point of beginning; containing 0.37 acres located in the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of said Section 32.

WITNESS THE SIGNATURE of the Grantor, on this the

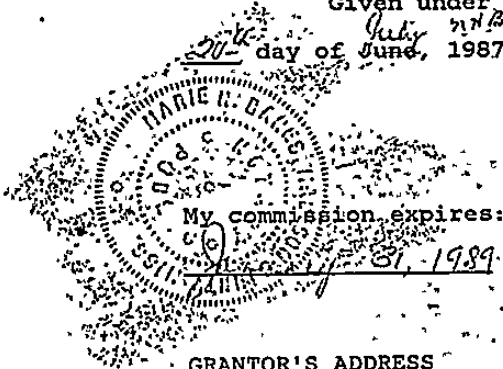
24th day of ^{July, 1987.} ~~June~~, 1987.

Louise H. Abernathy
LOUISE H. ABERNATHY

STATE OF MISSISSIPPI
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LOUISE H. ABERNATHY, a widow, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

Given under my hand and official seal, this the 20th day of June, 1987.



Marie H. Senechal
Notary Public

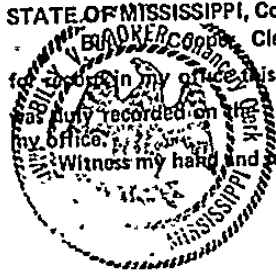
GRANTOR'S ADDRESS

Louise H. Abernathy
Kearney Park
Flora, MS 39071
Tel. No. 879-8005

GRANTEE'S ADDRESS

M-R-S Manufacturing Company
P. O. Box 199
Flora, MS 39071
Tel. No. 879-3151

STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 27 day of July, 1987, at 330 o'clock P. M., and was duly recorded on the JUL 28 1987 day of JUL 28 1987, 1987, Book No. 230 on Page 379 in my office, this the JUL 28 1987 day of JUL 28 1987, 1987.

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

INDEXED

7930

FOR AND IN CONSIDERATION of the sum of Ten and
No/100 Dollars (\$10.00), cash in hand paid, and other good
and valuable considerations, the receipt and sufficiency of
all of which is hereby acknowledged, the undersigned MARIADA
SIMMONS CASHON (formerly Mariada Simmons White), a widow,
the Grantor, does hereby remise, release and quitclaim unto
LOUISE H. ABERNATHY, the Grantee, all of the Grantor's
right, title and interest in and to the following described
parcel of land and property situated in Madison County,
Mississippi, to-wit:

TRACT I.

Commencing at the northeast corner of
the Northwest Quarter of the Southeast
Quarter (NW-1/4 of SE-1/4), of Section
32, Township 9 North, Range 1 West,
Madison County, Mississippi, run thence
West for a distance of 9.85 feet to a
point on the west right-of-way line of a
north-south public road, and run thence
South along said west right-of-way line
for a distance of 228.84 feet, more or
less, to an iron pin, which pin marks
the point of beginning and the northeast
corner of the parcel of land herein
described; thence run South 89 degrees
14 minutes West for a distance of 296.0
feet, more or less, to an iron pin;
thence run South 0 Degrees 46 minutes
East for a distance of 99.66 feet, more
or less, to an iron pin; thence run
South 20 degrees 49 minutes East for a
distance of 127.79 feet, more or less,
to a point; thence run South 50 degrees
54 minutes East for a distance of 328.57
feet, more or less, to an iron pin on
the West right-of-way line of said
public road; and thence run North 0
degrees 46 minutes West along said
right-of-way line for a distance of
430.32 feet, more or less, to the point
of beginning; located in the Northwest
Quarter of the Southeast Quarter (NW-1/4
of SE-1/4), of said Section 32.

TRACT II.

Commencing at the northeast corner of
the Northwest Quarter of the Southeast
Quarter (NW-1/4 of SE-1/4), of Section
32, Township 9 North, Range 1 West,
Madison County, Mississippi, run thence
West for a distance of 9.85 feet to a
point on the west right-of-way line of a

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north-south public road, run thence South along said right-of-way line for a distance of 228.84 feet, more or less, to an iron pin, and run thence South 00 degrees 46 minutes East along said west right-of-way line for a distance of 430.32 feet, more or less, to an iron pin, which pin marks the point of beginning and the northeast corner of the parcel of land herein described; thence run North 50 degrees 54 minutes West for a distance of 328.57 feet to a point; thence run South 20 degrees 49 minutes East for a distance of 119.70 feet, more or less, to an iron pin; thence run South 54 degrees 00 minutes East for a distance of 264.3 feet, more or less, to an iron pin set on the west right-of-way line of said public road; and thence run North 1 degrees 18 minutes West along said right-of-way line for a distance of 60.0 feet, more or less, to the point of beginning; containing 0.37 acres located in the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of said Section 32.

WITNESS THE SIGNATURE of the Grantor, on this the

10th day of July, 1987.

Mariada Simmons Cashion
MARIADA SIMMONS CASHON
(formerly Mariada Simmons White)

STATE OF MISSISSIPPI
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MARIADA SIMMONS CASHON (formerly Mariada Simmons White), a widow, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of June, 1987.

Notary Public
Notary Public

My commission expires: 7/10/91

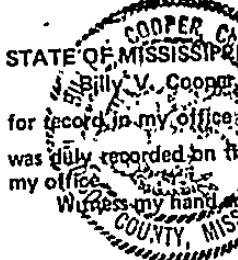
GRANTOR'S ADDRESS

Mariada Simmons Cashion
Kearney Park
Flora, MS 39071
Tel. No. 879-8359

GRANTEE'S ADDRESS

Louise H. Abernathy
Kearney Park
Flora, MS 39071
Tel. No. 879-8005

-2-



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 3:30 o'clock P. M. and was duly recorded on this 27 day of July, 1987, Book No. 230 on Page 382 in my office. Witness my hand and seal of office, this the 23 day of July, 1987.

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

QUITCLAIM DEEDINDEXED
7931

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned MARIADA SIMMONS CASHON (formerly Mariada Simmons White), a widow, the Grantor, does hereby remise, release and quitclaim unto M-R-S MANUFACTURING COMPANY, a Delaware corporation, the Grantee, all of the Grantor's right, title and interest in and to the following described parcel of land and property situated in Madison County, Mississippi, to-wit:

A tract of land containing in all 3.36 acres more or less, fronting for 5.60 chs. on the west side of public road in Section 32, T 9 R 1 W, and being more particularly described as beginning at a point which is 0.22 chs. west of and 4.23 chs. south of the NE corner of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 32, said point of beginning being on the west margin of said Public Road, and from said point of beginning run thence south along said road for 5.60 chs., thence west for 6.0 chs., thence north for 5.60 chs., thence east for 6.00 chs. to point of beginning, containing in all 3.36 acres more or less, and all being in the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 32, T 9 R 1 W, Madison County, Mississippi.

LESS AND EXCEPT the following tracts:

I.

Commencing at the northeast corner of the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, run thence West for a distance of 9.85 feet to a point on the west right-of-way line of a north-south public road, and run thence South along said west right-of-way line for a distance of 228.84 feet, more or less, to an iron pin, which pin marks the point of beginning and the northeast corner of the parcel of land herein described; thence run South 89 degrees 14 minutes West for a distance of 296.0 feet, more or less, to an iron pin; thence run South 0 Degrees 45 minutes East for a distance of 99.66 feet, more or less, to an iron pin; thence run South 20 degrees 49 minutes East for a distance of 127.79 feet, more or less,

to a point; thence run South 50 degrees 54 minutes East for a distance of 328.57 feet, more or less, to an iron pin on the West right-of-way line of said public road; and thence run North 0 degrees 46 minutes West along said right-of-way line for a distance of 430.32 feet, more or less, to the point of beginning; located in the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of said Section 32.

II.

Commencing at the northeast corner of the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, run thence West for a distance of 9.85 feet to a point on the west right-of-way line of a north-south public road, run thence South along said right-of-way line for a distance of 228.84 feet, more or less, to an iron pin, and run thence South 00 degrees 46 minutes East along said west right-of-way line for a distance of 430.32 feet, more or less, to an iron pin, which pin marks the point of beginning and the northeast corner of the parcel of land herein described; thence run North 50 degrees 54 minutes West for a distance of 328.57 feet to a point; thence run South 20 degrees 49 minutes East for a distance of 119.70 feet, more or less, to an iron pin; thence run South 54 degrees 00 minutes East for a distance of 264.3 feet, more or less, to an iron pin set on the west right-of-way line of said public road; and thence run North 1 degrees 18 minutes West along said right-of-way line for a distance of 60.0 feet, more or less, to the point of beginning; containing 0.37 acres located in the Northwest Quarter of the Southeast Quarter (NW-1/4 of SE-1/4), of said Section 32.

WITNESS THE SIGNATURE of the Grantor, on this the

16th day of July, 1987.

Mariada Simmons Cashon
 MARIADA SIMMONS CASHON
 (formerly Mariada Simmons
 White)

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13208.39

STATE OF MISSISSIPPI
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MARIADA SIMMONS CASHON (formerly Mariada Simmons White), a widow, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

Given under my hand and official seal, this the

10th day of June, 1987.
July

Walter H. Lewis
Notary Public

BOOK 230 PAGE 386

My commission expires:

7/19/91

GRANTOR'S ADDRESS

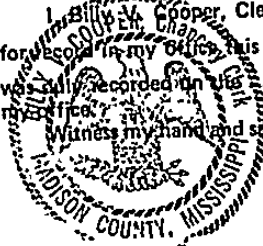
Mariada Simmons Cashon
Kearney Park
Flora, MS 39071
Tel. No. 879-8359

GRANTEE'S ADDRESS

M-R-S Manufacturing Company
P. O. Box 199
Flora, MS 39071
Tel. No. 879-3151

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 3:30 o'clock P. M. and was fully recorded in this 230 day of JUL 28 1987, 1987, Book No 230 on Page 386.
Witness my hand and seal of office, this the JUL 28 1987 day of July, 1987.



BILLY V. COOPER, Clerk

By W. W. Whit, D.C.

TIMBER DEED

For and in consideration of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the further consideration hereinafter set forth, we, MADISON LAND AND TIMBER COMPANY, INC., Flora, Mississippi, Grantor, do hereby convey and warrant unto BEESLEY LUMBER COMPANY, INCORPORATED, a corporation, of Highway 3, Yazoo City, Mississippi, Grantee, the following described property situated in ~~Leflore~~ ^{Madison} County, Mississippi, to wit:

All saw timber will be marked by personnel of Beesley Lumber Company, Inc., in the conventional manner. The color will be blue.

PARCEL I - Lot 7, Section 17, Township 9 North, Range 1 West, containing 77 acres more or less.

PARCEL II - 26 acres of the West side of Lot 8 and 52 acres of the East side of Lot 8, Section 17, Township 9 North, Range 1 West, Madison County, Mississippi, containing 78 acres more or less.

PARCEL III - Undivided $\frac{1}{2}$ interest in Lot 1, less 4 acres, Section 17, Township 9 North, Range 1 West, Madison County, Mississippi.

The consideration being paid for the timber herein conveyed is \$165.00 per 1,000 feet for all hardwood timber and Beesley Lumber Company, Inc., agrees to cut a minimum of \$100,000.00 worth of timber off this said tract. The payment of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, cash in hand paid, on the execution of this Timber Deed is to cover and will include payment by the Grantee to the Grantors herein for the first timber so cut and removed from said lands totaling \$50,000.00 in value at the above price per 1,000 board feet. After the \$50,000.00 worth of said timber has been so cut and removed, the Grantee will pay to the Grantors herein additional compensation for the timber so cut and removed at the aforesaid price per 1,000 feet until said Grantee has finished cutting and removing timber from said lands.

The Grantor hereby grants the right of ingress and egress over and across said land for the purpose of removing the timber herein conveyed.

The Grantee, in the acceptance of this deed, does hereby agree that in the event crops, boundary line fences or buildings on the above described land are damaged by the cutting and removing of said timber that the Grantee will repair said damage, or pay for same, if any, and to fill in all ruts in pasture and reseed.

The rights herein granted shall continue for a period terminating one year from the date hereof and on the expiration of said period, all rights herein granted shall cease and terminate and all timber conveyed hereby not then cut shall revert to and become the property of the above named Grantor, freed of any claim or right of the Grantee, its successors or assigns.

WITNESS our hands this the 17th day of July, 1987.

[Signature]
MADISON LAND AND TIMBER COMPANY, INC.
Grantor P. O. BOX 270, FLORA, MS. 39071
879-8547

[Signature]
BEESELY LUMBER COMPANY, INC., Grantee
P.O. Drawer, Yazoo City, Ms. 39194
740-9298

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the above county and state, DUDLEY R. BOZEMAN, personally known to me to be the PRESIDENT (title) of MADISON LAND AND TIMBER COMPANY, INC., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein named for and on behalf of and as the act and deed of said MADISON LAND AND TIMBER COMPANY, INC., he being thereunto duly authorized so to do.

GIVEN under my hand and official seal this 17th day of JULY, 1987.

[Notary Seal]
My Commission Expires:
My Commission Expires December 6, 1990

[Signature]
NOTARY PUBLIC IN AND FOR
MADISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF YAZOO

This day personally appeared before me, the undersigned authority in and for the above county and state, BARRY BARNES personally known to me to be the manager (title) of BEESELY LUMBER COMPANY, INC., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein named for and on behalf of and as the act and deed of said BEESELY LUMBER COMPANY, INC., he being thereunto duly authorized so to do.

GIVEN under my hand and official seal this 17th day of July, 1987.

[Notary Seal]
My Commission Expires:
My Commission Expires October 11, 1987

[Signature]
NOTARY PUBLIC IN AND FOR
YAZOO COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, County of Yazoo:

I, MRS. CATHERINE PREWITT, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 21st day of July, 1987, at 9:00 o'clock A. M., and was duly recorded on the 21st day of July, 1987, Book No. 183A Page 812 in my office.
Witness my hand and seal of office, this the 21st day of July, 1987.

MRS. CATHERINE PREWITT, Chancery Clerk
By *[Signature]* D.C.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27th day of July, 1987, at 3:50 o'clock P. M. and was duly recorded on the 27th day of July, 1987, Book No. 230 on Page 387 in my office.
Witness my hand and seal of office, this the 27th day of July, 1987.

[Notary Seal]

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

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QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PEOPLES UNDERTAKING CO., INC., Grantor, does hereby remise, release, convey and forever quitclaim unto KARL M. BANKS, Grantee, all of its estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

A lot or parcel of land fronting 78.4 feet on the south side of West North Street, being a part of Lots 15 and 17 of West North Street, Canton, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the west line of Hickory Street with the south line of West North Street and run Westerly along the south line of West North Street for 60 feet to the NE corner and point of beginning of the property herein described; thence left an angle of 88°49' and run 101 feet to a point; thence right an angle of 88°49' and run 78.4 feet to a point; thence right an angle of 91°11' and run 101 feet to a point on said south line of West North Street, thence right an angle of 88°49' and run along said south line for 78.4 feet to the point of beginning.

WITNESS MY SIGNATURE on this the 27th day of July, 1987.

PEOPLES UNDERTAKING CO., INC.

By: Fred L. Banks, Sr.
Fred L. Banks, Sr., President

STATE OF MISSISSIPPI

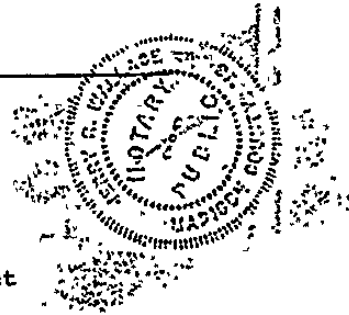
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named FRED L. BANKS, SR., who acknowledged to me that he is the President of Peoples Undertaking Co., Inc., 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 to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 27th day of July, 1987.

J. R. Wallace
NOTARY PUBLIC



MY COMMISSION EXPIRES:

March 8, 1988

GRANTOR:

319 West North Street
Canton, MS 39046
859-4323

E1072201
4039-2 (RE) /3515

GRANTEE:

319 West North Street
Canton, MS 39046
859-4323



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 3:50 o'clock P. M. and was duly recorded on the 28 day of July, 1987, Book No. 230 on Page 389 in my office. Witness my hand and seal of office, this the 28 day of July, 1987.

BILLY V. COOPER, Clerk

By J. R. Wallace, D.C.

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

BOOK 230 PAGE 391

No 8875
 7936 Redeemed Under H.B. 587
 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from Bank Loan of Pontchartré Mo Inc the sum of One hundred Forty Three & 3/4 DOLLARS (\$ 143.31) being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 2 E Center St</u>				
<u>DB 180-9</u>				

Which said land assessed to Bank Loan of Mo Inc and sold on the 26 day of August 1985, to Gray Merritt for taxes thereon for the year 1984, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of July 1987 Billy V. Cooper, Chancery Clerk.
 (SEAL) By M. Douglas D.C.

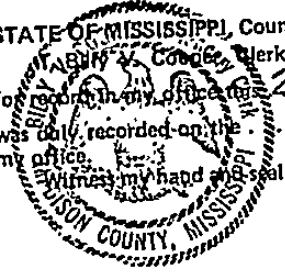
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 88.38
- (2) Interest \$ 4.42
- (3) Tax Collector's 2% Damages (House Bill No 14, Session 1932) \$ 1.77
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll \$ 1.25
 \$1.00 plus 25cents for each separate described subdivision \$ 3.00
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 25
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.00
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 100.07
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 4.42
- (9) 5% Damages on TAXES ONLY. (See Item 1)
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 -- Taxes and costs only) 24 Months \$ 2.00
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$2.00 \$ 3.00
- (15) Fee for issuing Notice to Owner, each \$ 2.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 5.00
- (17) Fee for mailing Notice to Owner \$1.00 \$ 4.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ 13.99
- TOTAL \$ 143.11
- (19) 1% on Total for Clerk to Redeem \$ 1.43
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 144.54

Excess bid at tax sale \$ 143.31
Gray Merritt #12851
5.80
3.00
3.00
4.00
143.31
 Sheriff of Hinds Co.

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

STATE OF MISSISSIPPI, County of Madison:
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 27 day of July, 1987, at 4:00 o'clock P. M., and was duly recorded on the 27 day of JUL, 1987, Book No 230 on Page 391. in my office.
 Witness my hand and seal of office, this the 27 day of July, 1987.
 BILLY V. COOPER, Clerk
 By M. Douglas D.C.



RELEASE FROM DELINQUENT TAX SALE

No 8874

BOOK 230 PAGE 392

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

Repealed Under H.B. 547 Approved April 2, 1932

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

PRM Pizza Inc the sum of Eight hundred sixty five dollars (\$865.00) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Includes handwritten entries: 024 A in SE 1/4 E 1/4 old Ch Rd, DB 186-190 6/19/85, DB 188-217 6-4-85 DB 188-214 6-4-85, 32-7-2E, Ridge land.

Which said land assessed to Andrew T. H. Crowell, Roy L. Jones, Kenneth L. ... and sold on the 25 day of Aug 1985 to Ernest E. ... for taxes thereon for the year 1985, do hereby release said land from all claim or title of said purchaser on account of said sale.

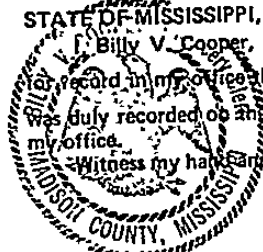
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of July 1987 Billy V. Cooper, Chancery Clerk. By [Signature] D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 68135
(2) Interest \$ 4769
(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 each \$
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 73204
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 3407
(10) 1% Damages per month or fraction on 1985 taxes and costs (Item 8 -- Taxes and costs only) 12 Months \$ 8754
(11) Fee for recording redemption 25cents each subdivision \$ 25
(12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
(13) Fee for executing release on redemption \$ 100
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$ 85535
(19) 1% on Total for Clerk to Redeem \$ 855
(20) GRAND TOTAL TO REDEEM from sale covering 1985 taxes and to pay accrued taxes as shown above \$ 86390

Excess bid at tax sale \$ EE 85395
Club 905
Rec 200
86540

STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of July, 1987, at 4:15 o'clock P.M., and was duly recorded on the 28 day of July, 1987, Book No. 230 on Page 392 in my office. Witness my hand and seal of office, this the 28 day of July, 1987. BILLY V. COOPER, Clerk. By [Signature] D.C.



RELEASE FROM DELINQUENT TAX SALE

No 8873

BOOK 230 PAGE 393

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

7938

Redeemed Under H.B. 547 Approved April 2, 1932

INDEXED

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

PRM Pizza Inc.

the sum of Four hundred forty five dollars and 16/100 DOLLARS (\$ 445.16) being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
241A in SE 1/4 SE 1/4				
DB 114-112 6/4/85				
32-7-2E			Ridgeland	

Which said land assessed to Anderson, T.H., Cravens, R.L. & Jones, K.R. and sold on the 25 day of Aug. 1985, to George Meunt for taxes thereon for the year 1985, do hereby release said land from all claim or title of said purchaser on account of said sale

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of July 1987 Billy V. Cooper, Chancery Clerk.

(SEAL) By [Signature] D.C.

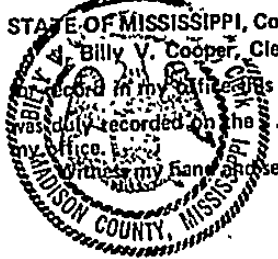
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 34765
- (2) Interest \$ 2434
- (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 \$
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 300
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$
- (7) Tax Collector - For each conveyance of lands sold to individuals \$1.00 \$
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 37499
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1738
- (10) 1% Damages per month or fraction on 1985 taxes and costs (Item 8 - Taxes and costs only) 12 Months \$ 4500
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 100
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No 457.) \$
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 43877
- (19) 1% on Total for Clerk to Redeem \$ 439
- (20) GRAND TOTAL TO REDEEM from sale covering 1985 taxes and to pay accrued taxes as shown above \$ 44316

Excess bid at tax sale \$ [Signature] 43737
[Signature] 579
[Signature] 200
44516

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed and recorded in my office on the 27 day of July, 1987, at 4:15 o'clock P.M. and was duly recorded on the 28 day of July, 1987, Book No. 230 on Page 393 in



WITNESS my hand and seal of office, this the 27 day of July, 1987. BILLY V. COOPER, Clerk. By [Signature] D.C.

AGREEMENT1-73-10
INDEXED

FOR AND IN CONSIDERATION of the mutual promises, conditions, and covenants herein contained, We, the undersigned, PAUL L. PYBAS and ANNE H. PYBAS, husband and wife, do hereby grant unto WILLIS E. CANNON and MARCELLA CANNON, husband and wife, a perpetual non-exclusive easement for purposes of ingress and egress on, over and across the following described property, lying and being situated in the City of Ridgeland, Madison County, Mississippi, more particularly described as follows:

Commence at the southeast corner of Lot 2 of Block 18, Highland Colony; according to a plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, and proceed northerly along the east line of said Lot 2 of Block 18 a distance of 124 feet to a point which is the point of beginning of the parcel being described; and from said point of beginning proceed west a distance of 457.58 feet to a point on the east right-of-way of Highway 51; thence proceed northerly along said east right-of-way of Highway 51 to a distance of 20 feet; thence proceed east to a point located on the east line of said Lot 2 of Block 18 which is 20 feet north of the point of beginning; thence proceed south along the east line of said Lot 2 of Block 18 a distance of 20 feet to the point of beginning.

The nonexclusive easement above granted shall enure Willis E. Cannon and Marcella Cannon, their heirs, successors and assigns for use and benefit to the ownership, possession and occupancy of Lots 1 and 4 of Block 18 of Highland Colony according to a plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

The easement granted hereby to Willis E. Cannon and Marcella Cannon, their heirs, successors and assigns, is expressly limited to use for ingress and egress by Grantees and their respective licensees and invitees, by passenger vehicles and commercial vehicles of a gross weight not to exceed 32,000 pounds, and may not be utilized for construction purposes. The easement granted shall in no event be used for utilities to serve Lots 1 and 4 of Block 18 of Highland Colony. The easement granted hereby is a nonexclusive easement, and the property burdened by the easement may be used by Grantors, their heirs, successors and assigns, in any manner not inconsistent with the grant of easement to Grantees, and use of the property burdened by easement by Grantors, their heirs, successors and assigns shall not be limited as described above.

And, for and in consideration of the grant of easement above described, Willis E. Cannon and Marcella Cannon, husband and wife, do hereby agree that Paul L. Pybas and Anne H. Pybas shall have the right to construct ground level improvements, including paved or hard-surfaced areas, which will result in a greater run-off of surface waters onto the property of Willis E. Cannon and Marcella Cannon; provided, however, Paul L. Pybas and Anne H. Pybas agree that any improvements constructed, or that is already constructed, will not include collection areas of ground water by use of valleys or pipes so as to result in any central point of discharge of ground water or an acceleration of discharge of such ground water.

The rights hereinabove granted to Paul L. Pybas and Anne H. Pybas shall enure to them, their heirs, successors and assigns for use and benefit incident to the ownership, possession and occupancy of Lot 2, Block 18 of Highland Colony.

It is the intention of the parties hereto to acknowledge that the improvements constructed and to be constructed on Lot 2 of Block 18 will create additional and accelerated run-off of surface waters which will pass onto and over the adjoining Lot 1 of Block 18 of Highland Colony. To make satisfactory provision for the attendant drainage consequences, the parties have entered into this agreement in settlement of any and all claims and rights.

IN WITNESS WHEREOF, we have hereunto set out signatures, on this the 23rd day of July, 1987.

Paul L. Pybas
PAUL L. PYBAS

Anne H. Pybas
ANNE H. PYBAS

Willis E. Cannon
WILLIS E. CANNON

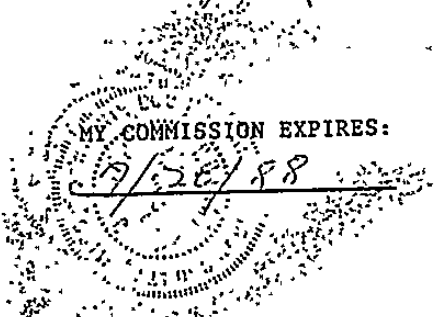
Marcella Cannon
MARCELLA CANNON

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named PAUL L. PYBAS, who acknowledged to me that he signed and delivered the foregoing Agreement as his act and deed, on the day and year and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office, this 23rd day of July, 1987.

Nannie Lee Morgan
NOTARY PUBLIC

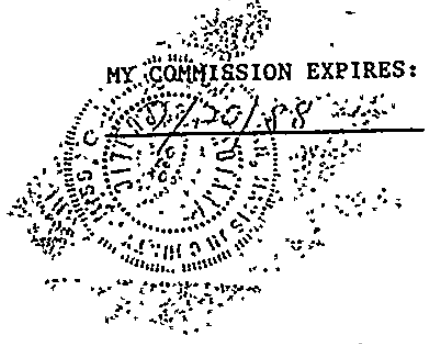


STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named ANNE H. PYBAS, who acknowledged to me that she signed and delivered the foregoing Agreement as her act and deed, on the day and year and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office, this 23rd day of July, 1987.

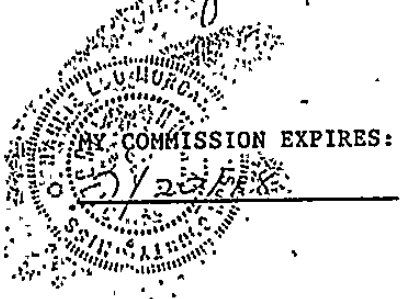
Nannie Lee Morgan
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named WILLIS E. CANNON, who acknowledged to me that he signed and delivered the foregoing Agreement as his act and deed, on the day and year and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office, this 23rd day of July, 1987.

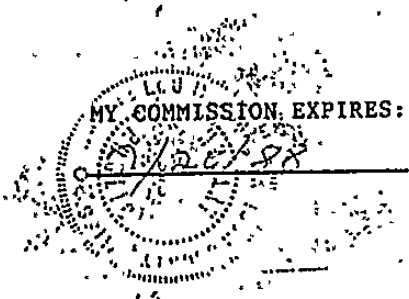


Dannie Lou Morgan
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named MARCELLA CANNON, who acknowledged to me that she signed and delivered the foregoing Agreement as her act and deed, on the day and year and for the purposes therein stated.

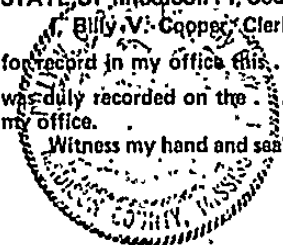
GIVEN UNDER MY HAND and official seal of office, this 23rd day of July, 1987.



Dannie Lou Morgan
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of July, 1987, at 9:40 o'clock AM and was duly recorded on the JUL 28 1987 day of JUL 28 1987, 1987, Book No. 230 on Page 397 in my office.



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

BILLY V. COOPER, Clerk

By D. Wright D.C.