

WARRANTY DEED

8178 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 M-R-S MANUFACTURING COMPANY, a Delaware corporation, Grantor, does hereby sell, convey and warrant unto GASTON BARRETT, Grantee, the following described property lying and being situated in Madison County, Mississippi, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference for the descriptions of Parcels 4, 5, 6, 7, 8, 10 and 11 conveyed hereunder.

Excepted from the warranties of this conveyance are the following:

1. Any prior reservations, conveyances, or leases of oil, gas or other mineral interests affecting the subject property.
2. Any part of the subject property that lies within the right-of-way of a public road.
3. All property interests conveyed under that certain right-of-way instrument from M-R-S Manufacturing Company to Mississippi Power & Light Company dated February 10, 1948, and recorded in Book 40 at Page 279 in the office of the aforesaid Chancery Clerk.
4. Terms and conditions of that certain Quitclaim Deed from the United States of America to the Reconstruction Finance Corporation dated December 16, 1946, and recorded in Book 35 at Page 412 in the office of the aforesaid Chancery Clerk.
5. Rights of ingress and egress, utility easements and rights to use and maintain a water tank and distribution system as retained by the United States of America in that certain Quitclaim Deed recorded in Book 35 at Page 412 in the office of the aforesaid Chancery Clerk.
6. All property rights conveyed by M-R-S Manufacturing Company to Kearney Park Utilities Company under that certain instrument dated January 16, 1951, and recorded in Book 49 at Page 336 in the office of the aforesaid Chancery Clerk.
7. Perpetual easement for the construction, maintenance and operation of a railroad switch or spur track over, upon and across that portion of the subject property located in the Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 29, Township 9 North, Range 1 West, executed by M-R-S Manufacturing Company to the Pilliod Lumber Products Company dated January 16, 1951, and recorded in Book 50 at Page 39 in the office of the aforesaid Chancery Clerk.

Ad valorem taxes for the year 1987 having been prorated as of the date of this instrument, the Grantee hereby agrees to pay the same when due.

This conveyance is made to the Grantee as the highest and best bidder for cash at an auction sale that was conducted on April 23, 1987, pursuant to an Order of the United States Bankruptcy Court for the Southern District of Mississippi, in Cause No. 86-00420-JC, styled "In the Matter of: M-R-S Manufacturing Company, Debtor", a certified copy of said Order being attached hereto as Exhibit "B" and incorporated herein by reference.

WITNESS THE SIGNATURE of the undersigned on this, the 3rd day of August, 1987.

M-R-S MANUFACTURING COMPANY

BY: *David R. White*
President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DAVID R. WHITE, who acknowledged that he is President of M-R-S MANUFACTURING COMPANY, and that for and on behalf of said corporation, he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as the act and deed of said corporation, he being duly authorized so to do.

3rd Given under my hand and official seal, this the day of August, 1987.

Annie Lee Walker
Notary Public

My commission expires:

My Commission Expires Aug 11, 1987

Grantor's Address:

M-R-S Manufacturing Company
P. O. Box 199
Flora, MS 39071
Tel. No. (601) 879-3151

Grantee's Address:

Gaston Barrett
P. O. Box 518
Philadelphia, MS 39350
Tel. No. (601) 656-2300

LEGAL DESCRIPTION
PARCEL 4

BOOK 230 PAGE 606

Being situated in the East 1/2 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 1226.98 feet along the South line of the said Section 32 to the Easterly right of way line of Kearney Park Road, said right of way line being 30 feet from the center line of the said road; thence North 01° 24' 08" West for a distance of 522.76 feet along the said Easterly right of way line of Kearney Park Road; thence North 0° 49' 57" West for a distance of 1241.70 feet along the said Easterly right of way line of Kearney Park Road; thence North 00° 36' 30" West for a distance of 481.82 feet along the said Easterly right of way line of Kearney Park Road to the Northerly right of way line of a paved road and the POINT OF BEGINNING for the parcel herein described, said Northerly right of way line being 20 feet from the center line of the said paved road; thence North 00° 19' 32" West for a distance of 407.56 feet along the said Easterly right of way line of Kearney Park Road; thence leave said Easterly right of way line of Kearney Park Road and run North 89° 00' 29" East for a distance of 260.0 feet; thence South 00° 19' 32" East for a distance of 407.56 feet to the said Northerly right of way line of a paved road; thence South 89° 00' 29" West for a distance of 260.0 feet along the said Northerly right of way line of a paved road to the POINT OF BEGINNING, containing 2.4325 acres more or less.

SIGNED FOR IDENTIFICATION:

M-R-S MANUFACTURING COMPANY

By: *Robert H. White*
President

LEGAL DESCRIPTION
PARCEL 5

BOOK 230 PAGE 607

Being situated in the East 1/2 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 1226.98 feet along the South line of the said Section 32 to the Easterly right of way line of Kearney Park Road, said right of way line being 30 feet from the center line of the said road; thence North 01° 24' 08" West for a distance of 522.76 feet along the said Easterly right of way line of Kearney Park Road; thence North 0° 49' 57" West for a distance of 1241.70 feet along the said Easterly right of way line of Kearney Park Road; thence North 00° 36' 30" West for a distance of 481.82 feet along the said Easterly right of way line of Kearney Park Road to the Northerly right of way line of a paved road, said right of way line being 20 feet from the center line of the said paved road; thence North 00° 19' 32" West for a distance of 407.56 feet along the said Easterly right of way line of Kearney Park Road to the POINT OF BEGINNING for the parcel herein described; thence continue North 00° 19' 32" West for a distance of 141.01 feet along the said Easterly right of way line of Kearney Park Road; thence North 01° 14' 34" West for a distance of 267.0 feet along the said Easterly right of way line of Kearney Park Road to the Southerly right of way line of a paved road, said Southerly right of way line being 20 feet from the center line of the said paved road; thence South 89° 51' 21" East for a distance of 264.26 feet along the said Southerly right of way line of a paved road; thence leave said Southerly right of way line and run South 00° 19' 32" East for a distance of 402.78 feet; thence South 89° 00' 29" West for a distance of 260.0 feet to the POINT OF BEGINNING, containing 2.4325 acres more or less.

SIGNED FOR IDENTIFICATION

M-R-S MANUFACTURING COMPANY.

By: *Antoine White*
President

LEGAL DESCRIPTION

PARCEL 6

BOOK 230 PAGE 608

Being situated in the East 1/2 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 1226.98 feet along the South line of the said Section 32 to the Easterly right of way line of Kearney Park Road, said right of way line being 30 feet from the center line of the said road; thence North 01° 24' 08" West for a distance of 522.76 feet along the said Easterly right of way line of Kearney Park Road; thence North 0° 49' 57" West for a distance of 1241.70 feet along the said Easterly right of way line of Kearney Park Road; thence North 0° 36' 30" West for a distance of 481.82 feet along the said Easterly right of way line of Kearney Park Road to the Northerly right of way line of a paved road, said right of way being 20 feet from the center line of the said paved road; thence North 00° 19' 32" West for a distance of 548.57 feet along the said Easterly right of way line of Kearney Park Road; thence North 01° 14' 34" West for a distance of 307.02 feet along the said Easterly right of way line of Kearney Park Road to the Northerly right of way line of a paved road and the POINT OF BEGINNING for the parcel herein described, said Northerly right of way line being 20 feet from the center line of the said paved road; thence North 01° 14' 34" West for a distance of 185.95 feet along the said Easterly right of way line of Kearney Park Road; thence due East for a distance of 548.14 feet to the Westerly right of way line of the said paved road; thence South 05° 13' 56" West for a distance of 115.20 feet along the said right of way line of a paved road; thence run 117.941 feet along the arc of a 79.583 foot radius curve to the right in the said right of way line, said arc having a 107.441 foot chord which bears South 47° 41' 18" West; thence North 89° 51' 21" West for a distance of 454.15 feet along the said right of way line of a paved road to the POINT OF BEGINNING, containing 2.277 acres more or less.

SIGNED FOR IDENTIFICATION:

M-R-S MANUFACTURING COMPANY

By: *Robert W. White*
President

LEGAL DESCRIPTION
PARCEL 7

BOOK 230 PAGE 609

Being situated in the East 1/2 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 1226.98 feet along the South line of the said Section 32 to the Easterly right of way line of Kearney Park Road, said right of way line being 30 feet from the center line of the said road; thence North 01° 24' 08" West for a distance of 522.76 feet along the said Easterly right of way line of Kearney Park Road; thence North 0° 49' 57" West for a distance of 1241.70 feet along the said Easterly right of way line of Kearney Park Road; thence North 0° 36' 30" West for a distance of 481.82 feet along the said Easterly right of way line of Kearney Park Road to the Northerly right of way line of a paved road, said right of way being 20 feet from the center line of the said paved road; thence North 00° 19' 32" West for a distance of 548.57 feet along the said Easterly right of way line of Kearney Park Road; thence North 01° 14' 34" West for a distance of 307.02 feet along the said Easterly right of way line of Kearney Park Road to the Northerly right of way line of a paved road, said Northerly right of way line being 20 feet from the center line of the said paved road; thence continue North 01° 14' 34" West for a distance of 185.95 feet along the said Easterly right of way line of Kearney Park Road to the POINT OF BEGINNING for the parcel herein described; thence continue North 01° 14' 34" West for a distance of 208.01 feet along the said Easterly right of way line of Kearney Park Road; thence leave said Easterly right of way line of Kearney Park Road and run due East for a distance of 571.70 feet to the Westerly right of way line of a paved road, said Westerly right of way line being 20 feet from the center line of the said paved road; thence South 05° 13' 56" West for a distance of 208.83 feet along the said Westerly right of way line of a paved road; thence due West for a distance of 548.14 feet to the POINT OF BEGINNING, containing 2.673 acres more or less.

SIGNED FOR IDENTIFICATION

M-R-S MANUFACTURING COMPANY

By: *Donald A. White*
President

LEGAL DESCRIPTION
PARCEL 8

BOOK 230 PAGE 610

Being situated in the Northeast 1/4 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 2650.24 feet along the South line of the said Section 32 to the Easterly right of way line of the Illinois Central Gulf Railroad; thence North 22° 46' 28" West for a distance of 2103.20 feet along the Easterly right of way line of the Illinois Central Gulf Railroad; thence South 67° 13' 32" West for a distance of 25.0 feet along a right of way offset; thence North 22° 46' 28" West for a distance of 3654.10 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad to the Southerly right of way line of Moore Avenue, said Southerly right of way line being 30 feet from the center line of the said Moore Avenue; thence South 22° 46' 28" East for a distance of 766.56 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad; thence South 89° 42' 26" East for a distance of 2459.85 feet; thence run 208.012 feet along the arc of a 1025.526 foot radius curve to the left, said arc having a 207.655 foot chord which bears South 48° 57' 26" East; to the POINT OF BEGINNING for the parcel herein described; thence North 44° 33' 10" East for a distance of 372.70 feet; thence North 89° 10' 27" East for a distance of 175.62 feet to the Southerly right of way line of a paved road, said Southerly right of way being 25 feet from the center line of the said paved road; thence run 194.899 feet along the arc of a 437.222 foot radius curve to the left in the said Southerly right of way line, said arc having 193.289 foot chord which bears South 74° 58' 13" East; to the Westerly right of way line of Kearney Park Road, said Westerly right of way line being 30 feet from the center line of the said Kearney Park Road; thence South 01° 02' 33" East for a distance of 432.12 feet along the said Westerly right of way line of Kearney Park Road; thence leave said Westerly right of way line and run North 79° 10' 53" West for a distance of 236.69 feet; thence run 436.968 feet along the arc of a 1025.526 foot radius curve to the right, said arc having a 433.670 foot chord which bears North 66° 58' 29" West; to the POINT OF BEGINNING, containing 4.838 acres more or less.

SIGNED FOR IDENTIFICATION:

M-R-S MANUFACTURING COMPANY

By: Charles H. White
President

LEGAL DESCRIPTION
PARCEL 10

BOOK 230 PAGE 611

Being situated in the Southeast 1/4 of Section 29, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi and run thence North 89° 59' 14" West for a distance of 2650.24 feet along the said South line of the said Section 32 to the Easterly right of way line of the Illinois Central Gulf Railroad; thence North 22° 46' 28" West for a distance of 2103.20 feet along the Easterly right of way line of the Illinois Central Gulf Railroad; thence South 67° 13' 32" West for a distance of 25.0 feet along a right of way offset; thence North 22° 46' 28" West for a distance of 3654.10 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad to the Southerly right of way line of Moore Avenue, said Southerly right of way line being 30 feet from the center line of the said Moore Avenue; thence South 22° 46' 28" East for a distance of 766.56 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad; thence South 89° 42' 26" East for a distance of 1652.78 feet; thence due North for a distance of 705.0 feet to the said Southerly right of way line of Moore Avenue; thence North 89° 54' 18" East for a distance of 491.99 feet along the said Southerly right of way line of Moore Avenue; thence North 89° 56' 01" East for a distance of 571.17 feet along the said Southerly right of way line of Moore Avenue; thence leave said Southerly right of way line and run North 00° 30' 00" West for a distance of 60.0 feet to the Northerly right of way line of the said Moore Avenue and the POINT OF BEGINNING for the parcel herein described; thence continue North 00° 30' 00" West for a distance of 391.63 feet; thence South 89° 50' 00" East for a distance of 519.44 feet to the Westerly right of way line of Kearney Park Road, said Westerly right of way line being 30 feet from the center line of the said Kearney Park Road; thence South 00° 44' 14" East for a distance of 389.53 feet along the said Westerly right of way line of Kearney Park Road to the intersection of the said Westerly right of way line with the said Northerly right of way line of Moore Avenue; thence South 89° 56' 01" West for a distance of 521.03 feet along the said Northerly right of way line to the POINT OF BEGINNING, containing 4.664 acres more or less.

SIGNED FOR IDENTIFICATION:

M-R-S MANUFACTURING COMPANY

By: Paul M. Wile
President

LEGAL DESCRIPTION
PARCEL 11

BOOK 230 PAGE 612

Being situated in the Northeast 1/4 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

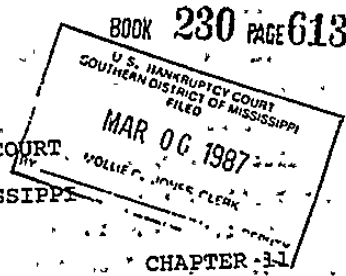
Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 2650.24 feet along the South line of the said Section 32 to the Easterly right of way line of the Illinois Central Gulf Railroad; thence North 22° 46' 28" West for a distance of 2103.20 feet along the Easterly right of way line of the Illinois Central Gulf Railroad; thence South 67° 13' 32" West for a distance of 25.0 feet along a right of way offset; thence North 22° 46' 28" West for a distance of 3654.10 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad to the Southerly right of way line of Moore Avenue, said Southerly right of way line being 30 feet from the center line of the said Moore Avenue; thence South 22° 46' 28" East for a distance of 766.56 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad; thence South 89° 42' 26" East for a distance of 1652.78 feet; thence due North for a distance of 705.0 feet to the said Southerly right of way line of Moore Avenue; thence North 89° 54' 18" East for a distance of 491.99 feet along the said Southerly right of way line of Moore Avenue; thence North 89° 56' 01" East for a distance of 300.0 feet along the said Southerly right of way line of Moore Avenue to the POINT OF BEGINNING for the parcel herein described; thence North 89° 56' 01" East for a distance of 160.39 feet along the said Southerly right of way line of Moore Avenue to the Westerly right of way line of a paved road, said Westerly right of way line being 25 feet from the center line of the said paved road; thence run 166.923 feet along the arc of a 467.0 foot radius curve to the left in the said Westerly right of way line of a paved street, said arc having a 166.036 foot chord which bears South 13° 11' 42" East; thence South 07° 43' 00" East for a distance of 220.85 feet; thence South 85° 04' 17" West for a distance of 159.77 feet; thence North 9° 54' 00" West for a distance of 400.0 feet to the POINT OF BEGINNING, containing 1.453 acres more or less.

SIGNED FOR IDENTIFICATION:

M-R-S MANUFACTURING COMPANY

By: *Daniel White*
President

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI



IN THE MATTER OF:

M-R-S MANUFACTURING COMPANY, Debtor
E.I.N. 64-0283798

NO. 86-00420-JC

ORDER APPROVING EMPLOYMENT OF AUCTIONEER,
APPROVING AUCTION AGREEMENT AND EXTENDING
TIME TO HOLD AUCTION SALE UNDER AMENDED PLAN

Came on for hearing this day the application of the debtor-in-possession, M-R-S Manufacturing Company ("M-R-S"), for approval of employment of First Team Auction, Inc. ("FTA"), for approval of the Auction Agreement (a copy of which is attached as Exhibit A to this order) and for the extension of time within which to hold the auction sale under the amended plan. The only property of M-R-S to be auctioned is the property that is collateral for the indebtedness of Deposit Guaranty National Bank ("DGNB"). DGNB has joined in the application to approve the Auction Agreement and to extend the time to hold the auction sale. The Court finds that the terms of the Auction Agreement with FTA are reasonable and that the Agreement should be approved and the employment of FTA should be approved. The Court also finds that DGNB is substantially the only creditor affected by the date of the auction sale, that changing the date would not adversely change the treatment of the claim of any creditor

EXHIBIT "B"

under the Amended Plan, and it is in the best interest of all creditors to extend the time for holding the auction sale under the Amended Plan to and including April 30, 1987. It is, therefore,

ORDERED that the employment of First Team Auction, Inc., as auctioneer and the Auction Agreement in substantially the form attached hereto as Exhibit A are approved; it is further ordered that the time for holding the auction sale under the Amended Plan of Reorganization is extended to and including April 30, 1987.

ORDERED this 5th day of ~~February~~ ^{March}, 1987.

Edward R. Linder
UNITED STATES BANKRUPTCY JUDGE

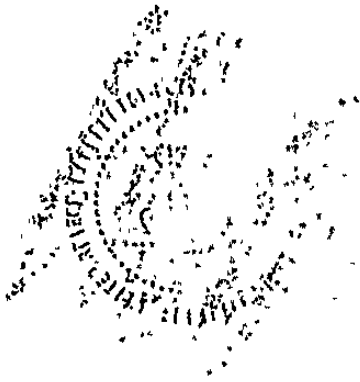
Agreed and Approved:

A. Spencer Gilbert III
A. Spencer Gilbert III
Attorney for M-R-S

A True Copy I Hereby Certify
this 29 day of July, 1987.
Pauli K. Adams D.S.

Edward A. Wilmesherr
Edward A. Wilmesherr
Attorney for DGNB

Ben Easterlin by ASG
Ben Easterlin
Attorney for FTA



AUCTION AGREEMENT

THIS AGREEMENT entered into on the _____ day of March 1987 between M-R-S Manufacturing Company ("M-R-S"), First Team Auction, Inc. ("FTA"), and Deposit Guaranty National Bank ("DGNB").

WHEREAS, M-R-S is the debtor-in-possession in a Chapter 11 reorganization proceeding pending in the United States Bankruptcy Court for the Southern District of Mississippi, No. 86-00420-JC; and

WHEREAS, under the Amended Plan of Reorganization confirmed by order of the Bankruptcy Court entered December 18, 1986, M-R-S and DGNB have agreed to the hiring of FTA as the auction firm to conduct a public auction of the real property and tangible personal property of M-R-S which is security for the debt of M-R-S to DGNB; and

WHEREAS, FTA, M-R-S and DGNB have agreed and desire to enter into this auction agreement subject to approval by order of the Bankruptcy Court;

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. M-R-S hereby grants to FTA the exclusive right to sell the Property (as hereinafter defined) at an absolute unreserved public auction to be held by FTA at the Property location in Kearney Park, Flora, Mississippi, on or about the 23rd and 24th days of April 1987. M-R-S hereby nominates, constitutes and appoints FTA as its agent to act for and on

EXHIBIT A

behalf of it for the purpose of effecting a sale of the Property by auction. With regard to the equipment and other personal property that is part of the Property (as hereinafter defined) M-R-S authorizes FTA to sign, execute and deliver on behalf of M-R-S all documents required to transfer title to and/or permit registration of ownership of the equipment and other personal property.

2. The "Property" as referred to in this agreement and to be auctioned by FTA is all tangible property of M-R-S that is collateral securing the indebtedness of M-R-S to DGNB, consisting of (a) real estate of approximately 390 acres, a description of which is attached as Exhibit A; and (b) equipment and inventory, a description and list of which shall be promptly compiled and agreed upon by M-R-S and FTA. Provided, however, that there shall be excluded from the Property to be auctioned or covered by this agreement the following: obsolete parts (located in the separate wood frame warehouse on the west side of the road); welding and machinery jigs and fixtures; and three sets of office furniture, two parts bins, and office supplies (to be designated by M-R-S with the consent of DGNB).

3. All equipment and inventory to be auctioned is located at the M-R-S plant and it is tendered to FTA and is to be sold in its present condition, as is and where is, without any obligation on the part of M-R-S to repair or

refurbish it except as specifically provided in this agreement.

4. The Property shall be auctioned for sale by FTA. The auction shall be completely without any reserve price whatsoever and the Property will be sold to the highest bidder as determined by FTA. M-R-S and DGNB specifically acknowledge that FTA makes no guaranty whatsoever as to what the gross or net proceeds realized from the sale of the Property will be.

5. M-R-S authorizes FTA to group portions or parcels of the Property into such lots and to sell such lots in such order as FTA, after consultation with M-R-S, shall deem appropriate...

6. FTA shall receive as remuneration for the sale of the Property a commission in the amount of eight percent (8%) of the gross sales price of all property sold at the auction. The amount of the "gross sales price" as used herein shall not include any sales or other tax collected from the purchaser. Provided, however, that to and including April 3, 1987, M-R-S shall have the right to sell any or all of the property, in which event FTA shall be entitled to a commission of five percent (5%) of the gross sales price of any property so sold except for the routine sales of parts from its parts inventory. After April 3, 1987, however,

M-R-S agrees that except for the routine sale of parts from its parts inventory, that it will not sell any part of the Property unless, for whatever reason, any part of the Property is not sold at the auction sale.

7. In the event that all or substantially all of the Property or business of M-R-S is sold (including the execution of an unconditional contract for the sale thereof) on or before April 3, 1987, then M-R-S shall have the right to cancel this auction agreement by giving immediate notice to FTA. In which event, in addition to the commission as set forth above, FTA shall be entitled to reimbursement of all of its expenses reasonably incurred through the time notice of cancellation is received relating to the auction, including advertising, travel, labor and the cost of notifying the public of the cancellation of the auction.

8. FTA has established an advertising budget for the auction of Twenty Thousand Dollars (\$20,000) (an itemization of this budget is attached) and it agrees to advance Twenty Thousand Dollars (\$20,000) for the purpose of advertising the auction sale. The actual amount of advertising expenses advanced by FTA up to Twenty Thousand Dollars (\$20,000) shall be reimbursed to FTA, without interest, out of the proceeds of the auction sale, as hereinafter set out.

9. FTA also agrees to advance reasonable sums for

necessary expenses in preparation for the auction sale, including but not limited to the services of three to five M-R-S employees for a period of up to three weeks prior to the auction sale, and reasonable and necessary expenses in connection with cleaning up the equipment inventory and the premises and the lining up of the equipment for the sale. M-R-S agrees that the foregoing necessary and reasonable expenses shall be reimbursed to FTA out of the gross proceeds of the sale as hereinafter set out. Provided, however, the amount that FTA may be reimbursed out of the gross sales proceeds for these purposes shall in no event exceed its actual out-of-pocket expenses for these purposes or Ten Thousand Dollars (\$10,000), whichever is less. M-R-S represents to FTA that M-R-S is the owner of the Property and that the property is free and clear of any mortgages, liens or other encumbrances except that DGNB has a lien or security interest in all of the Property; that certain other secured creditors have a security interest in certain specific items of equipment and inventory as set forth in the Amended Plan of Reorganization as confirmed; and that there are certain liens for ad valorem taxes on certain items of Property.

10. As specifically agreed elsewhere in this agreement, the auction sale shall be absolute and without reserve. However, it is expressly agreed and acknowledged by FTA that DGNB, any other secured or unsecured creditor of

M-R-S, and any individual officer, director, shareholder or employee of M-R-S shall have the right to bid and to purchase any or all of the Property offered for sale at the auction sale.

11. M-R-S specifically authorizes FTA and its agents, servants and employees to operate the equipment for purposes of repairing, displaying or demonstrating the equipment and to use the equipment for the purpose of setting up and preparing for the auction.

12. M-R-S authorizes FTA to utilize M-R-S's corporate or trade name and any trademarks or logos of M-R-S in connection with the promotion of the auction; however, this agreement does not constitute FTA as an agent of M-R-S except for the purposes described in this agreement.

13. FTA acknowledges and understands that the insurance coverage of M-R-S on the Property expired on February 10, 1987. Although M-R-S is attempting to obtain casualty insurance on the property for a ninety-day period beginning February 11, 1987, there is no assurance as of the date of this agreement that such insurance will be obtained.

14. Except for the negligence of FTA or its servants, agents or employees, FTA shall not be responsible for any damage to or loss of the Property howsoever caused and the Property shall remain at the risk of the owner so long as the Property is located on the premises of M-R-S,

including any period of time subsequent to the sale by auction and prior to payment in full of all sales proceeds. This agreement shall take effect on the earlier of the date hereof or the date of the entry of an order by the Bankruptcy Court approving this agreement and unless this agreement is terminated as provided herein or as provided or approved by order of the Bankruptcy Court, FTA shall hold the property for sale under the provisions of this agreement. With regard to items of property requiring certificates of title or other documents of title, M-R-S agrees to provide the title documents for each such item of property properly endorsed in connection with the sale of these items at the auction sale.

15. Beginning immediately after the auction sale, FTA agrees to give M-R-S a prompt and complete accounting of each item of Property sold, the gross sales price, the sales tax (if any), the name, address and telephone number of the buyer, and the method of payment. FTA also agrees to collect all monies received from the sale of the Property and to give M-R-S a prompt and regular accounting of all monies collected. Immediately upon receipt of monies received from the sale, FTA shall deposit them to the account of M-R-S Manufacturing Company, Debtor-in-Possession, Auction Account ("the Auction Account"), at DGNB. FTA agrees that it will use its best efforts to collect all amounts that are due from the purchasers at the sale.

16. M-R-S agrees to deposit the amount of the gross sales price of all Property sold prior to April 3, 1987, to the Auction Account. M-R-S agrees to furnish to FTA and DGNB a weekly accounting of all Property sold prior to April 3, 1987. M-R-S further agrees to furnish to FTA and DGNB a weekly accounting of routine sales of parts inventory after April 3, 1987, and up until the date of the auction sale. Provided, however, that M-R-S shall be allowed up to April 23, 1987, to deposit to its operating account and not to the Auction Account the gross proceeds from the sales of its parts inventory for use by M-R-S to pay its reasonable overhead expenses; provided, further, that such amount shall not exceed the proceeds of the sale of inventory with the aggregate value, based on invoice cost, of \$10,000.

17. The proceeds of the auction sale and the proceeds of the sale of Property prior to the auction sale shall be held in the Auction Account and no disbursement shall be made from the Auction Account except as specifically authorized by this Agreement or by order of the Bankruptcy Court. As soon as certified or collected funds from the auction sufficient to pay FTA's commission hereunder have been deposited in the Auction Account, whether that occurs on the auction date or thereafter, M-R-S shall immediately pay FTA from such funds the amount due as commission. As soon as

practicable after the auction sale, and in any event no later than five business days thereafter, FTA shall deliver to M-R-S for filing with the Bankruptcy Court on behalf of FTA a verified itemized accounting of all amounts paid by it for advertising expenses, labor and other expenses. Immediately upon receipt of the verified itemized accounting, M-R-S shall promptly pay to FTA out of certified or collected funds in the Auction Account the amount shown to be due to FTA by the verified itemized accounting. Provided, however, that the FTA commission for sale of real estate shall not be due and payable until the closing of the respective real estate sale. In addition to the amount due to FTA under this agreement as commission and as expense reimbursement, there shall also be allowed and paid out of the Auction Account as expenses of administration of the auction sale, the reasonable expenses of surveying and obtaining adequate legal descriptions of any parcels or tracts of real property sold at or prior to the auction sale, all taxes, sales, ad valorem or otherwise, required to be paid, and any other proper expenses of administration including attorneys' fees.

18. It is a condition to the effectiveness and enforceability of this agreement that an order be entered by the Bankruptcy Court approving this agreement. M-R-S agrees that it will promptly present to the Bankruptcy Court an

appropriate application and proposed order requesting the approval of this agreement as executed by all parties.

19. This agreement is the entire agreement among the parties related to the auction sale. This agreement may be amended or modified only by a writing signed by M-R-S, FTA and DGNB and approved by order of the Bankruptcy Court, or by order of the Bankruptcy Court alone.

20. This agreement and rights and duties of all parties hereto shall be governed by the laws of the State of Mississippi.

EXECUTED on the date first above mentioned.

M-R-S MANUFACTURING COMPANY

BY: _____
David R. White,
President

FIRST TEAM AUCTION, INC.

BY: _____
Carlus D. Gay, Jr.,
President

DEPOSIT GUARANTY NATIONAL BANK

BY: _____
David B. Jordan,
Sr. Vice President

LEGAL DESCRIPTION:

A certain lot or parcel of land lying in the southwest corner of what was formerly the Mississippi Ordinance Plant Property and being situated in Sections 29 and 32, Township 9 North, Range 1 West, Madison County, Mississippi, and more particularly described by metes and bounds as follows, to-wit:

"Beginning at a point on the south line of the Mississippi Ordinance Plant Property, said point being the southeast corner of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, run thence west along the south line of said Section 32 for a distance of 2651.2 feet to the eastern right-of-way line of the Y&MV Railroad, said right-of-way line being parallel with and 75 feet measured easterly at right angle to the center line of the tracks of said Y&MV Railroad; run thence north 22 degrees 46 minutes west along the eastern right-of-way line of said Y&MV Railroad for a distance of 2103.2 feet to a point where the Railroad right-of-way changes from a width of 75 feet east of the center line of the tracks to a width of 50 feet; run thence south 67 degrees 14 minutes west for a distance of 25 feet; thence north 22 degrees 46 minutes west along the eastern right-of-way line of said Y&MV Railroad, which right-of-way line is parallel with and 50 feet measured easterly at right angles to the center line of said railroad tracks, for a distance of 3654.1 feet to a point on the south side of West Headquarters Avenue; run thence south 89 degrees 54 minutes east along a line parallel with and 30 feet southerly from the center line of said West Headquarters Avenue for a distance of 2441.5 feet; thence south 9 degrees 54 minutes east 400 feet; thence south 89 degrees 54 minutes east 300 feet; thence north 9 degrees 54 minutes west 400 feet to a point on the south side of West Headquarters Avenue which point is 30 feet southerly from the center line of West Headquarters Avenue; thence south 89 degrees 54 minute east along a line parallel with and 30 feet southerly from the center line of West Headquarters Avenue for a distance of 271 feet, thence north 0 degrees 33 minutes west 454.6 feet; thence south 89 degrees 30 minutes east 521.7 feet to a point on the west side of 7th Street, said point being 30 feet west of the center line of said 7th Street; thence south 0 degrees 14 minutes east along a line parallel with and 30 feet westerly from the center line of said 7th Street a distance of 955.4 feet; thence continuing along the west side of 7th Street south 1

degree 11 minutes east 1293.2 feet to a point which is 30 feet west from the center line of said 7th Street; thence east 1340.2 feet to the east line of said Section 32; thence south 3495.6 feet to the POINT OF BEGINNING and containing 406.13 acres, more or less, as shown on plat of survey prepared by W. B. Montgomery, Surveyor of Jackson, Mississippi, on November 4, 1946, entitled "Plat of Portion of Mississippi Ordinance Plant near Flora, Mississippi, purchased by the M.R.S. Manufacturing Company in Section 29 and 32, Township 9 North, Range 1 West, Madison County, Mississippi", which plat was attached to and filed with that certain deed from the United States of American to Reconstruction Finance Corporation dated December 16, 1946, and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book 35 at Page 412, reference to which is hereby specifically made.

LESS AND EXCEPT:

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, T9, 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 1/4 of SE 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 1/4 of SE 1/4, Section 32, T9N, R1W, Madison County, Mississippi".

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 4th day of August, 1987, at 2:20 clock P.M. and was recorded on the 4th day of AUG-04-1987, 19....., Book No. 230 on Page 604 in my office, this the..... of AUG-04-1987, 19.....



BILLY V. COOPER, Clerk
By *B. V. Cooper*....., D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned M-R-S MANUFACTURING COMPANY, a Delaware corporation, Grantor, does hereby sell, convey and warrant unto DEPOSIT GUARANTY NATIONAL BANK, Grantee, the following described property lying and being situated in Madison County, Mississippi, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference for the descriptions of Parcels 12, 17, 21 and 22 conveyed hereunder.

Excepted from the warranties of this conveyance are the following:

1. Any prior reservations, conveyances, or leases of oil, gas or other mineral interests affecting the subject property.
2. Any part of the subject property that lies within the right-of-way of a public road.
3. All property interests conveyed under that certain right-of-way instrument from M-R-S Manufacturing Company to Mississippi Power & Light Company dated February 10, 1948, and recorded in Book 40 at Page 279 in the office of the aforesaid Chancery Clerk.
4. Terms and conditions of that certain Quitclaim Deed from the United States of America to the Reconstruction Finance Corporation dated December 16, 1946, and recorded in Book 35 at Page 412 in the office of the aforesaid Chancery Clerk.
5. All property rights conveyed by M-R-S Manufacturing Company to Kearney Park Utilities Company under that certain instrument dated January 16, 1951, and recorded in Book 49 at Page 336 in the office of the aforesaid Chancery Clerk.

Ad valorem taxes for the year 1987 having been prorated as of the date of this instrument, the Grantee hereby agrees to pay the same when due.

This conveyance is made to the Grantee as the highest and best bidder for cash at an auction sale that was conducted on April 23, 1987, pursuant to an Order of the United States Bankruptcy Court for the Southern District of Mississippi, in Cause No. 86-00420-JC styled "In the Matter

of: M-R-S Manufacturing Company, Debtor", a certified copy of said Order being attached hereto as Exhibit "B" and incorporated herein by reference.

WITNESS THE SIGNATURE of the undersigned on this, the 3rd day of August, 1987.

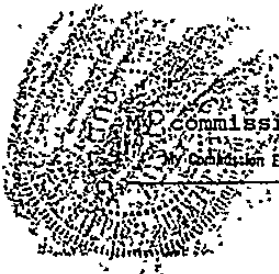
M-R-S MANUFACTURING COMPANY

BY: David R. White
President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DAVID R. WHITE, who acknowledged that he is President of M-R-S MANUFACTURING COMPANY, and that for and on behalf of said corporation, he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as the act and deed of said corporation, he being duly authorized so to do.

Given under my hand and official seal, this the 3rd day of August, 1987.



Annie Lee Walker
Notary Public

Commission expires:
My Commission Expires Aug. 11, 1987

Grantor's Address:
M-R-S Manufacturing Company
P. O. Box 199
Flora, MS 39071
Tel. No. (601) 879-3151

Grantee's Address:
Deposit Guaranty National Bank
P. O. Box 1200
Jackson, MS 39215-1200
Tel. No. (601) 354-8342

LEGAL DESCRIPTION

BOOK 230 PAGE 629

PARCEL 12

Being situated in the North 1/2 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 2650.24 feet along the South line of the said Section 32 to the Easterly right of way line of the Illinois Central Gulf Railroad; thence North 22° 46' 28" West for a distance of 2103.20 feet along the Easterly right of way line of the Illinois Central Gulf Railroad; thence South 67° 13' 32" West for a distance of 25.0 feet along a right of way offset; thence North 22° 46' 28" West for a distance of 3654.10 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad to the Southerly right of way line of Moore Avenue, said Southerly right of way line being 30 feet from the center line of the said Moore Avenue; thence South 22° 46' 28" East for a distance of 766.56 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad; thence South 89° 42' 26" East for a distance of 1652.78 feet to the POINT OF BEGINNING for the parcel herein described; thence due North for a distance of 705.0 feet to the said Southerly right of way line of Moore Avenue; thence North 89° 54' 18" East for a distance of 491.99 feet along the said Southerly right of way line of Moore Avenue; thence South 9° 54' 00" East for a distance of 400.0 feet; thence North 89° 56' 01" East for a distance of 53.27 feet; thence run 372.856 feet along the arc of a 911.11 foot radius curve to the left, said arc having a 370.259 foot chord which bears South 31° 25' 23" East; thence North 89° 42' 26" West for a distance of 807.07 feet to the POINT OF BEGINNING, containing 9.764 acres more or less.

SIGNED FOR IDENTIFICATION:

M-R-S MANUFACTURING COMPANY

By: Donald L. White
President

LEGAL DESCRIPTION
PARCEL 17

BOOK 230 PAGE 630

Being situated in the Northeast 1/4 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 2650.24 feet along the South line of the said Section 32 to the Easterly right of way line of the Illinois Central Gulf Railroad; thence North 22° 46' 28" West for a distance of 2103.20 feet along the Easterly right of way line of the Illinois Central Gulf Railroad; thence South 67° 13' 32" West for a distance of 25.0 feet along a right of way offset; thence North 22° 46' 28" West for a distance of 3654.10 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad to the Southerly right of way line of Moore Avenue, said Southerly right of way line being 30 feet from the center line of the said Moore Avenue; thence South 22° 46' 28" East for a distance of 766.56 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad; thence South 89° 42' 26" East for a distance of 2459.85 feet to the POINT OF BEGINNING for the parcel herein described; thence run 372.856 feet along the arc of a 911.11 foot radius curve to the right, said arc having a 370.259 foot chord which bears North 31° 25' 23" West; thence North 89° 56' 01" East for a distance of 246.73 feet; thence North 85° 04' 17" East for a distance of 159.77 feet; thence South 45° 37' 57" East for a distance of 287.07 feet; thence South 44° 33' 10" West for a distance of 372.70 feet; thence run 208.012 feet along the arc of a 1025.526 foot radius curve to the right, said arc having a 207.655 foot chord which bears North 48° 57' 26" West; to the POINT OF BEGINNING, containing 3.744 acres more or less.

SIGNED FOR IDENTIFICATION

M-R-S MANUFACTURING COMPANY

By: Wendell White
President

LEGAL DESCRIPTION

BOOK 230 PAGE 631

PARCEL 21 and 22

Being situated in the Southeast 1/4 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by mates and bounds as follows:

Commence at the Southeast corner of said Section 32 and run thence North 89° 59' 14" West for a distance of 2650.24 feet along the South line of the said Section 32 to the Easterly right of way line of the Illinois Central Gulf Railroad; thence North 22° 46' 28" West for a distance of 174.65 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad to the Northerly right of way line of Middle Road, said right of way being 30 feet from the center line of the said road; thence continue North 22° 46' 28" West for a distance of 1455.21 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad; thence due East for a distance of 1422.64 feet to the POINT OF BEGINNING for the parcel herein described; thence continue due East for a distance of 544.50 feet to the Westerly right of way line of Kearney Park Road, said Westerly right of way line being 30 feet from the center line of the said Kearney Park Road; thence South 0° 49' 57" East for a distance of 800.0 feet along the said Easterly right of way line of Kearney Park Road; thence leave said Westerly right of way line and run due West for a distance of 544.50 feet; thence North 0° 49' 57" West for a distance of 800.0 feet to the POINT OF BEGINNING, containing 10.0 acres.

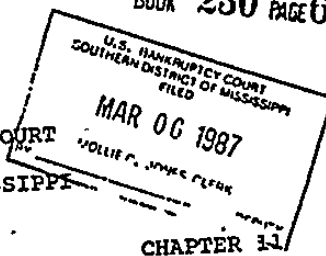
SIGNED FOR IDENTIFICATION:

M-R-S MANUFACTURING COMPANY

By: *Donald W. White*
President

BOOK 230 PAGE 632

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI



IN THE MATTER OF:

M-R-S MANUFACTURING COMPANY, Debtor
E.I.N. 64-0283798

NO. 86-00420-JC

ORDER APPROVING EMPLOYMENT OF AUCTIONEER,
APPROVING AUCTION AGREEMENT AND EXTENDING
TIME TO HOLD AUCTION SALE UNDER AMENDED PLAN

Came on for hearing this day the application of the debtor-in-possession, M-R-S Manufacturing Company ("M-R-S"), for approval of employment of First Team Auction, Inc. ("FTA"), for approval of the Auction Agreement (a copy of which is attached as Exhibit A to this order) and for the extension of time within which to hold the auction sale under the amended plan. The only property of M-R-S to be auctioned is the property that is collateral for the indebtedness of Deposit Guaranty National Bank ("DGNB"). DGNB has joined in the application to approve the Auction Agreement and to extend the time to hold the auction sale. The Court finds that the terms of the Auction Agreement with FTA are reasonable and that the Agreement should be approved and the employment of FTA should be approved. The Court also finds that DGNB is substantially the only creditor affected by the date of the auction sale, that changing the date would not adversely change the treatment of the claim of any creditor

EXHIBIT "B"

under the Amended Plan, and it is in the best interest of all creditors to extend the time for holding the auction sale under the Amended Plan to and including April 30, 1987. It is, therefore,

ORDERED that the employment of First Team Auction, Inc., as auctioneer and the Auction Agreement in substantially the form attached hereto as Exhibit A are approved; it is further ordered that the time for holding the auction sale under the Amended Plan of Reorganization is extended to and including April 30, 1987.

ORDERED this 5th day of ^{March} ~~February~~, 1987.

Edward R. James
UNITED STATES BANKRUPTCY JUDGE

Agreed and Approved:

A True Copy I Hereby Certify

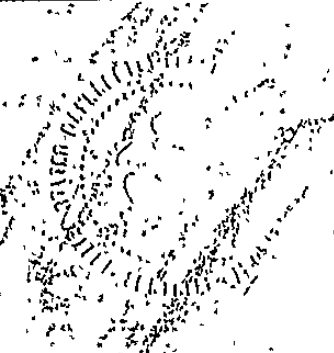
this 29 day of July, 1987

A. Spencer Gilbert III
A. Spencer Gilbert III
Attorney for M-R-S

P. H. Adams
D.C.

Edward A. Wilmesher
Edward A. Wilmesher
Attorney for DGNB

Ben Easterlin by ASG
Ben Easterlin
Attorney for FTA



AUCTION AGREEMENT

THIS AGREEMENT entered into on the ____ day of March 1987 between M-R-S Manufacturing Company ("M-R-S"), First Team Auction, Inc.. ("FTA"), and Deposit Guaranty National Bank ("DGNB").

WHEREAS, M-R-S is the debtor-in-possession in a Chapter 11 reorganization proceeding pending in the United States Bankruptcy Court for the Southern District of Mississippi, No. 86-00420-JC; and

WHEREAS, under the Amended Plan of Reorganization confirmed by order of the Bankruptcy Court entered December 18, 1986, M-R-S and DGNB have agreed to the hiring of FTA as the auction firm to conduct a public auction of the real property and tangible personal property of M-R-S which is security for the debt of M-R-S to DGNB; and

WHEREAS, FTA, M-R-S and DGNB have agreed and desire to enter into this auction agreement subject to approval by order of the Bankruptcy Court;

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. M-R-S hereby grants to FTA the exclusive right to sell the Property (as hereinafter defined) at an absolute unreserved public auction to be held by FTA at the Property location in Kearney Park, Flora, Mississippi, on or about the 23rd and 24th days of April 1987. M-R-S hereby nominates, constitutes and appoints FTA as its agent to act for and on

EXHIBIT A

behalf of it for the purpose of effecting a sale of the Property by auction. With regard to the equipment and other personal property that is part of the Property (as hereinafter defined) M-R-S authorizes FTA to sign, execute and deliver on behalf of M-R-S all documents required to transfer title to and/or permit registration of ownership of the equipment and other personal property.

2. The "Property" as referred to in this agreement and to be auctioned by FTA is all tangible property of M-R-S that is collateral securing the indebtedness of M-R-S to DGNB, consisting of (a) real estate of approximately 390 acres, a description of which is attached as Exhibit A; and (b) equipment and inventory, a description and list of which shall be promptly compiled and agreed upon by M-R-S and FTA. Provided, however, that there shall be excluded from the Property to be auctioned or covered by this agreement the following: obsolete parts (located in the separate wood frame warehouse on the west side of the road); welding and machinery jigs and fixtures; and three sets of office furniture, two parts bins, and office supplies (to be designated by M-R-S with the consent of DGNB).

3. All equipment and inventory to be auctioned is located at the M-R-S plant and it is tendered to FTA and is to be sold in its present condition, as is and where is, without any obligation on the part of M-R-S to repair or

refurbish it except as specifically provided in this agreement.

4. The Property shall be auctioned for sale by FTA. The auction shall be completely without any reserve price whatsoever and the Property will be sold to the highest bidder as determined by FTA. M-R-S and DGNE specifically acknowledge that FTA makes no guaranty whatsoever as to what the gross or net proceeds realized from the sale of the Property will be.

5. M-R-S authorizes FTA to group portions or parcels of the Property into such lots and to sell such lots in such order as FTA, after consultation with M-R-S, shall deem appropriate.

6. FTA shall receive as remuneration for the sale of the Property a commission in the amount of eight percent (8%) of the gross sales price of all property sold at the auction. The amount of the "gross sales price" as used herein shall not include any sales or other tax collected from the purchaser. Provided, however, that to and including April 3, 1987, M-R-S shall have the right to sell any or all of the property, in which event FTA shall be entitled to a commission of five percent (5%) of the gross sales price of any property so sold except for the routine sales of parts from its parts inventory. After April 3, 1987, however,

M-R-S agrees that except for the routine sale of parts from its parts inventory, that it will not sell any part of the Property unless, for whatever reason, any part of the Property is not sold at the auction sale.

7. In the event that all or substantially all of the Property or business of M-R-S is sold (including the execution of an unconditional contract for the sale thereof) on or before April 3, 1987, then M-R-S shall have the right to cancel this auction agreement by giving immediate notice to FTA. In which event, in addition to the commission as set forth above, FTA shall be entitled to reimbursement of all of its expenses reasonably incurred through the time notice of cancellation is received relating to the auction, including advertising, travel, labor and the cost of notifying the public of the cancellation of the auction.

8. FTA has established an advertising budget for the auction of Twenty Thousand Dollars (\$20,000) (an itemization of this budget is attached) and it agrees to advance Twenty Thousand Dollars (\$20,000) for the purpose of advertising the auction sale. The actual amount of advertising expenses advanced by FTA up to Twenty Thousand Dollars (\$20,000) shall be reimbursed to FTA, without interest, out of the proceeds of the auction sale, as hereinafter set out.

9. FTA also agrees to advance reasonable sums for

necessary expenses in preparation for the auction sale, including but not limited to the services of three to five M-R-S employees for a period of up to three weeks prior to the auction sale, and reasonable and necessary expenses in connection with cleaning up the equipment inventory and the premises and the lining up of the equipment for the sale. M-R-S agrees that the foregoing necessary and reasonable expenses shall be reimbursed to FTA out of the gross proceeds of the sale as hereinafter set out. Provided, however, the amount that FTA may be reimbursed out of the gross sales proceeds for these purposes shall in no event exceed its actual out-of-pocket expenses for these purposes or Ten Thousand Dollars (\$10,000), whichever is less. M-R-S represents to FTA that M-R-S is the owner of the Property and that the property is free and clear of any mortgages, liens or other encumbrances except that DGNB has a lien or security interest in all of the Property; that certain other secured creditors have a security interest in certain specific items of equipment and inventory as set forth in the Amended Plan of Reorganization as confirmed; and that there are certain liens for ad valorem taxes on certain items of Property.

10. As specifically agreed elsewhere in this agreement, the auction sale shall be absolute and without reserve. However, it is expressly agreed and acknowledged by FTA that DGNB, any other secured or unsecured creditor of

M-R-S, and any individual officer, director, shareholder or employee of M-R-S, shall have the right to bid and to purchase any or all of the Property offered for sale at the auction sale.

11. M-R-S specifically authorizes FTA and its agents, servants and employees to operate the equipment for purposes of repairing, displaying or demonstrating the equipment and to use the equipment for the purpose of setting up and preparing for the auction.

12. M-R-S authorizes FTA to utilize M-R-S's corporate or trade name and any trademarks or logos of M-R-S in connection with the promotion of the auction; however, this agreement does not constitute FTA as an agent of M-R-S except for the purposes described in this agreement.

13. FTA acknowledges and understands that the insurance coverage of M-R-S on the Property expired on February 10, 1987. Although M-R-S is attempting to obtain casualty insurance on the property for a ninety-day period beginning February 11, 1987, there is no assurance as of the date of this agreement that such insurance will be obtained.

14. Except for the negligence of FTA or its servants, agents or employees, FTA shall not be responsible for any damage to or loss of the Property howsoever caused and the Property shall remain at the risk of the owner so long as the Property is located on the premises of M-R-S;

including any period of time subsequent to the sale by auction and prior to payment in full of all sales proceeds. This agreement shall take effect on the earlier of the date hereof or the date of the entry of an order by the Bankruptcy Court approving this agreement and unless this agreement is terminated as provided herein or as provided or approved by order of the Bankruptcy Court, FTA shall hold the property for sale under the provisions of this agreement. With regard to items of property requiring certificates of title or other documents of title, M-R-S agrees to provide the title documents for each such item of property properly endorsed in connection with the sale of these items at the auction sale.

15. Beginning immediately after the auction sale, FTA agrees to give M-R-S a prompt and complete accounting of each item of Property sold, the gross sales price, the sales tax (if any), the name, address and telephone number of the buyer, and the method of payment. FTA also agrees to collect all monies received from the sale of the Property and to give M-R-S a prompt and regular accounting of all monies collected. Immediately upon receipt of monies received from the sale, FTA shall deposit them to the account of M-R-S Manufacturing Company, Debtor-in-Possession, Auction Account ("the Auction Account"), at DGNE. FTA agrees that it will use its best efforts to collect all amounts that are due from the purchasers at the sale.

16. M-R-S agrees to deposit the amount of the gross sales price of all Property sold prior to April 3, 1987, to the Auction Account. M-R-S agrees to furnish to FTA and DGNB a weekly accounting of all Property sold prior to April 3, 1987. M-R-S further agrees to furnish to FTA and DGNB a weekly accounting of routine sales of parts inventory after April 3, 1987, and up until the date of the auction sale. Provided, however, that M-R-S shall be allowed up to April 23, 1987, to deposit to its operating account and not to the Auction Account the gross proceeds from the sales of its parts inventory for use by M-R-S to pay its reasonable overhead expenses; provided, further, that such amount shall not exceed the proceeds of the sale of inventory with the aggregate value, based on invoice cost, of \$10,000.

17. The proceeds of the auction sale and the proceeds of the sale of Property prior to the auction sale shall be held in the Auction Account and no disbursement shall be made from the Auction Account except as specifically authorized by this Agreement or by order of the Bankruptcy Court. As soon as certified or collected funds from the auction sufficient to pay FTA's commission hereunder have been deposited in the Auction Account, whether that occurs on the auction date or thereafter, M-R-S shall immediately pay FTA from such funds the amount due as commission. As soon as

practicable after the auction sale, and in any event no later than five business days thereafter, FTA shall deliver to M-R-S for filing with the Bankruptcy Court on behalf of FTA a verified itemized accounting of all amounts paid by it for advertising expenses, labor and other expenses. Immediately upon receipt of the verified itemized accounting, M-R-S shall promptly pay to FTA out of certified or collected funds in the Auction Account the amount shown to be due to FTA by the verified itemized accounting. Provided, however, that the FTA commission for sale of real estate shall not be due and payable until the closing of the respective real estate sale. In addition to the amount due to FTA under this agreement as commission and as expense reimbursement, there shall also be allowed and paid out of the Auction Account as expenses of administration of the auction sale, the reasonable expenses of surveying and obtaining adequate legal descriptions of any parcels or tracts of real property sold at or prior to the auction sale, all taxes, sales, ad valorem or otherwise, required to be paid, and any other proper expenses of administration including attorneys' fees.

18. It is a condition to the effectiveness and enforceability of this agreement that an order be entered by the Bankruptcy Court approving this agreement. M-R-S agrees that it will promptly present to the Bankruptcy Court an

appropriate application and proposed order requesting the approval of this agreement as executed by all parties.

19. This agreement is the entire agreement among the parties related to the auction sale. This agreement may be amended or modified only by a writing signed by M-R-S, FTA and DGNB and approved by order of the Bankruptcy Court, or by order of the Bankruptcy Court alone.

20. This agreement and rights and duties of all parties hereto shall be governed by the laws of the State of Mississippi.

EXECUTED on the date first above mentioned.

M-R-S MANUFACTURING COMPANY

BY:

David R. White,
President

FIRST TEAM AUCTION, INC.

BY:

Carlus D. Gay, Jr.,
President

DEPOSIT GUARANTY NATIONAL BANK

BY:

David B. Jordan,
Sr. Vice President

EXHIBIT A

BOOK 230 PAGE 644

LEGAL DESCRIPTION:

A certain lot or parcel of land lying in the southwest corner of what was formerly the Mississippi Ordinance Plant Property and being situated in Sections 29 and 32, Township 9 North; Range 1 West; Madison County, Mississippi, and more particularly described by metes and bounds as follows, to-wit:

"Beginning at a point on the south line of the Mississippi Ordinance Plant Property, said point being the southeast corner of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, run thence west along the south line of said Section 32 for a distance of 2651.2 feet to the eastern right-of-way line of the Y&MV Railroad, said right-of-way line being parallel with and 75 feet measured easterly at right angle to the center line of the tracks of said Y&MV Railroad; run thence north 22 degrees 46 minutes west along the eastern right-of-way line of said Y&MV Railroad for a distance of 2103.2 feet to a point where the Railroad right-of-way changes from a width of 75 feet east of the center line of the tracks to a width of 50 feet; run thence south 67 degrees 14 minutes west for a distance of 25 feet; thence north 22 degrees 46 minutes west along the eastern right-of-way line of said Y&MV Railroad, which right-of-way line is parallel with and 50 feet measured easterly at right angles to the center line of said railroad tracks, for a distance of 3654.1 feet to a point on the south side of West Headquarters Avenue; run thence south 89 degrees 54 minutes east along a line parallel with and 30 feet southerly from the center line of said West Headquarters Avenue for a distance of 2441.5 feet; thence south 9 degrees 54 minutes east 400 feet; thence south 89 degrees 54 minutes east 300 feet; thence north 9 degrees 54 minutes west 400 feet to a point on the south side of West Headquarters Avenue which point is 30 feet southerly from the center line of West Headquarters Avenue; thence south 89 degrees 54 minute east along a line parallel with and 30 feet southerly from the center line of West Headquarters Avenue for a distance of 271 feet, thence north 0 degrees 33 minutes west 454.6 feet; thence south 89 degrees 30 minutes east 521.7 feet to a point on the west side of 7th Street, said point being 30 feet west of the center line of said 7th Street; thence south 0 degrees 14 minutes east along a line parallel with and 30 feet westerly from the center line of said 7th Street a distance of 955.4 feet; thence continuing along the west side of 7th Street south 1

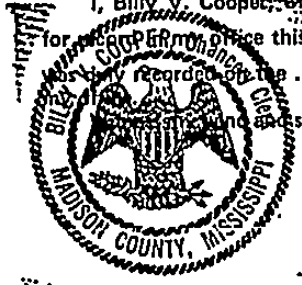
degree 11 minutes east 1293.2 feet to a point which is 30 feet west from the center line of said 7th Street; thence east 1340.2 feet to the east line of said Section 32; thence south 3495.6 feet to the POINT OF BEGINNING and containing 406.13 acres, more or less, as shown on plat of survey prepared by W. B. Montgomery, Surveyor of Jackson, Mississippi, on November 4, 1946, entitled "Plat of Portion of Mississippi Ordinance Plant near Flora, Mississippi, purchased by the M.R.S. Manufacturing Company in Section 29 and 32, Township 9 North, Range 1 West, Madison County, Mississippi", which plat was attached to and filed with that certain deed from the United States of American to Reconstruction Finance Corporation dated December 16, 1946, and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book 35 at Page 412, reference to which is hereby specifically made.

LESS AND EXCEPT:

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, T9, 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 1/4 of SE 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 1/4 of SE 1/4, Section 32, T9N, R1W, Madison County, Mississippi".

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 4 day of August, 1987, at 8:20 o'clock A.M., and was recorded on the 4 day of AUG 04 1987, 1987, Book No. 230 on Page 645 in and at my seal of office, this the AUG 04 1987, 1987.
BILLY V. COOPER, Clerk
By *[Signature]* D.C.



C

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned M-R-S MANUFACTURING COMPANY, a Delaware corporation, Grantor, does hereby convey, quitclaim and release and unto EDDY GAINES, ROBERT GAINES, and JAMES GRIFFITH, as Trustees of the SIMMONS MEMORIAL BAPTIST CHURCH, Flora, Mississippi, GASTON BARRETT, and DEPOSIT GUARANTY NATIONAL BANK, Grantees, the following described property lying and being situated in Madison County, Mississippi, to-wit:

INDEXED

See Exhibit "A" attached hereto and incorporated herein by reference for the description of the property conveyed hereunder.

WITNESS THE SIGNATURE of the undersigned on this, the 3rd day of August, 1987.

M-R-S MANUFACTURING COMPANY

BY: David R. White
President

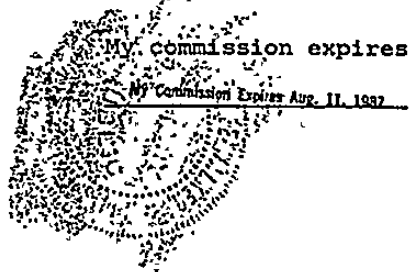
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DAVID R. WHITE, who acknowledged that he is President of M-R-S MANUFACTURING COMPANY, and that for and on behalf of said corporation, he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as the act and deed of said corporation, he being duly authorized so to do.

3rd Given under my hand and official seal, this the day of August, 1987.

Annie Lee Walker
Notary Public

My commission expires:



13208.58.

Grantor's Address:

M-R-S Manufacturing Company
P. O. Box 199
Flora, MS 39071
Tel. No. (601) 879-3151

Grantees' Addresses:

Simmons Memorial Baptist Church
Route 1, Box 62
Flora, MS 39071
Tel. No. (601) 879-8955

Gaston Barrett
P. O. Box 518
Philadelphia, MS 39350
Tel. No. (601) 656-2300

Deposit Guaranty National Bank
P. O. Box 1200
Jackson, MS 39215-1200
Tel. No. (601) 354-8342

BOOK 230 PAGE 647

LEGAL DESCRIPTION
STREET SOUTHWEST OF CHURCH

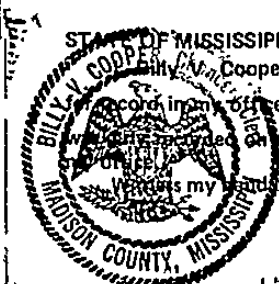
Being situated in the Northeast 1/4 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 32 and run thence North 89° 59' 14" West for a distance of 2650.24 feet along the South line of the said Section 32 to the Easterly right of way line of the Illinois Central Gulf Railroad; thence North 22° 46' 28" West for a distance of 2103.20 feet along the Easterly right of way line of the Illinois Central Gulf Railroad; thence South 67° 13' 32" West for a distance of 25.0 feet along a right of way offset; thence North 22° 46' 28" West for a distance of 3654.10 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad to the Southerly right of way line of Moore Avenue, said Southerly right of way line being 30 feet from the center line of the said Moore Avenue; thence South 22° 46' 28" East for a distance of 766.56 feet along the said Easterly right of way line of the Illinois Central Gulf Railroad; thence South 89° 42' 26" East for a distance of 1652.78 feet; thence due North for a distance of 705.0 feet to the said Southerly right of way line of Moore Avenue; thence North 89° 54' 18" East for a distance of 491.99 feet along the said Southerly right of way line of Moore Avenue; thence North 89° 56' 01" East for a distance of 460.39 feet along the said Southerly right of way line of Moore Avenue to the Westerly right of way line of a paved road and the POINT OF BEGINNING for the parcel herein described, said Westerly right of way line being 25 feet from the center line of the said paved road; thence run 166.923 feet along the arc of a 467.0 foot radius curve to the left in the said Westerly right of way line of a paved road, said arc having a 166.036 foot chord which bears South 13° 11' 42" East; thence South 07° 43' 00" East for a distance of 220.85 feet; thence South 45° 37' 57" East for a distance of 287.07 feet; thence North 89° 10' 27" East for a distance of 175.62 feet to the Southerly right of way line of the said paved road; thence run 194.899 feet along the arc of a 437.222 foot radius curve to the left in the said Southerly right of way line of a paved road, said arc having 193.289 foot chord which bears South 74° 58' 13" East, to the Westerly right of way line of Kearney Park Road, said Westerly right of way line being 30 feet from the center line of the said Kearney Park Road; thence North 01° 02' 33" West for a distance of 50.09 feet along the said Westerly right of way line of Kearney Park Road; thence leave said Westerly right of way line of Kearney Park Road and run 169.725 feet along the arc of a 387.222 foot radius curve to the right in the Northerly right of way line of the said paved road, said arc having 168.370 foot chord which bears North 74° 45' 24" West; thence run 507.698 feet along the arc of a 925.634 foot radius curve to the right in the said Northerly right of way line, said arc having a 501.358 foot chord which bears North 46° 29' 13" West; thence run 199.944 feet along the arc of a 417.0 foot radius curve to the right in the said right of way line, said arc having a 198.034 foot chord which bears North 17° 02' 16" West, to the said Southerly right of way line of Moore Avenue; thence South 89° 56' 01" West for a distance of 50.07 feet along the said Southerly right of way line of Moore Avenue to the POINT OF BEGINNING, containing 1.935 acres more or less.

BOOK 230 PAGE 648

SIGNED FOR IDENTIFICATION
M-R-S MANUFACTURING COMPANY
By: W. W. Wright
President

EXHIBIT "A"



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 ... 4 ... day of ... August ... 1987, at 8:20 o'clock ... M, and recorded on the ... day of ... AUG 04 1987, ... 1987, Book No. 230 on Page 648 in ... AUG 04 1987

BILLY V. COOPER, Clerk

By: W. W. Wright, D.C.

8188

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 which is hereby acknowledged, we, ANDY MAXWELL and JOANNE MAXWELL, husband and wife, do hereby sell, convey and warrant unto GARY TAYLOR the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 132, DEERFIELD, PHASE I, a subdivision in and to the County of Madison, State of Miss. according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Miss. in Plat Cabinet B, Slot 36 thereof, reference to which is hereby made in aid of and as a part of this description; and an easement 5 feet in width evenly off the east side of Lot 131, Deerfield, Phase I, for construction, maintenances and eaves.

This conveyance is subject to a 5 ft easement off east side as reserved on plat of subdivision and as contained in Warranty Deed from J. D. Rankin and June B. Rankin to grantors in Book 209 page 710, records of said county. This conveyance is further subject to protective covenants recorded in book 500 page 443 and book 465 page 159, records of said county.

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

WITNESS OUR SIGNATURES this 31 day of July, 1987

Andy Maxwell
ANDY MAXWELL
Joanne Maxwell
JOANNE MAXWELL

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, Andy Maxwell and Joanne Maxwell, who each acknowledged to me that they signed, executed and delivered the above and foregoing instrument as their act and deed on the day and year therein mentioned.

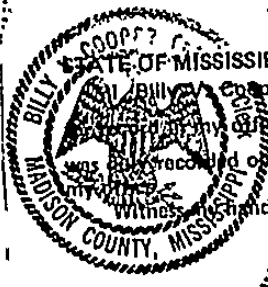
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31 day of July, 1987.

John Maxwell
NOTARY PUBLIC

MY COMM. EX: _____
Address _____

GRANTOR ADDRESS: S 87-44-5643 - 5844 Kings Place Jackson, Ms 39211
TEL: WORK 930-7632 HOME 957-0433

GRANTEE ADDRESS: 15 Brookside Pl - Madison, ms 39110
TEL: WORK 856-4836 HOME 856-1035



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 4 day of August 1987 at 9:00 clock A.M. and recorded on the 4 day of AUG 04 1987, 19....., Book No. 230 on Page 649 in and seal of office, this the of AUG 04 1987, 19.....

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

INDEXED 8189

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 which is hereby acknowledged, I, GARY TAYLOR, do hereby sell, convey and warrant unto ANDY MAXWELL and SARAH EDWARDS, as joint tenants with full rights of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 7, Pecan Creek Subdivision, Part 3, a subdivision in and to the County of Madison, State of Miss. according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Miss. in Plat Cabinet B, Slot 25 thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS MY SIGNATURE this 31 day of July, 1987.

Gary Taylor (signature) GARY TAYLOR

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, Gary Taylor, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument as his act and deed on the day and year therein mentioned.

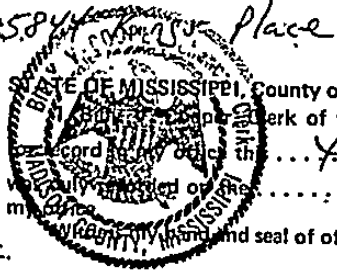
GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 31 day of July, 1987.

Notary Public (signature) NOTARY PUBLIC

MY COMM. EX: 1-15-91

GRANTOR ADDRESS: 15 Brookside Pl., Madison, Ms. Telephone: 856-4836 362-8212

GRANTEE ADDRESS: 5844 Kings Pl., Jackson, Ms. 39211 Telephone: work: 939-7632; home 957-0433



Place Jackson, Ms 39211

Clerk of the Chancery Court of Said County, certify that the within instrument was filed ... day of August, 1987, at 9:05 o'clock ... and ... day of AUG 04, 1987, 19..., Book No. 230 on Page 650 in my ... hand and seal of office, this the ... of AUG 04, 1987, 19...

BILLY V. COOPER, Clerk

By ... (signature) ... D.C.

Grantor: ~~Trace Dev~~

TRACE DEVELOPMENT CO.
One Woodgreen Place, Suite 210
Madison, MS 39110
(601) 856-3173

BOOK 230 PAGE 651

8186 INDEXED

Grantee:

GARY TAYLOR
15 Brookside
Madison, MS 39110
(601) 362-8212 (O)
(601) 856-4836 (H)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand this day paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Trace Development Co., a Mississippi corporation, does hereby sell, convey and warrant unto Gary Taylor, that certain land and property, lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 32, Trace Vineyard Subdivision, Part 4, a subdivision of Madison County, Mississippi according to the map or plat thereof filed of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet C, Slide 9, reference to which is hereby made for incorporation herein.

This conveyance is made subject to and there is excepted from Grantor's warranty the following:

- (1) Zoning and subdivision regulations and ordinances of the City of Madison.
- (2) Ad valorem taxes for 1987 and subsequent years.
- (3) All minerals, including, but not limited to, oil, gas, sand and gravel have been reserved or conveyed by prior owners; and such are not hereby conveyed.
- (4) Any and all easements and/or rights of way and streets shown on said subdivision map or plat filed in said Cabinet C, Slide 9, in said Chancery Clerk's office.
- (5) Those certain Protective Covenants as recorded in Book 626, at Page 86 of the aforesaid records.
- (6) Grantor hereby makes specific reference to the Mississippi Gas and Electric Company easements and rights of way

in that certain instrument recorded in Book 7 at Page 138 in the office of the Chancery Clerk of Madison County, Mississippi.

No warranty or representation is hereby made whether or not the above described property is or is not in any flood prone area, floodway or special flood hazard area as now or may hereafter be determined or designated by any governmental agency or political body.

EXECUTED this, the 31st day of July, 1987.

TRACE DEVELOPMENT CO.

By: W. S. Terney
W. S. Terney, Vice President

BOOK 230 PAGE 652

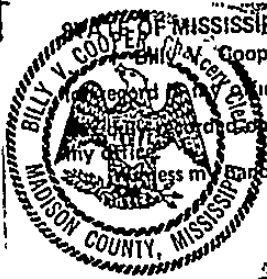
STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named W. S. TERNEY, who acknowledged that he is Vice President of Trace Development Co., a Mississippi corporation, and that for and on behalf of the 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 31st day of July, 1987.

Joni Bennett Alford
NOTARY PUBLIC

My commission expires:
My Commission Expires June 25, 1990



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
this 4 day of August, 1987 at 9:00 o'clock A M. and
dated on the AUG 04 1987 day of 1987, Book No. 230 on Page 661 in
and seal of office, this the AUG 04 1987 of 1987, 19.....
BILLY V. COOPER, Clerk

By N. Wright D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash paid in hand, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing by the Grantor herein unto UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, which indebtedness is secured by a deed of trust dated October 11, 1977, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in deed of trust book 435 at page 272, the current balance of which is \$38,554.54, We, WILLIAM J. BROOKS, JR. and wife, RACHEL G. BROOKS do hereby sell, convey and warrant unto RICHARD M. KALE and wife, RUTH G. KALE, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, to-wit:

Lot 21, PEAR ORCHARD SUBDIVISION, PART III, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet A, Slot 156, reference to which is hereby made in aid of and as a part of this description.

EXCEPTED FROM THE WARRANTY hereof are any restrictive covenants, rights of way, easements, and mineral reservations of record pertaining to said property.

IT IS AGREED and understood that all policies of hazard insurance and all escrows for taxes and hazard insurance will be transferred to the Grantees.

WITNESS OUR SIGNATURES, this the 31st day of July, 1987.

William J. Brooks, Jr.
WILLIAM J. BROOKS, JR.

Rachel G. Brooks
RACHEL G. BROOKS

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, WILLIAM J. BROOKS, JR. and wife, RACHEL G. BROOKS, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 31st day of July, 1987.

B T Heltrich

NOTARY PUBLIC

My Commission Expires: *My Commission Expires April 30, 1989*

Address of Grantors: 118 Carriage Hills Dr., Jackson, MS 39212

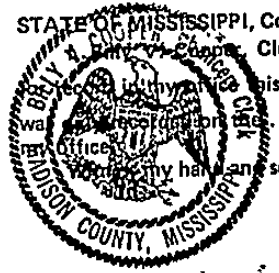
Phone No. of Grantors:
Home No.: 856-6295
Business No.: husband - 355-5496
 wife - 355-5000

Address of Grantees: 127 Stratford Drive, Jackson, MS 39212

Phone No. Grantees:
Home No.: 373-6746
Business No.: husband - 932-5930
 wife - none



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 4 day of August, 1987, at 900 o'clock a M., and
was recorded on the AUG 04 1987 day of AUG 04 1987, 19....., Book No. 230 on Page 653 in
my office at my hand and seal of office, this the of AUG 04 1987, 19.....
BILLY V. COOPER, Clerk
By B. V. Cooper....., D.C.



-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, First Jackson Savings Bank, formerly Homestead Savings and Loan Association of P.O. Box 2276, Jackson, MS 39205 does hereby sell, convey and warrant unto Russell Hunter Prisock, a single person of 567 Dogwood Pointe, Madison, MS 39110 the land and property which is situated in the County of Madison, State of Mississippi, described as follows,

to-wit:

Lot 4, Hunter's Pointe I, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, at Slide 92, 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 30th day of July, 1987.

First Jackson Savings Bank, formerly Homestead Savings and Loan Association

BY: Richard A. [Signature] Vice President

GRANTOR'S PHONE #969-3600
GRANTEE'S PHONE #856-9056

STATE OF MISSISSIPPI

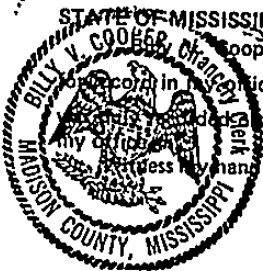
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, Harold A. Ainsworth, personally known to me to be the VICE PRESIDENT of the within named First Jackson Savings Bank, formerly Homestead Savings and Loan Association 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 30th day of July, 1987.

[Handwritten Signature]
Notary Public, John D. Ainsworth

My Commission Expires:
7/19/90



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 4 day of August, 1987, at 900 o'clock a M. and the 4 day of AUG 04, 1987, 19....., Book No. 230 on Page 656 in my office at Madison and seal of office, this the AUG 04 of 1987, 19.....

BILLY V. COOPER, Clerk

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

INDEXED
8305

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 230 PAGE 657

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, KATIE JOE WOOTON, do hereby convey and warrant unto G. H. PICKLE, JR., the following described real property situated in Madison County, Mississippi, to wit:

Lots 8, 9, Block 3 of East End Subdivision according to the map thereof now on file in the office of the Chancery Clerk of Madison County, Mississippi, A-20, reference to which is made in aid of and as a part of this description.

THE WARRANTY OF THIS CONVEYANCE IS SUBJECT ONLY TO THE FOLLOWING:

1. Subject to the payment of ad valorem taxes for the year 1987 to the City of Canton and Madison County, Mississippi, which are neither due nor payable until January, 1988.
2. Subject to all applicable zoning ordinances and subdivision regulations for the City of Canton, Mississippi.
3. Prior reservation or conveyance of oil, gas, or other minerals which may lie in, on, or under the captioned property.
4. Existing easements for light, gas, water, sewage, and ingress and egress.

WITNESS MY SIGNATURE this 10 day of July, 1987.

Katie Joe Wooton
KATIE JOE WOOTON

STATE OF MISSISSIPPI
COUNTY OF *Leflore*

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

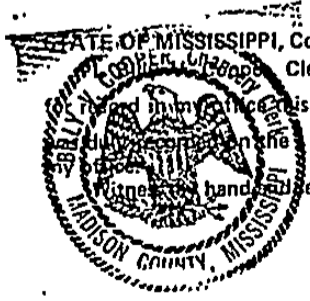
ISSUED UNDER MY HAND AND OFFICIAL SEAL this 10 day of July, 1987.

Sharon Cooper
Notary Public

My Commission Expires: 11/4/88

Grantor: Belzoni, MS
Telephone: NONE

Grantee: Rt. 4, Box 66
Sharon, MS 39163
859-3004



STATE OF MISSISSIPPI, County of Madison:
Clerk of the Chancery Court of Said County, certify that the within instrument was filed as 4 day of August, 1987, at 9:40 o'clock a.m., and on the day of AUG. 04, 1987, 19... Book No. 230 on Page 657 in seal of office, this the AUG. 04, 1987, 19...
BILLY V. COOPER, Clerk
By *B. Wright*, D.C.

8200

WHEREAS, all of the owners of the TUNNEY LINN ESTATE are desirous of partitioning their land into five major parcels with each parcel being located in Section 35, Township 10 North, Range 5 East, Madison County, Mississippi.

INDEXED

FOR A VALUABLE CONSIDERATION not necessary here to mention, cash in hand paid to the grantors by grantee, the receipt and sufficiency of which is hereby acknowledged, we, the following named persons do hereby convey and warrant unto HARDY LYNN, of (telephone: 312-471-0213) 6735 South Marshall Field, Chicago, Illinois 60636, the following described property situated in Madison County, Mississippi, described as Tract #1:

Approximately 3.5 acres of land for Hardy Lynn on north side of that part of said NW 1/4 of NW 1/4 West of said county road described as follows: Begin at Northwest corner of said NW 1/4 of NW 1/4 and run South 200' thence Easterly approximately 1119' to center of said county road, thence N 6°W 100' along center of said county road to Southeast corner of Emma Harris home lot, thence West 544.2' parallel to fence that marks the north boundary of said NW 1/4 of NW 1/4, thence North 100' parallel to said county road to fence line, thence run Westerly 561' along old fence line to Point of Beginning.

AND, FOR A VALUABLE CONSIDERATION not necessary here to mention, cash in hand paid to the grantors by grantee, the receipt and sufficiency of which is hereby acknowledged, we, the following named persons do hereby convey and warrant unto OLLIE MAE LINN, of 6734 South Marshall Field, Chicago, Illinois (telephone: 312-925-5341) 60636, the following described property in Madison County, Mississippi, described as Tract #2:

Begin at Northwest corner of NW 1/4 of NW 1/4 Sec. 35-T10N-R5E and run South 200' to Northwest corner and Point of Beginning of the 3.5 acre tract being described, then continue South 139', thence Easterly approximately 1133' to center of said county road, thence run N 6°W 139' along center of said road, thence Westerly approximately 1119' parallel to old fence line that marks the North boundary of said NW 1/4 of NW 1/4 to Point of Beginning.

AND, FOR A VALUABLE CONSIDERATION not necessary here to

mention, cash in hand paid to the grantors by grantee, the receipt and sufficiency of which is hereby acknowledged, we, the following named persons do hereby convey and warrant unto OLA LYNN, of Route 4, Box 98-B, Canton, Mississippi, (telephone: 601-859-6349) 39046, the following described property in Madison County, Mississippi, described as Tract #3:

Approximately 3.5 acres of land in NW 1/4 of NW 1/4 Section #35-T10N-R5E West of county road described as follows: Begin at Northwest corner of said NW 1/4 of NW 1/4 Sec. 35-T10N-R5E and run South 339' to Northwest corner of Tract #3 being described, then continue South 136', thence run Easterly approximately 1150' parallel to old fence line that marks the North boundary of said NW 1/4 of NW 1/4 to center of said county road, thence N 6°W 136' along center of said county road, thence Westerly approximately 1133' along North boundary of tract #3 being described to Point of Beginning.

BOOK 230 PAGE 659

AND, FOR A VALUABLE CONSIDERATION not necessary here to mention, cash in hand paid to the grantors by grantee, the receipt and sufficiency of which is hereby acknowledged, we, the following named persons do hereby convey and warrant unto LILLIE BELL LINN GRIFFIN, of 6734 Marshall Field, Chicago, Illinois 60636, (telephone: 312-471-0213) the following described property in Madison County, Mississippi, described as Tract #4:

Approximately 3.5 acres of land in NW 1/4 of NW 1/4 West of county road. Described as follows: Begin at Northwest corner of said NW 1/4 of NW 1/4 and run South 473' to Northwest corner and point of beginning of the tract 4 being described then continue South approximately 134' to Northwest corner of Alfred and Juanita Stevens' 7 acre lot, thence East 1173' along North boundary of said Stevens' lot to center of said county road, thence N 6°W 135' along center of said county road to Northeast corner of Tract #4 being described, thence West 1150' along North boundary of tract #4 being described to Point of Beginning.

AND, FOR A VALUABLE CONSIDERATION not necessary here to mention, cash in hand paid to the grantors by grantee, the receipt and sufficiency of which is hereby acknowledged, we, the following named persons do hereby convey and warrant unto JUANITA STEVENS, of 10745 South LaSalle, Chicago, Illinois

(telephone: 312-821-7203)
60628, the following described property in Madison County,
Mississippi, described as Tract #5:

Approximately 7 acres of land in NW 1/4 of NW 1/4
Section 35 T10N-R5E Madison County, Mississippi
West of county road. Begin at point of intersection
of the center of said county road and the South
boundary of N 1/2 of NW 1/4 of NW 1/4 Sec. #35-T10N-
R5E same point marks the Northeast corner of John
Player's property, thence run West 783.5' along
South boundary of said N 1/2 of NW 1/4 of NW 1/4 to
a concrete marker, thence South 512' to North
boundary of Josephine Smith home property, thence
S 78°W approximately 367' along North boundary of
said Smith property to West boundary of said NW 1/4
of NW 1/4 thence North 649' along West boundary
of said NW 1/4 of NW 1/4 to Southwest corner of
Lillie Bell Linn Tract #4, thence Easterly 1173'
along South boundary of said tract #4 to center
of county road, thence run S 6°E 95' along center
of said county road to Point of Beginning.

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WITNESS OUR SIGNATURES, this the 30 day of
June, 1987.

Mary E. Jackson
Mary E. Jackson

Hardy Lynn
HARDY LYNN

Ollie Mae Linn
OLLIE MAE LINN

Ola Lynn
OLA LYNN

Lillie Bell Linn Griffin
LILLIE BELL LINN GRIFFIN

Juanita Stevens
JUANITA STEVENS

STATE OF ILLINOIS
COUNTY OF Cook

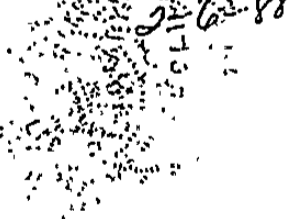
PERSONALLY APPEARED before me, the undersigned authority
in and for the county and state aforesaid, the within named,
HARDY LYNN, who, acknowledged to me that he signed and
delivered the foregoing instrument on the day and year therein
mentioned as his act and deed.

Hardy Lynn
HARDY LYNN

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30
day of June, 1987.

Mary E. Jackson
NOTARY PUBLIC

(SEAL) MY COMMISSION EXPIRES:



* * * * *
STATE OF ILLINOIS
COUNTY OF COOK

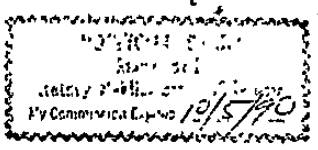
PERSONALLY APPEARED before me, the undersigned authority in and for the county and state aforesaid, the within named OLLIE MAE LINN, who, acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Ollie Mae Linn
OLLIE MAE LINN

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29th day of June, 1987.

G. Marshall
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
10/5/90



* * * * *
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the county and state aforesaid, the within named OLA LYNN, who, acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Ola Lynn
OLA LYNN

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 14 day of July, 1987.

Bessie M. Sanders
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
May, 1991



STATE OF ILLINOIS

BOOK 230 PAGE 661

COUNTY OF COOK

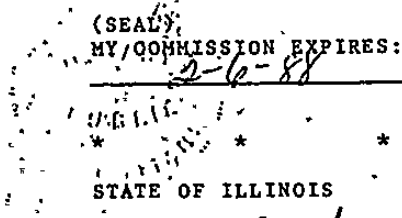
PERSONALLY APPEARED before me, the undersigned authority in and for the county and state aforesaid, the within named LILLIE BELL LINN GRIFFIN, who, acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Lillie Bell Linn Griffin
LILLIE BELL LINN GRIFFIN

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30 day of June, 1987.

Mary E. Jackson
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
2-6-88



STATE OF ILLINOIS
COUNTY OF COOK

BOOK 230 PAGE 662

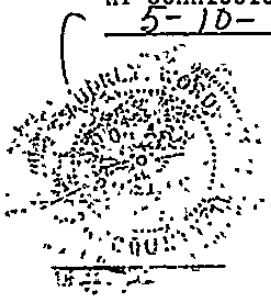
PERSONALLY APPEARED before me, the undersigned authority in and for the county and state aforesaid, the within named, JUANITA STEVENS, who, acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Juanita Stevens
JUANITA STEVENS

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

Audrey Wood
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
5-10-88



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 4 day of August, 1987, at 9:50 o'clock a M., and was duly recorded on the AUG 04 day of 1987, 19....., Book No 230 on Page 658 in my office.

Witness my hand and seal of office, this the of AUG 04 1987, 19.....

BILLY V. COOPER, Clerk

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

Grantor:

TRACE DEVELOPMENT CO.
One Woodgreen Place, Suite 210
Madison, MS 39110
(601) 856-3173

BOOK 230 PAGE 663

8207

Grantees:

JOHN S. MIXON
1735 Riverwood Drive
Jackson, MS 39211
(601) 957-1107 (H & O)

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand this day paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Trace Development Co., a Mississippi corporation, does hereby sell, convey and warrant unto John S. ^{and wife, MARCIA E. MIXON, as joint tenants with the full rights of survivorship and not as tenants in common} S. Mixon, that certain land and property, lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 13, Trace Vineyard Subdivision, Part 4, a subdivision of Madison County, Mississippi according to the map or plat thereof filed of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet C, Slide 9, reference to which is hereby made for incorporation herein.

This conveyance is made subject to and there is excepted from Grantor's warranty the following:

- (1) Zoning and subdivision regulations and ordinances of the City of Madison.
- (2) Ad valorem taxes for 1987 and subsequent years.
- (3) All minerals, including, but not limited to, oil, gas, sand and gravel have been reserved or conveyed by prior owners; and such are not hereby conveyed.
- (4) Any and all easements and/or rights of way and streets shown on said subdivision map or plat filed in said Cabinet C, Slide 9, in said Chancery Clerk's office.
- (5) Those certain Protective Covenants as recorded in Book 626 at Page 86 of the aforesaid records.
- (6) Grantor hereby makes specific reference to the Mississippi Gas and Electric Company easements and rights of way

in that certain instrument recorded in Book 7 at Page 138 in the office of the Chancery Clerk of Madison County, Mississippi.

No warranty or representation is hereby made whether or not the above described property is or is not in any flood prone area, floodway or special flood hazard area as now or may hereafter be determined or designated by any governmental agency or political body.

EXECUTED this, the 31st day of July, 1987.

TRACE DEVELOPMENT CO.

By: W. S. Terney
W. S. Terney, Vice President

BOOK 230 PAGE 664

STATE OF MISSISSIPPI
COUNTY OF MADISON

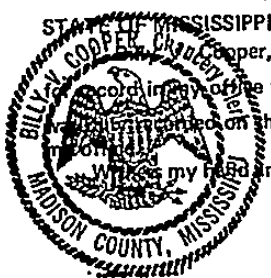
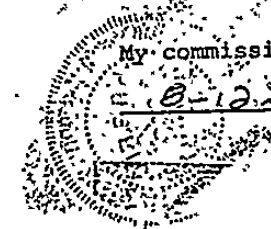
Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named W. S. TERNEY, who acknowledged that he is Vice President of Trace Development Co., a Mississippi corporation, and that for and on behalf of the said corporation, 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 31st day of July, 1987.

Bobby Lynn Fink Ward
NOTARY PUBLIC

My commission expires:

8-12-90



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office on this 4 day of August, 1987, at 10:46 o'clock AM, and recorded on the 4 day of AUG 04, 1987, Book No. 230 on Page 663; in witness my hand and seal of office, this the 04 day of AUG 04, 1987.

BILLY V. COOPER, Clerk

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, CHARLES L. HUNT, P. O. Box 4824, Jackson, MS 39216 (Telephone 601/982-5331) and RALPH E. DUNN, Route 3, Box 90-AC, Canton, MS 39046 (Telephone 601/856-8973), do hereby sell, convey and warrant unto MARK C. HUNT, P. O. Box 364, Madison, MS 39110 (Telephone 601/856-2447), the following described real property lying and being situated in Madison County, Mississippi, to-wit:

TRACT I:

A certain parcel of land situated in Section 3, Township 7 North, Range 2 East, Madison County, Mississippi, containing 1.04 acres, more or less, and being a part of a certain tract of land conveyed by Warranty Deed to Charles L. Hunt and Ralph E. Dunn by J. W. Fielder, recorded in Book 128 at Page 602 in the Office of the Chancery Clerk of Madison County, Mississippi, and being more particularly described as follows:

Commencing at the Southwest corner of Section 3, Township 7 North, Range 2 East, Madison County, Mississippi; run thence North for 1928.5 feet; thence East for 2768.6 feet; thence North 89° 54' East for 1989.49 feet to a point, said point hereinafter referred to as the point of beginning:

Thence North 00° 03' East for 301.89 feet to the South line of a gravel road; thence South 89° 57' East along the South line of said road for 150.0 feet; thence South 00° 03' West for 301.50 feet; thence South 89° 54' West for 150.00 feet to the point of beginning.

TRACT II:

A certain parcel of land situated in Section 3, Township 7 North, Range 2 East, Madison County,

Mississippi, containing 1.04 acres, more or less, and being a part of a certain tract of land conveyed by Warranty Deed to Charles L. Hunt and Ralph E. Dunn by J. W. Fielder, recorded in Book 128 at Page 602 in the Office of the Chancery Clerk of Madison County, Mississippi, and being more particularly described as follows:


Commencing at the Southwest corner of Section 3, Township 7 North, Range 2 East, Madison County, Mississippi; run thence North for 1928.5 feet; thence East for 2768.6 feet; thence North 89° 54' East for 1839.49 feet to a point, said point hereinafter referred to as the point of beginning:

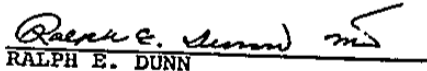
Thence North 00°03' East for 302.29 feet to the South line of a gravel road; thence south 89° 57' East along the South line of said road for 150.00 feet; thence South 00° 03' West for 301.89 feet; thence South 89° 54' West for 150.00 feet to the point of beginning.

This conveyance is executed subject to the following exceptions:

1. Ad valorem taxes for the year 1987 shall be pro-rated with the Grantors paying ___/12ths of said taxes and the Grantee paying ___/12ths of said taxes.
2. Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.
3. This conveyance and the warranty hereof are made subject to all zoning ordinances, subdivision regulations, building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

EXECUTED this the 17th day of July, 1987.


CHARLES L. HUNT


RALPH E. DUNN

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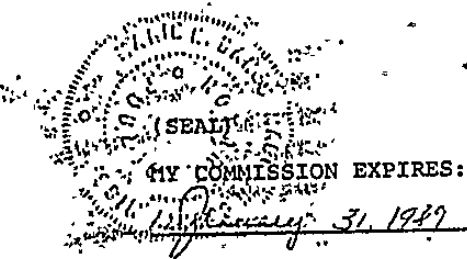
STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for said county and state, the within named CHARLES L. HUNT, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 17th day of July, 1987.

Maria H. Laneal
NOTARY PUBLIC



BOOK 230 PAGE 667

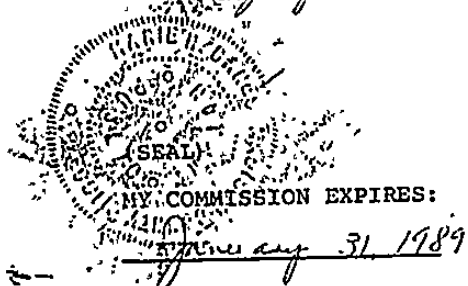
STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for said county and state, the within named RALPH E. DUNN, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 17th day of July, 1987.

Maria H. Laneal
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 on the 4 day of August, 1987, at 11:10 o'clock a M., and was recorded on the 4 day of AUG. 04, 1987, Book No. 230, on Page 665. in my office and seal of office, this the 4 day of AUG. 04, 1987.



BILLY V. COOPER, Clerk

By B. Wright, D.C.

C
STATE OF MISSISSIPPI
COUNTY OF MADISON

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8218

WARRANTY DEED

For and in consideration of the sum of Fifteen Thousand Five Hundred and no/100 (\$15,500.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, JAMES H. VINSON, ROBERT K. VINSON, BILLY VINSON, JIMMY VINSON, and DOROTHY JEWELL VINSON GARDNER, being all the heirs at law of MAGGIE JEWELL VINSON, deceased, do hereby convey and forever warranty unto the said ALEX FAULKNER all our right, title and interest in and to the following realty lying and being situated in Madison County, Mississippi, to-wit:

A lot in the east half of the south east quarter of the north west quarter of section 20, township 9, Range 3 East, described as beginning at a point 337 feet north 68 degrees 50 minutes west along the north right of way line of Mississippi Highway NO. 16, said line being 28 feet north of the center line of concrete paving from the southwest corner of the Maris subdivision as recorded in plat book No. 2 of the record in the office of the Chancery Clerk of said county, and run thence north 11 degrees east 200 feet to a stake, thence north 68 degrees 50 minutes west 75 feet to a stake, thence south 11 degrees west 200 feet to north right of way line of said highway number 16, thence south 68 degrees fifty minutes east 75 feet to the point of beginning.

It is our intent to convey that certain property conveyed to our predecessor, MAGGIE JEWELL VINSON and ourselves by JESSIE H. VINSON on October 16, 1945 in Deed Book 31 at page 269 of the official records of Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the 3rd day of

August, 1957.

James H. Vinson
JAMES H. VINSON

Robert K. Vinson
ROBERT K. VINSON

Billy Vinson
BILLY VINSON

Jimmy Vinson
JIMMY VINSON

Dorothy Jewell Vinson Gardner
DOROTHY JEWELL VINSON GARDNER

STATE OF MISSISSIPPI
COUNTY OF Hinds

Before me, the undersigned authority of law in and for the aforesaid County and State, appeared JAMES K. VINSON who, being by me first duly sworn, states on his oath that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

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

Phillip V. Paine
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-9-87

STATE OF VIRGINIA
COUNTY OF NEWPORT NEWS

Before me, the undersigned authority of law in and for the aforesaid County and State, appeared ROBERT K. VINSON who, being by me first duly sworn, states on his oath that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal of office this the 30th day of July, 1987.

London C. Nicholas
NOTARY PUBLIC

MY COMMISSION EXPIRES: March 10, 1990

STATE OF MISSISSIPPI
COUNTY OF Waller

Before me, the undersigned authority of law in and for the aforesaid County and State, appeared BILLY VINSON, who, being by me first duly sworn, states on his oath that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and official seal of office this the 3rd day of August, 1987

James D. Davis
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Sept. 15, 1988

STATE OF MISSISSIPPI

COUNTY OF Ward

Before me, the undersigned authority of law in and for the aforesaid County and State, appeared JIMMY VINSON, who, being by me first duly sworn, states on his oath that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal of office, this the 31st day of August, 1987.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Sept. 16, 1992

STATE OF MISSISSIPPI

COUNTY OF Madison

Before me, the undersigned authority of law in and for the aforesaid County and State, appeared DOROTHY JEWELL VINSON GARDNER, who, being by me first duly sworn, states on her oath that she signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

Given under my hand and seal of office, this the 29th day of July, 1987.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Jan. 7, 1990

GRANTORS NAMES, ADDRESSES AND PHONE NUMBERS:

- James H. Vinson, Rt. 4, Box 506, Edwards, MS 39066 No phone
- Billy Vinson, Rt. 4, Box 459A, Vicksburg, MS39180 No phone
- Dorothy Gardner, 742 E. Fulton St. Canton, MS 39046 859-1137
- Robert K. Vinson, 175 S. Madison Ave. Vicksburg, MS 39074 859-2302
- Jimmy Vinson Rt. 4, Vicksburg, MS 39074 636-2531

GRANTEE'S NAME, ADDRESS AND PHONE NUMBER:

Alex Faulkner, Rt. 3, Box 22, Canton, MS 39046 859-7778



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 31st day of August, 1987, at 12:16 clock P.M., and on the 31st day of AUG 04 1987, 1987, Book No. 230, on Page 668 in and seal of office, this the 31st day of AUG 04 1987, 1987.

By [Signature] D.C.

WARRANTY DEED

8220

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, Henderson Smith, a single person, do hereby convey and warrant unto Bobby Hunter and Doris A. Hunter, as joint tenants with full rights of survivorship, and not as tenants in common the following described real property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to wit:

INDEXED

A tract of land situated in the NW 1/4 of the SE 1/4 of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi and more particularly described as follows:

Commencing from an iron pin at the Southwest corner of the NW 1/4 of the SE 1/4 of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi, said commencement point being shown on the Meadow Hills Estates Sub-division Plat that is recorded in Plat Cabinet B, Slot 100, of the Madison County, Mississippi Chancery Clerk's office; thence N 0°04'20"E for 617.34 feet to an iron pin at the Northwest corner of Lot 16 of said Meadow Hills Estates Subdivision; thence N 85°07'47"E along the north line of said Lot 16 for 73.71 feet to the "Point of Beginning" of the tract herein described; thence

N 85°07'47"E and continuing along the north line of said Lot 16 for 250.52 feet to an iron pin at the northeast corner of said Lot 16; thence

N 01°44'28"E for 642.75 feet to an iron pin at the northwest corner of Lot 15 of said Meadow Hills Estates Sub-division and also at the south side of a gravel road; thence

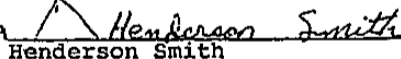
N 89°49'30"W along the south side of the said gravel road for 234.08 feet to an iron pin; thence

S 03°01'16"W for 665.36 feet to an iron pin at the said "Point of Beginning", containing 3.62 acres more or less.

Bearings in this description were taken from the Meadow Hills Estates Subdivision Plat and also, see the attached survey for the True North declination.

In aid to this description reference is herein made to that certain plat prepared by Rutledge-Irving and Associates, Engineers, on July 30, 1987, and attached hereto as Exhibit "A".

Witness my signature on this, the 4 day of August, 1987.


Henderson Smith

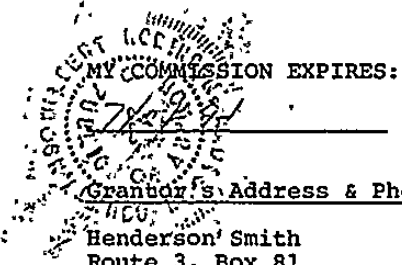
STATE OF MISSISSIPPI
COUNTY OF MADISON

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

SMITH to acknowledge that he signed and delivered the above and foregoing instrument on the date and for the purpose therein stated.

Given under my Hand and Official Seal of Office, on this the 4 day of August 1987.

Walter L. Hunter
Notary Public

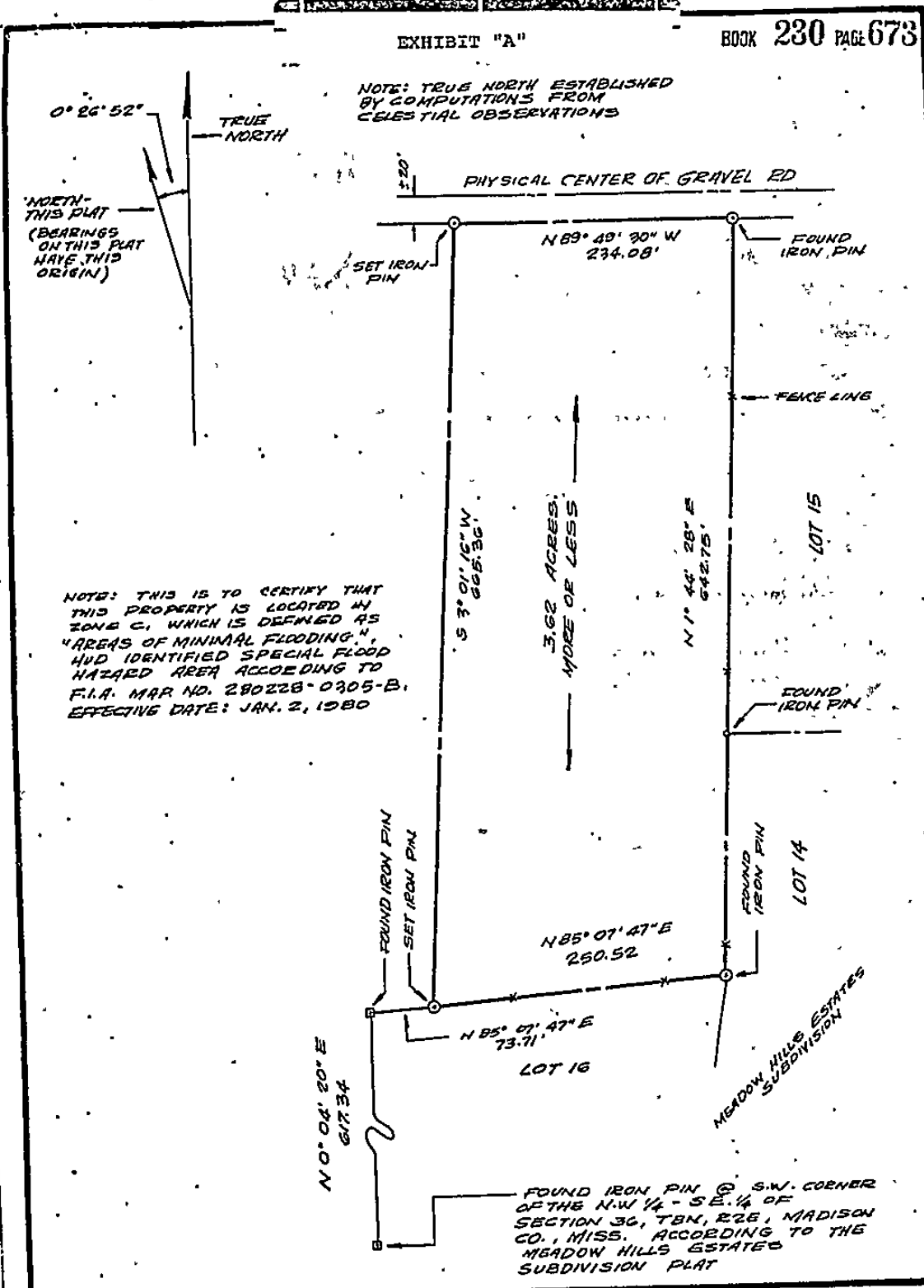


Grantor's Address & Phone No.

Henderson, Smith
Route 3, Box 81
Canton, MS 39046
(601) 856-9735

Grantees' Address & Phone No.

Bobby Hunter and Doris A. Hunter
637 Lakeglen Place
Jackson, MS 39213
(601) 981-3805



I certify that the information on this Plat is thorough and accurate to the best of my knowledge.



Alva H. Lutledge

PLAT OF SURVEY OF A 3.62 ACRE TRACT SITUATED IN THE N.W. 1/4 - S.E. 1/4 OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 2 EAST MADISON COUNTY, MISSISSIPPI

RUTLEDGE - IRVING & ASSOCIATES
ENGINEERS - SURVEYORS
Tel. (601) 850-1068 P. O. Box 589
116 West Center Street
Canton, Mississippi 39044

Date: 7-30-87

Scale: 1" = 100'

Job: C-259

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 4 day of August, 1987, at 100 o'clock P. M., and was recorded on AUG 04 1987, 1987, Book No. 230 on Page 671. in my office at Canton, Mississippi.



AUG 04 1987

BILLY V. COOPER, Clerk

By R. Wright, D.C.

8221

WARRANTY DEED

INDEXED

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, we, WILEY HOLLEMAN, JR., and MARTHA BARNES HOLLEMAN, husband and wife, do hereby convey and warrant unto TOMMIE ELLIS BACHUS and DOROTHY ANN BACHUS, 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 containing three (3) acres, more or less, situated in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as:

Commencing at the Northwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 21 and run thence South along the West line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, 910.26 feet to the point of beginning of the property herein described; and from said point of BEGINNING run thence South 88 degrees 59 minutes East 610.09 feet; thence South 409.24 feet to a point on the North line of Rocky Hill Road; thence along the North line of Rocky Hill Road North 89 degrees 33 minutes West 210.00 feet; thence North 300.00 feet; thence North 88 degrees 59 minutes West 400.06 feet to a point on the West line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21; thence North along the West line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21 for 111.32 feet to the point of beginning.

A plat of the above described property prepared by Carl Lee Davis, Registered Land Surveyor, dated July 22nd, 1987, is attached hereto as Exhibit "A" and reference to said plat is here made in aid of and as a part of the foregoing 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 grantors when the same become due and payable.
- (3) Exception of such oil, gas, and mineral rights as may now be outstanding of record.
- (4) Right-of-way and easement executed by Walter Payton and Irene L. Payton to Texas Eastern Transmission Corporation, dated March 22, 1955, filed April 6, 1955, recorded in Land Record Book 61 at Page 227 thereof in the Chancery Clerk's Office for said county.

WITNESS our signatures this 3rd day of August, 1987.

Wiley Holleman, Jr.
Wiley Holleman, Jr.

Martha Barnes Holleman
Martha Barnes Holleman

COOPER, CHARLES

STATE OF MISSISSIPPI

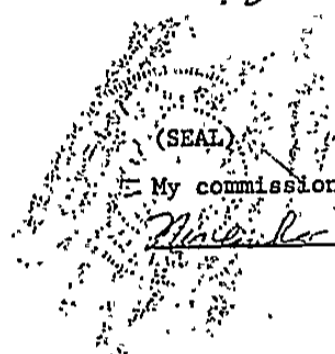
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WILEY HOLLEMAN, JR., and MARTHA BARNES HOLLEMAN who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this the 3rd day of August, 1987.

BOOK 230 PAGE 675

Elvis R. Frazier
Notary Public



My commission expires:

November 14, 1987

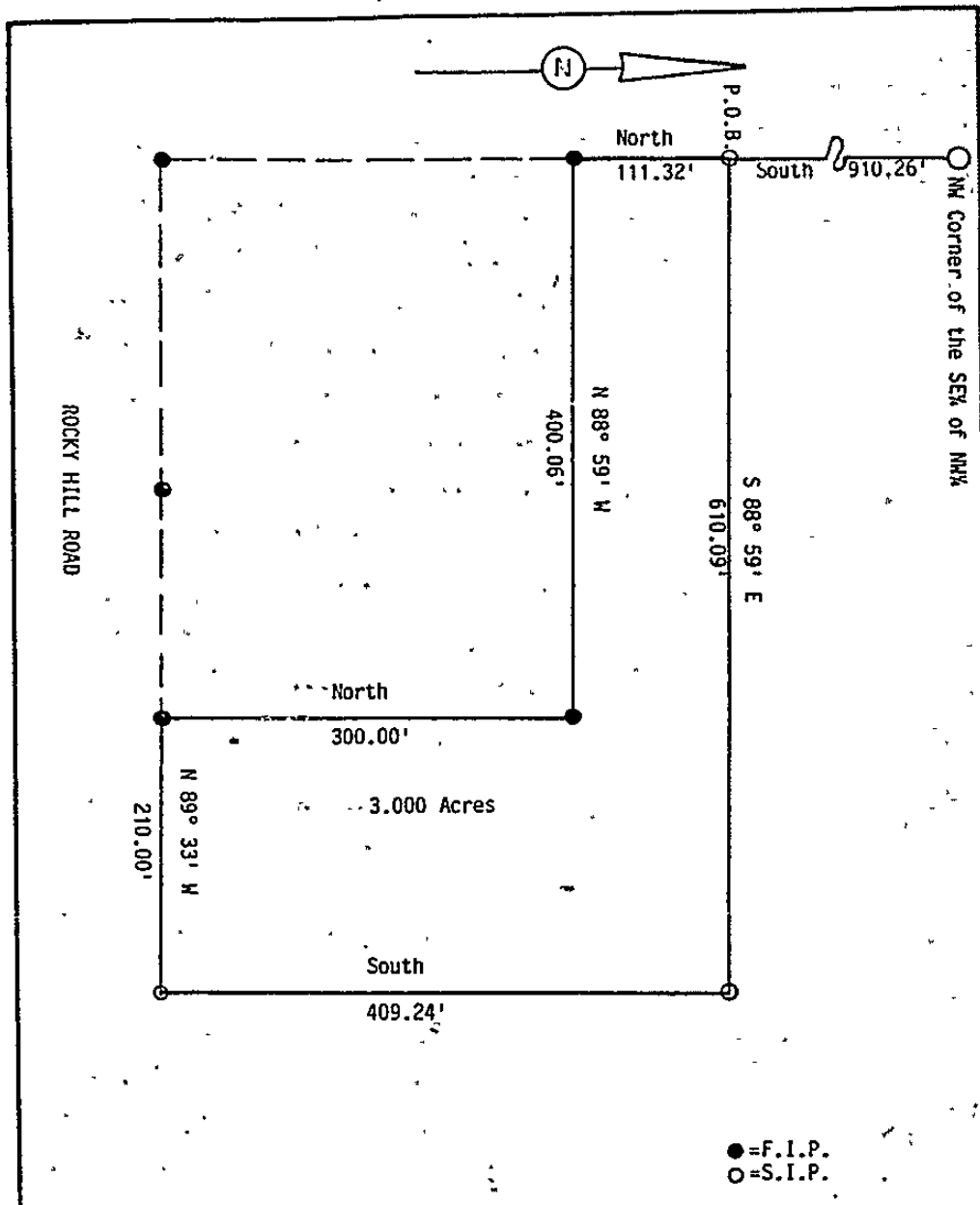
GRANTORS:

Mailing Address: Route 3, Box 340, Jackson, Ms., 39213
Business Telephone: None
Residential Telephone: (601) 856-6442

GRANTEES:

Mailing Address: 1355 North Jefferson Street, Apt. S-2
Jackson, Mississippi 39202
Business Telephone: (601) 939-3633, Ext. 331
Residential Telephone: (601) 354-3286

BOOK 230 PAGE 676



● = F.I.P.
○ = S.I.P.

Zone "C" 280228 0290 B

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 21, T 7 N, R 1 E, Madison County, Mississippi		
ORWN:	DATE: July 22, 1987	DWG. NO.
CKD.	SCALE 1" = 100'	SHEET ____ OF ____
PROJECT NO.		APPROVED:

Carl...



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 4 day of August, 1987, at 2:15 o'clock P. M., and was recorded on the 4 day of AUG-04-1987, 1987, Book No. 230 on Page 674 in

and seal of office, this the 4 day of AUG-04-1987, 1987.

BILLY V. COOPER, Clerk

By [Signature], D.C.

STATE OF MISSISSIPPI
 COUNTY OF MADISON

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, the undersigned, do hereby sell, convey and warrant unto HARVEY KING, Rt. 3, Box 211, Kosciusko, Mississippi 39090, all merchantable pine and gum timber, standing, lying, growing and upon the following described land and real property located in Madison County, Mississippi, to-wit:

SECTION 20, TOWNSHIP 10 NORTH, RANGE 5 EAST
 East 1/2 of SE 1/4 of SE 1/4, LESS 5 acres off North side thereof heretofore conveyed to Floyd Chinn.

SECTION 34, TOWNSHIP 10 NORTH, RANGE 5 EAST
 NE 1/4 of NE 1/4

The Grantors give, extend and grant unto Grantee, his heirs and assigns, a period of twelve (12) months from date hereof to cut, harvest and remove said timber, and on the expiration of said period, absent any extension thereof in writing, all rights herein granted shall terminate and all timber conveyed hereby but not then cut and removed shall revert to Grantors.

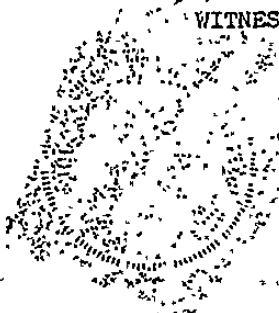
The Grantee, his agents, employees, successors and assigns are granted the reasonable and usual rights of ingress and egress to and from said real property, including the right to enter upon said land with vehicles of all types or other equipment deemed necessary, all for the purpose of cutting, harvesting and removing said timber.

The above land was heretofore conveyed to Daisy James and husband, David James, by partition deed dated February 26, 1927, of record in Book 6 at page 15 thereof, records of the Chancery Clerk's Office, Madison County, Mississippi. Daisy James died intestate in October 1940, leaving as her sole heirs at law her husband, David James, and children, namely, Malcolm James, Odie James, Cleveland James, Bessie Mae James, Mack James and Johnnie James. The said David James then married Bessie Smith James

and to that marriage two children were born, David James, Jr. and Arthur James. David James died intestate during the year 1970. The Grantors herein constitute the sole and statutory heirs at law of David James and Daisy James, both deceased

The Grantors covenant none of the above-described real property is a part of their homestead

WITNESS OUR SIGNATURES this the 14th day of July, 1987.



Elva M. Clark

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Malcolm James
Malcolm James

Odie James
Odie James

Cleveland James
Cleveland James

Bessie Mae J. Wilder
Bessie Mae J. Wilder

Mack James
Mack James

Johnnie James
Johnnie James

David James, Jr.
David James, Jr.

Arthur James
Arthur James

Bessie Smith James
Bessie Smith James

Tel. No. Harvey King
601/289-4214

Tel. No. Malcolm James (312) KE-8-0142

Tel. No. Odie James (312) 343-5678

Tel. No. Cleveland James (312) 1-235-3660

Tel. No. Bessie Mae J. Wilder (414) 228-1433

Tel. No. Mack James (312) 994-1824

Tel. No. Johnnie James (312) 483-1656

Tel. No. David James, Jr. (312) 702-4414

Tel. No. Arthur James

Tel. No. Bessie Smith James - 1-601-234-9417

Pursuant to the requirement of the Tax Reform Act of 1986, Section 6045, Internal Revenue Code, as amended, with reference to a real estate transaction, We, the undersigned, hereby certify as follows:

Page 1 of _____ pages.

BOOK 230 PAGE 679

1. SELLER(S)

NAME	ADDRESS	SS NO. OR TAX ID. NO.
a. Malcolm James	4824 St. Lawrence Chicago, Ill. 60618	426-225-9411
b. Odie James	401 Fullin St, Maywood Ill. 60153	426-24-1986A
c. Cleveland James	8722 S. MARSHFIELD - CHGO. ILL. 60620	426-48-1231
d. Bessie Mae J. Wilder	1900 W. FRIDMOUNT MILWAUKEE, WIS. 53209	392-34-2215
e. Mack James	7903 So Columbia Chicago Ill. 60619	428-66-1054
f. Johnnie James	8154 S. INDIANA CHGO. ILL. 60619	558-36-4576
g. David James, Jr.	2313 E. 100th St. CHGO. ILL. 60617	063-36-7543
h. Arthur James		
i. Bessie Smith James	RT. 4 Box 171-A OXFORD, MISS. 38655	581-76-5464

2. BUYER(S):

NAME	ADDRESS	SS NO. OR TAX ID. NO.
a. Harvey King	Rt. 3, Box 211, Kosciusko, MS.	
b.		
c.		
d.		

3. PROPERTY STREET ADDRESS OR LEGAL DESCRIPTION:

SECTION 20, TOWNSHIP 10 NORTH, RANGE 5 EAST
 EAST 1/2 OF SE 1/4 OF SE 1/4 LESS 5 ACRES OFF NORTH SIDE
 THEREOF HERETOFORE CONVEYED TO FLOYD CHINN.
 SECTION 34, TOWNSHIP 10 NORTH, RANGE 5 EAST. NE 1/4
 OF NE 1/4

Edna M. Clark
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. JUNE 11, 1990
 ISSUED THRU ILL. NOTARY ASSOC.

4. GROSS PROCEEDS OF SALE: \$5,000.00

5. DATE OF CLOSING: _____

This the _____ day of _____, 1987.

BUYERS:

SELLERS:

Bessie Smith James
 Rt. 4, Box 171-A - S.S. 581-76-5464
 Oxford, Miss 38655

Mack James 7903 Columbia
Johnnie James 8154 Indiana Chicago Ill
 S.S. 558-36-4576

David James Jr 2313 E 100th CHGO. ILL
Cleveland James
Malcolm James
Odie James
Bessie Mae J. Wilder

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority,
Notary Public in and for said county and state, the within
named Mack James, who acknowledged that he signed
and delivered the foregoing Timber Deed on the date therein
mentioned, as his act and deed.

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

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Ed. Maurice Clark
Notary Public

My Commission Expires: _____

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority,
Notary Public in and for said county and state, the within
named Johnnie James, who acknowledged that he signed
and delivered the foregoing Timber Deed on the date therein
mentioned, as his act and deed.

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

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Ed. Maurice Clark
Notary Public

My Commission Expires: _____

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority,
Notary Public in and for said county and state, the within
named David James, Jr., who acknowledged that he signed
and delivered the foregoing Timber Deed on the date therein
mentioned, as his act and deed.

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

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Ed. Maurice Clark
Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF WALDRUP

Personally appeared before me, the undersigned authority,
Notary Public in and for said county and state, the within
named Bessie Smith James, who acknowledged that she signed
and delivered the foregoing Timber Deed on the date therein
mentioned, as her act and deed.

GIVEN under my hand and official seal, this the 14th day of
1987.

Neal McJannet
Notary Public

My Commission Expires: October 14, 1988

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named Malcolm James, who acknowledged that he signed and delivered the foregoing Timber Deed on the date therein mentioned, as his act and deed.

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

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Elva Maurice Clark
Notary Public

My Commission Expires: _____

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named Odie James, who acknowledged that he signed and delivered the foregoing Timber Deed on the date therein mentioned, as his act and deed.

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

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Elva Maurice Clark
Notary Public

My Commission Expires: _____

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named Cleveland James, who acknowledged that he signed and delivered the foregoing Timber Deed on the date therein mentioned, as his act and deed.

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

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Elva Maurice Clark
Notary Public

My Commission Expires: _____

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named Bessie Mae J. Wilder, who acknowledged that she signed and delivered the foregoing Timber Deed on the date therein mentioned, as her act and deed.

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

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 11, 1989
ISSUED THRU ILL. NOTARY ASSOC.

Elva Maurice Clark
Notary Public

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 in my office this 4th day of August, 1987, at 2:35 o'clock P.M., and recorded on the 4th day of AUG 04, 1987, Book No. 230 on Page 677 in and seal of office, this the 04 of AUG 04, 1987.



BILLY V. COOPER, Clerk

By B. V. Cooper D.C.

QUITCLAIM DEED

INDEXED


FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned; JOHN E. THORN and wife, LEXIE WELLS THORN, do hereby sell, convey and quitclaim unto ANN BRENT HENSON a/k/a/ MARY S. McGEHEE, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

A 0.46 acre parcel of land being situated in the NW 1/4 of Section 27, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

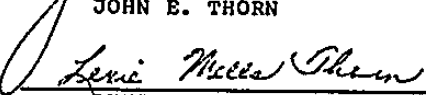
Beginning at the SW corner of Lot 11, Treasure Cove, Part I, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, MS; said point also being the NE corner of Lot 19, Treasure Cove, Part 2, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, MS; run thence South 89 degrees 22 minutes 12 seconds West - 156.73 feet along the North line of the aforesaid Lot 19, Treasure Cove, Part 2 to the NW corner thereof on the East right of way line to the intersection with the Silver Lane; run thence North 01 degrees 04 minutes 56 seconds West - 133.68 feet along said East right of way line to the intersection with the South right of way line of Tidewater Lane; run thence South 86 degrees 12 minutes 11 seconds East - 155.75 feet along said South right of way line, to the NW corner of the aforesaid Lot 11, Treasure Cove, Part 1; run thence South 01 degrees 48 minutes 27 seconds East - 121.68 feet along the west line of said Lot 11, to the POINT OF BEGINNING.

THIS DEED IS GIVEN to correct a Warranty Deed, dated November 15, 1979, recorded in Book 166 at Page 116.

WITNESS THE SIGNATURES of the Grantors, this the 30th day of August, 1987.



JOHN E. THORN



LEXIE WELLS THORN

STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 230 PAGE 683

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, JOHN E. THORN, and wife, LEXIE WELLS THORN, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 3rd day of August, 1987.

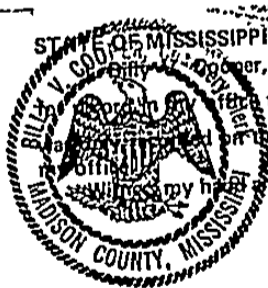
Mary Elizabeth Chomeli
NOTARY PUBLIC



My Commission Expires:
My Commission Expires Sept. 17, 1990

Grantee's Address:
P. O. Box 116
Madison, MS 39118
Bus. Phone-969-2900
Home Phone-856-8577

Grantor's Address:
2012 Tidewater Lane.
Madison, MS 39118
Bus. Phone-956-3300
Home Phone-856-5031



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 5 day of August, 1987, at 9:00 clock A M and
on the 5 day of AUG 05 1987, 1987, Book No. 230 on Page 682 in
and seal of office, this the 5 day of AUG 05 1987, 1987
By Billy V. Cooper, Clerk
N. Wright, D.C.

SUBSTITUTE TRUSTEE'S DEED

INDEXED

WHEREAS, on February 6, 1981, Jerry L. Everett, a single person, executed a Deed of Trust to Thomas I. Starling, Jr., as Trustee, to secure the payment to Jackson Federal Savings & Loan Association (now by amendment to corporate charter First Jackson Savings Bank, FSB of Jackson, Mississippi), of an indebtedness therein described, which Deed of Trust was recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 481 of the records of mortgages and deeds of trust on land at Page 229 thereof;

WHEREAS, the undersigned having been duly appointed Substitute Trustee in the place and stead of Thomas I. Starling, Jr., Trustee, in said Deed of Trust by instrument dated May 21, 1987, and recorded in Book 622 at Page 128 of said records;

AND, WHEREAS, default having been made in the payment of the indebtedness secured by said Deed to Trust, and the undersigned, as Substitute Trustee, having been requested and directed by said First Jackson Savings Bank, FSB of Jackson, Mississippi, to foreclose under the terms and provisions of said Deed of Trust; and

WHEREAS, on the 31st day of July, 1987, within legal hours for such sales, in front of the main front door of the County Courthouse of Madison County, Mississippi, in the City of Canton, Mississippi, after having advertised the day, time, place and terms of said sale as required by law and the terms of said Deed to Trust by publishing notice thereof in the Madison County News, a weekly newspaper published in and having a general circulation in said county, for four consecutive weeks preceding the day of sale and by posting one notice of said sale at the courthouse of said county in Canton, Mississippi for said time, I proceeded to sell said property at public auction to the highest bidder for cash when First Jackson Savings Bank, FSB of Jackson, Mississippi appeared and bid therefore the sum of

Sixty-Eight Thousand One Hundred Ninety-eight and 89/100 Dollars (\$68,198.89) which was the highest and best bid received; and thereupon said bidder was declared to be the purchaser thereof;

And the said purchaser having paid to me said sum, being the amount of the bid, I now convey said land to First Jackson Savings Bank, FSB of Jackson, Mississippi, being more particularly described as follows:

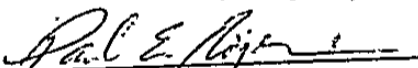
Lot 88, COUNTY CLUB WOODS SUBDIVISION, PART 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 65, reference to which is hereby made in aid of and as a part of this description.

The above-described property is also subject to that certain Deed of Trust executed by Roy F. Baggett, Jr., to Robert G. Barnett, Trustee for Bridges Mortgage Corporation, Beneficiary, dated the 7th day of October, 1975, and recorded in the legal records of Madison County, Mississippi, at Book 413, Page 606.

It is understood that I am conveying by this deed only such title and interest as I may have in and to the above-described property as Substitute Trustee in the Deed of Trust aforesaid.

The proof of publication of said notice of sale of said property in the Madison County News, as hereinabove set out, is attached to this deed, marked Exhibit "A", and made a part hereof as fully and for all purposes as if fully copied herein.

WITNESS MY HAND, on this the 3rd day of August, 1987.


PAUL E. ROGERS

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, on the 3rd day of August, 1987, the undersigned authority in and for the jurisdiction aforesaid, the within named Paul E. Rogers, Substitute Trustee, who, in the above and foregoing instru-

ment of writing, acknowledged on that day that he as the Substitute Trustee, signed and delivered the foregoing instrument of writing as Substitute Trustee on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 3rd day of August, 1987:

James L. Gurn
NOTARY PUBLIC

My Commission Expires:

4-1-90

/99

Grantor

*P.O. Box 1084
Jackson, MS
39215*

Phone 969-7607

Lyn N. Wright, Jr.

Grantee:

*P.O. Box 1067
Jackson, MS
39215*

Phone - 969-3600

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

SUBSTITUTED TRUSTEE'S
NOTICE OF SALE

WHEREAS, on the 6th day of February, 1981, there was executed by Jerry L. Everett, a single person, to Thomas L. Starling, Jr., Trustee for Jackson Federal Savings and Loan Association (now by amendment to corporate charter First Jackson Savings Bank, FSB, of Jackson, Mississippi) a certain Deed of Trust which is recorded in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 481 of the Records of Mortgages and Deeds of Trust on land, at Page 279 thereof, which secured an indebtedness therein described; and

WHEREAS, on the 21st day of May, 1987, there was executed by said First Jackson Savings Bank, FSB, of Jackson, Mississippi, a document entitled Substitution of Trustee which is recorded in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 427 of the Records of Mortgages and Deeds of Trust on land, at Page 178 thereof, which substituted Paul E. Rogers as Trustee of and for the above-described Deed of Trust and the indebtedness secured thereby in lieu and in place of the trustee named therein, and which conferred upon the said Paul E. Rogers full and complete power to execute said trust as Trustee as provided by the terms of the above-described Deed of Trust; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms thereof, First Jackson Savings Bank, FSB, the legal holder of said indebtedness, having requested the undersigned Substituted Trustee to execute the trust and set said land aside in accordance with the provisions of said Deed of Trust,

I before me, this

19 87

Wright M. Henderson
Notary

My Commission Expires May 27, 1991

Sub. Trust of Paul E. Rogers

has been in said paper 4 times consecutively, to-wit:
On the 9 day of July, 1987
On the 16 day of July, 1987
On the 23 day of July, 1987
On the 30 day of July, 1987
On the _____ day of _____, 19____
On the _____ day of _____, 19____

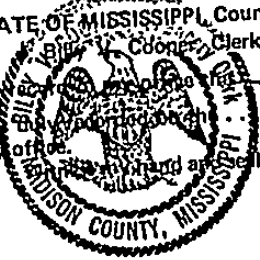
James A. Hinton
Canton, Miss., July 30, 1987

DANIEL COOPER, Clerk
P.O. Box 194
Canton, Mississippi 37115-194
Notary Public
April 9, 18, 21, 30 1987

NOTICE: THE ABOVE PROPERTY, in the name of Paul E. Rogers, being the substituted trustee, do hereby give notice that on Friday, being the 31st day of July, 1987, between the hours of 1:00 A.M. and 4:00 P.M., I will proceed to take for cash at the front door of the County Courthouse of Madison County, Mississippi, at Canton, Mississippi, the following described land and property described and conveyed in said Deed of Trust, first of which is in Madison County, more particularly described as follows, to-wit: Lot 14, Country Club Woods Subdivision, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Clerk of Madison County, at Canton, Mississippi, Book 5 at Page 55, reference to which is hereby made in aid of and as a part of this description.

PROOF OF PUBLICATION

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record on the 5 day of August, 1987, at 9:00 o'clock A.M., and was published on the 5 day of AUG 05, 1987, Book No. 230 on Page 684 in my office, this the 5 day of AUG 05, 1987,
By Billy V. Cooper, Clerk



INDEXED
8255

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Deborah J. Sutton, does hereby sell, convey and warrant unto Huey P. Smith, the following described land and property located in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 34, Pecan Creek Subdivision, Part 2, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 6, Page 21, 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, the Parties hereto agree to pay on the basis of an actual proration.

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

WITNESS THE SIGNATURE OF THE GRANTOR this the 31st day of July, 1987.

Deborah J. Sutton
Deborah J. Sutton

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named DEBORAH J. SUTTON, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing as her act and deed.

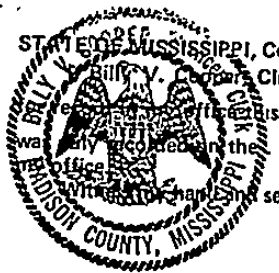
GIVEN under my hand and official seal this the 31st day of July, 1987.

Candy H. Dancy
Notary Public

My commission expires: 5/28/91

Address of Grantee:
101 Willow Court
Madison, Mississippi
Phone: 856-9301

Address of Grantor:
P. O. Box 802
Ridgeland, MS 39158
Phone: 856-8848



Clerk of the Chancery Court of Said County, certify that the within instrument was filed
this 5 day of August, 1987, at 9:00 clock M., and
..... day of AUG 05 1987, 19....., Book No 230 on Page 688 in
..... seal of office, this the of AUG 05 1987, 19.....

BILLY V. COOPER, Clerk

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

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; Shirley Kiner, A/K/A Shelley Kiner, Grantor, do hereby remise, release, convey and forever quitclaim unto H. S. Jones Construction Company, a Mississippi Corporation, Grantee, all of my estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

One acre of land on North side of Robinson Road in E1/2 of SW1/4 Section 13, Township 9 North, Range 3 East described as follows:

Begin at the Southeast corner of said E1/2 of SW1/4 and run West 308.2 feet along North side of said Robinson Road to Southeast corner and Point of Beginning of the lot being described; thence N23°08'E 254.1 feet to a concrete monument; thence West 217.8 feet to the Northwest corner of the lot being described; thence S4°40' W 364.4 feet along East boundary of a 60' right of way for road to cemetery to North boundary of said Robinson Road; thence East 135.5 feet along North boundary of said Robinson Road to Point of Beginning.

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

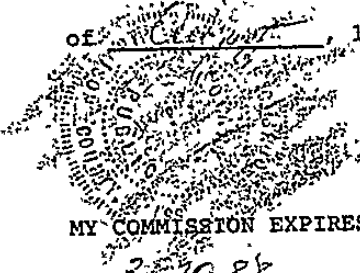
Shirley Kiner
Shirley Kiner

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 5th day
of August, 1987.



Dick C. Fresh
NOTARY PUBLIC

MY COMMISSION EXPIRES:

3-20-88

GRANTOR:

Rt. 2, Box 1984
Canton, MS 39046

859-3801

B3073101
5498-1 (RE) / 11, 305

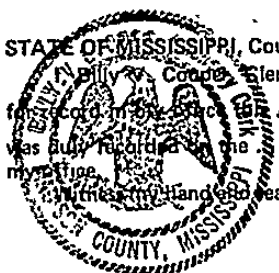
GRANTEE:

Rt. 2, Box 195
Canton, MS 39046

859-6051

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 5 day of August, 1987, at 11:30 o'clock a. M., and
was duly recorded on the 5 day of AUG 06 1987, 1987, Book No. 230 on Page 689, in
my office. Witness my hand and seal of office, this the 06 day of AUG 06 1987, 1987.



BILLY V. COOPER, Clerk

By B. W. White, D.C.

EIGHTH SUPPLEMENTAL AGREEMENT

This Eighth Supplemental Agreement made and entered into as of this 20th day of JUNE, 1987, by and between ILLINOIS CENTRAL GULF RAILROAD COMPANY, hereinafter referred to as "ICG" and AT&T COMMUNICATIONS, INC., agent for AMERICAN TELEPHONE AND TELEGRAPH COMPANY, hereinafter referred to as "AT&T".

WITNESSETH:

WHEREAS, ICG and AT&T entered into a certain agreement dated the 29th day of March, 1985 covering installation of a single fiber optic cable over and across certain properties of ICG, said agreement hereinafter referred to as "Easement Agreement";

WHEREAS, ICG and AT&T desire to supplement said Easement Agreement by including within the grant set forth therein an additional 20.7 miles of Rail Corridor, as defined in Easement Agreement, at the purchase price set forth herein pursuant to all terms and conditions set forth herein and in the Easement Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, to the extent, if any, that ICG can grant such a right to construct, install, operate, maintain, repair, reinstall, replace, and service a fiber optic cable system, the Easement Agreement is supplemented as follows:

1. In addition to the property specified in the Easement Memoranda granted under the Easement Agreement dated March 29, 1985, and amended in the First Supplemental Agreement dated November 11, 1985, and Second Supplemental Agreement dated March 21, 1986, and Third Supplemental Agreement dated March 21, 1986, and the Fourth Supplemental Agreement dated September 23, 1986, and the Fifth Supplemental Agreement dated December 29, 1986, and the Sixth Supplemental Agreement currently being reviewed by ICG Board of Directors (such a date to be assigned if ICG approves same for an easement from Decatur, Illinois to Champaign, Illinois), and the Seventh Supplemental Agreement covering 4.3 miles of additional Rail Corridor in the City of Memphis currently being reviewed by ICG Board of Directors, ICG agrees to provide Easement Memoranda for the following:

20.7 miles of Additional Rail Corridor as follows:

Commencing at approximately Mile Post 393.5, Railroad Avenue (sometimes referred to as Broadway) which is the interlocker crossover for the Missouri Pacific Railroad's approach to the Mississippi River Bridge in the City of Memphis, Tennessee, thence south along ICG right-of-way to Mile Post 404.5 (about 11.0 miles), and

Commencing at approximately Mile Post 716.7 in Madison, Mississippi, thence south along ICG right-of-way to Mile Post 726.4 in Jackson, Mississippi (about 9.7 miles).

2. The Purchase Price for the Additional Rail Corridor shall be \$103,500.00 (\$5,000.00 per mile one time) and shall be payable to ICG upon execution of this Eighth Supplemental Agreement by both parties and receipt by AT&T of duly executed and recordable Easement Memoranda covering these sections.
3. All terms and conditions set forth in Easement Agreement shall apply to the Additional Rail Corridor as is set forth in the Easement Agreement except that:
 - A. By acceptance of this agreement ICG expressly waives the requirement in 19.1 of that certain Agreement dated the 29th day of March, 1985, hereinabove referred to as "Easement Agreement", calling for AT&T and/or contractor to purchase and maintain in force RAILROAD PROTECTIVE INSURANCE, AND ICG accepts in lieu thereof AT&T's Self-Insurance coverage for all claims normally covered by said RAILROAD PROTECTIVE INSURANCE so long as AT&T shall have a net worth in excess of \$200,000,000.00.

BOOK 230 PAGE 692

- B. AT&T shall have one year from the date of execution of this Eighth Supplemental Agreement to substantially complete construction of the aforesaid Fiber Optic Cable System on the above defined route.
- C. That no additional Regeneration Site, as defined in Paragraph 1.13 of the Easement Agreement, shall be included on the corridor defined in this Eighth Supplemental Agreement.
- D. This Eighth Supplemental Agreement provides for the installation of either one 4" I.D. PVC pipe with 4-1" PVC innerducts or 4-2" I.D. PVC pipes in a common trench along the aforesaid ICG right-of-way.
- E. This Eighth Supplemental Agreement covers a 25 year period from the date of execution hereof by both parties.

4. Except as otherwise setforth herein, the terms and conditions of the Easement Agreement are incorporated herein by reference and shall be referenced along with this Agreement in any easement memoranda filed pursuant hereto and the installation of fiber optic cables within the Additional Rail Corridor shall be subject to all terms and conditions of Easement Agreement, which shall remain in full force and effect.

Notices pursuant to this Agreement shall be addressed to:

AT&T at:

AT&T Communications, Inc.
 ATTENTION: District Manager, Real Estate & Construction
 1200 Peachtree Street, N.E.
 P.O. Box 7800
 Atlanta, GA 30357

ICG at:

Illinois Central Gulf Railroad
 ATTENTION: Senior Vice President - Law and Real Estate
 233 North Michigan Avenue
 Chicago, IL 60601

IN WITNESS WHEREOF, the Parties have caused this Eighth Supplemental Agreement to be duly executed by their duly authorized officers this 20th day of JUNE, 1987.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]
 Sr. Vice President - Law & Real Estate



[Signature]
 Assistant Secretary

AT&T COMMUNICATIONS, INC., agent for
 AMERICAN TELEPHONE AND TELEGRAPH COMPANY

By [Signature]
 Vice President - Southern Region *sn*

ATTEST:
[Signature]
 Assistant Secretary

EASEMENT MEMORANDUM

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THIS INDENTURE WITNESSETH that ILLINOIS CENTRAL GULF RAILROAD COMPANY (ICG), a corporation of the State of Delaware, for and in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, hereby acknowledges its grant to AT&T COMMUNICATIONS, INC., agent for American Telephone and Telegraph Company, (AT&T), 1200 Peachtree Street, N.E., P.O. Box 7800, Atlanta, GA 30357, of a non-exclusive easement pursuant to the terms and conditions set forth in a certain Easement Agreement between ICG and AT&T dated March 29, 1985 and Eighth Supplemental Agreement dated the 20th day of JUNE, 1987, which is incorporated herein by reference, for Fiber Optic Cable installations under, on, over, and across the land of the said ICG, in the State of Tennessee, County of Shelby, City of Memphis, and Desoto, Hinds and Madison Counties, Cities of Madison, Ridgeland and Jackson, State of Mississippi, more particularly described as follows:

20.7 miles of Additional Rail Corridor as follows:

Commencing at approximately Mile Post 393.5, Railroad Avenue (sometimes referred to as Broadway) which is the interlocker crossover for the Missouri Pacific Railroad's approach to the Mississippi River Bridge in the City of Memphis, Tennessee, thence south along ICG right-of-way to Mile Post 404.5 (about 11.0 miles), and

Commencing at approximately Mile Post 716.7 in Madison, Mississippi, thence south along ICG right-of-way to Mile Post 726.4 in Jackson, Mississippi (about 9.7 miles).

IN WITNESS WHEREOF, the ILLINOIS CENTRAL GULF RAILROAD COMPANY has caused this Easement Memorandum to be signed and their corporate seal affixed by its proper, duly authorized officers as of the 20th day of JUNE, 1987.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By: [Signature]
Sr. Vice President - Law & Real Estate

[Signature]
Assistant Secretary



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

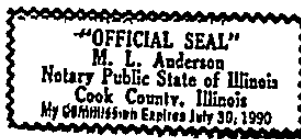
BOOK 230 PAGE 694

I, the undersigned, a Notary Public, in and for said County and State aforesaid, Do Hereby Certify that Andrew F. Reardon, personally known to me to be the Senior Vice President-Law and Real Estate of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation and Patrick F. Healy, Jr., personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Senior Vice President-Law and Real Estate and Assistant Secretary, they signed and delivered the said instrument as Senior Vice President-Law and Real Estate and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of June, 1987.

M. L. Anderson
NOTARY PUBLIC

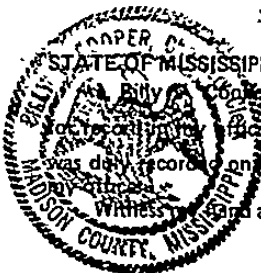
My Commission Expires: _____



THIS INSTRUMENT PREPARED BY:
G.E. SCHILLING
Real Estate Department
Illinois Central Gulf Railroad Company
233 N. Michigan Avenue
Chicago, Illinois 60601

STATE TAX _____
REGISTER'S FEE _____
RECORDING FEE 12.00
Jul 10 1 32 PM '87
STATE OF TENNESSEE
SHILBURN
REC-112
285125

1200



4
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed on this 5 day of August, 1987, at 140 o'clock P. M., and was duly recorded on the 06 day of AUG, 1987, Book No. 230 on Page 691. In and seal of office, this the 06 day of AUG, 1987.

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

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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, SARTAIN ASSOCIATES, INC., A MISSISSIPPI CORPORATION, Grantors, does hereby convey and forever warrant unto JPS BUILDING SUPPLIES, INC., A MISSISSIPPI CORPORATION, Grantees, the following described real property lying and being situated in the City of Madison, Madison County, Mississippi, to wit:

Lots 17 Peppermill Colony, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet B, Slide 97, reference to which is hereby made in aid of and as a part of this description.

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

1. City of Madison and County of Madison ad valorem taxes for the year 1987, which are liens, but are not yet due or payable and which shall be prorated as of the date hereof.
2. City of Madison, Mississippi, Zoning Ordinance.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Right of Way to Mississippi Power and Light Company recorded in Book 152 at page 491 and in Book 224 at page 125 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
5. Utility easements as shown on Plat of Peppermill Colony.
7. Protective Covenants of Peppermill Colony.

WITNESS OUR SIGNATURE on this the 4TH day of AUGUST, 1987.

SARTAIN ASSOCIATES, INC.,
A MISSISSIPPI CORPORATION

BY: J. Parker Sartain
J. Parker Sartain, President

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named J. PARKER SARTAIN, who acknowledged to me that he is the President of Sartain Associates, Inc., a Mississippi corporation, 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 4th day of August, 1987.

Nida Baum
NOTARY PUBLIC



MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES DEC. 12, 1988

GRANTOR:
P. O. Box 342
Madison, MS 39110

GRANTEE:
P. O. Box 673
Ridgeland, MS 39157

856-2720

856-2720

C4073002
3682-6/6000



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
at my office this 5 day of August, 1987, at 2:20 o'clock P. M. and
duly recorded on the 5 day of AUG. 06, 1987, Book No. 230 on Page 695 in
and seal of office, this the 06 of AUG. 06, 1987.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

WARRANTY DEED

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For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantees herein, the receipt and sufficiency of which are hereby acknowledged; we, WILEY HOLLEMAN, JR., and MARTHA BARNES HOLLEMAN, husband and wife, do hereby convey and warrant unto LYNELL BRUCE BROWN and MERLINDA BROWN, 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 containing 1.0001 acres, more or less, situated in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as:

Commencing at the Northwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 21, Township 7 North, Range 1 East, Madison County, Mississippi, and thence run North 89 degrees 43 minutes East 1153.39 feet to a point on the West line of Livingston Road; thence along the said West line of Livingston Road South 05 degrees 00 minutes East 247.53 feet; thence South 13 degrees 16 minutes East 260.44 feet; thence South 17 degrees 40 minutes East 140.86 feet to the point of beginning of the property herein described, and from said point of BEGINNING run thence South 83 degrees 34 minutes 16 seconds West 273.19 feet; thence South 148.06 feet; thence North 83 degrees 34 minutes 16 seconds East 319.00 feet to a point on the West line of Livingston Road; thence North 17 degrees 40 minutes West 150.00 feet to the point of beginning.

A plat of the above described property prepared by Carl Lee Davis, Registered Land Surveyor, dated July 22nd, 1987, is attached hereto as Exhibit "A" and reference to said plat is here made in aid of and as a part of the foregoing 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 grantors when the same become due and payable.
- (3) Exception of such oil, gas, and mineral rights as may now be outstanding of record.
- (4) Right-of-way and easement executed by Walter Payton and Irene L. Payton to Texas Eastern Transmission Corporation, dated March 22, 1955, filed April 6, 1955, recorded in Land Record Book 61 at Page 227 thereof in the Chancery Clerk's Office for said county.

WITNESS our signatures this 3rd day of August, 1987.

Wiley Holleman, Jr.
Wiley Holleman, Jr.

Martha Barnes Holleman
Martha Barnes Holleman

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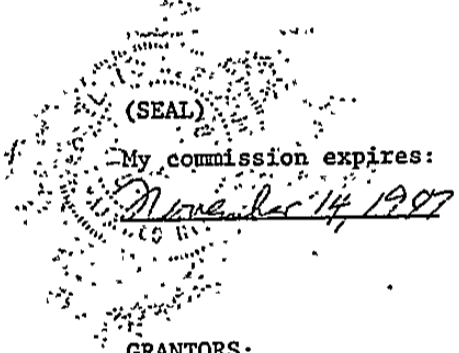
STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WILEY HOLLEMAN, JR., and MARTHA BARNES HOLLEMAN who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this the 3rd day of August, 1987.

Philip P. Fraucher
Notary Public



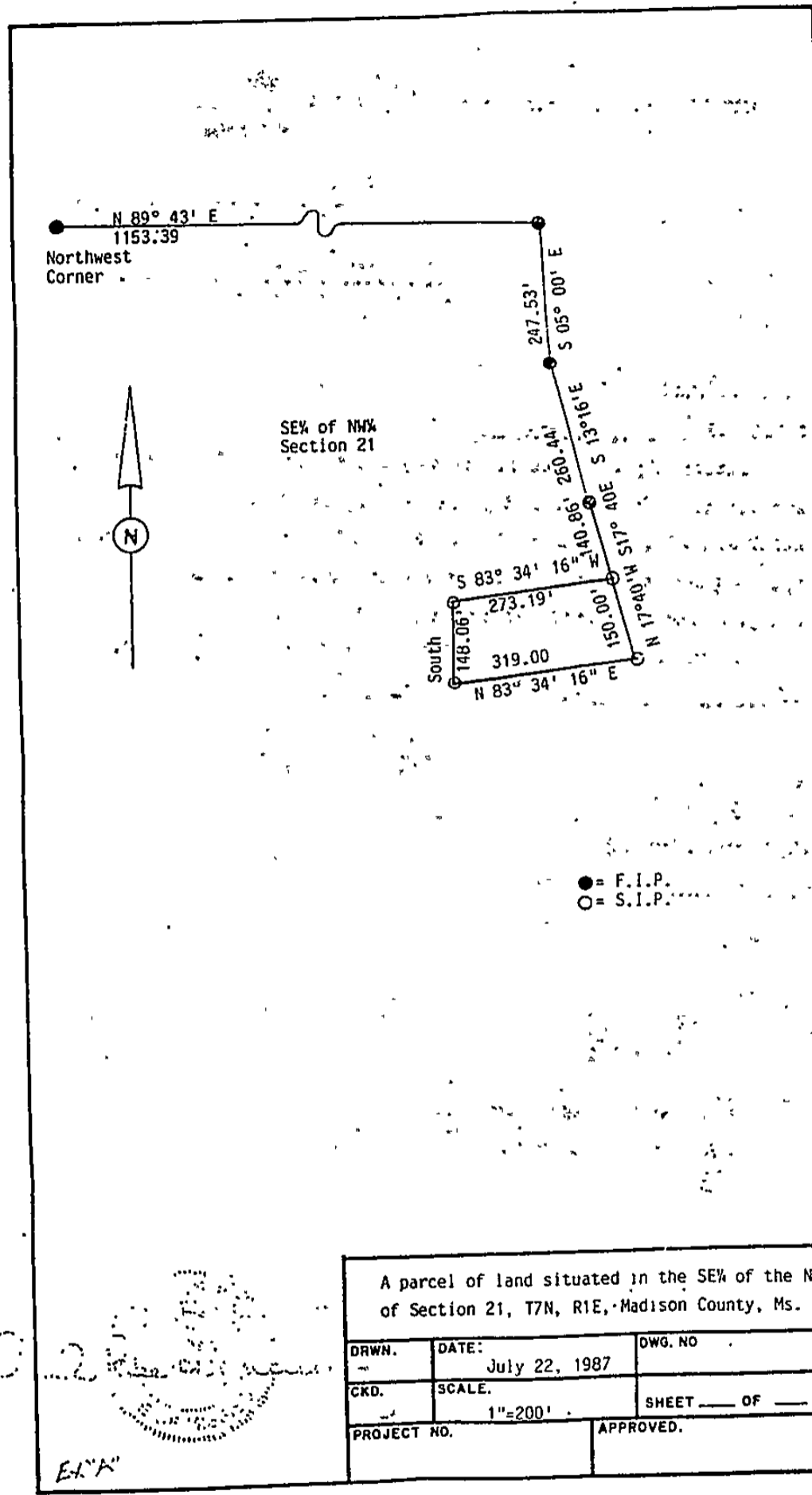
GRANTORS:

Mailing Address: Route 3, Box 340, Jackson, Ms., 39213
Business Telephone: None
Residential Telephone: (601) 856-6442

GRANTEES:

Mailing Address: Route 1, Box 232, Canton, Ms., 39046
Business Telephone: (601) 932-3704, Ext. 367
Residential Telephone: (601) 856-6161

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A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 21, T7N, R1E, Madison County, Ms.

DRWN.	DATE: July 22, 1987	DWG. NO.
CKD.	SCALE: 1"=200'	SHEET ____ OF ____
PROJECT NO.		APPROVED.

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
 on the 6 day of August, 1987, at 9:00 o'clock a.m. and
 as duly recorded in the day of AUG. 06, 1987, 19, Book No. 230 on Page 699

Witness my hand and seal of office, this the AUG. 06, 1987, 19
 BILLY V. COOPER, Clerk
 By *n. Wright*, D.C.