

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, WILLIAM E. SCRUGGS and wife, JANET L. SCRUGGS, Grantors, do hereby convey and forever warrant unto M. KEITH WEST and wife, MARGARET K. WEST, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Lot 3, New Castle Subdivision, in County of Madison, Mississippi, as per Plat of record on Plat Slide B-78 in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. County of Madison ad valorem taxes for the year 1987, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 9 Mo.; Grantee: 3 Mo.
2. Madison County Zoning and Subdivision Regulations Ordinances, as amended.
3. Prior reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities.
5. A right of way and easement from Beulah H. Goodloe to Southern Natural Gas Corporation dated June 5, 1930 recorded in Deed Book 7 at page 505 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
6. Utility easements as shown on plat of New Castle Subdivision on Plat Slide B-78 in the office of the aforesaid Clerk.
7. Protective Covenants dated July 1, 1985 and recorded in Book 564 at page 244 in the records of the aforesaid Clerk.

WITNESS OUR SIGNATURES on this the 25<sup>th</sup> day of SEPTEMBER, 1987.

William E. Scruggs  
William E. Scruggs

Janet L. Scruggs  
Janet L. Scruggs

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named William E. Scruggs and wife, Janet L. Scruggs, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the 25<sup>th</sup> day of SEPTEMBER, 1987.

W. L. Smith  
NOTARY PUBLIC



GRANTEE:

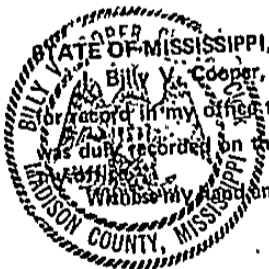
5906 Whitehill Drive  
Jackson, MS 39206

638 Highland Drive  
Ridgeland, MS 39157

Phone - 364-6132 (Mr. Scruggs)  
960-7849 (Ms. Scruggs)

Phone - 366-3110 (Mr. West)  
969-7720 (Mrs. West)

B3092406  
5289-1 (RE) /9740



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of September, 1987, at 2:40 o'clock P. M., and as duly recorded on the 25 day of SEP 28 1987, 1987, Book No. 232 on Page 402 in SEP 28 1987, 1987.

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

10126 1/2

BOOK 232 PAGE 404

INDEXED

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, BENJAMIN MUSE HAYES and NORMA LORITA HAYES, Grantors, do hereby remise, release, convey and forever quitclaim unto TRUSTMARK NATIONAL BANK, a National Banking Association, Grantee, all of our estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

All that part of Section 17 and all that part of Section 18, Township 10 North, Range 5 East, Madison County, Mississippi, which lies South of the Sulpher Springs Road and West of the Choctaw Boundary Line.

LESS AND EXCEPT the following:

A tract of land situated in Sections 17 and 18 of Township 10 North, Range 5 East, Madison County, Mississippi; all lying west of the Choctaw Boundary Line and south of Sulpher Springs Road and more particularly described as follows:

The "Point of Beginning" for this tract is at the southeast corner of Section 18, Township 10 North, Range 5 East, of Madison County, Mississippi, said southeast corner being common to Sections 17, 18, 19 and 20 of Township 10 North, Range 5 East, Madison County, Mississippi; thence

S89°57'25"E for 617.50 feet to an iron pin on the Choctaw Boundary line; thence

N10°12'37"W along the said Choctaw Boundary line for 2617.28 feet to an iron pin in the southern Right-of-Way line of Sulpher Springs Road; thence

S51°56'46"W along the said southern Right-of-Way line for a distance of 980.0 feet to an iron pin at the northwestern corner of the tract herein described, said iron pin being N51°56'46"E, a distance of 85.06 feet from a concrete Right-of-Way monument; thence

S17°24'35"E for 2065.93 feet to an iron pin at the said "Point of Beginning", containing 40 acres, more or less.

Bearings on this survey have an origin of TRUE NORTH as established by computations from celestial observations.

WITNESS OUR SIGNATURES on this the 25<sup>th</sup> day of September, 1987.

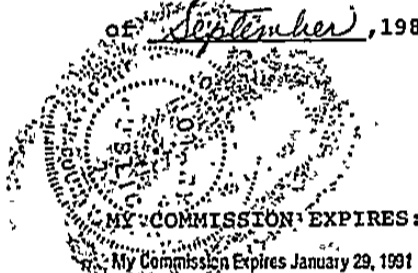
Benjamin Muse Hayes  
Benjamin Muse Hayes

Norma Lorita Hayes  
Norma Lorita Hayes

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named BENJAMIN MUSE HAYES and NORMA LORITA HAYES, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25 day of September, 1987.



Jean Middleton  
NOTARY PUBLIC

GRANTORS:  
Benjamin Muse Hayes  
Norma Lorita Hayes  
Rt. 4, Box 69  
Canton, MS 39046

GRANTEE:  
Trustmark National Bank  
P. O. Box 293  
Canton, MS 39046

Home Phone No. 859-4154 Phone No. 859-7410

C2071404  
358-30/9420



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 25 day of September, 1987, at 3:00 o'clock P. M., and duly recorded on the SEP 28 1987 day of SEP 28 1987, 1987, Book No. 232 on Page 404 in my office. Witness my hand and seal of office, this the SEP 28 1987 day of SEP 28 1987, 1987.

BILLY V. COOPER, Clerk  
By B. Edgar, 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, TRUSTMARK NATIONAL BANK, a National Banking Association, Grantor, does hereby remise, release, convey and forever quitclaim unto BENJAMIN MUSE HAYES and wife, NORMA LORITA HAYES, Grantee, all of its estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

A tract of land situated in Sections 17 and 18 of Township 10 North, Range 5 East, Madison County, Mississippi; all lying west of the Choctaw Boundary Line and south of Sulpher Springs Road and more particularly described as follows:

The "Point of Beginning" for this tract is at the southeast corner of Section 18, Township 10 North, Range 5 East, of Madison County, Mississippi, said southeast corner being common to Sections 17, 18, 19 and 20 of Township 10 North, Range 5 East, Madison County, Mississippi; thence

S89°57'25"E for 617.50 feet to an iron pin on the Choctaw Boundary line; thence

N10°12'37"W along the said Choctaw Boundary line for 2617.28 feet to an iron pin in the southern Right-of-Way line of Sulpher Springs Road; thence

S51°56'46"W along the said southern Right-of-Way line for a distance of 980.0 feet to an iron pin at the northwestern corner of the tract herein described, said iron pin being N51°56'46"E, a distance of 85.06 feet from a concrete Right-of-Way monument; thence

S17°24'35"E for 2065.93 feet to an iron pin at the said "Point of Beginning", containing 40 acres, more or less.

Bearings on this survey have an origin of TRUE NORTH as established by computations from celestial observations.

WITNESS OUR SIGNATURE on this the 25<sup>th</sup> day of December, 1987.

TRUSTMARK NATIONAL BANK,  
A NATIONAL BANKING ASSOCIATION

BY: L. M. Hayes

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority  
in and for the jurisdiction aforesaid, the within named

John Stringer who stated and acknowledged to me that he  
is the Vice President of Trustmark National Bank, a  
National Banking Association, and as such he did sign and  
deliver the above and foregoing instrument on the date and for  
the purposes therein stated in the name of, for and on behalf  
of said association, he being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal this the 25 day  
of September, 1987.



Louis Middleton  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires January 29, 1991

GRANTOR:  
Trustmark National Bank  
P. O. Box 293  
Canton, MS 39046

GRANTEE:  
Benjamin Muse Hayes  
Norma Lorita Hayes  
Rt. 4, Box 69  
Canton, MS 39046

Business No. 859-7410

Home: 859-4154

C2071403  
358-30/9420



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
and recorded in my office this 25 day of September, 1987, at 3:00 o'clock P. M.; and  
was duly recorded on the SEP 28 1987 day of SEP 28 1987, 1987, Book No. 232 on Page 406 in  
my office.

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

BILLY V. COOPER, Clerk

By B. Edgar, D.C.

C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the assumption of all indebtedness due by the undersigned and evidenced by deed of trust of record in Book 366 at page 6 of the records of mortgages and deeds of trusts on land in Madison County, Mississippi, I, ROY E. TATE, Route 3, Box 3628, Canton, Mississippi 39046 (Telephone: 601/859-2145) do hereby sell, convey and warrant unto THEO P. COSTAS, JR., P. O. Box 1349, Jackson, Mississippi 39215-1349 (Telephone 601/969-5550), the following described real property lying and being situated in Madison County, Mississippi, to-wit:

N $\frac{1}{2}$  and N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$  of Section 4, Township 9 North, Range 2 East, estimated to contain 400 acres.

LESS AND EXCEPT easement for public roads and public utilities.

This conveyance is executed subject to the following exceptions:

1. Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.
2. Ad valorem taxes for the year 1987 shall be prorated with the Grantor paying 9 /12ths of said taxes and the Grantee paying 3 /12ths of said taxes.

3. Grantor conveys and warrants only such mineral interest in, on and under said property as he may own.

EXECUTED this the 25<sup>th</sup> day of September, 1987.

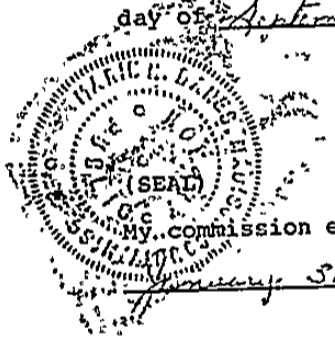
Roy E. Tate  
ROY E. TATE  
GRANTOR

Theo P. Costas, Jr.  
THEO P. COSTAS, JR.  
GRANTEE

STATE OF MISSISSIPPI  
COUNTY OF Madison

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

Given under my hand and official seal, this the 25<sup>th</sup> day of September, 1987.



Thomas H. Danner  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for said county and state, the within named THEO P. COSTAS, JR., who acknowledged that he signed,

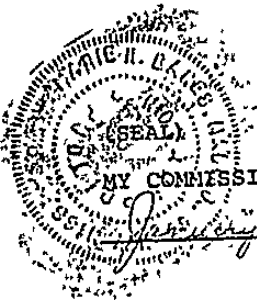


BOOK 232 PAGE 410

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 25<sup>th</sup> day of September, 1987.

Mari H. Limes  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

January 31, 1989

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office, this 25 day of September, 1987, at 3:45 o'clock P. M., and was duly recorded on the SEP 28 1987 day of SEP 28 1987, 19....., Book No 232 on Page 408 in

office. I witness my hand and seal of office, this the ..... of SEP 28 1987, 19.....

BILLY V. COOPER, Clerk

By B. Edgar....., D.C.



BOOK 230 PAGE 209

BOOK 107 PAGE 540

BOOK 232 PAGE 411

INDEXED  
7678

IN THE CHANCERY COURT OF MADISON COUNTY  
STATE OF MISSISSIPPI

INDEXED

10132

THIS DATE

JUL 17 1987

*B. Edgar*

PLAINTIFFS

MELVIN SMITH, VERTIS JOHNSON,  
LARRY SCOTT, POLLIA GRIFFIN  
AND DOROTHY SHEARILL, TRUSTEES  
OF THE OLD TRUELIGHT MISSIONARY  
BAPTIST CHURCH

VERSUS

CIVIL ACTION FILE NO. 28-400

FANNIE WARE, IRENE BRANSON, LOTTIE  
M. SIMS, MARY A. SCOTT, NEOMIA  
JOHNSON, ANNIE B. HOBSON, ALICE SPARKMON  
AND ANY UNKNOWN HEIRS AT LAW OF HENRY  
BRANSON, DECEASED, AND ALL OTHER UNKNOWN  
PARTIES IN INTEREST

DEFENDANTS

JUDGMENT BY DEFAULT

This day this action coming on to be heard in open Court, the plaintiffs, Melvin Smith, Vertis Johnson, Larry Scott, Pollia Griffin and Dorothy Shearill, in their capacities as Trustees of The Old Truelight Missionary Baptist Church, being present by and through its attorney, and it appearing unto the Court that the defendants, Fannie Ware, Irene Branson, Lottie M. Sims, Mary A. Scott, Neomia Johnson, Annie B. Hobson, Alice Sparkmon and any unknown heirs at law of Henry Branson, deceased, and all other unknown parties in interest, having been served with process in the manner and for the time required by law, said process being properly returned and filed herein, had failed to plead, answer or otherwise defend as to the Complaint of the plaintiffs, but have wholly made default in the premises; and the plaintiffs, having demanded judgment against the defendants by default, the Court is of the opinion, after considering the pleadings and the process filed herein, that:

Rec. in Book 107 Page 540  
The 17 day of July 1987  
Billy V. Cooper C.C.  
By *B. Edgar* D.G.

1. The Court has jurisdiction of the parties and the subject matter of this action.

2. That the plaintiffs are entitled to be adjudicated the owner in fee simple absolute of the following described real property lying and being situated in Madison County, Mississippi, together with all improvements situated thereon.

3. That the plaintiffs have established their claim and right to the relief herein granted by evidence.

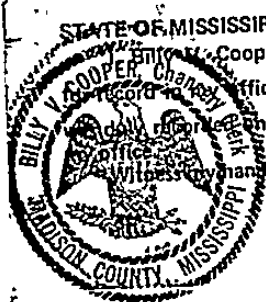
IT IS THEREFORE ORDERED AND ADJUDGED that The Old Truelight Mississionary Baptist Church, be and it is hereby adjudicated the owner in fee simple absolute to the following described real property lying and being situated in Madison County, Mississippi, together with all improvements situated thereon:

TOWNSHIP 10 NORTH, RANGE 5 EAST:

Section 34 - Beginning at a point that is 189.2 feet East of the SW corner of said section and run North for 310 feet to a point; thence East for 281 feet to a point; thence South for 310 feet to a point; thence West for 281 feet to the point of beginning, in SW 1/4 SW 1/4, containing two (2) acres, more or less.

SO ORDERED AND ADJUDGED this the 17<sup>th</sup> day of July 1987.

*[Signature]*  
CHANCELLOR



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 this 20<sup>th</sup> day of July, 1987, at 4:12 o'clock P. M. and on the 20<sup>th</sup> day of JUL 21, 1987, 1987, Book No. 230 on Page 209 in and seal of office, this the 21 of July, 1987.

BILLY V. COOPER, Clerk

By [Signature] D.C.

*See next page for certificate n. Wright, D.C.*

Mrs. Fannie Ware  
Route 4, Highway 16E  
Canton, Mississippi 39046  
(Telephone: 601/859-2727)

Mrs. Pollia Griffin  
Route 4, Box 101-A  
Canton, Mississippi 39046  
(Telephone: 501/859-7103)  
(This is the same address used by  
Old Truelight Missionary Baptist  
Church. Old Truelight Missionary  
Baptist Church does not have a  
telephone.)



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
record in my office this 25<sup>th</sup> day of September, 1987, at 4:30 o'clock P.M., and  
duly recorded on the SEP 28 1987 19... Book No 232 on Page 411 in  
SEP 28 1987

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

BILLY V. COOPER, Clerk

By *Bedger* D.C.

RELEASE FROM DELINQUENT TAX SALE

115

STATE OF MISSISSIPPI  
COUNTY OF MADISON  
CITY OF

RELEASE

INDEX

IN CONSIDERATION OF Two hundred thirty-six & 54/100 DOLLARS received from Yanessa Van, the amount necessary to redeem the following described property:

DESCRIPTION OF PROPERTY	SEC.	TWP.	RANGE	ACRES
<u>Adfront 194.4 ft on W/S Way Rd</u>				
<u>ADSE 1/4 NE 1/4</u>				
<u>DB 168-328</u>				

assessed to Van, Yanessa and sold to George Myrtle at Delinquent Tax Sale on the 25 day of September 1987, for taxes thereon for the year 1985 the said land is hereby released from all claim or title of state or purchaser under said tax sale, in accordance with Section 27-45-3, Mississippi Code of 1972 (as amended).

Witness my hand and official seal of office, this the 25 day of September, 1987.

BILLY V. COOPER

Chancery Clerk

BY M. D. Doolittle  
Deputy Clerk

(BE SURE TO HAVE YOUR CHANCERY CLERK RECORD THIS RELEASE)

STATEMENT OF AMOUNT NECESSARY TO REDEEM

TAX RECEIPT NUMBER

I. DELINQUENT TAXES, INTEREST AND FEES @ TAX SALE:

- 1. Amount of delinquent taxes ..... \$ 178.52
- 2. Interest from February 1st to date of sale @ 1% per month ..... \$ 1.250
- 3. Publisher's Fee @ \$1.50 per publication ..... \$ 3.00
- 4. SUB-TOTAL (amount due at tax sale) ..... \$ 194.02

II. DAMAGES: (Section 27-45-3)

- 5. Damages of 5% on amount of delinquent taxes (5% x line #1) ..... \$ 9.93

III. CLERK'S FEES FOR RECORDING LAND SALE: (Section 25-7-21)

- 6. Fee for taking acknowledgement and filing deed ..... \$ .50
- 7. Fee for recording 1st of land sold (each subdivision) ..... \$ .10
- 8. SUB-TOTAL (Clerk's Fees) ..... \$ .60

IV. FEES FOR ISSUING NOTICES TO OWNERS AND LIENORS: (Sections 27-43-3 & 27-43-11)

- 9. Fee for issuing 1st notice to Sheriff ..... \$2.00
- 10. Fee for mailing 1st notice to owners ..... \$1.00
- 11. Fee for Sheriff serving 1st notice to owners ..... \$4.00
- 12. Fee for issuing 2nd notice to Sheriff ..... \$5.00
- 13. Fee for mailing 2nd notice to owners ..... \$2.50
- 14. Fee for Sheriff serving 2nd notice to owners ..... \$4.00
- 15. Fee for ascertaining and issuing notices to lienors (ea) ..... \$2.50
- 16. Publisher's fee prior to redemption period expiration .....
- 17. ....
- 18. ....
- 19. SUB-TOTAL (fees for issuing notices) ..... \$ 0-

- 20. SUB-TOTAL (ITEMS I, II, III & IV) ..... \$ 203.55

V. INTEREST CHARGES: (Section 27-45-3)

- 21. Interest on all taxes and cost @ 1% per month from date of sale (13 months x line #20) ..... \$ 26.46

VI. ACCRUED TAXES AND INTEREST:

- 22. Accrued taxes for year 19 .....
- 23. Interest on accrued taxes for year 19 .....
- 24. Accrued taxes for year 19 .....
- 25. Interest on accrued taxes for year 19 .....
- 26. SUB-TOTAL (Accrued taxes & interest) ..... \$ 0-
- 27. SUB-TOTAL (add line 21 and 26) ..... \$ 230.01

VII. ADDITIONAL FEES: (Section 27-7-21)

- 28. Clerks fee of 1% of amount necessary to redeem (1% x line 27) ..... \$ 2.30

VIII. OTHER FEES:

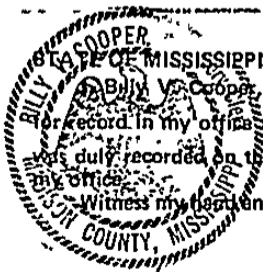
- 29. Clerk's fee for recording release (25-7-9(f)) ..... \$2.00 \$ 0.00
- 30. Clerk's fee for certifying release (25-7-9(e)) ..... \$1.00 \$ 1.00
- 31. Clerk's fee for certifying amount to redeem (25-7-9(e)) ..... \$1.00 \$ 1.00
- 32. Clerk's fee for recording redemption (25-7-21(d)) ..... \$ .25 \$ .25
- 33. SUB-TOTAL (Other Fees) ..... \$ 2.25
- 33. GRAND TOTAL (add line 27 and line 33) ..... \$ 236.56

I certify that the above is a true and correct statement of amount necessary to redeem said property, on this the 25 day of September, 1987.

BILLY V. COOPER

Chancery Clerk

BY M. D. Doolittle D.C.



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of September, 1987, at 4:30 o'clock P. M., and was duly recorded on the SEP 28 1987 day of SEP 28 1987, 1987, Book No 232 on Page 414, in

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

BILLY V. COOPER, Clerk

By B. Edgou D.C.

## EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned GERMANTOWN TRUST SAVINGS AND LOAN ASSOCIATION, a Tennessee chartered savings and loan association, and CABOT LODGE-RIDGELAND, LTD., a Mississippi limited partnership, do hereby sell, convey and grant unto THE BUILDING PARTNERSHIP, a Mississippi general partnership, which is comprised of Sampson Howard & Ashcraft, Inc., a Mississippi corporation, and Milton Stewart, Jr., an individual, an irrevocable and perpetual access and drainage easement appurtenant to the property of Grantee located immediately adjacent to and south of the easement area and described on Exhibit "A", which is attached hereto and is incorporated herein by reference (the "Subject Property"), which easement shall be located in, on, under and across the property described on Exhibit "B", which is attached hereto and is incorporated herein by reference.

The easement shall be for vehicular and pedestrian access between Ridgewood Road and the the parking lot on the Subject Property along the driveway located within the easement area and for storm drainage from the storm sewer draining the Subject Property to the drainage pipe located within the easement area. Permanent access between the Subject Property and the easement and all improvements connecting said parking lot and said driveway are to be established and maintained between points which are nineteen (19) feet and forty-three (43) feet east of the west end of the line between the easement area and the Subject Property. A storm sewer draining the Subject Property and all improvements connecting said storm sewer facilities on the Subject Project and said drainage pipe are to be located sixty-six (66) feet east of the west end of the line between the easement area and the Subject Property. A plat identifying the easement and the access between the Subject Property and the easement area and the connection to said drainage pipe is

attached hereto as Exhibit "C" and is incorporated herein by reference.

The easement shall constitute a covenant running with the land binding upon Grantors, their successors and assigns and inuring to the benefit of Grantee, its successors and assigns. By acceptance of this conveyance, Grantee agrees to construct and maintain any and all improvements necessary to connect the parking lot on the Subject Property to the driveway located within the easement area and the storm sewer draining the Subject Property and all improvements connecting said storm sewer facilities on the Subject Property and the drainage pipe located within the easement area. Grantee also agrees to restore the landscaping within the easement area to its present condition and to install a concrete cover at the junction of the storm sewer facilities.

WITNESS OUR SIGNATURES on this the 25<sup>th</sup> day of September, 1987.

GERMANTOWN TRUST SAVINGS AND LOAN ASSOCIATION,  
a Tennessee chartered savings and loan association

BY: *Gene E. Early*  
Title: Sp. Vice President

CABOT LODGE-RIDGELAND, LTD.,  
a Mississippi limited partnership  
BY ITS SOLE GENERAL PARTNERS:

GERMANTOWN CAPITAL, INC.,  
a Tennessee corporation

BY: *Gene E. Early*  
Title: Sp. Vice President

JACKSON NORTH CABOT LODGE, LTD.,  
a Mississippi limited partnership  
BY ITS SOLE GENERAL PARTNER:

CABOT LODGE, INC.,  
a Mississippi corporation

BY: *Earl F. Jones*  
Title: President

STATE OF Tennessee  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Goodloe Early, duly identified before me, who acknowledged that he is Senior Vice President of Germantown Trust Savings and Loan Association, a Tennessee chartered savings and loan association, and that for and on behalf of said entity, and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned, after first having been duly authorized by said entity so to do.

Given under my hand and official seal on this 25th day of September, 1987.

My Commission Expires:  
6-14-89

J. J. Shedd  
NOTARY PUBLIC

STATE OF Tennessee  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Goodloe Early, duly identified before me, who acknowledged that he is Senior Vice President of Germantown Capital, Inc., a Tennessee corporation, and that for and on behalf of said corporation, and as its act and deed as general partner of Cabot Lodge-Ridgeland, Ltd., a Mississippi limited partnership, and for and on behalf of said limited partnership, and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned, after first having been duly authorized by said corporation and limited partnership so to do.

Given under my hand and official seal on this 25th day of September, 1987.

My Commission Expires:  
6-14-89

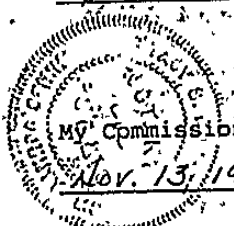
J. J. Shedd  
NOTARY PUBLIC



STATE OF Mississippi  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Earle F. Jones, duly identified before me, who acknowledged that he is President of Cabot Lodge, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed as general partner of Jackson North Cabot Lodge, Ltd., a Mississippi limited partnership, and for and on behalf of said limited partnership, and as its act and deed as general partner of Cabot Lodge-Ridgeland, Ltd., a Mississippi limited partnership, and for and on behalf of said limited partnership, and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned, after first having been duly authorized by said corporation and limited partnerships so to do.

Given under my hand and official seal on this 24<sup>th</sup> day of September, 1987.



[Signature]  
NOTARY PUBLIC

My Commission Expires:  
Nov. 13, 1990

Addresses of Grantors:

Germantown Trust Savings and Loan Association  
7970 Vidlar Avenue  
Germantown, TN 38138

Business Phone Number: (901) 754-5560  
Residence Phone Number: None

Cabot Lodge-Ridgeland, Ltd.  
c/o Mississippi Management Inc.  
4780 I-55 North Frontage Road - Saffar  
Jackson, Mississippi 39236

Business Phone Number: (601) 983-7713  
Residence Phone Number: None

Address of Grantee:

The Building Partnership  
Post Office Box 12425  
Jackson, Mississippi 39236  
Business Phone Number: (601) 956-3720  
Residence Phone Number: None

## EXHIBIT "A"

## THE SUBJECT PROPERTY

23,763.35 square feet or 0.5455 acres in Lot 12 of the Survey known as "Addition to Tugaloo" in the SE  $\frac{1}{4}$  of Section 36, T7N-R1E, City of Ridgeland, Madison County, Mississippi as shown on the Plat filed in Deed Book AAA at Page 138 of the Madison County, Mississippi Land Records; and being more fully described as follows:

Begin at the SW corner of Lot 12 and proceed thence:

1. Easterly along the South line of Lot 12 for 140.02 feet; thence,
2. Northerly through a  $92^{\circ} 31' 46''$  angle to the left for 89.67 feet to the SW corner of the Subject Tract which is the Point of Beginning for its description. Continue thence:
3. Northerly in a straight line for 148.69 feet; thence,
4. Easterly through a  $92^{\circ} 23' 45''$  angle to the right for 163.48 feet to a point on the East line of the Right-of-Way for Ridgewood Road as it is laid out and in use on this date; thence,
5. Southerly through a  $87^{\circ} 28' 23''$  angle to the right along the West line of the Right-of-Way for Ridgewood Road for 142.00 feet; thence,
6. Westerly through a  $90^{\circ} 11' 00''$  angle to the right for 163.66 feet to the Point of Beginning.

## EXHIBIT "B"

## THE EASEMENT AREA

8068.8 Square Feet or 0.1852 Acres in Lot 12 of the Survey known as "Addition to Tugaloo" in the SE $\frac{1}{4}$  of Section 36, T7N R1E, City of Ridgeland, Madison County, Mississippi as shown on the Plat filed in Deed Book AAA at Page 138 of the Madison County, Mississippi Land Records, and being more fully described as follows:

Begin at the SW corner of Lot 12 and proceed thence:

1. Easterly along the South line of Lot 12 for 140.02 feet; thence,

2. Northerly through a 92° 31' 46" angle to the left for 238.36 feet to a point on a portion of the South line of the property conveyed to Germantown Trust Savings and Loan Association by the Warranty Deed recorded in Deed Book 211 at Page 240 of the Madison County, Mississippi Land Records, said point being also the NW corner of the property conveyed to "The Building Partnership" by the Corrected Warranty Deed recorded in Deed Book 232 at Page 312 of the Madison County, Mississippi Land Records, and the Point of Beginning for the description of the Subject Easement.

Continue thence:

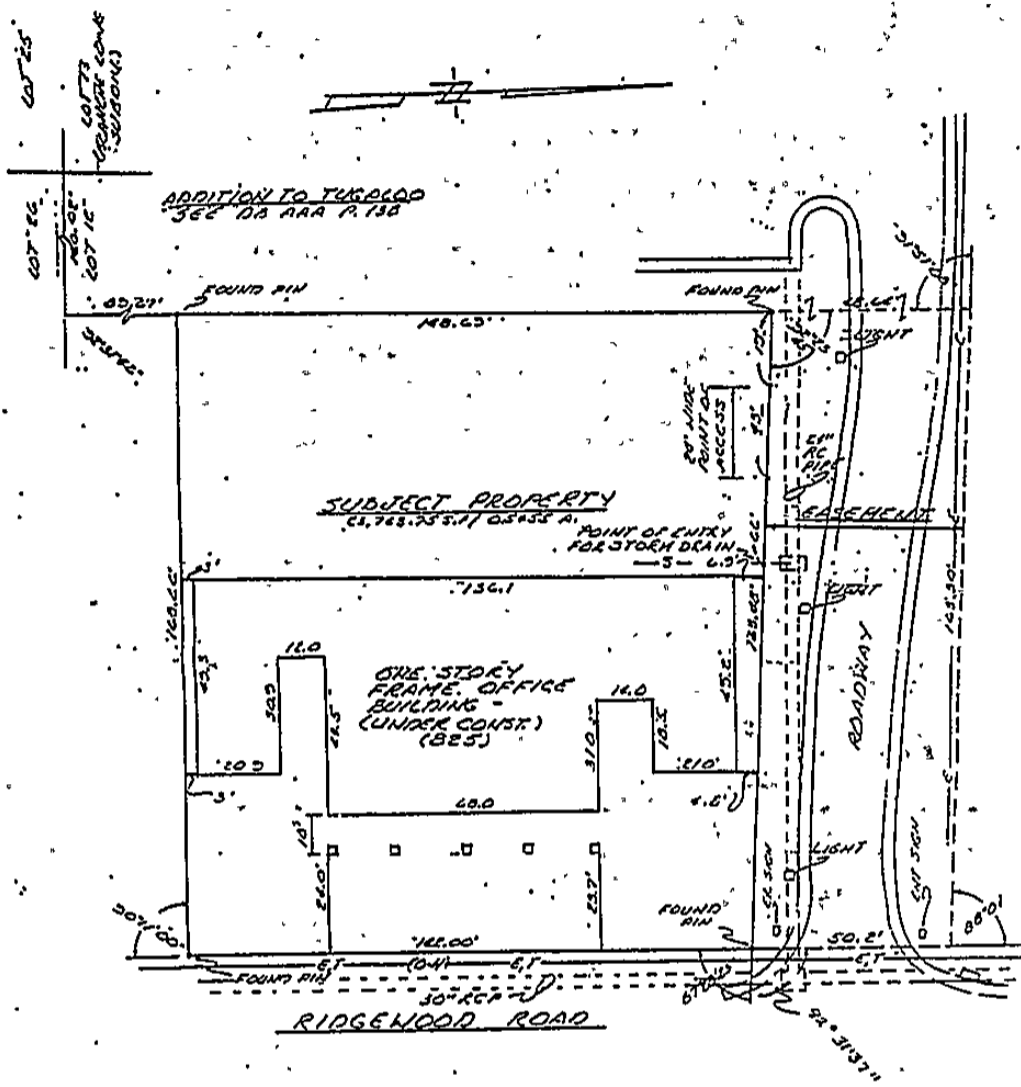
3. Easterly through a 92° 23' 45" angle to the right along the line between the above described Germantown Trust Savings and Loan Association Property and the above described "The Building Partnership" Property for 163.48 feet to a point on the East line of the Right-of-Way for Ridgewood Road as it is laid out and in use on this date; thence,

4. Northerly through a 92° 31' 37" angle to the left along the West line of the Right-of-Way for Ridgewood Road for 50.2 feet to a point on the north line of the above described Germantown Trust Savings and Loan Association property; thence,

5. Westerly through a 88° 01' angle to the left along the North line of the above described Germantown Trust Savings and Loan Association property for 163.30 feet; thence,

6. Southerly through a 91° 51' 08" angle to the left for 48.64 feet to the Point of Beginning.

THE PLAT



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 25 day of September, 1987, at 4:35 o'clock P. M., and  
 duly recorded on the SEP. 28. 1987 day of SEP. 28. 1987, 1987, Book No. 232 on Page 415 in

Witness my hand and seal of office, this the SEP 28 1987 of SEP 28 1987, 1987

BILLY V. COOPER, Clerk

By B. Edgar D.C.

INDEXED 10138

C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, DOROTHY M. TERRY, do hereby sell, convey and warrant unto JOE W. TERRY, JR., my undivided 1/2 interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at a concrete monument at the intersection of the East right-of-way line of Evans Street and the North right-of-way line of Mississippi State Highway No. 16, run thence along the North right-of-way line of Mississippi State Highway No. 16 South 69°12'38" East for 344.25 feet to a point; run thence North 01°59'40" West for 239.60 feet to a point; run thence South 89°53'00" East for 145.87 feet to a point; run thence North 82°38' West for 152.6 feet to a point; run thence South 18°47'30" East for 145 feet to the point of beginning.

Said land lying and being situated in the East 1/2 of Section 20, Township 9 North, Range 3 East, Canton, Madison County, Mississippi, and being a portion of Lots 1, 2 and 3, Block A, East Acres Subdivision.

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

1. Zoning and subdivision regulation ordinance of the City of Canton, Mississippi.
2. Ad valorem taxes for the year 1987 which will be paid in full by the Grantee.
3. Any prior mineral reservations of record.

WITNESS MY SIGNATURE this 25<sup>th</sup> day of September, 1987.

  
DOROTHY M. TERRY

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 25<sup>th</sup> day of September, 1987.

BOOK 232 PAGE 423

Kathryn B. Loring  
Notary Public

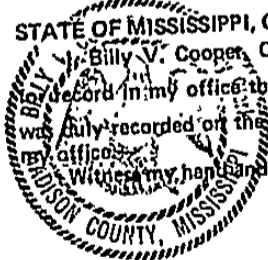
(SEAL)

My commission expires:  
October 4, 1989.

Grantor: Dorothy M. Terry  
P. O. Box 766  
Canton, Mississippi 39046  
Telephone: Home -859-4698  
Work -None

Grantee: Joe Walter Terry, Jr.  
431 E. Fulton St.  
Canton, Mississippi 39046  
Telephone: Home - 859-1518  
Work - 859-1353

STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
record in my office this 28 day of September, 1987, at 8:30 o'clock a M., and  
was fully recorded on the SEP 28 1987 day of SEP 28 1987, 19....., Book No 232 on Page 422 in  
office. With my hand and seal of office, this the ..... of ..... SEP 28 1987, 19.....  
By B. Edgar....., D.C.



BOOK 232 PAGE 424  
WARRANTY DEED

10150

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, MADCO PARTNERSHIP, a General Partnership, by these presents, does hereby sell, convey and warrant unto MICHAEL R. PHILLIPS and wife, LINDA J. PHILLIPS, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

Lot Fifty (50), of Oak Hollow Subdivision, according to the map thereof which is of record in the Office of the Chancery Clerk of Madison County, at Canton, Ms., in Plat Cabinet "C" at Slot 12, reference to which is hereby made.

Subject lot is a part of a larger "acreage" tract, record title to which is vested in Grantor by Warranty Deed dated May 12, 1986, recorded Book 215 Page 518.

This conveyance and its warranty is subject only to title exceptions, namely:

1. "Acreage" ad valorem taxes for the Year 1987, which shall be paid in their entirety by the Grantor. Grantee shall pay Year 1988 taxes, and forward.
2. R.O.W. dated February 12, 1979, Madridge Land Company, Ltd., to Bear Creek Water Association, Book 160 Page 858, for a water line.
3. 1/2 of all oil, gas and mineral rights in, on and under subject property, reserved in Warranty Deed dated April 9, 1984, Book 195 Page 331. Remainder of all oil, gas and mineral rights lying 1,000 ft. below the surface, or more, heretofore severed by Mineral Deed dated March 31, 1987, Book 226 Page 276.
4. Drainage, utility, landscape and other easements, if any, as indicated by the recorded plat of subdivision.
5. Restrictive covenants dated August 14, 1987, recorded Book 629 Page 111.

Subject property has never been, and is not now, any part of the homestead of the Grantor or its partners.

The aforementioned Grantor, acting by two of its within named partners, executes this deed pursuant to the authority vested in them on May 12, 1986, as recorded Book 215 Page 518.

WITNESS the hand and signature of the Grantor hereto affixed on this the 31<sup>st</sup> day of August, 1987.

MADCO PARTNERSHIP, a General Partnership

BY: [Signature], and [Signature]  
RALPH E. RIVES, Partner W. S. TERNEY, Partner

BOOK 232 PAGE 425

STATE OF MISSISSIPPI, COUNTY OF MADISON:

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, within my jurisdiction, the within named Ralph E. Rives, Partner, and W. S. Terney, Partner, of MADCO PARTNERSHIP, a General Partnership, who as such partners acknowledged before me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth as the act and deed of said partnership, they being first duly authorized so to do.

GIVEN under my hand and the official seal of my office on this the 31<sup>st</sup> day of August, 1987.

[Signature]  
NOTARY PUBLIC

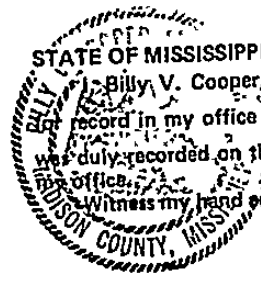
My Comm. Expires: \_\_\_\_\_ My Commission Expires June 25, 1990

Grantor M/A: One Woodgreen Place, Suite 215, Madison, Ms. 39110  
Tel. No: 856-2808

Grantee M/A: 103 Harvest Drive, Ridgeland, Ms. 39157  
Tel. No. 856-8079



STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
record in my office this 28 day of September, 1987, at 900 o'clock a M., and  
duly recorded on the 28 day of September, 1987, Book No. 232 on Page 424. in  
office. Witness my hand and seal of office, this the 28 day of September, 1987.  
BILLY V. COOPER, Clerk  
By [Signature] D.C.





IN CONSIDERATION of the sum of Ten (\$10.00) Dollars,

10155

cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, EMMETT R. ATWOOD, does hereby convey and warrant unto EMMETT RAY ATWOOD, JR. an undivided one-fifth (1/5) interest, unto VIVIAN JUNE ATWOOD an undivided one-fifth (1/5) interest, unto DAVID GARLAND ATWOOD an undivided one-fifth (1/5) interest and unto ALAN QUINNATWOOD an undivided one-fifth (1/5) interest, in and to the following described tracts or parcels of land lying and being situate in the County of Madison, State of Mississippi, to-wit:

INDEXED

(1)

The SW $\frac{1}{4}$  and the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 32, Township 11 North, Range 4 East.

(2)

The NW $\frac{1}{4}$  of Section 5, Township 10 North, Range 4 East; all that part of the NE $\frac{1}{4}$  of Section 6, Township 10 North, Range 4 East lying East of the Old Boles Ferry Road (public road from Canton to Pickens), less 16 acres, more or less, described as commencing on the East side of the Canton and Camden Road at its intersection with the dividing line between the NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of said Section 6, and running Northeasterly along said road to its intersection with the Old George Nichols Road; thence in a Southeasterly direction along the old George Nichols Road to the East line of said Section 6, thence South to the SE corner of the NE $\frac{1}{4}$  of said Section 6, thence West to the Point of Beginning. Said Boles Ferry Road and said Canton and Camden Road referred to, are said roads as they ran on January 30, 1913, and December 7, 1916, respectively. The E $\frac{1}{2}$  of the SE $\frac{1}{4}$ , the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , all that part of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  lying East of the Boles Ferry Road; all in Section 31, Township 11 North, Range 4 East.

(3)

The SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32, Township 11 North, Range 4 East.

(4)

The E $\frac{1}{2}$  of the E $\frac{1}{2}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 5, and the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 8, all in Township 10 North, Range 4 East.

(5)

The W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 5, Township 10 North, Range 4 East, together with a right of way to the public road.

All of the above totaling 1036 acres, more or less.

The premises herein described and conveyed are subject to a deed of trust thereon made by the undersigned Grantor, under date of March 23, 1978, in favor of Northwestern Mutual Life Insurance Company, recorded in Book 440 at Page 810 of the Land Records of Madison County, Mississippi, securing an indebtedness in the present principal sum of \$348,500.00, together with interest thereon, and the said Grantees herein each hereby assume and agree to pay said indebtedness secured by said Deed of Trust, same being an undivided 1/5th thereof, as and when same becomes due and payable; and for the faithful performance of the obligation assumed and agreed to by each Grantee, Grantor hereby reserves a Vendor's Lien on the hereinabove described property until the said indebtedness assumed by each said Grantee is paid in full. A cancellation of said Deed of Trust will likewise cancel the Vendor's Lien reserved herein.

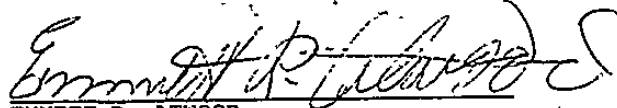
BOOK  
232  
PAGE 427

The warranty of this conveyance is subject to any and all outstanding oil, gas and mineral leases, reservations, conveyances or royalty transfers presently of record affecting the above described property.

The warranty of this conveyance is subject to any and all covenants, easements and rights of way appearing of record which may affect the hereinabove described property.

The Grantees herein each agree to pay, when due, an amount equal to 1/5th of the ad valorem taxes due on the subject property for 1987 and subsequent years.

WITNESS the signatures of the undersigned this the 25 day of August, 1987.

  
EMMETT R. ATWOOD

STATE OF MISSISSIPPI  
COUNTY OF WARREN

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named EMMETT R. ATWOOD, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal this the 25 day of August, 1987.

*William M. ...*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: April 11, 1988

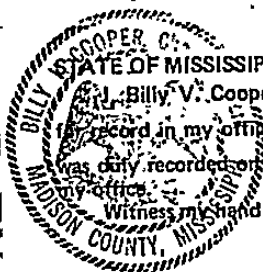
BOOK 232 PAGE 428

GRANTOR(S): Address: P. O. Box 79, Vicksburg, MS 39180  
Telephone No. (Res.) 636-2439 (Bus.) 638-1252

GRANTEES: Address: c/o P. O. Box 79, Vicksburg, MS 39180  
Telephone No. (Res.) 638-8215 (Bus.) 638-1252

PROPERTY ADDRESS: undeveloped rural property - no address available

CHARGE & RETURN TO: Emmett R. Atwood  
P. O. Box 79  
Vicksburg, MS 39180



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 28 day of September, 1987, at 9:00 o'clock a M., and was duly recorded on the SEP 28 1987 day of SEP 28 1987, 1987, Book No 232 on Page 426 in my office.

Witness my hand and seal of office, this the SEP 28 1987 of SEP 28 1987, 1987.  
BILLY V. COOPER, Clerk  
By B. Edgar D.C.

IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, EMMETT R. ATWOOD, does hereby convey and warrant unto EMMETT RAY ATWOOD, JR. an undivided one-fifth (1/5) interest, unto VIVIAN JUNE ATWOOD an undivided one-fifth (1/5) interest, unto DAVID GARLAND ATWOOD an undivided one-fifth (1/5) interest and unto ALAN QUINNATWOOD an undivided one-fifth (1/5) interest, in and to the following described tracts or parcels of land lying and being situate in the County of Madison, State of Mississippi, to-wit:

TRACT 1-A: All of the SE $\frac{1}{4}$  of Section 34 that lies south of the old Canton and Kosciusko road, and all of the W $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 35 that lies south of the old Canton and Kosciusko road and the E $\frac{1}{2}$  SW $\frac{1}{4}$  and the W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 35 all in Township 11 North, Range 5 East, and the NW $\frac{1}{4}$  of Section 2 and the NE $\frac{1}{4}$  of Section 3 in Township 10 North, Range 5 East, LESS AND EXCEPT from the above described lands the tract of land partly in the NE $\frac{1}{4}$  of Section 3 and partly in the NW $\frac{1}{4}$  of Section 2 bounded by a line beginning at a point which is 15 chains west of the southeast corner of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 2 and running thence north 15 chains, thence west 34 chains, thence south 15 chains, thence east 34 chains to the point of beginning, this exception containing .51 acres, more or less; AND, LESS AND EXCEPT a parcel of land situated in the SE $\frac{1}{4}$  of Section 34, Township 11 North, Range 5 East, and more particularly described as beginning at the intersection of the east right of way line of a county road which runs in a northerly and southerly direction and the south right of way line of what is known as the Canton and Kosciusko road and from said point of beginning run southerly along the east line of said county road 70 yards to a stake, thence easterly parallel to the Canton and Kosciusko road a distance of 140 yards to a stake, thence northerly parallel to said county road 70 yards to the south line of the said Canton and Kosciusko road, thence westerly along the south line of the said Canton and Kosciusko road 140 yards to the point of beginning, AND LESS AND EXCEPT 49 acres, more or less, evenly off the east side of S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 2, Township 10 North, Range 5 East; AND LESS AND EXCEPT a parcel of land fronting 583.20 feet on the south side of Mississippi Highway No. 43 and being more particularly described as from the northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 34, Township 11 North, Range 5 East, run south for 863.5 feet to the center line of Mississippi Highway No. 43, thence north 62° 15' east along the center line of Mississippi Highway No. 43 for 1425 feet, thence south 53° 12' east for 44.4 feet to the point of beginning, said point of beginning being the south right of way line of Mississippi Highway No. 43, thence south 15° 26' east for 377.0 feet, thence north 82° 36' east for 606.1 feet, thence north 18° 27' west for 530.09 feet to the south right of way line of Mississippi Highway No. 43, thence southwestward along Mississippi High-

way No. 43 south right of way line, said south right of way line being 40 feet from and parallel to the center line of said Mississippi Highway No. 43 for 583.20 feet to the point of beginning, this exception containing 6 acres, more or less, and being situated in the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 34, and in the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 35, Township 11 North, Range 5 East; AND, LESS AND EXCEPT a parcel of land beginning at the point of intersection of the east line of the W $\frac{1}{2}$  of the E $\frac{1}{2}$  of Section 35, Township 11 North, Range 5 East, with the center line of Federal Aid Project No. S-0519 (13) A, at Highway Survey Station 138 + 09, from said point of beginning run thence south along said east line a distance of 78 feet, more or less, to a point on a line that is 75 feet southerly of and parallel with said center line, thence westerly along said parallel line a distance of 805 feet, more or less, to a point that is 75 feet southerly of and perpendicular to said center line at Station 130 + 00, thence north 88° 08' west a distance of 352.5 feet to a point that is 65 feet southerly of and perpendicular to said center line at Station 126 + 47.69, thence southwesterly along a line that is parallel with and 65 feet southerly of said center line a distance of 1760 feet, more or less, to a point that is 65 feet southerly of and perpendicular to said center line at Station 108 + 86.33, thence south 85° 11' west a distance of 378.2 feet to a point that is 70 feet southerly of and perpendicular to said center line at Station 105 + 06.16, thence southwesterly along a line that is parallel with and southerly of said center line a distance of 70 feet, more or less, to the property line between Samuel Lewis Mansoll, et ux, on the west and grantor on the east, thence north 18° 27' west along said property line, a distance of 72 feet, more or less, to the center of present Mississippi Highway No. 43 (as of January 8, 1966), thence easterly along the center of said present Mississippi Highway No. 43 a distance of 3380 feet, more or less, to the point of beginning, containing 2.17 acres, more or less, exclusive of present Mississippi Highway No. 43 right of way and being situated in the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 35, Township 11 North, Range 5 East, Madison County, Mississippi; AND LESS AND EXCEPT a parcel of land fronting 300.0 feet on the south side of Mississippi Highway No. 43 and being more particularly described as from the northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 34, Township 11 North, Range 5 East, run south for 863.5 feet to the center line of Mississippi Highway No. 43, thence north 62° 15' east along the center line of Mississippi Highway No. 43 for 1425 feet, thence south 53° 12' east for 44.4 feet to the point of beginning, said point of beginning being on the south right of way line of Mississippi Highway No. 43, thence south 15° 26' east for 377.0 feet, thence south 62° 15' west parallel to the south right of way line of Mississippi Highway No. 43 for 300.0 feet, thence north 15° 26' west for 377.0 feet to the south right of way line of said highway, thence north 62° 15' east along said south right of way line for 300.0 feet to the point of beginning, this exception containing 2.6 acres, more or less, and being situated in the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 35, and in the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 34, Township 11 North, Range 5 East, AND, LESS AND EXCEPT all that part of the SE $\frac{1}{4}$  of Section 34, Township 11 North, Range 5 East and all that part of the NE $\frac{1}{4}$  of Section 3, Township 10 North, Range 5 East, which lies west of the public gravel road, this exception containing 115 acres, more or less; AND, LESS AND EXCEPT that certain property lying and being situated in NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 34, Township 11 North, Range 5 East, and partly in NW $\frac{1}{4}$  SW $\frac{1}{4}$ , Section 35, Township 11 North, Range 5 East, Madison County, Mississippi, described as follows: A lot or parcel of land fronting 250 feet on the south side of Mississippi State Highway No. 43, containing 2.1 acres, more or less, and more particularly described as: Commencing at a point on the south right of way line of Mississippi State Highway No. 43, said point being the northwest corner of the Hales property as conveyed by deed recorded in Deed Book 115 at page 394 in the records of the Chancery Clerk of said county, and run south 62° 15' west along the south

BOOK 232 PAGE 430

right of way line of said highway for 50 feet to the point of beginning of the property herein described; thence run south 15° 26' east parallel to said Hales west line for 377 feet to a point; thence south 62° 15' west parallel to said highway for 250 feet to a point; thence north 15° 26' west parallel to said Hales west line for 377 feet to a point on the south right of way line of said highway; thence north 62° 15' east along said right of way line for 250 feet to the point of beginning; AND, LESS AND EXCEPT a parcel of land situated in the SE $\frac{1}{4}$  of Section 34, Township 11 North, Range 5 East, and more particularly described as commencing at the intersection of the East right of way line of a county road which runs in northerly and southerly direction and the south right of way line of what is known as the Canton and Kosciusko Road, and from said point of beginning run southerly along the east line of said county road 70 yards to the point of beginning, thence easterly parallel to the Canton and Kosciusko road a distance of 140 yards to a stake; thence southerly parallel to said county road 70 yards to a point; thence westerly parallel to the south line of said Canton and Kosciusko road 140 yards to a point; thence northerly along the east side of said county road 70 yards to the point of beginning.

BOOK 232 PAGE 431

TRACT 1-B: 49 acres evenly off the east side of the S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 2, Township 10 North, Range 5 East.

TRACT 1-C: E $\frac{1}{2}$  SW $\frac{1}{4}$  less 10 acres off the south end of Section 2, and 30 acres off the west end of the W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 2, all in Township 10 North, Range 5 East.

TRACT 2: All that part of the W $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 35, Township 11 North, Range 5 East that lies north of State Highway No. 43; and 42 acres off of the east side of a tract of land described as: All of that part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  less 2.35 acres off the north end and all of that part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  that lies north of State Highway No. 43, in Section 34, Township 11 North, Range 5 East; and the SW $\frac{1}{4}$  NW $\frac{1}{4}$  less 2.38 acres off the north end thereof in Section 35, Township 11 North, Range 5 East.

TRACT 3: SE $\frac{1}{4}$  of Section 26, Township 11 North, Range 5 East; and the E $\frac{1}{2}$  NW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of Section 35, Township 11 North, Range 5 East, less that part thereof that lies south and east of the Old Natchez Trace Road.

TRACT 4: 30 acres off the north end of the W $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 2, and 30 acres off the north end of the E $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 3, and a tract of land containing 51 acres, more or less, partly in the NE $\frac{1}{4}$  of Section 3 and partly in the NW $\frac{1}{4}$  of Section 2, bounded by a line beginning at a point which is 15 chains west of the southeast corner of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 2, and running thence north 15 chains, thence west 34 chains, thence south 15 chains, thence east 34 chains to the point of beginning, all in Township 10 North, Range 5 East.

All of the above totaling 1173.9 acres, more or less.

The premises herein described and conveyed are subject to a deed of trust thereon made by the undersigned Grantor under date of June 28, 1978, in favor of Equitable Life Insurance Company, recorded in Book 444 at Page 511 of the Land Records of Madison County, Mississippi, securing an indebtedness in the present principal sum of \$373,760.00, together with interest thereon, and the said Grantees herein each hereby assume and agree to pay said indebtedness secured by said Deed of Trust, same being an undivided 1/5th thereof, as and when same becomes due and payable; and for the faithful performance of the obligation assumed and agreed to by each Grantee, Grantor hereby reserves a Vendor's Lien on the hereinabove described property until the said indebtedness assumed by each said Grantee is paid in full. A cancellation of said Deed of Trust will likewise cancel the Vendor's Lien reserved herein.


BOOK 232 PAGE 432

The warranty of this conveyance is subject to any and all outstanding oil, gas and mineral leases, reservations, conveyances or royalty transfers presently of record affecting the above described property.

The warranty of this conveyance is subject to any and all covenants, easements and rights of way appearing of record which may affect the hereinabove described property.

The Grantees herein each agree to pay, when due, an amount equal to 1/5th of the ad valorem taxes due on the subject property for 1987 and subsequent years.

WITNESS the signatures of the undersigned this the 25 day of August, 1987.

  
EMMETT R. ATWOOD

STATE OF MISSISSIPPI  
COUNTY OF WARREN

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named EMMETT R. ATWOOD, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned..

GIVEN under my hand and official seal this the 25 day of August, 1987.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: April 11, 1988

BOOK 232 PAGE 433

GRANTOR(S): Address: P. O. Box 79, Vicksburg, MS 39180

Telephone No. (Res.) 636-2439 (Bus.) 638-1252

GRANTEES: Address: c/o P. O. Box 79, Vicksburg, MS 39180

Telephone No. (Res.) 638-8215 (Bus.) 638-1252

PROPERTY ADDRESS: undeveloped rural property - no address available

CHARGE & RETURN TO: Emmett R. Atwood  
P. O. Box 79  
Vicksburg, MS 39180



Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of September, 1987, at 900 o'clock a M., and was duly recorded in the SEP 28 1987 day of SEP 28 1987, 19....., Book No. 232 on Page 429. In witness my hand and seal of office, this the ..... of SEP 28 1987, 19.....

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



## WARRANTY DEED

10158

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, BILLY V. COOPER, Grantor, do hereby sell, warrant and convey unto PAWAN K. CHANDNA, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

INDEXED

A parcel of land situated in Section 18, Township 9 North, Range 3 East, containing 1 acre more or less, and being more particularly described as beginning at the intersection of the west right of way line of U. S. Highway No. 51 with the north line of Frey Street run South 88 degrees 35 minutes W along the north line of Frey Street 220.08 feet to a point; thence N 18 degrees 06 minutes E 210 feet to a point; thence N 88 degrees 35 minutes E 220.08 feet to a point on the west right of way line of U. S. Highway No. 51; thence S 18 degrees 06 minutes W along the said right of way 210 feet to the point of beginning.

This conveyance is subject to:

1. City of Canton and County of Madison ad valorem taxes for the year 1987, which are to be paid by the Grantee.
2. Existing easements or rights-of-way for public utilities.
3. Prior reservations of interest in oil, gas and other minerals.
4. Zoning, subdivision and governmental regulations and ordinances.

None of the above described property constitutes any part of the Grantor's homestead.

WITNESS MY SIGNATURE, this the 25<sup>th</sup> day of September 1987.

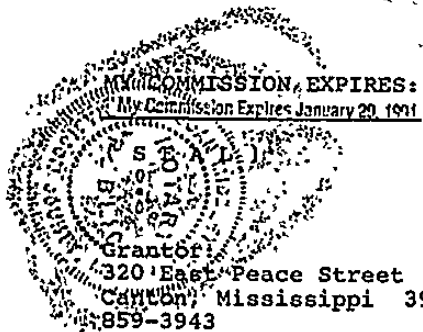
Billy V. Cooper  
BILLY V. COOPER

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 25 day of September, 1987.

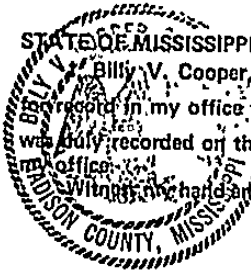
*Jean Middleton*  
NOTARY PUBLIC



Grantee:  
622 North Liberty Street  
Canton, Mississippi 39046  
859-2814

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed and received in my office this 26 day of September, 1987, at 115 o'clock P. M., and was duly recorded on the SEP 29 1987 day of SEP 29 1987, 1987, Book No. 232 on Page 434 in my office.



Witness my hand and seal of office, this the SEP 29 1987 day of SEP 29 1987, 1987.

BILLY V. COOPER, Clerk

By Bodgar, D.C.

CLARIFICATION AND RATIFICATION OF SUBDIVISION PLAT

This document is made and executed for the purpose of INDEXED clarifying and ratifying that certain subdivision Plat of Trace Ridge Subdivision Part 1, a subdivision of property situated in the Southwest quarter (SW $\frac{1}{4}$ ) of Section 20, Township 7 North, Range 2 East, in the City of Ridgeland, Madison County, Mississippi, which subdivision Plat has been filed in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and recorded there in Plat Cabinet C at Slide 11.

The undersigned Owner and Registered Land Surveyor hereby note and point out the following clarifications:

On the face of said Plat there are depicted easements across the fronts of each of the following Lots:

1 through 21, inclusive  
24 through 34, inclusive  
37 through 46, inclusive  
48 through 52, inclusive

Likewise thereon, there are depicted easements across the front and street sides of the following Lots:

22 and 23  
35 and 36  
47, 53, 78, 100

Said easements are hereby further identified as five foot (5') utility easements.

2. The undersigned Owner and Registered Land Surveyor do hereby ratify said subdivision Plat as herein clarified.

WITNESS OUR SIGNATURES, this, the 25th day of September, 1987.

OWNER:

FIRST SOUTHEAST CORPORATION

Kenneth F. Pritchard  
KENNETH F. PRITCHARD, PRESIDENT

REGISTERED LAND SURVEYOR:

Philip L. Browning  
PHILIP L. BROWNING  
REGISTRATION NO. 1582

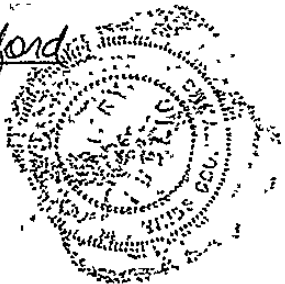
STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 232 PAGE 437

Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named KENNETH F. PRITCHARD who acknowledged that he is President of First Southeast Corporation, 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 Clarification and Ratification of Subdivision Plat 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 25<sup>th</sup> day of September, 1987.

Joni Bennett Alford  
NOTARY PUBLIC



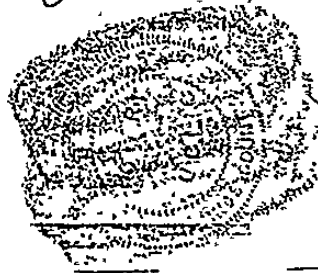
My commission expires:  
My Commission Expires June 25, 1990.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named PHILLIP L. BROWNING who acknowledged to me that he signed and delivered the above and foregoing Clarification and Ratification of Subdivision Plat on the day and in the year therein mentioned as his own free act and deed.

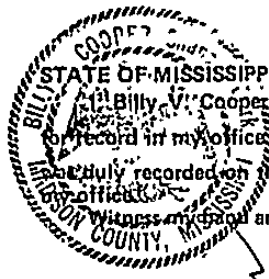
Given under my hand and official seal of office, this, the 25<sup>th</sup> day of September, 1987.

Joni Bennett Alford  
NOTARY PUBLIC



My commission expires:  
My Commission Expires June 25, 1990.

-2-



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of September, 1987, at 1:40 o'clock P. M., and was duly recorded on the 28 day of SEP 29, 1987, 1987, Book No 232 on Page 436. in my office and seal of office, this the SEP 29, 1987, 1987.

BILLY V. COOPER, Clerk

By B. Edgar, D.C.

CORRECTION AND RATIFICATION OF SUBDIVISION PLAT

This instrument is made and executed for the purpose of correcting and ratifying that certain subdivision plat of FIFTY ONE PLAZA, a subdivision of certain property situated in the Southwest quarter (SW $\frac{1}{4}$ ) of Section 30, Township 7 North, Range 2 East, in the City of Ridgeland, Madison County, Mississippi, which subdivision plat has been filed in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and recorded there in Cabinet C at Slide 14.

The undersigned Owner and Registered Land Surveyor do hereby correct said Plat as follows and ratify same as corrected:

1. The note on the Plat defining the sanitary sewer main on Lots 6 & 7 is hereby amended to and does now read as follows:

Upon completion and re-location of sanitary sewer main along the West side of Lots 6 & 7 and the South side of Lot 7, the existing 15 foot sanitary sewer easement shall be vacated and returned to property owners.

2. It should be noted that said sanitary sewer main has now been re-located and completed along the West side of Lots 6 & 7 and the South side of Lot 7. There is hereby reserved and dedicated a 15 foot wide sanitary sewer easement along, adjacent to and immediately East of the West line of Lots 6 & 7 and along, adjacent to and immediately North of the South line of Lot 7. The sanitary sewer easement on Lots 6 & 7 as shown on the face of said Plat as originally recorded is hereby vacated.

3. The Owners Certificate of Ownership and Dedication is hereby amended to read as follows:

OWNER'S CERTIFICATE OF OWNERSHIP AND DEDICATION  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

I, Kenneth F. Pritchard, hereby certify that I am the Owner of the Property shown on the Plat and described in the Certificate of Homer D. Lang, Registered Land Surveyor, appearing hereon; have caused the same to be subdivided and platted as shown; and the property is a part of those tracts as recorded in Deed Book 204 at Page 655, Deed Book 204 at Page 659, Deed Book 226 at Page 72, Deed Book 202 at Page 686, and Deed Book 200 at Page 79, in the office of the Chancery Clerk of Madison County, Mississippi; and that I hereby adopt this plan of subdivision with my free consent, and dedicate all streets, alleys, walks,

parks and other open spaces to public use or to private use as noted.

4. The undersigned Owner and Registered Land Surveyor do hereby ratify said subdivision Plat as amended.

WITNESS OUR SIGNATURES, this, the 25th day of September, 1987.

OWNER:

Kenneth F. Pritchard  
KENNETH F. PRITCHARD

REGISTERED LAND SURVEYOR:

Homer D. Lang  
HOMER D. LANG  
REGISTRATION NO. 1697

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named KENNETH F. PRITCHARD who acknowledged to me that he signed and delivered the above and foregoing Correction and Ratification of Subdivision Plat on the day and in the year therein mentioned as his own free act and deed.

Given under my hand and official seal of office, this, the 25th day of September, 1987.

Imi Bennett Alford  
NOTARY PUBLIC

My commission expires:  
My Commission Expires June 25, 1990



STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HOMER D. LANG who acknowledged to me that he signed and delivered the above and foregoing Correction and Ratification of Subdivision Plat on the day and in the year therein mentioned as his own free act and deed.

Given under my hand and official seal of office, this, the 25th day of September, 1987.

Joni Bennett Alford  
NOTARY PUBLIC

My commission expires: June 25, 1990



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 28 day of September, 1987, at 1:40 o'clock P..M., and was duly recorded on the SEP 29 1987 day of SEP 29 1987, 1987, Book No. 232 on Page 438.

Witness my hand and seal of office, this the SEP 29 1987 of SEP 29 1987, 1987.

BILLY V. COOPER, Clerk

By B. Edgar D.C.



BOOK 232 PAGE 441

INDEXED

10162

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Robert W. Thomas, Grantor, does hereby sell, convey and warrant to Livingston & Pear Orchard Properties, a Mississippi general partnership, Grantee, the following described land and property situated in Madison County, Mississippi, to-wit:

Being situated in the SW 1/4 of the SW 1/4 of Section 32, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at an iron bar marking the intersection of that certain boundary between Rhodes and Cabell, established by Court Decree No. 15616 and of record in the Chancery records of Madison County, Mississippi, in Deed Book 68 at Page 376, with the present (October, 1983) east right of way line of Pear Orchard Road, run thence South 0 degrees, 10 minutes, 15 seconds East, along the said east right of way line of Pear Orchard Road, 798.52 feet to an iron bar marking the point of beginning for the property herein described; run thence North 89 degrees, 48 minutes, 21 seconds East, 210.00 feet; run thence South 0 degrees, 10 minutes, 15 seconds East 150.00 feet; run thence South 89 degrees, 48 minutes, 21 seconds West, 210.00 feet to the aforesaid east right of way line of Pear Orchard Road; run thence North 0 degrees, 10 minutes, 15 seconds West, along the said east right of way line of Pear Orchard Road, 150.00 feet to the point of beginning. Containing 31,500 square feet, more or less.

Together with an appurtenant easement for that part of the loading dock which extends onto the property of Countryside Associates, Ltd., recorded in Book 217 at Page 612.

This conveyance and the warranty hereof are made subject to the following:

1. Ad valorem taxes for the year 1987 constitute a lien upon the subject property, although not yet due and payable.
2. Zoning laws and regulations of the City of Ridgeland and Madison County, Mississippi.
3. Any oil, gas and other minerals in, on or under the subject property reserved or conveyed by prior owners.
4. Lease Agreement executed by Robert W. Thomas to Connell's Furniture Company, Inc. dated October 8, 1986, a



memorandum of which was filed October 13, 1986, at 9:00 a.m., and recorded in Book 602 at Page 494.

5. Right of Way for the purpose of widening Pear Orchard Road executed by Lenn Christie and Carroll Christie to Madison County, Mississippi, dated August 19, 1973, filed for record May 7, 1974, and recorded in Book 135 at Page 597.

6. Easement in favor of Mississippi Power and Light Company recorded in Book 52 at Page 115.

7. Boundary Line Agreement between Countryside Associates and B. E. Hutto, et al., dated March 20, 1984, filed May 31, 1984, at 4:40 p.m., recorded in Book 196 at Page 715.

8. Agreement to pay one-half the expense of maintaining fence, as referenced in instrument recorded in Book 217 at Page 612.

9. Mutual Release between Robert W. Thomas, Countryside Associates, Ltd. and Laws Construction Co., Inc. dated August 30, 1985.

10. Settlement Agreement between Robert W. Thomas, Countryside Associates, Ltd. and Laws Construction Co., Inc. dated August 30, 1985.

11. Right of way for public road purposes executed by Pear Orchard Square, Inc. to Madison County, Mississippi dated August 22, 1973 and recorded in Book 135 at Page 601, which relates only to the easement appurtenant to the subject property.

12. Deed of Trust executed by Countryside Associates to Harvey Wagar, Trustee for Hibernia National Bank, Beneficiary, dated August 6, 1986, and filed for record August 7, 1986, at 10:40 a.m., and recorded in Book 596 at Page 724, securing an indebtedness in the original principal amount of \$1,500,000.00, said indebtedness being finally due and payable July 7, 1993, which relates only to the easement appurtenant to the subject property.

13. UCC executed by Countryside Associates to Hibernia National Bank, Beneficiary, filed for record August 7, 1986, at

10:40 a.m., and recorded in Book 596 at Page 734, which relates only to the easement appurtenant to the subject property.

It is understood and agreed that the ad valorem real property taxes for the subject property for 1987 have been prorated between Grantor and Grantee on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then Grantor agrees to pay Grantee any additional amounts due, and Grantee agrees to pay Grantor any amounts overpaid.

IN WITNESS WHEREOF, this instrument has been executed on this the 25 day of Sept, 1987.

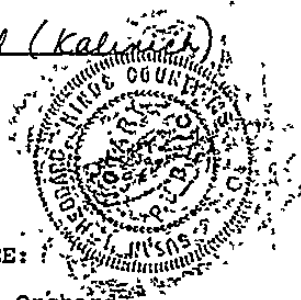
Robert W. Thomas  
Robert W. Thomas

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Robert W. Thomas, duly identified before me, who acknowledged that he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned.

Given under my hand and official seal on this the 25th day of September, 1987.

Susan M. Hubbard (Kalinick)  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires Jan. 22, 1990

ADDRESS OF GRANTOR:

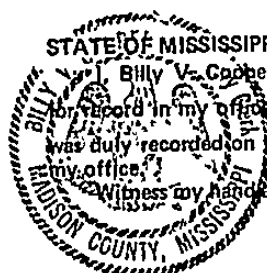
Robert W. Thomas  
P.O. Box 5163  
Jackson, Ms  
39215

BUSINESS PHONE: none  
RESIDENCE PHONE: 601-856-6506

ADDRESS OF GRANTEE:

Livingston & Pear Orchard  
Properties  
P.O. Box 13917  
Jackson, MS 39236

BUSINESS PHONE: 601-956-0700  
RESIDENCE PHONE: NONE



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of September, 1987, at 2:35 o'clock P. M., and was duly recorded on the 28 day of SEP 29 1987, 1987, Book No 232 on Page 441 in my office, Witness my hand and seal of office, this the 29 day of SEP 29 1987, 1987.

BILLY V. COOPER, Clerk

By Bedgar, D.C.

C

INDEXED

BOOK 232 PAGE 444

10169

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, and for the further consideration of the assumption by Grantee, and Grantee's agreement to pay as and when due, the balance of that certain indebtedness owing unto Mid State Mortgage Company, and/or its assigns, which said indebtedness is secured by a Deed of trust on the property hereinafter described, dated August 24, 1977, recorded in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, the undersigned Grantor, to wit: THOMAS E. DEMENT, in compliance with a Final Judgment of Divorce entered in Cause No. 27-392 in the Chancery Court of Madison County, Mississippi, on August 5, 1985, does hereby sell, convey and quitclaim unto CATHEREEN SHUEMAKER DEMENT, all of his right, title and interest in and to the following described land and property, lying and being situated in Madison County, Mississippi, to wit:

Lot 31, LAKELAND ESTATES, Part 3, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at page 28, reference to which map or plat is hereby made in aid of and as a part of this description.

For the same consideration as cited herein, Grantor further conveys and assigns unto Grantee all escrow funds now on deposit with the above mortgagee and/or its assigns, for the payment of insurance and taxes, together with the unexpired portion of any insurance policies on said Property, and Grantee assumes and agrees to pay all ad valorem taxes for the current year, 1987.

Further, Grantor hereby retains a vendors lien against said property in the sum of \$7,000.00 to secure the payment of said sum pursuant to the terms of that certain Separation,

Child Custody and Child Support Agreement entered unto by Grantor and Grantee on July 11, 1985.

WITNESS MY SIGNATURE on this the 12<sup>th</sup> day of May, 1987.

Thomas E. Dement  
THOMAS E. DEMENT

STATE OF MISSISSIPPI  
COUNTY OF Madison

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 12<sup>th</sup> day of May, 1987.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 23, 1989  
GRANTOR:  
Thomas E. Dement  
Forest, MS 39074

GRANTEE:  
Catherine Shuemaker Dement  
641 Ralde Circle  
Ridgeland, MS 39157

C2051112  
5056/6705

856-4275

469-3401

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 this 20 day of September, 1987, at 3:35 o'clock P. M., and was duly recorded on the 20 day of September, 1987, Book No. 232 on Page 445 in my office.  
Witness my hand and seal of office, this the 20 day of September, 1987.  
SEP 29 1987  
BILLY V. COOPER, Clerk  
By B. Edgar D.C.

INDEXED

BOOK 232 PAGE 446

10170

STATE OF MISSISSIPPI  
COUNTY OF MADISON

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, ANGIE FAYE ADAMS SMITH, do hereby convey and quitclaim unto JOHN HARRY SMITH the following described real property situated in Madison County, Mississippi, to wit:

Lot 89, STONEGATE SUBDIVISION, PART II a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton Mississippi in Plat Book B at page 28 reference to which map or plat is here made in aid of and as a part of this description.

WITNESS MY SIGNATURE this 20<sup>th</sup> day of August, 1987

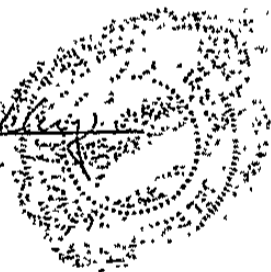
*Angie Faye Adams Smith*  
ANGIE FAYE ADAMS SMITH

STATE OF MISSISSIPPI  
COUNTY OF Madison

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

ISSUED UNDER MY HAND AND OFFICIAL SEAL this 28 day of August, 1987.

*Selma Oakley*  
Notary Public



My Commission Expires:  
by Expiration Date of 1.1.89

GRANTOR: ANGIE FAYE ADAMS SMITH  
141 Stonegate Drive  
Madison, MS 39110  
(601) 856-3609

GRANTEE: JOHN HARRY SMITH  
P. O. Box 188  
Madison, MS 39110  
(601) 856-2400

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 and recorded in my office this 28 day of September, 1987, at 4:15 o'clock P. M., and was duly recorded on the SEP 29 1987 day of SEP 29 1987, 1987, Book No 232 on Page 446 in my office.



Witness my hand and seal of office, this the 28 day of September, 1987.  
BILLY V. COOPER, Clerk  
By B. Edgar D.C.

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, GUY McCARDLE and wife, JEAN McCARDLE, do hereby sell, convey and warrant unto MICHAEL L. BLANKENSHIP, and wife, PATRICIA P. BLANKENSHIP, as joint tenants with full rights of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

A parcel of land lying and being situated in the SE-1/4 of Section 3, and in the NE-1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at an iron pin representing the NE Corner of the SE-1/4 of the NE-1/4 of the SE-1/4 of Section 3, Township 7 North, Range 2 East, and thence run North 89 degrees 49' West for a distance of 30.00 feet to the Western Right of Way Line of Old Canton Road; thence run South 01 degrees 24' West along said Right of Way line for a distance of 513.3 feet, thence run South 00 degrees 57' West for a distance of 1369.20 feet along said Right of Way Line to the Point of Beginning. Thence continue South 00 degrees 57' West along said Right of Way line for a distance of 230.77 feet; thence run North 89 degrees 03' West for a distance of 759.82 feet; thence run North 03 degrees 20' East for a distance of 230.97 feet; thence run South 89 degrees 03' East for a distance of 750.22 feet to the Point of Beginning containing 4.0 Acres, more or less.

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 assigns any deficit on an actual proration, and likewise the Grantees agree to pay to the Grantors or assigns any amount overpaid by it.

BOOK 232 PAGE 448

WITNESS THE SIGNATURES of the Grantors, this the 25th day of September, 1987.

Guy McCordle  
GUY MCCARDLE

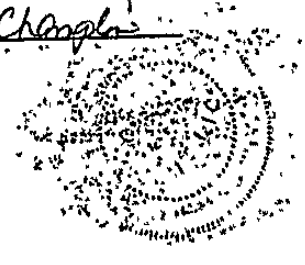
Jean McCordle  
JEAN MCCARDLE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Guy McCordle and wife, Jean McCordle, who signed and delivered the above and foregoing instrument on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and seal of office, this the 25th day of September, 1987.

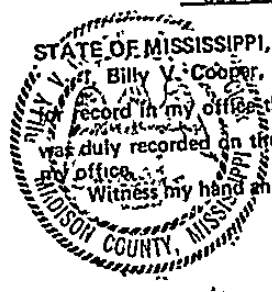
Mary Elizabeth Chapple  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
My Commission Expires Sept. 11, 1990

Grantors' Address:  
Rt. 3, Box 192-A  
Canton, MS 39046  
Phone: 856-3631 (work & home)

Grantees' Address:  
529 Sycamore Circle  
Madison, MS 39110  
Phone: 957-3200 (work)  
856-5347 (home)



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
record in my office this 29 day of September 19 87, at 900 o'clock A M., and  
was duly recorded on the SEP 30 1987 day of SEP 30 1987, 19 87, Book No. 232 on Page 447. in  
my office.

Witness my hand and seal of office, this the SEP 30 1987 of SEP 30 1987, 19 87.

BILLY V. COOPER, Clerk

By B. Edgar, D.C.

WARRANTY DEED

INDEXED  
10182

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, and for the further consideration of the assumption on the part of the Grantees herein of that certain Deed of Trust in favor of Mid State Mortgage Co., dated May 30, 1975, recorded in Book 410 at Page 811 of the hereinafter mentioned records, the undersigned MICHAEL L. BLANKENSHIP and wife, PATRICIA P. BLANKENSHIP, do hereby sell, convey and warrant unto GUY D. McCARDLE and wife, JEAN W. McCARDLE, as joint tenants with the full rights of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot Fifty-five (55), PEAR ORCHARD SUBDIVISION, PART IV, 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 53 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

GRANTORS herein do hereby transfer and set over unto the Grantees all escrow funds creditable to this account.

GRANTEES herein by acceptance of this conveyance assume and agree to pay all ad valorem taxes for the year 1987 and subsequent years.

WITNESS THE SIGNATURES of the Grantors, this the 25th day of September, 1987.

  
MICHAEL L. BLANKENSHIP

  
PATRICIA P. BLANKENSHIP



BOOK 232 PAGE 450

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Michael L. Blankenship and wife, Patricia P. Blankenship, 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 25th day of September, 1987.

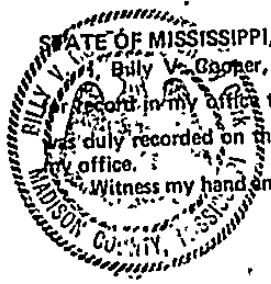
*Mary Elizabeth Champion*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
My Commission Expires Sept. 11, 1990

Grantors' Address:  
529 Sycamore Circle  
Madison, MS 39110  
Phone: 957-3200 (work)  
856-5347 (home)

Grantees' Address:  
Rt. 3, Box 192-A  
Canton, MS 39046  
Phone: 856-3631 (home & work)



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 this 29 day of September, 1987, at 9:00 o'clock PM, and  
was duly recorded on the SEP. 30. 1987 day of SEP. 30. 1987, 19....., Book No. 232 on Page 449 in  
my office.

Witness my hand and seal of office, this the SEP. 30. 1987 of SEP. 30. 1987, 19.....  
BILLY V. COOPER, Clerk  
By B. Edgar....., D.C.

CORRECTION  
WARRANTY DEED

10184

INDEXED

FOR AND IN CONSIDERATION of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **TIMOTHY L. SULLIVAN AND WIFE, PAMELA G. SULLIVAN** hereby sell, convey and warrant unto **TIMOTHY L. SULLIVAN AND WIFE, PAMELA G. SULLIVAN**, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in Madison, County, Mississippi, to wit:

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

ADVALOREM taxes for the current year have been prorated between the parties hereto, and grantees assume payment thereof.

THIS CONVEYANCE and the warranty hereof is subject to covenants, building restrictions, rights of way, easements, mineral reservations, and mineral conveyances of record.

WITNESS the signatures of the Grantors, this the 25TH day of SEPTEMBER 1987.

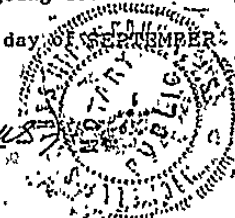
*Timothy L. Sullivan* *Pamela G. Sullivan*  
TIMOTHY L. SULLIVAN PAMELA G. SULLIVAN

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, **TIMOTHY L. SULLIVAN AND WIFE, PAMELA G. SULLIVAN** who acknowledged that They signed and delivered the foregoing deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25TH day of SEPTEMBER 1987.

*Nicholas Shawn Klaus*  
NOTARY PUBLIC

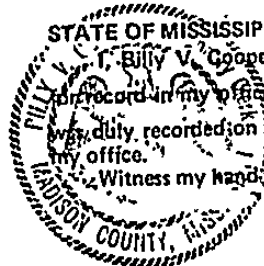


My Commission Expires:  
My Commission Expires Sept 24, 1990

GRANTOR'S ADDRESS: 409 Oak Leaf Court, Ridgeland, MS 39157 H-856-9085 O-355-0585  
GRANTEE'S ADDRESS: 409 Oak Leaf Court, Ridgeland, MS 39157

H-856-9085  
O-355-0585

STATE OF MISSISSIPPI, County of Madison:  
I, **Billy V. Cooper**, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of September, 1987, at 9:00 o'clock a M., and was duly recorded on the 29 day of SEP. 30 1987, 19....., Book No 232 on Page 451 in my office. Witness my hand and seal of office, this the..... of..... SEP 30 1987, 19.....  
**BILLY V. COOPER**, Clerk  
By B. Edgar....., D.C.



INDEXED 1-1-87

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, SUMMIT VILLAGE DEVELOPMENT COMPANY, a Mississippi General Partnership, Grantor, does hereby sell, convey and warrant unto OARDALE HOMES, INC., Grantee, the following described land and property situated in Madison County, Mississippi, being more particularly described as follows:

Lot 5, Summit Village, a subdivision according to a map or plat thereof filed of record in the office of the Chancery Clerk of Madison County, Mississippi, in Cabinet C, Slide 5, reference to which is hereby made for incorporation herein.

This conveyance and Grantor's warranty of title, however, are subject to the following reservations, exceptions, liens and encumbrances:

1. Those certain protective covenants recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Book 621 at Page 290.

2. Ad valorem taxes for the year 1987, which constitute a lien against subject property, but which are not yet payable. Said taxes shall be prorated by and between Grantor and Grantee as of the date of closing.

3. A ten foot (10') utility easement along the Northeast side of the subject property, as shown on the recorded plat.

4. A ten foot (10') easement for stormwater drainage on the front, either side and rear of subject property as shown on the covenants.

5. Any valid and subsisting oil, gas or mineral leases, royalty reservations or conveyances affecting the subject property.

Possession of the property herein conveyed shall be delivered by Grantor to Grantee as of the date of execution hereof.

SUMMIT VILLAGE DEVELOPMENT COMPANY,  
A Mississippi General Partnership,

BY: JAL PARTNERS, INC., Managing  
Partner

BY: DWBLACKMON  
DONALD W. BLACKMON, President

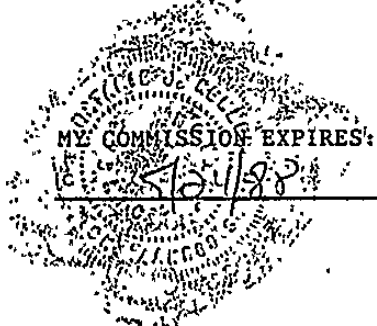
STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 232 PAGE 453

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JAL PARTNERS, INC., by DONALD W. BLACKMON, who states that he is President of JAL PARTNERS, INC., which is Managing Partner of Summit Village Development Company, a Mississippi General Partnership, and who acknowledged to me that he signed and delivered the foregoing Warranty Deed as its act and deed, first being authorized so to do, on the day and year therein mentioned.

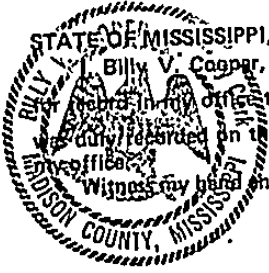
GIVEN UNDER MY HAND and official seal of office, this 25<sup>th</sup> day of September, 1987.

Natalie J. Keller  
NOTARY PUBLIC



SUMMIT VILLAGE DEVELOPMENT COMPANY,  
A Mississippi General Partnership, Grantor  
c/o Donald Blackmon  
Post Office Box 16963  
Jackson, Mississippi 39236  
(601) 992-1961

OAKDALE HOMES, INC., Grantee  
c/o Dale Holley  
395 Fannin Landing Circle  
Brandon, Mississippi 39042  
(601) 829-1689



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 29 day of September, 1987, at 9:00 o'clock a M., and  
duly recorded in the SEP 30 1987 day of SEP 30 1987, 1987, Book No. 232 on Page 452 in  
Witness my hand and seal of office, this the SEP 30 1987 of SEP 30 1987, 1987.

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

BOOK 232 PAGE 454  
WARRANTY DEED

INDEXED

190

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, MADCO PARTNERSHIP, a General Partnership, by these presents, does hereby sell, convey and warrant unto RIVES & COMPANY, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

Lot Fifty-seven (57), of Oak Hollow Subdivision, according to the map thereof which is of record in the Office of the Chancery Clerk of Madison County, at Canton, Ms., in Plat Cabinet "C" at Slot 12, reference to which is hereby made.

Subject lot is a part of a larger "acreage" tract, record title to which is vested in Grantor by Warranty Deed dated May 12, 1986, recorded Book 215 Page 518.

This conveyance and its warranty is subject only to title exceptions, namely:

1. "Acreage" ad valorem taxes for the Year 1987, which shall be paid in their entirety by the Grantor. Grantee shall pay Year 1988 taxes, and forward.

2. R.O.W. dated February 12, 1979, Madridge Land Company, Ltd., to Bear Creek Water Association, Book 160 Page 858, for a water line.

3. 1/2 of all oil, gas and mineral rights in, on and under subject property, reserved in Warranty Deed dated April 9, 1984, Book 195 Page 331. Remainder of all oil, gas and mineral rights lying 1,000 ft. below the surface, or more, heretofore severed by Mineral Deed dated March 31, 1987, Book 226 Page 276.

4. Drainage, utility, landscape and other easements, if any, as indicated by the recorded plat of subdivision.

5. Restrictive covenants dated August 14, 1987, recorded Book 629 Page 111.

Subject property has never been, and is not now, any part of the homestead of the Grantor or its partners.

The aforementioned Grantor, acting by two of its within named partners, executes this deed pursuant to the authority vested in

them on May 12, 1986, as recorded Book 215 Page 518.

WITNESS the hand and signature of the Grantor hereto affixed on this the 25 day of ~~August~~ <sup>SEPTEMBER</sup>, 1987.

MADCO PARTNERSHIP, a General Partnership

BY: [Signature] and W. S. Terney  
RALPH E. RIVES, Partner W. S. TERNEY, Partner

BOOK 232 PAGE 455

STATE OF MISSISSIPPI, COUNTY OF MADISON:

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, within my jurisdiction, the within named Ralph E. Rives, Partner, and W. S. Terney, Partner, of MADCO PARTNERSHIP, a General Partnership, who as such partners acknowledged before me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth as the act and deed of said partnership, they being first duly authorized so to do.

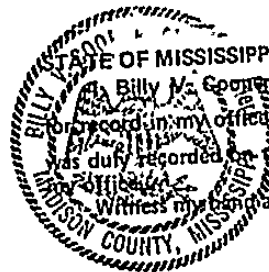
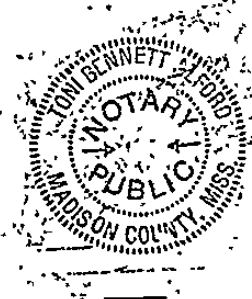
GIVEN under my hand and the official seal of my office on this the 25 day of ~~August~~ <sup>September</sup>, 1987.

Joni Bennett Alford  
NOTARY PUBLIC

My Comm. Expires: My Commission Expires June 25, 1990

Grantor M/A: One Woodgreen Place, Suite 215, Madison, Ms. 39110  
Tel. No: 856-2808

Grantee M/A: One Woodgreen Place, Madison, Ms. 39110  
Tel. No. 856-2808



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of September, 1987, at 900 o'clock 2 M., and was duly recorded on the 29 day of September, 1987, Book No 232 on Page 454 in SEP 30 1987

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

C

BOOK 232 PAGE 456  
WARRANTY DEED

INDEXED 10193

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, MADCO PARTNERSHIP, a General Partnership, by these presents, does hereby sell, convey and warrant unto RIVES & COMPANY, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

Lot Sixteen (16), of Oak Hollow Subdivision, according to the map thereof which is of record in the Office of the Chancery Clerk of Madison County, at Canton, Ms., in Plat Cabinet "C" at Slot 12, reference to which is hereby made.

Subject lot is a part of a larger "acreage" tract, record title to which is vested in Grantor by Warranty Deed dated May 12, 1986, recorded Book 215 Page 518.

This conveyance and its warranty is subject only to title exceptions, namely:

1. "Acreage" ad valorem taxes for the Year 1987, which shall be paid in their entirety by the Grantor. Grantee shall pay Year 1988 taxes, and forward.
2. R.O.W. dated February 12, 1979, Madridge Land Company, Ltd., to Bear Creek Water Association, Book 160 Page 858, for a water line.
3. 1/2 of all oil, gas and mineral rights in, on and under subject property, reserved in Warranty Deed dated April 9, 1984, Book 195 Page 331. Remainder of all oil, gas and mineral rights lying 1,000 ft. below the surface, or more, heretofore severed by Mineral Deed dated March 31, 1987, Book 226 Page 276.
4. Drainage, utility, landscape and other easements, if any, as indicated by the recorded plat of subdivision.
5. Restrictive covenants dated August 14, 1987, recorded Book 629 Page 111.

Subject property has never been, and is not now, any part of the homestead of the Grantor or its partners.

The aforementioned Grantor, acting by two of its within named partners, executes this deed pursuant to the authority vested in

them on May 12, 1986, as recorded Book 215 Page 518.

WITNESS the hand and signature of the Grantor hereto affixed on this the ~~25th~~ <sup>29th</sup> day of ~~August~~ <sup>September</sup>, 1987.

MADCO PARTNERSHIP, a General Partnership

BY: [Signature], and W. S. Terney  
RALPH E. RIVES, Partner W. S. TERNEY, Partner

BOOK 232 PAGE 457

STATE OF MISSISSIPPI, COUNTY OF MADISON:

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, within my jurisdiction, the within named Ralph E. Rives, Partner, and W. S. Terney, Partner, of MADCO PARTNERSHIP, a General Partnership, who as such partners acknowledged before me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth as the act and deed of said partnership, they being first duly authorized so to do.

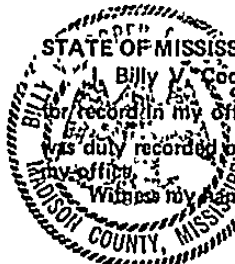
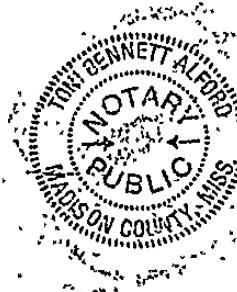
GIVEN under my hand and the official seal of my office on this the 29th day of ~~August~~ <sup>September</sup>, 1987.

Joni Bennett Alford  
NOTARY PUBLIC

My Comm. Expires: my Commission Expires June 25, 1990

Grantor H/A: One Woodgreen Place, Suite 215, Madison, Ms. 39110  
Tel. No: 856-2808

Grantee H/A: One Woodgreen Place, Madison, Ms. 39110  
Tel. No. 856-2808



STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of September, 1987, at 900 o'clock a M., and was duly recorded on the SEP 30 1987 day of SEP 30 1987, 1987, Book No. 232 on Page 456 in my office, Witness my hand and seal of office, this the SEP 30 1987 day of SEP 30 1987, 1987.

BILLY V. COOPER, Clerk

By [Signature], D.C.



BOOK 232 PAGE 458

BOOK 108 PAGE 567

FILED  
THIS DATE  
SEP 22 1987  
BILLY V. COOPER  
CHANCERY CLERK  
BY *[Signature]*

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

JACK E. BEAL AND  
ALAN P. ARNETT

PLAINTIFFS/  
COUNTERDEFENDANTS

1032i

VS.

CIVIL ACTION, -FILE NO. 28-396

D & T CORPORATION AND  
GENE LEVY d/b/a D & T CORPORATION

DEFEDANT/  
COUNTERPLAINTIFF

AGREED JUDGMENT

THIS ACTION came on to be heard this day upon the Amended Complaint To Remove Cloud Upon Title filed by plaintiffs and upon the Answer and Counter-Claim thereto filed by the defendant, D. & T Corporation; and the parties, by and through their respective attorneys, having announced to the Court that all of the parties had agreed to the entry of an Agreed Judgment disposing of all of the issues raised by said amended complaint and said answer and counter-claim thereto; and the Court having considered the same and being fully advised within the premises is of the opinion and does hereby find and adjudicate as follows, to-wit:

1. This Court has jurisdiction of both the parties and the subject matter.
2. D & T Corporation is not now nor has the same ever been a lawfully incorporated corporation in being. Rather, D & T Corporation is the trade or firm name of defendant, Gene Levy, a non-resident of the State of Mississippi, whose post office address and street address is 265 South Locust Street, Denver, Colorado.
3. By warranty deed dated October 10, 1976, and recorded in Deed Book 147 at page 384, Heritage Corporation conveyed to C. A. Gibeaut, Inc., the following described real property, lying and being situated in Madison County, Mississippi, to-wit:

Part of the North Half of the Northeast Quarter of Section 9, T8N, R2E, Madison County, Mississippi.

Rec. in Book 108 Page 567  
The 22 day of Sept 1987  
Billy V. Cooper C.C.  
By *[Signature]* D.C.

described as follows: Beginning at the Northwest corner of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{2}$  of Section 9, T8N, R2E, Madison County, Mississippi, and running thence N 89° 40' E, 1268.8 feet to the point of beginning; thence South 1293.1 feet, said point being on the north line of the County Road (gravel), running thence along said north line of said County road West 317.0 feet; thence leaving said road and running North, 1291.4 feet; thence East 317.2 feet, said point being the point of beginning, being parcel No. 7 on the plat recorded in Book 126, Page 263 of record in the office of the Chancery Clerk of Madison County, Mississippi.

LESS AND EXCEPT and undivided 2/3rds interest in and to all oil, gas and other minerals in, on and under the subject property.

4. The Madison County ad valorem taxes upon the above described property for the year 1977 were not paid and on September 18, 1978, Z. H. Poole, Madison County Tax Assessor and Collector, sold the above described real property, lying and being situated in Madison County, Mississippi, to D & T Corporation, which was not a duly incorporated corporation in being, but which was instead the trade or firm name of defendant, Gene Levy.

5. No redemption from this tax sale ever occurred and on September 30, 1980, Billy V. Cooper, in his capacity as Chancery Clerk of Madison County, Mississippi, executed and delivered a tax deed to D & T Corporation, a non-existent entity, which instrument is recorded in Deed Book 171 at page 467 in the office of the Chancery Clerk of Madison County, Mississippi. The legal description used in said tax deed is as follows, to-wit:

Parcel 7 (9.42A) out N $\frac{1}{2}$  NE $\frac{1}{2}$ , Section 9  
Township 8 North, Range 2 East, Madison  
County, Mississippi.

6. By warranty deed dated August 9, 1982; and recorded in Deed Book 183 at page 38, C. A. Gibeaut, Inc., conveyed the subject property to the plaintiffs.

7. The above referenced tax deed, recorded in Deed Book 171 at page 467 is void and of no legal effect or consequence whatsoever because no person or legal entity is designated as the grantee in said tax deed.

8. This agreed judgment should be filed for record in the deed books among the land records in the office of the Chancery Clerk of Madison County, Mississippi, but that the filing of this Agreed Judgment in the final record books should be dispensed with.

9. All relief requested in the Counter-Claim filed in this action by D & T Corporation should be denied.

IT IS THEREFORE ORDERED AND ADJUDGED that tax deed dated September 30, 1980, recorded in Deed Book 171 at page 467, executed by Billy V. Cooper in his capacity as Chancery Clerk of Madison County, Mississippi, to D & T Corporation be and the same is hereby declared to be void and of no legal consequence or effect whatsoever for the reasons hereinabove set forth; and said tax deed be and the same is hereby cancelled and removed as a cloud upon the rightful title of plaintiffs, Jack E. Beal and Alan P. Arnett, to the following described real property, lying and being situated in Madison County, Mississippi; to-wit:

Part of the North Half of the Northeast Quarter of Section 9, T8N, R2E, Madison County, Mississippi, described as follows: Beginning at the Northwest corner of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 9, T8N, R2E, Madison County, Mississippi, and running thence N 89° 40' E, 1268.8 feet to the point of beginning, thence South 1293.1 feet, said point being on the north line of the County Road (gravel), running thence along said north line of said County Road, West 317.0 feet; thence leaving said road and running North, 1291.4 feet; thence East 317.2 feet, said point begin the point of beginning, being parcel No. 7 of a plat recorded in Book 126, Page 263 of record in the office of the Chancery Clerk of Madison County, Mississippi.

LESS AND EXCEPT an undivided  $\frac{2}{3}$  interest in and to all oil, gas and other minerals in, on and under the subject property.

IT IS FURTHER ORDERED AND ADJUDGED that the Counter-Claim filed in this action by D & T Corporation be, and the same is hereby dismissed with prejudice.

IT IS FURTHER ORDERED AND ADJUDGED that this agreed judgment be recorded in the deed books among the land records in the office of the Chancery Clerk of Madison

BOOK 232 PAGE 461

BOOK 108 PAGE 570


County, Mississippi, but that the filing of this Agreed Judgment in the final record books is hereby dispensed with.


IT IS FURTHER ORDERED AND ADJUDGED that all court cost occurred in this action be, and the same are hereby taxes to the plaintiffs, for which let execution issue.

SO ORDERED AND ADJUDGED, this the 22<sup>nd</sup> day of September, 1987.

  
C H A N C E L L O R

AGREED:

  
J. M. RITCHEY, ATTORNEY FOR  
PLAINTIFFS, JACK E. BEAL AND  
ALAN P. ARNETT

  
GEORGE DEWEY HEMBRDE,  
ATTORNEY FOR DEFENDANT, GENE  
LEVY, d/b/a D & T CORPORATION

GRANTOR:

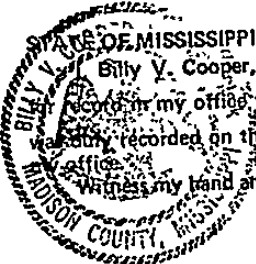
Gene Levy  
265 So. Locust Street  
Denver, Colorado 80220  
Home Phone: (303) 321-6655  
Work Phone: \_\_\_\_\_

GRANTEES:

Jack E. Beal  
1563 Ponce de Leon Drive  
Ft. Lauderdale, Florida 33316  
Home Phone: (305) 523-2973  
Work Phone: \_\_\_\_\_

and

A. P. Arnett  
P. O. Box 850  
East Palatka, Florida 32031  
Home Phone: (904) 328-7553  
Work Phone: \_\_\_\_\_



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 29<sup>th</sup> day of September, 1987, at 11:00 o'clock a. M., and  
recorded on the OCT 01 1987 day of OCT 01 1987, 19....., Book No 232 on Page 458 in  
witness my hand and seal of office, this the ..... of ..... 19.....

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

10323

BOOK 232 PAGE 463

INDEXED

STATE OF MISSISSIPPI  
COUNTY OF MADISON

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the assumption of all indebtedness as evidenced by deed of trust of record in Book 451 at page 266, in the records of mortgages and deeds of trust on land in Madison County, Mississippi, we, JAMES CHARLES HULSEY, JR., and wife, BETTY H. HULSEY, do hereby sell, convey and warrant unto LUTHER T. GRAVES, LUTHER O. GRAVES and LISA G. LOWRANCE, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in the Madison County, Mississippi, to-wit:

Lot Fourteen (14) on the West side of Belview Avenue when described with reference to the plat of Shadowlawn Addition to the City of Canton, Mississippi, now on file in the Chancery Clerk's Office for Madison County, Mississippi, and reference to said plat is here made in aid of and as a part of this description.

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 9/12ths of said taxes and Grantees paying 3/12ths of said taxes.
2. Zoning Ordinances and Subdivision Regulations of the City of Canton and Madison County, Mississippi.

3. This conveyance and the warranty hereof are made subject to all zoning ordinances, subdivision regulations, building restrictions, restrictive covenants, easements and rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

EXECUTED this the 25<sup>th</sup> day of September, 1987.

JAMES CHARLES HULSEY, JR.  
GRANTOR

BETTY H. HULSEY  
GRANTOR

LUTHER T. GRAVES  
GRANTEE

LUTHER O. GRAVES  
GRANTEE

LISA G. LOWRANCE  
GRANTEE

GRANTORS' ADDRESS:

8032 N. 73<sup>rd</sup> Pkce  
Scottsdale, AZ 85258

TELEPHONE: NONE

GRANTEE'S ADDRESS:

Rt 2 Box 334  
Canton, MS 39046

TELEPHONE: 859-6699

GRANTEE'S ADDRESS:

308 E. Fulton St.  
Canton MS 39046  
859-2546

TELEPHONE: \_\_\_\_\_

GRANTEE'S ADDRESS:

101 Ann Valley Rd.  
Brandon, MS 39042

TELEPHONE: 825-8771

STATE OF Arizona ~~MISSISSIPPI~~ *BJH*  
COUNTY OF Maricopa

Personally appeared before me, the undersigned authority in and for said county and state, the within named JAMES CHARLES HULSEY, JR., and wife, BETTY H. HULSEY, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 24 day of September, 1987.



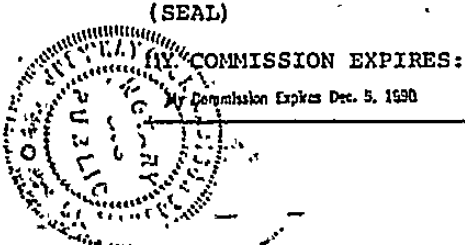
Gail L. Damm  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named LUTHER T. GRAVES, 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 25th day of September, 1987.

Dudie Kay Cook  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed or record in my office this 21 day of September, 1987, at 1:45 o'clock P. M., and duly recorded in the ..... day of OCT 01 1987, 19....., Book No. 232 on Page 463 in ..... of OCT 01 1987, 19.....  
By B. Edgar ..... D.C.



INDEXED

10325

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 232 PAGE 466

SPECIAL 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, BEVERLY ROECKL, do hereby convey and specially warrant unto LOIS J. PICKLE the following described real property situated in Madison County, Mississippi, to wit:

SE $\frac{1}{4}$ , Section 13, Township 10 North, Range 4 East, less and except therefrom 35 acres, more or less, lying and being north and west of Lott's Creek and Doak's Creek; AND ALSO:

E $\frac{1}{2}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 24, Township 10 North, Range 4 East, containing in all 145 acres, more or less, and being the same property acquired by James Ray Wallace by warranty deed from H. B. Dendy and Mrs. Danie C. Dendy dated February 28, 1959, recorded in Book 73 at Page 187 of the land records of Madison County, Mississippi.

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 Madison County, Mississippi, which are neither due nor payable until January, 1988.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Prior reservation or conveyance of oil, gas, or other minerals which may lie in, on, or under the captioned property.

WITNESS MY SIGNATURE this 29<sup>th</sup> day of September 1987.

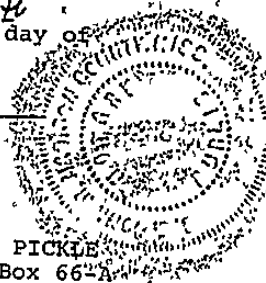
  
BEVERLY ROECKL

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named BEVERLY ROECKL 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 29<sup>th</sup> day of September 1987.

B. Edgum  
Notary Public



My Commission Expires:  
3-27-1990

GRANTOR: BEVERLY ROECKL.  
Rt. 2, Box 66-B  
Sharon, MS 39163

GRANTEE: LOIS J. PICKLE  
Rt. 4, Box 66-A  
Sharon, MS 39163  
(601) 859-3004

Phone: NONE



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 29 day of September, 1987, at 1:50 o'clock P. M., and was filed on the 01 day of OCT 01 1987, 1987, Book No. 232 on Page 466. in my name and seal of office, this the 01 day of OCT 01 1987, 1987.

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

WHEREAS, Calvin R. Greenwaldt died intestate on October 14, 1956 and left surviving him as his sole and only heirs at law Alma Nell Boutwell Greenwaldt, his widow, and Calvin R. Greenwaldt, Jr., and Barbara Nell Greenwaldt Wren, his children; and

WHEREAS, the aforesaid Alma Nell Boutwell Greenwaldt died intestate on August 22, 1987 and left surviving her as her sole and only heirs at law the aforesaid Calvin R. Greenwaldt, Jr., and Barbara Nell Greenwaldt Wren, her children; and

WHEREAS, Grantor and Grantee herein are the owners of the following described property;

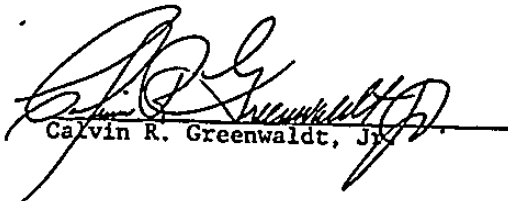
NOW, THEREFORE, for a valuable consideration, I, CALVIN R. GREENWALDT, JR., do hereby convey and quitclaim unto BARBARA NELL WREN the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot No. 3, containing 27 acres, described as 27 acres off of the South end of E 1/2 NE 1/4 of Section 24, Township 11 North, Range 4 East according to the survey and plat prepared by H. R. Covington, Surveyor, and now on file in Cause No. 10-198 of the Chancery Court of Madison County, Mississippi;

and, for the same consideration, I do hereby convey unto the said Barbara Nell Wren a right-of-way for purposes of ingress and egress on, over and across a strip of land described as follows, to-wit:

A strip of land thirty (30) feet in width off the North end of Lot 4, and also a strip of land running North and South between Lot 5 and Lots 1, 2, and 3, being fifteen (15) feet in width off of the East side of Lot 5 and fifteen (15) feet in width off the West side of Lots 1, 2, and 3, according to the aforesaid plat and survey of said lots prepared by H. R. Covington, Surveyor.

WITNESS my signature this the 24<sup>th</sup> day of September, 1987.

  
Calvin R. Greenwaldt, Jr.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 232 PAGE 469

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

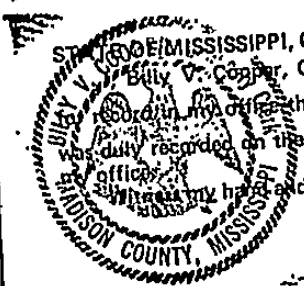
Given under my hand and official seal this the 29<sup>th</sup> day of September, 1987.

J. P. R. Frazier  
Notary Public

(SEAL)  
My commission expires:  
November 14, 1987

Mailing Addresses and Telephone Numbers of:

- Calvin R. Greenwaldt, Jr., - Box 74, Camden, Mississippi 39045
- Residence Telephone - (601) 468-2302
- Business Telephone - (601) 859-8616
- Barbara Nell Wren - Box 400, Pickens, Mississippi 39146
- Residence Telephone - (601) 468-2693
- Business Telephone - 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  
recorded in my office this 29 day of September, 1987, at 2:17 o'clock P. M., and  
daily recorded on the OCT 01 1987 day of OCT 01 1987, 1987; Book No 232 on Page 468 in  
office. Witness my hand and seal of office, this the OCT 01 1987 day of OCT 01 1987, 1987.

By B. Edgar, D.C.

WHEREAS, Calvin R. Greenwaldt died intestate on October 14, 1956 and left surviving him as his sole and only heirs at law Alma Nell Boutwell Greenwaldt, his widow, and Calvin R. Greenwaldt, Jr., and Barbara Nell Greenwaldt Wren, his children; and

WHEREAS, the aforesaid Alma Nell Boutwell Greenwaldt died intestate on August 22, 1987 and left surviving her as her sole and only heirs, at law the aforesaid Calvin R. Greenwaldt, Jr.; and Barbara Nell Greenwaldt Wren, her children; and

WHEREAS, Grantor and Grantee herein are the owners of the following described property;

NOW, THEREFORE, for a valuable consideration, I, BARBARA NELL WREN, do hereby convey and quitclaim unto CALVIN R. GREENWALDT, JR., the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Commencing at the Southeast corner of Dan'l Hamlin's lot, known as the Presbyterian Parsonage lot, and running North along the dividing line between Dan'l Hamlin and P. R. Sutherland, Sr., with a width of twenty (20) feet of ground for a lane for a distance of 120 feet, and beginning at this point on the above described line and running East seventy (70) yards to a stake, thence North 140 yards to a stake, thence West seventy (70) yards to the dividing line between Dan'l Hamlin and P. R. Sutherland, Sr., thence South along said line 140 yards to the point of beginning, containing a fraction over two (2) acres, more or less; and being in Section 24, Township 11 North, Range 4 East; and being the same land conveyed by J. E. Maxwell and C. V. Maxwell to C. R. Greenwaldt by Warranty Deed dated November 28, 1933 and recorded in Book 8 at Page 598 of the records of the Chancery Clerk of Madison County, Mississippi.

WITNESS my signature this the 29th day of September, 1987.

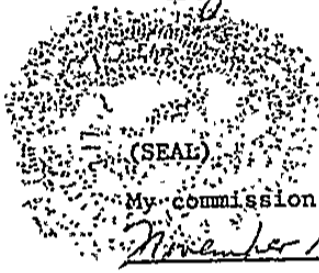
Barbara Nell Wren  
Barbara Nell Wren

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 232 PAGE 471

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

Given under my hand and official seal this the 29<sup>th</sup> day of September, 1987.



Elvin P. Faucher  
Notary Public

My commission expires:

November 14, 1987

Mailing addresses and telephone numbers of:

Calvin R. Greenwaldt, Jr., - P. O. Box 74, Camden, Mississippi 39045

Residence Telephone - (601) 468-2302  
Business Telephone - (601) 895-8616

Barbara Nell Wren - Box 400, Pickens, Mississippi 39146  
Residence Telephone - (601) 468-2693  
Business Telephone - None

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed and recorded in my office this 29 day of September, 1987, at 2:17 o'clock P. M., and was fully recorded on the OCT. 01 1987 day of OCT. 01 1987, 1987, Book No. 232 on Page 470 in my office. Witness my hand and seal of office, this the OCT. 01 1987 day of OCT. 01 1987, 1987.



BILLY V. COOPER, Clerk

By B. Edgan D.C.

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned GIDEON/HARKINS INC., a Mississippi Corporation, does hereby sell, convey and warrant unto NELSON CONSTRUCTION COMPANY, INC., a Mississippi Corporation, the following described land and property situated in Madison County, State, State of Mississippi to-wit:

Lot FORTY-FIVE (45), COBBLESTONE SUBDIVISION, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C Slot 8 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

WITNESS MY SIGNATURE, this the 26th day of August 19 87.

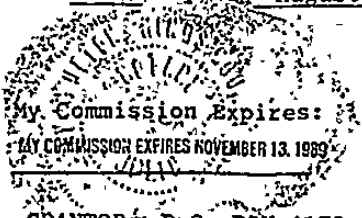
GIDEON/HARKINS INC.,

BY: Gary J. Harkins  
GARY J. HARKINS, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

Given under my hand and official seal of office, this the 26th day of August, 19 87.



Billy V. Cooper  
NOTARY PUBLIC

GRANTOR: P.O. BOX 4173 Jackson Ms 39216 969-0002

GRANTEE: 720 Greenfield Drive Madison Ms 39110 992-4278



CLERK OF THE CHANCERY COURT, 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 this 29th day of September, 19 87, at 2:45 o'clock P.M., and was duly recorded on the ..... day of ..... OCT. 01, 1987, 19....., Book No 232, on Page 472. in  
Witness my hand and seal of office, this the ..... of ..... OCT 01, 1987....., 19.....

BILLY V. COOPER, Clerk

By..... B. Edgar....., D.C.

INDEXED

TIMBER DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, David Divine, a single person, Grantor, do hereby sell, convey and forever warrant unto James K. Smith, Grantee, all hardwood and pine timber located on the following described lands located in Madison County, Mississippi, to wit:

That part of the property described hereinafter which lies in Sections 27 and 28, T10N, R4E.

A tract of land containing 305.7 acres, being more particularly described as beginning at a point that is 23.19 chains west from the northeast corner of the SW1/4 SW1/4 of Section 28, and from said point of beginning run thence east for 23.19 chains, thence south for 7.25 chains, thence east 80.00 chains, thence south for 12.75 chains, thence west for 60.00 chains, thence south for 10.00 chains, thence west for 20.00 chains, thence south for 10.00 chains, thence west for 35.00 chains, thence south for 20.00 chains, thence west for 14.00 chains, thence north for 33.00 chains, thence east for 10.40 chains, thence north for 7.00 chains, thence west for 9.90 chains, to approximate center of public road, thence in a northeasterly direction along said public road to the point of beginning; and containing in all 305.7 acres, and being 25.5 acres in Section 27, 116.5 acres in Section 28, 33.2 acres in Section 29, 80.5 acres in Section 32, 50.0 acres in Section 33, all in Township 10 North, Range 4 East.

1. The rights herein granted shall continue until eighteen (18) months from this date and on the expiration of such period, all rights herein granted shall cease and terminate, and all timber conveyed not then cut and removed from the above-described lands shall revert to and become property of Grantor, free of any claim or right of the Grantee, his successors or assigns.
2. The Grantee shall have the reasonable right of ingress and egress over, on and across said lands of the Grantor for the purpose of cutting and removing the timber herein conveyed.
3. All severance tax shall be borne and paid by Grantee.
4. The Grantee shall use reasonable precaution to prevent fires on said lands herein conveyed.



5. Grantee shall use reasonable care to prevent unnecessary injury or damage to the property and shall leave all roads, fences and right-of-ways clear of logs, timber, limbs or debris. Grantee further agrees to upgrade and repair all fences located on the property and shall be responsible for all expenses incurred in repairing same.

6. Grantee covenants and agrees that it will hold Grantor harmless and the land harmless from any and all claims, demands, actions or causes of action for injury or death suffered by any person or damage to the property of any person which may proximately result from the harvesting operation conducted by the Grantee his successors are assigned.

7. Grantor warrants title of said timber and will defend same against any claims, mortgages or other encumbrances at the Grantor's expenses.

WITNESS MY SIGNATURE, this the 21<sup>ST</sup> day of SEPTEMBER, 1987.

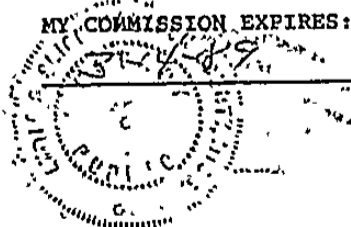
David L Divine  
David Divine

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal this the 21 day of September, 1987.

Robin S. Shuf  
NOTARY PUBLIC



Grantor: DAVID DIVINE  
P.O. Drawer D  
Sharon, MS 39163  
859-4797

Grantee: JAMES K. SMITH  
Rt. 4, Box 68  
Canton, MS 39046  
859-6390

C3091704  
2751/4615

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 29 day of September, 1987, at 2:50 o'clock P.M., and  
was recorded on the 01 day of OCT 01 1987, 19....., Book No 232 on Page 473 in  
my hand and seal of office, this the..... of OCT 01 1987....., 19.....



BILLY V. COOPER, Clerk

By *B. Edgar*....., D.C.

C  
INDEXED

10336 -

BOOK 232 PAGE 476

Re: Safeco CC No. 000666,  
issued by Charles R.  
Mayfield, Jr., Agent

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, DEPOSIT GUARANTY NATIONAL BANK, AS TRUSTEE, FOR MISSISSIPPI HOUSING FINANCE CORPORATION, by these presents, does hereby sell, convey and specially warrant unto TODD J. CAMERON, JR. and wife, SUSAN FORD CAMERON, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

A parcel of land lying and being situated in the SW 1/4 of the SE 1/4 of Section 19, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the SE Corner of Section 19, Township 8 North, Range 2 East, Madison County, Mississippi; thence run Westerly along the North line of Mannsdale Public Road for a distance of 1664.0 feet to the Point of Beginning; thence turn to the right through a deflection angle of 86 degrees 11' and run Northerly for a distance of 170.00 feet; thence turn to the left through a deflection angle of 85 degrees 23' and run Westerly along a line parallel with the North line of Mannsdale Public Road for a distance of 323.39 feet; thence turn to the left through a deflection angle of 94 degrees 37' and run Southerly for a distance of 170.00 feet to a point on the North line of Mannsdale Public Road; thence turn to the left through a deflection angle of 85 degrees 23' and run Easterly along the North line of Mannsdale Public Road for a distance of 323.39 feet to the Point of Beginning.

Record title to subject property by Substituted Trustee's Deed dated June 5, 1986, executed by Charles R. Mayfield, Jr., Substituted Trustee, is vested in Grantor per instrument recorded in Book 216 at Page 352, as a result of foreclosure of Deed of Trust recorded in Book 522 at Page 289.

This conveyance and its special warranty is subject to known title exceptions, namely:

1. Oil, gas and mineral rights outstanding.
2. All unpaid taxes and assessments, if any.

Grantees as part of the consideration for this conveyance,

acknowledge a careful inspection of the subject property, and acceptance of the same in its present "as is" condition, without recourse against Grantor.

WITNESS the signature and seal of the Grantor hereto affixed on this the 23 day of September, 1987.

DEPOSIT GUARANTY NATIONAL BANK, AS TRUSTEE, FOR MISSISSIPPI HOUSING FINANCE CORPORATION

BY: C. David Cleland  
C. DAVID CLELAND  
SENIOR VICE PRESIDENT AND TRUST OFFICER

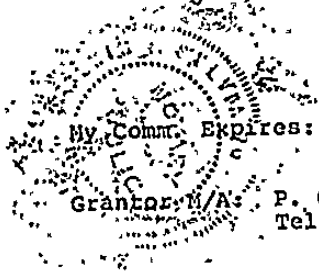
ATTEST:

BY: Susan Tsimortos  
Susan Tsimortos  
Assistant Trust Officer

STATE OF MISSISSIPPI, COUNTY OF HINDS:

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid the within named David Cleland and Susan Tsimortos, the Senior Vice President and Assistant Trust Officer respectively, of DEPOSIT GUARANTY NATIONAL BANK, AS TRUSTEE, FOR MISSISSIPPI HOUSING FINANCE CORPORATION, who as such officers acknowledged before me that they signed, sealed and delivered the foregoing instrument for the purposes recited on the date therein set forth as the act and deed of said national banking association, they being first duly authorized so to do.

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



[Signature]  
NOTARY PUBLIC

My Commission Expires January 31, 1988.

Grantor: M/A

P. O. Box 1200, Jackson, Ms. 39205  
Tel. No: 1-800-222-7645

Grantee M/A: Mr/Mrs. Todd J. Cameron, Jr., Rt. 1, Box 15, Madison, Ms. 39110  
Tel. No: 982-7918

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed and in my office this 29 day of September, 1987, at 4:20 o'clock P.M., and duly recorded on the 01 day of October, 1987, Book No. 232 on Page 476. Witness my hand and seal of office, this the 01 day of October, 1987.

BILLY V. COOPER, Clerk  
By: [Signature]

SEP 29 1987

GRANTOR'S ADDRESS: 2208 Brumley St. Huntsville, Ala. Phone: (205) 539-1504

GRANTEE'S ADDRESS: 2 P.O. Box 408, Kidgegard, Miss. Phone: 35801 59128  
MS 39128  
751-6218

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100ths (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, DAVID ALAN KEISER and ELIZABETH KEISER, do hereby sell, convey and warrant unto JOHN R. STATEN and wife, ELEANOR M. STATEN, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

LOT 24 of BLOCK A of TRACELAND NORTH, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 5 at Page 47, reference to which map or plat is hereby made in aid of and as a part of this description.

There is excepted from the warranty of this conveyance all building restrictions, protective covenants, mineral reservations and conveyances and easements of record affecting said property.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantors agree to pay the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to the grantor's any amount overpaid by them.

WITNESS OUR SIGNATURES, this the 20<sup>th</sup> day of September, 1987.

David Alan Keiser  
DAVID ALAN KEISER

Elizabeth Keiser  
ELIZABETH KEISER

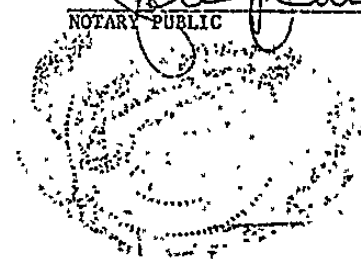
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named, DAVID ALAN KEISER and ELIZABETH KEISER, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 20<sup>th</sup> day of September, 1987.

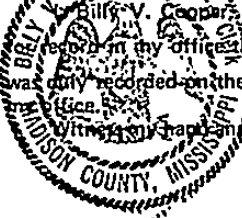
My Commission Expires:  
Sept. 16, 1989

[Signature]  
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 in my office this 29 day of September, 1987, at 4:30 o'clock P. M., and was duly recorded on the 29 day of September, 1987, Book No. 232, on Page 478, in



Witness my hand and seal of office, this the 29 day of September, 1987.

BILLY V. COOPER, Clerk

By [Signature] D.C.

INDEXED

BOOK 232 PAGE 479

10344

STATE OF MISSISSIPPI  
COUNTY OF MADISON

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Five Thousand and no/100 Dollars (\$5,000.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, VERRAH DOUGLAS LUCKETT, a/k/a VERA DOUGLAS LUCKETT, 107 River View Avenue, Lockport, Illinois 60441, Tel. No. 815-727-0116, do hereby sell, convey and warrant unto HARVEY KING, Rt. 3, Kosciusko, Mississippi, Tel. No. 289-4214, all merchantable pine and hardwood timber as measured 4 inches/stump and greater, being, standing, lying, growing and upon the following described land and real property located in Madison County, Mississippi, to-wit:

SECTION 13, TOWNSHIP 10 NORTH, RANGE 4 EAST

All that part of East 1/2 of NE 1/4 that lies North and West of Lotts Creek, LESS AND EXCEPT, HOWEVER, 9 acres lying evenly off the West side of NE 1/4 of NE 1/4, said section, township and range.

The Grantor gives, extends and grants unto Grantee, his heirs and assigns, a period of six (6) 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 Grantor.

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.

WITNESS MY SIGNATURE this the 14 day of September, 1987.

VERRAH DOUGLAS LUCKETT

STATE OF ILLINOIS

COUNTY OF Wes

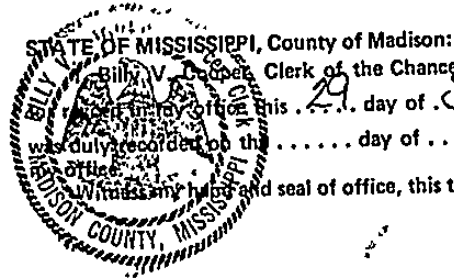
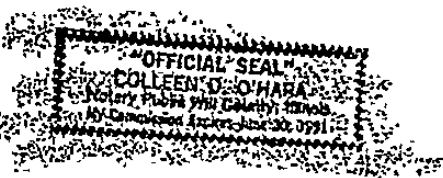
Personally appeared before me, the undersigned authority in and for said county and state, the within named VERRAH DOUGLAS LUCKETT, a/k/a Vera Doughlas Lockett, who acknowledged that she signed and delivered the foregoing Timber Deed on the date therein stated, as her act and deed.

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

Colleen D O'Hara  
NOTARY PUBLIC

My Commission Expires:

10-30-1991



Clerk of the Chancery Court of Said County, certify that the within instrument was filed this 29 day of September, 1987, at 1:30 o'clock P. M., and was duly recorded on the OCT 01 1987 day of OCT 01 1987, 19....., Book No 232 on Page 479. in

Witness my hand and seal of office, this the ..... of OCT. 01. 1987....., 19.....  
BILLY V. COOPER, Clerk  
By B. Edgar..... D.C.

## -WARRANTY DEED-

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, CHARLES T. WHITESIDE and wife, THERESA Z. WHITESIDE of 2208 Bellgate Ct., Montgomery, AL., #205-281-7950 do hereby sell, convey and warrant unto JOHN HEITZMAN and wife, BETH ANN HEITZMAN, of 306 Beaver Creek Dr., Ridgeland, MS, #956-8432, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 68, BEAVER CREEK, PART II, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book B at page 61, reference to which map or plat is here made in aid of and as a part of this description.

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

GRANTEES assume and agree to pay that certain Deed of Trust executed by Charles T. Whiteside and wife, Theresa Z. Whiteside to Lumbermen's Investment Corp. dated 6/14/85 recorded in Book 561 at Page 544 securing \$64,100.00; assigned to Deposit Guaranty National Bank as Trustee for the Mississippi Housing Finance Corporation's Single Family Mortgage Purchase Revenue Bonds of 1984 in Book 564 at Page 501.

GRANTORS do hereby assign, set over and deliver unto the Grantees any and all escrow funds held by beneficiary under said Deed of Trust.

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 24th day of September, 1987.

Charles T. Whiteside  
CHARLES T. WHITESIDE

Theresa Z. Whiteside  
THERESA Z. WHITESIDE



STATE OF MISSISSIPPI

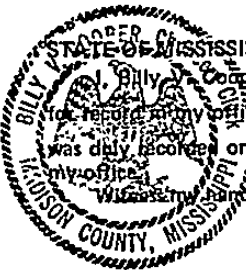
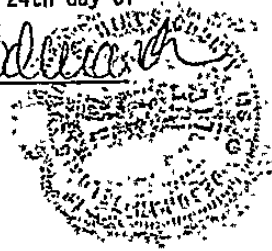
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Charles T. Whiteside and wife, Theresa Z. Whiteside, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Witness my signature and official seal of office this the 24th day of September, 1987.

*Deborah Edwards*  
NOTARY PUBLIC

My Comm. Expires: 9-9-89



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 30 day of September, 1987, at 9:00 o'clock A.M., and was duly recorded on the day of OCT. 01 1987, 19... Book No. 232 on Page 481 in my office. Witness my hand and seal of office, this the OCT 01 1987, 19...

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

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars and (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, WILLIAM J. LILES, III and wife, MARY ELIZABETH O'BRIEN LILES; do hereby sell, convey and warrant unto TOMMY C. BURNETT and wife, JOSIE S. BURNETT, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, State of Mississippi, to-wit:


LOT 59, COUNTRY CLUB WOODS, PART IV, 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 at Page 12, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS MY SIGNATURE, this the 28th day of September, 1987.

  
WILLIAM J. LILES, III

  
MARY ELIZABETH O'BRIEN LILES

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named WILLIAM J. LILES and wife, MARY ELIZABETH O'BRIEN LILES, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

BOOK  
232 PAGE 48A

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28th day of September, 1987.

*Susan E. Mum*  
NOTARY PUBLIC



My Commission Expires: 9/30/1990

GRANTOR'S ADDRESS AND TELEPHONE NUMBERS:  
6243 Waterford Drive, Jackson, ms. 39211

Home - 956-0591  
Office - 939-2545

GRANTEE'S ADDRESS AND TELEPHONE NUMBERS:  
545 Pine Needle Court W., Ridgeland, MS 39157

Home - 856-1923  
Office - 924-7411



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed this 30 day of September, 1987, at 9:00 o'clock P.M., and was fully recorded on the 30 day of OCT 01 1987, 19... Book No 232 on Page 483. In and seal of office, this the OCT 01 1987, 19...  
By *B. Edgar* D.C.

BOOK 232 PAGE 485

WARRANTY DEED

INDEXED

10352

FOR AND IN CONSIDERATION of the sum of Ten Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned GOOD EARTH DEVELOPMENT, INC., a Mississippi corporation, does hereby sell, convey and warrant unto JOHN W. EMORY, III and wife, MARIE W. EMORY, the following described land and property located and situated MADISON COUNTY, STATE OF MISSISSIPPI, to-wit:

LOT 160, HUNTER'S POINTE II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C, Slide 1 thereof, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 28 day of September, 1987.

GOOD EARTH DEVELOPMENT, INC.  
A MISSISSIPPI CORPORATION

*Catherine W. Warriner*  
CATHERINE W. WARRINER  
Vice President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, CATHERINE W. WARRINER, Vice President of GOOD EARTH DEVELOPMENT, INC., a Mississippi corporation, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned, as the act and deed of the corporation.

BOOK 232 PAGE 485

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 28 day of SEPTEMBER, 1987.

R. Edmond  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
11/29/87

Grantor Address: Good Earth Dev. Inc.  
PO BOX 328  
Phone No. (Office) 4151-8773  
Phone No. (Home) 457-4295

Grantees Address: John W. Emory, III  
666 Baywood Pointe  
Phone No. (Home) 354-8047-856-3525  
Phone No. (Office) 354-8417



STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Saint County, certify that the within instrument was filed  
on this 30 day of September, 1987, at 900 o'clock a M., and  
was recorded on the 30 day of OCT. 01. 1987, 1987, Book No. 232 on Page 48.5 in  
and seal of office, this the 30 day of OCT. 01. 1987, 1987.

BILLY V. COOPER, Clerk

By B. Edger, D.C.

C  
COTTONWOOD, INC.  
805 East River Place  
Suite 201  
Jackson, Miss. 39202  
(354-4151)

TO

LLOYD BURTON, INC.  
805 East River Place  
Suite 201  
Jackson, Miss. 39202  
(354-4151)

BOOK 232 PAGE 487

-WARRANTY DEED-

10355

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,  
COTTONWOOD, INC., A CORPORATION, of 805 East River Place, Suite 201  
Jackson, Mississippi 39202 by these presents, does hereby sell, convey,  
and warrant unto LLOYD BURTON, INC. a coporation of Mississippi the land  
and property which is situated in the County of Madison, State of  
Mississippi, described as follows, to-wit:

Lot 14 Planter's Grove of Cottonwood Place, Part 11  
a subdivision according to the map or plat  
thereof on file and of record in the office  
of the Chancery Clerk of Madison County at  
Canton, Mississippi in Plat Book B  
at page 70 reference to which map or plat  
is here made in aid of and as a part of this  
description.

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

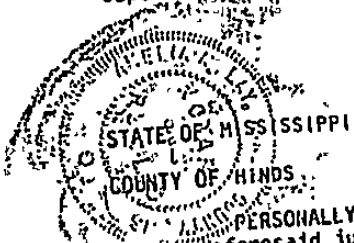
IT IS AGREED and understood that the taxes for the current year  
have been prorated as of this date on an estimated basis. When said taxes  
are actually determined, if the proration as of this date is incorrect,  
then the Grantors agree to pay to the Grantees or their assigns any amount  
which is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

WITNESS THE SIGNATURES of the Grantors, this the 29th day of

September, 1987.

COTTONWOOD, INC.,  
a Mississippi Corporation

*Lloyd Burton*  
BY: Lloyd Burton, President



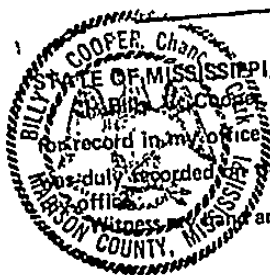
PERSONALLY appeared before me the undersigned authority in and  
for the aforesaid jurisdiction, the within named, Lloyd Burton personally  
known to me to be the President of COTTONWOOD, INC., who as officer  
acknowledged to me that he signed, sealed and delivered the foregoing  
Instrument of writing on the day and year therein written; as the act and  
deed of said Corporation, being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office on this the 29th  
day of September 1987.

My Commission Expires:

My Commission Expires May 13, 1989

*Annika A. Day*  
Notary Public



Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 30 day of September, 1987, at 9:00 o'clock P.M., and  
was duly recorded on the day of OCT 01 1987, 1987, Book No. 232, on Page 487, in  
and seal of office, this the OCT 01 1987, 1987.

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

BOOK 232 PAGE 488

LLOYD BURTON, INC.  
805 East River Place, Suite 201  
Jackson, Mississippi 39202  
(601) 354-4151

TO

MICHAEL D. MOONEY, ET UX  
296 Planters Grove  
Ridgeland, MS 39157  
(601) 856-9748

10356

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, LLOYD BURTON, INC., a Corporation, by these presents does hereby sell, convey and warrant unto MICHAEL D. MOONEY, and wife, KIMBERLY S. MOONEY, as joint tenants with full rights of survivorship and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

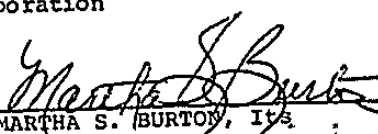
Lot 14, Planter's Grove of Cottonwood Place, Part 11, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book B at page 70, reference to which map or plat is here made in and of and as a part of this description.

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

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees 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 Grantor any amount overpaid by it.

WITNESS THE SIGNATURE of the Grantor, this the 29<sup>th</sup> day of September, 1987.

LLOYD BURTON, INC., a Mississippi Corporation

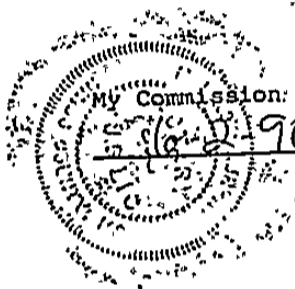
BY:   
MARTHA S. BURTON, Its  
Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MARTHA S. BURTON, personally known to me to be the Vice-President of LLOYD BURTON, INC., who as officer acknowledged to me that she signed, sealed and delivered the foregoing instrument of writing on the day and year therein written as the act and deed of the corporation, after having been first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office, this the 29<sup>th</sup> day of September, 1987.

Melinda Murphy  
NOTARY PUBLIC



My Commission Expires: 12-31-90



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 this 30 day of September, 1987, at 900 o'clock a M., and duly recorded on the OCT. 01 1987 day of 1987, 19....., Book No 232 on Page 488. in and seal of office, this the ..... of OCT. 01 1987, 19.....

By B. Edgar..... D.C.



BOOK 232 PAGE 490

INDEXED 10358

WARRANTY DEED

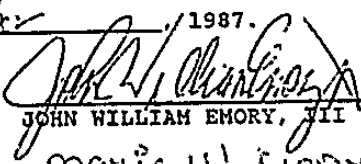
FOR AND IN CONSIDERATION of the sum of Ten Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned JOHN WILLIAM EMORY, III AND WIFE, MARIE W. EMORY, do hereby sell, convey and warrant unto Good Earth Development, Inc., a Mississippi Corporation the following described land and property located and situated in the County of Madison, State of Mississippi, to-wit:

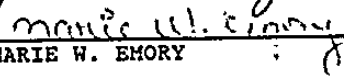
LOT 20, TRACELAND NORTH, PART 4, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison, County at Canton, Mississippi in Plat Book 6 and Page 19 reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 28<sup>th</sup> day of September, 1987.

  
JOHN WILLIAM EMORY, III

  
MARIE W. EMORY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHN WILLIAM EMORY, III and wife, MARIE W. EMORY, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

BOOK 232 PAGE 491

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 28 day of SEPTEMBER, 1987.

*R. Edwards*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

11/29/89



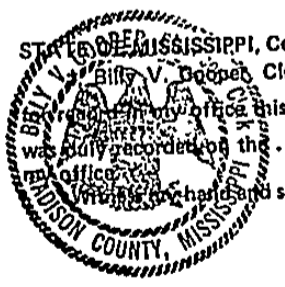
Grantor Address: John Emory, III

Phone No. (Office) 354-8417  
Phone No. (Home) 856-3525

Grantees Address: Mark S. Jordan

Phone No. (Home) 856-4299  
Phone No. (Office) 981-8773

P.O. Box 328  
Madison, Miss 39110



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 30 day of September, 1987, at 9:30 o'clock a M., and was duly recorded on the 30 day of OCT 01 1987, 19....., Book No. 232 on Page 490. In witness whereof, I have hereunto set my hand and seal of office, this the 01 day of OCT 01 1987, 19.....

BILLY V. COOPER, Clerk

By B. Edger....., D.C.

RELEASE FROM DELINQUENT TAX SALE

STATE OF MISSISSIPPI  
COUNTY OF MADISON  
CITY OF

RELEASE

INDEXED

IN CONSIDERATION OF One Hundred Fifty Dollars DOLLARS received from United Commercial Mortgage Company the amount necessary to redeem the following described property:

DESCRIPTION OF PROPERTY	SEC.	TWP.	RANGE	ACRES
<u>Magnolia Street 130</u>				
<u>DB 163-179</u>				
<u>AGI-291-028</u>	<u>Flora</u>			

assessed to McDuffey Investments and sold to Emmett Patton at Delinquent Tax Sale on the 25 day of August, 1986, for taxes thereon for the year 1985 the said land is hereby released from all claim or title of state or purchaser under said tax sale, in accordance with Section 27-45-3, Mississippi Code of 1972 (as amended).

Witness my hand and official seal of office, this the 30 day of September, 1987.

BILLY V. COOPER

Chancery Clerk

BY McDuffey  
Deputy Clerk

(BE SURE TO HAVE YOUR CHANCERY CLERK RECORD THIS RELEASE)

STATEMENT OF AMOUNT NECESSARY TO REDEEM

TAX RECEIPT NUMBER

- I. DELINQUENT TAXES, INTEREST AND FEES @ TAX SALE:
  - 1. Amount of delinquent taxes ..... \$ 113.33
  - 2. Interest from February 1st to date of sale @ 1% per month ..... \$ 79.3
  - 3. Publisher's Fee @ \$1.50 per publication ..... \$ 300
  - 4. SUB-TOTAL (amount due at tax sale) ..... \$ 1242.66
- II. DAMAGES: (Section 27-45-3)
  - 5. Damages of 5% on amount of delinquent taxes (5% x line #1) ..... \$ 567
- III. CLERK'S FEES FOR RECORDING LAND SALE: (Section 25-7-21)
  - 6. Fee for taking acknowledgement and filing deed ..... \$ .50 \$ 50
  - 7. Fee for recording list of land sold (each subdivision) ..... \$ .10 \$ 10
  - 8. SUB-TOTAL (Clerk's Fees) ..... \$ 60
- IV. FEES FOR ISSUING NOTICES TO OWNERS AND LIENORS: (Sections 27-43-3 & 27-43-11)
  - 9. Fee for issuing 1st notice to Sheriff ..... \$2.00 \$ \_\_\_\_\_
  - 10. Fee for mailing 1st notice to owners ..... \$1.00 \$ \_\_\_\_\_
  - 11. Fee for Sheriff serving 1st notice to owners ..... \$4.00 \$ \_\_\_\_\_
  - 12. Fee for issuing 2nd notice to Sheriff ..... \$5.00 \$ \_\_\_\_\_
  - 13. Fee for mailing 2nd notice to owners ..... \$2.50 \$ \_\_\_\_\_
  - 14. Fee for Sheriff serving 2nd notice to owners ..... \$4.00 \$ \_\_\_\_\_
  - 15. Fee for ascertaining and issuing notices to lienors (ea) ..... \$2.50 \$ \_\_\_\_\_
  - 16. Publisher's fee prior to redemption period expiration ..... \$ \_\_\_\_\_
  - 17. \_\_\_\_\_ \$ \_\_\_\_\_
  - 18. \_\_\_\_\_ \$ \_\_\_\_\_
  - 19. SUB-TOTAL (fees for issuing notices) ..... \$ -00-
  - 20. SUB-TOTAL (ITEMS I, II, III & IV) ..... \$ 1305.3
- V. INTEREST CHARGES: (Section 27-45-3)
  - 21. Interest on all taxes and cost @ 1% per month from date of sale (14 months x line #20) ..... \$ 1827
- VI. ACCRUED TAXES AND INTEREST:
  - 22. Accrued taxes for year 19 \_\_\_\_\_ \$ \_\_\_\_\_
  - 23. Interest on accrued taxes for year 19 \_\_\_\_\_ \$ \_\_\_\_\_
  - 24. Accrued taxes for year 19 \_\_\_\_\_ \$ \_\_\_\_\_
  - 25. Interest on accrued taxes for year 19 \_\_\_\_\_ \$ \_\_\_\_\_
  - 26. SUB-TOTAL (Accrued taxes & interest) ..... \$ -0-
  - 27. SUB-TOTAL (add line 21 and 26) ..... \$ 14880
- VII. ADDITIONAL FEES: (Section 27-7-21)
  - 28. Clerks fee of 1% of amount necessary to redeem (1% x line 27) ..... \$ 149
- VIII. OTHER FEES:
  - 29. Clerk's fee for recording release (25-7-9(f)) ..... \$2.00 \$ 200
  - 30. Clerk's fee for certifying release (25-7-9(e)) ..... \$1.00 \$ 100
  - 31. Clerk's fee for certifying amount to redeem (25-7-9(e)) ..... \$1.00 \$ 100
  - 32. Clerk's fee for recording redemption (25-7-21(d)) ..... \$ .25 \$ 25
  - 33. SUB-TOTAL (Other Fees) ..... \$ 425
  - 33. GRAND TOTAL (add line \_\_\_\_\_ and line \_\_\_\_\_) ..... \$ 15454

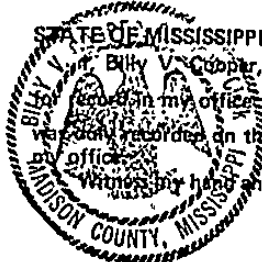
I certify that the above is a true and correct statement of amount necessary to redeem said property, on this the 30 day of September, 1987.

BILLY V. COOPER

Chancery Clerk

BY: McDuffey D.C.

HEDERMAN BROTHERS - JACKSON, MS



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 30 day of Sept, 1987, at 11:30 o'clock A.M., and recorded on the 01 day of OCT, 1987, in Book No. 232 on Page 492 in

Witness my hand and seal of office, this the 01 day of OCT, 1987.

BILLY V. COOPER, Clerk

By: B. Edgar D.C.

BOOK 232 PAGE 493  
RIGHT-OF-WAY EASEMENT

10367 INDEXED

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

A fifteen foot (15') tract of property along and parallel to the West right-of-way of Twin Harbors Road (also known as Old Rice Road), on the east side of Lot Eighteen (18), Summit Village, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet "C", Slot 5, reference to which map or plat is hereby made in aid of, and as a part of this description.

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

It is the intention of the parties that easement herein conveyed shall be sufficient to connect the easement previously granted unto grantee across Summit Village subdivision with the property presently owned by the Daniel E. Herlihy Self-Employed Retirement Plan; and should the property herein described not accomplish such end, the parties agree to execute such correcting instruments as may be necessary.

This easement shall be a fifteen foot (15') permanent easement over and through that certain tract described above. For the purpose of construction of said water line, a temporary easement of five (5) additional feet immediately to the West and adjacent to the fifteen foot (15') tract described above shall be granted during the period of time of the actual construction of said water line and at the completion of the laying or construction thereof, said additional easement shall terminate.

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

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

WITNESS MY HAND on this 21<sup>st</sup> day of Sept., 1987.

SUMMIT VILLAGE DEVELOPMENT COMPANY,  
A Mississippi General Partnership

BY: J.A.L. PARTNERS, INC., A  
Mississippi Corporation

BY: [Signature]  
DON BLACKMON, PRESIDENT  
(OFFICE)

Book 232 Page 494

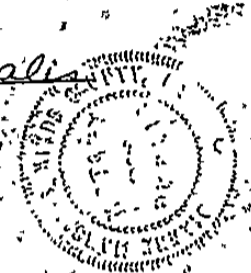
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, DON BLACKMON, the President (Office), of the above named J.A.L. PARTNERS, INC., A Mississippi corporation, who acknowledged to me that for and on behalf of said corporation, he signed and delivered the above and foregoing RIGHT-OF-WAY EASEMENT on the day and in the year therein mentioned, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of Sept., 1987.

Deanne Marsalis  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires March 8, 1990



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 of record in my office this 1 day of October, 1987, at 9:00 o'clock am, and was duly recorded on the 12 day of OCT. 12, 1987, 1987, Book No 232 Page 493 in Vol 12 1987  
Witness my hand and seal of office, this the ..... of ....., 19.....  
BILLY V. COOPER, Clerk  
By D. Wright....., D.C.



INDEXED. 10368

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 sufficiently of which are acknowledged, UNDERWOOD DEVELOPMENT COMPANY, a Mississippi corporation in good standing, Grantor, does hereby grant, sell, convey and warrant unto Bernie G. Butler, Jr., d/b/a Butler Development, Grantee, subject to the matters and reservations hereinafter set forth, the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows:

A certain parcel of land being situated in the Southeast 1/4 of Section 34, T7N-R1E, Madison County, Mississippi, containing 30,916.2 square feet or 0.7097 acres, more or less, and being more particularly described as follows:

Commencing at the intersection of the North right-of-way line of Interstate Highway No. 220 (as now laid out and improved, September, 1987) with the line between the East 1/2 and the West 1/2 of the aforementioned Southeast 1/4 of Section 34, T7N-R1E, Madison County, Mississippi and run thence North 89 degrees 06 minutes 15 seconds East along said North right-of-way line of Interstate Highway No. 220 for a distance of 338.30 feet; run thence North 56 degrees 17 minutes 48 seconds East along said North right-of-way line of Interstate Highway No. 220 for a distance of 347.89 feet; leaving said North right-of-way line of Interstate Highway No. 220, run thence North 00 degrees 18 minutes 44 seconds East a distance of 82.45 feet; run thence South 89 degrees 39 minutes 19 seconds West for a distance of 625.78 feet; run thence North 00 degrees 29 minutes 36 seconds East for a distance of 721.21 feet; run thence North 00 degrees 11 minutes 29 seconds East for a distance of 358.94 feet; run thence North 82 degrees 40 minutes 05 seconds East a distance of 561.48 feet; run thence South 06 degrees 09 minutes 27 seconds East a distance of 29.98 feet to the POINT OF BEGINNING of the parcel of land herein described; continue thence South 06 degrees 09 minutes 27 seconds East for a distance of 211.41 feet to a point on the North right-of-way line of Highpoint Drive (as now laid out and improved, September, 1987); thence South 82 degrees 40 minutes 05 seconds West along said North right-of-way line of Highpoint Drive for a distance of 153.49 feet to a point on the East right-of-way line of Marketridge Drive (as now laid out and improved, September, 1987); said point further being on a 12.50944 degree curve to the right having a central angle of 44 degrees 34 minutes 11 seconds and a radius of 458.02 feet; run thence along the arc of said curve and East right-of-way line of said Marketridge Drive a chord bearing of North 01 degrees 00 minutes 29 seconds West and a chord distance of 18.54 feet to the Point of Tangency of said curve; run thence North 00 degrees 09 minutes 06 seconds East along the East line of said Marketridge Drive for a distance of 208.11 feet; run thence North



88 degrees 36 minutes 53 seconds East for a distance of 129.37 feet to the POINT OF BEGINNING.

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

1. Ad valorem taxes for the year 1987 constitute a lien on subject property but are not due and payable until January, 1988.
2. Zoning ordinances of Madison County, Mississippi.
3. Reservations and conveyances by predecessors in title to Grantor of any oil, gas and other minerals and royalties.
4. Protective covenants of record in Book 624 at Page 177.

Grantor reserves unto itself, its successors and/or assigns all oil, gas and other minerals lying in, on and under the above described property not heretofore reserved or conveyed by predecessors in title, without surface rights of ingress and egress.

Ad valorem taxes for the year 1987 have been prorated between Grantor and Grantee on an estimated basis. Upon receipt of actual tax statements, Grantor and Grantee agree that appropriate adjustments will be made to reflect Grantor's payment of ad valorem taxes up to the date of this conveyance and Grantee's payment of all ad valorem taxes thereafter. Grantee assumes and agrees to pay ad valorem taxes and assessments becoming a lien after the date of this conveyance.

Grantor reserves for itself, its successors and assigns the right of architectural control and site plan approval over any improvements constructed or placed upon the above described property. No construction shall commence nor shall any alteration be made in the exterior of any improvement without the prior written approval of Grantor, its successors or assigns, which approval shall not arbitrarily or unreasonably be withheld or denied. The purpose of this covenant is to assure architectural compatibility of any improvements constructed on the above described property with general architectural standards for the 220 Business Park area. This restriction shall

BOOK 232 PAGE 497



constitute a covenant running with the land, inuring to the benefit of Grantor, its successors and assigns and binding upon Grantee its successors in title and assigns, for a period of twenty-five years from and after the date of this deed.

Grantor reserves unto itself, its successors and assigns an irrevocable, perpetual and assignable water, sewer and utility easement, in, on, under and across a parcel of land twenty (20) feet in width along the entire west boundary and a parcel of land ten (10) feet in width along the entire south boundary of the subject property as shown on the plat attached hereto as Exhibit A and incorporated herein. Grantor further excepts from this conveyance and the warranty hereof any rights of the City of Jackson, Mississippi, in the easement area in connection with water and sewer services and improvements. Grantee, by acceptance of this conveyance, agrees not to obstruct or interfere with the easement area and shall construct no permanent improvements other than a driveway therein.

WITNESS the signature of Grantor acting by and through its duly authorized officers this 29th day of September, 1987.

UNDERWOOD DEVELOPMENT COMPANY

BY: Thomas M. Underwood, Pres.



Grantor's Address:  
1410 Livingston Lane  
Jackson, MS 39213  
Telephone No. (601) 981-6800

Grantee's Address:

P.O. Box 43584  
Jackson, MS 39236  
Residence Telephone No. 957-3777  
Business Telephone No. 981-4966

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

BOOK 232 PAGE 498

Thomas M. Underwood and Charles D. Ellis, to me personally known, who acknowledged that they are the President and Secretary, respectively, of Underwood Development Company, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having first been duly authorized so to do.

BOOK 232 PAGE 499

GIVEN under my hand and official seal within the jurisdiction aforesaid this 29th day of September, 1987.

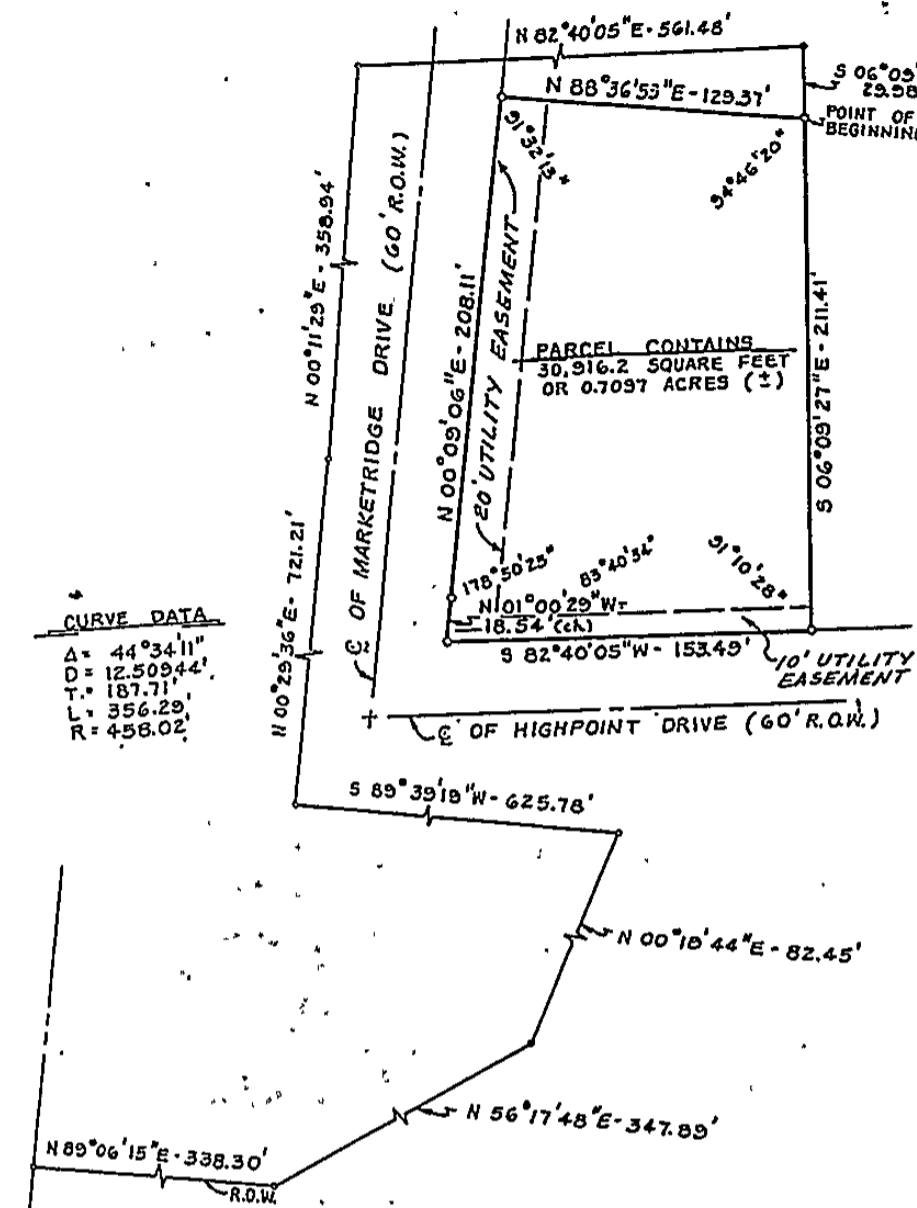
*Jean M. LeBlanc*  
Notary Public

My Commission Expires:  
May 17, 1990

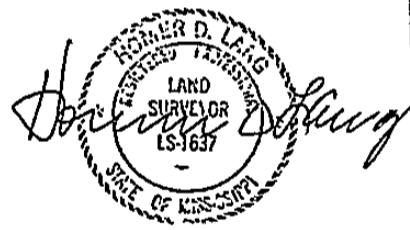


BOOK 232 PAGE 500

**CURVE DATA**  
 Δ = 44°34.11"  
 D = 12.50944'  
 T = 187.71'  
 L = 356.29'  
 R = 458.02'



INTERSTATE HIGHWAY NO. 220  
 LINE BETWEEN THE EAST 1/2 & WEST 1/2  
 OF THE SE 1/4 OF SECTION 34, T1N-R1E,  
 MADISON COUNTY, MISSISSIPPI



A	PLAT FOR:	REVISED 3-14-87
	UNDERWOOD DEVELOPMENT COMPANY	DATE: 9-10-87
	SITUATED IN THE SE 1/4 OF SECTION 34, T1N-R1E MADISON COUNTY, MISSISSIPPI	SCALE: 1" = 60' PROJECT NO: 81-185
		REYNOLDS ENGINEERING, INC. 413 TOMBIGBEE STREET JACKSON, 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  
 record in my office this 12 day of October, 1987, at 900 o'clock a. M., and  
 was duly recorded on OCT 12 1987 day of OCT 12 1987, 1987, Book No. 232 on Page 496  
 Witness my hand and seal of office, this the 12 day of OCT 12 1987, 1987.  
 BILLY V. COOPER, Clerk  
 By M. Wright, D.C.