

EASEMENT

INDEXED

12501

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

The easement granted hereby covers a strip of land ten (10) feet in width, adjacent and parallel to the proposed Storm Sewer Improvements as per the construction drawings.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "strips of land five (5) feet in width, being adjacent, adjoining on each side and parallel to the above-described permanent easement".

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

Dwight K. Rudolph This 22 day of Oct, 1987, 1  
 This \_\_\_\_\_ day of \_\_\_\_\_, 1987, 1

Lot 15 Part 1 Tract N

STATE OF MISSISSIPPI  
 COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LUTHER L. WALDROP, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

Luther L. Waldrop  
 (Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22nd day of October, 1987.

Charles Dasso Robs  
 Notary Public

My Commission Expires April 14, 1991  
 My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 in my office this 8 day of Dec, 1987, at 9:00 o'clock PM, and  
 was duly recorded on the 8 day of DEC, 1987, Book No. 234 of Page 501 in  
 my office.  
 Witness my hand and seal of office, this the 8 day of DEC, 1987,  
 BILLY V. COOPER, Clerk

By D. Wright, D.C.

Line A Traceland North

EASEMENTINDEXED  
12502

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

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work; the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

Lida Rudder This 22nd day of October, 1987, 1  
Lida Rudder This \_\_\_\_\_ day of \_\_\_\_\_, 1987, 1

Lot 115X134 FT. FRONTING 134 FT. ON  
N/S MACKEY DR. IN N 1/2 SW 1/4 NE 1/4

STATE OF MISSISSIPPI  
COUNTY OF MADISON

DB 167-61.  
5-17 T-07 R-2E  
COUNTY PARCEL #042D-17A-093

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LUTHER L. WALDRUP, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

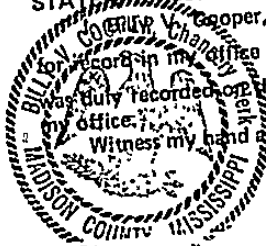
Luther L. Waldrup  
(Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22nd day of October, 1987.

Charles D. Rals  
Notary Public

My Commission Expires April 10, 1991.  
My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
in my office this 8 day of Dec, 1987, at 9:45 o'clock P. M., and  
was duly recorded on the 8 day of DEC, 1987, Book No. 234 on Page 50.  
Witness my hand and seal of office, this the 8 day of DEC, 1987.  
BILLY V. COOPER, Clerk



Mackey

By M. Wright, D.C.

EASEMENTINDEXED  
12503

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

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For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "strips of land five (5) feet in width, being adjacent, adjoining on each side and parallel to the above-described permanent easement".

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

Felix L. Lumsden This 22<sup>nd</sup> day of October, 1987, 1  
W. J. D. Small This 22<sup>nd</sup> day of October, 1987, 1

159 Kaye Street  
 Andrews First Addition  
 Subd.  
 34 A. out Lot 16.

STATE OF MISSISSIPPI  
 COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LUTHER L. WALDRUP, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

Luther L. Waldrup  
 (Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22<sup>nd</sup> day of October, 1987.

Charles D. Davis  
 Notary Public  
 My Commission Expires April 14, 1991.  
 My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed on record in my office this 8 day of Dec, 1987 at 9:00 o'clock A. M., and was duly recorded on the DEC 9 day of 1987, 1987, Book No. 234 on Page 504 in my office.

Witness my hand and seal of office, this the DEC 9 day of 1987, 1987.

BILLY V. COOPER, Clerk

By H. Wright, D.C.



EASEMENT

INDEXED  
12504

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

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For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "strips of land five (5) feet in width, being adjacent, adjoining on each side and parallel to the above-described permanent easement".

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

Melvin E. Tankesly This 28<sup>th</sup> day of October, 1987, 1  
Melvin E. Tankesly  
Lucille G. Tankesly This 28<sup>th</sup> day of October, 1987, 1  
Lucille G. Tankesly

162 Kaye St.  
Knight Sub. Lot 12

STATE OF MISSISSIPPI  
 COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Charles Denson Robinson, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

Charles Denson Robinson  
 (Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 1 day of November, 1987.

Karl C. Crow  
 Notary Public

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 8 day of Dec, 1987, at 9:00 o'clock A.M., and was duly recorded on the 8 day of DEC 4, 1987, Book No 234 on Page 506 in my office.

Witness my hand and seal of office, this the 9 day of DEC 9, 1987.

BILLY V. COOPER, Clerk

By M. Wright, D.C.



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

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For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "strips of land five (5) feet in width, being adjacent, adjoining on each side and parallel to the above-described permanent easement".

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

William B. Taylor, Jr. This 22 day of Oct., 1987, A.D.  
 William B. Taylor, Jr.

This \_\_\_\_\_ day of \_\_\_\_\_, 1987, 1.

1114 Benbrook Dr.  
Madison Station Subd.  
Lot 2

STATE OF MISSISSIPPI  
 COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JEH  
Brown, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

JEH  
 (Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22<sup>nd</sup> day of October, 1987.

Charles Deane Polk  
 Notary Public  
 My Commission Expires April 14, 1991.  
 My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 8 day of Dec, 1987, at 9:05 o'clock A.M. and was duly recorded on the \_\_\_\_\_ day of DEC, 1987, in Book No 234 on Page 508.  
 Witness my hand and seal of office, this the \_\_\_\_\_ of DEC, 1987,  
 BILLY V. COOPER, Clerk  
 By n. Wright, D.C.

EASEMENT

12506

INDEXED

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

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For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "strips of land five (5) feet in width, being adjacent, adjoining on each side and parallel to the above-described permanent easement".

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

Luther L. Waldrup This 22 day of October, 1987, 1.  
Luther L. Waldrup  
Molly L. Waldrup This 22 day of October, 1987, 1.  
Molly L. Waldrup

181 Mackey Drive

"Stevens Addition  
 Subd.  
 Lot 3

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jeff  
Brown, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

(Name) Jeff Brown

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22nd day of October, 1987.

Charles Deane Roberts  
 Notary Public

My Commission Expires April 14, 1991.

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 recorded in my office this 8 day of December, 1987, at 9:00 o'clock A.M., and  
 was duly recorded on the 8 day of DEC 9, 1987, Book No. 234 on Page 518 in  
 my office.  
 Witness my hand and seal of office, this the 9 day of DEC, 1987.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

EASEMENT

12507

INDEXED

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

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantees.

WITNESS our respective signatures on the dates set forth below.

Richard M. Wilson This 20<sup>th</sup> day of October, 1987, Lot  
Beverly Wilson This 20<sup>th</sup> day of October, 1987, Lot  
Madison Station Lot 11

STATE OF MISSISSIPPI  
COUNTY OF MADISON

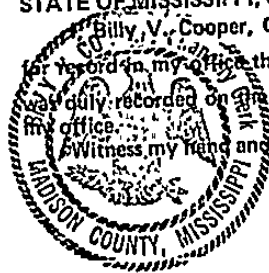
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DENSON ROBINSON, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

Denson Robinson  
(Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 1 day of November, 1987.

Kala Cross  
Notary Public  
My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 8 day of December, 1987, at 9:00 o'clock P. M., and duly recorded on the 8 day of December, 1987, Book No 234 on Page 512.  
Witness my hand and seal of office, this the 9 day of December, 1987.  
BILLY V. COOPER, Clerk  
By M. Wright, D.C.



EASEMENT

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

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

[Signature] This 28 day of Oct, 1987, 1  
This \_\_\_\_\_ day of \_\_\_\_\_, 1987, 1

168 MACKAY  
Meadowdale Pt 1, Lot 6

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Teresa Beckman, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

[Signature]  
(Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 28th day of October, 1987.

[Signature]  
Notary Public  
My Commission Expires April 14, 1991.  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
record in my office this 8 day of Dec, 1987, at 9:00 o'clock P.M., and  
was duly recorded on the 8 day of DEC 8, 1987, Book No 234 on Page 515 in  
my office.  
Witness my hand and seal of office, this the 8 day of DEC, 1987.  
BILLY V. COOPER, Clerk  
By [Signature], D.C.



MUTUAL DRIVEWAY EASEMENT

INDEXED

WHEREAS, on the 14th day of July, 1987, Esdell P. Shaw, Jr. and wife, Jean S. Shaw, (the "Shaws") were assigned the leasehold interest in Lot 13 ("Lot 13") and Lot 14 ("Lot 14") of Roses Bluff Subdivision, Part I, Madison County, Mississippi, said assignments being recorded in Book 626 at Page 691 and Book 626 at Page 689, respectively, in the records of the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, on the 2nd day of September, 1987, the Shaws assigned a leasehold interest in Lot 14 unto

William M. Barron and wife, Cheryl L. Barron

("Assignees") said assignment being recorded in Book 631 at Page 248 in the records of the aforesaid Chancery Clerk; and

WHEREAS, the Shaws desire to create an easement for a mutual driveway for the benefit of the Shaws and the Assignees and all future assignees of the leasehold estates in Lots 13 and 14;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the Shaws hereby assign, grant, bargain and sell unto Assignees, their heirs, assigns, and transferees an easement and right-of-way upon, across and over that certain property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

The unexpired portion of that certain lease executed by Pearl River Valley Water Supply District to Paul V. Lacoste, dated October 8, 1979 and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 463 at Page 763, together with Supplements and Amendments thereto as recorded in Book 467 at Page 170, in Book 468 at Page 373 and in Book 476 at Page 90, according to the terms thereof insofar as the same covers and pertains to the following described property, to-wit:

Beginning at the Southeastern most corner of Lot 14 of Third Amendment to Plat of Roses Bluff, Part I, 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 B at slot 43, amended in Plat Cabinet B at slot 47, further amended in Plat Cabinet B at slot 65, reference to which is hereby made in aid of and as a part of this description. Run thence North 42 degrees 23 minutes 26 seconds East, 113.62 feet to a point being the Northeastern most corner of Lot 14, run

thence South 37 degrees 34 minutes 00 seconds East to a point on the boundary line between Lots 12 and 13, run thence South 49 degrees 58 minutes 00 seconds West to the right of way of a road presently known as Roses Bluff Drive, run thence Northwesterly along said road 22.00 feet to the Point of Beginning, and close.

The purpose of said easement is for a mutual driveway serving both Lot 13 and Lot 14, and as such the Assignors named herein reserve their rights of use in said easement. It is agreed that the easement is in the best interest of both lots and that this easement will in no way affect or violate the covenants or restrictions of the subdivision governing said lots.

The easement granted hereby shall be irrevocable and shall run with the land as appurtenant to both Lots 13 and 14. Pearl River Valley Water Supply District has joined in this instrument for the purpose of recognizing that the easement created hereby shall continue for the benefit of both Lots 13 and 14 during all modifications, renewals and extensions of the leasehold interest in Lots 13 and 14, respectively, of Assignors and Assignees and their heirs, successors and assigns, and makes no conveyance, warranty or representation herein.

WITNESS THE SIGNATURE of the undersigned this the 2<sup>ND</sup> day of September, 1987.

THE ROSES BLUFF OWNERS ASSN., INC.  
ARCHITECTURAL REVIEW COMM.

RD&S Inc.  
BY: James P. [Signature], pres.

[Signature]  
James P. [Signature]

ATTEST:

Chi [Signature]

ATTEST:

Patricia R. Webster

[Signature]  
ESELLE P. SHAW

[Signature]  
JEAN S. SHAW

GRENADA BANK

By: [Signature]

PEARL RIVER VALLEY WATER  
SUPPLY DISTRICT

By: [Signature]  
Charles M. Moak

Title: General Manager

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named EDELL P. SHAW and JEAN S. SHAW, who acknowledged that they signed, executed and delivered the above and foregoing Mutual Driveway Easement for the purposes mentioned on the day and year therein mentioned.

Given under my hand and official seal, this the 2 day of September, 1987.

Cynthia A. Davis  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 12, 1991

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Robert D. Merchant, who acknowledged that [he] ~~is~~ <sup>was</sup> Vice President of and Chris Meiner, Loan Officer of Sunburst Bank FKA Grenada Bank, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing Mutual Driveway Easement 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, this the 3rd day of September, 1987..

Anna H. H. H.  
NOTARY PUBLIC

My Commission Expires:

August 13, 1989

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, within my jurisdiction, Charles E. Moak and Patricia R. Webster, who acknowledged that they are General Manager and Assistant Secretary, respectively, of Pearl River Valley Supply District, an agency of the State of Mississippi, and that for and on behalf of the said District, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, they being first duly authorized so to do.

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

*Kathleen C. Moore*  
NOTARY PUBLIC

My Commission Expires:  
15, Commission Expires Dec. 6, 1990

P348EEE

COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, Paul V. Lacoste, H. Benjamin Duckworth, Jr., and James Eley, the members \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, of The Roses Bluff Owners Assn., Inc., Architectural Review Comm., that for and on behalf of said company, they signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, after first being duly authorized so to do.

GIVEN under my hand and official seal, this the 13th  
day of October, 1987.

Des 43 Russell Smith  
NOTARY PUBLIC

**My commision expires:**

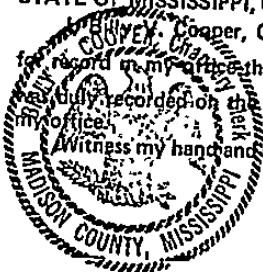
9/29/91

STATE OF MISSISSIPPI, County of Madison:

for record in my office this . . . day of . . . Dec . . . 1987 . . . at 11:15 . . . clock . . . M., and  
fully recorded on the . . . day of . . . DEC 9 . . . 1987 . . . Book No. 234 . . . Page 516 in  
my office.  
Witness my hand and seal of office, this the . . . of . . . DEC 9 . . . 1987 . . . 19 . . .

**BILLY V. COOPER, Clerk**

By ..... *J. Wright* ..... D.C.



INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned KENNETH B. JACOBS and POLLY S. JACOBS do hereby sell, convey and warrant unto JAMES ELLINGTON and DEBORAH ELLINGTON as joint tenants with right of survivorship and not as tenants in common the following described land and property, lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in the SE $\frac{1}{4}$  of Section 8, T-7-N, R-2-E, Town of Madison, Madison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the North line of Main Street and the West line of U.S. Highway 51 as both are now in use in the Town of Madison, Madison County, Mississippi and run Westerly along the North line of Main Street for 885.54 feet to an iron bar marking the SE Corner of the Point of Beginning for the property herein described; thence continue to run Westerly along the North line of Main Street for a distance of 34.80 feet; thence turn to the right through a deflection angle of 91°41' and run Northerly along a line parallel to and 1.0 feet Westerly from the West edge of Jacobs Drug Store for a distance of 100.00 feet; thence turn to the right through a deflection angle 87°45'14" and run Easterly for a distance of 24.75 feet; thence turn to the right through a deflection angle of 00°33'46" and run Easterly parallel with the North line of Main Street for a distance of 7.12 feet; thence turn to the right through a deflection angle of 90° and run Southerly for a distance of 100.20 feet to the POINT OF BEGINNING, containing 3,337 square feet, more or less.

Taxes for the year 1987 shall be pro rated between the Grantors and Grantees as of the date of this conveyance.

WITNESS OUR SIGNATURES this 2 day of December, 1987.

*Kenneth B. Jacobs*  
KENNETH B. JACOBS

*Polly S. Jacobs*  
POLLY S. JACOBS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned  
authority in and for the State and County aforesaid KENNETH  
B. JACOBS and POLLY S. JACOBS who acknowledged that they  
signed and delivered the foregoing instrument on the day  
and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 2nd day of

December, 1987.

  
NOTARY PUBLIC

My commission expires:

11/1/89

GRANTORS

Kenneth B. Jacobs  
Polly S. Jacobs  
P.O. Box 129  
Madison, Mississippi 39110  
(60) 856-7111

GRANTEES

James Ellington  
Deborah Ellington  
920-B E. County Line Road  
Ridgeland, Mississippi 39157  
(601) 956-5959

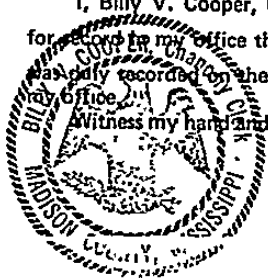
BOOK 234 PAGE 522

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 8 day of December, 1987, at 1:55 o'clock P. M., and  
was duly recorded on the DEC 9 day of 1987, 19....., Book No 234 on Page 521 in  
my office. I witness my hand and seal of office, this the DEC 9 1987, 19.....

BILLY V. COOPER, Clerk

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



C  
STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 234 PAGE 523

1251-4

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, ROBERT H. CHANDLER, do hereby hereby sell, convey and warrant unto JIM PENNELL MCCORKLE and wife, CAROLYN ANN C. MCCORKLE, as joint tenants with the right of survivorship and not as tenants in common, the following described land lying and being situated in the City of Canton, Madison County, Mississippi, and more particularly described as follows, to-wit:

Lots 13, 14 and 15, of Block A of GRAND VIEW ADDITION to the City of Canton, a plat of which is of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 3 at page 42.

The property described herein does not constitute a part of the Grantor's homestead.

Less and except all oil, gas and other minerals in, on and under said property, reserved by a prior owner.

Grantor assumes and agrees to pay all taxes for the year 1987.

WITNESS MY SIGNATURE this the 2<sup>nd</sup> day of December, 1987.

Robert H. Chandler  
ROBERT H. CHANDLER

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROBERT H. CHANDLER, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 2<sup>nd</sup> day of December, 1987.

Reagan Fulton  
NOTARY PUBLIC

My Commission Expires:

1-13-90



GRANTOR:

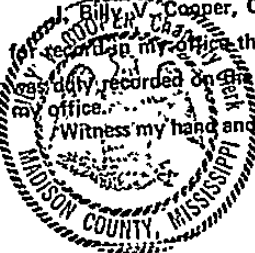
ROBERT H. CHANDLER  
137 North Union Street  
Canton, MS 39046  
Work Phone: 859-1716

GRANTEES:

JIM PENNELL MCCORKLE  
CAROLYN ANN C. MCCORKLE  
420 Douglas Street  
Canton, MS 39046  
Home Phone: 859-2616

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 8 day of December, 1987 at 2:00 o'clock P.M., and  
was duly recorded on the 8 day of December, 1987 Book No 234 on Page 523.  
Witness my hand and seal of office, this the 8 day of December, 1987.



BILLY V. COOPER, Clerk

By B. Wright, D.C.

address  
309 G. Buckhorne St.  
Englewood, Ca.  
90301

BOOK 234 PAGE 525

check for 106.05  
cash due 2.37  
286

RELEASE FROM DELINQUENT TAX SALE No

STATE OF MISSISSIPPI  
COUNTY OF MADISON  
CITY OF

RELEASE

12517

IN CONSIDERATION OF one hundred eighty eight + 42/100 DOLLARS  
received from Joseph Stuchey, the amount necessary to redeem  
the following described property:

DESCRIPTION OF PROPERTY	SEC	TWP.	RANGE	ACRES
<u>Magnolia Hgts Pt 1</u>				
<u>DB 19-435-15B</u>	<u>21</u>	<u>9N</u>	<u>1W</u>	
<u>1612-290-022</u>				

assessed to Elizabeth Stuchey and sold to George Marshall  
at Delinquent Tax Sale on the 31 day of August, 19 87, for taxes thereon for the year 19 87  
the said land is hereby released from all claim or title of said 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 8 day of December, 19 87.

BILLY V. COOPER

Chancery Clerk

BY M. Wright

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 ..... \$ 153.34
2. Interest from February 1st to date of sale @ 1% per month ..... \$ 10.73
3. Publisher's Fee @ \$1.50 per publication ..... \$ 3.00
4. SUB-TOTAL (amount due at tax sale) ..... \$ 167.07

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

5. Damages of 5% on amount of delinquent taxes (5% x line #1) ..... \$ 7.67

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) ..... \$ 0
20. SUB-TOTAL (ITEMS I, II, III & IV) ..... \$ 175.34

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

21. Interest on all taxes and cost @ 1% per month from date of sale (4 months x line #20) ..... \$ 7.01

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) ..... \$
27. SUB-TOTAL (add line 21 and 26) ..... \$ 182.35

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

28. Clerks fee of 1% of amount necessary to redeem (1% x line 27) ..... \$ 1.82

VIII. OTHER FEES:

29. Clerk's fee for recording release (25-7-9(f)) ..... \$2.00 \$ 2.00
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) ..... \$ 4.00
34. GRAND TOTAL (add line 27 and line 33) ..... \$ 188.42

I certify that the above is a true and correct statement of amount necessary to redeem said property, on this the  
day of 8th Dec, 19 87.

BILLY V. COOPER

Chancery Clerk

BY: M. Wright

D.C.

NEDEMAN BROTHERS-JACKSON, MS

APPROVED BY: MISS STATE DEPT OF AUDIT 12/86

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 8 day of Dec, 19 87, at 5:00 o'clock P. M., and  
was duly recorded on the DEC 9 day of 1987, 19 87, Book No 234 on Page 525  
my office. DEC 9 1987  
Witness my hand and seal of office, this the 8 day of Dec, 19 87.  
BILLY V. COOPER, Clerk  
By M. Wright, D.C.

EASEMENT

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

The easement granted hereby covers a strip of land ten (10) feet in width, adjacent and parallel to the proposed Storm Sewer Improvements as per the construction drawings.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "strips of land five (5) feet in width, being adjacent, adjoining on each side and parallel to the above-described permanent easement".

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

Book 234 Page 527

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

Thomas C. Steen This 11th day of December, 1987, 1.

\_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 1987, 1.

215 Sheryl Dr.

Lot 14

Milesview Terrace

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, TERESA BECKMAN, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

Teresa Beckman  
(Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 4th day of

DECEMBER, 1987.

Charles Denson  
Notary Public

My Commission Expires: 11/11/1991

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 9 day of Dec, 1987, at 9:00 clock A.M., and was fully recorded on the 9 day of DEC, 1987, Book No. 234 on Page 526 in my office.

Witness my hand and seal of office, this the DEC 9 1987 day of 19.

BILLY V. COOPER, Clerk

By W. Wright, D.C.

BOOK 234 528

INDEXED  
12528

AMY CAMILLE READY  
309 S. Eastwood Ave.  
Ridgeland, MS  
(601) 856-3714--Residence Ph.#  
No Business Phone #

TO

CLAYTON FLOYD READY  
5255 Manhattan Rd.  
Jackson, MS  
(601) 981-1897--Residence Ph.#  
(601) 922-5367--Business Ph.#

ASSUMPTION 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, and the further consideration of the assumption and the agreement to pay by the Grantee herein, as and when due, the unpaid balance of that certain indebtedness secured by a deed of trust of record in favor of Colonial Mortgage Company dated September 3, 1982, and recorded in the records of the Chancery Clerk of Madison County, Mississippi, I, the undersigned AMY C. READY, do hereby sell, convey and warrant unto CLAYTON F. READY that certain land and property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

The following described real property, lying and being situated in the City of Ridgeland, Madison County, Mississippi, and more particularly described as follows, to-wit:

Lot Two (2), RIDGELAND EAST, Part 1, 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 Cabinet A at Slide 143, reference to which map or plat is hereby made in aid of and as a part of this description.

Excepted from the warranty of this conveyance are any and all easements, dedications, rights-of-way, mineral reservations and mineral conveyances and restrictive covenants of record pertaining to or affecting the usage of the herein described property.

As a further consideration herein Grantee will take all reasonable steps to have Grantor's name removed from the above mortgage and will indemnify and hold harmless the Grantor from any loss as a result of this mortgage.

It is understood and agreed that taxes for the current year have been prorated and the Grantee assumes all ad valorem taxes assessed against said property for 1987 and subsequent years.

BOOK 234 529

The Grantor herein conveys to the Grantee all of her right, title and interest in and to all escrow funds now held on deposit in connection with the herein described property, including the unexpired portion of the hazard insurance policy now in effect covering the residence located on said lot.

Grantor further states that she hereby relinquishes any right of any type, nature or kind in and to said property.

WITNESS MY SIGNATURE, this the 24th day of November, 1987.

Amy Camille Ready  
AMY CAMILLE READY

NO TITLE OPINION RENDERED

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named AMY CAMILLE READY, who acknowledged to me that she signed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 24th day of November, 1987.

Charles Rein  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires  
4-12-1991

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 9 day of Dec, 1987, at 9:00 o'clock P.M. and was duly recorded on the 9 day of DEC, 1987, Book No. 234 on Page 528.

Witness my hand and seal of office, this the 9 day of DEC, 1987.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

WARRANTY DEED

BOOK 234 530

12530 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 and sufficiency of all of which is hereby acknowledged, I, the undersigned, JAMES HARVEY HANEY, do hereby sell, convey and warrant unto CHARLES MICHAEL INGRAM and wife, SABRINA HANEY INGRAM, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property which is situated, lying and being in Madison County, Mississippi described as follows, to-wit:

Lot One (1), Cobblestone Subdivision, Part One (1), a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Cabinet C at Page 8, reference to which is hereby 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 and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantees or their assigns any deficit on an actual proration and, likewise, the Grantees agree to pay to the Grantor any amount overpaid by him.

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

WITNESS THE SIGNATURE of the Grantor on this the 18<sup>th</sup> day of November, 1987.

*James Harvey Haney*  
JAMES HARVEY HANEY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named JAMES HARVEY HANEY, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned. GIVEN UNDER MY HAND and official seal of office this the 18<sup>th</sup> day of November, 1987.

MY COMMISSION EXPIRES:

My Commission Expires May 20, 1989

ADDRESS OF GRANTOR:

P.O. 12066  
TACKSOW, MS 39211  
TELEPHONE: 856-1412  
Home 856-8367

*A. James Probert*  
NOTARY PUBLIC

ADDRESS OF GRANTEE:

103 Lockwood Drive  
Madison, MS 39110  
TELEPHONE: (601) 856-9411 home  
(601) 856-1412 work  
(601) 362-0710 apt 47  
his work

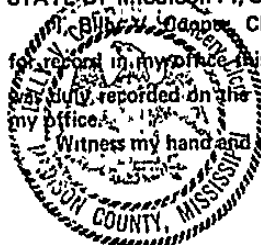
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 9 day of December, 1987, at 9:00 o'clock A.M., and was duly recorded on this DEC 9 1987 day of December, 1987, Book No. 234 on Page 530.

Witness my hand and seal of office, this the DEC 9 1987 day of December, 1987.

BILLY V. COOPER, Clerk

By *M. Wright*, D.C.



BOOK 234 531

INDEXED  
12533

EASEMENT AND RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, VIRGIL CULIPHER, JR. and wife, DELLA CULIPHER, Grantors, do hereby sell, convey and warranty unto MADISON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF MISSISSIPPI, Grantee a right-of-way and easement in, over and across a strip of land 30 feet in width off of the east side of the following tract:

The SW1/4 SW1/4 of Section 17, and N1/2 NW1/4 NW1/4 of Section 20, all in Township 9 North, Range 4 East, Madison County, Mississippi as was conveyed by Mrs. Lloyd P. Musselwhite to Amos Dowdle, Jr. by instrument dated October 25, 1956 and recorded in Book 66 at page 354 in the records in the office of the Chancery Clerk of Madison County.

Said Easement shall be for the purpose of maintaining a public road over and across the Easement described above and Grantees shall have the right of ingress and egress as shall be reasonably necessary to maintain and improve said road.

WITNESS OUR SIGNATURES on this the 7th day of

December, 1987.

Virgil Culipher Jr.  
Virgil Culipher Jr.

Della Culipher  
Della Culipher

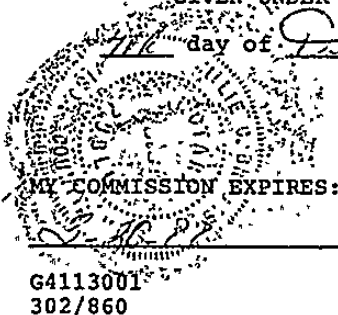


BOOK 234 532

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned  
authority in and for the jurisdiction aforesaid,  
the within named Virgil Culipher, Jr. and Della  
Culipher, who stated and acknowledged to me that  
they 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  
17th day of December, 1987.



William C. Brock  
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 on this 9 day of Dec, 1987, at 10:00 clock A.M., and  
fully recorded on the DEC 10 1987 day of DEC 10 1987, Book No 234 on Page 531 in  
my office. Witness my hand and seal of office, this the DEC 10 1987 of 1987.

BILLY V. COOPER, Clerk

By n. W. W. W. D.C.

## RELEASE FROM DELINQUENT TAX SALE No

STATE OF MISSISSIPPI  
COUNTY OF MADISON  
CITY OF

RELEASE

INDEXED

IN CONSIDERATION OF Twenty seven & 48/100 DOLLARS  
received from Arthur Lee Anderson, the amount necessary to redeem  
the following described property:

DESCRIPTION OF PROPERTY	SEC.	TWP.	RANGE	ACRES
130 ft of SE 1/4 of Lot 28 + 37 ft of N 1/2 of Lot 30 less 19.5 ft of W 1/2 of Section 11 D 13 174-634 # 0930-19C-214			Carson	

assessed to Arthur Lee Anderson, et al and sold to George and Edna Hollingsworth  
at Delinquent Tax Sale on the 31 day of Aug, 19 87, for taxes thereon for the year 19 86  
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 9 day of Dec, 19 87.

BILLY V. COOPER

Chancery Clerk

BY

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 ..... \$ 16.53
2. Interest from February 1st to date of sale @ 1% per month ..... \$ 1.16
3. Publisher's Fee @ \$1.50 per publication ..... \$ 3.00
4. SUB-TOTAL (amount due at tax sale) ..... \$ 20.69

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

5. Damages of 5% on amount of delinquent taxes (5% x line #1) ..... \$ .83

## 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 &amp; 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) ..... \$
20. SUB-TOTAL (ITEMS I, II, III & IV) ..... \$ 22.02

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

21. Interest on all taxes and cost @ 1% per month from date of sale ( 4 months x line #20) ... \$ .88

## 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) ..... \$
27. SUB-TOTAL (add line 21 and 26) ..... \$ 23.00

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

28. Clerk's fee of 1% of amount necessary to redeem (1% x line 27) ..... \$ .23

## VIII. OTHER FEES:

29. Clerk's fee for recording release (25-7-9(f)) ..... \$2.00 \$ 2.00
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) ..... \$ 4.25
33. GRAND TOTAL (add line 20 and line 33) ..... \$ 26.15

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

day of 9th Dec, 19 87

BILLY V. COOPER

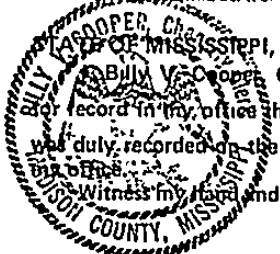
Chancery Clerk

BY:

D.C.

HEDDERMAN BROTHERS-JACKSON, MS

APPROVED BY AUD. STATE DEPT. OF AUDIT 12/86



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 9 day of Dec, 19 87, at 12:50 o'clock P. M., and  
was duly recorded on the DEC 10 1987 day of DEC 10 1987, 19 87, Book No 234 on Page 533. in  
my office.

Witness my hand and seal of office, this the 9 day of Dec, 19 87.

BILLY V. COOPER, Clerk

By

D.C.

BOOK 234 534

SUBSTITUTED TRUSTEE'S DEED

INDEXED

12538

WHEREAS, on September 4, 1981, Richard B. Donohue, single and Suzanne B. Kahn, single (Co-Mortgagors), executed a deed of trust to Tom B. Scott, Jr., Trustee for the benefit of Unifirst Federal Savings and Loan Association, which deed of trust is recorded in Deed of Trust Book 491 at Page 79 in the office of the Chancery Clerk of Madison County, State of Mississippi; and

WHEREAS, the aforesaid deed of trust was assigned to Federal National Mortgage Association by instrument dated October 8, 1981, recorded in Book 492 at Page 598 of the records of the aforesaid Chancery Clerk; and

WHEREAS, Federal National Mortgage Association, the legal holder of said deed of trust and the note secured thereby, substituted Tom B. Scott, III as Trustee therein as authorized by the terms hereof, by instrument dated October 26, 1987, and recorded in Book 635 at Page 33 of the records of the aforesaid Chancery Clerk; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and the legal holder of said indebtedness, Federal National Mortgage Association, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees and expenses of sale; and

WHEREAS, the undersigned Substituted Trustee, after posting and publication of Notice of Sale as required by the terms of the deed of trust and the laws of the State of Mississippi, within legal hours, (being between the hours of 11:00 A.M. and 4:00

BOOK 234 535

P.M.), on the 4th day of December, 1987, at public outcry, offered the hereinafter described property for sale at the South door of the County Courthouse at Canton, County of Madison, State of Mississippi; and

WHEREAS, Federal National Mortgage Association, acting by and through its duly authorized agent, did appear and make the highest and best bid, and

WHEREAS, I did, through my duly authorized agent, strike off the said property to the said Federal National Mortgage Association.

NOW, THEREFORE, in consideration of the sum of SIXTY-FOUR THOUSAND, THIRTY-ONE AND 34/100 DOLLARS (\$64,031.34), cash paid in hand, receipt of which is hereby acknowledged, I, Tom B. Scott, III, Substituted Trustee, under the hereinbefore mentioned Deed of Trust, do sell and convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION the above described land and property situated in Madison County, Mississippi, to-wit:

Lot 79, Longmeadow Subdivision, Part Two, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 16, reference to which is hereby made.

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

WITNESS my signature, this the 8th day of December, 1987.

Tom B. Scott III  
TOM B. SCOTT, III  
Substituted Trustee

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named Tom B. Scott, III, Substituted Trustee, who acknowledged before me that he signed and delivered the above and foregoing Substituted Trustee's Deed on the year and date therein mentioned.

GIVEN under my hand and official seal of office, this the 8th day of December, 1987.

B T Helms  
NOTARY PUBLIC

My Commission Expires:

April 30, 1989

Grantor's Address:

P.O. Box 2009  
Jackson, MS 39215-2009  
(601) 353-9522

Grantee's Address:

950 East Paces Ferry Road  
Suite 1800  
Atlanta, GA 30326  
(404) 365-6000

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 8th day of December, 1987, at 1:40 o'clock P. M., and duly recorded on the DEC 10 1987 day of December, 1987, Book No. 234 on Page 534 in my office.

Witness my hand and seal of office, this the DEC 10 1987 day of December, 1987.

BILLY V. COOPER, Clerk

By B. Wright, D.C.

WARRANTY DEED

BOOK 234 PAGE 537

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, the undersigned ROBERT J. SCHABILION, do hereby sell, convey and warrant unto GEM & LAPIDARY WHOLESALERS, INC., the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at an iron pin that is 2080.95 feet East of the SW corner of Section 20, T-8-N, R-1-W:

Run thence North 305.13 feet to an iron pin at the SW corner of Robert J. Schabilion's house lot; thence N 85° 27 minutes East 416.21 feet along the South line of said lot to an iron pin on the West side of Petrified Forest road; thence South 1° 42 minutes West 337.15 feet along a fence and the West side of said road to an iron pin on the South line of said Section 20, T-8-N, R-1-W; thence West 405.95 feet along said South line of Section 20, to the Point of Beginning, containing 3.03 acres in the SE¼ of SW¼ of Section 20, T-8-N, R-1-W, Madison County, Mississippi.

WITNESS MY SIGNATURE this 9<sup>th</sup> day of December, 1987.

ROBERT J. SCHABILION

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid ROBERT J. SCHABILION who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 9<sup>th</sup> day of December,

NOTARY PUBLIC

My Commission expires: My Commission Expires December 6, 1990

GRANTOR

Robert J. Schabilion  
P.O. Box 98  
Flora, Mississippi 39071  
(601) 879-8832

GRANTEE

Gem & Lapidary Wholesalers, Inc.  
P.O. Box 98  
Flora, Mississippi 39071  
(601) 879-8832

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 9<sup>th</sup> day of December, 1987, at 4:00 o'clock P.M., and was duly recorded on the 10<sup>th</sup> day of December, 1987, in Book No. 234 on Page 537. in my office, this the 10<sup>th</sup> day of December, 1987.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

QUITCLAIM DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, including, but not limited to the continued payment and performance under the Agreement for Sale and Purchase of Real Property, Deed of Trust and related documents executed in September, 1986, I, Ross R. Barnett, Jr., as a residuary beneficiary under the Last Will and Testament of Ross R. Barnett, and as one of the sole heirs-at-law of Ross R. Barnett, do hereby sell, convey and quitclaim all of my right, title and interest in and to the following described land and property to Brent L. Johnston, said land and property being situated in the City of Madison, Madison County, Mississippi, and being more particularly described as follows:

Commence at the corner common to Sections 20, 21, 28, and 29, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 89 degrees 53 minutes east and along a line common to Section 21 and 28 for a distance of 2,645.7 feet to a point on the west line of the West Half of the Southeast Quarter of said Section 21; run thence north 00 degrees 04 minutes east and along said west line of the West Half of the Southeast Quarter of Section 21 for a distance of 1,192.3 feet to a point on the north boundary of Tide Water, Part Two, a subdivision in said Section 21, according to a map or plat thereof on file and of record in Plat Cabinet B at Slot 74 in the office of the Chancery Clerk at Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description, said point being 47.8 feet due east of the northwest corner of said Tide Water, Part Two; run thence due east and along the north boundary of said Tide Water, Part Two, for a distance of 14.9 feet to the point of beginning of the parcel of land described as follows:

Run thence north 00 degrees 32 minutes west and along an existing fence for a distance of 1,449.2 feet to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 21; run thence north 89 degrees 54 minutes east and along the north line of said Northwest Quarter of the Southeast Quarter of said Section 21 for a

distance of 1,324.6 feet to a concrete monument at the northeast corner; run thence south 03 degrees 07 minutes east along an existing fence for a distance of 537.1 feet to a point; run thence south 01 degrees 14 minutes west along an existing fence for a distance of 915.7 feet to a point; run thence due west for a distance of 35.9 feet to the northeast corner of said Tide Water, Part Two; continue thence due west and along the north boundary of said Tide Water, Part Two for a distance of 1,284.7 feet to the point of beginning.

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

This Quitclaim Deed is executed for the purpose of correcting errors contained in the original Conservators Deed between the Conservatorship of Ross R. Barnett, Sr. and Brent L. Johnston dated September 23, 1986 and recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Book 219 at Page 729. Nothing in this Deed does or is intended to restrict, expand, or in any way modify the Agreement for Sale and Purchase of Real Property, Deed of Trust and related documents executed between the Conservatorship of Ross R. Barnett, Sr. and Brent L. Johnston in September, 1986.

WITNESS MY SIGNATURE this 4<sup>th</sup> day of December, 1986.

Ross R. Barnett, Jr.  
ROSS R. BARNETT, JR.

STATE OF MISSISSIPPI  
COUNTY OF Hinds

PERSONALLY appeared before me this date, the undersigned authority in and for the jurisdiction aforesaid, the within named Ross R. Barnett, Jr., Grantor herein, who, after being by me first duly sworn on oath, stated that he executed and delivered the above and foregoing instrument on the date and year



therein mentioned, to be his own free act and deed.  
 GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the  
 9 day of December, 1987.

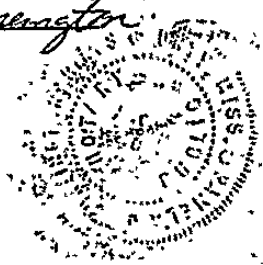
*James J. Cunningham*  
 NOTARY PUBLIC

My Commission Expires:

*Jan 6 1990*

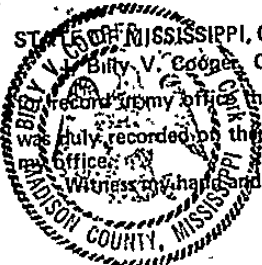
GRANTOR'S ADDRESS: Ross R. Barnett, Jr.  
 501 South State Street  
 Jackson, MS 39201-5306  
 Phone Number: 948-6640

GRANTEE'S ADDRESS: Brent L. Johnston  
 P. O. Box 12618  
 Jackson, MS 39211  
 Phone Number: 956-3201



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 9 day of December, 1987, at 4:10 P.M., and  
 was duly recorded on this DEC 10 1987 day of December, 1987, Book No. 234 on Page 538, in  
 my office.  
 Witness my hand and seal of office, this the DEC 10 1987 day of December, 1987.



BILLY V. COOPER, Clerk

By *N. Wright*

nc

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other and good valuable consideration, the receipt and sufficiency of all of which are both hereby acknowledged, and pursuant to the authority contained in the Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, dated September 18, 1986, and entered in Cause No. P-3711, the undersigned ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr., 501 South State Street, Jackson, Mississippi 39201, (601) 948-6640, Grantor, does hereby sell, convey, and warranty unto BRENT L. JOHNSTON, P.O. Box 12618, Jackson, Mississippi 39211, (601) 956-3201, Grantee, all of the right, title, and interest of Ross R. Barnett, Sr., in and to the following describe land and property lying and being situated in the City of Madison, Madison County, Mississippi, more particularly described as follows, to-wit:

Commence at the corner common to Sections 20, 21, 28, and 29, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 89 degrees 53 minutes east and along a line common to Section 21 and 28 for a distance of 2,645.7 feet to a point on the west line of the West Half of the Southeast Quarter of said Section 21; run thence north 00 degrees 04 minutes east and along said west line of the West Half of the Southeast Quarter of Section 21 for a distance of 1,192.3 feet to a point on the north boundary of Tide Water, Part Two, a subdivision in said Section 21, according to a map or plat thereof on file and of record in Plat Cabinet B at Slot 74 in the office of the Chancery Clerk at Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description, said point being 47.8 feet due east of the northwest corner of said Tide Water, Part Two; run thence due east and along the north boundary of said Tide Water, Part Two, for a distance of 14.9 feet to the point of beginning of the parcel of land described as follows:

Run thence north 00 degrees 32 minutes west and along an existing fence for a distance of 1,449.2 feet to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 21; run thence north 89 degrees 54 minutes east and along the north line of said Northwest Quarter of the Southeast Quarter of said Section 21 for a distance of 1,324.6 feet to a concrete monument at the northeast corner; run thence south 03 degrees 07 minutes east along an existing fence for a distance of 537.1 feet to a point; run thence south 01 degrees 14 minutes west along an existing fence for a distance of 915.7 feet to a point; run thence due west

for a distance of 35.9 feet to the northeast corner of said Tide Water, Part Two; continue thence due west and along the north boundary of said Tide Water, Part Two for a distance of 1,284.7 feet to the point of beginning.


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

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

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

This Correction Conservator's Deed is for the purpose of revising and correcting errors in the legal description contained in the original Conservator's Deed between the parties hereto, dated September 23, 1986, and recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 219 at Page 729.

WITNESS THE SIGNATURE of the undersigned, as of the 2<sup>nd</sup> day of December, 1987.

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

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named ROSS R. BARNETT, JR., Conservator of Ross R. Barnett, Sr., who acknowledged to me that he signed, executed, and delivered the above and foregoing Corrected Conservator's Deed, after first being duly authorized so to do, on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 2<sup>nd</sup> day of December, 1987.

MY COMMISSION EXPIRES:

Jan 6 1990

  
NOTARY PUBLIC

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  
recorded in my office this 9 day of Dec, 1987, at 4:10 o'clock P. M., and  
was duly recorded on the DEC 10 1987 day of DEC 10 1987, 19....., Book No 234 on Page 541 in  
my office.  
Witness my hand and seal of office, this the ..... of DEC 10 1987, 19.....  
BY BILLY V. COOPER, Clerk  
By m. Wright, D.C.

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, including, but not limited to the continued payment and performance under the Agreement for Sale and Purchase of Real Property, Deed of Trust and related documents executed in September, 1986, I, Virginia Barnett Branum, as a residuary beneficiary under the Last Will and Testament of Ross R. Barnett, and as one of the sole heirs-at-law of Ross R. Barnett, do hereby sell, convey and quitclaim all of my right, title and interest in and to the following described land and property to Brent L. Johnston, said land and property being situated in the City of Madison, Madison County, Mississippi, and being more particularly described as follows:

Commence at the corner common to Sections 20, 21, 28, and 29, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 89 degrees 53 minutes east and along a line common to Section 21 and 28 for a distance of 2,645.7 feet to a point on the west line of the West Half of the Southeast Quarter of said Section 21; run thence north 00 degrees 04 minutes east and along said west line of the West Half of the Southeast Quarter of Section 21 for a distance of 1,192.3 feet to a point on the north boundary of Tide Water, Part Two, a subdivision in said Section 21, according to a map or plat thereof on file and of record in Plat Cabinet B at Slot 74 in the office of the Chancery Clerk at Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description, said point being 47.8 feet due east of the northwest corner of said Tide Water, Part Two; run thence due east and along the north boundary of said Tide Water, Part Two, for a distance of 14.9 feet to the point of beginning of the parcel of land described as follows:

Run thence north 00 degrees 32 minutes west and along an existing fence for a distance of 1,449.2 feet to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 21; run thence north 89 degrees 54 minutes east and along the north line of said Northwest Quarter of the Southeast Quarter of said Section 21 for a

distance of 1,324.6 feet to a concrete monument at the northeast corner; run thence south 03 degrees 07 minutes east along an existing fence for a distance of 537.1 feet to a point; run thence south 01 degrees 14 minutes west along an existing fence for a distance of 915.7 feet to a point; run thence due west for a distance of 35.9 feet to the northeast corner of said Tide Water, Part Two; continue thence due west and along the north boundary of said Tide Water, Part Two for a distance of 1,284.7 feet to the point of beginning.

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

This Quitclaim Deed is executed for the purpose of correcting errors contained in the original Conservators Deed between the Conservatorship of Ross R. Barnett, Sr. and Brent L. Johnston dated September 23, 1986 and recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Book 219 at Page 729. Nothing in this Deed does or is intended to restrict, expand, or in any way modify the Agreement for Sale and Purchase of Real Property, Deed of Trust and related documents executed between the Conservatorship of Ross R. Barnett, Sr. and Brent L. Johnston on the \_\_\_\_\_ day of September, 1986.

WITNESS MY SIGNATURE this 3rd day of December, 1987.

Virginia Barnett Branum  
VIRGINIA BARNETT BRANUM

STATE OF ~~MISSISSIPPI~~ North Carolina  
COUNTY OF Buncombe

PERSONALLY appeared before me this date, the undersigned authority in and for the jurisdiction aforesaid, the within named Virginia Barnett Branum, Grantor herein, who, after being by me first duly sworn on oath, stated that she executed and delivered the above and foregoing instrument on the date and year

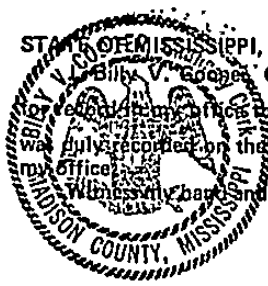
therein mentioned, to be her own free act and deed.  
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the  
3 day of December, 1987.

My Commission Expires: 8-16-89  
NOTARY PUBLIC  
John P. Wilson  
Chancery Clerk



GRANTOR'S ADDRESS: Virginia Barnett Branum  
Box 1064  
Montreat, N. C. 28757  
Phone Number: 704-669-2822

GRANTEE'S ADDRESS: Brent L. Johnston  
P. O. Box 12618  
Jackson, MS 39211  
Phone Number: 956-3201



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 9 day of Dec, 1987, at 4:10 o'clock P. M., and  
was duly recorded on this DEC 10 day of 1987, 1987, Book No. 234 on Page 543 in  
my office.  
Witness my hand and seal of office, this the DEC 10 day of 1987, 1987.

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

QUITCLAIM DEED

INDEXED

12546

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 are hereby acknowledged, including, but not limited to the continued payment and performance under the Agreement for Sale and Purchase of Real Property, Deed of Trust, and related documents executed in September, 1986, I, Ouida Barnett Atkins, as a residuary beneficiary under the Last Will and Testament of Ross R. Barnett, and as one of the sole heirs-at-law of Ross R. Barnett, do hereby sell, convey and quitclaim all of my right, title and interest in and to the following described land and property to Brent L. Johnston, said land and property being situated in the City of Madison, Madison County, Mississippi, and being more particularly described as follows:

Commence at the corner common to Sections 20, 21, 28, and 29, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 89 degrees 53 minutes east and along a line common to Section 21 and 28 for a distance of 2,645.7 feet to a point on the west line of the West Half of the Southeast Quarter of said Section 21; run thence north 00 degrees 04 minutes east and along said west line of the West Half of the Southeast Quarter of Section 21 for a distance of 1,192.3 feet to a point on the north boundary of Tide Water, Part Two, a subdivision in said Section 21, according to a map or plat thereof on file and of record in Plat Cabinet B at Slot 74 in the office of the Chancery Clerk at Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description, said point being 47.8 feet due east of the northwest corner of said Tide Water, Part Two; run thence due east and along the north boundary of said Tide Water, Part Two, for a distance of 14.9 feet to the point of beginning of the parcel of land described as follows:

Run thence north 00 degrees 32 minutes west and along an existing fence for a distance of 1,449.2 feet to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 21; run thence north 89 degrees 54 minutes east and along the north line of said Northwest Quarter of the Southeast Quarter of said Section 21 for a

distance of 1,324.6 feet to a concrete monument at the northeast corner; run thence south 03 degrees 07 minutes east along an existing fence for a distance of 537.1 feet to a point; run thence south 01 degrees 14 minutes west along an existing fence for a distance of 915.7 feet to a point; run thence due west for a distance of 35.9 feet to the northeast corner of said Tide Water, Part Two; continue thence due west and along the north boundary of said Tide Water, Part Two for a distance of 1,284.7 feet to the point of beginning.

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

This Quitclaim Deed is executed for the purpose of correcting errors contained in the original Conservators Deed between the Conservatorship of Ross R. Barnett, Sr. and Brent L. Johnston dated September 23, 1986 and recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Book 219 at Page 729. Nothing in this Deed does or is intended to restrict, expand, or in any way modify the Agreement for Sale and Purchase of Real Property, Deed of Trust and related documents executed between the Conservatorship of Ross R. Barnett, Sr. and Brent L. Johnston in September, 1986.

WITNESS MY SIGNATURE this 4<sup>th</sup> day of

December, 1987.

*Ouida Barnett Atkins*  
OUIDA BARNETT ATKINS

STATE OF MISSISSIPPI  
COUNTY OF Franklin

PERSONALLY appeared before me this date, the undersigned authority in and for the jurisdiction aforesaid, the within named Ouida Barnett Atkins, Grantor herein, who, after being by me first duly sworn on oath, stated that she executed and delivered the above and foregoing instrument on the date and year



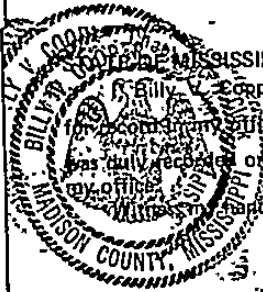
therein mentioned, to be her own free act and deed.  
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 7  
day of December, 1987

Brenda P. Stephens  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires March 8, 1989

GRANTOR'S ADDRESS: Ouida Barnett Atkins  
220 Edgewood Terrace; #R-1  
Jackson, MS 39206  
Phone Number: 981-6713

GRANTEE'S ADDRESS: Brent L. Johnston  
P. O. Box 12618  
Jackson, MS 39211  
Phone Number: 956-3201



MISSISSIPPI, County of Madison:  
Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
in my office this 7 day of December, 1987, at 6:16 clock P. M., and  
as duly recorded on the 7 day of December, 1987, Book No 234 on Page 546. in  
and seal of office, this the 7 day of December, 1987.

BILLY V. COOPER, Clerk

By H. Wright, D.C.

POWER OF ATTORNEY

STATE OF MISSISSIPPI

COUNTY OF HINDS

INDEXED  
R- 120  
INDEXED  
12555

KNOW ALL MEN BY THESE PRESENTS, that I, Ann Sullivan Woodliff, do hereby constitute and appoint GEORGE F. WOODLIFF, III of the First Judicial District of Hinds County, Mississippi, my full and lawful attorney in fact to execute deeds, deeds of trust, contracts, easements, and all types of conveyances of and pertaining to any and all lots and parcels of land lying and being situated in Highland Colony Subdivision, Madison County, Mississippi, as reflected by plats of said subdivisions recorded in the office of the Chancery Clerk of Madison County, Mississippi (and as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference), and to collect receipts and considerations and give valid receipts therefor, and I do hereby grant unto said George F. Woodliff, III full power and authority to act in my name, place and stead in performing the acts hereinabove stated.

This Power of Attorney grants unto said George F. Woodliff, III full power to execute the aforesaid instruments for me as to my undivided interest in all lots, parcels and tracts in said subdivision, whether vested in me presently or whether hereafter acquired by me.

WITNESS my signature this the 23 day of December, 1986.

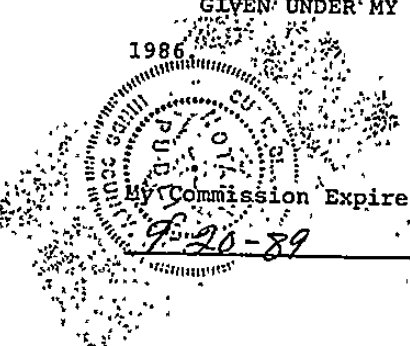
Ann Sullivan Woodliff  
ANN SULLIVAN WOODLIFF

STATE OF ~~WASHINGTON~~ MISSISSIPPICOUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ANN SULLIVAN WOODLIFF, who acknowledged that she signed and delivered the above and foregoing Power of Attorney on the day and year therein stated for the purposes therein named.

GIVEN UNDER MY HAND AND SEAL this the 23rd day of December,

1986

A circular notary seal for L. Clayton, Notary Public, State of Mississippi. The seal contains the text "NOTARY PUBLIC", "STATE OF MISSISSIPPI", and "L. CLAYTON".

My Commission Expires:

9-20-89

Ludie L. Clayton  
NOTARY PUBLIC

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned GEORGE F. WOODLIFF, 1400 Capital Towers, Jackson, Mississippi 39201, do hereby remise, release, quitclaim and convey, subject to the hereinafter exceptions, to GEORGE F. WOODLIFF, III, DANIEL M. WOODLIFF, ANN SULLIVAN WOODLIFF and RUTH MORSE WOODLIFF, my four children, 1400 Capital Towers, Jackson, Mississippi 39201, as tenants in common, an undivided one-twentieth (1/20) interest in and to the following land situated in the City of Ridgeland, County of Madison, State of Mississippi, to-wit:

The East Half (E 1/2) of Lots 3 and 6 of Block 41, Highland Colony, a subdivision, according to a map or plat of record at page 6 in Plat Book 1 in the office of the Chancery Clerk of Madison County, Mississippi;

Also the East Half (E 1/2) of Lots 3 and 6 and all of Lots 2 and 7 of Block 43 of said Highland Colony Subdivision;

Also the two acres of land formerly owned by a church and completely enclosed on the North, West and South by said Lot 7 of Block 43 and the Old Canton Road on the East and shown on said official plat of said Highland Colony;

Also all my right, title and interest in all of the unnamed streets, as shown on the hereinabove described plat, running North and South on the East side of said Block 41, and between Lots 2 and 7 on the East side and Lots 3 and 6 on the West side of said Block 43, and North of Lot 2 in said Block 43, and between the East Half (E 1/2) of Lot 6 in said Block 41 and the East Half (E 1/2) of Lot 3 in said Block 43 of the said Highland Colony Subdivision;

Also that small triangular fraction of land lying East of Lot 2 of Block 43 of said Highland Colony Subdivision, West of the present existing and used Old Canton - Jackson Road, and South of the line being a continuation of the North line of said Lot 2 extended East to said Road;

Less and except portions of said land heretofore conveyed as follows: To Exxon Corporation at the Southeast corner of said property being a rectangle which is 150 feet fronting on County Line Road and 200 feet fronting on Old Canton Road; to Gulf Oil Corporation a rectangular tract immediately north of Exxon land fronting 200 feet on Old

EXHIBIT "A"

Canton Road with a depth of 150 feet; a 2-acre tract of land fronting 200 feet on County Line Road in the Southwestern corner of said property having a depth of 544.87 feet, which tract has been conveyed to Capital Investments, a partnership composed of Charles O. Buckner and William V. Lack; and that certain land heretofore sold to ICC Development Company, a portion of which tract being excepted is now occupied by The Kroger Company; and also an undivided twenty per cent (20%) interest in and to the E 1/2 of Lot 3 and the E 1/2 of Lot 6, Block 41, Highland Colony Subdivision, which interest was heretofore conveyed to Saint Andrews Church.

The land described herein is known as the Bailey-Woodliff Land on County Line Road and Old Canton Road in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi.

Ad valorem taxes covering the undivided interest in the above described property for the year 1986 are to be assumed and paid by the Grantees herein.

The land conveyed herein is subject to zoning ordinances and governmental regulations and, also, a power line easement to Mississippi Power & Light Company and certain sewer and water line easements.

There are excepted from this conveyance certain oil, gas and other mineral conveyances which are recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

The above conveyed property does not constitute, and has never constituted, the homestead, or any part thereof, of the undersigned Grantor, GEORGE F. WOODLIFF.

WITNESS MY SIGNATURE, this the 10th day of December, 1986.

  
\_\_\_\_\_  
GEORGE F. WOODLIFF, GRANTOR

STATE OF MISSISSIPPI:

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GEORGE F. WOODLIFF, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein stated for the purposes therein named.

GIVEN UNDER MY HAND AND SEAL this the 10<sup>th</sup> day of December 1986.

Louis H. Basham  
NOTARY PUBLIC

My Commission Expires:

7/30/90

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 6 day of January, 1987, at 9:00 o'clock 9 M., and was duly recorded on the 10 day of JAN, 1987, Book No. 223 on Page 11 in my office.

Witness my hand and seal of office, this the 8 day of JAN, 1987.

BILLY V. COOPER, Clerk

By N. Wright, 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 10 day of December, 1987, at 900 o'clock 9 M., and was duly recorded on the 10 day of DEC, 1987, Book No. 234 on Page 549 in my office.

Witness my hand and seal of office, this the 10 day of DEC, 1987.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

12556

EASEMENT

INDEXED

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

The easement granted hereby covers a strip of land ten (10) feet in width, adjacent and parallel to the proposed Storm Sewer Improvements as per the construction drawings.

For the consideration recited above, Grantors do further grant, sell and convey unto Grantee a temporary construction easement on their respective properties, said easement being described as "strips of land five (5) feet in width, being adjacent, adjoining on each side and parallel to the above-described permanent easement".

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

It is understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and, Grantee

further agrees that upon completion of its work, the property described above shall be put back in substantially the same condition as it was prior to the action by Grantee.

WITNESS our respective signatures on the dates set forth below.

Randolph H. Henderson This 7<sup>th</sup> day of December, 1987, Lot Part 21 Milesview Terrace  
Dr. Randolph Henderson This 7<sup>th</sup> day of December, 1987, 1  
214 E. St. Augustine Dr.

STATE OF MISSISSIPPI  
 COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Randolph H. Henderson, who on oath stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the days and year therein set forth.

Randolph H. Henderson  
 (Name)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 7<sup>th</sup> day of December, 1987.

Wm. S. Whitman  
 Notary Public  
Nov 20 1990  
 My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 10 day of December, 1987, at 9:00 o'clock AM, and was duly recorded on the 10 day of December, 1987, Book No 234 on Page 554. in

Witness my hand and seal of office, this the 10 day of December, 1987.

BILLY V. COOPER, Clerk

By Wm. S. Whitman, D.C.



STATE OF CALIFORNIA

COUNTY OF

Tulame BOOK 234 PAGE 556

12558

INDEXED

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that WE, Wallace G. Wolverton of P. O. Box 188, Columbia, California and Royce M. Wolverton of 638 Cameron Way, Modesto, California, have made, constituted and appointed, and by these presents do hereby make, constitute and appoint Mrs. Faye Woods my true and lawful attorney for us and in our name, place and stead to the estate of RUTH W. COX.

Giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as we might or could do if personally present; hereby ratifying and confirming all that our said attorney shall lawfully do or cause to be done by virtue of these presents.

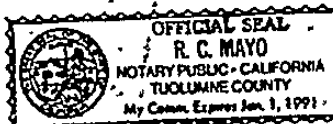
IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 28th day of September, A.D., 19 87.

Wallace G. Wolverton  
WALLACE G. WOLVERTON

SIGNED, SEALED AND DELIVERED in the presence of:

R. C. Mayo  
NOTARY PUBLIC

January 1, 1991  
My Commission Expires

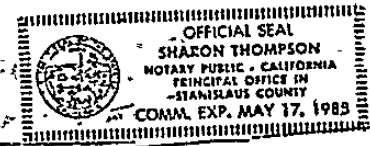


Royce M. Wolverton  
ROYCE M. WOLVERTON

SIGNED, SEALED AND DELIVERED in the presence of:

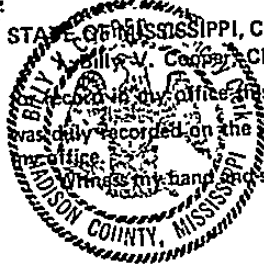
Sharon Thompson  
NOTARY PUBLIC

May 17, 1988  
My Commission Expires



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 10 day of Dec, 19 87, at 5:00 clock P. M., and was duly recorded on the 10 day of Dec, 19 87, Book No 234, on Page 556 in my office.



Witness my hand and seal of office, this the 10 day of Dec, 19 87.  
BILLY V. COOPER, Clerk  
By N. Wright, D.C.

C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 234 PAGE 557

TRUSTEE'S DEED

INDEXED

12559

WHEREAS, Earl Batchelor d/b/a Earl Batchelor Builders executed a Deed of Trust to Bailey Mortgage Company, Beneficiary, R. Conner McAllister, Trustee, dated September 24, 1986, recorded in Book 601 at Page 318 of the records in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default having been made in the payment of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due payable as was its option so to do under the terms thereof, and default was made in said payment and said Trustee was requested and directed by the holder of the Note and Deed of Trust to foreclose under the terms thereof, I, R. Conner McAllister, Trustee, pursuant to the provisions of said Deed of Trust, did on November 30, 1987, during legal hours between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m. at the south entrance of the County Courthouse at Madison County, Canton, Mississippi, offer for sale at public auction and sell to the highest bidder according to law, the following described land and property, with improvements thereon situated, lying and being situated in Madison County, Mississippi more particularly described as follows, to-wit:

Lot 33, Hunter's Pointe I, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at Slide 92, reference to which map or plat is hereby made in aid of and as a part of this description.

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

sold, was given by publication in the Madison County Herald a weekly newspaper published and generally circulated in Madison County, Mississippi, for four (4) consecutive weeks preceding the date of sale. The first notice of publication appeared November 5, 1987, and subsequent notices appeared November 12, 19, and 26, 1987. Proof of publication is attached hereto and incorporated herein by reference. A notice identical to said published notice was posted on the bulletin board at the south front door of the Madison County Courthouse at Canton, Mississippi, on November 4, 1987, and everything necessary to be done was done to make and effect a good and lawful sale.

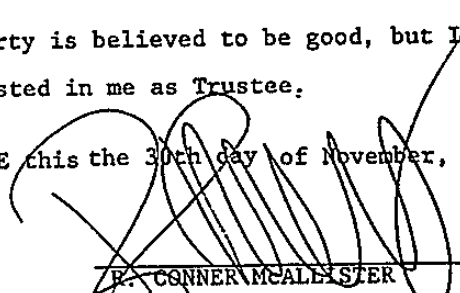
BOOK 234 PAGE 558

At said sale, Bailey Mortgage Company, bid for said property in the amount of \$66,031.71 and this being the highest and best bid, said Bailey Mortgage Company, was declared the successful bidder and the same was then and there struck off to said Bailey Mortgage Company.

NOW, THEREFORE, in consideration of the premises, and in consideration of the price and sum of \$66,031.71 cash in hand paid, receipt of which is hereby acknowledged, I, the undersigned Trustee, do hereby sell and convey unto Bailey Mortgage Company, the land and property above described, together with all improvements thereon.

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

WITNESS MY SIGNATURE this the 30th day of November, 1987.

  
R. CONNER MCALLISTER  
Trustee

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named R. Conner

McAllister, Trustee, who stated to me on oath that he signed and delivered the above and foregoing instrument on the day and in the year therein stated, for the purposes therein mentioned.

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

*Shelley C. Wilcox*  
NOTARY PUBLIC

My Commission Expires:

7-10-89

Grantor's Address: 200 South Lamar St., Suite 308, Jackson, MS 39201; Telephone Number: 948-5740

Grantee's Address: P.O. Box 1389, Jackson, MS 39205; Telephone Number: 949-8000

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

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STATE OF MISSISSIPPI  
COUNTY OF MADISON  
TRUSTEE'S NOTICE OF SALE  
WHEREAS, Earl Balchelor d/b/a Earl Balchelor Builder executed that certain Deed of Trust to R. Conner McAllister, Trustee for Bailey Mortgage Company dated September 24, 1984, and recorded in Book 601 at Page 318 of Deeds of Trust in the office of the Chancery Clerk of Madison County, State of Mississippi, and  
WHEREAS, default having been made in the performance of the conditions and stipulations as set forth by said Deed of Trust, and having been requested so to do by Bailey Mortgage Company the legal holder of the indebtedness secured and described by said Deed of Trust, notice is hereby given that I, R. Conner McAllister, Trustee, by virtue of the authority conferred upon me in said Deed of Trust, will offer for sale and will sell at public sale and outcry to the highest and best bidder for cash, between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m. in front of the south entrance of the County Courthouse at Madison County, Canton, Mississippi, on the 30th day of November, 1987, the following described land and property being the same land and property described in the said Deed of Trust situated in Madison County, Mississippi, to-wit:  
Lot 23, Hunter's Pkette I, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at 3506 12, reference to which map or plat is hereby made in aid of and as a part of this description.  
Title to said property is believed to be good, but I will convey only such title as is vested in me as Trustee.  
WITNESS MY SIGNATURE this the 23rd day of October, 1987.  
R. CONNER McALLISTER  
Trustee  
R. CONNER McALLISTER  
McALLISTER & McMOONEY  
900 South Lamar St., Suite 308  
Jackson, MS 39201  
Telephone: (601) 548-5740  
Spoted: November 4, 1987  
# 4708  
November 5 12, 19, 26, 1987

Trustee Notice of Sale  
Balchelor

has been in said paper 4 times consecutively, to-wit:  
On the 5 day of November, 1987  
On the 12 day of November, 1987  
On the 19 day of November, 1987  
On the 26 day of November, 1987  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

cribed before me, this

November, 1987

James H. Harkins  
Notary

Expires May 22, 1990

James Harkins

Canton, Miss., Nov. 26, 1987

PROOF OF PUBLICATION

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 10 day of Dec, 1987, at 9:00 clock A. M., and was duly recorded on the DEC 10 1987 day of DEC 10 1987, 19\_\_\_\_, Book No 234 on Page 557. in my office.  
Witness my hand and seal of office, this the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_

BILLY V. COOPER, Clerk

By D. Wright, D.C.

C

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 234 PAGE 561  
EASEMENT

INDEXED 12560

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, THE BAILEY COMPANY, LTD., a Mississippi Limited Partnership, by and through its partners, H. C. Bailey, Jr. and William C. Bailey, PLAZA REALTY TRUST, by and through its trustees, H. C. Bailey, Jr. and William C. Bailey, GEORGE F. WOODLIFF, GEORGE F. WOODLIFF, III, Individually, and GEORGE F. WOODLIFF, III, as attorney-in-fact for DAN M. WOODLIFF pursuant to that Power of Attorney dated 12-12-86 and recorded in Book 223 at Page 6 of the records of the Chancery Clerk of Madison County, Mississippi, as attorney-in-fact for ANN S. WOODLIFF pursuant to that Power of Attorney dated 12-23-86 and recorded in Book 223 at Page 11 of the aforesaid records and as attorney-in-fact for RUTH M. WOODLIFF pursuant to that Power of Attorney dated 12-12-86 and recorded in Book 223 at Page 16 of the aforesaid records, do hereby give, grant and convey unto CHARTER MARKETING COMPANY a non-exclusive easement for the purposes of ingress and egress over and across the following described property being more particularly described as follows:

A certain easement being situated in the Southeast 1/4 of the Southeast 1/4 of Section 32, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 32, T7N-R2E; run thence North 89 degrees 49 minutes 19 seconds East and along the North line of said Southeast 1/4 of the southeast 1/4 of Section 36 for a distance of 848.10 feet to a point on the West right of way line of Old Canton Road (as now laid out and improved, September, 1987); run thence South 27 degrees 53 minutes 16 seconds West along the said West right of way line of Old Canton Road a distance of 200.0 feet to the POINT OF BEGINNING of the easement herein described; continue thence South 27 degrees

53 minutes 16 seconds West along said West  
right of way line for a distance of 39.26  
feet; run thence North 61 degrees 59 minutes  
46 seconds West a distance of 73.36 feet; run  
thence North 89 degrees 49 minutes 19 seconds  
East a distance of 83.14 feet to the POINT OF  
BEGINNING, containing 1,440.16 square feet or  
0.0331 acres, more or less.

WITNESS MY SIGNATURE this the 2nd day of December, 1987.

THE BAILEY COMPANY, LTD.

BY: H. C. Bailey, Jr.  
H. C. BAILEY, JR.  
Partner

William C. Bailey  
WILLIAM C. BAILEY  
Partner

PLAZA REALTY TRUST

BY: H. C. Bailey, Jr.  
H. C. BAILEY, JR.  
Trustee

William C. Bailey  
WILLIAM C. BAILEY  
Trustee

George F. Woodliff  
GEORGE F. WOODLIFF

George F. Woodliff, III  
GEORGE F. WOODLIFF, III  
Individually

George F. Woodliff, III  
GEORGE F. WOODLIFF, III,  
as Attorney-in-Fact for  
Dan M. Woodliff, Ann S.  
Woodliff and Ruth M.  
Woodliff

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named H. C. Bailey, Jr. and William C. Bailey who being by me first duly sworn state on oath that they are partners of The Bailey Company, Ltd., a limited partnership, and who acknowledged to me that for and on behalf of said Bailey Company, Ltd., they signed and delivered the above and foregoing instrument on the day and year therein mentioned, they being first duly authorized so to do by said Bailey Company, Ltd.

GIVEN Under my hand and official seal of office this the 2nd day of December, 1987.

George F. Woodliff, III  
NOTARY PUBLIC

My Commission Expires:  
Jan 7, 1991

BOOK 234 PAGE 562

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named H. C. Bailey, Jr. and William C. Bailey who being by me first duly sworn state on oath that they are Trustees of Plaza Realty Trust and who acknowledged to me that for and on behalf of said Plaza Realty Trust, they signed and delivered the above and foregoing instrument on the day and year therein mentioned, they being first duly authorized so to do by said Plaza Realty Trust.

GIVEN Under my hand and official seal of office this the 2nd day of December, 1987.

*Delia C. Smith*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 7, 1990

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, George F. Woodliff, who being by me first duly sworn states on oath that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN Under my hand and official seal of office this the 2nd day of December, 1987.

*Delia C. Smith*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 17, 1988

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named George F. Woodliff, III, who being by me first duly sworn states on oath that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN Under my hand and official seal of office this the 2nd day of December, 1987.

*Delia C. Smith*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 17, 1988

BOOK 231 PAGE 553



STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, George F. Woodliff, III, who being by me first duly sworn states on oath that he signed and delivered as attorney-in-fact for and on behalf of Dan M. Woodliff, Ann S. Woodliff and Ruth M. Woodliff the within and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do.

GIVEN under my hand and official seal of office this the 2 day of December, 1987.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 17, 1988

Grantors' Address and Telephone Number: P. O. Box 1389, Jackson, Mississippi, 39205; 969-1700

Grantee's Address and Telephone Number: P. O. Box 4726, Jacksonville  
Florida, 32232; 904-350-7709

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 10 day of Dec., 1987, at 9:00 o'clock A.M. and as duly recorded on this day of DEC 10 1987, 1987, Book No. 234 on Page 561 in my office.

Witness my hand and seal of office, this the DEC 10 1987, 1987, of

BILLY V. COOPER, Clerk

By n. Wright, D.C.

C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 234 PAGE 565

WARRANTY DEED

12561

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, THE BAILEY COMPANY, LTD., a Mississippi Limited Partnership, by and through its partners, H. C. Bailey, Jr. and William C. Bailey, PLAZA REALTY TRUST, by and through its trustees, H. C. Bailey, Jr. and William C. Bailey, GEORGE F. WOODLIFF, GEORGE F. WOODLIFF, III, Individually, and GEORGE F. WOODLIFF, III, as attorney-in-fact for DAN M. WOODLIFF pursuant to that Power of Attorney dated 12-12-86 and recorded in Book 223 at Page 6 of the records of the Chancery Clerk of Madison County, Mississippi, as attorney-in-fact for ANN S. WOODLIFF pursuant to that Power of Attorney dated 12-23-86 and recorded in Book 223 at Page 11 of the aforesaid records and as attorney-in-fact for RUTH M. WOODLIFF pursuant to that Power of Attorney dated 12-12-86 and recorded in Book 223 at Page 16 of the aforesaid records, do hereby sell, convey, and warrant unto CHARTER MARKETING COMPANY the following described land and property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A certain parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 32, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 32, T7N-R2E; run thence North 89 degrees 49 minutes 19 seconds East and along the North line of said Southeast 1/4 of the Southeast 1/4 a distance of 698.10 feet to the POINT OF BEGINNING of the parcel of land herein described; continue thence North 89 degrees 49 minutes 19 seconds East along the North line of said Southeast 1/4 of the Southeast 1/4 for a distance of 150.0 feet to a point on the West right-of-way line of Old

Canton Road; run thence South 27 degrees 53 minutes 16 seconds West along the West right-of-way line of Old Canton Road for a distance of 200.0 feet; run thence South 89 degrees 49 minutes 19 seconds West a distance of 150.0 feet; run thence North 27 degrees 53 minutes 16 seconds East for a distance of 200.0 feet to the POINT OF BEGINNING, containing 26,472.22 square feet or 0.6077 acres, more or less.

Excepted from the warranty of this conveyance are any and all easements, dedications, rights of way, mineral reservations and mineral conveyances and restrictive covenants of record pertaining to or affecting the herein described property.

It is agreed and understood that the taxes for the current year have been pro-rated 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 Grantee or its assigns any deficit on an actual proration, and likewise the Grantee agrees to pay to the Grantor or its assigns any amount overpaid by it.

It is understood by the parties to this contract that it is the intention of PURCHASER to use the herein described property for the construction thereon of a CHARTER MARKETING retail operation similar in appearance to that facility located on the northeast corner of Highway 51 and Lake Harbor Drive in Ridgeland, Mississippi. In the event PURCHASER does not use the property for this purpose and elects to sell the property to another person or entity, the SELLER named herein shall have the right of architectural approval on any improvements to be built on the herein described property by any party. This provision shall be a covenant and run with the land.

Seller reserves a non-exclusive easement for the purposes of ingress and egress of vehicular and pedestrian traffic over and across that certain property lying within the hereinabove described property more particularly described as follows:

A certain easement being situated in the Southeast 1/4 of the Southeast 1/4 of Section 32, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said

BOOK 234 PAGE 566

Section 32, T7N-R2E; run thence North 89 degrees 49 minutes 19 seconds East and along the North line of said Southeast 1/4 of the Southeast 1/4 of Section 36 for a distance of 848.10 feet to a point on the West right-of-way line of Old Canton Road (as now laid out and improved, September, 1987); run thence South 27 degrees 53 minutes 16 seconds West along the said West right-of-way line of Old Canton Road a distance of 200.0 feet to the POINT OF BEGINNING of the easement herein described; run thence South 89 degrees 49 minutes 19 seconds West for a distance of 150 feet; run thence North 27 degrees 53 minutes 16 seconds East for a distance of 70.57 feet; run thence South 62 degrees 06 minutes 44 seconds East for a distance of 132.36 feet to the POINT OF BEGINNING, containing 4,670.17 square feet or 0.1072 acres, more or less.

BOOK 234 PAGE 567

It is agreed and understood that no permanent structure or structures shall be constructed on said easement by either party with the exception of surface paving.

WITNESS MY SIGNATURE this the 2nd day of December, 1987.

THE BAILEY COMPANY, LTD.

BY:

H. C. BAILEY, JR.  
Partner

WILLIAM C. BAILEY  
Partner

PLAZA REALTY TRUST

BY:

H. C. BAILEY, JR.  
Trustee

WILLIAM C. BAILEY  
Trustee

GEORGE F. WOODLIFE

GEORGE F. WOODLIFE, III  
Individually

GEORGE F. WOODLIFE, III  
as Attorney-in-Fact for  
Dan M. Woodliff, Ann S.  
Woodliff and Ruth M.  
Woodliff

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named H. C. Bailey, Jr. and William C. Bailey who being by me first duly sworn state on oath that they are partners of The Bailey Company, Ltd., a limited partnership, and who acknowledged to me that for and on behalf of said Bailey Company, Ltd., they signed and delivered the above and foregoing instrument on the day and year therein mentioned, they being first duly authorized so to do by said Bailey Company, Ltd.

GIVEN Under my hand and official seal of office this the 2nd day of December, 1987.

*Oliver C. L. Smith*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 7, 1993

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named H. C. Bailey, Jr. and William C. Bailey who being by me first duly sworn state on oath that they are Trustees of Plaza Realty Trust and who acknowledged to me that for and on behalf of said Plaza Realty Trust, they signed and delivered the above and foregoing instrument on the day and year therein mentioned, they being first duly authorized so to do by said Plaza Realty Trust.

GIVEN Under my hand and official seal of office this the 2nd day of December, 1987.

*Oliver C. L. Smith*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 7, 1993

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, George F. Woodliff, who being by me first duly sworn states on oath that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN Under my hand and official seal of office this the 2nd day of December, 1987.

*George F. Woodliff*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 17, 1993

BOOK 234 PAGE 568

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, the within named George F. Woodliff, III, who being by me first duly sworn states on oath that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN Under my hand and official seal of office this the 2<sup>nd</sup> day of December, 1987.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 17, 1989

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, George F. Woodliff, III, who being by me first duly sworn states on oath that he signed and delivered as attorney-in-fact for and on behalf of Dan M. Woodliff, Ann S. Woodliff and Ruth M. Woodliff the within and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do.

GIVEN under my hand and official seal of office this the 2<sup>nd</sup> day of December, 1987.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 17, 1989

Grantors' Address and Telephone Number: P. O. Box 1389, Jackson, Mississippi, 39205; 969-1700

Grantee's Address and Telephone Number: P.O. Box 4726, Jacksonville Florida, 32232; 904-350-7709



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 10 day of Dec. 1987 at 9:00 clock P.M., and was duly recorded on the 10 day of DEC 10 1987, 1987, Book No. 234 on Page 565 in my office.

Witness my hand and seal of office, this the 10 day of DEC 10 1987, 1987.

BILLY V. COOPER, Clerk

By M. Woodliff, D.C.

BOOK 234 PAGE 570

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12564

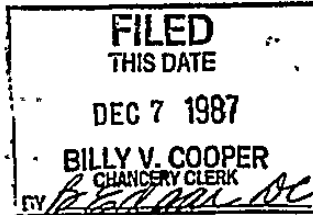
BOOK 109 PAGE 649

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

SHANTHA K. MOORTHY

VS.

KRISHNA B. MOORTHY



PLAINTIFF

CIVIL ACTION  
FILE NO. 27-455

DEFENDANT

JUDGMENT

THIS CAUSE came on for hearing on the motion to find the Defendant in contempt filed by the Plaintiff and upon personal service of process upon the Defendant who did not appear in this cause, and the Court having considered the evidence presented in open court in this cause and further finding that it has jurisdiction of the parties and subject matter in this cause does find in regard to the particulars as follows:

1. That the Plaintiff, Shantha K. Moorthy, is entitled to a judgment against the Defendant, Krishna B. Moorthy, in the amount of \$23,000.00.
2. That the Plaintiff, Shantha K. Moorthy, is entitled to an award of \$500.00 for attorney's fees in this action and that a judgment should be rendered in that amount against the Defendant.
3. That the judgment in the amount of \$23,000.00 should be impressed as a lien upon the property belonging jointly to the parties and located at 7037 Edgewater Drive in the City of Ridgeland, Madison County, Mississippi.
4. That the Defendant pay all costs of court of this proceeding.
5. That the Defendant is in contempt of this court for failing to pay alimony, child support and other requirements of the order of this Court dated July 21, 1986.

IT IS THEREFORE ORDERED AND ADJUDGED that the Defendant, Krishna B. Moorthy, is in civil contempt of this Court.

Rec. in Book 109 Page 649  
The 7 day of Dec. 1987  
Billy V. Cooper C.C.  
By *B. Edgar* D.O.

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff, Shantha K. Moorthy, have and recover from the Defendant, Krishna B. Moorthy, a judgment in the amount of \$23,000.00.

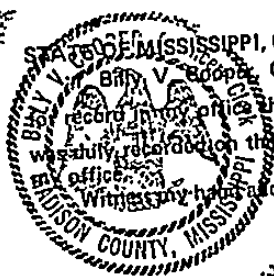
IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff recover from the Defendant the amount of \$500.00 and judgment is hereby entered additionally in that amount as reasonable attorney's fees for the Plaintiff in this cause.

IT IS FURTHER ORDERED AND ADJUDGED that this judgment of \$23,500.00 be impressed as a lien against the joint property of the parties located at 7037 Edgewater Drive, Jackson, Mississippi, said property being located in Ridgeland, Madison County, Mississippi, and that the Plaintiff is entitled to immediate execution on this judgment against the above described real property.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant, Krishna B. Moorthy, pay all cost of court incurred herein, for which let execution issue.

SO ORDERED AND ADJUDGED on this the 7th day of December, 1987.

*[Signature]*  
CHANCERY CLERK



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 10th day of December, 1987, at 9:00 o'clock A. M. and  
was duly recorded on the 10th day of December, 1987, Book No 234 on Page 570 in  
my office on DEC 10 1987  
Witness my hand and seal of office, this the ..... of ..... 19.....

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



STATE OF MISSISSIPPI

BOOK 234 PAGE 572

COUNTY OF MADISON

WARRANTY DEED

Grantee 12565  
Margaret P. Randolph  
124 North Magnolia  
Ridgeland, MS 39157  
Phone - 856-6101

For and in consideration of the price and sum of Ten Dollars (\$10.00) and other valuable consideration, I, Malcolm A. Peevey, Sr., do hereby sell, convey and warrant to Malcolm A. Peevey, Jr. and to Margaret P. Randolph, as joint tenants with the right of survivorship and not as tenants in common, the following described real property located in the Town of Ridgeland, Madison County Mississippi, described as follows, to-wit:

The South One Hundred feet (100 ft.) of Lots Six (6) and Seven (7) Block 39 of the Town of Ridgeland as per plat in office of the Chancery Clerk's Office, Madison County Mississippi, being a portion of the same property acquired by Miss Annie Comstock by deed of record in Book 000 at page 296 of the land deed records of Madison County Mississippi.

The North Ten feet (10 ft) of closed and vacated street abutting the South property lines of Lots Six (6) and Seven (7) Block 39 of the Town of Ridgeland as ordained by the Mayor and Board of Aldermen of the Town of Ridgeland, Mississippi, in regular session assembled on the Fifth (5th) Day of June, 1973. However, the conveyance of this Ten feet (10 ft) herein is subject to that perpetual right-of-way and easement on and across said street for the purpose of laying, constructing, maintaining and replacing utility lines and other public utilities reserved by the Town of Ridgeland.

The above described property is my homestead.

Grantees herein assume and agree to pay advalorem taxes for the year 1987.

Executed this 30<sup>th</sup> day of October 1987.

Malcolm A. Peevey, Sr.  
MALCOLM A. PEEVEY, SR.

BY: Margaret P. Randolph  
MARGARET P. RANDOLPH  
ATTORNEY IN FACT

STATE OF MISSISSIPPI

COUNTY OF MADISON

Before me, the undersigned authority within and for the above jurisdiction, this day personally appeared Margaret P. Randolph, Attorney in Fact for Malcolm A. Peevey, Sr., personally known to me to be the grantor who executed the above instrument, who duly acknowledged that she signed, executed and delivered the above deed on the day and year therein written.

Witness my signature and official seal this 30<sup>th</sup> day of October 1987.

Lilma Coble  
NOTARY PUBLIC

My commission expires:

My Commission Expires July 1, 1989

Grantor  
124 North Magnolia  
Ridgeland, MS 39157  
Phone - 856-6101

Grantee  
Malcolm A. Peevey, Jr.  
211 Benton Road  
Clinton, MS 39056  
Phone - 924-7569

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 10<sup>th</sup> day of December 1987, at 10:00 o'clock A.M., and was duly recorded on the 14<sup>th</sup> day of December 1987, Book No. 234, on Page 572, in

DEC 14 1987

BILLY V. COOPER, Clerk

By M. Wright, D.C.

CORRECTION SUBSTITUTED TRUSTEE'S DEED

INDEXED

WHEREAS, by Substituted Trustee's Deed, dated November 13, 1987, and recorded in Deed Book 233 at page 700 in the office of the Chancery Clerk of Madison County, Mississippi, Kerry Prisock, Substituted Trustee did convey certain real property to Vanessa Ables and,

WHEREAS, it was intended by the parties to said conveyance that said property be conveyed to Paul Robinson and the parties hereto have signed this Correction Substituted Trustee's Deed for the sole purpose of correcting said Substituted Trustee's Deed to reflect the original intent of the parties.

WHEREAS, Michael C. Stoddard, President of Stoddard Enterprises, Inc., executed a Deed of Trust to Don A. McGraw, Jr., Trustee, for Paul Robinson, Canton, Mississippi, on June 19, 1987, to secure the payment of the indebtedness therein described which deed of trust was recorded in Book 561 at page 505 in the records in the office of the Chancery Clerk of Madison County, Mississippi; and,

WHEREAS, Paul Robinson, the legal holder of said deed of trust and the note secured thereby, substituted Kerry Prisock, as Trustee herein, by instrument dated September 22, 1987 recorded in Book 631 at page 749, in the records in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as authorized by the terms thereof, and,

WHEREAS, default was made in the payments and covenants contained in the said deed of trust and the entire debt secured thereby having been declared to be due and payable and the holder of the indebtedness and deed of trust did require the undersigned Trustee to execute the trust; and,

WHEREAS, I, Kerry Prisock, the undersigned, as Substituted Trustee, did execute the trust therein contained by posting a notice of the Substituted Trustee's Notice of Sale at the Bulletin Board at the South Entrance to the Madison County

Courthouse in Canton, Mississippi, and caused publication of said notice to be made in the Madison County Herald, a newspaper within the meaning of the statute, published in the City of Canton, Mississippi, and having a general circulation in Madison County, Mississippi, in the issues of October 22, 1987, October 29, 1987; November 5, 1987; and November 12, 1987; which said notice called for the sale by the undersigned Substituted Trustee on the 13th day of November, 1987, within the legal hours at the South door of the Courthouse of Madison County at Canton, Mississippi, to the highest and best bidder for cash the property described in said deed of trust; and,

WHEREAS, the date and hour set forth in the notice did arrive, and on November 13, 1987, within legal hours at the South door of the Courthouse of Madison County, at Canton, Mississippi, I, the undersigned, Kerry Prisock, Substituted Trustee, did offer for sale to the highest and best bidder for cash the hereinafter described property and the within named purchaser having bid the sum of Ninety Thousand Three Hundred Ninety-three and sixty eight cents Dollars (\$90,393.68) was the highest and best bidder for cash for the purchase of the property described.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ninety Thousand Three Hundred Ninety-three and sixty eight cents Dollars (\$90,393.68) cash in hand paid to me, I, Kerry Prisock, Substituted Trustee, do hereby sell and convey unto Paul Robinson, the following described property lying and being situated in Madison County, Mississippi, to wit:

Southwest Quarter of Northwest Quarter of Section 16, Township 7 North, Range 2 East, less and except 4 acres in the northwest corner and less an except a fifteen (15) foot strip parallel to St. Augustine Drive and less and except the following described parcels which are more particularly described herein.

Commence at the Northwest corner of Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, thence run East 463.93 feet, thence run south 1,318.40 feet; thence South 00 degrees 23

minutes West 374.94 feet; thence North 89 degrees 53 minutes West 276.17 feet to the POINT OF BEGINNING; thence continue North 89 degrees 53 minutes West 174 feet; thence South 00 degrees 41 minutes West 920.60 feet; thence South 89 degrees 59 minutes East 170 feet; thence North 00 degrees 41 minutes East 920.60 feet to the POINT OF BEGINNING. Said parcel lying and being situated in the Southwest Quarter of the Northwest Quarter of Section 16, Township 7 North, Range 2 East, Madison County, Mississippi

AND ALSO LESS AND EXCEPT:

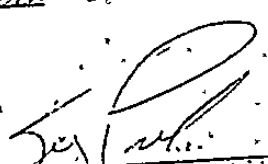
DESCRIPTION OF ST. AUGUSTINE PARK, PART 2

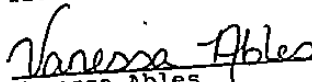
Commence at a concrete monument marking the Northeast corner of Section 16, Township 7 North, Range 2 East and run East for a distance of 463.93 feet to a point; thence South for a distance of 1,693.34 feet to a point; thence North 89 degrees, 53 minutes West for a distance 2.17 feet to the POINT OF BEGINNING of the tract herein described; run thence South 43 degrees, 59 minutes East for a distance of 130.88 feet; thence South 00 degrees, 41 minutes West for a distance of 825.96 feet to a point on the North right-of-way line of St. Augustine Drive; thence North 89 degrees 59 minutes west along said North right-of-way line of St. Augustine Drive a distance of 366.00 feet; thence North 00 degrees, 41 minutes East along the East line of St. Augustine Park, Part 1 for a distance of 920.60 feet; thence South 89 degrees, 53 minutes East for a distance of 273.99 feet to the POINT OF BEGINNING. The herein described parcel contains 7.63 acres, more or less.

The undersigned Kerry Prisock, as Substituted Trustee, hereby conveys such title as is vested in him as such.

The proof of publication of the Substituted Trustee's Notice of Sale published in the Madison County Herald required by law is attached hereto as Exhibit "A".

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

  
Kerry Prisock, Substituted Trustee

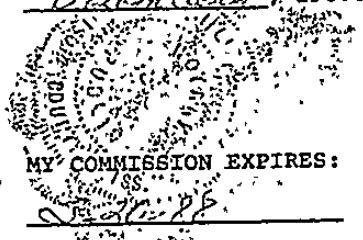
  
Vanessa Ables

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Kerry Prisock, 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 10th day of

December, 1987.



William C. Brack  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

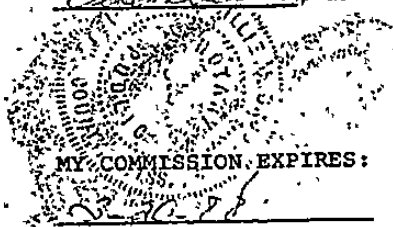
12-30-88

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal this the 10th day of

December, 1987.



William C. Brack  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

12-30-88

Grantor:  
Kerry Prisock  
Substituted Trustee  
503 South State St.  
Jackson, MS 39201

Phone: 354-8627

Grantee:  
Paul Robinson  
361 North Liberty St.  
Canton, MS 39046

(601) 859-4324

H4120803  
3011-1(re)

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 10 day of December, 1987, at 11:30 o'clock 2 M., and duly recorded on the 10 day of DEC. 14, 1987, 1987, Book No 234 on Page 573. In witness my hand and seal of office, this the 10 day of DEC. 14, 1987, 1987.

BILLY V. COOPER, Clerk

By n. Wright, D.C.

INDEXED

12568

## WARRANTY DEED

For, and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), cash paid in hand and other goods and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Bennie Kirkland, does hereby convey and warranty unto BRUCE KIRKLAND and CRAIG KIRKLAND, as joint tenants with full rights of survivorship and not as tenants in common, the following described land property situated in Madison County Mississippi, to-wit:

Lot 8, Village Glen Subdivision Part III, a subdivision according to a map or Plat therefore which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book C, Page 11 reference to which is hereby made in aid of and as part of the description.

Except from the warranty hereof are all restrictive covenants, right of way, easements and mineral reservations of record pertaining to said property.

WITNESS my signature this 10th day of December 1987.

*Bennie Kirkland*  
Bennie Kirkland

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the County and State aforesaid, Bennie Kirkland, who acknowledged to me that he signed and delivered the above foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this Tenth day of December A.D., 1987

6-13-90  
MY COMMISSION EXPIRES

*Betty G. Gurnard*  
NOTARY PUBLIC

Bennie Kirkland - 365 West Northside Drive  
Jackson MS 39225 782-7381

Bruce & Craig Kirkland 235 Bridgeton Avenue  
Jackson MS 39211 957-851



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 10 day of December, 1987, at 11:35 o'clock A.M., and was duly recorded on the DEC 14 1987 day of December, 1987, Book No. 234 on Page 577.

WITNESS my hand and seal of office, this the DEC 14 1987 day of December, 1987.

BILLY V. COOPER, Clerk

By *N. W. White* D.C.

## WARRANTY DEED

INDEXED  
12571

For and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), cash paid in hand and other goods and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Bennie Kirkland, does hereby convey and warranty unto BRUCE KIRKLAND and CRAIG KIRKLAND, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County Mississippi, to-wit:

Lot 38, Village Glen Subdivision Part II, 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 C, Page 10, reference to which is hereby made in aid of and as part of the description.

Except from the warranty hereof are all restrictive convenants, right of way, easements and mineral reservation of record pertaining to said property.

WITNESS my signature this 4<sup>th</sup> day of December 1987.

*Bennie Kirkland*  
Bennie Kirkland

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the County and State aforesaid, Bennie Kirkland, who acknowledged to me that he signed and delivered the above foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the Fourth day of December A.D., 1987.

6-13-90

MY COMMISSION EXPIRES

*Little Greenwood*  
NOTARY PUBLIC

Bennie Kirkland 365 West Northside Drive  
JACKSON MS 39225 782-7381

Bruce & Craig Kirkland 235 Bridgford Ave.  
JACKSON MS 39211 957-0351



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 10 day of December, 1987, at 11:35 o'clock A.M., and was duly recorded on the DEC 14 1987 day of December, 1987, Book No. 234 on Page 578 in DEC 14 1987.

Witness my hand and seal of office, this the 10 day of December, 1987.

BILLY V. COOPER, Clerk

By *N. Wright*, D.C.

RELEASE FROM DELINQUENT TAX SALE N<sup>o</sup>

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STATE OF MISSISSIPPI  
COUNTY OF MADISON  
CITY OF

RELEASE

IN CONSIDERATION OF six hundred sixty three + 69/100 DOLLARS  
received from Wm. Grace Hawthorn, the amount necessary to redeem  
the following described property:

DESCRIPTION OF PROPERTY	SEC.	TWP.	RANGE	ACRES
<u>Lot front 100 ft m.e/s</u>				
<u>Heavy cut 1/2 1/4</u>				
<u>u/o 288</u>				
<u>0720-17A-179</u>				

assessed to Wm. Grace Hawthorn and sold to Wm. Grace  
at Delinquent Tax Sale on the 31 day of Aug, 19 87, for taxes thereon for the year 19  
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 10 day of Dec, 19 87.

BILLY V. COOPER

Chancery Clerk

BY

N. Wright

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 ..... \$ 557.32
2. Interest from February 1st to date of sale @ 1% per month ..... \$ 39.01
3. Publisher's Fee @ \$1.50 per publication ..... \$ 3.00
4. SUB-TOTAL (amount due at tax sale) ..... \$ 599.33

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

5. Damages of 5% on amount of delinquent taxes (5% x line #1) ..... \$ 29.87

## 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 1st 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 &amp; 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) ..... \$ 627.80
20. SUB-TOTAL (ITEMS I, II, III & IV) ..... \$ 627.80

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

21. Interest on all taxes and cost @ 1% per month from date of sale (4 months x line #20) ..... \$ 25.11

## 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) ..... \$ 652.91
27. SUB-TOTAL (add line 21 and 26) ..... \$ 652.91

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

28. Clerks fee of 1% of amount necessary to redeem (1% x line 27) ..... \$ 6.53

## VIII. OTHER FEES:

29. Clerk's fee for recording release (25-7-9(f)) ..... \$2.00 \$ 2.00
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(o)) ..... \$1.00 \$ 1.00
32. Clerk's fee for recording redemption (25-7-21(d)) ..... \$ 25 \$ 25
33. SUB-TOTAL (Other Fees) ..... \$ 4.25

33. GRAND TOTAL (add line 27 and line 33) ..... \$ 663.69

I certify that the above is a true and correct statement of amount necessary to redeem said property, on this the  
day of 10 Dec, 19 87.

BILLY V. COOPER

Chancery Clerk

BY

N. Wright

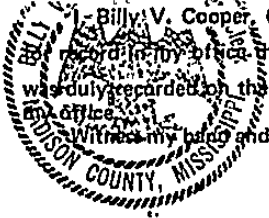
D.C.

HEDERMAN BROTHERS-JACKSON, MS

APPROVED BY: JASS STATE DEPT. OF AUDIT 12/86

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 10 day of Dec, 19 87, at 4:00 o'clock P. M., and  
was duly recorded on the 10 day of Dec, 19 87, Book No 234, on Page 579. in  
the office of the Chancery Clerk, Madison County, Mississippi.



BILLY V. COOPER, Clerk

By

N. Wright

D.C.



INDEXED 288

RELEASE FROM DELINQUENT TAX SALE N<sup>o</sup>STATE OF MISSISSIPPI  
COUNTY OF MADISON  
CITY OF

RELEASE

12578

IN CONSIDERATION OF one hundred ninety two & 80/100 DOLLARS  
received from George M. Brayer, Woods & Son, Inc. the sum necessary to redeem  
the following described property:

DESCRIPTION OF PROPERTY	SEC.	TWP.	RANGE	ACRES
<u>Lot 9 E. Brace St.</u>				
<u>DB 207-578</u>				
<u>8-14-85</u>				
<u>093D - 17-B - 044</u>				

assessed to George M. Brayer and sold to Bradley Williamson  
at Delinquent Tax Sale on the 31 day of Aug, 19 86, for taxes thereon for the year 19 86  
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 10 day of Dec, 19 87.

BILLY V. COOPER

Chancery Clerk

BY N. Wright

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 ..... \$ 157.06  
 2. Interest from February 1st to date of sale @ 1% per month ..... \$ 10.99  
 3. Publisher's Fee @ \$1.50 per publication ..... \$ 3.00  
 4. SUB-TOTAL (amount due at tax sale) ..... \$ 171.05

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

5. Damages of 5% on amount of delinquent taxes (5% x line #1) ..... \$ 7.85

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

6. Fee for taking acknowledgment and filing deed ..... \$ .50 \$ \_\_\_\_\_  
 7. Fee for recording list 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 &amp; 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) ..... \$ \_\_\_\_\_

20. SUB-TOTAL (ITEMS I, II, III & IV) ..... \$ 179.50

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

21. Interest on all taxes and cost @ 1% per month from date of sale (4 months x line #20) ..... \$ 7.18

## 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) ..... \$ \_\_\_\_\_  
 27. SUB-TOTAL (add line 21 and 26) ..... \$ 186.68

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

28. Clerk's fee of 1% of amount necessary to redeem (1% x line 27) ..... \$ 1.87

## VIII. OTHER FEES:

29. Clerk's fee for recording release (25-7-9(f)) ..... \$2.00 \$ 2.00  
 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

SUB-TOTAL (Other Fees) ..... \$ 4.2533. GRAND TOTAL (add line \_\_\_\_\_ and line \_\_\_\_\_) ..... \$ 192.80

I certify that the above is a true and correct statement of amount necessary to redeem said property, on this the  
day of 10th Dec, 19 87

BILLY V. COOPER

Chancery Clerk

BY: N. Wright

D.C.

KEDERMAN BROTHERS-JACKSON, MS

APPROVED BY MISS STATE DEPT. OF AUDIT 12/86

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record on this 10 day of Dec, 19 87, at 4:06 o'clock P. M., and  
was duly recorded on the 10 day of Dec, 19 87, Book No 234 on Page 580. in  
my office.

Witness my hand and seal of office, this the 10 day of Dec, 19 87.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

BOOK

234 PAGE 581

## WARRANTY DEED

12580

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and for and in consideration of the Grantees herein assuming and agreeing to pay, as and when due, the present balance of the indebtedness due and owing as of November 1, 1987 under that certain Deed of Trust in favor of Industrial Employees Credit Union, a Mississippi Corporation, which instrument is recorded in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 550 at Page 595 thereof, we, the undersigned Grantors, Richard F. Price and wife, Ella Lorraine Price, do hereby sell, convey and warrant unto Phillip G. Price and wife, Patricia Price, Grantees, 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:

2.706 acres located in the NW $\frac{1}{4}$  of Section 33, T.9 N., R.1 W., Madison County, Mississippi, said 2.706 acres being more particularly described as follows:

Commencing at the NW corner of said Section 33; thence East 1061.7 feet; thence South 117.1 feet to an iron pipe on the South right-of-way line of the public road and the Point of Beginning for the land herein described:

Run thence South 0° 33' E 210.0 feet to iron pin; thence South 68° 45' East 486.59 feet to an iron pin; thence run North 0° 10' West 300.0 feet to an iron pin on the South right-of-way line of the Public Road; thence run North 80° 28' West 461.0 feet along the South Right-of-Way of the Public Road to the Point of Beginning.

The warranty of this conveyance is subject to all restrictive covenants, rights of ways, easements and mineral reservations heretofore executed, which are on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, pertaining to the above described land and property.

The warranty of this conveyance is also subject to the uncanceled Deed of Trust from the Grantors herein to.

Industrial Employees Credit Union, a Mississippi Corporation,  
which instrument is recorded in the office of the Chancery  
Clerk of Madison County, at Canton, Mississippi in Book 550  
at page 595 thereof.

The Grantees herein assume and agree to pay all ad valorem  
taxes on the above described land and property for the year of  
1987.

Witness our signatures, this the 20<sup>th</sup> day of November,  
A.D., 1987.

Richard F. Price  
RICHARD F. PRICE, GRANTOR

Ella Lorraine Price  
ELLA LORRAINE PRICE, GRANTOR

BOOK 234 PAGE 552

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned  
authority in and for the aforementioned jurisdiction, the within  
named, Richard F. Price and wife, Ella Lorraine Price, who both  
acknowledged to me that they each 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 20<sup>th</sup> day of  
November, A.D., 1987.

My Commission Expires:

Durham Cooper  
Notary Public

March 28, 1989

Grantors Address: P. O. Box 266  
Flora, MS 39071  
Tel 879-3507

Grantees Address: Route 1, Box 42 B-3  
Flora, MS 39071  
Tel 879-8829

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 the office of the Clerk of the Chancery Court of Said County, this 11 day of Dec, 1987, at 5:44 o'clock P.M., and  
was duly recorded on the 11 day of DEC, 1987, in Book No 234 on Page 581. in  
witness my hand and seal of office, this the 14 day of DEC, 1987.

BILLY V. COOPER, Clerk

By K. Wright, D.C.



BOOK 234 PAGE 583

12583

QUITCLAIM DEED

INDEXED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good, legal, and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, William Edmiston Harreld, III, TRUSTMARK NATIONAL BANK, Jackson, Mississippi, a national banking corporation, Successor Trustee of the "Mary Mollie Harreld Revocable Trust" created by a Revocable Trust Agreement dated March 14, 1975, and recorded in Book 410 at Page 706, as amended, in the records of the Chancery Clerk of Madison County, Mississippi, THE BANK OF MISSISSIPPI, a national banking corporation, Successor Trustee of the "Wilson Arrington Harreld Revocable Trust" created by a Revocable Trust Agreement dated October 17, 1977, and recorded in Book 435 at Page 563, as amended, in the records of the Chancery Clerk of Madison County, Mississippi, THE BANK OF MISSISSIPPI, a national banking corporation, Successor Trustee of the "Lee Ann Harreld Revocable Trust" created by Revocable Trust Agreement dated December 10, 1980, and recorded in Book 478 at page 555, as amended, in the records of the Chancery Clerk of Madison County, Mississippi, THE BANK OF MISSISSIPPI, a national banking corporation, Successor Trustee of the "James Eastland Harreld Revocable Trust" created by a Revocable Trust Agreement dated July 25, 1980, and recorded in Book 474 at page 589, as amended, in the records of the Chancery Clerk of Madison County, Mississippi, TRUSTMARK NATIONAL BANK, Jackson, Mississippi, a national banking corporation, Successor Trustee of the "John Cowan Harreld Revocable Trust" created by Revocable Trust Agreement dated December 10, 1980, and recorded in Book 478 at page 540, as amended, in the records of the Chancery Clerk of Madison County, Mississippi, and THE BANK OF MISSISSIPPI, a national banking Corporation, Successor Trustee of the "Minnie C. Harreld Family Trust" created under the Last Will and Testament of MINNIE C. HARRELD, do hereby sell, convey,

and quitclaim unto W. E. HARRELD, JR., all of their rights, title and interests as tenants in common in the land and property lying and being situated in Canton, Madison County, State of Mississippi, being more particularly described as follows,

to-wit:

A lot or parcel of land fronting 200 feet on the East side of Sunnydale Drive and being all of Lots 27 & 28 and 50 feet evenly off the North end of Lot 29, Sunnydale Park, Part 1, Canton, Madison County, Mississippi.

This conveyance is made subject to any and all recorded liens, building restrictions, zoning ordinances, rights of way, easements, or mineral reservations applicable to the above described property.

Ad valorem taxes for the year 1987 are to be assumed by the Grantee herein.

Witness the signature of the Grantors, this the 1st day of December, 1987.

William Edmiston Harreld, III  
William Edmiston Harreld, III

"Mary Mallie Harreld Revocable Trust"

By: Reeve G. Jacobs, Jr.  
Reeve G. Jacobs, Jr., Trust Officer, Trustmark National Bank, Jackson, Mississippi, a national banking corporation, Successor Trustee

"Wilson Arrington Harreld Revocable Trust"

By: A. H. Ritter, Jr.  
A. H. Ritter, Jr., Trust Officer, The Bank of Mississippi, a national banking corporation, Successor Trustee

"Lee Ann Harreld Revocable Trust"

By: A. H. Ritter, Jr.  
A. H. Ritter, Jr., Trust Officer, The Bank of Mississippi, a national banking corporation, Successor Trustee

"James Eastland Harreld Revocable Trust"

By: CHM  
A. H. Ritter, Jr., Trust Officer, The Bank of Mississippi, a national banking corporation, Successor Trustee

"John Cowan Harreld Revocable Trust"

By: Reeve G. Jacobus, Jr.  
Reeve G. Jacobus, Jr., Trust Officer, Trustmark National Bank, Jackson, Mississippi, a national banking corporation, Successor Trustee

"Minnie C. Harreld Family Trust"

By: CHM  
A. H. Ritter, Jr., Trust Officer, The Bank of Mississippi, a national banking corporation, Successor Trustee

GRANTORS

STATE OF MISSISSIPPI

COUNTY OF Itasca

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM EDMISTON HARRELD, III, who acknowledged to me that he signed and delivered the foregoing Quitclaim Deed as of the day and year therein mentioned.



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

William Edmiston Harreld, III  
Notary Public

My Commission Expires: October 23, 1983

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named REEVE G. JACOBUS, JR., Trust Officer of TRUSTMARK NATIONAL BANK, Jackson,

Mississippi, as Successor Trustee, of the "Mary Mallie Harreld Revocable Trust", and the "John Cowan Harreld Revocable Trust", who acknowledged to me that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein written.

GIVEN under my hand and official seal, this the 2nd day of December, 1987.

James K. Ritter, Jr.  
Notary Public

My Commission Expires: My Commission Expires June 19, 1991

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. H. RITTER, JR., Trust officer of THE BANK OF MISSISSIPPI, as Successor Trustee of the "Wilson Arrington Harreld Revocable Trust", the "James Eastland Harreld Revocable Trust", the "Lee Ann Harreld Revocable Trust", and the "Minnie C. Harreld Family Trust", who acknowledged to me that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein written.

GIVEN under my hand and official seal, this the 7th day of December, 1987.

Kenneth G. Conner  
Notary Public

My Commission Expires: Jan 15, 1991

Grantors' Addresses

William Edmiston Harreld, III  
3519 North State Street  
Jackson, Mississippi 39206  
(601) 354-5447 - No business number exists  
Reeve G. Jacobus, Jr., Trustee of the  
"Mary Mallie Harreld Revocable Trust"  
Trustmark National Bank  
Post Office Box 291  
Jackson, Mississippi 39205-0291  
(601) 354-5182 - No residence number exists  
A. H. Ritter, Jr., Trustee of the  
"Wilson Arrington Harreld Revocable Trust",  
The Bank of Mississippi  
Post Office Box 1605  
Jackson, Mississippi 39205  
(601) 354-4500 - No residence number exists

A. H. Ritter, Jr., Trustee of the  
 "Lee Ann Harreld Revocable Trust"  
 The Bank of Mississippi  
 Post Office Box 1605  
 Jackson, Mississippi 39205  
 (601) 354-4500 - No residence number exists  
 A. H. Ritter, Jr., Trustee of the  
 "James Eastland Harreld Revocable Trust"  
 The Bank of Mississippi  
 Post Office Box 1605  
 Jackson, Mississippi 39205  
 (601) 354-4500 - No residence number exists  
 Reeve G. Jacobus, Jr., Trustee of the  
 "John Cowan Harreld Revocable Trust"  
 Trustmark National Bank  
 Post Office Box 291  
 Jackson, Mississippi 39205-0291  
 (601) 354-5182 - No residence number exists  
 A. H. Ritter, Jr., Trustee of the  
 "Minnie C. Harreld Family Trust"  
 The Bank of Mississippi  
 Post Office Box 1605  
 Jackson, Mississippi 39205  
 (601) 354-4500 - No residence number exists

Grantee's Address

W. E. Harreld, Jr.  
 Post Office Box 229  
 Canton, Mississippi 39046  
 (601) 354-5447 - Residence and business combined



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 11 day of Dec., 1987, at 9:06'clock A.M., and  
 was duly recorded on the 11 day of DEC. 14, 1987, 19....., Book No. 234, on Page 583, in  
 my office, and seal of office, this the 11 day of DEC. 14, 1987, 19.....

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



BOOK 234 PAGE 588

INDEXED  
12586

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, NEW BELLUM HOMES, INC., a Mississippi corporation, does hereby sell, convey and warrant unto MICHAEL C. GREEN and LYNN K. GREEN, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 17, TRACE VINEYARD, Part 1, a subdivision in and to the County of Madison, State of Miss. according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Miss. in Plat Cabinet B, Slide 84 thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE OF THE CORPORATION this 9 day of December, 1987.

NEW BELLUM HOMES, INC.

BY Sebastian Giurintano  
PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9 day of December, 1987.

Sebastian Giurintano  
NOTARY PUBLIC

MY COM. EX: 4-15-91

GRANTOR ADDRESS: 2042 Meadowbrook Rd., Jackson, Ms.  
TEL: WORK 362-7614 HOME not applicable

GRANTEE ADDRESS: 537 Windsor Dr., Madison, Ms.  
TEL: WORK 977-4000 HOME 956-5841



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 11 day of Dec., 1987, at 9:00 clock A M., and was duly recorded on the 14 day of DEC, 1987, Book No. 234 on Page 588 in

DEC 14 1987

BILLY V. COOPER, Clerk

By M. Wright, D.C.

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, and in the further consideration of the grantee herein assuming and agreeing to pay the indebtedness remaining under the terms of that certain deed of trust in favor of Engel Mortgage Company, Inc. recorded in book 528 page 119, records of said county, said assumption to begin with the payment which will be due thereon on January 1, 1988, we, MICHAEL C. GREEN and LYNN K. GREEN, husband and wife, do hereby sell, convey and warrant unto NEW BELLUM HOMES, INC., a Mississippi corporation, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

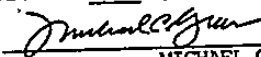
A part and parcel of Lot 166, Village Square Subdivision, according to the map or plat on file in the records of lands and deeds at the Chancery Clerk's office of Madison County, Miss. in Plat Slide B-38 and being more particularly described as follows, to-wit:

Beginning at the SW corner of Lot 166 of the aforesaid Village Square Subdivision; thence run north 01 degrees 42 minutes east along the west line of said Lot 166 for a distance of 42.04 feet; thence run south 88 degrees 26 minutes east along the party wall of a duplex and its extensions each way for a distance of 75.00 feet to a point on the east line of said Lot 166; thence run south 01 degree 42 minutes west along the east line of said Lot 166 for a distance of 42.21 feet to the SE corner of said Lot 166; thence run north 88 degrees 18 minutes west along the south line of said Lot 166 for a distance of 75.00 feet to the point of beginning.

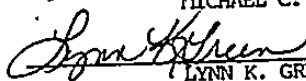
This conveyance is subject to all protective covenants, rights of way, easements or mineral reservations of record pertaining to the subject lands.

All escrow funds now held to the credit of the grantors by Amsouth Mortgage Company, Inc. for the payment of taxes and/or insurance together with all equities in insurance policies pertaining to the subject lands are hereby sold and transferred to the grantee herein, except that any escrow excess funds are to be refunded by Amsouth Mortgage company, Inc. to the grantors herein. Should it be ascertained that 1987 ad valorem taxes have not been correctly prorated when same become due, the parties hereto agree to pay each to the other any additional amount to equal their prorata share as of the date hereof.

WITNESS OUR SIGNATURES this 9th day of December, 1987.



MICHAEL C. GREEN



LYNN K. GREEN

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9 day of December, 1987.

Robert M. White  
NOTARY PUBLIC

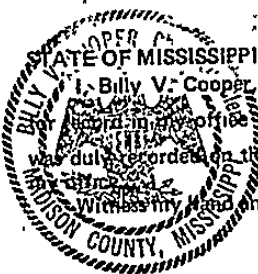
MY COMM. EX: 1-15-91

GRANTOR ADDRESS: 537 Windsor Dr., Madison, Ms.

TEL: WORK 977-4000 HOME 956-5841

GRANTEE ADDRESS: 2042 Meadowbrook Rd., Jackson, Ms. 39211

TEL: WORK 362-7614 HOME not applicable



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 11 day of Dec, 1987, at 9:00 clock A M., and was duly recorded on the 14 day of DEC 14 1987, 1987, Book No 234 on Page 589 in

DEC 14 1987, 1987

BILLY V. COOPER, Clerk

By N. Wright, D.C.

GRANTORS:  
WALTER RAY HART and  
PEGGY K. HART  
Rt. 3, Box 177  
Canton, MS 39046

GRANTEES:  
DANNY LYNN KEETON and  
wife, KATHERINE K. KEETON  
Rt. 3, Box 185  
Canton, MS 39046

CORRECTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good, valuable and legal considerations the receipt and sufficiency of all of which is hereby acknowledged, and for the purpose of correcting an erroneous description in the Warranty Deed from the Grantors, Walter Ray Hart and Peggy K. Hart, to Danny Lynn Keeton and wife, Katherine Ann Keeton, Grantees, said deed being recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Deed Book 200 at page 616, the said deed being dated the 26th day of October, 1984, and filed for record on the 31st day of October, 1984. This deed is for the purpose of correcting that previous deed only and the Grantors and Grantees herein readopt the original deed for all purposes with the exception of correcting the erroneous description in said deed. The following described land and property, located and situated in the County of Madison, State of Mississippi, to-wit:

Begin at an iron pin marking the SE corner of the NW 1/4 of the NW 1/4 Section 2, Township 7 North, Range 2 East, from said point run thence North 0 degrees 13 minutes 18 seconds East, a distance of 630.90 feet to an iron pin, being the Point of Beginning, thence run North 89 degrees 39 minutes 26 seconds West, a distance of 1234.94 feet to the East right-of-way line of the Old Canton Road; thence run North 0 degrees 58 minutes 48 seconds East along said right-of-way a distance of 371 feet to an iron pin; thence South 89 degrees 50 minutes 12 seconds East a distance of 586.5 feet to an iron pin; thence South 00 degrees 09 minutes 48 seconds West, a distance of 148 feet to an iron pin; thence South 89 degrees 50 minutes 12 seconds East, a distance of 148 feet to an iron pin; thence North 00 degrees 09 minutes 48 seconds East, a distance of 148 feet to an iron pin; thence South 89 degrees 50 minutes 12 seconds East, a distance of 500 feet to an iron pin on a fence line; thence South 00 degrees 51 minutes 21 seconds, a distance of 372.5 feet to the Point of Beginning, containing 10 acres more or less all being a part of the NW 1/4 of the NW 1/4 of Section 2, Township 7 North, Range 2 East, Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of December,

1987.

Danny Lynn Keeton  
DANNY LYNN KEETON, GRANTEE

Walter Ray Hart  
WALTER RAY HART, GRANTOR

Katherine K. Keeton  
KATHERINE K. KEETON, GRANTEE

Peggy K. Hart  
PEGGY K. HART, GRANTEE *ok ph*

STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Walter Ray Hart and Peggy K. Hart, who acknowledged that they signed and delivered the above and foregoing Correction Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL, this the 3 day of December, 1987.

Karin Co. Seal  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Danny Lynn Keeton and Katherine K. Keeton, who acknowledged to me that they signed and delivered the above and foregoing Correction Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL, this the 7th day of December, 1987.

George O. Miles  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
on this 11 day of Dec, 1987, at 9:00 o'clock A.M., and  
was duly recorded on the 11 day of Dec, 1987, Book No 234 on Page 591 in  
office of the Clerk of the Chancery Court of Madison County, Mississippi.  
Witness my hand and seal of office, this the 11 day of Dec, 1987.  
BILLY V. COOPER, Clerk  
By N. Wright, D.C.

INDEXED

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Steve Duce  
L & S Timber Co.  
P.O. Box 207  
Walnut Grove, Ms 39189

STATE OF MISSISSIPPI

COUNTY OF MADISON

TIMBER DEED

12596

For and in consideration of the sum of One Hundred Dollars (\$100.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, WE, TRUSTMARK NATIONAL BANK (formerly FIRST NATIONAL BANK OF JACKSON), AS TRUSTEE OF THE KATHERINE PIQUE BARTLETT TRUST OF DECEMBER 28, 1967, and SHELLIE SPEED BARTLETT, hereinafter called "Sellers," do sell, convey, and warrant unto L & S TIMBER COMPANY, hereinafter called "Purchaser," all merchantable timber in areas designated as lakes and the timber marked in blue paint in remaining areas on the following described lands, and as clearly designated on the attached sketch map and designated as "Exhibit A" and made a part of this conveyance:

A 38.62 acre parcel being situated in the SE $\frac{1}{4}$  of Section 1, Township 7 North, Range 2 East, and the SW $\frac{1}{4}$  of Section 6, Township 7 North, Range 3 East, Madison County, Mississippi.

Commencing at the Southwest corner of Section 6, Township 7 North, Range 3 East, Madison County, Mississippi; thence East along the South line of said Section 6 - 494.00 feet; thence North - 1,436.00 feet; thence North 12° 08' East - 20.4 feet to the POINT OF BEGINNING: thence continue N 12° 08' East - 977.62 feet; thence North 73° 42' 12" East - 627.31 feet; thence North 01° 51' 25" East - 486.2 feet; thence South 88° 49' West - 1,076.63 feet; thence South 11° 15' 00" West - 809.97 feet; thence South 89° 33' 39" West - 600.00 feet; thence South 06° 23' 56" West - 796.00 feet to a point on the Northerly right of way of Wood Road, a gravel county road; run thence South 89° 39' 01" West - 599.80 feet along said road; thence South 89° 46' 11" East - 499.88 feet along said road to the POINT OF BEGINNING.

The terms and considerations of this deed are as follows:

1. Timber to be clearcut in lake areas is marked in yellow paint and is as shown in Exhibit A. Only blue marked trees in remaining areas of the above described lands are herein conveyed. For any unmarked merchantable trees which are cut from sale area by Purchaser, its employees, contractors, or assigns, Purchaser shall pay Sellers at double the current price of stumpage for the class of material said trees contain.
2. No unnecessary damage shall be done to young growth or to trees left standing. Purchaser shall have the right of ingress and egress on, across, and over the lands owned by Sellers for the purpose of logging the timber conveyed herein. Fence must be maintained and restored to its original condition when logging is completed. Purchaser may cut and use such small hardwood timber as may be necessary for bridging, roadbuilding and logging.
3. Unless extension of time is granted in writing by Sellers, the timber sold under this agreement shall be cut and removed from the above-described lands by 31 July 1988. Title to any timber sold under this agreement and remaining on the lands described above after such deadline or any extension thereof shall revert to Sellers.

4. Purchaser agrees and warrants that it will at all times indemnify and save harmless Sellers against any and all claims, demands, actions, or causes of action, for injury or death of any person or persons, or damage to the property of any third person or persons, which may be due in any manner to operations of Purchaser upon these lands.

5. The addresses of Sellers are: Trustmark National Bank, P. O. Box 291 Jackson, MS 39205. Phone: 601+354-5174. Mrs. Shellie Speed Bartlett, 4230 Eastover Place, Jackson, MS 39211. Phone: 601+982-8882. The address of Purchaser is: P. O. Box 207, Walnut Grove, MS 39189.

WITNESS THE SIGNATURES OF SELLERS, this 7<sup>th</sup> day of December, 1987.

Attest:

Chris P. Miller, J. V.P.  
Trust Officer

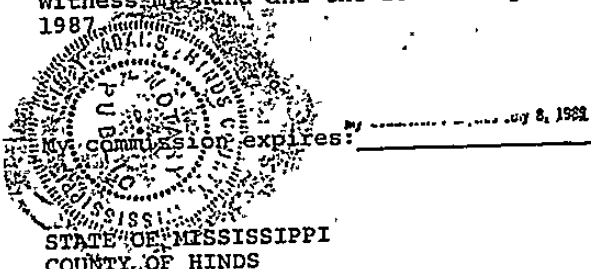
Thomas A. Ross, Jr., J.P. & T.O.  
TRUSTMARK NATIONAL BANK  
(formerly First National Bank  
of Jackson) AS TRUSTEE OF THE  
KATHERINE PIQUE BARTLETT TRUST  
of December 28, 1967.  
Fed. ID 64-6037555

Shellie Speed Bartlett  
SHELLY SPEED BARTLETT  
SS# 428-92-7244

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, Thomas A. Ross, Jr., who is the duly appointed Trust Officer of the TRUSTMARK NATIONAL BANK (Formerly First National Bank) AS TRUSTEE OF THE KATHERINE PIQUE TRUST of December 28, 1967, who acknowledged that he signed and delivered the foregoing instrument on the day and date therein named and for the purposes therein expressed.

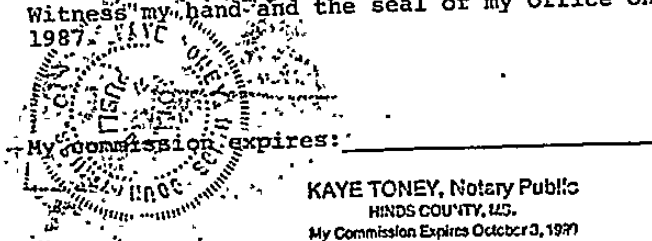
Witness my hand and the seal of my office on this 7<sup>th</sup> day of December, 1987.



Thomas A. Ross, Jr.  
NOTARY PUBLIC

Personally appeared before me, the undersigned authority in and for said county and state, Shellie Speed Bartlett, who acknowledged that she signed and delivered the foregoing instrument on the day and date therein named and for the purposes therein expressed.

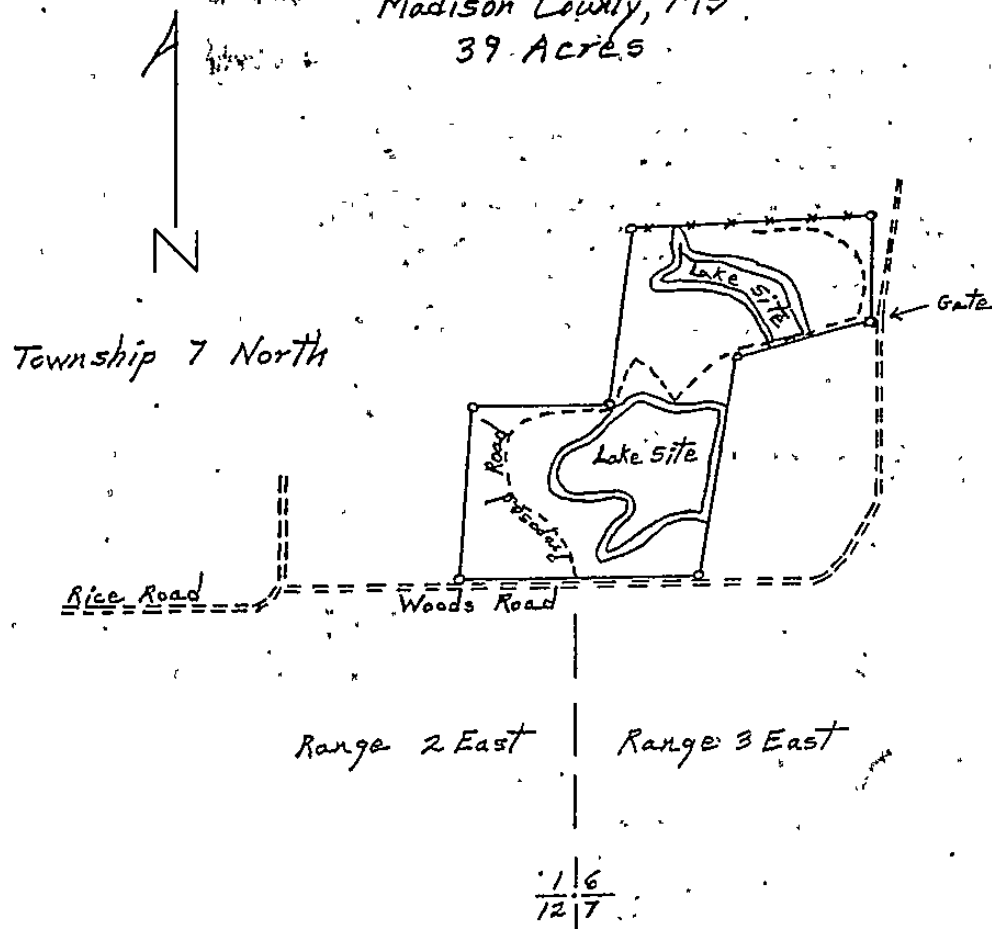
Witness my hand and the seal of my office on this 7<sup>th</sup> day of December, 1987.



Kaye Toney  
NOTARY PUBLIC

KAYE TONEY, Notary Public  
HINDS COUNTY, MS.  
My Commission Expires October 3, 1991

BARTLETT TRACT  
Madison County, MS  
39 Acres



**LEGEND**  
 METAL CORNER MARKER  
 CONCRETE CORNER MARKER  
 PINE KNOT CORNER MARKER  
 WOODS ROAD (Proposed)  
 GRAVEL ROAD  
 PAVED ROAD  
 BUILDING  
 FENCE  
 STREAM, CREEK OR RIVER  
 INTERMITTENT STREAM  
 TIMBER TYPE LINE  
 SECTION CORNER  
 PIPELINE  
 POWERLINE  
 RAILROAD  
 Proposed Lake  
 SCALE: 1" = 660'

Note: Proposed Lakes Are Marked With Yellow Paint And Are To Be Clearcut.

Select Cut Area Is Marked With Blue Paint.

November 10, 1987



**JAMES M. VARDAMAN & CO., INC.**  
 FOREST MANAGEMENT SPECIALISTS  
 P. O. DRAWER 22766, JACKSON, MISS / 601-354-3123

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 11 day of December, 1987, at 1:15 o'clock P.M., and  
 was duly recorded on the 14 day of December, 1987, Book No. 234 on Page 593. In  
 witness my hand and seal of office, this the 14 day of December, 1987.  
 BILLY V. COOPER, Clerk  
 By... *Wright*..., D.C.



INDEXED

12600

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, Janice G. Blue, Grantor, does hereby convey and forever warrant unto Harold L. Head and wife, Amy Head, as joint tenants with full right 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 25 Manns Dale, 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, Mississippi in Plat Cabinet B, Slide 27, reference to which is hereby made in aid of and as a part of this description.

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

1. 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: 11 1/2 mos.; Grantee: 1/2 mo.

2. Madison County Zoning and Subdivision Regulations Ordinances, as amended.

3. Prior mineral reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

4. Rights of way and easements for public roads, power lines and other utilities.

5. That certain judgement of special court for eminent domain in Madison County, Mississippi, in Case #88, rendered January 27, 1965, in a case styled Mississippi Power & Light Company v. Elizabeth Daniel Pierce, granting to Mississippi Power & Light a right of way and easement together with certain other rights over certain property including the described property. Said easement is shown on the subdivision plat and it crosses Lots 19, 20, 25, 26, 27, and 28 of Manns Dale Subdivision.

6. Restrictive Covenants set forth in Warranty Deed from P. W. Bozeman and Dudley R. Bozeman to Dr. Charles G. Blue, Robert M. Case, John Thorn and Nicky Drake dated June 24, 1977, and recorded in Book 151 at page 685 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

7. Restrictive Covenants in regard to Manns Dale Subdivision recorded in Book 446 at page 883 in the records in the office of the Chancery Clerk of Madison County, Mississippi, as modified by instruments recorded in Book 460

at page 41 and in Book 504 at page 307 in the records in the office of the aforementioned Clerk.

8. A Right of Way Easement from John Thorn, et al., to Bear Creek Water Association, Inc., dated July 29, 1979, and recorded in Book 164 at page 732 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

The subject property constitutes no part of the homestead interest of the Grantor.

WITNESS MY SIGNATURE on this the 11<sup>th</sup> day of DECEMBER, 1987.

Janice G. Blue  
Janice G. Blue

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 11<sup>th</sup> day of DECEMBER, 1987.



W. F. Smith  
NOTARY PUBLIC

GRANTOR:  
Janice Blue  
353 Kiowa Dr.  
Madison, MS 39110

GRANTEE:  
Harold and Amy Head  
114 Dover Lane  
Madison, MS 39110

Phone No.  
Home: 856-4869

Phone No.  
Home: 856-2894

B3120804  
5964-1(G)/17,735



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 recorded in my office this 11 day of December, 1987, at 2:30 o'clock P. M., and as duly recorded on the 11 day of DECEMBER, 1987, Book No. 234 on Page 596. in witness whereof, I have hereunto set my hand and seal of office, this the 11 day of DECEMBER, 1987.

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

C  
STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 234 598

INDEXED

12603

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, I, KLINE OZBORN, JR., an unmarried man, subject to the terms and conditions hereinafter set out, do hereby convey and warrant unto LAKE NEOMA CLUB, a Mississippi Corporation, the following described property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

Lot One, on Lake Neoma, being described as: From the southeast corner of the West half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) Section 20, Township 10 North, Range 3 East, run North for 66 feet to the fence line on the North side of the Public Road, said point begin marked by a railroad cross-tie; thence run East along said fence line for 118.4 feet; thence North for 713.5 feet; thence North 15° East for 200 feet; thence West for 47 feet to the point of beginning, same point being marked by an iron pin; thence North 8° 09' East for 200 feet; thence West for 217.8 feet; thence South 8° 09' West for 200 feet; thence East for 217.8 feet to the point of beginning containing 1 acre more or less; and being situated on the East side of Lake Neoma and all in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 20, Township 10 North, Range 3 East, Madison County, Mississippi.

The warranty and this conveyance are subject to the following terms and conditions as hereinafter set forth.

1. Grantor assumes and agrees to pay all ad valorem taxes, both county and state, for the year 1987.
2. Madison County Zoning Ordinances and Subdivision Regulations.
3. The Grantee covenants that the possession, use and enjoyment of the property hereby conveyed shall be subject to the provisions of the Charter of Incorporation and amendments thereto of Lake Neoma Club, a Mississippi Corporation, the bylaws and rules and regulations of Lake Neoma Club, and this covenant shall be binding upon the Grantees, their heirs, successors and assigns.

4. Less and except all oil, gas and other minerals in, on and under said land which has been previously reserved unto former owners.

5. This deed is executed in exchange for a deed from grantee to grantor of one acre of land in the approximate location of the one acre herein conveyed.

WITNESS MY SIGNATURE this the 30<sup>th</sup> day of November, 1987.

Kline Ozborn, Jr.  
KLINE OZBORN, JR.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named KLINE OZBORN, JR., who, acknowledged that he signed and delivered the above and foregoing warranty deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 30<sup>th</sup> day of November, 1987:



William C. Boudreau  
NOTARY PUBLIC

My Commission Expires:

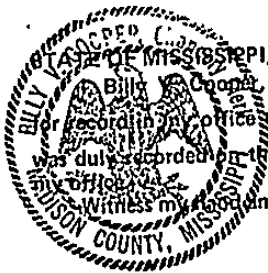
November 30, 1989

GRANTOR:

KLINE OZBORN, JR.  
P. O. Box 650  
Canton, MS 39046  
Home Phone: 859-7793  
Work Phone: 859-3845

GRANTEE:

LAKE NEOMA CLUB, INC., OF  
CANTON, MISSISSIPPI  
P. O. Box 645  
Canton, MS 39046  
Phone: 859-4463



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 recording in my office this 11 day of Dec, 1987, at 3:01 o'clock P. M., and was duly recorded on the 11 day of DEC, 1987, Book No. 234 on Page 598. in

Witness my hand and seal of office, this the 11 day of DEC, 1987.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

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