STATE OF MISSISSIPPI COUNTY OF MADISON

800K 234PAGE 600

INDEXED.

1260g

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

One, on Lake Neoma, being in the Wk of the SWk of Section Mississippi, and more particularly described as follows:

Commencing at the SE corner of the W½ of the SW½ of said a fence line on the North 66 feet to a railroad cross-tie on 44' E 118.4 feet along said fence line to a point; thence N 79° 00° 08' W 713.5 feet to an iron bar; thence N 14° 37' E 200.2 feet to an iron bar; thence S 89° 33' W 81.5 feet to an iron bar and the Point of Beginning; thence S 89° 33' W an iron bar; thence S 83° 16' E 217.7 feet to an iron bar; thence S 80° 13' W an iron bar; thence S 83° 16' E 217.7 feet to an iron bar;

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

- 1. Madison County Zoning Ordinances and Subdivision Regulations.
- 2. 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 Grantee, his heirs, successors and assigns.

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- 3. Less and except all oil, gas and other minerals in, on and under said land which has been previously reserved unto former owners.
- 4. The Grantors further grant unto Grantee a right of way and easement over and across the lands of Grantors from the parcel conveyed to public road lying south of what is known as Lake Neoma properties.
- 5. There is excepted from this conveyance and reserved unto the Grantor a perpetual easement for the exclusive use and benefit of all of the shareholders, their successors, assigns, guests and permittees, over and across that part of the west side of the property conveyed herein, which lies west of a line which is thirty feet east of and parallel to the shore line of the lake, and further that the Grantee covenants that neither he nor his successors and assigns shall obstruct such easement or interfere with its use at any time or in any manner.

WITNESS OUR SIGNATURES this the 10 day of December,

LAKE NEOMA-CLUB

BY: 41 / C CONTROL W. D. AKINS. PRESIDENT

ATTESTED:

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STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. D. AKINS and PHILLIP BUFFINGTON, President and Secretary, respectively of Lake Neoma Club, a Mississippi Corporation, who, acknowledged that signed and delivered the above and foregoing warranty deed on the day and date therein mentioned as and for the act and deed of said corporation, first being authorized so to do.

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

My Commission Expires:

| Moission | March | March

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

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

•	189656K-1-1-50				
Sĩ	AVE DE MISSISSIPP	I, County of Madison:	•	•	
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12605 .

## TIMBER DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Lillian G. Daniels, Grantor, do hereby convey and forever warrant unto Thompson Brothers Logging Company, Inc., all merchantable timber standing, growing, lying, being otherwise located upon all of the following described real property lying and being situated in Madison County, Mississippi, to wit:

Re: The SE 1/4 of the SW 1/4 of Section 10,

Township 10 North, Range 5 East and being
the property conveyed to Lillian G. Daniels
by way of an instrument recorded in Deed
Book 83 at Page 512 and containing
approximately 40 acres, more or less, and
being located in Madison County, Mississippi.

Grantor further grants to the Grantee eighteen months
from the date hereof to accomplish the cutting and removal of
said timber; upon the expiration of said period, absent an
extension thereof in writing, the title of said timber then
standing and growing on said lands shall revert to Grantor.

Grantee covenants that it will use reasonable precautions to prevent damages to fences and other improvements on the property and should such damage occur and proximately result from Grantee's operations, that Grantee will make immediate repairs to such improvements.

Grantee covenants that it will pay all severance taxes incurred by reasons of this conveyance.

Grantor covenants, insofar as she may lawfully covenant, that in the exercise by Grantor of the surface easements and rights incidental to Grantor ownership of the mineral estate

operations of Grantee.

Grantor covenants that harvesting equipment, including timber tired skidders, necessary for the removal of timber may be used on the area. Care must be exercised in locating roads and skid trails so as to protect agricultural crops and pasture.

Grantee covenants that at all times to keep the tops of the trees and other logging debris within the wooded area.

All notices required to be given during the term of this grant shall be in writing by United States mail, postage prepaid, if to Grantor, addressed to Lillian G. Daniels, 548 Taney Street, Gary, Indiana 46404 and if to Grantee, addressed to Thompson Brothers Logging Company, Inc., Route 8 Box 247, Carthage, MS 39051. The time of posting of each notice shall be the effective time and day of the notice.

It is covenanted and understood between the Grantor and the Grantee herein, their successors and assigns, that should any dispute arise as to the terms and conditions of this grant, that said matter will be settled by arbitration of three (3) arbitrators, whose majority decision shall be final and binding upon the parties hereto. Said arbitrators shall be selected by the Grantor selecting one arbitrator, the Grantee selecting one arbitrator, and the two arbitrators so selected shall select a third arbitrator. Said arbitrators shall be graduate forestry consultants. The selection of the arbitrators shall be commenced not later than thirty (30) days following any dispute which may arise and completed with due and reasonable diligence.

All rights herein granted, reserved or excepted shall inure to the benefit of the respective parties, Grantor, and

operations for the exploration for and recovery of any oil, gas and other minerals shall be conducted so as not to unreasonably interfere with the timber operations of Grantee and that prior to the commencement of any oil, gas or mineral operations, Grantee will be afforded reasonable notice in writing designating the location of said operations in order that Grantee may cut and remove the timber from the drill site and access roads to be used in said oil, gas and mineral operations. Granter further covenants, that she will promptly pay to Grantee the fair market value of any timber felled or damaged in the conduct of said oil, gas and mineral operations which Grantee is unable to itself cut and remove.

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5. 200 Webs

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Grantee covenants that in the conduct of its operation he will cooperate with the Grantor in the conduct of any operations for this exploration for or recovery of oil, gas and other minerals, to the end that neither operation will unreasonably interfere with the other.

Grantee covenants that he will take all reasonable precautions to prevent forest fires on said lands.

Grantor recognizes that Grantee may cut and remove said timber with its own forces or by contract with others for said operations and Grantee is accorded the privilege of so doing.

employed by Grantee in the cutting and removing of said timber provided that Grantee's harvesting methods are in compliance with the terms set forth in this timber deed. Grantee covenants and agrees that it will save harmless the Grantor and said lands from any and all claims, demands, actions or causes of action for injury or death suffered by any persons or persons which may proximately result from the

Grantee, their heirs, successors and assigns, and all obligations herein created shall be binding and obligatory upon the respective parties, Grantor and Grantee, their heirs, successors and assigns.

WITNESS MY SIGNATURE on this the 30 day of Movember

Lillian Daniels

STATE OF INDIANA COUNTY OF LAKE

This day personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, the within named DILLIAN G. DANIELS who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 30 th day of November, 1987.

Share Jackson

Commission Expires:

Grantor: Lillian G. Daniels 548 Taney Street Gary, Indiana 46404

Grantee: Thompson Brothers Logging Company, Inc. Route 8 Box 247 . Carthage, MS 39051

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Mississippi Advanced County of Mississipp

# BOOK 234 PAGE 607

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# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned James William Ray and wife, Mary Jame Ray, whose mailing address is 10700. Woodmeadow Farkway.

Dallas, Texas 75228, do hereby sell, convey and warrant unto Henry Ernest Elam, III and wife, Tracy Elizabeth Elam, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 436 Pinoak, Madison, Mississippi 39110, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 51, Post Oak Place, Part II, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B at Slide 68; reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 10th day of December, 1987.

James William Ray

Trecuj Jan

STATE OF TEXAS

BOOK 234 PAGE 608

COUNTY OF Dallas

PERSONALLY came and appeared fefore me the undersigned authority in and for the jurisdiction aforesaid, JAMES WILLIAM RAY and wife, MARY JANE RAY, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purpose therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 8th\_\_\_ day of December, 1987.

Beverly Crowson Day

My Commission Expires:

12-27-87

GRANTORS TELEPHONE: 214-686-0889

GRANTEE TELEPHONE:

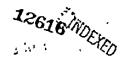
E OF MISSISSIPPI, County of Madison:

By to Mught ... D.C.

## BOOK 234 PAGE 609

EASEMENT

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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:

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

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

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

STATE OF MISSISSIPPI

COUNTY OF MADISON

personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, State J. 71' a Unally who on outh stated that the above listed Grantors in his presence signed and delivered the above and foregoing instrument of writing on the day and year therein set forth.

(NAME) (NAME)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 44 day of Meaning

Notary Public

(Ne Commission Expires April 23, 1901)

My commission expires:

STATE DE MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to record what prince this 14 day of 1000000 m and 100 o'clock 19. at 100 o'clock 19. at 100 o'clock 19. at 100 o'clock 19. and 100 o'clock 19. at 100 o'clock 19. and 100 o'clock 19. at 100 o'clock 19. and 100 o'clock 19. and 19. at 19. Book No. 23.4 on Page 10.9. in Million my resident seal of office, this the 100 o'clock 19. BILLY V. COOPER, Clerk 19. BILLY V. COOPER, Clerk 19. D.C.

## · BOOK 234 PAGE ULL WARRANTY DEED

MOEXED FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Mike Harking Builder, Inc., a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto Susan D. Fahey, a single person, the following described land and property lying and being situated in Madison County, MS, State of Mississippi, to-wit:

Lot Fifty-Two (52), NORTH PLACE OF MADISON, PART 1-B, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C, Slide 4, reference to which is here made in aid of and as a part of this description.

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

Ad valorum taxes for the year 87 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor, this the 11th day of December,

Mike Hankins Builder, Inc., a Mississippi Co

Mike Harkins, President

1987.

GRANTOR: 5760 I55 North Jackson, Ms. 39211 956-2460

> GRANTEE: 202 North place 39110 Madison, Ms. 948-3131

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal of office this the 11th day of

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 tropics in the Chancery Court of Said County, certify that the within instrument was filed tropics in the Chancery Court of Said County, certify that the within instrument was filed tropics in the Chancery Court of Said County, certify that the within instrument was filed tropics in the Chancery Court of Said County, certify that the within instrument was filed tropics in the Chancery Court of Said County, certify that the within instrument was filed tropics in the Chancery Court of Said County, certify that the within instrument was filed tropics in the Chancery Court of Said County, certify that the within instrument was filed tropics. difference of the ..... day of .... DEC 1.4-1987... 19... 1987 Book No 23.4 on Page 6.11. in USC 14 1987 DEC 14 1987 Hice Witness The hand seal of office, this the . . . . . of . . . BILLY V. COOPER, Clerk COUNTY, W By . M. Wright ..... D.C.

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12630

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 acknowlldged, the undersigned, FIRST MARK HOMES, INC., a Mississippi Corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto FLOYD E. MONCRIEF, JR. and wife, JAN M. MONCRIEF, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

> . Lot One Hundred Twenty-Seven (127), HUNTER'S POINTE II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C, Slide 1, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor herein, this the day of December, 1987.

> FIRST MARK HOMES. INC. Harkins, Jr., GRANIEE: President GRANTOR: 428 Mockingbird Lane 327 Meadow Creek Place Madison, Ms. 39110 856-7751

STATE OF MISSISSIPPI COUNTY OF HINDS

1.0

Jackson, ms. 39211 362-3326

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

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

NOTARY PUBLIC

\$38,450.17.6 Victoria

STATE OF MISSISSIPPI, County of Madison: Hilly V. Caoper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the county of the chancery Court of Said County, certify that the within instrument was filed the county of th 19...... Book No 23.4. on Page .6/2.. in Witness my hand and seal of office, this the ..... of ..

BILLY V. COOPER, Çlerk

By M. Wught , D.C.

COUNTY, MISSEL

# #200 234 PAGE 613



### RELEASE OF EASEMENTS

FOR valuable considerations, the receipt of which is hereby acknowledged, the undersigned MISSISSIPPI POWER & LIGHT COMPANY does hereby cancel and release of record any and all interest it may have in and to those-certain 10 and 5 drainage and utility easements, all of which are located in the following property,

Lots One (1), Two (2) and Three (3) of August Bend, 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 31 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Chancery Clerk of Madison County, Mississippi is hereby named our agent and attorney to make a notation of this Release of Easements upon the margin of the records in his office.

WITNESS THE SIGNATURE OF \_ C.H WALTERS thereunto duly authorized this the 25th day of 1987. MISSISSIPPI POWER & LIGHT COMPANY TITLE: Clice. STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the withing and above named CHWalters \_\_, who acknow- / ledged that as Will President \_\_\_of Mississippi Power & Light Company, a corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said corporation. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the day of \_\_ november

PUBLIC

My Commission Expires: My Commission Expires January 31, 1990.

TE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County, certify that the within instrument was filed county of the chancery Court of Said County of Sai my hardstand seal of office, this the ...... of ..... DEC 14 1987 .... 19 .... BILLY V. COOPER, Clerk By n-Wught D.C.

( va. "

## 800x 23-1race 614



### RELEASE OF EASEMENTS

FOR valuable considerations, the receipt of which is hereby acknowledged, the undersigned MISSISSIPPI VALLEY GAS COMPANY does hereby cancel and release of record any and all interest it may have in and to those certain 10° and 5° drainage and utility easements, all of which are located in the following property, to-wit:

Lots One (1), Two (2) and Three (3) of August Bend, 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 31 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Chancery Clerk of Madison County, Mississippi is hereby named our agent and attorney to make a notation of this Release of Easements upon the margin of the records in his office.

thereunto duly authorized this the god day of governments.

MISSISSIPPI VALLEY GAS COMPANY

BY:

TITLE: Vice President - Technical Services

STATE OF MISSISSIPPI
COUNTY OF Hindu

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the withing and above named

| County | Who acknow| ledged that as Victorial feducial feducial feducial of Mississippi
| Valley Gas Company, a corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the

male good

STATE OF MISSISSIPPI, County of Madison:

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

19. at o'clock.

M., and DEC 14 1987

19. Book No 234. on Page 614. in DEC 14 1987

DEC 14 1987

BILLY V. COOPER, Clerk

By ... Wught

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## BOOK 234PAGE 615



SALL CONTRACTOR

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### RELEASE OF EASEMENTS

FOR Waluable considerations, the receipt of which is hereby acknowledged, the undersigned BEAR CREEK WATER ASSOCIATION does hereby cancel and release of record any and all interest it may have in and to those certain 10' and 5' drainage and utility easements, all'of which are located in the following property,

Lots One (1), Two (2) and Three (3) of August Bend, 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 31 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Chancery Clerk of Madison County, Mississippi is hereby named our agent and attorney to make a notation of this Release

of Easements upon the margin of the records in his office.
WITHESS THE SIGNATURE OF WING King
thereunto duly authorized this the 10 day of 100 ember
1987.
BEAR CREEK WATER ASSOCIATION
BY: China Kina
TITLE: Managor
<b>v</b>
STATE OF MISSISSIPPI COUNTY OF Whalker
The second of th
<ul> <li>PERSONALLY appeared before me, the undersigned authority in</li> </ul>
and for the said County and State, the withing and above named
Unne J. King : - , who acknow-
ledged that as of Bear Creek Water
Association, a corporation, he signed and delivered the above
and foregoing instrument on the day and year therein mentioned
as the act and deed of said corporation.
GIVEN是UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the
1987.
Lee Roma Hill
NOTARY PUBLIC
S. M. Compared (27 12 22 5) Take.
OP MISSISSIPPI, County of Madison:

defined seal of office, this the ..... of .... DEC 14 1987 .... 19 .... BILLY V. COOPER, Clerk

## 800K 234PAGE 616

## RELEASE OF EASEMENTS

FOR valuable considerations, the receipt of which is hereby acknowledged, the undersigned SOUTH CENTRAL BELL TELEPHONE COMPANY does hereby cancel and release of record any and all interest it may have in and to those certain 10' and 5' drainage and utility easements, all of which are located in the following property, to-wit:

Lots One (1), Two (2) and Three (3) of August Bend, 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 31 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Chancery Clerk of Madison County, Mississippi is hereby
named our agent and attorney to make a notation of this Release
of Easements upon the margin of the records in his office.
WITNESS THE SIGNATURE Of H. W. Hay
thereunto duly authorized this the 2nd day of November
1987.
SOUTH CENTRAL BELL TELEPHONE COMPANY  BY:  TITLE: General Manager Network Provisioning
STATE OF MISSISSIPPI COUNTY OF Hinds
PERSONALLY appeared before me, the undersigned authority in
and for the said County and State, the withing and above named
. H. W. Hay , who acknow-
ledged that as General Manager Network Prov. of South Central
Bell Telephone Company, a corporation, he signed and delivered
the above and foregoing instrument on the day and year therein
mentioned as the act and deed of said corporation.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the
2nd day of November 1987
My Commission Expires:
A A CONTRACTOR OF THE PROPERTY
E OF MISSISSIPPI, County of Madison:

I, Billy V Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed record in my office this ... 4. day of ... DEC 14 1987 19 ... Book Ng 23 4 on Page 616 ... in Aprilion of the ... day of ... DEC 14 1987 19 ... Book Ng 23 4 on Page 616 ... in COUNTY. By n-Winget

机结片

#### RELEASE OF EASEMENTS

FOR valuable considerations, the receipt of which is hereby acknowledged, the undersigned CITY OF MADISON does hereby cancel and release of record any and all interest it may have in and to those certain 10' and 5' drainage and utility easements, all of which are located in the following property, to-wit:

Lots One (1), Two (2) and Three (3) of August Bend, 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 31 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Chancery Clerk of Madison County, Mississippi is hereby named our agent and attorney to make a notation of this Release of Easements upon the margin of the records in his office.

WITNESS THE SIGNATURE OF THE CITY OF MADISON, MISSISSIPPI, by Mary Hawkins, Mayor, thereunto duly authorized this the day of Troventer 1987.

> CITY OF MADISON Vac News

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, Mary Hawkins, Mayor of the City of Madison, Mississippi, who acknowledged that she as Mayor of the City of Madison, Mississippi, signed said document as the act and deed of the City of Madison and in her capacity as Mayor, after first having been authorized so to do. .

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the

3 day of 2000mlsen	, 1987.	
·	Tala"	Cos
NOTAR	Y PUBLIC	
My Commission Expires:		
	•	Manual Manual Comments

STATE OF MISSISSIPPI, County of Madison: 1. Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed reported in the case of the Chancery Court of Said County, certify that the within instrument was filed reported in the case of the case 19...... Book No 23 of on Page 61.7. in **DEC 14 198**7 ... 19 .... Vitrighting than transl seal of office, this the ...... BILLY V. COOPER, Clerk By n. Wight D.C.

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KUNDEXED.

#### WARRANTY DEED

800X 234r46618

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, Matilda McElroy aka Matilda McElroy Tubwell and Robert E. Tubwell, GRANTORS do hereby convey and warrant unto Percy Simpson, GRANTEE, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Commencing from a found iron pin marking the north-western corner of the Matilda Sutton McElroy property said property is shown by deed of record in Deed Book 167 at Page 146 of the Madison County, Mississippi Chancery Clerk's Office; thence South 14 degrees 15 minutes 15 seconds East along the western line of the said McElroy property for 30.0 feet to the "Point of Beginning" of the tract herein described; thence

SOUTH 14 degrees 15 minutes 15 seconds EAST and continuing along the said McElroy western line for 147.58 feet to a set iron pin; thence

NORTH 88 degrees 44 minutes 45 seconds EAST for 147.58 feet to set iron pin; thence

NORTH 14 degrees 15 minutes 15 seconds WEST for 147.58 feet to a set iron pin; thence

SOUTH 88 degrees 44 minutes 45 seconds WEST for 147.58 feet to a set iron pin at the said "Point of Beginning", containing 0.50 acre, more or less.

As an aid to the above and foregoing description a plat of the subject property as prepared by Rutledge-Irving and Associates Engineers-Surveyors, on November 2, 1987 and attached hereto as Exhibit "A".

Witness our signatures on this the 11th day of December

Matilda McElroy

aka, Matilda McElroy Tubus.

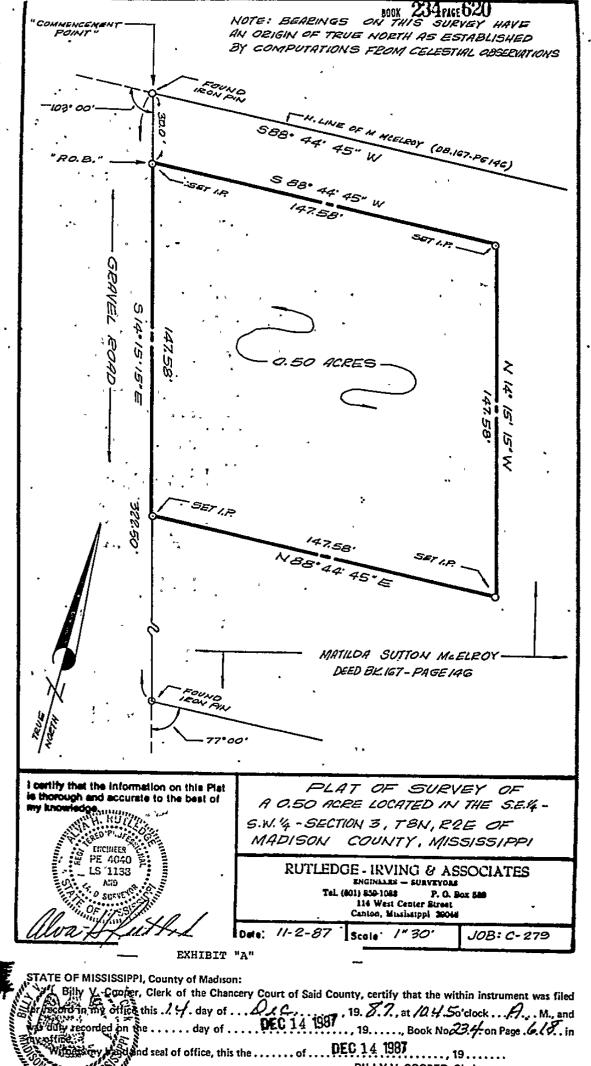
Robert E. Tubwell

STATE MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid the within named Matilda McElroy aka Matilda McElroy Tubwell and Robert E. Tubwell, who

	acknowledged that they signed and d	elivered the above and fore-
	going instrument on the day and in	the year therein mentioned,
	GIVEN under my hand and offici	al seal on this theday
	of December 1	987.
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	ony Threission expires:	with the second of the second
	100000	*,0,
	Minmulgin.	To Talana & Walerhone No.
	Grantors' Address & Telephone No.	Grantee's Address & Telephone No.
	Matilda McElroy Tubuell	Percy Simpson.
	Route 1, Box 152	P.O. Box 761
	MADISON, MS 39110.	Canton: Ms 39046
	(601) 859-1567	(601) 854-5272 , ,
	(001)	

MERCOPER Charles



BILLY V. COOPER, Clerk COUNTY By ... n - whight

GAPPLY M

WARRANTY DEED

12646 INDEXED.

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, I, EUNICE W. HART; a widow, do hereby convey and warrant unto J. A. LaCOUR AND COMPANY, a Mississippi corporation, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

A parcel of land containing by estimation 8.96 acres, more or less, and being all land now owned by Eunice W. Hart in Section 18, Township 9 North, Range 3 East, Madison County, Mississippi, and within the corporate limits of the City of Canton, Mississippi, that lies adjacent to and east of the east line of Dobson Avenue, and being a part of that property conveyed by Mrs. Mattie M. Brand and husband, S. E. Brand to E. H. Hart by warranty deed dated March 1, 1942, filed July 3, 1942, and recorded in Land Record Book 23 at Page 179 thereof in the Chancery Clerk's Office for said county and devised to Eunice W. Hart in accordance with the terms and provisions of the Last Will and Testament of E. H. Hart, deceased, dated December 11, 1952, admitted to probate as shown by proceedings on file in Cause No. 18,871 in the Chancery Court of Madison County, Mississippi, and which is recorded in Will Book 11 at Page 145 thereof in the Chancery Clerk's Office for said county, and which parcel of land is more particularly described in EXHIBIT "A" attached hereto and made a part hereof the same as if herein set forth.

A plat of the above described property prepared by Rutledge-Irving & Associates, Engineers-Surveyors, of Canton, Mississippi, dated 12/11/87, is attached hereto as EXHIBIT "B" and reference to said plat is here made in aid of and as a part of the foregoing description.

This conveyance is executed subject to:

- (1) Zoning Ordinances and/or Governmental Regulations applicable to the above described property.
- (2) Ad valorem taxes for the year 1987 which grantor covenants and agrees to pay when the same become due and payable.
- (3) The warranty herein does not extend to the oil, gas, and minerals in and under the above described property; and grantor does hereby expressly except from this conveyance and reserve unto herself one-half of such oil, gas, and mineral rights as she may now own in and under the above described property.

WITNESS my signature this 14th day of December, 1987.

humier W.

MADICINA, 1

COÚNTA: Wydison, STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the 14, day of December, 1987.

prission expires:

GRINTOR:

TOR:
Mailing Address: 442 North Liberty Street, Canton, Ms., 39046
Residential Telephone: (601) 859-1657
Business Telephone: None
TEE:

GRANTEE:

Mailing Address: 141 Yandell Avenue, Canton, Ms., 39046 Business Telephone: (601) 859-4541

إزام وراه من

A tract of land situated in the SE 1/4 of the SW 1/4 of Section 18. Township 9 North, Range 3 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at a found concrete monument representing the southwest corner of Lot 30 of North Wood Heights Subdivision in the City of Canton, said subdivision being recorded and filed in Plat Cabinet A at Slide 91 in the office of the Chancery Clerk of Madison County, Mississippi; thence

North 82 degrees 24 minutes 21 seconds West along the southern line of the Housing Authority of the City of present Canton, Mississippi property for 418.44 to a found concrete monument at the eastern side of Dobson Avenue; thence

South 18 degrees 04 minutes 46 seconds West along the said eastern side of Dobson Avenue for 225.08 feet to a point of curvature; thence

with a curve to the left having a delta angle of 18 degrees 58 minutes 08 seconds, a radius of 316.19 feet, an arc length of 104.68 feet, a chord bearing of South 8 degrees 35 minutes 42 seconds West and a chord distance of 104.20 feet to a point of tangency in the said eastern side of Dobson Avenue; thence

South 00 degrees 53 minutes 22 seconds East and continuing along the eastern side of Dobson Avenue for 155.38 feet to a point, said point being 8 feet, more or less SOUTH of and 5 feet, more or less EAST of a fence corner as it now stands today; thence

North 88 degrees 34 minutes 29 seconds East for 534.50 feet to a found concrete monument at the northwest corner of the Cole Brothers and Fox Company property, said property being described in Deed Book 192 at Page 430 of the said Madison County, Mississippi Chancery Clerk's office; thence

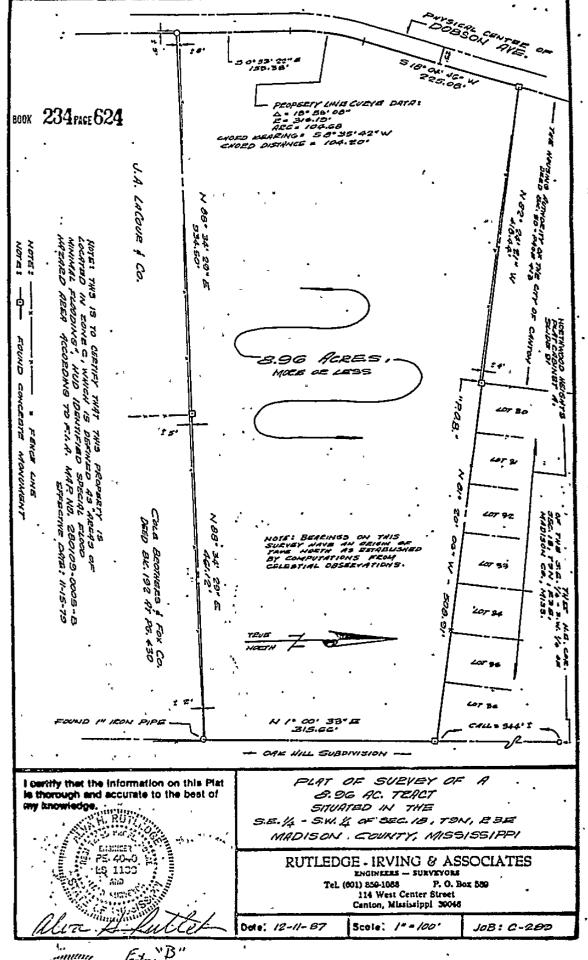
North 88 degrees 34 minutes 29 seconds East along the northern line of said Cole Brothers and Fox Company property for 461.12 feet to a found 1 inch iron pipe at the northeastern corner of the said Cole Brothers and Fox Company property; thence

North 1 degree 00 minutes 33 seconds East for 315.66 feet to a found concrete monument at the southeastern corner of Lot 36 of said North Wood Heights Subdivision; thence

North 81 degrees 20 minutes 06 seconds West along the southern line of the said North Wood Heights Subdivision for 508.91 feet to the said "Point of Beginning", containing 8.96 acres, more or less.

Bearings in this description have an orgin of True North as established by computations from celestial observations.

Ex"A"



ATE OF MISSISSIPPI, County of Madison: 

12647

STATE OF MISSISSIPPI COUNTY OF MADISON

- Long Carlo

BOOK 234 PACE 625

## WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, DOROTHY JOHNSON, LUCILLE WILLIAMS AND CLARENCE LEVY do hereby sell, convey and warrant unto JOHNNIE SIMS and wife, LOTTIE SIMS, as joint tenants with rights of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

That part of Lot No. 11 in Couch & Yeargain's Addition to the City of Canton, Mississippi, as shown on the plat or map of said addition recorded in record book of deeds of said county in Book Q, page 435, and which said lot fronts 75 feet on the East side of Frost Street and extends back East between parallel lines 119 feet; together with all buildings and improvements situated thereon.

This conveyance is subject to the following exceptions:

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

# BOOK . 234 PAGE 626

EXECUTED THIS THE 14 4 day of William , 1987.

JOHNSON, GRANTOR

ELARENCE LEVY,

GRANTEE'S ADDRESS

Mr. and Mrs. Johnnie Sims 396 Frost Street Canton, Mississippi 39046

Telephone: (601) 859-3724

GRANTOR'S ADDRESSES

Dorothy Johnson 503 Owens Street Canton, Mississippi 39046 Telephone: (601)859-3754

Lucille Williams
Route 2, Box 199
Canton, Mississippi 39046 Telephone: (601)859-4190

Clarence Levy 25400 Rockside Road 5-62/

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

Size under my hand and official seal, this the Market day of NOTARY PUBLIC NOTARY PUBLIC STATE OF MICE.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal, this the /// day of Given und , 1987.

NOTARY PUBLIC

My Commission expires:

800K 234PAGE 627 --

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

Given under my hand and official seal, this the goday of CETALLY NOTARY PUBLIC

(SEAL)

MY Commission expires:

-24 Cd (24

# 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 legal sufficiency of all of which is hereby acknowledged, FLORA COMPRESS & WAREHOUSE COMPANY, INC., Grantor, acting by and through its duly authorized and undersigned officers, hereby sells, conveys and warrants unto SHIRLEY S. CULLEY, a single person, the following described tract of land lying and being situated within Madison County, Mississippi, to-wit:

A lot or parcel of land containing 2.46 acres, more or less, lying and being situated in Block 16, Kearney Park, a subdivision situated in Sections 28 and 33, subdivision situated in Sections 28 and 33, Township 9 North, Range 1 West, Madison County, Mississippi, and more particularly described as follows:

described as follows:

Beginning at the Northwest corner of the Young's property conveyed by Deed recorded in Deed Book 71, page 208 in the records of the Chancery Clerk of said County, said the Chancery Clerk of said County, said point of beginning being 360 feet West of the Northeast corner of the South 1/2 Southwest 1/4 of said Section 28; thence West along the existing fence for 616,5 feet to the Northeast corner of the Culley property (Deed Book 176, page 226); thence South 04 degrees 05 minutes West along said Culley's East line for 142.7 feet to a fence corner; thence South 84 degrees 00 minutes East along the existing fence and its extension for 610.45 feet to a point on the West line of said Young property; thence North 05 degrees 25 minutes East along Young's West line for 207.07 feet to the point of beginning.

Taxes for the year 1987 shall be paid by Grantor and Grantee agrees and assumes to pay all taxes owing against the subject property, beginning with those taxes due for the calendar year 1988.

The warranty of this conveyance is subject to all applicable zoning ordinances, prior mineral reservations and easements of record.

WITNESS THE SIGNATURES of the undersigned, duly authorized

BOOK 234 PAGE 629 and acting officers of Grantor in this the . December , 1987. FLORA COMPRESS & WAREHOUSE COMPANY, INC. VICÉ PRESIDENT STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JERRY H. DAVIS and JUANITA GLAZE, personally known to me to be the Vice President and Secretary; respectively, of Flora Compress & Warehouse Company, Inc., a Mississippi Corporation, Grantor, who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, for the purposes therein expressed, they being first duly authorized so to do. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the of Willinger, 1987. GRANTOR'S ADDRESS: "P., 10: Box 600 Flora, MS 39071 Bus. Ph. 879-8231 Res. Ph. None GRANTEE'S ADDRESS:

GRANTEE'S ADDRESS P. O. Box <u>/o¥</u> Flora, MS 39071 Res. Ph. 879-8762 Bus. Ph. 879-8231

A BININ VICAGORED Clerk of the Chancery Court of Said County, certify that the within instrument was filed

A BININ VICAGORED Clerk of the Chancery Court of Said County, certify that the within instrument was filed

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A BININ VICAGORED Clerk of the Chancery Court of Said County, certify that the within instrument was filed

A BININ VICAGORED Clerk of the Chancery County Clerk of the Chancery Clerk

FOR AND IN CONSIDERATION of the sum of Ten Dollars \$10.00, cash in hand paid, and other valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing unto First Federal Savings & Loan Association which indebtedness is secured by a Deed of Trust dated February 19, 1971, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed of Trust Record Book 379 at Page 328 thereof, I the undersigned, DONALD L. TONEY, do hereby sell, convey and warrant unto SHERRILL F. TONEY,

all my rights title and interest in and to that cetain real estate being situated in the County of Madison, State of Mississippi, a more particular description being as follows,

to-wit:

Lot Thirty-three (33), PEAR ORCHARD SUBDIVISION, Part One (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 29 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Grantor herein hereby transfers and assign unto the Grantee all escrow accounts for taxes and insurance now held by First Federal Savings & Loan Association in connection with the above indebtedness.

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

'INDEXED."



WITNESS MY SIGNATURE, on this the	day of
Decémber, 1987.	,
DONALD L. TONE	1. Jane
-	-
STATE OF MISSISSIPPI COUNTY OF HINDS	·, · · · · · · · · · · · · · · · · · ·
Personally appeared before me,	n H. (Illin
notary public in and for the jurisdiction afores	
signed DONALD L. TONEY, who by me bei	ng first duly
sworn acknowledged that he signed and	delivered the
foregoing instrument of writing on the day and	i year therein
mentioned as his act and deed for the pu	rposes therein
stated.	· · · · · · · · · · · · · · · · · · ·
My commission expires:  NOTARY  NOTARY  My Commission expires:  Notary  And Lee Toney  211 WALNAT Ridge  RIdge LAND, MS 3915  601-856-6220 Home	H. Maic.
DRANTER SherRIll F. Toney 211 WALNUT RIDGE RIDGELAND, MS39 601-856-6220 Hom	d

MISSISSIPPI, County of Madison:

Billy V Boomer, Clerk of the Chancery Court of Said County, certify that the within instrument was filed order in V Street, Clerk of the Chancery Court of Said County, certify that the within instrument was filed order in the contract of the Chancery Court of Said County, certify that the within instrument was filed order in the contract of the co

JRAN.

#### ASSUMPTION WARRANTY DEED

"INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and the assumption by the Grantees of the payment of the unpaid balance, both principal and interest, of that certain indebtedness from the Grantors herein to Trustmark National Bank, Jackson, Mississippi, in the original principal sum of \$68,175.00, which is described in and secured by a deed of trust dated September 20, 1985, and recorded in Book 568 at page 480 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, such payment to be made in accordance with the terms, conditions and obligations of such promissory note and deed of trust, the receipt and sufficiency of which is hereby acknowledged, Knox E. Faulkner and wife, Betty B. Faulkner, Grantors, do hereby convey and forever warrant unto James C. Arthur, Jr. and wife, Carla G. Arthur, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot or parcel of land fronting 200 feet on the North side of Martha Gene Drive and being all of Lots 11 and 12, Block C, Twin Oak Subdivision, Part 2, Canton, Madison County, Mississippi.

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

- 1. County of Madison ad valorem taxes for the year 1987, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: 100%; Grantees: \_\_\_\_\_\_\_;
- 2. City of Canton, Mississippi Zoning Ordinance of 1958, as amended.
- 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. Protective covenants recorded in Book 72 at page 170; said covenants have been amended in Book 304 at page 75 and in Book 506 at page 658 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

# BOOK 234 NACE 633

- 6. Restrictive covenants set forth in Book 129 at page 822 in the records in the office of the Chancery Clerk of Madison County, Mississippi. Said covenants did not contain a reversionary or forfeiture clause, and the provisions thereof have not be violated to date.
- 7. An easement to American Telephone & Telegraph, dated May 7, 1946 and recorded in Book 39 at page 94 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 8. A South Central Bell underground cable and a power pole, guide wire and line to adjoining property as shown on survey dated August 28, 1985 by Tyner & Associates Engineering.

The Grantors do hereby transfer all funds held in escrow for taxes, insurance, etc. to the Grantees.

WITNESS OUR SIGNATURES on this the // day of

Roox E. Faulkner

Betty B. Faulkner

STATE OF Moth Carolina
COUNTY OF Mash

125-60

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the // tl

Tot Suenter, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

7-2-90

GRANTOR:

Knox E. Faulkner Betty B. Faulkner 2125 Pinetree Lane Rocky Mountain, NC 27804

Phone: (919) 985-1960

B3121001 5154-1(RE)/7720 GRANTEE:

James C. Arthur, Jr. Carla G. Arthur 219 Sherwood Dr. Canton, MS 39046

Phone: 859-7146

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cat	ATE OF MISSISSIPPI, CO	ity of Madison:	
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, S	Aduly recorded on the	/5. day of DEC 15 1987 19 Book No. 234 on Page .632 i day of DEC 15 1987 19 Book No. 234 on Page .632 i day of DEC 15 1987 19 BILLY V. COOPER, Clerk	
	PANELS CO.	a constitution of the cons	
á	Officees my band and s	BILLY V. COOPER, CIERC	
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	Constantial !!	Ву	•
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# BOOK 234 PAGE 634

### QUITCLAIM DEED

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AND

### STIPULATION OF INTEREST

Whereas by Warranty Deed dated May 3rd, 1984, and recorded in book 196 at page 172, Ida Ford Shaw Lewis, a widow, did execute and convey unto LOGAN B. PHILLIPS and LOGAN B. PHILLIPS, JR. an undivided 1/2 interest each in and to that certain real estate situated in Madison County, Mississippi, described as follows:

## TOWNSHIP 9° NORTH, RANGE 4 EAST

#### Section 1:

The SE/4 SE/4 and 8 acres off the north end of SW/4 SE/4 and containing 56 acres, more or less.

AND

#### TOWNSHIP 9 NORTH, RANGE 5 EAST

#### SECTION 6:

Forty (40) acres evenly off of the south end of the W/2 SW/4;

AND

·'~y

Whereas, by Quitclaim Deed dated May 3rd, 1984, and recorded in book 196 at page 174, LOGAN B. PHILLIPS and LOGAN B. PHILLIPS, JR. did execute and quitclaim unto WM. N. PHILLIPS an undivided 1/3 interest in and to the above described real estate.

Whereas, by Quitclaim Deed dated January 16th, 1985, and recorded in book 202 at page 507, LOGAN B. PHILLIPS, LOGAN B. PHILLIPS, JR. and WM. N. PHILLIPS did execute and Quitclaim unto VERNON L. PHILLIPS an undivided one-fourth (1/4) interest in and to the above described real estate.

Now, therefore, for in consideration of One Hundred Dollars and Other Valuable consideration, receipt and sufficiency of which is hereby acknowledged, we, WM. N. PHILLIPS and VERNON L. PHILLIPS do hereby convey and quitclaim unto LOGAN B. PHILLIPS and LOGAN B. PHILLIPS, 'JR. hereof, all of our undivided interest in and to the real estate described herein.

## BOOK 234 PAGE 635

It being the intention that after the execution of this instrument, LOGAN B. PHILLIPS and LOGAN B. PHILLIPS, JR. will each own an undivided 1/2 interest in the real estate described herein.

It is expressly understood that this conveyance is executed subject to the exceptions stated in that conveyance of the above described property executed by Ida Ford Shaw Lewis to Logan B. Phillips and Logan B. Phillips, Jr., dated May 3rd, 1984, and to the lien of the purchase money deed of trust executed by Logan B. Phillips and Logan B. Phillips, Jr., in favor of Ida Ford Shaw Lewis, dated May 3rd, 1984, in the original principal sum of \$64,200.00, and the grantee herein by the acceptance hereof assumes the payment of his pro-rata share of the indebtedness secured by said purchase money deed of trust.

WITNESS our signatures this 30 day of November 1987.

WM. N. PHILLIPS

VERNON L. PHILLIPS

Logan B. Phillips 4305 Audubon Park Lane Jackson, MS 39211 Phone # 366-3934 Office phone # 354-3434

· 推出的数据 (1)

Logan B. Phillips, Jr. P.O. Box 1347 Jackson, MS 39205 Phone # 981-9050 Office phone # 354-3434

Vernon Phillips 1116 Quinn Street Jackson, MS 39203 Phone # 355-3478 Office Phone # 969-5550

William N. Phillips 137 Trace Cove Drive Madison, MS 39110 Phone # 856-9203 Office phone # 856-9203

#### BOOK 234 PASE 636

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WM. N. PHILLIPS and VERNON L. PHILLIPS, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this goday of November, 1987-

Commission Expires: Commission Expires Sept. 9, 1990

E GF.MIS ISSIRPI, Country of Madison:

DEC 15 1987

DEC 15 1987

DEC 15 1987

BILLY V. COOPER, Clerk

BILLY V. COOPER, Clerk

BILLY V. COOPER, Clerk By N. Wught D.C.

### BOOK 234 PAGE 637

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WARRANTY DEED



For and in consideration of the sum of TEN DOLLARS (\$10.00), cash, in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, JAMES H. RONE and PATRICIA S. RONE, husband and wife, do hereby sell, convey and warrant unto HILTON R. McCRACKEN, JR., and SANDRA T. McCRACKEN, 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 81, BEAVER CREEK, Part III, a subdivision in and to the County of Madison, State of Mississippi according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Miss. in Plat Cabinet B, Slide 72 thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS OUR SIGNATURES this day of December, 1987.

STATE OF West Virginia

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, James H. Rone and wife, Patricia S. Rone, 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 10 44 day of December,

NOTARY PUBLIC

GRANTOR ADDRESS: 101 HIGH STREET, BILING
GRANTOR ADDRESS: 101 HIGH STREET, BILING
GRANTOR ADDRESS: 103 MICHAEL COVE, RIDG
GRANTEE ADDRESS: 103 MICHAEL COVE, RIDG
TILL: WORK 382-0119 HOME 977-0688 26250 BILINGTON, W. VA

ADDRESS: 103 MICHAEL COVE, 1 RK 382-0119 HOME 977-0688 RIDGELAND, MS TEL: WORK 382-0119

ATE OF MISSISSIPH, County of Madison: The Ohmussissippin, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed recorded in the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery Court of Said County, certify that the within instrument was filed recorded on the chancery County of Said County, certify that the within instrument was filed recorded on the chancery County of Said County, certify that the within instrument was filed recorded on the chancery County of Said County, certify that the within instrument was filed recorded on the chancery County of Said County, certify that the within instrument was filed recorded on the chancery County of Said County COUNTY, MINISTE

By, n. Wright D.C.

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#### SUBSTITUTED TRUSTEE'S DEED

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WHEREAS, on the 15th day of October, 1979,.

FARM AND LIVESTOCK SUPPLY INC. A MISSISSIPPI CORPORATION
by Burke Murphy, President; C. R. Montgomery, Sec.Treas. and G. M. Case, Vice President, became justly
indebted to CANTON EXCHANGE BANK and did, on that date,
for the purpose of securing said indebtedness, execute
their certain Deed of Trust to DOUGLAS RASBERRY, Trustee
for CANTON EXCHANGE BANK, conveying in trust to the
aforementioned Trustee the hereinafter described property which said Deed of Trust is on file and of record
in the office of the Chancery Clerk of Madison County
at Canton, Mississippi, in BOOK 463 at PAGE 685; and,

WHEREAS, said Deed of Trust was assigned to First National Bank of Jackson, Jackson, Mississippi, by instrument recorded in Book 524 at Page 745 of the records in the office of the aforesaid Chancery Clerk; and, ~

WHEREAS, by amendment to its charter effective September 17, 1985, First National Bank of Jackson, Jackson, Mississippi, changed its name to Trustmark National Bank; and,

WHEREAS, default has been made in the payment of the indebtedness secured by said Deed of Trust, and the beneficiary thereof having exercised the option in such case provided, and having declared the entire unpaid balance of said indebtedness immediately due and payable; and,

WHEREAS, the Trustee in said Deed of Trust has been substituted and T. HARRIS COLLIER, III, was appointed as Substituted Trustee by instrument of record in Book 635 at Page 339 in the office of the Chancery Clerk of the aforesaid County; and,

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WHEREAS, after having advertised said sale in all respects as required by law and the terms of said Deed of Trust, the advertisement including posting of Trustee's Notice of Sale in front of the South en-; trance of the County Courthouse in Canton, Mississippi . for at least four consecutive weeks preceding the sale .. and the publication of Notice of Sale in the Madison , County Herald, a Newspaper having circulation in Madison County, Mississippi, for four consecutive weeks preceding the sale, which is more fully shown by a copy of the Proof of Publication which is hereto, attached as . Exhibit "A" to this deed and made a part hereof, the undersigned did, within legal hours on Friday, the 4th day of December, 1987, in front of the South entrance of the County Courthouse of Madison County at Canton, Mississippi, offer for sale at public auction for cash to the highest and best bidder, the hereinafter described real estate, together with all buildings and improvements located thereon, in the manner required, by law and the terms of the aforementioned Deed of La Company of the state of the Trust; and,

the undersigned received from the hereinafter Grantee.

a bid of \$156,000.00, which was the highest bid for

cash for said land and the said bidder was then and

there declared to be the purchaser thereof.

NOW, THEREFORE, in consideration of.

\$156,000.00, cash in hand paid, the receipt of which
is hereby acknowledged, the undersigned does hereby
sell and convey unto TRUSTMARK NATIONAL BANK the following real estate together with all buildings and improvements thereon situated as located in Madison County, Mississippi, described as follows, to-wit:

The following property lying and being situated in the E 1/2 of Section 20, Township 9 North, Range 3 East, in the City of Canton, Madison County, Mississippi, described as fol-

Commence at the SW corner of Lot 6, Block "E", Meadow Lark Park Subdivision as recorded in Plat Book 3 at Page 52 in the Chancery Clerk's Office, Madison County, Mississippi, and thence run South 89 degrees 43 minutes East 205.0 feet to a point; thence North 31 degrees 36 minutes East 473.6 feet to a point; thence North 26 degrees 56 minutes East 133.5 feet to an iron pin on the South ROW line of Mississippi Highway No. 16 and the NW corner and the point of beginning of the property to be described, which point is also North 04 degrees 10 minutes West 30.0 feet from the NE corner of Lot 1, Block "B" of Meadow Lark Park Subdivision, and from said point of beginning run thence South 68 degrees 50 minutes East 113.4 feet along the South ROW line of said Highway to an iron pin; thence South 68 degrees 10 minutes East 150.0 feet to an iron pin; thence North 68 degrees 50 minutes West 113.4 feet to an iron pin; thence North 68 degrees 10 minutes West 150.0 feet to the point of beginning. to the point of beginning.

TRACT II. A lot or A lot or parcel of land fronting 200 feet on the south side of East Peace Street, Canton, Madison County, Mississippi, and more particularly described

as follows:

Beginning at the NE corner of Meadow Lark Park Subdivision and run South 68 degrees 40 minutes East along the south line of East Peace Street for 200 feet to a point; thence South 01 degrees. 30 minutes East for 200 feet to a point; thence South 06 degrees 32 minutes East for 224.3 feet to a point on the north line extended of said subdivision; thence North 68 degrees 12 minutes West along said extension and north line for 200.75 feet to a point on the east line of said subdivision; thence North 04 degrees 10 minutes West along said east line for 433.1 feet to the point of beginning.

LESS AND EXCEPT: All of the following excepting and excluding therefrom all oil and gas therein.

Begin at the point of intersection of the Eastern line of Defendants' property with the present Southwestern right-of-way line of Mississippi Highway No. 16, said point of intersection is 100.8 feet North of and 1,909.1

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Millian Spring

feet West of the Southeast corner of the Mortheast 1/4 of Section 20. Township 9 North, Range 3 East; from said point of beginning run thence South 01°30' East along said Eastern property line, a distance of 10.8 feet to the proposed southwestern right-of-way line of a proposed highway project as surveyed and staked by the Mississippi State Highway Department (said proposed highway project being known and designated as State Project No. 79-0024-02-007-10, being a segment of Mississippi Highway No. 16); run thence North 68°59' West along said proposed Southwestern right-of-way line, a distance of 199.1 feet to the Western line of Defendants' property; run thence North 04°10' West along said Western property line, a distance of-11.1 feet to the present Southwestern right-of-way line of Mississippi Highway No. 16; run thence South 68°59' East along said present Southwestern right-of-way line, a distance of 199.6 feet to the point of beginning, containing 0:046 acres, more or less, or 1,993.32 square feet and all being situated in and a part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 9 North, Range 3 East, in the City of Canton, Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 14 Th

. of December, 1987.

HARRIS COLLIER, Substituted Trustee

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STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, T. HARRIS COLLIER, III, Substituted Trustee, who acknowledged that he signed and delivered the foregoing Deed on the day and year therof as a free and voluntary act and deed as the act and deed of said Substituted Trustee, on the day and year therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the Hand and Seal OF OFFICE, NOTARY PUBLIC NOTARY PUBLIC

MY COMMISSION EXPIRES:
1. Ray Commission Dolors Sopt. 15, 1991

GRANTOR'S ADDRESS:

P. O. BOX 291, Jackson, Mississippi, 2013 39205, (601) 354-5088. P. O. BOX 291, Jackson, Mississippi, 2013 39205 (601) 354-5088. GRANTEE'S ADDRESS:

#### STATE OF MISSISSIPPI COUNTY OF MADISON

# 800x 234 PAGE 642

PERSONALLY CAME before m		
	ne, the undersigned, a notary public in and for MADISON County, Mississippi,	
NOTICE OF SALE	the PRINTER of MADISON COUNTY HERALD, a newspaper published in the City of Canton, Madison County, in said state, who, being duly	
WHEREAS, FARM AND LIVE-	sworn denoses and says that MADISON COUNTY HERALD is a news-	
PI CORPORATION by Burke Mur-	names as defined and prescribed in Senate Bill No. 203 enacted at the regular	
President executed a Deed of Your	session of the Mississippi Legislature of 1948, amending Section 1858, of	
HO CANTON EXCHANGE BANK	the Mississippi Code of 1942, and that the publication of notice of which	
corded in Book 443 of Page 415 at 1	the annexed is a copy, in the matter of	
The records in the settice of the Chancery Clerk of Medison County		
WHEREAS, said Deed of Tour	Duh tun Ale.	
of Jackson, Jackson, Micksloof Inc.	P: +	
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• 4.	Publisher's Fee @ \$1.50 SUB-TOTAL	) per publicat (amount due	at tax sale)			\$s <i></i> 1	<u> 51·71</u>	
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5.	Damages of 5% on amo	ount of deling	uent taxes (5% x li	ine #1)		ىستە،،،،،،،،،،،،،،،،،،،،،،،،،،،،،،،،،،	59 -1-1	
6	ERK'S FEES FOR RECO Fee for taking acknowle	doement and	filing deed		.s .so·	s 50		
7.	Fee for recording list of	land sold (ea	ch subdivision)		.\$ .10 '	\$ <u>,,C</u>		
8.	SUB-TOTAL S FOR ISSUING NOTICES	(Clerk's Fees)	DO AND LIENCES	· · · · · · · · · · · · · · · · · · ·		, , ,	<u> (60</u>	
1V. FEE	Fee for issuing 1st notice	e to Sheriff			.\$2,00	\$	6	
10	Fee for malling 1st notice	e to owners.			.\$1.00	\$^`	*	
11,	Fee for Sheriff serving 1 Fee for issuing 2nd noti	ist notice to d	wners	••••	.\$4.00 . \$5.00	.s	•	•
13.	Fee for malling 2nd not	ce to owners		,,	.\$2.50	\$		
14.	Fee for Sheriff serving 2	and notice to	owners		.\$4,00	\$^ , ,	- 4 * 414	
15.	Fee for ascertaining and Publisher's fee prior to a	i issuing notic	ces to lienors (6a).		.52.50	\$	٠; `	
17.	·	edemption po	attod expiration 111			\$	4.	
18.						\$*		
19. 20.			ing notices) III & IV)			, <b>sss</b>	s 7	87.30
						-6	•	
21.	Interest on all taxes and	d cost @ 1%	per month from da	ite of sale	( 4	_ months x line *	20)\$	3140
	CRUED TAXES AND IN Accrued taxes for year						•' •	
22. 23.	. Accrued taxes for year . Interest on accrued tax	os for year 19	)			s	•	
24.	Accrued taxes for year	19				\$	•	
	Interest on accrued tax	es for year 19	es & Interest)			.\$		
26. 27.	SUB-TOTAL	(add line 21	and 26)	· • • • • • • • • • • • • • • • • • • •			\$ 8	874
VII. AD	DITIONAL FEES: (Section	in 27-7-21)	•				, ·	Q19
	Clerks fee of 1% of am	ount necessa	ry to redeem (1%)	x line 27)	•••••		.` \$	
VIII. OT	'HER FEES: , Clerk's fee for recording	release (25-	7-9(D)		\$2.00	s Zoo.	** 1	( 47 3
- 00	Clark's for for cortifuing	rolongo (25.	7.Q(a))		.\$1.00	\$ 100	•	
31.	CLerk's fee for certifyin	g amount to a	redeem (25-7-9(e)) .		\$1.00	\$		. :
32.	. Clark's fee for recording	recomption	(25-7-21(d))		.,5 .25	<u> </u>	\$	125
33.	COAND TO	At fadd line	and line	1			s∑	3/23
l certif	withat the above is a true	e and correct	statement of amou	int neces	sary to re	edeem sald proper	rty, on this ti	heO
day of	1) ocember	, 19	01		Ð	ILLY V. COOF	ER `	
	•		-	, hu	h	Chancery Clerk	٠,	~~
	BROTHERS - JACKSON, MS		BY:	<u>۱۱۲</u>	4000	7	·	D.C.
	BY MISS, STATE DEPT. OF AUDIT	12/95	-			()		
1 1000	aning in the country of	F Madiean					٠,	-
OF MI	ISSISSIPPI, County of	i mauson: the Chancer	v Court of Said	County	, cartify	that the within	instrumer	nt was f
Billy V	ISSISSIPPI, County of Cooping Clerk of the control	day of	· Dee	19.	82	at .4:.38'cl	ock}	M.,
ord in t	my office this	uay or		1	9	Book No 23	4. on Page	.6.43
ly, řeco	rded priette	day of	DEC:15:198/			,	74 4	•
itness n	propagation of o	ffice, this th	eof	. mr.c	A 1111			
4100	Ma Maria	•		E	BILLY V	. COOPER, Cle	i is	

# RELEASE FROM DELINQUENT TAX SALE Nº 290

COUNTY OF MADISON		REL	EASE	
IN CONSIDERATION OF En 1st heartrach for		4	: 261. 4	
received from Auglor Carrication and M		<u> </u>		DOLLARS —
the following described property:		_	— • ma smootif t	lecessary to redeem
DESCRIPTION OF PROPERTY	SEC.	TWP.	RANGE	ACRES
The Breakers W B 42				
DY3 200-411 07/08/85 -	27	- di	<i>2</i> E	
124210 012/01	2/	71/	26	<del> </del>
assessed to Depasit Duaranty. and	sold to	Brai	Um 1911	illamon
* at Delinquent Tax Sale on the \$15th day of 1/1/1/11off	۰۸٬۲	?" · ·		
the said land is hereby released from all claim or title of state or pu 27-45-24 Mississipp Code of 1972 (as amended).				
day to the day official seal of office, this the 15th day	of 6	ern)	. 1987	! —•
		BI	LLY V. COOPE	R
BY 2	210	Drock	Chancery Clerk	,
(BE SURE TO HAVE YOUR CHANCERY CLER	- <del></del>		Deputy Clerk	
STATEMENT OF AUGUST MEAN	20101			ECEIPT
A CONTRACTOR OF THE PROPERTY AND FEED ON TAY SALES			BWD'N MEE	
mount of delinquent taxes			41050	2 2 2
2. Interest from February 1st to date of sale @ 1% per mon 3. Publishers Fee @ \$1.50 per publication	lh	,,,,	300	
4 SUB-TOTAL (amount due at tax sale) II. DAMAGES: (Section 27-45-3)	•••••	•••••	s.76	356
* 5. Damages of 5% on amount of delinquent toyog (50), villa	n #11	-		2554
III. CLERNS FEES FOR RECORDING LAND SALE: (Section 25.	7.941			<del></del> ,
Fee for taking acknowledgement and filing deed      Fee for recording list of land sold (each subdivision)		\$ .50 \$	50	•
SUB-TOTAL (Clerk's Fees)				60
9. Fee for issuing 1st notice to Sheriff	(Section:	3 27-43-3 \$2 00     \$	& 27 <del>-4</del> 3-11)	·
to the for inspired 12f Dolice to OMUSIS		et an e		
11. Fee for Sheriff serving 1st notice to owners.  12. Fee for issuing 2nd notice to Sheriff		*C ** *		
or i co ini manny zita notice to owners		そうをり モ		
14. Fee for Sheriff serving 2nd notice to owners		もうだん ら		
16. Publisher's fee prior to redemption period expiration		\$		
18		•		
19. SUB-TOTAL (flees for issuing notices) 20 SUB-TOTAL (ITEMS I. II. III & IV)			s	0-
V. INTEREST CHARGES: (Section 27-45-3)	•••••	• • • • • • •	***********	\$ <u>799</u> 70
21. Interest on all taxes and cost @ 1% per month from date VI. ACCRUED TAXES AND INTEREST:	of sale (	4	months x line #20	)s 3199
22. Accrued taxes for year 19		\$		
23. Interest on accrued taxes for year 19				
24. Accrued taxes for year 19		ė		
SUB-TOTAL (Accrued taxes & interest)		• • • • • • · -		\$0-
VII. ADDITIONAL FEES: (Section 27-7-21)	• • • • • • •	• • • • • • •	************	s <u>93169</u>
28. Clerks fee of 1% of amount necessary to redeem (1% x lit VIII. OTHER FEES:	1e 27)	••••••		\$35
29. Clerk's fee for recording release (25-7-9(f))		200 \$	100	
30 Clerk's fee for certifying release (25-7-9(e))		1.00 \$	100	
31. Clerk's fee for centifying amount to redeem (25-7-9(e))		1.00 \$.	75	
SUB-TOTAL (Other Fees)				\$ 425
i certify that the above is a true and correct statement of amount	*******	v to rada	**************	\$94426
day of December 19 57	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-Y V. COOPER	ر سو
HERE WALLES AND A STATE OF THE	7.		hancery Clerk	
HEDERHAM BROTHERS—JACKSON, MS  APPROVED BY MISS, STATE DEPT, OF AUDIT 12/8	120	000	<u> </u>	D.C. ,
Marie Control of the	. –	•	( / = 1.23	
WE OF MISSISSIPPI, County of Madison:				, the
hability Cooper Clerk of the Chancery Court of Said Co	ounty K	sertify t	hat the within	instrument was filed
decording the onice and of the day of the day	1921	.7	t. L.C. : 48/c/6	EE M and
builty recorded on the day of DEC 1 1987	, 19	• • • • • • • • • • • • • • • • • • • •	Book No.23,	on Page .6.4.4. in
Witness my hand end seal of office, this the of	DEC 1	6 -1987	, , 19	
COUNTY	Bil	LY V.	COOPER, Clerk	•

# BOOK 234 PAGE 645

#### WARRANTY DEED

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4 12 - 1

INDEXED 12682

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantee herein, the receipt of which is hereby acknowledged, I, GEORGE D. McBRAYER, do hereby convey and warrant unto GUY P. OWEN, subject to the terms and provisions hereof, an undivided one-half (1/2) interest in and to that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Nine (9) on the south side of Peace Street, south of the Public Square, when described with reference to map of the City of Canton, Madison County, Mississippi, made by George and Dunlap in 1898, reference to said map being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1) Zoning Ordinances and/or Governmental Regulations applicable to the above described property.
- (2) Ad valorem taxes for the year 1987 which shall be paid by the grantor when the same become due and payable.
- (3) Deed of trust executed by George D. McBrayer in favor of Ben H. Rimmer, Jr., in the original principal sum of \$60,000.00 with interest and incidents, dated August 5th, 1985, filed August 14th, 1985, recorded in Land Record Book 565 at Page 701 thereof in the Chancery Clerk's Office for Madison County, Mississippi. Grantor covenants and warrants that the indebtedness secured by said deed of trust has been reduced to a principal balance of \$30,000.00 as of December 15th, 1987, and that the lien of said deed of trust and the payment of the indebtedness secured thereby has been extended as reflected by an Extension Agreement executed by George D. McBrayer and Ben H. Rimmer, Jr., dated December 15th, 1987, and which Extension Agreement is to be filed for record in the Chancery Clerk's Office for said County. The Grantee herein by the acceptance of this conveyance assumes and covenants and agrees to pay his pro-rata share of the indebtedness secured by said deed of trust as extended.

The above described property is no part of grantor's homestead property.

WITNESS my signature this 15th day of December, 1987.

Denglid. 18

#### STATE OF MISSISSIPPI COUNTY OF MADISON

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

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

Grantor - George D. McBrayer: 343 Meadowbrook Drive, Jackson, Ms. 39206

Residential Telephone: (601) 353-2008
Business Telephone: (601) 932-2003

Grantee - Guy P. Owen: 195 Red Oak Drive, Brandon, Ms., 39042
Residential Telephone: (601) 825-4160
Business Telephone: (601) 825-4160

QF/MISSISSIPPI, County of Madison: seal of office, this the . . . . . of . . . DEC 1-6-1987 . . . . . BILLY V. COOPER, Clerk By Marchage...

MADISON : COUNTY LAW

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), MOEKED cash in hand paid, and other good and valuable considerations, the receipt and sufficiently of which are acknowledged, UNDERWOOD DEVELOPMENT COMPANY, a Mississippi corporation in good standing, Grantor, does hereby grant, sell, convey and warrant unto, Keeson Partners, a Texas general partnership, Grantee, subject to the matters and reservations hereinafter set forth, the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows:

الموجود الأوليات

A parcel of land situated in the Wh of the SWh of Section 35 and the Eh of the SEh of Section 34, T7N, RIE, Madison County, Mississippi. The said parcel being more particularly described as follows:

Mississippi. The said parcel being more particularly described as follows:

Commence at the NE Corner of the SWk of the aforesaid Section 35, T7N, R1E, Madison County, MS. and run thence southerly along the East boundary of said SWk of Section 35 for a distance of 14.5 feet to the intersection of said East boundary of the SWk of Section 35 with the centerline of Interstate Highway No. 220 according to the R-O-W map of Federal Aid Project I-IG-220-3 (2) 41 for Hinds and Madison Counties, between Interstate No. 20 and Interstate No. 55, Sheet 9 of 10, as prepared by the Mississippi State Highway Department; run thence South 50 degrees 31' 30" West along said centerline of Interstate Highway 220 for a distance of 2,034 feet; run thence North 39 degrees 28' 30" West for a distance of 230.0 feet to a concrete monument, opposite the centerline station 697+00 and on the West R-O-W line of Interstate Highway 220 according to the aforesaid R-O-W map; run thence South 56 degrees 14' 08" West along the said West R-O-W line of Interstate Highway 220 for a distance of 230.29 feet to the point located on the West R-O-W line of Business Park Drive, as said street exists this date; run thence N 39 degrees 28' 30" W along the said West R-O-W line of Business Park Drive, as said street exists this date; run thence N 39 degrees 28' 30" W along the said West R-O-W line of Business Park Drive for a distance of 377.0 feet to the point of beginning of the herein described parcel; said point being the point of curvature of a 15.60 degree curve having a central angle of 28 degrees 15'; run thence along said curve to the left and along the said West R-O-W line of Business Park Drive for a distance of 181.14 feet to its point of tengency; run thence N 67 degrees 43' 30" W along the said West R-O-W line of Business Park Drive for a distance of 205.0 feet to the point of intersection of the said West R-O-W line of Business Park Drive, as said street exists this date; run thence S22' degrees 16' 30" W along the said South R-O-W line of High

30.0 feet to the point of curvature of a 27.2461 degree curve having a central angle of 31 degrees 00'; run thence along said curve to the right and along the said South R-O-W line of Highpoint Drive for a distance of 113.78 feet to its point of tangency; run thence S53 degrees 16' 30" W along the said South R-O-W line of Highpoint Drive for the distance of 173.0 feet to a point; run thence S51 degrees 52' 26" E for a distance of 396.38 feet to a point; run thence N 40 degrees 39' 49" E for a distance of 370.0 feet to the point of beginning and containing 3.01 acres, more or less.

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

- Ad valorem taxes for the year 1987 constitute a lien on subject property but are not due and payable until January, 1988.
- · 2. Zoning ordinances of Madison County, Mississippi.
  - Reservations and conveyances by predecessors in title to Grantor of any oil, gas and other minerals and royalties.
  - Protective covenants recorded in Book 624 at Page 177 and Subordination of Assessment recorded in Book 633 at Page 359.

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

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

Grantor reserves for itself, its successors and assigns the right of architectural control and site plan approval over any improvements constructed or placed upon the above described property. No construction shall commence nor shall any alteration be made in the exterior of any improvement without the

prior written approval of Grantor, its successors or assigns, which approval shall not arbitrarily or unreasonably be withheld or denied. The purpose of this covenant is to assure architectural compatibility of any improvements constructed on the above described property with general architectural standards for the 220 Business Parks area. This restriction shall constitute a covenant running with the land, inuring to the benefit of Grantor, its successors and assigns and binding upon Grantee its successors in title and assigns, for a period of twenty-five years from and after the date of this deed.

witness the signature of Grantor acting by and through its duly eathorized officers this 15th day of December \_\_\_\_\_, 1987.

UNDERWOOD DEVELOPMENT COMPANY

BY: Thomas M. Chdewood Pos.

Attest:

411163

Lacke of Elle, Tuntory

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

Grantee's Address: P.O. Box 121485 Arlington, Texas 76012-485 Residence Telephone No. 817) 461-5333

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Thomas M. Underwood and Charles D. Ellis , to me personally known, who acknowledged that they are the President and Secretary , respectively, of Underwood Development Company, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered

the above and foregoing instrument of writing on the day and in the year therein mentioned, they having first been duly authorized so to do.

GIVEN under my hand and official seal within the jurisdiction aforesaid this 15th day of \_\_\_December\_ , 198<u>7</u>.

My Commission Expires:

NOTE: THIS PARCEL OF LAND IS LOCATED IN ZONE C ACCORDING TO HUD SPECIAL FLOOD HAZARD MAP, OTHENITY MO. 280072 0010C JUNE 25, 1982 AND 280228 0295B JAN. 2, 1980. والإيداء المعارج Branch Core 522°16'30°W 30.0' 1 = 51.00° T = 58.32° L = 113.78° 0 : 27.246/ R : 210.29 3.01 ACRES 131,016.48 S.F. <u>Curve OATA</u> A \* 20°15' T \* 72.45' L \* 18114' O \* 15.60° R \* 367.28' P 0.8 556°14'08"W ~230.29" Conc. Hon. N39°28'30'W 2300' 550<u>5130,41</u> HIBHWAY /NTERSTATE 2,034.0 THIS IS TO CERTIFY THAT I HAVE MADE AN ACCURATE SURVEY OF THE PREMISES SHOWN HEREIN AND THAT THIS PLAT ACCURATELY REPRESENTS THE FINDINGS OF SAID SURVEY. South M.5' NE Corner, SN 14, Section 35, T7N, RIE, Madison Co., Miss. MISSISSIP ENGINEERING ASSOCIATES, INC. CONSULTING ENGINEERS JACKSON/PEARL, MISSISSIPPI of Survey For Cost of Sale

Situated in Wile of the SW 1/2 of
Sect. 35 9 Etz of the 56 1/2 of Seat. 34, DATE 9-15-67 1 = 100 . 7200.9 TTN, RIE, Wedison County, ATEOF MISSISSIPPI, County of Madison: Regular of the Chancery Court of Said County, certify that the within instrument was filed the county of the Chancery Court of Said County, certify that the within instrument was filed the county of the chancery Court of Said County, certify that the within instrument was filed the county of the chancery Court of Said County, certify that the within instrument was filed the county of the chancery Court of Said County, certify that the within instrument was filed the county of the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed the chancery Court of Said County, certify that the within instrument was filed to county the chancery Court of Said County, certify that the within instrument was filed to county the county of the cou 

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BOOK 234 PAGE 652

STATE OF MISSISSIPPI COUNTY OF MADISON

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, ANNANDALE DEVELOPMENT COMPANY, a Delaware corporation authorized to do business in the State of Mississippi and Grantor herein, does hereby sell, convey, and warrant unto WILLIAM C. BECK, II, and wife, JACQUELYN R. BECK, as joint tenants with full rights of survivorship, and not as tenants in common, who are the Grantees herein, the following described land and property situated in Madison County, Mississippi, more particularly described as follows, to wit:

A strip of land, one foot (1') in width, a part of and located wholly within and along and off the south side of Lot 16, Annandale Part B2, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slide 88, reference to which is hereby made in aid of and as a part of this description, the south boundary of said one foot strip being 318.9' in length and common to the line between said Lot 16 and Lot 17 of said Annandale Part B2.

This conveyance is subject to any and all zoning ordinances, subdivision regulations, easements, dedications, rights-of-way, mineral reservations and mineral conveyances of record pertaining to or affecting the herein described property.

This conveyance is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Annandale now on record in Book 580 at Page 1 in the office of the aforesaid Chancery Clerk. The Grantor is the same as the Declarant of said Declaration and therefore is a Developer under the terms of said Declaration. Therefore, it is understood between the parties that the restriction of Subsection (f) of Section 6 of Article VIII of said Declaration prohibiting the transfer or conveyance of a portion of a Lot (other than the entire Lot) is not applicable.

This conveyance is subject to that certain Supplementary Declaration of Covenants and Restrictions for Annandale Part B2 which is now on record in Book 580 at Page 69 in the office of the aforesaid Chancery Clerk.

The Grantor is the owner of Lot 16 of said Annandale Part B2. The Grantees are the owners of Lot 17 of said Annandale Part B2. Said Lots 16 and 17 are adjacent lots. The Grantor and Grantees are the owners of adjacent Lots, and this conveyance is made to change the boundary between said adjacent Lots. For and on behalf of itself and its successors and assigns, the Grantor agrees that the north boundary of the the herein described property shall constitute the south boundary of said Lot 16 for all purposes. By acceptance of this deed, for and on behalf of themselves, their successors and assigns, the Grantees as owners of said Lot 17 agree that the herein described property shall only be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the adjacent Lot 17 in Annandale Part B2.

WITNESS OUR SIGNATURES, this the 8th day of Mccombu.

ANNANDALE DEVELOPMENT COMPANY

BY: Lewis 9. Jun

IRY THE

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MOEKED

# 100K 234.PAGE 653

STATE OF FLORIDA,

THIS DAY personally came an	d appeared before me, the undersigned Notary
Public in and for said county and	state, Lewis A Sticen
who, being by me first duly sworn	, states on oath that he is the duly elected
Trensurer of ANNA	NDALE DEVELOPMENT COMPANY, and, who
acknowledged to me that for and o	NDALE DEVELOPMENT COMPANY, and, who in behalf of said ANNANDALE DEVELOPMENT
COMPANY, he signed and delivered	the above and foregoing instrument on the day
and year therein mentioned, he be	ing first duly authorized so to do by said
corporation:	
	-
" of GIVEN under my hand and off	icial seal of office, this the 3 day
of December 1	9 <u>87</u>
	Roth (un) Rice
Will have been a second	Nathlier Nice
to the wealth of	NOTARY PUBLIC
My Commission Expires:	· · · · · · · · · · · · · · · · · · ·
MY COMMISSION EXPIRES APRIL 6, 1991.	*
BUNDED THRU NOTARY PUBLIC UNDERWRITERS.	
•*	
STATE OF Florida	•
COUNTY OF Hillsborough	
. HITTSTERIST	<b>-</b> ' '
THIS DAY personally came an	d appeared before me, the undersigned Notary
Public in and for said county and	
who, being by me first duly sworn	, states on oath that he is the duly elected
	LE DEVELOPMENT COMPANY, and, who acknowledged
to, me that for and on behalf of s	aid ANNANDALE DEVELOPMENT COMPANY, he signed
and delivered the above and foreg	oing instrument on the day and year therein
mentioned, he being first duly au	thorized so to do by said corporation.
	•
, g ; GIVEN under my hand and off	icial seal of office, this the day
of - December, 1	9 <u>.87                                    </u>
A Same of the same	Rattleen Rine
The course of th	MOTINE NINE
Maria de la companya	NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA	
MY COMMISSION EXPIRES APRIL 6, 1991.	r · · · · · · · · · · · · · · · · · · ·
SASTINWESTON DIEST TRATON UNHT COOKE	•
GRANTOR'S ADDRESS:	GRANTEES' ADDRESS:
damin b hostads:	omminato montoo.
Post Office Box 82010	107 Bristol Court
Tampa, Florida 33682	Madison, Mississippi 39110
	,
PHONE: (813) 963-5856	PHONE: (601).856-9662 .
LUCKE: (012) 202-2020	PHONE: (001)(050~9002 .
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,08009999999 <sub>0</sub>	,
STANDER OF STANDE	•
A Cores Many	,
A SECTION OF THE PROPERTY OF T	<b>x</b>
ATE OF MISSISSIPPI County of Madison:	
MANUAL Cooper; Clerk of the Chancery	Court of Said County, certify that the within instrument was file
withord methy office this day of	Dogniller 19. 8 . at 400 o'clock M., and
	<b>300 000 000 000 000 000 000 000 000 000</b>
and recorded on the day of	DEC 16.198/, 19 Book No 234- on Page 652. i
Fedition Comments of the Comme	DEC 16 1981
Witness my hand and seal of office, this the	, , , , , , . VI - , . , , , , , , , , , , , , , , , , ,
*1 .C-	BILLY V. COOPER, Clerk
- 1,45	· And promotion
•	Ву. Д.
	<i>'</i>

100K 234 PAGE 654

COUNTY OF MADISON

C

# BOOK 234 PAGE 561

**EASEMENT** 

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\*JNDEXED 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 GEORGF 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 32 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.

A. ....

THE BALLEY COMPANY, LTD.

C. BAILEY, JRY

VILLIAM WILLIAM

Partner

PLAZA REALTY TRUST

H. C. BAILEY,

Trustee

William WILLIAM

Trustee

GEORGE

GEORGE F. WOODLIFF, Individually

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

STATE OF MISSISSIPPI

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 wear therein mentioned, they being first duly authorized so to do by said Bailey Company, Ltd.

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 Quel day of December, 1987.

NOTARY PUBLIC

My Commission Expires:

4) Cornelis on College Ser. 7, 1939

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 day of December, 1987.

トババババ

My Commission Expires:

My Commiscate that to may 17, 1939

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 P. 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 sent of office this the day of December, 1987.

My Commission Expires:

By Commission expires May 17, 1983

\* 231<sub>rsc</sub>563

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STATE OF MISSISSIPPI

38 A = 18

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COUNTY OF HINDS, 10 %

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 day of December, 1987.

NOTARY RUBLIC

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. C. Box 4726. Jacksonville

Florida, 32232; 904-350-7709

STATE OF MISSISSIPPI, County of Madison:		مددادمات کے یہ پہ	
Copper Clerk of the Chancery Court of	of Said County, cent	that the within ins	trument was filed
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STATE OF MISSISSIPPI, County of Madison:		, .	•
Clerk of the Chancery Court of	Said County, certif	y that the within insti	ument was filed
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witness by handlandseal of office, this the	ofDEC.16.	.1987 19	
	BILLY	V. COOPER, Clerk	
	<b>—</b>		-
COUNTY MIS DEED	By . 11.7550.	corf.les	, D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Walter H. Simmons and wife, Ruth W. Simmons, Grantors, do hereby sell, convey, quitclaim and release unto the City of Madison, Mississippi, Grantee, upon the conditions hereinafter stated, property located in the City of Madison, Madison County, Mississippi, and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

This conveyance is made upon the condition that for a period of ninety-nine years from the date hereof, Grantee shall maintain said property as an arboretum and shall, within three (3) years of the date hereof, plant, and thereafter maintain, at least one variety of every tree which is native to the State of Hississippi, as well as a sufficient number of other trees to constitute the said property as an arboretum, and to otherwise properly maintain and develop said property as an arboretum. Grantee convenants and agrees to install and maintain a six to eight foot in width paved walking trail throughout the arboretum; to install and maintain a parking lot of reasonable size to service the users of said arboretum; not to allow motorized vehicles or bicycles in said arboretum; and not to allow picnicking nor picnicking facilities therein.

The above described covenants shall run with the land and should Grantee breach any of said covenants during said ninety-nine year period or fail to comply with the conditions, then said property shall revert to Grantors, or their heirs, without the necessity of re-entry. Upon the expiration of ninety-nine years from the date of this conveyance, if title has not thertofore reverted to Grantors, or their heirs, and if the covenants have not been breached, title shall vest in fee simple in Grantee, the condition shall be discharged and the covenants shall terminate.

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Book\_ 234 Page 659

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Water H. Simular

WALTER H. SIMMONS/

RUTH W. SIMMONS

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Walter H. Simmons and Ruth W. Simmons, duly identified before me, who acknowledged that they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year mentioned.

Given under my hand and official seal on this the 15 day of December, 1987.

NOTARY PUBLIC

My Commission Expires:

GRANTORS' ADDRESS:

Walter H. and Ruth W. Simmons 338 Arapaho Lane Madison, MS 39110 Telephone: (601) 856-6022 Business Telephone: 'None GRANTEE'S ADDRESS:

City of Madison, Mississippi P. O. Box 40 Madison, MS 39110 Telephone: (601) 856-7116 Residence Telephone: None

#### Exhibit "A"

## CITY OF MADISON . BOOK 23 Inte 660

#### 10 ACRE SITE FOR AN ARBORETUM

A tract of land situated in the Southeast Quarter of Section 15, Township 7 North - Range 2 East, City of Madison, Hadison County, Mississippi and being a part of the tract of land describedin a warranty deed to Walter H. Simmons as recorded in Deed Book 129 at Page 581 in the Office of the Chancery Clerk of Madison County, and being more particularly described as follows:

Begin at an iron pin marking the intersection of the Southern Right-of-Way line of St. Augustine Drive Extension with the Westernmost Right-of-Way line of Natchez Trace Parkway and run

South 38 degrees 21 minutes East along said Western Right-of-Way line for a distance of 375.82 feet; leaving said Western Right-of-Way line, run thence

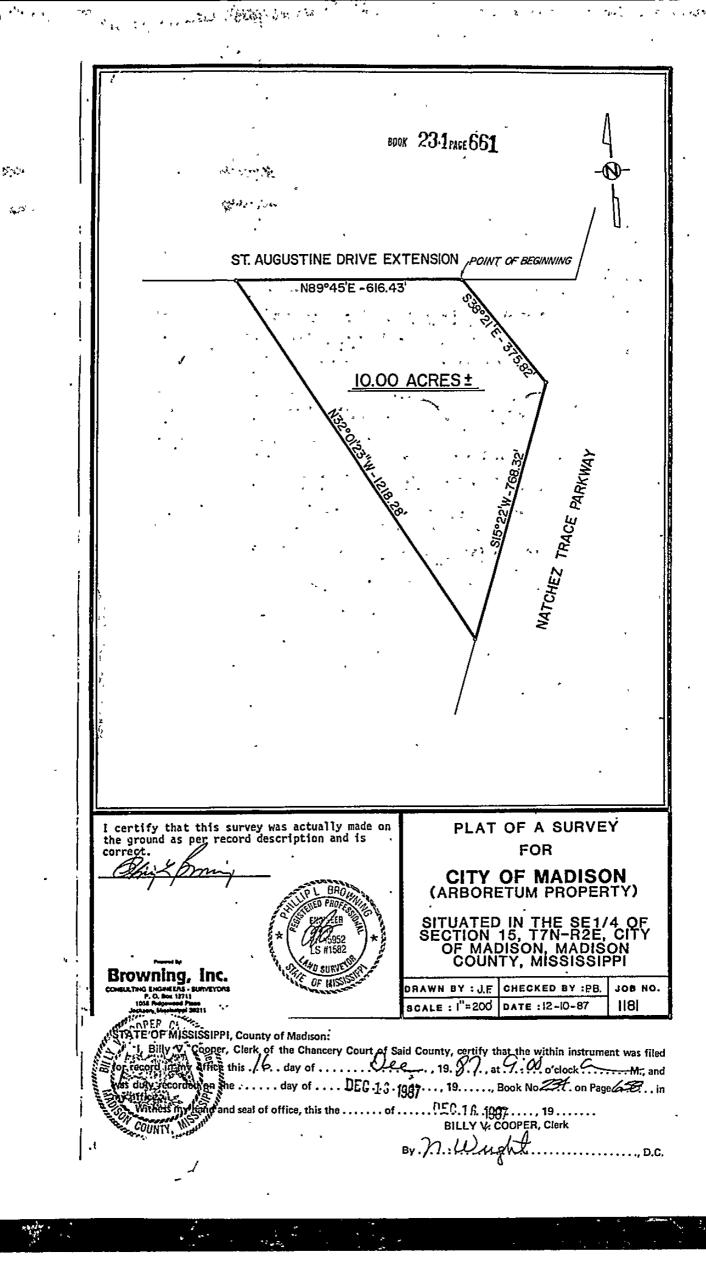
South 15 degrees 22 minutes West along said Western Right-of-Way line for a distance of 768.32 feet; leaving said Western Right-of-Way line, run thence

North 32 degrees 01 minute 23 seconds West for a distance of 1218.28 feet to the aforesaid Southern Right-of-Way line of St. Augustine Drive; thence

North 89 degrees 45 minutes East along said Southern Right-of-Way line for a distance of 616.43 feet to the Point of Beginning

Said tract contains 10.00 acres, more or less.

.,



Party of the ear

#### SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned Hobson D. Brock, George C. McCully and Halina B. Mitchell, individual and as guardian of Stacey Ayn Mitchell, Danielle Mitchell, and Jaime Leigh Mitchell, minors, do hereby convey and specially warrant unto Susie B. Connart Realtor, Inc., as Grantee, the Grantors' interests in and to the property located in Madison County, Mississippi, which is particularly described in Exhibit "A" attached hereto, which description is made a part hereof by this reference as though fully copied herein in words and figures.

As'a part of the aforesaid consideration, the Grantee herein shall be fully liable and responsible for payment of ad valorem taxes and special assessments becoming a lien on the aforedescribed property from and after January 1, 1987.

Witness our signatures the the  $\underline{\eta + \underline{h}}$  day of December, 1987.

HOBSON D. BROCK,

f in m

HALINA B. MITCHELL, Individually and as guardian of Stacey Ayn Mitchell, Danielle Mitchell, Jamie Leigh Mitchell, Minors

COUNTY OF WISSISSIPPI

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

6.76

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800X 231 PAGE

HOBSON D. BROCK, who, after first being duly sworn by me, acknowledged that he executed and delivered the above and foregoing Special Warranty Deed on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the  $\frac{100}{100}$  day of December, 1987.

NOTARY PUBL

My Commission Expires:

COUNTY OF TUNE

Personally appeared before me, the undersigned Notary
Public in and for the jurisdiction aforesaid, the within
named GEORGE C. McCULLY, who, after first being duly sworn
by me, acknowledged that he executed and delivered the above
and foregoing Special Warranty Deed on the day and year
therein stated.

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

y compission Expires:

STATE OF MISSISSIPPI

Personall appeared bofore me, the undersigned Notary
Public in and for the jurisdiction aforesaid, the within
named HALINA B. MITCHELL, who, after first bein duly sworn
by me, acknowledged that she executed and delivered the above
and foregoing Special Warranty Deed on the day and year
therein stated.

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

NOTARY PUBLIC

By Blight Breeze

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A tract of land situated in the Southeast Quarter of Section 19, Township 8 North - Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the Northeast corner of the South one-half of the Southeast Quarter of the Northeast Quarter of said Section 19 and run South 00 degrees 10 minutes 29 seconds East along the Eastern boundary of said Section 19 for a distance of 1055.93 feet to the Northeast corner of and the Point of Beginning for the property herein described; continue thence

South 00 degrees 10 minutes 29 seconds East along said Eastern boundary for a distance of 262.15 feet to a line between the North one-half:and the South one-half of the Northeast Quarter of the Southeast Quarter; thence

North 89 degrees 46 minutes 03 seconds West along said line between the North one-half and the South one-half of the Northeast Quarter of the Southeast Quarter for a distance of 1849.68 feet to the Southeast corner of the Math Schmidt property as recorded in Deed Book 140 at Page 636 in the Office of the Chancery Clerk of Madison County, Mississippi; thence

North O1 degrees 39 minutes OO seconds East along the Eastern boundary of said Schmidt property for a distance of 220.00 feet; thence

North 89 degrees 46 minutes 03 seconds West along the Northern boundary of said Schmidt property for a distance of 779.16 feet to the new Eastern Right-of-Way line of Catlett Road, as it is now (October, 1987) in use; thence

North O1 degrees 12 minutes 21 seconds East along said Eastern Right-of-Way line for a distance of 275.68 feet; leaving said Eastern Right-of-Way line, run thence

South 89 degrees 53 minutes 25 seconds East for a distance of 1306.89 feet to the Western boundary of the Northeast Quarter of the Southeast Quarter of aforesaid Section 19; thence

South 00 degrees 02 minutes 12 seconds East along said Western boundary for a distance of 239.04 feet; leaving said Western boundary, run thence

North 89 degrees 53 minutes 25 seconds West for a distance of 1308.84 feet to the Point of Beginning.

Said tract contains 18.878 acres more or less..

BE COMMEDIA

Section 1

#### ADDRESSES AND PHONE NUMBERS

George C. McCully 2254 East Manor Drive Jackson, MS. 39211 Phone: 982-4675

Halina B. Mitchell
4305 Regency Court
Jackson, MS. 39211
Phone: 982-4325
Dr. Hobson D. Brock
141 Winged Foot Cir.
Jackson, MS. 39211
Phone: 956-4325
Susie Connart Realtor, Inc.
1855 Crane Ridge Dr.
Jackson, MS. 39211
Phone: 981-1331

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STATE OF MISSISSIPPI, County	of Madison:
Billy V. Cooper, Clerk o	f the Chancery Court of Said County, certify that the within instrument was filed day of
for record in my office this . //	2. day of
CATTO OTTICAS: "GENERAL CO.	. day of . DE-C 1-6-1987, 19, Book No.23.4. on Page 442. in
Witness my band and seal of	office, this theofDEC 16: 198719
COUNTY INSTITUTE	By Maron leg

STATE OF MISSISSIPPT COUNTY OF MADISON

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BOOK 234 PAGE 565

BOOK 234 PAGE 667

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WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable 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-R2F, 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.

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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

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 32 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.

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 day of December, 1987.

THE BAILEY COMPANY, LTD.

C. BAILEY,

Partner

Partner

PLAZA REALTY TRUST

C. BAILEY,

Trustee

WILLIAM Trustee

John A Jordana GEORGE F. WOODLIFF, I Individually

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

Woodliff

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. so to do by said Bailey Company, Ltd.

SO to do by said Balley Company, Icc.

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

Company December, 1987.

NOTARY PUBLIC NOTARY PUBLIC

Fr Con Calon 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, 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.

STATE OF MISSISSIPI

£ 44.

STATE OF MISSISSIPI 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 day of December, 1987.

My Commission Expires: My Commission Expires May 17, 1533

STATE OF MISSISSIPPI COUNTY OF HINDS

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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 dfficial saal of day of December, 1987.

My Commission Expires:

My Commission Expires 132y 17, 1028

STATE OF MISSISSIPPI

COUNTY OF HINDS

GIVEN under my hand and officials day of December, 1987.

NOTARY PUBLIC

My Commission Expires:

Py Commission Excited Un. 17, 1052

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

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

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STATE OF MISSISSIPPI, County of Madison:	• •
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STATE OF MISSISSIPPI, County of Madison:	
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Wittessamy liand and seal of office, this the	of DEO 4.6.1987 19 BILLY V. COOPER, Clerk
	BILLY V. COOPER, Clerk
COUNTY MISSIGN	By Marchay D.C.
Second Hall	8

### 800X 234PAGE 672

STATE OF MISSISSIPPI COUNTIES OF MADISON, HOLMES AND YAZOO



San Profes

#### DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100ths (\$10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership (Grantor), having its principal office at 2 Manhattanville Road, Purchase, New York 10577, does hereby, subject to the terms and conditions hereinafter set forth, convey and specially warrant unto Madison Land & Timber Co., Inc., a Mississippi corporation having an address at P.O. Box 270, Flora, Mississippi 39071 (Grantee), the lands situated in Madison, Holmes and Yazoo Counties, Mississippi described in Exhibit "A" attached hereto and make a part hereof for all purposes.

And for the same consideration and subject to all of the terms and conditions hereinafter set forth, the Grantor does hereby convey and quitclaim unto the Grantee all of Grantor's right, title and interest in and to the lands described on Exhibit "B" hereto, together with any and all other lands owned by the Grantor, which are adjacent and contagious to the lands described in Exhibit "A" hereto and are situated between the lands therein described and the present channel of Big Black River, resulting from the change in the course of said Big Black River due to accretion, evulsion, or any other causes?

This deed of conveyance is subject to the following restrictions, reservations, and exceptions:

- (a) Restrictions on Grantee's ability to build upon or use the premises imposed by any current or future building or zoning ordinances or any other law or regulation of any municipal or public authority; and
  - (b) Rights of parties in possession and any state of facts which an accurate survey or an inspection of the premises would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any; and
  - (c) All valid and outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record or acquired through prescription or adverse possession; and

### BOOK 234 PAGE 673

- (d) All roll back taxes, if any, for any year and the current year's taxes, assessments and other charges of any kind or nature imposed upon or levied against or on account of the premises by any governmental authority; and
- (e) All previous reservations, exceptions and conveyances of the oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests;
- Standard title insurance exceptions in the State where (£) the premises are located; and
- (g) All claims of governmental authorities in and to any portion of the premises now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights.

TO HAVE AND TO HOLD, subject to the above restrictions, reservations and exceptions, all and singular, said premises unto the said Madison Land & Timber Co., Inc., its successors and assigns, forever; and the said IP Timberlands Operating Company, Ltd. hereby covenants unto the said Madison Land & Timber Co., Inc., its successors and assigns, that IP Timberlands Operating Company, Ltd. will forever warrant and defend the title to said premises to the Grantee, its successors and assigns, forever, against all persons whoseever lawfully claiming or to claim the same, or any part thereof by, through, or under said IP Timberlands Operating Company, Ltd. but against no other.

IN WITNESS WHEREOF, IP TIMBERLANDS OPERATING COMPANY, LTD. has caused these Presents to be executed in its name by it's Managing General Partner, IP Forest Resources Company, a Delaware corporation , its duly authorized VKC DESNOrt by J.W. GUCON and Kathleen M. Willemin, its Assistant Secretary, and its corporate seal to be hereto affixed this 15 day of DECCUBER year One Thousand Nine Hundred and Eighty Seven.

> IP TIMBERLANDS OPERATING COMPANY, LTD. a Texas limited partnership, registered to do business in the state of Mississippi

IP FOREST RESOURCES COMPANY a Delaware Corporation Managing General Partner Its:

Signed, Sealed and Delivered in the Presence

Its:7 ATTEST:

Kylleen m Wille Assistant Secretary

STATE OF NEW JERSEY COUNTY OF BERGEN

PROBATE

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named J.W. BUCON and Kathleen M. Willemin who acknowledge that as VICT DIOSIOCHT and Assistant Secretary respectively on behalf of and by authority of IP Forest Resources Company, a Delaware corporation, as Managing General Partner of IP Timberlands Operating Company, Ltd., a Texas limited partnership, they signed, executed and delivered the above and foregoing instrument of the date therein mentioned, as the act and deed of said limited partnership, being first duly authorized so to do.

Given under my hand and official seal the b day of

1987.

DINA MOORE NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES MAY 1, 1992

Notary Public

Address of GRANTOR: International Paper Company 2 Manhattanville Road Purchase, New York 10577 (914) 397-1500

This instrument prepared by: Kathleen M. Willemin, Attorney International Paper Company One Maynard Drive Park Ridge, New Jersey 07656

Address of GRANTEE: Madison Land & Timber Co., Inc. P.O.Box 270 Flora, Mississippi 39071 (601) 879-8547

kmw\11167ded.boz

BOOK 234 PACE 675

HOLMES COUNTY, MISSISSIPPI

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Holmes #1:

#### Township 14 North - Range 4 East

Section 26: All S1/2 lying East of Choctaw Boundary line less a strip 7.07 chains evenly off North end thereof

All of E1/2 of NE1/4 less and except a strip 2.01 chains evenly off West side, also less and except a strip 2.25 chains in width evenly off North end; Lot 9, lying West of Choctaw Boundary line; SE1/4 Section 27:

SIGNED FOR IDENTIFICATION: IP TIMBERLANDS OPERATING COMPANY, LTD. BY: 'IP FOREST RESOURCES COMPANY

# EXHIBIT "A" 800% 234 PAGE 676

#### MADISON COUNTY, MISSISSIPPI

#### Madison #1:

#### Township 10 North - Range 2 East

Lot 1, less five acres off West side described as: Section 1: Lot 1, less five acres off West side described as:
Commencing at the point where the County Bridge crosses
Big Black River into Madison County, which is about
one-half mile west by north.of the I.C.R.R. Station at
Way, Mississippi, and thence from said point down said
Big Black River on its left bank to where Doakes Creek
enters said River; thence up the north bank of said
Doakes Creek (and further East if necessary to make the
five acres) to a point so that from said point North to
the south side of Public Road to the point of beginning
will make five acres; AND Lots 6, 7, and 8.

Section 11: Lot One (1), containing 104.75 acres more or less; Lot Five (5); N1/2 of S1/2 of Lot Six (6); NE1/4 of SW1/4; NW1/4 of SE1/4

Lots'3 and 4, subject to the property and rights conveyed to the State Highway Commission by deeds recorded in Book 102 at pages 161, 165, 169, 173 and 177; Section 12: N1/2 of Lot 5; N1/2 of Lot 6 lying West of Parcel Number One as described in the deeds above referred to. Containing 199 acres, more or less.

#### Township 10 North - Range 3 East

West Half of Southwest Quarter (W1/2 of SW1/4); Section 6:

All that part of West Half of Northwest Quarter (W1/2 of NW1/4) which lies West of the railroad, less and except a strip 175 feet by 248.9 feet lying Southwest of and adjoining the depot site at Way, Mississippi, which strip was sold to the Chicago, St. Louis and New Orleans Railroad Company.

#### Township 11 North - Range 2 East

Section 36: All that part in Madison County.

#### Township 11 North - Range 3 East

All that part of El/2 of SW1/4 and all that part of SE1/4 of NW1/4 lying East of the Big Black River Section 30:

Section 31: That part of the NE1/4 of NW1/4 lying East of Big Black River; SW1/4 of SW1/4

> SIGNED FOR IDENTIFICATION: IP TIMBERLANDS OPERATING COMPANY, LTD. BY: IP FOREST RESOURCES COMPANY

#### Madison #2:

# Township 12 North - Range 3 East

- Section 22: All that part that lies east of Big Black River containing 129 acres, more or less; LESS AND EXCEPT that part that lies within the boundaries of the right-of-way of the present Mississippi Highway No. 51
- Section 23: All that part which lies South and West of the old Canton to Pickens Road, known as old Highway 51, and South and East of Horseshoe Lake, same being further described as: All of said Section 23, Township 12 North, Range 3 East, less that part of same lying North of old Canton to Pickens Road; N1/2 of NE1/4
- Section 24: N1/2
- Section 26: W1/2 of SW1/4.

  Section 27: E1/2 of SE1/4 less and except that part thereof as lies within the boundaries of the right-of-way of the present Mississippi Highway #51;

  NW1/4 of NE1/4;
  All that part of NW1/4 and all that part of W1/2 of SW1/4 that lies East of Big Black River.
- Section 28: All those parts of SE1/4 lying East of Big Black River as said river was located on February 14, 1946 and being the same property acquired by H.B. Partain by deed recorded in Deed Book 32 at page 448 in the office of the Chancery Clerk of Madison County, Mississippi.
- Section 33: That part of the NE1/4 lying East of Big Black River as said river was located on February 14, 1946 and being the same property acquired by H.B. Partain by deed recorded in Deed Book 32 at page 448 in the office of the Chancery Clerk of Madison County, Mississippi.

Together with a right of way and easement for the purposes of ingress and egress to and from the above described property to and from Highway 51 across the present existing road on the following described property, to-wit:

All of that part of the E1/2 of SE1/4 of NE1/4 of Section 34 and all of that part of the W1/2 of SW1/4 of NV1/4 of Section 35 lying West of Highway 51 in Township 12 North, Range 3 East.

Section 34: NW1/4 and SW1/4 of NE1/4 and W1/2 of SE1/4 of NE1/4.

SIGNED FOR IDENTIFICATION: IP TIMBERLANDS OPERATING COMPANY, LTD. BY: IP FOREST RESOURCES COMPANY

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YAZOO COUNTY, MISSISSIPPI

Yazoo #1:

Township 11 North - Range 3 East

Section 4:

All that part in Yazoo County.

Yazoo #2:

Township 11 North - Range 2 East

Section 25:

S1/2 less W1/2 of SW1/4 of SW1/4.

Section 36:

W1/2 of NE1/4 less and except 10 acres off West side thereof, and less and except 22 acres off South end thereof.

Township 11 North - Range 3 East

Section 18:

S1/2 less 120 acres off the West end thereof.

Section 19:

All that part of E1/2 in Yazoo County; S1/2 of SW1/4; also a 40 foot wide right-of-way and easement for ingress and egress over an existing private road across the southwest corner of NE1/4 of SW1/4.

Section 30:

All that part in Yazoo County.

Section 31:

All that part in Yazoo County.

Yazoo #3:

Township 10 North - Range 2 East

Section 1:

Lots 2, 3, 4, and 5, LESS AND EXCEPT that part thereof lying within the right-of-way of Interstate Highway No. 55.

Section 2:

Lots 1 and 2, LESS AND EXCEPT that part thereof lying within the right-of-way of Interstate Highway No. 55.

Township 11 North - Range 2 East

Section 36:

That part of S1/2 of SE1/4 of SE1/4 in Yazoo County

Yazoo #4:

Township 10 North - Range 2 East

Section 11: Lots 2 and 3.

SIGNED FOR IDENTIFICATION:
IP TIMBERLANDS OPERATING COMPANY, LTD.
BY: IP FOREST RESOURCES COMPANY

Yazoo #5:

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Township 10 North - Range 1 East

Section 24: Lots, 5, and 6.

Yazoo #6:

Township 10 North - Range 1 East

Section 34: Lot'four (4) or fractional NW1/4

Yazoo #7:

Township 9 North - Range 1 West

Section 1: Lots 2, 5 and 8 being all that part of said Section lying North of Big Black River.

Township 9 North - Range 1 East

Section 5: Any lands owned by Grantor in this Section lying North of Big Black River.

Township 10 North - Range 1 East

Section 28: SW1/4 of NE1/4, SE1/4 of NW1/4 and W1/2 of SW1/4.

Section 29: S1/2.

Section 30: E1/2 of SE1/4.

Section 31: Lots 1, 2, 3, 4, 5 and 6

Section 32: Lots 3, 4, 5 and 7 (or Wl/2) lying West of River.

All of E1/2 of Section lying North of Big Black River (or Lots 1, 2, 8 and 9)

Section 33: NE1/4 of NW1/4 or N1/2 of Lot .3 W1/2 of NW1/4 or Lot 4.

Township 10 North - Range 1 West

Section 36: That part of S1/2 lying North and West of Big Black River.

SIGNED FOR IDENTIFICATION: IP TIMBERLANDS OPERATING COMPANY, LTD. BY: IP FOREST RESOURCES COMPANY

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#### YAZOO COUNTY, MISSISSIPPI

#### Township 10 North - Range 2 East

- Section 10: Any lands owned by Grantor lying West of Big Black River.
- Section 12: Any lands owned by Grantor lying West of Big Black River.

#### Township 10 North - Range 1 East

Section 25: Any lands owned by Grantor in the section lying North of Big Black River.

STATE OF MISSISSIPPI, County of Madison:

BRISTIVE COUNTY

SIGNED FOR IDENTIFICATION:
IP TIMBERLANDS OPERATING COMPANY, LTD.
BY: IP FOREST RESOURCES COMPANY

BY: Julane TP

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# BOOK 234 PAGE 681

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#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, David H. Richardson and Alfred R. Ketchum, Grantors, do hereby convey and forever warrant unto Victor Richmond Hartzog, an undivided three-fourths (3/4) interest, and Alvin Wylie Hartzog, an undivided one-fourth (1/4) interest, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to wit:

A certain tract or parcel of land lying and being situated in the Southwest 1/4 of the Northwest 1/4 of Section 15, T7N-R1E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Southwest corner of said Section 15; thence North for a distance of 2950.1 feet to a point; thence East for a distance of 176.1 feet to an iron pin on the East right of way of the Jackson-Livingston Road; said pin being the point of beginning of the property herein described; thence the following bearings and distance along the said East right of way of the Jackson-Livingston Road; thence North 18°29! East for a distance of 3.0 feet to a point; thence/North 24°49' East for a distance of 95.1 feet; thence North 28°51' East for a distance of 117.1 feet; thence North 39°26' East for a distance of 104.1 feet; thence North 53°26' East for a distance of 107.4 feet; thence North 65°32' East for a distance of 107.4 feet; thence North 80°04' East for a distance of 34.3 feet to an iron pin; thence South for a distance of 393.2 feet to an iron pin; thence West for a distance of 405.4 feet to the aforesaid point of beginning, containing 2.5 acres more or less.

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

- 1. County of Madison ad valorem taxes for the year 1987, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: 11 1/2 mo.; Grantees: 1/2 mo.
- 2. Madison County Zoning and Subdivision  $\hat{R}$ egulations Ordinances, as amended.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

 $\,\,$  4. Rights-of-way and easements for roads, power lines and other utilities.

5. The Grantors do hereby reserve unto themselves a right of way and easement 20 feet in width for ingress and egress on, over and across a roadway which is presently in existance. The Grantors do agree to have said roadway surveyed within sixty (60) days of date and the parties to this transaction agree to execute and record an easement specifically describing the easement.

December, 1987.

David H. Richardson

Alfred R. Ketchum

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named David H. Richardson and Alfred R. Ketchum, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16th day of December 1987.

MY SCHMISSION EXPIRES:

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David W. Richardson P. O. Box 223 Ridgeland, MS 39158

Phone: 856-2698

Alfred R. Ketchum P. O. Box 152 Ridgeland, MS 39157

Phone: 856-8708

Alvin Wylie Hartzog Box 394, 311 Hwy, 51 S. Ridgeland, MS 39158

**GRANTEES:** 

Phone: 856-4164-6247

Victor Richmond Hartzog 420 Wolcott Circle Ridgeland, MS 39158

Phone: 856-6247 4164

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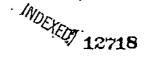
STATE OF MISSISSIPPI, Coun	ty of Madison:
H. Billy-V-Coopen Clerk	of the Chancery Court of Said County, certify that the within instrument was filed
for record in my affice the	U. day of LUCLIMUM. 19. 8. at 2.34 clock. P. M., and
was duly recorded on the	of the Chancery Court of Said County, certify that the within instrument was filed U. day of
my office.	of office, this the
	BILLY V. COOPER. Clerk
COUNTY, MISSING	By M. Winglet D.C.
Section 1111	DA

STATE OF MISSISSIPPI COUNTY OF MADISON

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... BOOK 234 PAGE 653



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### QUITCLAIM DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 (10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, L. J. BANE and wife, GRACE B. BANE, do hereby sell, convey and quitclaim unto GRACE B. BANE, all of our right, title and interest in the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at the intersection of the South line of West Street, in Block E of Maris Town Addition, with the East line of Pecan Drive, run thence Southerly along East line of Pecan Drive 70.5 feet, thence Easterly 134.5 feet, more or less, to a point on the West line of the H. O. Fortenberry lot (Book 60, Page 187), which point is 82.0 feet from the South line of West Street, thence, Northwesterly, along the West line of said Fortenberry Lot, 82.0 feet to South line of West Street, thence West along West Street, 137 feet, more or less, to point of beginning.

EXECUTED this the 16th day of December, 1987.

L. J. BANE, GRANTOR

GRACE B. BANE, GRANTOR

Grantors' Address:

120 Bane Street

Canton, Ms 39046

Tel. No.: (601) 847-2557

Grantee's Address:

120 Bane Street

Canton, Ms 39046

Tel. No. (601) 847-2557

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named L. J. BANE and GRACE B. BANE, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein

mentioned.

GIVEN UNDER MY HAND and official seal, this the

16th day of December, 1987.

NOTARY PUBLIC

vicommission expires:

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BOOK 234 FAGE 685

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Vonnie P. Bushmiaer, 2207 Belvedere Drive, Jackson, Mississippi 39204, does hereby sell, convey and warrant unto Helen Rebecca Corkern, 360 Kiowa, Madison, Mississippi 39110, the following described land and property lying and being situated in the City of Madison, Madison County, State of Mississippi, to-wit:

Commence at the Southwest corner of Section 15, T7N-R2E, City of Madison, Madison County, Mississippi and run thence East a distance of 1,612.71 feet; thence North a distance of 32.74 feet; thence North 02 degrees 14 minutes 08 seconds West a distance of 250.00 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 87 degrees 45 minutes 52 seconds West a distance of 208.71 feet; thence North 02 degrees 14 minutes 08 seconds West a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet; thence North 87 degrees 45 minutes 52 seconds East a distance of 208.71 feet to the Point of Beginning, containing 43,560 square feet (1.00 Acres, more or less) and being situated in the SE 1/4 of the SW 1/4 of Section 15, T7N-R2E, Madison County, Mississippi.

that the property described Grantor warrants herein constitutes no part of her homestead.

Excepted from the warranty herein conveyed are the zoning ordinances of the City of Madison, Mississippi, and County of Madison, Mississippi. Also excepted herein are any and all prior reservations and exceptions of record.

WITNESS MY SIGNATURE on this the 16 day of December, 1987.

> Vonnie P. Bushmian Vonnie P. Bushmiaer

STATE OF MISSISSAPPI COUNTY OF Final

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Vonnie P: Bushmiaer, who acknowledged to me that she signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, as her own voluntary acknowledged.

on this the /62 day of December, 1987.

rey W Hay DE

My Commission Expires:

Ely Commission Explica Dic. 10, 1057

COX & DUNN, LTD. P. O. Box 1046 Jackson, MS 39215-1046 (601)354-3783

Vonnie Hou Bushmiaer - 923 2015. Hellen R Conkern: 856 7044

BILLY V. COOPER, Clerk

By M. Whigh

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79207002WB 10-9-87 ds Trustees of Center Terrace Baptist Church 002-0-01-W

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#### WARRANTY DEED

BOOK 234 PAGE 687

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THE STATE OF MISSISSIPPI

County of Madison

For and in consideration of \_\_\_\_\_Fifty and no/100-\_\_\_\_

\_\_/100 Dollars (\$50.00

the receipt of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell; convey and warrant unto the State Highway Commission of Mississippi, a body corporate by statute, on State Project No. 79-0024-02-007-10, the following described land:

Begin at the Southwest corner of grantors property from said point of beginning run thence North 00° 39¹ East along the West line of grantors property and along the East right-of-way line of Monroe Street, a distance of 19.1 feet; thence run South 65° 27¹ East, a distance of 17.2 feet to a point that is 33.9 feet Northwesterly of and measured radially to the centerline of State project No. 79-0024-02-007-10 at Station 50 + 40; thence run North 79° 29¹ East, a distance of 41.6 feet to a point that is 33.7 feet Northwesterly of and measured radially to the centerline of said project at Station 50 + 83.3; thence run North 78° 58¹ East, a distance of 59.9 feet to a point that is 31.31 feet Northwesterly of and perpendicular to the centerline of said project at Station 51 + 43.84; thence run North 76° 34¹ East, a distance of 46.2 feet to a point that is 31.25 feet Northwesterly of and perpendicular to the centerline of said project at Station 51 + 90; thence run South 13° 30¹ East, a distance of 6.3 feet to the present Northwesterly right-of-way line of Mississippi Highway No. 16, thence run South 76° 30¹ West along said present Northerly right-of-way line, a distance of 88.1 feet; thence run Southwesterly along said present Northwesterly right-of-way line, a distance of 1.6 feet; thence run Southwesterly along said present Northwesterly right-of-way line, a distance of 77.3 feet to the point of beginning, containing 1344.45 square feet or 0.031 acres, more or less, and being situated in and a part of Lots 12, 13, 14 and 15 of Block "B" of Winterhaven Subdivision in the Northwest 1/4 of Section 20, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi.

I/We the grantor/grantors herein have been fully advised and

I/We the grantor/grantors herein have been fully advised and acknowledge that I/we are entitled to a monetary payment of the fair market value of the property herein described, and that we are entitled to an appraisal of fair market value, and we hereby waive our rights to the appraisal of fair market value or just compensation payment and with full knoledge donate said land to the State Highway Commission of Mississippi or the purposes as stated.

Trustees of Center Terrace :-Baptist Church 002-0-01-W Page 2

BOOK 234res 683

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

.... It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures the 1st Day of November, A.D.,

1987

Cally Mingor

Educad House

Grantee Address:

Mississippi State Highway Department

Center Terrace Baptist Church

Mississippi State Highway Department P. O. Box 1850 ...

Jackson, Mississippi 39215-1850 Phone Number: (601) 359-1919

P. O. Box 78
Canton, Mississippi 39046
Phone Number: (601) 859-4186

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STA	ATE OF MISSISSIPPI	and the second second second second
Cou	inty of MADISON	
*	This day personally appeared before me the undersi	gned authority;
in	and for the above named jurisdiction, the above name	neđ
	CODY M. CANOY - xxxxxxxixxx AND CALVIN MOR	,
who	acknowledged that he signed and delivered th	
	the day and wear therein mentioned.	**
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cma	ATE OF MISSISSIPPI	·
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Con	inty of MADISON :	anod nutbority
_	This day personally appeared before me the undersi	
	and for the above named jurisdiction, the above named	
	RRY, W. H. RHODES and and and AMES LYNCH	
	acknowledged that they signed and delivered th	e foregoing deed
on	the day and wear, therein mentioned.	
-	Given finder my hand and official seal this the 1s	t_day of
	November 12 A. D. 19 87	
	TO NOW	7 7.00
Z		Q. Pugge
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	E OF MISSISSIPPI, County of Madison:	also safalin imanusansa sasa Filad
	Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that ord in my office this	7.00'clock ?
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	itness my hand and seal of office, this the of DEC 17. 1987	,19
	. BILLY V. COO	PER, Clerk
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# BOOK 234 PAGE 690-

-WARRANTY DEED-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/160 DOLLARS

(\$10.60), cash in hand paid and other good, legal and valuable

considerations, the receipt of all of which is hereby acknowledged, the

undersigned, Oakdale Homes, Inc. of 395 Fannin Landing Circle

Brandon, Ms. 39042 does hereby sell, convey and warrant unto

Gary Liebl and wife, Janet Gordon Liebl of 206 Vail Cove, Madison, MS

39110, as joint tenants with full rights of survivorship, and not as

tenants in common, the land and property which is situated in the County of

Madison, State of Mississippi, described as follows, to-wit:

Lot 5, Summit Village, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C, at Slide 5, reference to which is hereby made.

THIS CONVEXANCE 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 hasis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to the Grantees or their assigns any amount which is a deficit on an actual proration and likewise, the Grantees agree to pay to the Grantors any amount overpaid by them.

WITNESS THE SIGNATURES of the Grantors, this the 11th day of December,

By: J. Heley, Dale Holley, President

STATE OF MISSISSIPPI COUNTY OF HINDS

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

GIVEN UNDER MY HAND and official seal of office, on this the 11th day

Complete, 1987.

Novary Public, John D. Ainsworth

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

DO

# 800K 234 FAGE 692

#### SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on March 29, 1984, JOHN A. WARD and wife,
BRENDA P. WARD executed a Deed of Trust to DAVID T. SKINNER,
Trustee for the use and benefit of LUMBERMEN'S INVESTMENT
CORPORATION which Deed of Trust is on file and of record in the office of the Chancery Clerk of Madison County, Canton,
Mississippi, in Deed of Trust Record Book 531 at Page 04 thereof;
and

WHEREAS, said Deed of Trust was assigned to AMERICAN SAVINGS AND LOAN ASSOCIATION by instrument dated May 22, 1984 and recorded in the office of the aforesaid Chancery Clerk in Book 546 at Page 321 thereof; and

WHEREAS, on September 22, 1987, AMERICAN SAVINGS AND LOAN ASSOCIATION, in accordance with the terms of said Deed of Trust, substituted LEM ADAMS, III, TRUSTEE in the place and stead of the original Trustee named in said Deed of Trust by Substitution of Trustee which is on file and of record in the office of the aforesaid Chancery Clerk in Book 633 at Page 603 thereof, the said Lem Adams, III, being granted all the rights, powers and privileges of the said original Trustee named in said Deed of Trust; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire indebtedness secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, AMERICAN SAVINGS AND LOAN ASSOCIATION, the legal holder of said indebtedness, having requested the undersigned Substitute Trustee to execute the trust and sell said land and property described in said Deed of Trust 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 Substitute Trustee in accordance with the terms of said Deed of Trust and the laws of the State of Mississippi did advertise said sale in The Madison County Herald, a newspaper published in the County of Madison, City of Canton, Mississippi on the following dates, to-wit:

November 19, 26, December 3, 10, 1987, which is more fully shown by the original Proof of Publication which is attached hereto as Exhibit "A" and made a part hereof as though fully copied herein in words and figures; and by posting on the 18th day of November, 1987, a copy of the Substitute Trustee's Notice of Sale on the bulletin board of the County Courthouse of Madison County, Canton, Mississippi; and

WHEREAS, on the 11th day of December, 1987, at the south front door of the Hadison County Courthouse at Canton, Mississippi, between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., the undersigned Substitute Trustee did offer for sale at public outcry and did sell to the highest and best bidder

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

Lot 1, Block 5, Allen Addition to the Town of Flora, Madison County, Mississippi, when described with reference to map or plat of said Town prepared by H.R. Covington, now on file in the Chancery Clerk's office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description; and intending to describe and convey that real estate conveyed to Vera K. Matrick by C.W. Floyd and Dona' Floyd as shown by deed recorded in Land Record Book 43 at Page 94 thereof in the Chancery Clerk's office for Madison County, Mississippi.

WHEREAS, the undersigned Substitute Trustee offered the above-described property for sale at public outcry as set forth. above, and there appeared at said sale an agent for AMERICAN SAVINGS AND LOAN ASSOCIATION bidding the sum of Twenty Six Thousand Dollars (\$26,000.00) for all of the above-described property, and said property was struck off to AMERICAN SAVINGS AND LOAN ASSOCIATION for said amount, and said bidder was declared the purchaser thereof.

NOW THEREFORE, in consideration of the premises and the sum of Twenty Six Thousand Dollars (\$26,000.00), cash in hand paid, the receipt of which is hereby acknowledged, LEM ADAMS, III, SUBSTITUTE TRUSTEE, does hereby sell and convey to AMERICAN SAVINGS AND LOAN ASSOCIATION all of the above-described property, conveying only such title as is vested in him as Substitute Trustee.

WITNESS MY SIGNATURE on this the day

December, 1987. Shantor: Sin Adams, III

Charter Jevings than assert 1.0. Box 780
Stockton CA. TEM 3009-943-3062 SUBS

LEM ADAMS, III SUBSTITUTE TRUSTEE

STATE OF MISSISSIPPI COUNTY OF RANKIN

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named LEM ADAMS, III, SUBSTITUTE TRUSTEE in the above and foregoing instrument of writing, who acknowledged to me that he, as said Substitute Trustee, signed and delivered the above and foregoing instrument of writing on the day and in the year and for the purposes therein mentioned.

GIVEN UNDER my hand and official seal of office on the day of December, 1987.

NOTARY BUBLIC

My Commission Expires:

# BOOK 234 PAGE 694

#### STATE OF MISSISSIPPI COUNTY OF MADISON

and something of the state of the state of

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 Tode of 1942, and that the publication of notice of which the apparent is a convey in the matter of the annexed is a copy, in the matter of Auch trafies Thetie has been in said paper day of day of Notar olsska Experp Hay 27, 1991 PROOF OF PUBLICATION STATE OF MISSISSIPPI, County of Madison: office.
Witness my hand and seal of office, this the .......of ......DEC.17.1987......19.... BILLY V. COOPER, Clerk By M. Wright D.C. и. нісвее *#96160* T&N.LOAN NO. 0523258

10.3

17.

SALE OF PROPERTY

BE IT KNOWN AND REMEMBERED, that before me, the undersigned Notary Public Hinds of Hinds, and in the presence of the undersigned competed postero , State of in and for the County of MISSISSIPPI witnesses, personally came and appeared: . of the full age of majority, who W. Paul Long for and on declared that he is Trust Officer

behalf Deposit Guaranty National Bank, Trustee corporation organized and existing under the laws of Mississippi and that he appears and acts herein for and on behalf of said corporation, having been so appointed on the 21st. \_\_ day of <u>September</u> under and by virtue of a resolution duly adopted by the Board of Directors . of said corporation on the 21st. day of September \_\_, 19<u>87</u>, acting · in his aforesaid capacity, declared that,

for the consideration herein expressed, it has sold, conveyed and delivered, and by these presents does grant, sell, bargain, transfer, assign, convey, set over, and deliver without warranty of title but complete transfer and subrogation of all rights and actions in warranty against all former proprietors of the property herein conveyed unto: VEREX. PROPERTIES INC. P.O. BOX 7066 MADISON, WI 53707

vendee's successor and assigns, the following property, together with all rights, improvements and appurtenances thereunto belonging, situated in " , State of <u>Mississippi</u> County of Madison

Lot Fifty-Four (54), BEAVER CREEK SUBDIVISION, PART TWO (2), 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 Slide B-61 thereof, reference to which is here made in aid of and as a part of this description. this description.

GRANTOR: P. O. Box 1200 Jackson, MS 39 601-354-8211 39205

GRANTEE:

1-800-356-9136

TO HAVE AND TO HOLD the said above described property unto the said vendee, vendee's successors and assigns forever.

The parties to this act agree to dispense with the production of the "Certificate of Mortgage required by Article 3364 of the Civil Code of this . State, and tax receipts showing all taxes to have been paid, and exonerate me, Notary Public, from any and all liability in the premises.

WITNESSES:

Deposit Guaranty National Bank

Deposit Guaranty National Bank, Trustee

Susan R. Tsimortos, Asst. Trust Officer

Public, on this fith day of October , 19 87

W. Paul Long, Trust Office

Mrs Mary Olyce Coulty

My Commission expires:

Oct: 9. 1989

su net Bay jour certificate. n. Wright DC. State of Mississippi

County of Hinds

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Personally appeared before	e me, the undersigned authority in
and for said County and State, the with	hin named W. Paul Long
<i>a</i> •	knowledged that asTrust Officer -
and Assistant	· · · · · · · · · · · · · · · · · · ·
and by authority of Deposit Guaranty No Housing Finance Corporation, they signs above and foregoing instrument on the the act and deed of said corporation,	day and year therein mentioned, as
by said corporation so to do. " ' '	The service of the se
Given under my hand and se	eal of office on this the - 6th.
day of October , 19 87 .	eal of office on this the 6th.
• •	99
a comment of the second	
•	Mrs Thary Blue, Contline
•	Notary Public
The second secon	
MY COMMISSION EXPIRES:	
Oct. 9. 1989	
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STATE OF MISSISSIPPI, County of Madison:	the same of the same of the
for record in my office at 17	aid County, certify that the within instrument was filed
1117 011100.	987, 19, Book No. 2.3 Yen Page 6.5. Sin DEC 17 1987
Witness my hand and seal of office, this the of .	BILLY V. COOPER, Clerk

GRANTOR: P. O. Box 7066

Madison, WI 800-356-9136

234 PAGE 698

GRANTEE: 104 Beaver Brook Court Ridgeland, MS 601-956-9554 39157

#### **WARRANTY DEED**

ĨÑDEXED"

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 acknowleged, the undersigned, VEREX PROPERTIES, INC., does hereby sell, convey and warrant unto MARTHA LOUISE STEELE, a single person, the following described land and property lying and being situated in Madison lacksquareCounty, State of Mississippi, and being more particularly described as follows, to-wit:

Lot Fifty-Four (54), BEAVER CREEK SUBDIVISION, PART TWO (2), a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at Page 61, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

	THE STANFORE OF SHEET	To day or becember the state of
11	Lo war	VEREX PROPERTIES, INC.
	- 1	
* . '		BY: Vice President Harold 1 Lessner
	ISCONSIN DANE	

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named <a href="Harold J. Lessner">Harold J. Lessner</a> who acknowleged to me that he is <a href="Vice President">Vice President</a> of the within named VEREX PROPERTIES, INC., and that for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, as its own act and deed, after having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the <a href="10">10</a> day of <a href="10">1987</a>.

1987. December

My Commission Expires:

WITNESS ITS SIGNATURE This the

k	
TATE OF MISSISSIPPI, County of Madison:	المعارض المستران المس
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the county of the Chancery Court of Said County, certify that the county of the chancery Court of Said County, certify that the county of the chancery Court of Said County, certify that the county of the chancery Court of Said County, certify that the chancery Court of Said County, certify the chancery Court of Said County, certified the county of Said County, certified the chancery Court of Said County, certified the county of Said County of Said County, certified the county of Said County of Said County, certified the county of Said County of	hand a table of the second
Monature and the second to the	is within instrument was

was duly recorded on the . . . . . day of . ...., 19....., Book No. 23 on Page . 6.98 in my office, DEC 17 1987 Witness my hand and seal of office, this the . . . . . .

9-3-89