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CERTIFICATE OF COMPARISON STATE OF MISSISSIPPI COUNTY OF RAWEIN

ME, IRL DEAN RHAODES, CHANCERY CLERK CERTIFY THAT WE HAVE COMPARED FILLS FESTATES, PART 1, WITH THE CALGINAL TH COPY OF SAID MAP OR PLAT.

witness our signatures, this 99

347 ILLE 586

STATE OF MISSISSIPPI COUNTY OF RANKTN

GENERAL WARRANTY DEED

For and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in compliance with that certain contract of sale and purchase of land entered into by the Grantors herein with the Grantee, P. W. BOZEMAN, dated November 23, 1976, we, the undersigned being all of the heirs of Maude Ratliff Smith, deceased, have conveyed and warranted, and by these presents do hereby convey and warrant unto P. W. BOZEMAN, and W. O. SESSUMS, that certain plot or parcel of land situate in Rankin County, Mississippi, and more particularly described as follows, to-wit:

> All of Section Seven (7) less the South Half of the Southeast Quarter (S 1/2 SE 1/4) and less that part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) East of the road and that part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) East of the road situate in Township Eight (8), Range Pive (5) East, Rankin County, Mississippi.

The lands herein conveyed are subject to advalorem taxes for the year 1976, which are to be paid by the Grantors, and for the year 1977, which are to be assumed by the Grantees herein, all of which taxes are specifically excepted from the above and foregoing warranty. There is also specifically excepted from the above and foregoing warranty any and all mineral interest or royalty interest which may have been conveyed by our predecessors in title, the undersigned conveying to the Grantees herein any and all mineral interest they own.

This instrument is executed in numerous counterparts and the original and each of the said counterparts shall be . given the same force and effect as if all of the Grantors had signed the original hereof.

Witness our signatures, this the 28th day of January,

1977.

KATHERINE F. STUBBLEFIELD

WISCGUSING STATE OF TENNESSEE

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COUNTY OF LA CRUSSE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named MARY E. FONTAINE, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year and for the purposes therein mentioned as her own

free and voluntary act and deed. Witness my hand and official seal, this the 10th My commission expires ___ STATE OF WISCONSIN COUNTY OF LA CROSSE Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named KATHERINE F. STUBBLEFIELD, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year and for the purposes therein mentioned as her own free and voluntary act and deed. Witness my hand and official seal, this the lot , 1977. My commission expires

RANKIN COUNTY, MISS. IRL DEAN RHOD THIS INSTRUMENT WAS FILED FOR RECORD BY

WARRANTY DEED WITH RESTRICTIVE COVENANTS

FOR AND IN CONSIDERATION of the Sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations hereby acknowledged, We, Charles P. Wilson and Linda Fay Wilson, hereafter referred to as seller, do hereby sell, convey and warrant, subject to the conditions, exceptions and reservations hereinafter set forth, unto Evan Johnson and wife, Mildred E. Johnson, the following described lands lying and being located in Rankin County, Mississippi, to-wit:

Lot 3, EASTHAVEN ESTATES, PART I, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi, in Plat Book 7, Slot 283 at Page 18, thereof, reference to which is hereby made.

This conveyance is subject to all prior reservations of oil, gas and other minerals, and grantor hereby reserves unto himself any remaining oil, gas, and other minerals presently owned by grantor.

This conveyance is subject to prior easements and right of ways including easements and right of ways shown on the above recorded plat, and grantor hereby reserves a perpetual seven and one half (7½) foot utility easement on every and all sides of said lot extending from the property lines of said lot for a distance of seven and one half (7½) feet into the property hereby being conveyed. Further, grantor hereby reserves a perpetual fifteen (15) foot easement centered on any presently installed electric line, sewer line, water line, telephone line, gas line, or any other utility line, presently in place on said lot, even if such utility line does not follow an easement or right of way line presently recorded or platted.

All easements previously reserved or hereby reserved shall be with the right to erect, construct, install, and lay

BOOK 507 FAGE 163

and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, electricity lines, telephone lines, gas lines, sewer lines, or other utility lines.

As part of the consideration for the conveyance of this Lot buyer is to assume the responsibility of locating the sewer service to said Lot 3, and to take precautions that the sewer lines elevation corresponds to the house's sewer elevation properly.

As part of the consideration for sale of lot, Buyer agrees that any home eventually built on said lot shall have its front facing in a generally East direction, with the front of said home parallelling Longwood Drive.

Further, the fromt of said home generally parallel the front of said home that sets on Lot 4 adjoining said Lot 3

The minimum size of any home allowed to be built on this lot is 2,500 square feet of heated area.

As part of the consideration for the sale of this lot, and the price for said lot, it is understood that no home shall be built on said Lot 3 for a period of twenty (20) years unless the present buyer or his heirs and/or assigns shall pay to the sellers an additional nine thousand five hundred dollars (\$9,500) plus an additional five hundred dollars (\$500) for each year from the date of this deed that said lot is owned up to and including the twentieth year. This is to say, should buyer, his heirs or assigns, decide to build on lot in the first year after the recording of this Warranty Deed that said buyer will owe seller an additional Ninety Five Hundred (\$9,500) plus Five Hundred Dollars (\$500) or Ten Thousand Dollars (\$10,000) total before any construction can begin on said lot.

Each following year after this Warranty Deed is recorded there will be added an additional Five Hundred (\$500) Dollars madded to the original Ninety Five Hundred (\$9,500) Dollars that must be paid if the buyer, his heirs or assigns, should wish to build on said lot.

Further, this deed, together with all writings referred to herein, contains the entire agreement and understanding between the parties concerning the property herein and the entire subdivision referred to herein. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, expressed or implied, not contained in this deed or the writings heretofore referred to. All prior understandings, terms, or conditions are deemed merged in this deed. This deed cannot be changed or supplemented orally.

WITNESS our signature this the 24 day of July, 1978.

760 B (1.1. 19

Charles P. Wilson

LINDA FAY WILSON

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, Charles P. Wilson and Linda Fay Wilson, who acknowledged that he signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned.

ADDENDUM

Under the terms of that Warranty Deed dated July 24, 1978, if Evan Johnson and wife, Mildred E. Johnson desire to sell or assign Lot 3, Easthaven Estates, Part I, for the purpose of building on said Lot 3, after the first five (5) years of their ownership of said Lot 3, then and in that case if market conditions are such that full price that must be paid to Charles P. Wilson and Linda Fay Wilson the following exceptions to that Warranty Deed dated July 24, 1978, are allowed:

First, in no case, shall the amount to be paid to Charles P. Wilson and Linda Fay Wilson be less than an additional Twelve Thousand Dollars (\$12,000.00) to be paid above that Nine Thousand Five Hundred Dollars (\$9,500.00) original payment as secured by the Promissory Note and Deed of Trust, dated July 24, 1978, but that if Evan Johnson and Mildred E. Johnson feel that whatever additional value assigned to Lot 3 according to the formula spelled out in that Warranty Deed dated July 24, 1978, is above the normal market value in said lot, then and in that case the amount of compensation to Charles P. Wilson and Linda Fay Wilson may be determined by the highest of two independent appraisals of said Lot 3 at that time, so long as said price as not less than an additional Twelve Thousand Dollars (\$12,000.00). The appraisal must be made by two independent appraisers acceptable to Charles P. Wilson and Linda Fay Wilson.

Dated this the 2" day of Trie, 1978.

CHARLES P. WITSON

CHARLES P. WILSON

LUNDA FAY WILSON

RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD
BY

66 5 - | S | M & 208
IN B 507 P 68
IRL DEAN RHODES, CHY. CLK.
BY D.C.

WARRANTY DEED BOOK 341 PAGE 505 FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, We, CHARLES P. WILSON and wife, LINDA F. WILSON, do hereby convey and warrant unto EVAN JOHNSON and wife, MILDRED E. JOHNSON, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Rankin, State of Mississippi, more particularly described as follows, to-wit: Lot 4, Easthaven Estates, Part I, a sub-division in Rankin County, Mississippi, according to a plat thereof on file in the office of the Chancery Clerk of Rankin County, in Plat Book 7 at Page 18, Brandon, Mississippi. This conveyance is subject to the Restrictive Covenants attached hereto as Exhibit "A" and is made a part of this deed. This conveyance is subject to all prior reservations of oil, gas and other minerals. WITNESS our signatures this the 27 day of October, 1976. CHARLES P. WILSON

Lyndy 9: Wilson

Linda F. WILSON STATE OF MISSISSIPPI

PERSONALLY appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Charles P. Wilson, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office this the 27¹² day of October, 1976.

COUNTY OF Kouke

My commission expires:

STATE OF MISSISSIPPI COUNTY OF RAMKIN

BOOK 341 PAGE 506

PERSONALLY appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Linda F. Wilson, who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office this the 27 day of October, 1976.

MOTARY PUBLIC GER

My commission expires:

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RESTRICTIVE COVENANTS

BOOK 341 PAGE 507

WHEREAS, Charles P. Wilson and Linda F. Wilson are the owners of a certain tract of land situated in the Town of Brandon, Rankin County, Mississippi, which has been subdivided into "Easthaven Estates, Part I", a plat of which said subdivision being of record in the office of the Chancery Clerk of Rankin County, Mississippi; and

WHEREAS, the said owners desire to impose certain protective covenants upon lot 4 in the subdivision.

NOW, THEREFORE, in consideration of the advantages to accrue through such protective covenants, and for other good and valuable considerations, not here necessary to recite, Charles P. Wilson and Linda F. Wilson, hereby covenant and agree with the future owner or owners of lot 4 in said subdivision, that from this date until August 8, 2010, the following restrictive and protective covenants shall apply to said lot 4.

- 1. Lot 4 shall be known and designated as a residential lot and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height, garages and servants' quarters included.
- 2. No building shall be located on lot 4
 nearer than 75 feet from the front lot line, except on
 corner lots where no building shall be located nearer than
 60 feet from both streets forming such corner, and including
 porches, entrances and terraces. No building shall be
 erected nearer than 20 feet to the side lot line.
- 3. No noxious or offensive trade or activity shall be carried on upon lot 4, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 4. No trailer, outside cellar, tent, shack, barn or other outbuildings shall be erected on this lot at any time.
- 5. No dwelling shall be permitted on this lot at a cost of less than \$36,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are which can be produced on the date these covenants are which can be produced on the date these covenants are which the minimum cost stated herein for the minimum permitted dwelling size. No dwelling constructed on this lot shall contain less than 1,800 square feet insofar as one story dwellings are concerned and 1,200 feet for each level insofar as two-story houses are concerned, exclusive of porches and breezeways, and no dwelling shall be constructed or erected on this lot other than one single family dwelling and that no part of this lot may be sold for the purpose of building another residence on the lot for the purpose of building another residence on the total and no building shall occupy more than 20% of the total area of the residental plot on which the same is located.

BOOK 341 PAGE 508

6. If the undersigned or their successors in title, or their heirs and /or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property situated in said "Easthaven Subdivision, the real property situated in said "Easthaven Subdivision, Part I", to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants.

- 7. The Grantors reserve unto themselves heirs and /or assigns a right-of-way and easement across the subject property crossing and running through any area the Grantors deem necessary, less and except any area including and within ten (10) feet of the permanent residence on subject property and for the purpose of installing and maintaining sewer, water and other public utilities, should the Grantors choose to install such utilities.
- 8. There will be no shooting of fire arms on said property or in said subdivision.
- 9. There will be no permanent clothes-lines--erected on subject property.
- 10. Sewer disposal for the residence shall be installed in a manner acceptable to the Health Department and there will in no way be any contamination by the sewer disposal, of the lake in said subdivision.
- 11. The Grantors reserve unto themselves, heirs and /or assigns the right to restrict the use of the lake in said subdivision. The Grantors reserve the right to change said restrictions at any time, but do agree that no noxious or offensive trade or activity shall be carried on upon said lake and that nothing shall be done thereon that shall become a nusiance to lots in said subdivision.
- 12. No hunting, trapping, capturing or killing of any of the wild or domesticated birds or animals in said subdivision shall be permitted.
- 13. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 14. All easements shown on the recorded plat of the subdivision are hereby reserved unto Charles P. Wilson and Linda F. Wilson.
- 15. No recreational vehicles shall be parked or housed on this lot at any time.

WITNESS our signatures this 27 day of October,

CHARLES P. WILSON

Kinden & Wilen

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STATE OF MISSISSIPP COUNTY OF Roulin

BOOK 341 PAGE 509

PERSONALLY appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Charles P. Wilson, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office this the 27 day of October, 1976.

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Linda F. Wilson, who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office this the 27th day of October, 1976.

sion expires:

RANKIN COUNTY, MISS. THIS INSTRUMENT WAS FILED FOR RECORD