



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## VX971169

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By

President

Attest

Secretary

***Matthew R. Dowd***

Authorized Officer or Agent

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Old Republic National Title Insurance Company  
1022 Highland Colony Parkway, Suite 200  
Ridgeland, MS 39157**

VX971169

Issued by: **Wilbanks, Dowd & Watson, PLLC**, Agent #: **M23407**

Address: 108 West Leake Street, Clinton, MS 39056

File Number: **Hodges Property (442-110, 443-53, 443-54, 443-55, 443-56, 451-18)**

Commitment No: **VX971169**

**SCHEDULE A**

1. Commitment Date: **3/15/2024 at 12:00 AM**

2. Policy or Policies to be issued:

a. Loan Policy: **N/A** Amount: **N/A**

Proposed Insured: **N/A**

b. Owner's Policy: **Owner's Policy 2021** Amount: **\$0.00**

Proposed Insured: **To Be Determined**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

**As to Parcel 442-110 - McDowell Homes, Inc.; As to Parcel 451-18, 443-53, 443-54, 443-55 - First Investment Company; As to Parcel No. 443-56 - Bailey - Madison, LLC**

5. Purchaser: **To Be Determined**

6. The Land referred to in this Commitment is situated in Hinds, First Judicial District County, State of MS and is described as follows:

**See Exhibit "A" attached hereto and made a part hereof.**

**SCHEDULE B - SECTION I**

**Requirements**

All of the following Requirements must be met:

**Item 1.** The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the land. The Company may then make additional Requirements or Exceptions.

**Item 2.** Pay the agreed amount for the estate or interest to be insured.

**Item 3.** Pay the premiums, fees, and charges for the Policy to the Company.

**Item 4.** Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.

**Item 5.** Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the property. Examine parties carefully, and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens.

**Item 6.** Payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable.

**Item 7.** Secure and return executed Notice to Borrower's Regarding Owner's Insurance.

**Item 8.** Proper satisfaction, cancellation or release of the Land from security instrument executed by First Investment Company to Holders of First Investment Company Class A & Class B Notes, recorded in Book 7172 at Page 2881 .

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**Item 9.** Payment of the following past due taxes:

Parcel No. 442-10, 2023 County Taxes are past due and delinquent in the amount of \$100.98 plus interest.

Parcel No. 443-53, 2023 County Taxes are past due and delinquent in the amount of \$937.71 plus interest.

Parcel No. 443-54, 2023 County Taxes are past due and delinquent in the amount of \$937.71 plus interest.

Parcel No. 443-55, 2023 County Taxes are past due and delinquent in the amount of \$577.05 plus interest.

Parcel No. 443-56, 2023 County Taxes are past due and delinquent in the amount of \$1,269.52 plus interest.

Parcel No. 451-18, 2023 County Taxes are past due and delinquent in the amount of \$10.48 plus interest.

**Item 10.** Redemption of the following tax sales:

Parcel No. 443-53, County Tax Sale dated 8-28-23, No. 4885, 2022 Taxes, Amount to Redeem - \$1,201.91 by 3-28-24.

Parcel No. 443-54, County Tax Sale dated 8-28-23, No. 4886, 2022 Taxes, Amount to Redeem - \$1,201.91 by 3-28-24.

Parcel No. 443-55, County Tax Sale dated 8-28-23, No. 1428, 2022 Taxes, Amount to Redeem - \$732.53 by 3-28-24.

Parcel No. 443-56, County Tax Sale dated 8-28-23, No. 4887, 2022 Taxes, Amount to Redeem - \$1,615.40 by 3-28-24.

**Item 11.** Resolution or correction of the potential cloud on title involving the subject property, which was conveyed by Dorothy Henderson Watkins by Warranty Deed dated September 30, 1991, and recorded on October 3, 1991 in Book 3884 at Page 590 into the current chain of title, however, was subsequently conveyed by Dorothy Henderson Vandevender Watkins by Quitclaim Deed dated July 10, 1997, and recorded on July 11, 1997, in Book 4810 at Page 404 to The Dorothy Vandevender Watkins Trust and also contained in the Certificate of Trust recorded in Book 7130 at Page 7705, which represents a potential cloud on title. [As to Parcel No. 443-55]

## SCHEDULE B - SECTION II

### Exceptions

Some historical land records contain Discriminatory Covenants that are Illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provision of the document will be excepted from coverage.

The Owner's Policy 2021 will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**Item 1.** Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

**Item 2.** Those taxes and special assessments, which become due and payable subsequent to Date of Policy.

**Item 3.** Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.

**Item 4.** Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**Item 5.** Any encroachment, encumbrance, violation, variation or adverse circumstance, including boundary line disputes, affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

**Item 6.** Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the Public Records.

**Item 7.** Rights or claims of parties in possession not shown by Public Records.

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**VX971169**

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- Item 8.** Any mortgage, deed of trust, lease or lien created or assumed by the insured.
- Item 9.** The restrictive covenants contained in instrument filed for record in Book 763, Page 227 as amended in Book 3052 at Page 23, Book 3026 at Page 668 and Book 3026 at Page 672. [As to Parcel 443-53].
- Item 10.** The restrictive covenants contained in instrument filed for record in Book 763 at Page 227 as amended in Book 3052 at Page 23, Book 3026 at Page 670 and Book 3026 at Page 674. [As to Parcel 443-54].
- Item 11.** The restrictive covenants contained in instrument filed for record in Book 763 at Page 227 as amended in Book 3052 at Page 23 and Book 3084 at Page 303. [As to Parcel 443-55].
- Item 12.** The restrictive covenants contained in instrument filed for record in Book 763 at Page 227 as amended in Book 3052 at Page 23 and Book 2894 at Page 719. [As to Parcel 443-56].
- Item 13.** Terms and conditions and release of damages as contained in those certain Warranty Deeds to State Highway Commission recorded in Book 1106 at Page 518, Book 2852 at Page 744 and Book 2852 at Page 746. [As to Parcel No. 443-53]
- Item 14.** Terms and conditions of Special Warranty Deed recorded in Book 3026 at Page 672. [As to Parcel No. 443-53]
- Item 15.** Easement as contained in Quitclaim Deed recorded in Book 3074 at Page 361. [As to Parcel No. 443-53]
- Item 16.** Easement as contained in instrument recorded in Book 3074 at Page 366. [As to Parcel No. 443-53]
- Item 17.** Terms and conditions and release of damages as contained in those certain Warranty Deeds to State Highway Commission recorded in Book 1132 at Page 118, Book 2852 at Page 737. [As to Parcel No. 443-54]
- Item 18.** Terms and conditions of Special Warranty Deed recorded in Book 3026 at Page 674. [As to Parcel No. 443-54]
- Item 19.** 10' utility easement along street side of lot as shown on Plat. [As to Parcel No. 443-54]
- Item 20.** Right of Way to MP&L as recorded in Book 768 at Page 413. [As to Parcel No. 443-54]
- Item 21.** Terms and conditions and release of damages as contained in those certain Warranty Deeds to State Highway Commission recorded in Book 1132 at Page 135, Book 2852 at Page 748, and Book 2852 at Page 750. [As to Parcel No. 443-55]
- Item 22.** 10' utility easement along western lot line as shown on Plat. [As to Parcel No. 443-55 and Parcel No. 443-56]
- Item 23.** Terms and conditions and release of damages as contained in those certain Warranty Deeds to State Highway Commission recorded in Book 2852 at Page 742, Book 1098 at Page 533 and Book 1132 at Page 133. [As to Parcel No. 443-56]
- Item 24.** The description in the title deed reflects it is part of Lots 6, 7 & 8. Subject property is only assessed as part of Lots 7 and 8. [As to Parcel No. 443-56]
- Item 25.** Easement for construction and maintenance as conveyed in Warranty Deed to State Highway Commission in Book 1132 at Page 133. [As to Parcel No. 443-56]
- Item 26.** 10' sewer line easement to University Apartments recorded in Book 1758 at Page 109. [As to Parcel No. 451-18]
- Item 27.** 10' sewer line easement to University Apartments recorded in Book 2040 at Page 551. [As to Parcel No. 451-18]
- Item 28.** Covenants and Easement Agreement recorded in Book 4536 at Page 249. [As to Parcel No. 451-18]
- Item 29.** Drainage Structure Easement and Maintenance Agreement recorded in Book 5144 at Page 622. [As to Parcel No. 451-18]
- Item 30.** Sanitary Sewer line easement to City of Jackson recorded in Book 5162 at Page 360. [As to Parcel No. 451-18]

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**Item 31.** Release of damages to the City of Jackson recorded in Book 766 at Page 26. [As to Parcel No. 451-18]



## Exhibit A

### Property Description

#### TRACT 1 (intending to describe Parcel No. 442-110, whether accurately described or not):

Lot Fifty-One (51) of Canton Road Subdivision, Part 3, a subdivision in the City of Jackson, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 10, at Page 50, reference to which is hereby made in aid of and as a part of this description.

LESS AND EXCEPT that property conveyed by Warranty Deed recorded in Book 3458 at Page 275, being more particularly described as follows:

Being part of Lot 51, Canton Road Subdivision, Part III, Jackson, Hinds County, Mississippi, as recorded in Plat Book 10 at Page 50 of the Chancery Records of Hinds County, Mississippi, and being more particularly described as follows:

Beginning at the NW corner of said Lot 51 and run southeasterly, along the western boundary of said Lot 51, 153.29'; turn thence through an interior angle of 82°35'40" and run northeasterly, 114.50'; turn thence through an interior angle of 94°28'11" and run northwesterly, 177.47' to the southern R.O.W. line of Nassau Street; turn thence through an interior angle of 93°39'01" and run southwesterly, along the south R.O.W. line of Nassau Street, 11.34' to a corner of aforesaid lot 51; run thence southwesterly, clockwise along the arc of a curve 62.83'; run thence southwesterly along the said south R.O.W. line of Nassau Street, 52.62' to the point of beginning, containing 16,854 square feet, more or less.

ALSO LESS AND EXCEPT that property conveyed by Warranty Deed recorded in Book 7274 at Page 7217, being more particularly described as follows:

BEING PART OF LOT 51 CANTON ROAD SUBDIVISION, PART III, ACCORDING TO A PLAT ON FILE IN PLAT BOOK 10 PAGE 50 IN THE CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 44, OF SAID CANTON ROAD SUBDIVISION, PART III, AND RUN THENCE SOUTH 29 DEGREES 35 MINUTES EAST ALONG THE EAST LINE OF SAID CANTON ROAD SUBDIVISION, PART III FOR A DISTANCE OF 60 FEET TO THE NORTHEAST CORNER OF LOT 51 OF SAID SUBDIVISION AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; RUN THENCE SOUTH 29 DEGREES 35 MINUTES EAST ALONG A FENCE, MORE OR LESS, AND AN EXTENSION THEREOF FOR A DISTANCE OF 272.9 FEET TO A FOUND CONCRETE MONUMENT MARKING THE SOUTHEAST OF SAID CANTON ROAD SUBDIVISION, PART III; RUN THENCE NORTH 41 DEGREES 09 MINUTES WEST A DISTANCE OF 97.54 FEET TO A FOUND REBAR AT FENCE CORNER MARKING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN BOOK 3458 PAGE 275; RUN THENCE NORTH 33 DEGREES 11 MINUTES WEST ALONG A FENCE AND A PROJECTION THEREOF A DISTANCE OF 177.92 FEET TO A FOUND REBAR IN SOUTH RIGHT OF WAY OF NASSAU DRIVE MARKING THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 60 DEGREES 25 MINUTES EAST ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 30.95 FEET TO THE POINT OF BEGINNING, CONTAINING 0.1 ACRE, MORE OR LESS.

**TRACT 2 (intending to describe Parcel No. 451-18, whether accurately described or not):**

The property shown as "Tract 4 (I-55 North - 6.243 acres)" on Page 2501 in the Quitclaim Deed recorded in Book 7171 at Page 2489, being more particularly described as follows:

Tract No. 4 ("I-55 North - 6.243 Acres")

A certain parcel of land being situated in the southeast 1/4 of Section 23, Township 6 North, Range 1 East, in the City of Jackson, Hinds County, Mississippi and being more particularly described as follows:

Beginning at the southeast corner of Lot 44 of Canton Road Subdivision, Part III, a plat of said subdivision being recorded in Plat Book 10, at Page 50, in the office of the Chancery Clerk at Jackson, Mississippi, and run thence northwesterly along the East line of said Lot 44 for a distance of 100.0 feet; turn thence to the right through an angle of 70 degrees 34 minutes and run northeasterly for a distance of 528.71 feet; turn thence to the right through an angle of 109 degrees 19 minutes and run southeasterly for a distance of 372.56 feet to the western right of way line of Interstate Highway #55; turn thence to the right through an angle of 58 degrees 26 minutes and run southwesterly along the western right of way of Interstate Highway #55 for a distance of 185.90 feet to an easterly offset in said right of way line; thence turn to the left through an angle of 39 degrees 52 minutes and run easterly for a distance of 5.0 feet; turn thence to the right through an angle of 90 degrees 00 minutes and continue southwesterly along the western right of way line of said Interstate Highway #55 for a distance of 977.0 feet to the East line of Woodland Hills Park Subdivision, Part 3, thence turn to the right through an angle of 151 degrees 30 minutes and run northerly along the East line of said Woodland Hills Park, Part 3, for a distance of 355.66 feet; turn thence to the left through an angle of 0 degrees 14 minutes and continue northerly along the East line of Woodland Hills Park, Part 1, Resurvey, for a distance of 212.31 feet to the South line of Lot 50 of Canton Road Subdivision, Part III; turn thence to the right through an angle of 89 degrees 24 minutes and run easterly along the South line of said Lot 50 and along the South line of lot 51 of said subdivision for a distance of 336.05 feet to the southeast corner of said Lot 51; turn thence to the left through an angle of 119 degrees 07 minutes and run northwesterly along the eastern line of Canton Road Subdivision, Part III, for a distance of 332.70 feet to the point of beginning, and containing 7 acres, more or less.

LESS AND EXCEPT that property taken by Judgment in favor of the State Highway Commission of Mississippi, recorded in Book 3510 at Page 719, being more particularly described as follows:

All of the following land and property located in the First Judicial District of Hinds County, Mississippi, excepting and excluding therefrom all oil and gas therein:

Begin at the point of intersection of the present Westerly right-of-way line of Interstate Highway No. 55 with the West line of Defendants' property, said point is 771.3 feet North of and 649.0 feet East of the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 6 North, Range 1 East; from said point of beginning run thence North 00° 46' East along said Westerly property line, a distance of 67.9 feet to a line that is parallel with and 29.225 feet Westerly of the base line of the relocation of the West frontage road as shown on the plans for a highway project as surveyed and staked by the Mississippi State Highway Department (said relocation is to be built in conjunction with and as a part of Federal Aid Project No. 51-0055-02-085-10, being a segment of Interstate Highway No. 55); thence run North 31° 30' East along said parallel line, a distance of 129.6 feet to a point that is 29.225 feet Westerly of and perpendicular to the said base line at Station 7251 + 58.827; thence run Northerly along a line that is parallel with and 29.225 feet Westerly of said base line and along the circumference of a circle to the left having a radius of 7,610.22 feet, an arc distance of 240.3 feet (said arc having a chord bearing of North 30° 36' East for a distance of 240.2 feet) to a point that is 29.225 feet Westerly of and measured radially to said base line at Station 7254 + 00; thence North 22° 53' East, a distance of 50.1 feet; thence North 09° 28' East, a distance of 44.5 feet; thence North 24° 04' East, a distance of 58.1 feet; thence run North 29° 00' East along a line that is parallel with and 55 feet Westerly of said base line, a distance of 150.0 feet; thence North 36° 36' East, a distance of 151.3 feet to a point that is 35 feet Westerly of and perpendicular to the said base line at Station 7258 + 50; thence North 17° 41' East, a distance of 51.0 feet; thence North 39° 01' East, a distance of 86.2 feet; thence run Northerly along a line that is parallel with and 30 feet Westerly of said base line and along the circumference of a circle to the left having a radius of 3,789.72 feet, an arc distance of 139.0 feet (said arc having a chord bearing of North 27° 57' East for a distance of 139.0 feet) to a point that is 30 feet Westerly of and measured radially to said base line at Station 7261 + 25; thence North 22° 20' East, a distance of 22.2 feet to a Northeasterly line of Defendants' property; thence run South 29° 29' East along said Northeasterly property line, a distance of 22.6 feet to the present Westerly right-of-way line of said Interstate Highway 55; thence run South 28° 58' West along said present Westerly right-of-way line, a distance of 186.2 feet; thence run South 61° 03' East along said present Westerly right-of-way line, a distance of 5.0 feet; thence run South 28° 57' West along said present Westerly right-of-way line, a distance of 977.0 feet to the point of beginning, containing 32,742.84 square feet or 0.752 acres, more or less, and being situated in and a part of the Northeast 1/4 of the Northeast 1/4 of Section 26 and the Southeast 1/4 of the Southeast 1/4 of Section 23, all in Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi.

ALSO LESS AND EXCEPT that property conveyed by Warranty Deed recorded in Book 4536 at Page 246, being more particularly described as follows:

Lot 11 East Hill Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, in Plat Book 27, Page 33.

ALSO:

Begin at the Southwest of corner of Lot 11 East Hill Subdivision, Jackson, Hinds County, Mississippi, thence South 29 degrees 22 minutes East 112.82 feet; thence South 82 degrees 18 minutes East 18.53 feet; thence North 6 degrees 57 minutes 10 seconds West 33.15 feet; thence North 11 degrees 39 minutes 41 seconds West 21.79 feet; thence North 18 degrees 22 minutes 12 seconds West 34.54 feet; thence North 18 degrees 22 minutes 13 seconds West 16.13 feet; thence North 2 degrees 45 minutes 11 seconds West 8.16 feet; thence North 8 degrees 30 minutes 57 seconds East 10.50 feet; thence North 15 degrees 07 minutes 56 seconds East 26.90 feet; thence North 33 degrees 26 minutes 08 seconds East 95.74 feet; thence South 41 degrees 12 minutes West 167.37 feet to the Point of Beginning containing 0.132 acres, more or less, and being part of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 6 North, Range 1 East, Jackson, Hinds County, Mississippi.

ALSO LESS AND EXCEPT that property conveyed by Warranty Deed recorded in Book 7274 at Page 7220, and rerecorded in Book 7280 at Page 277 being more particularly described as follows:

A CERTAIN PARCEL OF LAND LYING AND BEING SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST IN THE CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 44, OF CANTON ROAD SUBDIVISION, PART III, A PLAT ON FILE OF SAID SUBDIVISION BEING RECORDED IN PLAT BOOK 10, PAGE 50, IN THE OFFICE OF THE CHANCERY CLERK AT JACKSON, HINDS COUNTY, MISSISSIPPI, AND RUN THENCE NORTH 29 DEGREES 35 MINUTES WEST ALONG THE EAST LINE OF SAID LOT 44 FOR A DISTANCE OF 100.0 FEET TO THE SOUTHWEST CORNER OF EAST HILL, A SUBDIVISION PLAT ON FILE AND RECORDED IN PLAT BOOK 27, PAGE 33; RUN THENCE NORTH 40 DEGREES 59 MINUTES EAST ALONG THE SOUTH LINE OF SAID EAST HILL A DISTANCE OF 167.37 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID EAST HILL AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE CONTINUE NORTH 40 DEGREES 59 MINUTES EAST ALONG SAID SOUTH LINE AND A PROJECTION THEREOF A DISTANCE OF 361.34 FEET TO ITS INTERSECTION WITH A SOUTHERLY PROJECTION OF THE EAST LINE OF SAID EAST HILL; RUN THENCE SOUTH 29 DEGREES 42 MINUTES EAST ALONG SAID SOUTHERLY PROJECTION AND THE WEST LINE OF VIEUX CARRE APARTMENTS A DISTANCE OF 350.44 FEET TO THE PRESENT WESTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY NO. 55 AS SHOWN ON THE PLANS BY MISSISSIPPI STATE HIGHWAY DEPARTMENT FIA PROJECT NO. 51.0055-02-085-10; RUN THENCE THE FOLLOWING BEARINGS AND DISTANCES ALONG SAID WESTERLY RIGHT OF WAY: SOUTH 22 DEGREES 20 MINUTES WEST, 22.2 FEET; THENCE RUN SOUTHERLY ALONG A CURVE

BEARING TO THE RIGHT HAVING A RADIUS OF 3,789.72 FEET, AN ARC DISTANCE OF 139.76 FEET, HAVING A CHORD DISTANCE OF SOUTH 27 DEGREES 14 MINUTES WEST, 139.76 FEET TO A FOUND MDOT MONUMENT; RUN THENCE SOUTH 40 DEGREES 15 MINUTES WEST A DISTANCE OF 85.82 FEET TO A POINT; RUN THENCE SOUTH 17 DEGREES 14 MINUTES WEST A DISTANCE OF 52.48 FEET TO A FOUND MDOT MONUMENT; RUN THENCE SOUTH 36 DEGREES 26 MINUTES WEST A DISTANCE OF 151.50 FEET TO A FOUND MDOT MONUMENT; RUN THENCE SOUTH 29 DEGREES 31 MINUTES WEST A DISTANCE OF 113.50 FEET TO A SET COTTON PICKER SPINDLE; THENCE LEAVING SAID WEST RIGHT OF WAY RUN THENCE NORTH 61 DEGREES 25 MINUTES WEST A DISTANCE OF 19.86 FEET TO A FOUND CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID CANTON ROAD SUBDIVISION, PART III; RUN THENCE NORTH 29 DEGREES 35 MINUTES WEST ALONG A FENCE, MORE OR LESS, AND AN EXTENSION THEREOF FOR A DISTANCE OF 272.9 FEET TO A SET REBAR MARKING THE NORTHEAST CORNER OF LOT 51 OF SAID CANTON ROAD SUBDIVISION, PART III; THENCE CONTINUE ALONG LAST MENTIONED CALL NORTH 29 DEGREES 35 MINUTES WEST A DISTANCE OF 47.2 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN BOOK 4536 PAGE 249; THENCE THE FOLLOWING BEARINGS AND DISTANCES ALONG THE SOUTH AND EAST LINES OF SAID PROPERTY: SOUTH 82 DEGREES 31 MINUTES EAST, 18.53 FEET; NORTH 07 DEGREES 10 MINUTES WEST, 33.15 FEET; NORTH 11 DEGREES 52 MINUTES WEST, 21.79 FEET; NORTH 18 DEGREES 35 MINUTES WEST, 34.54 FEET; NORTH 18 DEGREES 35 MINUTES WEST, 16.13 FEET; NORTH 02 DEGREES 58 MINUTES WEST, 8.16 FEET; NORTH 08 DEGREES 18 MINUTES EAST, 10.50 FEET; NORTH 14 DEGREES 55 MINUTES EAST, 26.90 FEET; NORTH 33 DEGREES 14 MINUTES EAST, 95.74 FEET TO THE POINT OF BEGINNING, CONTAINING 4.6 ACRES, MORE OR LESS.

**TRACT 3 (intending to describe Parcel No. 443-53, whether accurately described or not):**

That part of Lot 4, Woodland Hills Park Part Three, a subdivision in the City of Jackson, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 11, at Page 29, reference to which is hereby made in aid of and as a part of this description, which was conveyed by Quitclaim Deed recorded in Book 3026 at Page 672, being more particularly described as follows:

Begin at the Northeast corner of Lot 4 of Woodland Hills Park Subdivision Part 3; from said point of beginning run thence South 01° 19' East along the East line of said Lot 4, a distance of 6.7 feet; thence run South 31° 08' West, a distance of 133.4 feet to the Southwesterly line of said Lot 4; thence run North 62° 47' West along said Southwesterly line, a distance of 72.8 feet; thence run North 03° 43' West along said Southwesterly line, a distance of 84.9 feet to the North line of said Lot 4; thence run North 88° 49' East along said North line, a distance of 139.1 feet to the point of beginning and containing 11197.40 square feet or 0.257 acres, more or less, and being situated in Lot 4 of Woodland Hills Park Subdivision Part 3 in the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi.

LESS AND EXCEPT that property conveyed by Quitclaim Deed recorded in Book 3074 at Page 361, being more particularly described as follows:

From the POINT OF BEGINNING of Parcel B, said Point being the northwest corner of Lot 4 of Woodland Hills Park Subdivision, Part Three; run

East along the north line of Lot 4 for 21.00 feet to a point; thence

Southwesterly to the right-of-way line of the cul-de-sac of Rebecca Court along a curve having a radius of 21.00 feet and whose center point is the aforesaid POINT OF BEGINNING; thence

Northwesterly along the curve of said cul-de-sac for 8.91 feet; thence

North along the east right-of-way line of Rebecca Court to the aforesaid POINT OF BEGINNING.

The above described parcel contains 279 square feet.

A 2 foot wide easement is reserved along the easterly side of Parcel B as shown on the plat below for the purpose of constructing and maintaining a footing for a brick wall to be constructed.

ALSO LESS AND EXCEPT that property conveyed by Quitclaim Deed recorded in Book 3074 at Page 361, being more particularly described as follows:

From the POINT OF BEGINNING of Parcel A, said POINT being the southeast corner of Lot 3, Woodland Hills Park Subdivision, Part Three; run

Northerly 30.40 feet along the east line of said Lot 3 to a point; thence

Southwesterly 35.89 feet to a point on the south line of said Lot 3 and being 18.37 feet westerly of the southeast corner of said lot; thence

Easterly 18.37 feet to the aforesaid POINT OF BEGINNING; the above described parcel containing 279 square feet.

NOTE: Said Tract 3, being part of the property conveyed on Page 2504 of the Quitclaim Deed recorded in Book 7171 at Page 2489 as "Tract No. 8 (Woodland Hills Lots 4 and 5).

**TRACT 4 (intending to describe Parcel No. 443-54, whether accurately described or not):**

That part of Lot 5, Woodland Hills Park Part Three, a subdivision in the City of Jackson, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 11, at Page 29, reference to which is hereby made in aid of and as a part of this description, which was conveyed by Special Warranty Deed recorded in Book 3026 at Page 674, being more particularly described as follows:

Begin at the Southwesterly corner of Lot 5 of Woodland Hills Park Subdivision Part 3; from said point of beginning run thence North 28° 59' East along the Northwesterly line of said Lot 5, a distance of 73.7 feet; thence run North 72° 38' East along said Northwesterly line, a distance of 45.0 feet to the Northeasterly line of said Lot 5; thence run South 62° 47' East along said Northeasterly line, a distance 72.8 feet; thence run South 31° 08' West, a distance of 108.6 feet to the Southwesterly line of said Lot 5; thence run North 61° 01' West along said Southwesterly line, a distance of 99.7 feet to the point of beginning and containing 10392.45 square feet or 0.239 acres, more or less, and being situated in Lot 5 of Woodland Hills Park Subdivision Part 3 in the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi.

**TRACT 5 (intending to describe Parcel No. 443-55, whether accurately described or not):**

That part of Lot 6, Woodland Hills Park Part Three, a subdivision in the City of Jackson, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 11, at Page 29, reference to which is hereby made in aid of and as a part of this description, which was conveyed as "Tract 4 (Woodlad Hills Lot 6)" on Page 2511 in the Quitclaim Deed recorded in Book 7171 at Page 2489, being more particularly described as follows:

**Tract No. 4 ("Woodland Hills Lot 6")**

97 Part of Lot 6, Woodland Hills Park Part Three Begin at the northwesterly corner of Lot 6 of Woodland Hills Park Subdivision Part 3; from said point of beginning run thence South 61 degrees 01 minute East along the northeasterly line of said Lot 6, a distance of 99.7 feet; thence run South 31 degrees 08 minutes West, a distance of 110.1 feet to the southwesterly line of said Lot 6; thence run North 61 degrees 01 minute West along said southwesterly line, a distance of 95.6 feet to the northwesterly line of said Lot 6; thence run North 28 degrees 59 minutes East along said northwesterly line, a distance of 110.0 feet to the point of beginning and containing 10746.41 square feet or 0.247 of Woodland Hills Park Subdivision Part 3 in the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 6 North, Range 1 East in the City of Jackson, First Judicial District of Hinds County, Mississippi.

**TRACT 6 (intending to describe Parcel No. 443-56, whether accurately described or not):**

Part of Lots 6, 7 and 8, Woodland Hills Park Part Three, a subdivision in the City of Jackson, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 11, at Page 29, reference to which is hereby made in aid of and as a part of this description, as conveyed by Warranty Deed recorded in Book 7130 at Page 7700, being more particularly described as follows:

**Tract 1**

Begin at a point that is 170 feet Westerly of and perpendicular to the centerline of survey of Federal Aid Project No. 51-0055-02-085-10 at Highway Survey Station 246 + 62.469; from said point of beginning run thence South 32° 31' West, a distance of 90.9 feet to the Southwesterly line of Lot 7 of Part 3 of the Woodland Hills Park Subdivision; thence run North 61° 13' West along said Southwesterly lot line, a distance of 78.4 feet; thence run North 28° 30' East, a distance of 109.4 feet to the Northeasterly line of said Lot 7; thence run South 61° 01' East along said Northeasterly lot line, a distance of 85.6 feet to the Westerly right-of-way line of said project; thence run South 31° 08' West, a distance of 18.4 feet to the point of beginning and containing 8983.66 square feet or 0.206 acres, more or less, and being situated in Lot 7 of Woodland Hills Park Subdivision Part 3, in the Northeast 1/4 of Section 26, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi.

**Tract 2**

Lot Eight (8), less a strip of land ten feet (10') wide off the west end of said Lot Eight (8), being a part of Woodland Hills Park, Part Three (3), according to a map or plat thereof recorded in Plat Book 11, Page 29, in the office of the Chancery Clerk of the First Judicial District, Hinds County at Jackson, Mississippi, reference to which is hereby made in aid hereof.

**Less and Except**

Begin at the Southeast corner of Lot 8 of Woodland Hills Park Subdivision, Part 3 from said point of beginning run thence North 61° 01' West along the Southwesterly line of said Lot 8, a distance of 30.0 feet; thence run Northwesterly along said Southwesterly line, a distance of 43.3 feet; thence run North 40° 19' East, a distance of 41.2 feet to a point that is 180.0 feet Northwesterly of and measured radially to the centerline of survey of Federal Aid Project No. 51-0055-02-085-10 at Station 245 + 00; thence run North 32° 31' East, a distance of 71.0 feet to the Northeasterly line of said Lot 8; thence run South 61° 01' East along said Northeasterly line a distance of 60.7 feet to the Southeasterly line, of said Lot 8; thence run South 28° 59' West along said Southeasterly line, a distance of 113.8 feet to the point of beginning and containing 7401.51 square feet or 0.170 acres, more or less, and being situated in Lot 8 of Woodland Hills Park Subdivision, Part 3 in the Northeast 1/4 of Section 26, Township 6 North, Range 1 East, in the City of Jackson, First Judicial District of Hinds County, Mississippi.

**Also less and except:**

That part conveyed to the State Highway Commission as described in instrument recorded in Deed Book 1132 at Page 133 in the land records of Hinds County Mississippi.