

ALONZO UPCHURCH

271130

A &amp; B

TO

SALE INTEREST IN LAND

JAMES EDW. WHITE

FILED: NOV. 16, 1939 at 11:50 AM  
SADIE H. ABRAMSON, DY. CLERK

State of Louisiana

Parish of Ouachita

Be It Known and Remembered, That on this the Sixteenth day of November A. D., Nineteen Hundred and thirty-nine BEFORE ME, A. MILLING BERNSTEIN, a Notary Public, duly commissioned and qualified according to law, in and for the Parish of Ouachita, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, PERSONALLY CAME AND APPEARED, ALONZO UPCHURCH, a married man whose wife is Ardelle Emma Upchurch, born Jones, a resident of the County of Angelina, Texas, who declared that he did and does by these presents, grant, bargain, sell, convey, assign, set over and deliver unto JAMES EDWARD WHITE, a married man whose wife is Frankie Ballew White, born Ballew, resident of the Parish of Ouachita, State of Louisiana, here present, accepting and purchasing for himself, his heirs and assigns, all and singular, the following described property, situated in the Parish of Ouachita State of Louisiana, to-wit:

All of my right title and interest in and to the estate of Mrs. Lola White Burnum, deceased, both real and personal and particularly all of my right title and interest in and to the following described real estate inventoried in said succession and described as:

"Lot One (1) of Swenson's Subdivision of "Killoden Plantation", as per plat of survey of said subdivision filed in the Recorder's Office of Ouachita Parish, Louisiana, and recorded in said office in Conveyance Book 68 at page 179, said lot containing one hundred and Sixty (160) acres, more or less; and also all of the triangular strip of ground lying North of the V. S. & P. R. R. Co.'s Right-of-way in Section six in Township 17 North, Range 5 East, containing seven (7) acres, more or less, together with all buildings and improvements thereon. (Conveyance Book 143, page 601), and also all live stock and farming implements thereon being and belonging".

154

To have and to hold the said conveyed property, together with all the appurtenances and improvements thereto belonging, unto the said purchaser His heirs and assigns, in full property forever, free from any lien, mortgage or encumbrance whatever, with full and general warranty of title, and with full subrogation to all the rights of warranty and all other rights as held by said vendor.

The price for which the above sale is made is the sum of Five Hundred and no/100 (\$500.00) Dollars, which is evidenced by one certain promissory note dated November 16, 1939, for the said sum of Five Hundred and no/100 (\$500.00) Dollars payable on or before one year after date to the order of Alonzo Upchurch with six per cent (6%) per annum interest from date until paid which said note is signed by James Edward White, as maker, and said note further stipulating that in the event the same should not be promptly paid at maturity and should be placed in the hands of an attorney for collection that the maker agrees to pay ten per cent (10%) upon the aggregate amount of principal and interest as attorneys fees. which promissory note, after having been paraphrased "Me Varietur" by me, said Notary, in order to identify the same with this Act, was delivered to said Alonzo Upchurch who acknowledges due possession and delivery thereof.

And now in order to secure the full <sup>punctual</sup> and final payment of said note at maturity, together with all interest accrued thereon, and further to secure the payment and reimbursement of any and all attorney's fees, costs, charge and expenses that may be incurred or paid in event of suit to enforce collection of said note or any part thereof, or in event said note be placed in the hands of an attorney for collection after maturity, even though suit is not brought on same, which said attorney's fees are hereby fixed at ten per cent. of the amount due on said note the said James Edward White in addition to the Vendor's lien and privilege, which is hereby expressly granted Vendee and retained by the Vendor, does by these presents specially mortgage, affect and hypothecate unto and in favor of the said Alonzo Upchurch and unto and in favor of any future holder or holders of the said note without the necessity of any Notarial transfer thereof, the property herein conveyed.

The said property so to remain mortgaged, affected and hypothecated until the full and final payment of said note in principal, interest, attorney's fees and costs as aforesaid.

And said Mortgagor does by these presents bind and obligate himself, his heirs and assigns not to alienate, deteriorate nor encumber said property to the prejudice of this mortgage.

And said Mortgagor further bind himself to keep the buildings and improvements now existing or which may be hereafter erected on the property mortgaged herein constantly insured against loss by fire in a good and solvent insurance company or companies in the sum of Fifty and no/100 (\$50.00) DOLLARS until the full and final payment of aforesaid note and to transfer and deliver unto Alonzo Upchurch or any future holder or holders of said note the policy or policies of such insurance or insurances, and should the Mortgagor fail or neglect to cause such insurance to be made and affected, then and in that case said Alonzo Upchurch or any future holder or holders of said note shall have the right at his option to so insure said property, and any sums paid out by said Mortgagee shall be secured by this mortgage and shall bear six per cent. per annum interest from date of payment.

In event said promissory note or any one of them or the interest on said promissory note, or taxes or insurance, as hereinabove stipulated is not paid when it becomes due and payable, said default at the option of the holder of any of said notes shall mature and render due and demandable all of the unmatured notes and render this mortgage and vendor's lien enforceable for said entire indebtedness.

The said Mortgagor further declares that he does consent, agree and stipulate that in event said promissory note be not paid at maturity, it shall be lawful for and he hereby authorizes the said Alonzo Upchurch or any holder or holders of said note to cause all and singular the property hereinbefore described and mortgaged to be seized and sold under executory or other legal process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable cash, said Mortgagor hereby expressly dispensing with all and every appraisement thereof, said Mortgagor hereby confessing judgment in favor of said Alonzo Upchurch or any future holder or holders of said note for the full amount of said note principal and interest,



156  
together with all attorney's fees, costs and insurance premiums  
aforesaid.

This certificate of mortgage as required by Article 3364  
of the Revised Civil Code is hereby waived and dispensed with  
by the parties.

All of the State taxes upon said property have been paid as  
evidenced by Tax Collector's receipts in possession of said  
vendor.

Thus done and passed in my office in the City of Monroe,  
Parish of Ouachita, State of Louisiana, on the day, month and  
year first above written, and in the presence of Messrs. Mavis  
Johnston and Shirley Polmar witnesses of lawful age, domiciled  
in said Parish and therein residing, who sign their names with the  
said appearers and me, a Notary, after reading thereof.

WITNESSES:

Mavis Johnston

Alonzo Upchurch

Shirley Polmar

James Edward White

STAMPS 50¢

A. Milling Bernstein  
NOTARY PUBLIC. (SEAL)

A tax certificate attached to original.

A true record, this Nov. 16, 1939

*Clydie Coz*

Dy. Clerk & Ex-Officio Recorder.

CLC

FOSTER ROBERSON ET ALS

271137

TO AND WITH

COMPROMISE AGREEMENT

ELLIS ROBERSON ET ALS

FILED: NOV. 16, 1939 at 4:15PM  
SADIE H. ABRAHAMSON, DY. CLERK

STATE OF LOUISIANA, )

PARISH OF OUACHITA. )

WHEREAS, on the 6th day of December, 1938, petition was  
filed by Ellis Roberson and Foster Roberson through their at-  
torney, H. C. Redmond, against Julius Reed, et al., bearing No.  
28,257 on the docket of the Fourth District Court in and for  
the Parish of Ouachita, State of Louisiana, in which suit peti-  
tioners claimed an aggregate amount of \$60,000.00 in solido  
against the defendants therein for gas removed from the property  
described in said petition, for bonuses and for other causes,  
all as more fully and completely shown by said petition filed by



SUCCESSION OF LOLA WHITE BURNUM  
TO  
JAMES EDWARD WHITE ~~COMPARED~~

286563  
JUDGMENT SENDING INTO POSSESS-  
ION  
FILED DEC. 11, 1942, at 11:25  
A.M.  
SADIE H. ABRAMSON, DY. CLERK

SUCCESSION OF  
LOLA WHITE BURNUM  
PROBATE DOCKET NO. 4613

FOURTH DISTRICT COURT  
PARISH OF OUACHITA  
STATE OF LOUISIANA

The petition of James Edward White, administrator of this said succession having been duly considered and the evidence having been adduced and closed and having been duly considered and the law and the evidence being in favor thereof,

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the final account of James Edward White, administrator be and the same is hereby approved and homologated and it is ordered that the funds of this said succession be distributed in accordance therewith.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that James Edward White, administrator herein, be discharged and his bond as administrator be and the same is hereby ordered cancelled.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that James Edward White to the extent of an undivided Three-fourths ( $\frac{3}{4}$ ) interest and Alonzo Umchurch to the extent of an undivided One-fourth ( $\frac{1}{4}$ ) interest be and they are hereby recognized as the sole and only heirs of Lola White Burnum, deceased, and that James Edward White having purchased all right, title, and interest of Alonzo Umchurch in the estate of Lola White Burnum be and he is now therefore sent into possession of all of the property composing the estate of the said Lola White Burnum, deceased.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the inheritance tax due by the said succession of Lola White Burnum is fixed at the sum of Thirteen and 91/100 (\$13.91) Dollars and the same is ordered paid to Milton Coverdale, Sheriff of the Parish of Ouachita, State of Louisiana, ex-officio Collector of Inheritance Tax.

THUS DONE, READ, AND SIGNED in Chambers on this the 11th day of December, A. D. 1942.

D. I. Garrett  
J U D G E.

456

A true record this December 11, 1942

EEG

QUIT CLAIM

A certain tract of land in Magenta Plantation described as follows: From the iron pin at the southwest corner of Sec. 35, T 18 N, R 4 E, Ouachita Parish, Louisiana, measure N.  $0^{\circ}$  25' W. along the West line of Section 35, a distance of 20.332 chains to a concrete post on the North right of way line of the I. C. R. R.; thence S.  $84^{\circ}$  51' E. along the North right of way line of said railroad a distance of 41.713 chains to a 1-1/4" iron pipe on the East line of the 60' wide Magenta Road; thence

JOSEPH EDWARD WHITE, JR.  
TO  
MRS. FRANCES WHITE

Title

621/840

ARB

Sale of Interest in Property  
Filed July 1 1957 at 11:39 A.M.  
Dorothy L. Deen, Dy. Clk.

429195

840 STATE OF LOUISIANA:

PARISH OF OUACHITA:

BE IT KNOWN AND REMEMBERED that on this 1<sup>st</sup> day of July, 1957, before me, J. Norman Coon, Notary Public in and for said Parish and State, came and appeared JOSEPH EDWARD WHITE, JR., a married man whose wife is Mrs. Opal Fay White, nee Otto, who resides at Sunset Dock, Byrdstown, Tennessee, hereinafter called First Party or Vendor, who declared and acknowledged that for the price and consideration hereinafter expressed, he has sold, conveyed and delivered and, by these presents, does sell, convey, deliver, transfer, assign and set over unto MRS. FRANCES WHITE, nee Ballew, widow of James E. White, deceased, a resident of Ouachita Parish, Louisiana, hereinafter called Second Party or Vendee, present and accepting for herself, her heirs and assigns the following described property situated in the Parish of Ouachita, State of Louisiana, to-wit:

All of his right, title and interest, being an undivided 1/6 interest in and to:

1949 Chevrolet Fleetline Delivery 2-door Sedan, 6 Cylinder, Motor No. GAA-1003603, Serial No. 3GKK-122196, La. Title No. 30293, issued in the name of J. E. White on January 17, 1951; 1957 La. License No. 416-951.

Household furniture and effects:

Living Room: Divan, 3 chairs, table, desk, T. V., radio, gas heater.  
Bedroom No. 1: Bed, chifferobe, dresser, rocking chair.  
Bedroom No. 2: Bed, chifferobe, cedar chest, dresser, chair.  
Bedroom No. 3: Bed, wardrobe, 3 chairs, dressing table.  
Dining Room: Deep freeze, electric ice box, dining room table, chairs, buffett, china closet.  
Kitchen: Electric stove, table, cabinet.

Farming implements, including the following:

One Model 60 John Deere Tractor, Serial No. 6008137; one Farmall Super C, Serial No. 163154, with attachments; one set of middle breakers (two row for Farmall); one 2-row tractor cultivator; one 4 row John Deere cultivator; one 3 row John Deere middle breaker; one 4 row John Deere planting attachment; one John Deere disc tiller; one John Deere pan plow; three disc harrows; one stalk cutter; one fertilizer distributor; one anyhydrous



ammonia tank; one Allis Chalmers combine; one row marker attachment; one David Bradley feed mill; two 4 wheel trailers, one 2 wheel trailer and numerous shop tools and plows and various attachments and connections that go with the above equipment.

Poultry, estimated at 75 head.

50 shares of the Capital Stock of the Ouachita Valley National Farm Loan Association of the par value of \$5 per share, identified with Loan No. 66809, the original loan having been made by N. O. Burnum on July 18, 1927 in the sum of \$5,000, recorded in Mortgage Book 2, page 799, and which stock by subsequent conveyances was acquired by James E. White, now deceased.

to have and to hold said property unto the purchaser for herself, her heirs and assigns forever.

The said Joseph Edward White, Jr. further declared and acknowledged that for the price and consideration hereinafter expressed, he has sold, transferred, assigned and delivered and, by these presents, does sell, transfer, assign and deliver unto Mrs. Frances White, present and accepting for herself, a life use and usufruct covering all of his right, title and interest in and to the following described property and improvements thereon, situated in the Parish of Ouachita, State of Louisiana, to-wit:

All that portion of the Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ), Section 29, Township 18 North, Range 5 East, lying South and West of Highway 80.

Lot One (1) of Swenson's Subdivision of "Killoden Plantation" as per plat in Cont. Book 68, page 179, containing one hundred sixty acres and all of the diagonal strip of ground lying North of the Illinois Central Railroad Right of Way in Section 6, Township 18 North, Range 5 East, containing seven acres,

which includes the right to collect and retain all rentals and revenues to be derived from his interest in said property under the present existing lease or any renewal thereof, or any future lease or leases which Mrs. Frances White may grant, covering and affecting said property, limited however to the duration of the life of Mrs. Frances White.

Now it is agreed that in consideration of all of the  
aforementioned sales, transfers, assignments and grant of life use/  
and usufruct

by Joseph Edward White, Jr. to and in favor of Mrs. Frances White, she, the said Mrs. Frances White, hereby agrees to do and perform the following:

1. To perform all obligations of the Lessor as provided in any existing lease covering the above described property and any future leases covering said property for the duration of said life usufruct.
2. To pay all taxes covering the above described property for the duration of said life usufruct.
3. To keep and maintain fire insurance in the amount of Five Thousand and no/100 (\$5,000.00) Dollars on the dwelling situated on the above described property; to keep and maintain fire insurance in the amount of One Thousand and no/100 (\$1,000.00) Dollars on barn (all as described in a policy presently in force and written by L. U. Fouray Insurance Agency), and to pay all insurance premiums therefor, for the duration of said life usufruct.
4. To make all necessary repairs to the aforementioned dwelling, and to pay the expenses of same in labor and materials during the duration of said usufruct.
5. To pay for and on behalf of Joseph Edward White, Jr. the sum of Two Hundred, Fifty-Eight and 59/100 (\$258.59) Dollars, being the amount of inheritance tax due by Joseph Edward White, Jr. to Bailey Grant, Sheriff and Ex-Officio Inheritance Tax Collector for Ouachita Parish, Louisiana.

It is distinctly understood and agreed between the parties hereto that the grant of this life use and usufruct of Joseph Edward White, Jr. to and in favor of Mrs. Frances White, covering all of his right, title and interest in and to the above described property, does not include any gas, oil or mineral rights in, on, under or pertaining to Joseph Edward White, Jr.'s interest in and to the above described property.

THUS DONE AND SIGNED by said parties in the presence of the two undersigned legal and competent witnesses and me, Notary, on the day and date first above written.

WITNESSES:

Anna V. McGowan Joseph Edward White, Jr.  
JOSEPH EDWARD WHITE, JR.

Rennie C. Bounds Mrs. Frances White  
MRS. FRANCES WHITE

G. Norman Coon  
NOTARY PUBLIC

A true record July 1 1957

Rubie M. Pass  
Dy. Clk. & Ex-Off. Recorder

SUCCESSION OF JAMES E. WHITE  
TC  
MRS. FRANCES BALLEW WHITE, ET  
AL

Title

622/26 426  
Judgment of Possession  
Filed July 1 1957 at 1:51 P.M.  
Dorothy L. Deen, Dy. Clk.

429211

26

STATE OF LOUISIANA, PARISH OF OUACHITA, FOURTH DISTRICT COURT

SUCCESSION OF  
JAMES E. WHITE

NO. ~~52300~~ 52 329

PROBATE DOCKET

X  
X  
X  
X  
X  
X  
X

FILED:

July 1, 1957

*Dorothy L. Deen*  
DY. CLERK, 4TH DIST. COURT

### J U D G M E N T

Considering the entire proceedings in this case, the evidence on file herein, including the Last Will and Testament of the Decedent, the answer of the Sheriff and Ex-Officio Inheritance Tax Collector, Respondent in Rule, and the Court finding the law and the evidence in favor thereof:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Mrs. Frances Ballew White is recognized as the surviving spouse in community of James E. White, deceased, and that she is recognized as the sole testamentary heir of said Decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Joseph Edward White, Jr. is recognized as the son of James E. White deceased, and as such is recognized as the sole forced heir at law of said Decedent, entitled to 1/3 of decedent's Estate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mrs. Frances Ballew White, in her capacities as surviving spouse in community and as sole testamentary heir of James E. White, deceased, and Joseph Edward White, Jr., as son and only forced heir at law of said Decedent, are recognized as the owners and are sent into possession of all the property that belonged to the community of acquets and gains that existed between James E. White, deceased, and his surviving spouse, Mrs. Frances Ballew White, and in the following proportions, to-wit:

Mrs. Frances Ballew White - an undivided 5/6 interest;  
Joseph Edward White, Jr. - an undivided 1/6 interest.



IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mrs. Frances Ballew White, in her capacity as sole testamentary heir of James E. White, deceased, and Joseph Edward White, Jr., as the sole forced heir at law of said Decedent, are recognized as the owners and are sent into possession of all of the separate property of the decedent in the following proportions, to-wit:

Mrs. Frances Ballew White - an undivided 2/3 interest;  
Joseph Edward White, Jr. - an undivided 1/3 interest.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that Mrs. Frances Ballew White, in her capacities as surviving spouse in community and as sole testamentary heir of James E. White, deceased, and Joseph Edward White, Jr., as sole forced heir at law of said decedent, are recognized as the owners and are sent into possession of the following described properties and improvements thereon, situated in the Parish of Ouachita, State of Louisiana, in the following proportions, to-wit:

ITEM I

All that portion of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 29, T. 18 N., R. 5 E., lying South and West of Highway No. 80, being the same property which The Federal Land Bank of New Orleans conveyed to Mrs. Frankie White and James E. White, as per deed filed September 5, 1936 and recorded in Conveyance Book 250, page 409 of the Records of the Clerk's Office, Ouachita Parish, Louisiana.

1949 Chevrolet Fleetline Delivery 2-door Sedan, 6 Cylinder, Motor No. GAA-1003603, Serial No. 3GKK-122196, La. Title No. 30293, issued in the name of J. E. White on January 17, 1951; 1957 La. License No. 416-951.

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Bedroom No. 2: Bed, chiffierobe, cedar chest, dresser, chair.

Bedroom No. 3: Bed, wardrobe, 3 chairs, dressing table.

Dining Room: Deep freeze, electric ice box, dining room table, chairs, buffett, china closet.

Kitchen: Electric stove, table, cabinet.

Farming implements, including the following:  
 One Model 60 John Deere Tractor, Serial No. 6008137; one Farmall Super C, Serial No. 163154, with attachments; one set of middle breakers (two row for Farmall); one 2 row tractor cultivator; one 4 row John Deere cultivator; one 3 row John Deere middle breaker; one 4 row John Deere planting attachment; one John Deere disc tiller; one John Deere pan plow; three disc harrows; one stalk cutter; one fertilizer distributor; one anhydrous ammonia tank; one Allis Chalmers combine; one row marker attachment; one David Bradley feed mill; two 4 wheel trailers, one 2 wheel trailer and numerous shop tools and plows and various attachments and connections that go with the above equipment.

Poultry, estimated at 75 head,

and in the following proportions, to-wit:

Mrs. Frances Ballew White - an undivided 5/6 interest;  
 Joseph Edward White, Jr. - an undivided 1/6 interest.

#### ITEM II

Lot 1 of Swenson's Subdivision of Kiloden Plantation as per plat of survey of said subdivision filed in the Recorder's Office of Ouachita Parish, Louisiana, and recorded in said Office in Conveyance Book 68, page 179, said lot containing 160 Acres more or less and also all of the triangular strip of ground lying North of the V. S. & P. Railroad Company's right of way in Section 6, T. 17 N., R. 5 E., containing 7 Acres more or less,

and in the following proportions, to-wit:

Mrs. Frances Ballew White - an undivided 17/24 interest;  
 Joseph Edward White, Jr. - an undivided 7/24 interest.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the amounts of inheritance tax due and owing to the State of Louisiana by petitioners is hereby fixed and determined in the following amounts, to-wit:

Mrs. Frances Ballew White - \$775.78  
 Joseph Edward White, Jr. - 258.59.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mrs. Frances Ballew White is hereby relieved and discharged from her trust and office as Testamentary Executrix of James E. White, deceased.

JUDGMENT RENDERED, READ AND SIGNED in Open Court on this 1<sup>st</sup> day of July, 1957.

*D. F. Ganey*  
 JUDGE, FOURTH DISTRICT COURT

A true record July 1 1957

*Rubin M. Pass*  
 Dy. Clk. & Ex-Off. Recorder

*Received of Mrs. Frances Ballew White the sum of \$1034.37 representing balance due after all due costs of the Court.*  
*Notary Public*  
*July 1, 1957*



Title

8761297

ALB

580958

797

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA  
MAY 2 3 25 PM '67  
BY *Mary D. Newman*  
CLERK  
BK 8761297

STATE OF LOUISIANA  
PARISH OF OUACHITA

BEFORE ME, the notary public in and for the above Parish and State, personally came and appeared MRS. FRANCES BALLEW WHITE, to me well known, a resident of the Parish of Ouachita, Louisiana, who after being duly sworn, did depose and state:

That she is the surviving spouse and widow of James E. White, who died March 8, 1957, while domiciled in the Parish of Ouachita, Louisiana.

That James Edward White was married three times, first to Margie Gunderman from whom he was divorced, second to May Hunter from whom he was divorced, both of which marriages and divorces took place in the State of Texas; that there was one child born of the marriage between James E. White and Margie Gunderman, namely, Joseph Edward White, Jr., who was born in Dallas, Texas on March 3, 1922, and presently resides in Cincinnati, Ohio.

That there were no children born issue of the marriage between James Edward White and May Hunter.

That your affiant married James Edward White January 23, 1932 in Bryan County, Oklahoma. Subsequent to this marriage your affiant and her husband, James Edward White, moved to Ouachita Parish, Louisiana, where they resided together as man and wife until the death of James E. White March 8, 1957.

That your affiant has never remarried and is presently living in Ouachita Parish, Louisiana.

*Mrs. Frances Ballew White*  
Mrs. Frances Ballew White

SWORN TO AND SUBSCRIBED before me this 21 day of April, 1967.

*Mary D. Newman*  
Notary Public

A true record May 2, 1967

*Mary D. Newman*  
Dy. Clk. & Ex-Officio Recorder



798

580959

FILED & RECORDED  
 DEED & RECORDS  
 OUACHITA PARISH, LA.  
 MAY 2 3 35 PM '67  
 BY *Secretary of County*  
 OF  
 CEN. BR. 876 P

STATE OF OHIO

COUNTY OF *Hamilton*

BEFORE ME, the undersigned authority and notary public and for the above county and state personally came and appeared JOSEPH EDWARD WHITE, JR., to me well known, residing at 2433 Vera Avenue, Cincinnati, Ohio, who after being duly sworn, did depose and state:

That he is the son of James E. White and Margie A. Gunderman, who married each other June 15, 1921 in Eastland County, Texas; that your affiant was the only issue of said marriage and your affiant was born March 3, 1922, at Baylor Hospital in the City of Dallas, State of Texas. That affiant's father, James E. White was granted a divorce from Margie A. Gunderman, November 23, 1923 in the Ninety-Fifth Judicial District Court in and for Dallas County, Texas, in the case entitled Margie White against No. 47056-A/D J. E. White.

Affiant states that subsequent to his father's divorce from Margie A. Gunderman he married May Hunter from whom he was divorced in the State of Texas about 1931. Affiant states that there were no children born issue of the marriage between his father, James Edward White and May Hunter.

Affiant states that subsequent to his father's divorce from May White that he married Frances Ballew January 23, 1932 in Bryan County, Oklahoma, of which marriage no children were born. Affiant states that his father, James E. White, died in Ouachita Parish, Louisiana, March 8, 1957 and that Frances Ballew White, his widow, has never remarried and is presently living in Ouachita Parish, Louisiana.

*Joseph Edward White Jr.*  
 Affiant

SWORN TO AND SUBSCRIBED before me this *5th* day of

*April*, 1967.

ANN JOHANTGES, Notary Public  
 My Commission Expires *3/1/68*

*Ann Johantges*  
 Notary Public

A true record May 2, 1967

*Mary D. Newman*  
 Dy. Clk. & Ex-Officio Recorder



580960

BE IT KNOWN, that on the days and dates hereinafter set forth, and in the presence of the undersigned competent witnesses, Said Notaries Public, duly commissioned and qualified as such, in and for their respective Counties, Parishes and States, there personally came and appeared:

MRS. FRANCES BALLEW WHITE, nee Ballew, widow and surviving spouse of James E. White, a resident of Ouachita Parish, Louisiana, being the owner of an undivided 17/24ths interest in the hereinafter described property; and

JOSEPH EDWARD WHITE, JR., a married man whose wife is Opal Fay White, nee Otto, a resident of Cincinnati, Ohio, whose mailing address is 2433 Vera Avenue, Cincinnati, Ohio, being the owner of an undivided 7/24ths interest in the hereinafter described property,

who declare and acknowledge that for the price and consideration and upon the terms and conditions hereunder expressed, said vendors have bargained and sold, and do by these presents bargain and sell, under all lawful warranties and with substitutions and subrogations to all rights and actions of warranty against all preceding owners and vendors unto

R. FRED PETTY, married to Allyne Haynes Petty, nee Haynes, a resident of the Parish of Ouachita, State of Louisiana, whose mailing address is P. O. Box 1812, Monroe, Louisiana,

here present, purchasing and accepting and acknowledging delivery and possession of the following described property, to-wit:

Lot 1 of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana, established by act recorded in Conveyance Book 68, page 179, as per plat of survey of said subdivision recorded in Plat Book 5, page 19, records of Ouachita Parish, Louisiana, said lot containing 160 acres, more or less, and also all of that triangular strip of ground adjacent to the above tract lying North of the V. S. & P. Railroad Company's right of way in Section 6, T. 17N, R. 5E, containing 5.97 acres as per plat in Plat Book 5, page 19, and being the same property inherited in the Succession of James E. White as per judgment signed July 1, 1957, of the Fourth District Court, Ouachita Parish, Louisiana, in re Succession of James E. White, Probate Docket No. 52,329, recorded Conveyance Book 622, page 26 of the records of Ouachita Parish, Louisiana, less and except that certain 0.275 acre tract sold by Mrs. Frances B. White and Joseph Edward White, Jr., to Dept. of Highways, State of Louisiana, as per act of sale dated May 14, 1965, recorded in Conveyance Book 832, page 613, records of Ouachita Parish, Louisiana, said two tracts comprising 165.695 acres more or less.



To have and to hold the said conveyed property unto the said purchaser, his heirs and assigns, in full property forever, with full and general warranty of title, and with full subrogation to all the rights of warranty and all other rights as held by said vendor.

The price for which the above sale is made is the sum of EIGHTY FOUR THOUSAND THREE HUNDRED THIRTY FIVE AND 77/100 (\$84,335.77) DOLLARS, of which the sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, is cash in hand paid, receipt of which is hereby acknowledged and full acquittance granted therefor, and the balance of SEVENTY FOUR THOUSAND THREE HUNDRED THIRTY FIVE AND 77/100 (\$74,335.77) DOLLARS, is represented by five (5) certain promissory notes of even date herewith, numbered serially 1 through 5, the first four (4) notes in the principal amount of \$15,000.00, with five per cent (5%) per annum interest from March 1, 1968, until paid, due and payable to vendors on March 1st of each successive year thereafter, and the fifth or final note, in the principal amount of \$14,335.77, being due on March 1, 1972, interest payable annually on all of said notes, and same being made payable to the order of these vendors, which notes after having been duly paraphed "Ne Varietur" by me, said Notary, for identification herewith has been delivered to said vendors, here present, acknowledging receipt thereof, and accepting these presents.

And the said purchaser further declared that said purchaser does by these presents bind and obligate said purchaser to pay and reimburse all such lawyer's and attorney's fees, together with all such costs, charges, and expenses as the present or any future owner or owners of said indebtedness, represented as aforesaid, shall or may incur or pay in the event of the non-payment of said indebtedness, or any part thereof, at maturity, or in case it should become necessary to place said indebtedness, or any part thereof, in the hands of an attorney at law for collection, suit or otherwise, said attorney's fees, however, to be fixed at ten (10%) per cent on the amount due or so in suit.



Now, therefore, in order to secure the full and final payment of said unpaid purchase price, represented as aforesaid, in principal and interest, together with all costs, including the attorney's fees herein stipulated, the said purchaser grants and the vendor retains a special mortgage with vendor's lien and privilege on the property herein conveyed in favor of said vendor and the future owner or owners of said indebtedness, or any part thereof, until the same shall have been fully paid and satisfied in principal and interest, it being agreed and stipulated that said property shall not be sold, alienated, or encumbered to the prejudice of these presents. And it is further agreed and stipulated that in the event that said indebtedness, or any part thereof, represented as aforesaid, shall not be punctually paid at its maturity, and according to its tenor, it shall be lawful for the property hereinbefore described and herein sold and mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable in cash; the said purchaser hereby expressly dispensing with all and every appraisement thereof, and hereby confessing judgment in favor of the said vendor, and such person or persons who may be the future owner or owners of said indebtedness, or any part thereof, represented as aforesaid, for the full amount thereof, principal and interest, together with all costs, including the attorney's fees herein stipulated.

The purchaser shall pay all taxes assessed, or that may be assessed, against the property herein sold and mortgaged, promptly and before they become delinquent, and until the payment of all of said indebtedness, and shall keep the buildings and improvements thereon, and that may be placed thereon, constantly insured against loss by fire in the full insurable value, in good and solvent insurance companies, and until the payment of all of said indebtedness, and shall transfer and deliver the policies and renewals of such insurance to the present vendors, or any future owner or owners of said indebtedness, in default whereof, said vendors, or any future owner or owners of

said indebtedness, or any part thereof is hereby authorized at his option, to pay said taxes, and to have such insurance made and effected, at the costs and expense of the said purchaser, and it is agreed and stipulated that all sums so expended in paying said taxes, and in effecting and keeping in force said insurance, shall bear interest at the rate of (8%) per cent per annum from date of disbursement until paid, and shall be secured by the mortgage herein granted.

Any failure on the part of the purchaser to pay said taxes, or to effect and keep in force said insurance, as herein provided, to pay said indebtedness, or any part thereof, or the interest thereon promptly when due, shall ipso facto, and without any demand or putting in default, cause all of said indebtedness to become immediately due and exigible.

The certificate of mortgage required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by consent of the parties hereto.

It is agreed and understood between the parties hereto, that taxes for the year 1967 covering the property conveyed herein, will be paid by the vendors and that the vendors will be entitled to receive all agriculture rents from the property for the year 1967.

THUS DONE AND EXECUTED BY MRS. FRANCES BALLEW WHITE, at Monroe, Parish of Ouachita, State of Louisiana, in the presence of the undersigned Notary Public and attesting witnesses on this 21 day of April, 1967.

WITNESSES:

*Frances Ballew White*  
MRS. FRANCES BALLEW WHITE

*Notary Public*  
NOTARY PUBLIC

THIS DONE AND EXECUTED BY JOSEPH EDWARD WHITE, JR., at Cincinnati, County of Hamilton, State of Ohio, in the presence of the undersigned Notary Public and attesting witnesses on this 18<sup>th</sup> Day of April, 1967.

WITNESSES:

Ed Berner

Joseph Edward White Jr  
JOSEPH EDWARD WHITE, JR.

Natalie M. Hof

EDWARD V. BERNERT  
Notary Public, Hamilton County, Ohio  
My Commission Expires Jan. 31, 1972

Edward V. Berner  
NOTARY PUBLIC

THIS DONE AND EXECUTED BY R. FRED PETTY, at Monroe, Parish of Ouachita, State of Louisiana, in the presence of the undersigned Notary Public and attesting witnesses on this May 2 day of May, 1967.

WITNESSES:

[Signature]  
[Signature]

R. Fred Petty  
R. FRED PETTY

Nancy Robertson J.  
NOTARY PUBLIC



This is to certify that All Parish and State Taxes on property described herein have been paid for the years 1964, 1965 & 1966

E. Walker  
Deputy Tax Collector.

A true record May 2, 1967

Mary S. Newman  
By. Clk. & Ex-Officio Recorder



True

968/515

ARB

648699

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA.

515

STATE OF LOUISIANA,  
PARISH OF OUACHITA.

BE IT KNOWN, That on this the 24 day of February A. D.,  
nineteen hundred and seventy-two, before me, Johnnie Lee Burger,  
a duly commissioned, qualified and acting Notary Public, in and for the said  
Parish and State, PERSONALLY came and appeared:

R. FRED PETTY, a married man whose wife is ALLYNE PETTY,  
nee Haynes, a resident of the Parish of Ouachita, State of Louisiana,  
whose mailing address is Post Office Box 1812, Monroe, Louisiana 71201,

who declared and acknowledged that for the price hereinafter expressed he has  
sold, conveyed and delivered, and by these presents does sell, bargain, trans-  
fer, assign, set over and deliver unto:

BEN F. MARSHALL, a married man whose wife is JOY MARSHALL  
nee Harper, and the said JOY HARPER MARSHALL; and

JACK R. TAYLOR, a married man whose wife is MARILYN TAYLOR  
nee Marshall, and the said MARILYN MARSHALL TAYLOR,

present, and accepting this sale for themselves, their heirs, assigns the  
following property together with the improvements and appurtenances there-  
unto belonging, situated in Ouachita Parish, Louisiana, to-wit:

An undivided one-half interest in:

Lot 1 of Swenson's Subdivision of Killoden Plantation, Ouachita  
Parish, Louisiana, established by act recorded in Conveyance  
Book 68, page 179, as per plat of survey of said subdivision  
recorded in Plat Book 5, page 19, records of Ouachita Parish,  
Louisiana, said lot containing 160 acres, more or less, and  
also all of that triangular strip of ground adjacent to the above  
tract lying North of the V. S. & P. Railroad Company's right  
of way in Section 6, T. 17N, R. 5E, containing 5.97 acres as  
per plat in Plat Book 5, page 19, and being the same property  
inherited in the Succession of James E. White as per judgment  
signed July 1, 1957, of the Fourth District Court, Ouachita  
Parish, Louisiana, in re Succession of James E. White, Probate  
Docket No. 52,329, recorded Conveyance Book 622, page 26 of  
the records of Ouachita Parish, Louisiana, less and except that  
certain 0.275 acre tract sold by Mrs. Frances B. White and  
Joseph Edward White, Jr., to Department of Highways, State  
of Louisiana, as per act of sale dated May 14, 1965, recorded  
in Conveyance Book 832, page 613, records of Ouachita Parish,  
Louisiana, said two tracts comprising 165.695 acres more or  
less.

To have and to hold the said conveyed property unto the said purchasers, their heirs and assigns, in full property forever, with full and general warranty of title, and with full subrogation to all the rights of warranty and all other rights as held by said vendor.

The price for which the above sale is made is the sum of FORTY-TWO THOUSAND ONE HUNDRED SIXTY-SEVEN AND 88/100 DOLLARS (\$42,167.88), of which sum TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00) is paid in cash, receipt of which is hereby acknowledged, and the balance, EIGHTEEN THOUSAND ONE HUNDRED SIXTY-SEVEN AND 88/100 DOLLARS (\$18,167.88) is represented by one promissory note bearing five per cent (5%) interest, due a year from date and signed by the vendees to the order of the vendor, which note after having been duly paraphed "Ne Varietur" by me, said Notary, for identification herewith has been delivered to said vendor, here present acknowledging receipt thereof, and accepting these presents.

And the said purchasers further declared that said purchasers do by these presents bind and obligate said purchasers to pay and reimburse all such lawyer's and attorney's fees, together with all such costs, charges, and expenses as the present or any future owner or owners of said indebtedness, represented as aforesaid, shall or may incur or pay in the event of the non-payment of said indebtedness or any part thereof, at maturity, or in case it should become necessary to place said indebtedness, or any part thereof, in the hands of an attorney at law for collection, suit or otherwise, said attorney's fees, however, to be fixed at ten (10%) per cent on the amount due or so in suit.

Now, therefore, in order to secure the full and final payment of said unpaid purchase price, represented as aforesaid, in principal and interest, together with all costs, including the attorney's fees herein stipulated, the said purchasers grant and the vendor retains a special mortgage with vendor's lien and privilege on the property herein conveyed in favor of said vendor and

the future owner or owners of said indebtedness, or any part thereof, until the same shall have been fully paid and satisfied in principal and interest, it being agreed and stipulated that said property shall not be sold, alienated, or encumbered to the prejudice of these presents. And it is further agreed and stipulated that in the event that said indebtedness, or any part thereof, represented as aforesaid, shall not be punctually paid at its maturity, and according to its tenor, it shall be lawful for the property hereinbefore described and herein sold and mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable in cash; the said purchasers hereby expressly dispensing with all and every appraisement thereof, and hereby confessing judgment in favor of the said vendor, and such person or persons who may be the future owner or owners of said indebtedness, or any part thereof, represented as aforesaid, for the full amount thereof, principal and interest, together with all costs, including the attorney's fees herein stipulated.

The purchasers shall pay all taxes assessed, or that may be assessed, against the property herein sold and mortgaged, promptly and before they become delinquent, and until the payment of all of said indebtedness, in default whereof, said vendor, or any future owner or owners of said indebtedness, or any part thereof, is hereby authorized at his option, to pay said taxes, at the cost and expense of the said purchasers, and it is agreed and stipulated that all sums so expended in paying said taxes, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement until paid, and shall be secured by the mortgage herein granted.

Any failure on the part of the purchasers to pay said taxes, as herein provided, to pay said indebtedness, or any part thereof, or in the interest thereon promptly when due, shall ipso facto, and without any demand or putting in default, cause all of said indebtedness to become immediately due and exigible.



The certificate of mortgage required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by consent of the parties hereto.

THUS DONE, READ AND PASSED, at my office, in the city of

Monroe, Parish and State aforesaid, in the presence of

NANCY LAWTON and JENNINGS H. WILKINS

competent witnesses, who have hereunto signed their names with the parties,

and me, said Notary, the day, month, and year first above written.

Nancy Lawton  
Witness

R. H. Petty  
Vendor

Jennings H. Wilkins  
Witness

Sam M. Marshall  
Vendee

Maullyn M. Taylor  
Vendee

James R. Taylor  
Vendee

Wm. Harper Marshall  
Vendee

Johnnie Sue Branger  
Notary Public



Tofu

1224/515

A&B

836018

515

THE FOURTH JUDICIAL DISTRICT COURT  
OF THE PARISH OF OUACHITA  
STATE OF LOUISIANA

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA.  
MAY 26 4 43 PM '81  
BY *[Signature]*  
Don BN 1224 P

THE SUCCESSION OF  
PROBATE NO. 127281  
JACK ROBERT TAYLOR

FILED: May 26, 1981

*[Signature]*  
DEPUTY CLERK OF COURT

JUDGMENT OF POSSESSION

Considering the testament of the deceased which has been probated, the petition for possession and the record of this proceeding, satisfactory due proof having been submitted to the Court that the inheritance taxes due by the legatees have been paid, the law and the evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED that:

I. The confirmation and qualification of the Co-Executrices and an administration of this succession are dispensed with;

II. MARILLYN MARSHALL TAYLOR is recognized as the surviving spouse in community with the deceased, JACK ROBERT TAYLOR, and, as such, the owner and sent into possession of an undivided one-half ( $\frac{1}{2}$ ) interest in all of the property belonging to the community of acquets and gains formally existing between her and the deceased, and of the usufruct of the community property belonging to the succession of the deceased for the remainder of her life; and is further recognized as the legatee of the disposable portion of the deceased's estate which is one-third ( $\frac{1}{3}$ ) or three-ninths ( $\frac{3}{9}$ ) of his one-half ( $\frac{1}{2}$ ) interest in community property and, as such, becomes the owner and sent into possession in her respective interest of the following described property; including, but not limited to, the property described in Paragraph III below:

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ITEM OF PROPERTY & LOCATION

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16. Lot 6 of Square 5 of Fairview Subdivision of Pargoud Plantation as per plat recorded in Plat Book 3, Page 27, records of Ouachita Parish, Louisiana.
  
17. Undivided one-half ( $\frac{1}{2}$ ) interest in and to the following described property:  
  
 Lots 12 & 13 of the Roselawn Plaza Subdivision as per plat of said subdivision on file in Plat Book 11, Page 3, records of Ouachita Parish, Louisiana.  
  
 \$85,000.00 less 20% valuation discount
  
18. An undivided one-fourth ( $\frac{1}{4}$ ) interest in and to the following described property:  
  
 Lot 1 of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana established by act recorded in Conveyance Book 68, Page 179; as per plat of survey of said subdivision recorded in Plat Book 5, Page 19, records of Ouachita Parish, Louisiana, said lot containing 160 acres, more or less, AND ALSO all that triangular strip of land adjacent to the above tract lying North of V.S. & P. Railroad Company's right-of-way in Section 6, T17N, R5E, containing 5.97 acres as per plat in Plat Book 5, Page 19 and being the same property inherited in the Succession of James E. White as per judgment signed July 1, 1957 in the 4th District Court, Ouachita Parish, Louisiana, in re, Succession of James E. White, Probate #52,329 recorded in Conveyance Book 622, Page 26, records of Ouachita Parish, Louisiana, less and except that certain 0.275 acre tract sold by Mrs. Francis B. White and Joseph Edward White, Jr. to the Department of Highways, State of Louisiana, as per Act of Sale dated May 14, 1965, recorded in Conveyance Book 832, Page 613, records of Ouachita Parish, Louisiana, said two tracts comprising 165.695 acres, more or less.  
  
 Farm Rent received on the above described property for the year 1980.

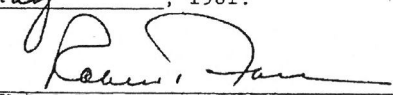


ITEM OF PROPERTY & LOCATION

19. Coin Collection (see attached itemized list)
20. Household effects & belongings located at 2311 Marie Place, Monroe, Louisiana

IV. All banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit or in their possession, or under their control, any money, credits, stocks, dividends, bonds, or other property belonging to the estate of the deceased, JACK ROBERT TAYLOR, are hereby required to deliver or pay to MARILLYN MARSHALL TAYLOR, JACK ROBERT TAYLOR, JR., MARY ELIZABETH TAYLOR GARRISON and FREDERICK BENJAMIN TAYLOR as set forth in Paragraphs II and III of this judgment.

JUDGMENT READ AND SIGNED in Chambers in the City of Monroe, Louisiana, this 26<sup>th</sup> day of May, 1981.

  
J U D G E

Tide

1259/611, A.B.

857500

611

QUIT CLAIM DEED  
BY VICKI MCDUFFIE TAYLOR  
TO JACK ROBERT TAYLOR, JR.

UNITED STATES OF AMERICA  
STATE OF ALABAMA  
COUNTY OF WINSTON

BE IT KNOWN, that on this 22nd day of July,  
in the year of our Lord one thousand nine hundred and eighty-two,  
BEFORE ME, Flo Rogers, a Notary Public,  
duly commissioned and qualified in and for the County of Winston,  
State of Alabama, therein residing, and in the presence of one  
witnesses hereinafter named and undersigned, personally came  
appeared:

VICKI MCDUFFIE TAYLOR, nee MCDUFFIE, a person of the  
full age of majority, a resident of and domiciled in  
Winston County, Alabama, whose mailing  
address is 1705 31st Street, Haleyville, Alabama,  
35565, hereinafter referred to as vendor

does by these presents sell, transfer, assign, quitclaim, release  
and relinquish unto

JACK ROBERT TAYLOR, JR., a person of the full age  
of majority domiciled in and a resident of  
Winston County, Alabama, and whose  
mailing address is Rt 4, Box 380X-1, Haleyville,  
Alabama, 35565,

all of the right, title and interest which I may have in and to the  
following described property, to-wit:

- (1) Jack Robert Taylor, Jr. Trust Fund Account #1-03248-00,  
located in Ouachita National Bank, Monroe, LA.
- (2) Lot 6 of Square 5 of Fairview Subdivision of  
Pargoud Plantation as per plat recorded in  
Plat Book 3, page 27, records of Ouachita  
Parish, Louisiana.
- (3) Undivided one-half (1/2) interest in and to  
the following described property:  
Lots 12 & 13 of the Roselawn Plaza Subdivision  
as per plat of said subdivision on file in  
Plat Book 11, page 3, records of Ouachita  
Parish, Louisiana.
- (4) An undivided one-fourth (1/4) interest in and  
to the following described property:  
Lot 1 of Swenson's Subdivision of Killoden  
Plantation, Ouachita Parish, Louisiana,  
established by act recorded in Conveyance  
Book 68, page 179; as per plat of survey  
of said subdivision recorded in Plat Book 5,  
page 19, records of Ouachita Parish,  
Louisiana, said lot containing 160 acres,  
more or less, AND ALSO all that triangular

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OUACHITA PARISH, LA  
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FLO ROGERS  
NOTARY PUBLIC

strip of land adjacent to the above tract lying North of V. S. & P. Railroad Company's right-of-way in Section 6, T17N, R5E, containing 5.97 acres as per plat in Plat Book 5, page 19 and being the same property inherited in the Succession of James E. White as per judgment signed July 1, 1957 in the Fourth Judicial District Court, Ouachita Parish, Louisiana, in re, Succession of James E. White, Probate #52,329 recorded in Conveyance Book 622, page 26, records of Ouachita Parish, Louisiana, less and except that certain 0.275 acre tract sold by Mrs. Francis B. White and Joseph Edward White, Jr. to the Department of Highways, State of Louisiana, as per Act of Sale dated May 14, 1965, recorded in Conveyance Book 832, page 613, records of Ouachita Parish, Louisiana, said two tracts comprising 165.695 acres, more or less.

- (5) An undivided 8/111.49 interest in an undivided 1/2 interest in and to Lot No. 7, being the SW 1/4 of NW 1/4, and all of that part of NW 1/4 of NW 1/4 lying South of U. S. Highway 80, Section 29; Lot No. 8, being all of that part of W 1/2 of E 1/2 of NW 1/4, Section 29, lying South U. S. Highway 80; Lot No. 9, being all that part of E 1/2 of the E 1/2 of NW 1/4 of Section 29, lying South of U. S. Highway 80, all in Township 18 North, Range 5 East, said tracts of land being situated in Ouachita Parish, and being designated as Lots Nos. 7, 8, and 9, respectfully, on the plat of survey made by Conrad Cage, Jr., Monroe, Louisiana, dated September 28, 1936, which is recorded in Plat Book 5, page 22 of the records of Ouachita Parish, Louisiana, reference to which is hereby made, being situated in Ouachita Parish, Louisiana, acquired by R. Fred Petty from Stella Reily Dryburgh in the County of Calhoun, State of Alabama by deed of December 3, 1970, in Conveyance Book 943, page \_\_\_\_\_, of the records of Ouachita Parish, Louisiana, subject to any and all recorded and effective right of way, mineral or surface leases.
- (6) An undivided One-Third (1/3) interest each in and to the following described property:  
 Lot Nine (9) of the Roselawn Plaza  
 Subdivision as per plat of said subdivision on file in Plat Book Eleven (11), page Three (3) of the records of Ouachita Parish, Louisiana.
- (7) Commencing at the Northwest corner of Section 29, Township 18 North, Range 5 East, thence South 00 degrees 14 minutes East for 253.00 feet to the South right-of-way of U. S. Highway 80 and the POINT OF BEGINNING; thence South 67 degrees 16 minutes 48 seconds East along said South right-of-way for 2868.30 feet; thence South 00 degrees 19 minutes 36 seconds East for 526.59 feet; thence South 89 degrees 48 minutes 42 seconds West for 2642.06 feet; thence North 00 degrees 14 minutes West for 1643.09 feet along Milhaven Road back to the POINT OF BEGINNING, said tract of land contains 65.75 acres of land and is located in Section 29, Township 18 North, Range 5 East, Ouachita Parish, Louisiana.



This quitclaim deed is made and accepted for and in consideration of the price and sum of One Hundred and other valuable considerations DOLLARS, cash in hand paid, receipt whereof is hereby acknowledged and full acquittance and discharge therefor given.

TO HAVE AND TO HOLD the same unto the said Jack Robert Taylor, Jr., his heirs, successors and assigns forever, without any warranty, whatsoever, of any nature or description, even for the return of the purchase price, but with full substitution and subrogation in and to all rights and actions of warranty which I may have against all preceeding owners or vendors whomsoever.

Vendor and vendee have been married but once and then to each other from whom they were divorced by Judgment rendered on May 5, 1982 in the matter styled, "VICKI M. TAYLOR VS. JACK ROBERT TAYLOR, JR. ", DR#82-25075, Circuit Court of Winston County, Alabama. Neither vendor nor Vendor has ever remarried.

THUS DONE AND PASSED in my office in Haleyville, Alabama, on the day, month and year herein first above written, in the presence of Jerry W. Jackson and Polly Christain, competent witnesses, who hereunto sign their names with the said appearers and me, Notary Public, after reading of the whole.

WITNESSES:

*Polly Christain*  
*Jerry W. Jackson*

*Vicki McDuffie Taylor*  
VICKI MCDUFFIE TAYLOR  
*Jack Robert Taylor Jr.*  
JACK ROBERT TAYLOR, JR.

*Ala Rogers*  
NOTARY PUBLIC

My commission expires

6-11-84

Tollu

1311/700 ALB

700

892721

STATE OF LOUISIANA

PARISH OF OUACHITA

ACT OF DONATION

BE IT KNOWN, That on this 27th day of February, 1984,  
before me, a Notary Public, duly commissioned and qualified  
and for the Parish of Ouachita, State of Louisiana, therein resid-  
ing, and in the presence of the witnesses hereinafter named, and  
undersigned, personally came and appeared:

R. FRED PETTY and his wife, ALLYNE HAYNES PETTY,  
nee Haynes,

who declared that the community of acquets and gains existing between  
them, is the owner of the property described herein below; and said  
Appearers further declared that in consideration of the love and  
affection which they bear for their grandchildren:

JACK ROBERT TAYLOR, a single man; MARY ELIZABETH  
TAYLOR GARRISON, a divorced woman; FREDERICK  
BENJAMIN TAYLOR, a married man living separate  
and apart from his wife, Rebecca Taylor; VIVIAN  
ALLYNE MARSHALL HOLLIS, a married woman whose  
husband is Tom Hollis; BENJAMIN FRANKLIN MARSHALL,  
IV, a single man; and, MARGARET HARPER MARSHALL,  
a single woman, whose mailing address is 2010  
Pargoud Boulevard, Monroe, Louisiana 71201,

and to improve their financial condition, and with the express condi-  
tion that neither of said Donors shall enjoy any usufruct thereof,  
especially that granted under the laws of the State of Louisiana, they  
have given, donated and delivered, and do by this formal act of dona-  
tion irrevocably give and donate inter vivos and deliver unto their  
grandchildren, share and share alike, the following described property,  
to-wit:

"An undivided one-half (1/2) interest in and to Lot 1 of  
Swenson's Subdivision of Killoden Plantation, Ouachita  
Parish, Louisiana, established by act recorded in Con-  
veyance Book 68, Page 179, as per plat of survey of said  
subdivision recorded in Plat Book 5, Page 19, records of  
Ouachita Parish, Louisiana, said lot containing 160 acres,  
more or less, and also all of that triangular strip of  
ground adjacent to the above tract lying North of the  
V. S. & P. Railroad Company's right-of-way in Section 6,  
Township 17 North, Range 5 East, containing 5.97 acres,  
more or less, and being the same property inherited in  
the Succession of James E. White as per judgment signed  
July 1, 1957, of the Fourth District Court, Ouachita  
Parish, Louisiana, in re Succession of James E. White,  
Probate Docket No. 52,329, recorded in Conveyance Book  
622, Page 26, of the records of Ouachita Parish, Louisi-  
ana, said two tracts comprising 165.695 acres, more or  
less."

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OUACHITA PARISH, LA.  
FEB 28 11 39 AM '84

And the said Donors do further declare that the said above described property has been donated to their said grandchildren in full ownership.

And now JACK ROBERT TAYLOR, MARY ELIZABETH TAYLOR GARRISON, FREDERICK BENJAMIN TAYLOR, VIVIAN ALLYNE MARSHALL HOLLIS, BENJAMIN FRANKLIN MARSHALL, IV, and MARGARET HARPER MARSHALL, all persons of the full age of majority, and residents of and domiciled in Ouachita Parish, Louisiana, do hereby personally appear in the presence of the undersigned witnesses and me, Notary, and accept the said donation made to them aforesaid, for themselves and their heirs, successors and assigns, and acknowledge due delivery and possession of the above described property so donated to them.

TO HAVE AND TO HOLD the above described property unto the said Donees and their respective heirs and assigns forever.

Said parties estimate the value of the property donated to each Donee to be of a value of \$20,500.00, for a total of \$123,000.00.

THUS DONE AND PASSED in the presence of the two undersigned, legal and competent witnesses and Notary Public on this, the 27th day of February, 1984.

WITNESSES:

*[Signature]*  
*[Signature]*

<i>[Signature]</i>	R. FRED PETTY -	Donor
<i>[Signature]</i>	ALLYNE HAYNES PETTY	Donor
<i>[Signature]</i>	JACK ROBERT TAYLOR	Donee
<i>[Signature]</i>	MARY ELIZABETH TAYLOR GARRISON	Donee
<i>[Signature]</i>	FREDERICK BENJAMIN TAYLOR	Donee
<i>[Signature]</i>	VIVIAN ALLYNE MARSHALL HOLLIS	Donee
<i>[Signature]</i>	BENJAMIN FRANKLIN MARSHALL, IV	Donee
<i>[Signature]</i>	MARGARET HARPER MARSHALL	Donee

NOTARY PUBLIC



Title

1333 / 351 ALB

907379

351

STATE OF LOUISIANA

PARISH OF OUACHITA

ACT OF DONATION

BE IT KNOWN, That on this 2nd day of January, 1988, before me, a Notary Public, duly commissioned and qualified, in and for the Parish of Ouachita, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

R. FRED PETTY and his wife, ALLYNE HAYNES PETTY,  
nee Haynes,

who declared that the community of acquets and gains existing between them, is the owner of the property described herein below; and said Appearers further declared that in consideration of the love and affection which they bear for their grandchildren:

JACK ROBERT TAYLOR, a single man; MARY ELIZABETH TAYLOR GARRISON, a divorced woman; FREDERICK BENJAMIN TAYLOR, a married man living separate and apart from his wife, Rebecca Taylor; VIVIAN ALLYNE MARSHALL HOLLIS, a married woman whose husband is Tom Hollis; BENJAMIN FRANKLIN MARSHALL, IV, a single man; and, MARGARET HARPER MARSHALL, a single woman, whose mailing address is 2010 Pargoud Boulevard, Monroe, Louisiana 71201,

and to improve their financial condition, and with the express condition that neither of said Donors shall enjoy any usufruct thereof, especially that granted under the laws of the State of Louisiana, they have given, donated and delivered, and do by this formal act of donation irrevocably give and donate inter vivos and deliver unto their grandchildren, share and share alike, the following described property, to-wit:

"All of their right, title and interest in and to Lot 1 of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana, established by act recorded in Conveyance Book 68, Page 179, as per plat of survey of said subdivision recorded in Plat Book 5, Page 19, records of Ouachita Parish, Louisiana, and also all of that triangular strip of ground adjacent to the above tract lying North of the V. S. & P. Railroad Company's right-of-way in Section 6, Township 17 North, Range 5 East, and being the same property inherited in the Succession of James E. White as per judgment signed July 1, 1957, of the Fourth District Court, Ouachita Parish, Louisiana, in re Succession of James E. White, Probate Docket No. 52,329, recorded in Conveyance Book 622, Page 26 of the records of Ouachita Parish, Louisiana."

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA.  
JAN 9 1 27 PM 1988  
BY Pamela Davis  
Clerk

And the said Donors do further declare that the said above described property has been donated to their said grandchildren in full ownership.

And now JACK ROBERT TAYLOR, MARY ELIZABETH TAYLOR GARRISON, FREDERICK BENJAMIN TAYLOR, VIVIAN ALLYNE MARSHALL HOLLIS, BENJAMIN FRANKLIN MARSHALL, IV, and MARGARET HARPER MARSHALL, all persons of the full age of majority, and residents of and domiciled in Ouachita Parish, Louisiana, do hereby personally appear in the presence of the undersigned witnesses and me, Notary, and accept the said donation made to them aforesaid, for themselves and their heirs, successors and assigns, and acknowledge due delivery and possession of the above described property so donated to them.

TO HAVE AND TO HOLD the above described property unto the said Donees and their respective heirs and assigns forever.

Said parties estimate the value of the property donated to each Donee to be of a value of \$20,000.00, for a total of \$120,000.00.

THUS DONE AND PASSED in the presence of the two undersigned, legal and competent witnesses and Notary Public on this, the 2nd day of January, 1985.

WITNESSES:

*William Hoffmann*  
*Leo Crawford*

*R. Fred Petty* Donor  
R. FRED PETTY - Donor  
*Allyne Haynes Petty* Donor  
ALLYNE HAYNES PETTY - Donor  
*Jack Robert Taylor* Donee  
JACK ROBERT TAYLOR - Donee  
*Mary Elizabeth Taylor Garrison* Donee  
MARY ELIZABETH TAYLOR GARRISON - Donee  
*Frederick Benjamin Taylor* Donee  
FREDERICK BENJAMIN TAYLOR - Donee  
*Vivian Allyne Marshall Hollis* Donee  
VIVIAN ALLYNE MARSHALL HOLLIS - Donee  
*Benjamin Franklin Marshall, IV* Donee  
BENJAMIN FRANKLIN MARSHALL, IV - Donee  
*Margaret Harper Marshall* Donee  
MARGARET HARPER MARSHALL - Donee

*Don Marshall*  
NOTARY PUBLIC



T.46

1438 / 319

ALB

319

384876

DONATION INTER VIVOS

STATE OF LOUISIANA  
PARISH OF OUACHITA

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA.  
APR 18 3 13 PM '88  
BY *[Signature]*  
Clerk BK 1438 p 1

BE IT KNOWN on this 13<sup>th</sup> day of April, 1988, before me, the undersigned, Notary, duly commissioned and qualified, in and for the Parish and State aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned personally came and appeared:

BENJAMIN F. MARSHALL, III AND JOY H. MARSHALL (born Harper), husband and wife, major legal residents of and domicile in the Parish of Ouachita, State of Louisiana, whose permanent mailing address is 1412 Island Drive, Monroe, Louisiana 71201;

donors, of full age and of sound mind who declare that in consideration of the love and affection which they have for their son on hereinafter named, they do, by these presents, irrevocably donate inter vivos, give, grant, transfer, set over, and deliver unto:

BENJAMIN FRANKLIN MARSHALL, IV, a single man, a major legal resident of and domiciled in the Parish of Ouachita, with permanent mailing address at 1412 Island Drive, Monroe, Louisiana 71201;

the following described property and all improvements thereon:

TRACT ONE

An undivided 1/8 interest in and to Section 4, Township 17 North, Range 5 East, Ouachita Parish, Louisiana, less property expropriated in Conveyance Book 832, Page 404 of the records of Ouachita Parish, Louisiana.

and

TRACT TWO

An undivided 1/4 interest in and to Lot 1 of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana, established by act recorded in Conveyance Book 68, Page 179, as per plat of survey of said subdivision recorded in Plat Book 5, Page 19, records of Ouachita Parish, Louisiana, said lot containing 160 acres more or less, and also all of that triangular strip of ground adjacent to the above tract lying North of the V.S. and P. Railroad Company's right-of-way in Section 6, Township 17 North, Range 5 East, containing 5.97 acres, more or less, and being the same property inherited in the



Succession of James E. White as per judgment signed July 1, 1957, of the Fourth District Court, Ouachita Parish, Louisiana; In re: Succession of James E. White, Probate Docket No. 52,329 recorded in Conveyance Book 622, Page 26, of the records of Ouachita Parish, Louisiana, said two tracts comprising 165.695 acres, more or less.

TO HAVE AND TO HOLD unto donee, their heirs, successors and assigns forever.

THUS DONE, READ AND SIGNED at Monroe, Louisiana, on the day and date first written, in the presence of the two undersigned competent witnesses, who hear and to sign their names with said appearers and me, Notary.

John McManus

Benjamin F. Marshall, III  
BENJAMIN F. MARSHALL, III.  
DONOR

Barbara Bailey

Joy H. Marshall  
JOY H. MARSHALL, DONOR

Virginia L. Cason  
NOTARY PUBLIC

## ACCEPTANCE OF DONATION INTER VIVOS

STATE OF LOUISIANA

PARISH OF OUACHITA

Before me, the undersigned Notary, and in the presence of the two undersigned competent witnesses personally came and appeared:

BENJAMIN FRANKLIN MARSHALL, IV, a single man, a major legal resident of and domiciled in the Parish of Ouachita, with permanent mailing address at 1412 Island Drive, Monroe, Louisiana 71201;

donee, who declare that he has taken cognizance of the Act of Donation Inter Vivos by Benjamin Franklin Marshall, III and Joy H. Marshall past before Virginia L. Calhoun, Notary Public, dated the 12th day of April, 1988, of certain property described in said act, and he accepts said donation with gratitude.

THUS DONE, READ AND SIGNED at Lake Providence, Louisiana on the 13th day of April, 1988, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearer and me, Notary.

WITNESSES:

J. L. Lutz Jr.  
Sherry L. Kirksey

Benjamin F. Marshall IV  
BENJAMIN F. MARSHALL, IV

Wanda J. Townsend  
NOTARY PUBLIC

Title

1460/490

A&amp;B

1001387

STATE OF LOUISIANA

STATE OF ALABAMA

PARISH OF OUACHITA

COUNTY OF WINSTON

STATE OF LOUISIANA

STATE OF TENNESSEE

PARISH OF EAST CARROLL

COUNTY OF SHELBY

ACT OF EXCHANGE

BE IT KNOWN, that on the dates, at the places, and before the Notaries Public and witnessed hereinafter named and undersigned, personally came and appeared:

MARGARET HARPER MARSHALL BARR, (nee Marshall), who is married to Jesse S. Barr, a major legal resident of the County of Shelby, State of Tennessee, with permanent mailing address at 1967 Vinton, Memphis, Tennessee 38104;

MARY ELIZABETH TAYLOR GARRISON, (nee Taylor), who is divorced from Kenneth Garrison and is now single, a major legal resident of the Parish of Ouachita, State of Louisiana, with permanent mailing address at 2311 Marie Place, Monroe, Louisiana 71201;

VYVIAN ALLYNE MARSHALL HOLLIS, (nee Marshall), who is married to Thomas A. Hollis, and a major legal resident of the Parish of Ouachita, State of Louisiana, with permanent mailing address at 1412 Island Drive, Monroe, Louisiana 71201;

BENJAMIN F. MARSHALL, IV, a single man, a major legal resident of the Parish of Ouachita, State of Louisiana, with permanent mailing address at 1412 Island Drive, Monroe, Louisiana 71201;

JACK ROBERT TAYLOR, JR., a married man, who is married to Mary Lyle Longshore Taylor, (nee Longshore), a major legal resident of the County of Winston, State of Alabama, with permanent mailing address at 1705 31st Street, Haleyville, Alabama 35565;

MARILLYN MARSHALL TAYLOR, (nee Marshall), widow of Jack Robert Taylor, Sr., a single woman, and a major legal resident of the Parish of Ouachita, State of Louisiana, with permanent mailing address at 2311 Marie Place, Monroe, Louisiana 71201;

hereinafter referred to as "FIRST PARTY", whether one or more, who declared that they have and do by this act and these presents hereby, GRANT, BARGAIN, SELL, CONVEY, TRANSFER and DELIVER, with full guarantee of title, and with complete transfer and

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CLERK OF COURSE  
JAN 15 9 44 AM '83  
SHELBY COUNTY, TENN.



subrogation of all rights and actions in warranty against all former proprietors of the property herein conveyed, together with all rights of prescription whether acquisitive or liberative to which said FIRST PARTY may be entitled, unto:

PETTY COMPANY, a domestic corporation, with mailing address at 130 DeSiard, Suite 506, Monroe, Louisiana 71201, licensed to do and doing business in Louisiana and represented herein by its President, Benjamin F. Marshall, III, (a/k/a Ben F. Marshall)

hereinafter referred to as "SECOND PARTY", whether one or more, the following described real property, together with, and it being the intention of First Party to include herein and subject hereto, except as may herein be specifically excepted, all and singular, the rights and appurtenances now or hereafter in any wise appertaining thereto, and without limiting the generality hereof, all buildings and improvements, component parts and accessories, appurtenances and attachments, rights, ways, privileges, easements, servitudes, advantages, batture and batture rights, prescriptions and rights of prescription, timber, all forms of minerals, water, irrigation and drainage rights and all crop allotments thereunto belonging or in any wise appertaining, and all interest whatsoever owned by First Party in and to, or relating to any and all leases of oil, gas, sulphur, coal, lignite, sand, gravel or other minerals in the above described lands or any part of them, and any and all mineral and royalty rights it may have in any of said lands, including, but not limited to, bonuses, royalties, rentals and surface damages due or to become due under any mineral lease or leases upon said property, lying and being situated in the Parish of Ouachita, state of Louisiana, to-wit:

The property to be conveyed is described as follows:

TRACT ONE

Lot one of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana, established by Act recorded in Conveyance Book 68, page 179, as per plat of survey of said subdivision recorded in Plat Book 5, page 19, records of Ouachita Parish,

Louisiana, said lot containing 160 acres more or less, and also that triangular strip of ground adjacent to the above tract lying North of V.S. & P. Railroad Company's right of way in Section 6, T17N, R5E, containing 5.97 acres as per plat in Plat Book 5, page 19, and being the same property inherited as per judgment signed July 1, 1957, of the Fourth District Court, Ouachita Parish, Louisiana in re Succession of James E. White, Probate Docket No. 52.329, recorded in Conveyance Book 622, Page 26 of the records of Ouachita Parish, Louisiana, less and except that certain 0.275 acre tract sold by Mrs. Francis B. White and Joseph Edward White, Jr., to Department of Highways, State of Louisiana, as per act of sale dated May 14, 1965, recorded Conveyance Book 832, page 613, records of Ouachita Parish, Louisiana, said two tracts comprising 165.695 acres more or less.

#### TRACT TWO

That certain tract or parcel of ground being situated in Section 29, T18N, R5E, Ouachita Parish, Louisiana, and being more particularly described as containing 65.75 acres and 45.75 acres, as more particularly set forth on that certain plat of survey prepared by Jenkin, Lazenby, and Associates, Engineers - Architects - Planners, West Monroe, Louisiana, By Plat dated April 16, 1980, entitled "Partition of Lots 7, 8, and 9 of the Federal Land Bank's Subdivision for Ben Marshall", less and except following 7 acre tract:

Begin at the NW corner of Section 29, T18N, R5E, thence S 00° 14' E for 2220.02 feet; thence N 89° 48' 42" E for 40.00 feet to a point on the east right of way of Milhaven Road and the point of beginning; thence N 89° 48' 42" E for 785.35 feet; thence S 00° 14' E for 400.18 feet to the North right of way of Huenefeld Road; then S 89° 48' 42" W along North right of way for 624.26 feet; thence N 54° 23' 31" W along said North right of way for 198.72 to the East right of way of Milhaven Road; thence N 00° 14' W along said East right of way for 283.95 feet back to the Point of Beginning.

Less and except that portion sold to Franklin Insurance Agency, Inc.

This sale is made subject to all easements, servitudes, rights of way, mineral leases or mineral servitudes which may affect the above described property; however, no party hereto hereby in any wise acknowledges the validity of any such easement, or servitude, right of way, mineral lease, or mineral

servitude or contemplates or intends the interruption, suspension, acknowledgement, waiver or renunciation of any prescription which may be accruing or which may have accrued against said servitude or other such act.

TO HAVE AND TO HOLD the above described property unto said Second Party and its assigns forever.

The price and consideration of this Act of Exchange is declared by the parties hereto to be shares of Second Party corporation's stock:

<u>OWNER</u>	<u>SHARES RECEIVED</u>
Margaret Harper Marshall Barr	<del>1170</del>
Mary Elizabeth Taylor Garrison	<del>800</del>
Vyvian Allyne Marshall Hollis	<del>601</del>
Benjamin F. Marshall, IV	<del>200</del>
Jack Robert Taylor, Jr.	<del>200</del>
Marillyn Marshall Taylor	<del>200</del>

The total number of shares issued for this exchange is ~~2171~~ 3 shares of Petty Company common stock, receipt of which is hereby acknowledged and full discharge and acquittance granted the Second Party herein therefor.

The parties hereto accept this Act of Exchange in all its parts and clauses.

First Party advises that the property it is transferring is separate property from any community of acquets and gains having been acquired by the individuals through donation or inheritance.



THUS DONE AND PASSED at my office in Memphis,  
Tennessee, in the presence of Katherine A. McVea and  
Graham Fulton, competent and attesting witnesses, who  
sign these presents, together with said appearers, and with me,  
Notary, signing the same officially and affixing hereunto my seal  
of office on the 20<sup>th</sup> day of December, 1988,  
after a due reading of the whole.

WITNESSES:

Katherine A. McVea  
Graham S. Fulton

Margaret Harper Marshall Barr  
MARGARET HARPER MARSHALL BARR

Mark B. Smith  
NOTARY PUBLIC

MY COMMISSION EXPIRES JAN. 05, 1991 (S E A L)



THUS DONE AND PASSED at my office in Monroe,  
Louisiana, in the presence of Jolene Roberts and  
Cindy Woodham, competent and attesting witnesses, who  
sign these presents, together with said appearers, and with me,  
Notary, signing the same officially and affixing hereunto my seal  
of office on the 23 day of December, 1988  
after a due reading of the whole.

WITNESSES:

Jolene Roberts  
Cindy Woodham

Mary Elizabeth Taylor Garrison  
MARY ELIZABETH TAYLOR GARRISON

[Signature]  
NOTARY PUBLIC

(SEAL)

THUS DONE AND PASSED at my office in Monroe,  
Louisiana, in the presence of Judy Breard and  
Linda Landrum, competent and attesting witnesses, who  
sign these presents, together with said appearers, and with me,  
Notary, signing the same officially and affixing hereunto my seal  
of office on the 19 day of December, 1988,  
after a due reading of the whole.

WITNESSES:

Judy Breard  
Judy Breard  
Linda Landrum  
Linda Landrum

Vivian Allyn Marshall Hollis  
VIVIAN ALLYNE MARSHALL HOLLIS

W F Bill Hodge  
NOTARY PUBLIC

(SEAL)

THUS DONE AND PASSED at my office in Lake Providence,  
Louisiana, in the presence of Dee Dee D. Clement and  
Debbie E. Keene, competent and attesting witnesses, who  
sign these presents, together with said appearers, and with me,  
Notary, signing the same officially and affixing hereunto my seal  
of office on the 29 day of December, 1988,  
after a due reading of the whole.

WITNESSES:

Debbie E. KeeneDee Dee D. ClementB F Marshall IV  
BENJAMIN F. MARSHALL, IVWanda J. Townsend  
NOTARY PUBLIC

(SEAL)



THUS DONE AND PASSED at my office in Double Springs,  
Alabama, in the presence of Charlotte Shadix and  
Andrea Curtis, competent and attesting witnesses, who  
sign these presents, together with said appearers, and with me,  
Notary, signing the same officially and affixing hereunto my seal  
of office on the 21st day of December, 1988,  
after a due reading of the whole.

WITNESSES:

Charlotte Shadix  
Andrea Curtis

Jack Robert Taylor, Jr.  
JACK ROBERT TAYLOR, JR.

[Signature]  
NOTARY PUBLIC  
My commission expires  
April 6, 1989

( S E A L )



THUS DONE AND PASSED at my office in Monroe,  
Louisiana, in the presence of Jolene Roberts and  
Cindy Woodham, competent and attesting witnesses, who  
sign these presents, together with said appearers, and with me,  
Notary, signing the same officially and affixing hereunto my seal  
of office on the 23 day of December, 1988,  
after a due reading of the whole.

WITNESSES:

Jolene Roberts  
Cindy Woodham

Marilyn Marshall Taylor  
MARILYN MARSHALL TAYLOR

Delores M. Taylor  
NOTARY PUBLIC

(SEAL)



THUS DONE AND PASSED at my office in Lake Providence,  
Louisiana, in the presence of Dee Dee D. Clement and  
Debbie E. Keene, competent and attesting witnesses, who  
sign these presents, together with said appearers, and with me,  
Notary, signing the same officially and affixing hereunto my seal  
of office on the 29 day of December, 1988,  
after a due reading of the whole.

WITNESSES:

Debbie E. Keene  
Dee Dee D. Clement

Ben F. Marshall, III  
BEN F. MARSHALL, III  
PRESIDENT, PETTY COMPANY

Whanda A. Townsend  
NOTARY PUBLIC

( S E A L )

Title

1528/564

ALB

1052026

564

STATE OF LOUISIANA  
PARISH OF OUACHITA

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA.  
MAY 6 1 07 PM '91  
BY [Signature]  
Clerk  
OK/528 P

ACT OF CASH SALE

BE IT KNOWN, that on this 6th day of May 1991, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

FREDERICK BENJAMIN TAYLOR, Tax Identification Number  
493270-1-95, husband of Cynthia Rowe Taylor domiciled in Ouachita Parish, Louisiana and whose present mailing address is 1223 North 18th Street #353, Monroe, LA 71201, hereafter referred to as "SELLER";

who declared that for the price of SIXTY THOUSAND AND NO/100---(\$60,000.00) DOLLARS cash, receipt of which is acknowledged, SELLER hereby sells and delivers all of his right title and interest with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

MARILLYN MARSHALL TAYLOR (KLAM), wife of Najeeb Klam, domiciled in Ouachita Parish, Louisiana, and whose present mailing address is 2311 Marie Place, Monroe, Louisiana, hereafter referred to jointly as "PURCHASER";

all of his undivided interest in the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

TRACT ONE:

All of his right, title and interest in and to Lot 1 of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana, established by act recorded in Conveyance Book 68, Page 179, as per plat of survey of said subdivision recorded in Plat Book 5, Page 19, records of Ouachita Parish, Louisiana, and also all of that triangular strip of ground adjacent to the above tract lying North of the V. S. & P. Railroad Company's right-of-way in Section 6, Township 17 North, Range 5 East, and being the same property inherited in the Succession of James E. White as per judgment signed July 1, 1957, of the Fourth District Court, Ouachita Parish, Louisiana, in re Succession of James E. White, Probate Docket No. 52,329, recorded in Conveyance Book 622, Page 26 of the records of Ouachita Parish, Louisiana;

TRACT TWO:

Commencing at the Northwest corner of Section 29, Township 18 North, Range 5 East, thence South 00 degrees 14 minutes East for 253.00 feet to the South right-of-way of U. S. Highway 80 and the POINT OF BEGINNING; thence South 67 degrees 16 minutes 48 seconds East along said South right-of-way for 2868.30



feet; thence South 00 degrees 19 minutes 36 seconds East for 526.59 feet; thence South 89 degrees 48 minutes 42 seconds West for 2642.06 feet; thence North 00 degrees 14 minutes West for 1643.09 feet along Milhaven Road back to the POINT OF BEGINNING; said tract of land contains 65.75 acres of land and is located in Section 29, Township 18 North, Range 5 East, Ouachita Parish, Louisiana.

Taxes for the current year will be assumed.

Seller acknowledges and warrants that the property is his separate and paraphernal property. Purchaser acknowledges that she is purchasing said property with her separate and paraphernal funds.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

Seller further assigns all U. S. Government ASCS payments to which he may be entitled for the 1991 crop year to PURCHASER

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS DONE AND PASSED at Monroe, Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Peggy L. Spears  
Peggy L. Spears

Teresa B. Roberson  
Teresa B. Roberson

Frederick Benjamin Taylor  
Frederick Benjamin Taylor

Marilyn Marshall Taylor (Klam)  
Marilyn Marshall Taylor (Klam)

Benjamin F. Marshall, IV  
NOTARY PUBLIC

Benjamin F. Marshall, IV



1025082

Title

1553/159

AE B

1071948

159

STATE OF LOUISIANA

PARISH OF OUACHITA

ACT OF SALE

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA.  
MAR 19 4 13 PM '92  
BY *Candice Jackson*  
Can. 1553 159

BE IT KNOWN, that on the 12th day of March, 1992, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

MARILLYN M. TAYLOR KLAM, wife of Najeeb Klam (Tax Identification number ~~833-00-5599~~), a major legal resident of Monroe, Ouachita Parish, Louisiana. (hereafter referred to as "SELLER") The vendor further declares that this is her separate and paraphernal property and kept by her under her separate administration and control. And now unto these presents comes NAJEEB KLAM, husband of said vendor, who acknowledges the paraphernality of this property and takes cognizance that the property sold in this instrument is the separate property of vendor;

who declared that for 694 shares of common stock in vendee corporation, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

PETTY COMPANY, a business domiciled in the parish of Ouachita, State of Louisiana, (Federal Tax Identification no. ~~22-140904~~) herein represented by its Secretary-Treasurer, Benjamin F. Marshall, IV,

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

All of vendor's right title and interest in and to the following described property:

TRACT ONE:

Lot One of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana, established by act recorded in Conveyance Book 68, Page 179, as per plat of survey of said subdivision recorded in Plat Book 5, page 19, records of Ouachita Parish, Louisiana, said lot containing 160 acres, more or less, and also all of that triangular strip of ground adjacent to the above tract lying North of the V.S. & P. Railroad Company's right of way in Section 6, T17N, R5E, containing 5.97 acres as per plat in plat Book 5, page 19, and being the same property inherited in the Succession of James E. White as per judgment signed July 1, 1957, of the Fourth Judicial District Court, Ouachita Parish, Louisiana, in re Succession of James E. White, Probate Docket no. 52,329, recorded in Conveyance Book 622, page 26 of the records of Ouachita Parish, Louisiana, less and except that certain 0.275 acre tract sold by Mrs. Frances B. White and Joseph Edward White, Jr., to Department of Highways, State of Louisiana, as per act of sale dated May 14, 1965, recorded in Conveyance Book 832, page 613, records of Ouachita Parish, Louisiana, said two tracts comprising 165.695 acres more or less.

TRACT TWO:

See attached Schedule "A" legal description attached hereto and made a part hereof.

Taxes for the current year will be assumed.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS DONE AND PASSED at Monroe, Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]

Marilyn M. Taylor Klam  
Marilyn M. Taylor Klam

Petty Company

Elizabeth I. Garrison

By: [Signature]  
Benjamin F. Marshall, IV, Sec.-Treasurer

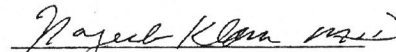

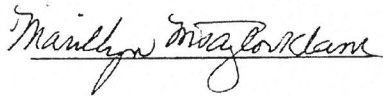
Julesa B. Rebersen  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF OUACHITA

THUS DONE AND PASSED at Monroe, Ouachita Parish, Louisiana, on this  
12th day of March, 1992, in the presence of the undersigned  
competent witnesses, who sign with appearers and me, Notary, after due reading of  
the whole.

WITNESSES:

  
Najeeb Klam  
NOTARY PUBLIC  
Teresa B. Roberson



SCHEDULE "A" (LEGAL DESCRIPTION)

A certain tract of land lying in Section 29, Township 18 North, Range 5 East, being a part of Lots 7, 8 and 9 of the Federal Land Bank's Subdivision recorded in Plat Book 5, page 22 records of Ouachita Parish, Louisiana, and more particularly described as follows:

Begin at the Northwest corner of Section 29, Township 18 North, Range 5 East, thence travel S00° 14'00"E a distance of 253' to a point of beginning; thence travel S00°14'00"E a distance of 1,643.09 feet; thence turn north 89°48'42" east and travel for a distance of 2,462.06 feet to a point on the eastern boundary of the subject property; thence turn N00°19'36"W and travel for a distance of 526.59 feet to an iron post; thence turn N67°16'48"W and travel along the south right-of-way line of U. S. Highway 80 for a distance of 2,868.30 feet to the point of beginning, said tract containing 65.75 acres more or less.

236

Title

1561/236

ARL

1078635

## TAX COLLECTOR'S DEED

STATE OF LOUISIANA, PARISH OF OUACHITA  
 OFFICE OF SHERIFF AND EX-OFFICIO TAX COLLECTOR }

FILED & RECORDED  
 CLERK & RECORDER  
 OUACHITA PARISH, LA.  
 JUN 24 8 08 AM '92  
 BY *Bill Hickey*  
*Paul 1561-236*

WHEREAS, I LAYMON GODWIN, Sheriff and Ex-Officio Tax Collector of the State of Louisiana, for the Parish of Ouachita, by virtue of the power vested in me by law, and in accordance with the provisions of Act No. 170, entitled "An Act to Provide a Revenue for the State of Louisiana, Etc." approved July 14, 1898, and having made necessary publication and advertisement in a newspaper published in the Parish of Ouachita, said publication having been made from the 14th day of May, 19 92 to the 11th day of June 19 92 inclusive, and having complied with all the formalities required and specified by the Act aforesaid, did expose at public auction within the legal hours of sale on Wednesday, the 17th day of June, 19 92, at the front door of the Court House in the Parish of Ouachita, State of Louisiana, the following described property, to-wit:

2 Acs in Lot 1 Swensons Resub Killoden Plantation  
 beg 810 Ft So. of NE Cor Lot 1, So 150 Ft on W  
 side Milhaven Rd, depth 225 Ft.;

Ouachita Parish, Louisiana

The same having been seized for non-payment of taxes due by R. Fred Petty

as owner hereof, according to the tableaux and assessment rolls for the year 19 91, the tax debtor not having pointed out any portion of said property to be offered for sale after having been notified so to do, I proceeded to offer the least portion of quantity of said property of the tax debtor which any bidder would buy for the amount of the taxes, penalties, interest and cost due by the said tax debtor, without appraisal for cash in legal tender money of the United States of America; the property sold subject to redemption at any time for the space of three years by paying the price given and costs and 5% penalty thereon, with interest at the rate of 1% per month, until redeemed, as provided by law.

At said sale on said day Travis Davis became the purchaser of the following described portion of the property of the said tax debtor hereinabove referred to and described, he being the last and highest bidder for the least quantity or portion of said property which any bidder would buy for the amount of taxes, penalties, interest and costs due by the said tax debtor, to-wit:

(described hereinabove)

The said purchaser having bid the sum of Two Hundred Eighty-two and 14/100.... Dollars (\$ 282.14 ) which amount was equal to the taxes, penalties, interest and costs due upon his property by said tax debtor; the said bid being the last and highest after repeatedly crying the same,

the said property was adjudicated to the said Travis Davis  
1901 West Avenue  
Monroe, LA 71201 bidder.

The statement of said taxes, interest, penalties and costs due by the said tax debtor upon said property as follows:

Taxes	\$ 195.21
Interest	14.64
Certified Mail	2.29
Tax Collector's Deed	50.00
Advertising	20.00

Making a total of \$ 282.14

It is, however, well understood and hereby expressly stipulated in conformity with the law, that the owner of said property or any creditor or agent of the said owner, or any person legally interested or authorized thereto, may redeem the said property at any time for the space of three years beginning on the date said deed is filed for record in the office of the Clerk of Court and Ex-Officio Recorder of Deeds and

Mortgages for the Parish of Ouachita, Louisiana, by paying the purchaser above named the price given, including costs and 5% penalty thereon, with interest at the rate of one per cent per month until redeemed, all in accordance with the provisions of Section II, Article 10 of the Constitution of the State of Louisiana.

Now therefore, by virtue of the authority vested in me by law, and in consideration of all the premises hereinabove set forth and related, I, Laymon Godwin, Sheriff and Ex-Officio Tax Collector within and for the Parish of Ouachita, State of Louisiana, do hereby sell, convey and transfer to the said purchaser Travis Davis all the right, title and interest of the said R. Fred Petty tax debtor, in and to the property hereinabove last described.

IN WITNESS WHEREOF, I have hereunto subscribed my name at the City of Monroe in the Parish of Ouachita, Louisiana, on this the 24th day of June 19 92 in the presence of the witnesses whose names are hereunto subscribed.

*Lellene M. Parnell*  
*Dita A. Harris*

*Laymon Godwin*  
Sheriff and Ex-Officio Tax Collector  
Parish of Ouachita, State of Louisiana

1078635

Title

1583/264

AAB

1097238

264

STATE OF LOUISIANA }  
PARISH OF OUACHITA }

BEFORE ME, the undersigned authority, came and appeared:

Travis Davis

who declared and acknowledged that for the price and consideration hereinafter expressed, he has quit-claimed, abandoned and redeemed without warranty or recourse unto and in favor of

R FRED PETTY

heirs, successors and assigns, the following described property, to-wit:

2 acs in lot 1 Swensons Resub Killoden Plantation  
beg 810 ft So of NE cor lot 1, So 150 ft on W  
side Milhaven rd, depth 225 ft.

OUACHITA PARISH, LOUISIANA

Being the same property which this appearer acquired at tax sale on the 17th day of June 1993 as per tax deed recorded in Conveyance Book 1561 page 236 of the records of said Parish.

The consideration for which this quit-claim and redemption is made is the sum of \$327.34 cash in hand paid, receipt of which is acknowledged, that being the full amount of taxes, interest, costs and penalties appearer paid at said tax sale, together with interest and penalties thereon provided by law for redemption of property sold at tax sale.

THUS DONE AND SIGNED, in presence of the undersigned competent witnesses, and before me, Notary, on this the 25th day of March 1993

Witnesses:

Melinda W. Sylvester

Sumine Meredith

Travis Davis

TRAVIS DAVIS

Robert H. Tarnell  
Notary Public

FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA.  
MAR 25 2 56 PM '93  
BY Carlyle Allen  
CLERK  
EX-1583-264



Title

1681/321

A23

08/14/96 WED 10:55 FAX

NORTHDELTA TITLE

002

1182602

STATE OF LOUISIANA

PARISH OF Ouachita

QUITCLAIM DEED

BEFORE the undersigned Notary Public, duly commissioned, qualified and acting in and for the above named state and parish, personally came and appeared:

THOMAS A. HOLLIS (SSN                     ), a single man and resident of Bryant Parish, Louisiana

who declared and acknowledged that for the price hereinafter expressed he has sold, conveyed, quitclaimed and delivered, and by these presents does sell, bargain, transfer, assign, set over, quitclaim and deliver unto:

PETTY COMPANY (TAX I.D. NO.                     ), a business domiciled in Ouachita Parish, Louisiana;

for itself, its heirs and assigns, the following property, together with the improvements and appurtenances thereunto belonging, situated in Ouachita Parish, Louisiana, to-wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION OF PROPERTY

TO HAVE AND TO HOLD the said described property unto the said purchaser, its heirs and assigns forever, without warranty of title even for return of the purchase price, but with full subrogation to all rights of warranty and all other rights of warranty held by vendor.

The price for which the above quitclaim is made is the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, the receipt of which is hereby acknowledged by vendor and full acquittance granted therefor.

THUS DONE AND SIGNED in                     , Louisiana, before me, Notary, and the undersigned competent witnesses, on this the 14<sup>th</sup> day of August, 1996.

WITNESSES:

Bill Roberts  
Donna Neek

Thomas A. Hollis  
THOMAS A. HOLLIS

                      
NOTARY PUBLIC



Aug 16 3 51 PM '96  
BY                       
CLERK & RECORDER  
OUACHITA PARISH, LA

321  
FILED & RECORDED  
CLERK & RECORDER  
OUACHITA PARISH, LA

96-1195 / Irving

AUG 14 '96 11:57

PAGE.02

322

## SCHEDULE "A"

TRACT ONE:

Lot One of Swenson's Subdivision of Killoden Plantation, Ouachita Parish, Louisiana, established by act recorded in Conveyance Book 68, Page 179, as per plat of survey of said subdivision recorded in Plat Book 5, page 19, records of Ouachita Parish, Louisiana, said lot containing 160 acres, more or less, and also all of that triangular strip of ground adjacent to the above tract lying North of the V.S. & P. Railroad Company's right of way in Section 6, T17N, R5E, containing 5.97 acres as per plat in plat Book 5, page 19, and being the same property inherited in the Succession of James E. White as per judgment signed July 1, 1957, of the Fourth Judicial District Court, Ouachita Parish, Louisiana, in re Succession of James E. White, Probate Docket no. 52,329, recorded in Conveyance Book 622, page 26 of the records of Ouachita Parish, Louisiana, less and except that certain 0.275 acre tract sold by Mrs. Frances B. White and Joseph Edward White, Jr., to Department of Highways, State of Louisiana, as per act of sale dated May 14, 1965, recorded in Conveyance Book 832, page 613, records of Ouachita Parish, Louisiana, said two tracts comprising 165.695 acres more or less.

TRACT TWO:

A certain tract of land lying in Section 29, Township 18 North, Range 5 East, being a part of Lots 7, 8 and 9 of the Federal Land Bank's Subdivision recorded in Plat Book 5, page 22 records of Ouachita Parish, Louisiana, and more particularly described as follows:

Begin at the Northwest corner of Section 29, Township 18 North, Range 5 East, thence travel S00° 14'00"E a distance of 253' to a point of beginning; thence travel S00°14'00"E a distance of 1,643.09 feet; thence turn north 89°48'42" east and travel for a distance of 2,462.06 feet to a point on the eastern boundary of the subject property; thence turn N00°19'36"W and travel for a distance of 526.59 feet to an iron post; thence turn N67°16'48"W and travel along the south right-of-way line of U. S. Highway 80 for a distance of 2,868.30 feet to the point of beginning, said tract containing 65.75 acres more or less.