

09/25/2018

Covered Bridge Co. Attached

INDEX: E½ of NW¼, and part of NW¼ of NE¼ of Section 4, Township 5 South, Range 17 West, Pearl River County, Mississippi .

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged and confessed, I, JAMES E. KENNEDY, do hereby grant, bargain, sell, convey, and warrant unto LANCE ALLEN HEGWOOD and wife, BRENDA ANN HEGWOOD, as joint tenants with full rights of survivorship and not as tenants in common, the following described property lying and being situate in Pearl River County, Mississippi, to-wit:

Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 4, Township 5 South, Range 17 West, Pearl River County, Mississippi; thence North 89 degrees 44 minutes East 610.16 feet to a point in the center of a proposed road for the Point of Beginning; thence North 26 degrees 17 minutes East along the center of said proposed road 148.44 feet; thence leaving road South 81. degrees 14 minutes East 282.56 feet to the waters edge of a proposed lake; thence along said edge as follows; South 51 degrees 10 minutes West 80.0 feet; South 32 degrees 30 minutes West 43.73 feet; South 20 degrees 10 minutes East 76.28 feet; thence leaving proposed lake North 86 degrees 42 minutes West 282.93 feet to a point in the center of a proposed road; thence North 03 degrees 20 minutes West along said road 52.34 feet to the point of Beginning, this parcel containing 1.0 acres, more or less, and being a part of the East half of the Northwest Quarter of Section 4, Township 5 South, Range 17 West, Pearl River County, Mississippi.

ALSO: a non-exclusive, perpetual right-of-way or easement on, over and across the following described property, to-wit:

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Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 4, Township 5 South, Range 17 West, Pearl River County, Mississippi; thence North 89 degrees 44 minutes East 610.16 feet; thence South 03 degrees 20 minutes East 52.34 feet for the point of beginning of the following easement (point located in the center of a proposed road) thence along the center of said road and 25 feet right and left as follows: North 03 degrees 20 minutes West 52.34 feet; North 25 degrees 17 minutes East 148.44 feet; thence North 16 degrees 03 minutes East 184.43 feet to a point in the center of an existing road; thence along the center of said road and 25 feet right and left as follows: North 27 degrees 01 minutes East 57.85 feet; North 33 degrees 13 minutes East 54.76 feet; North 57 degrees 49 minutes East 40.71 feet; South 87 degrees 05 minutes East 38.40 feet; South 69 degrees 35 minutes East 51.42 feet; South 79 degrees 05 minutes East 41.72 feet; North 75 degrees 10 minutes East 80.28 feet; North 68 degrees 21 minutes East 59.87 feet; North 60 degrees 41 minutes East 43.35 feet; North 47 degrees 52 minutes East 64.30 feet; North 37 degrees 40 minutes East 85.56 feet; North 40 degrees 26 minutes East 77.04 feet; North 61 degrees 04 minutes East 34.90 feet; South 68 degrees 18 minutes East 41.84 feet; South 57 degrees 30 minutes East 102.93 feet; thence South 72 degrees 30 minutes East 250.25 feet to a point on the West margin of Rock Ranch Road for the end of said easement, this easement being a part of the East half of the Northwest Quarter and part of the Northwest Quarter of the Northeast Quarter all in Section 4, Township 5 South, Range 17 West, Pearl River County, Mississippi.

The following restrictive covenants shall run with the property and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots have been recorded in the conveyance

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office of the County of Pearl River agreeing to change any covenant in whole, or in part, or to rescind said covenants entirely:

1. The property shall be used for residential purposes only. No building shall be erected on the property or any subdivision thereof of less than one acre except a single family dwelling house with garage, small barn and other out-buildings for the sole non-commercial use of the property owner.
2. No structure intended for use as a residence shall be constructed upon said premises enclosing less than 1,600 square feet heated area. All houses shall meet the requirements to be a "good sense" home. All structures shall be completely constructed within six (6) months.
3. No mobile home and no structure of a temporary character, trailer, house trailer, shack, tent, barn, or other out-building shall be used at any time as a residence, either temporarily or permanently.
4. No fences shall be erected on the property that: 1.) is over four (4) feet high and 2.) has not been approved by the undersigned owner or his duly authorized agent or assignee.
5. No pigs, chickens, goats, cows, or similar animal with the exception of one horse per acre shall be kept or maintained on said property or any portion thereof.
6. No subdivision of the property into tracts of less than one (1) acre shall be made.
7. No lot shall be used or maintained as a dumping ground for rubbish, junk cars, or debris. Trash, garbage or other wastes shall be kept in sanitary containers. All incinerators or other equipment for storage or the disposal of trash, garbage or other wastes shall be kept in a clean and sanitary condition.

This conveyance is made subject to all mineral reservations or conveyances appearing of record.

This conveyance is subject to any and all rights-of-way

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and/or easements for public roads and/or public utilities located on, over, and across the above described land as shown by the Land Deed Records on file in the office of the Chancery Clerk of Pearl River County, Mississippi.

Grantor covenants that the above described property does not now nor has it ever constituted a part of his homestead.

WITNESS my signature on this, the 22nd day of January, 1996.

AGREED AND ACCEPTED:

James Allen Hegwood
LANCE ALLEN HEGWOOD

Brenda Ann Hegwood
BRENDA ANN HEGWOOD

James E. Kennedy
JAMES E. KENNEDY

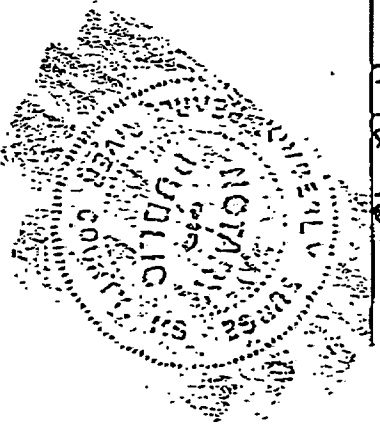
STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, JAMES E. KENNEDY, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal of office on this, the 22nd day of January, 1996.

Kimberly D. Buoy
NOTARY PUBLIC

My Commission Expires: 1-12-96



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STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, LANCE ALLEN HEGWOOD and wife, BRENDA ANN HEGWOOD, who acknowledged that they signed and accepted the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal of office on this, the 22nd day of January, 1996.

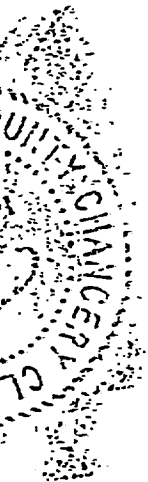
My Commission Expires: 11-12-06

Kimberly A. Bugg
NOTARY PUBLIC

Grantor: 932 Rock Ranch Rd.
Carrere MS 39421
(601) 798-096

Grantee: 8136 Acorn St.
Marrero LA 70072
(504) 348-2942

Prepared by: Williams, Smith and Stockstill
P. O. Box 1076
Picayune, MS 39466
(601) 798-2382



PEARL RIVER COUNTY, MISSISSIPPI
I hereby certify the foregoing instrument was filed for record in my office on 1/25/96 at 11:59 AM that the same is now duly recorded in the records of this office. This is done by my office. Given under my hand and seal of office this 25th day of January 1996.

Lance Hegwood
Brenda Hegwood
Pearl River County Clerk