

CLASS 2
 ZONING
 DISTRICT 02

LEGAL DESCRIPTION
 BIG RIDGE
 9.71 AC
 188A - 1365

MULLINS JOE A
~~BOX 1031 - 209 Kingsbridge Dr.~~
~~HOOKS TX~~
~~Cloudland TX~~

75561
~~15040-3514~~

DATE RECORDED
 DEED OR WILL BOOK DB 0172 0240
 CONSIDERATION

C/O KEN Mullins
 3203 Cloudland Court
 Buford GA
 30519

DATE RECORDED
 DEED OR WILL BOOK
 CONSIDERATION

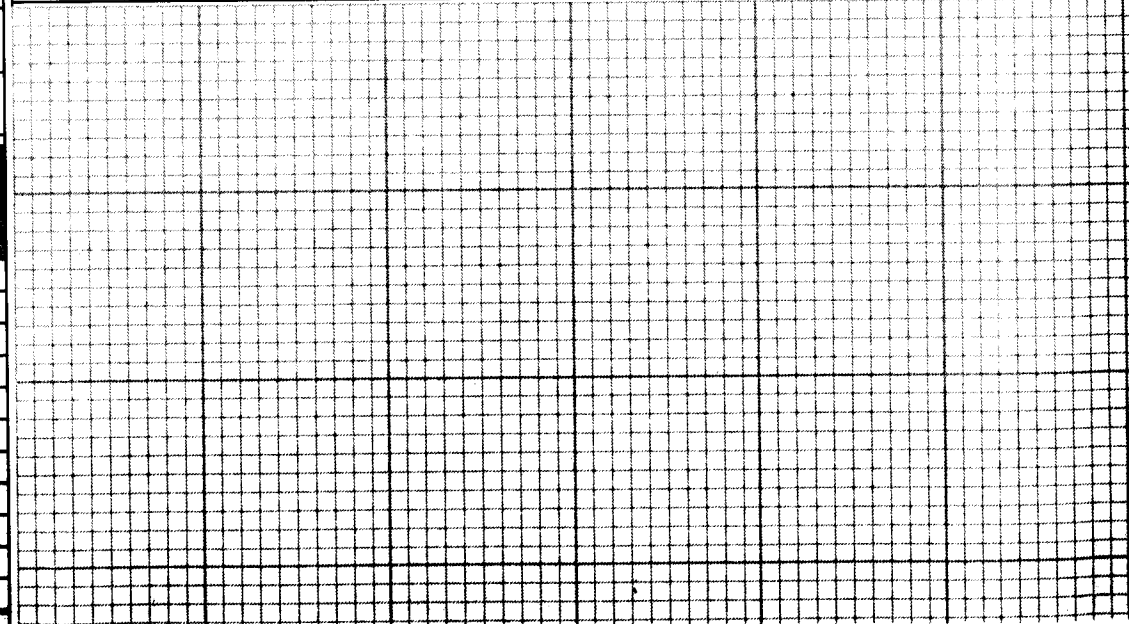
DATE RECORDED
 DEED OR WILL BOOK
 CONSIDERATION

DATE RECORDED
 DEED OR WILL BOOK
 CONSIDERATION

DATE RECORDED
 DEED OR WILL BOOK
 CONSIDERATION

1992			
1993			
1994	2,900		2,900
1995	2,900		2,900
1996			
1997			
1998			
1999			
2000			
2001			
2002			
2003			

NOTES:
 10 AC. to Lawrence Mullins 290.161
 per S.W.



A. M. PHIPPS
ATTORNEY AND COUNSELLOR AT LAW
CLINTWOOD, VA. 24228

TO THE CLERK OF THE CIRCUIT COURT FOR DICKENSON COUNTY

I, Bertha Mullins, hereby state that I am entitled to qualify as administrator of my husband's estate, but I wish to relinquish it and ask that you appoint my son, Edgar F. Mullins, as administrator.

We the undersigned children of Sherman Mullins ask that you appoint Edgar F. Mullins as administrator of our father's estate and we do hereby waive the right to qualify as such administrator.

This August 26, 1969

Bertha Leigh Mullins

Edgar F. Mullins

Sherman Mullins

Robert H. Mullins

PROBATE OF WILL
OF
SHERMAN MULLINS

A paper writing bearing date on the 4th day of November, 1961, purporting to be the Last Will and Testament of Sherman Mullins, deceased, resident of Dickenson County, Virginia was produced before me, Teddy Bailey, Clerk in the Clerk's Office of Dickenson County, Virginia and was duly proven on the oath of T. Lloyd Phipps and A. M. Phipps attesting witnesses thereto, who testified that they were personally present when the said Sherman Mullins signed and declared said paper writing to be his Last Will and Testament and at his request and in his presence they subscribed their names as attesting witnesses thereof.

The said T. Lloyd Phipps and A. M. Phipps that on the 4th day of November, 1961, the date said paper writing bears date, the said Sherman Mullins was of sound mind and disposing memory and was perfectly capable in all respects of making and executing his will. The said paper writing is therefore considered fully proven and is admitted to probate and recorded as and for the True Last Will and Testament of Sherman Mullins, deceased.

Given under my hand this 26th day of August, 1969.

TEDDY BAILEY, CLERK
BY Teddy Bailey D.C.

THIS DEED, made and entered into on this 28th day of July, 1975, by and between BERTHA MULLINS (Widow), party of the first part, and JOE ALGER MULLINS, party of the second part.

WITNESSETH:

WHEREAS, Sherman Mullins died testate leaving his will recorded in Will Book 7, page 636, of the Clerk's Office of Dickenson County, Virginia, and

WHEREAS, said will Sherman Mullins left all his real estate to his wife, Bertha Mullins, and

WHEREAS, Sherman Mullins died owning the hereinafter described tract or tracts of land, and

THEREFORE, that for and in consideration of the sum of ONE (\$1.00) DOLLAR, cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain and convey unto the party of the second part, with covenants of General Warranty and English Covenants of Title, the following lots or parcels of land, lying and being in Dickenson County, Virginia, on Big Ridge, on the waters of McClure River and being more particularly bounded and described as follows:

TRACT 1: Beginning on a dogwood by a fence; N 30 30 W 9 poles to a stake, 18 links from a white walnut; thence up a hill between two springs, S 47 W 19 poles to a stake on a spur; S 4 W 26 poles to a stake on Company line, 11 links below a rock; S 72 E 51 poles and 19 links to a black oak and sourwood on a spur; thence up said spur, N 15 30 W 22 poles and 17 links to a rock on a point; N 35 30 W 9 poles and 6 links to a gate post; N 72 30 W 20 poles and 3 links to a dogwood; thence leaving the spur N 6 E 11 poles to the Beginning, containing 8 1/4 acres, more or less.

TRACT 2: Beginning on a dogwood on the line of the Tarpon Cole and Coke Co. land; S 62 3/4 E 104 poles to a beech in a hollow; S 27 W 53 poles to a stake on a ridge in the line of J. H. Fields; thence with his line to a gate post, N 72 1/2 W 20 poles and 3 links to a dogwood; thence leaving the spur, N 6 E 11 poles to a dogwood in a hollow; N 30 W 20 poles to a small poplar in a line of Alafair Fields land; and with her line to the beginning, containing .43 acres and 1.15 poles.

Handwritten signature and initials

TRACT 3: Beginning at a locust tree at the northern corner of Hubert Mullins line; thence northeast 300 feet along state highway 637 to a stake in the edge of the road; thence in a north east direction around what is commonly known as the cemetery field 750 feet to a stake in the corner of the Kermit Hale lot; thence in a southerly direction 350 feet to a stake in the edge of state highway in the Fred Phillips line; thence Westerly 50 feet to a stake in the Clinchfield line; thence southerly direction to the hollow 1000 feet to a stake in the corner of Ina Fleming and E. S. Hall tracts; thence up the hollow with the Hall line 1200 feet to a spring; thence with the H. D. Mullins line northwest 350 feet to a stake in an alley; thence North 50 feet with the alley to a stake in an alley; thence with the alley 50 feet to a stake in the corner of lot 23; thence in a northeast direction 150 feet to an ash in the Hubert Mullins line; thence northwest 180 feet to a stake in the corner of lot 38, the beginning, containing 10 acres, more or less.

Tracts 1 and 2 being the same land conveyed to Sherman Mullins by Ina Fleming Hall and E. S. Hall by deed dated February 1, 1949, and of record in Deed Book 95, page 297, of the Clerk's Office of Dickenson County, Virginia. Tract 3 being a part of the same land conveyed to Sherman Mullins and Bertha Mullins by Clinchfield Coal Corporation by deed dated October 20, 1938, and of record in Deed Book 72, page 38, of said Clerk's Office.

This conveyance is made subject to all exceptions and reservations as have heretofore been made by prior deeds of record.

WITNESS the following signature and seal:

Bertha M Mullins (SEAL)
BERTHA MULLINS

STATE OF VIRGINIA,

COUNTY OF DICKENSON, to-wit:

I, Jessie Mary Pickett, a Notary Public in and for the County and State aforesaid, do hereby certify that Bertha Mullins, whose name is signed to the foregoing deed, bearing date on the 28th day of July, 1975, has acknowledged the same before me, in my County aforesaid.

Given under my hand this 28th day of July, 1975.

My commission expires May 7 1979.

Jessie Mary Pickett
NOTARY PUBLIC

THIS DEED, made and entered into on this the 12th day of February, 1993, by and between JOE ALGER MULLINS, party of the first part, and LAWRENCE WAYNE MULLINS and PAMELA SUE MULLINS, husband and wife, as tenants by the entireties, with rights of survivorship as at common law, parties of the second part, whose address is *Pl. 1 - Box 469 Clintwood Va. 24228.*

WITNESSETH:

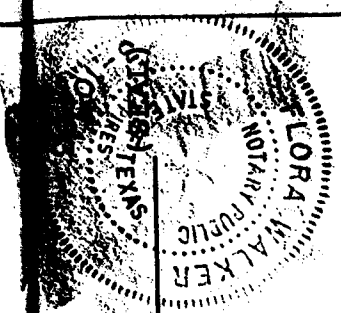
That for and in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto Lawrence Wayne Mullins and Pamela Sue Mullins, as tenants by the entireties, with rights of survivorship as at common law, with General Warranty and English Covenants of Title, all that certain tract or parcel of land, with all the appurtenances thereto belonging, situate, lying and being on Big Ridge, on the waters of McClure River, in Dickenson County, Virginia, and being more particularly bounded and described as follows:

Beginning at a locust tree at the northern corner of Hubert Mullins line; thence northeast 300 feet along state highway 637 to a stake in the edge of the road; thence in a north east direction around what is commonly known as the cemetery field 750 feet to a stake in the corner of the Kermit Hale lot; thence in a southerly direction 350 feet to a stake in the edge of state highway in the Fred Phillips line; thence Westerly 50 feet to a stake in the Clinchfield line; thence southerly direction to the hollow 1000 feet to a stake in the corner of Ina Fleming and E. S. Hall tracts; thence up the hollow with the Hall line 1200 feet to a spring; thence with the H. D. Mullins line northwest 350 feet to a stake in an alley; thence North 50 feet with the alley to a stake in an alley; thence with the alley 50 feet to a stake in the corner of lot 23; thence in a northeast direction 150 feet to an ash in the Hubert Mullins line; thence northwest 180 feet to a stake in the corner of lot 38, the beginning, containing 10 acres, more or less, and being Tract No. 3 of the

There is excepted from this conveyance such exceptions and reservations as have been heretofore made by prior deeds of record.

Real estate taxes for the year 1993 shall be pro-rated between the parties hereto.

WITNESS the following signature and seal:



alger
Joe A. Mullins
JOE ALGER MULLINS

STATE OF ~~VIRGINIA~~ ^{TEXAS}

COUNTY OF ~~DICKENSON~~, To-wit:

The foregoing deed was acknowledged before me this 24th day of February, 1993, by Joe Alger Mullins.

My commission expires 2/19/93.

Flora Walker
NOTARY PUBLIC

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF DICKENSON COUNTY, Mar 12, 1993. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 1:40 o'clock P.M., after payment of \$ 10.00 tax imposed by Sec. 58.1-802.

TESTE: JOE TATE, CLERK
BY: 

Original returned this date to: T Hill Fox
Buddy Wallen

D. CLERK

THIS DEED, made and entered into on this the 6th day of February, 1995, by and between JOE ALGER MULLINS (Widower), party of the first part, and LAWRENCE WAYNE MULLINS and PAMELA MULLINS, husband and wife, as tenants by the entireties, with rights of survivorship as at common law, parties of the second part, whose address is Rt. 1, Box 469, Clintwood, Virginia 24228.

WITNESSETH:

WHEREAS, by deed dated July 28, 1975, of record in Deed Book 172, page 238, of the Clerk's Office of the Circuit Court of Dickenson County, Virginia, Bertha Mullins conveyed two tracts of land on Big Ridge in Dickenson County, Virginia, to William Kedney Mullins; and,

WHEREAS, William Kedney Mullins thereafter died testate on July 20, 1990, his will being duly recorded in Will Book 20, page 477; and,

WHEREAS, by ARTICLE TWO of the aforesaid will, William Kedney Mullins devised his entire estate to his brother, Joe Alger Mullins.

NOW, THEREFORE, that for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto Lawrence Wayne Mullins and Pamela Mullins, as tenants by the entireties, with rights of survivorship as at common law, with General Warranty and English Covenants of Title, all that certain tract or parcel of land, with all the appurtenances thereto belonging, situate, lying and being on Big Ridge on the waters of McClure River, in Dickenson County, Virginia, and being more particularly bounded and described as follows:

Being Lots 36 and 37 in the W. P. McGlothlin Subdivision, a copy of which is of record in Plat Book 1, page 48, of the Clerk's Office of the Circuit Court of Dickenson County, Virginia, and being a part of Tract No. 1 of the same land conveyed to William Kedney Mullins by Bertha Mullins by deed dated July 28, 1975, of record in Deed Book 172, page 238, of the aforesaid Clerk's Office; and being a part of the same land devised to Joe Alger Mullins by will of William Kedney Mullins of record in Will Book 20, page 477, of the aforesaid Clerk's Office.

There is excepted from this conveyance such exceptions and reservations as have been heretofore made by prior deeds of record.

Real estate taxes for the year 1995 shall be pro-rated among the parties.

WITNESS the following signature and seal:

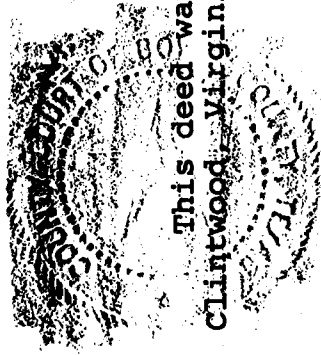
Joe Alger Mullins (SEAL)
JOE ALGER MULLINS

STATE OF TEXAS,
COUNTY/CITY OF Bowie, To-wit:

Ad . . . The foregoing deed was acknowledged before me this 12-24-1999 day of February, 1995, by Joe Alger Mullins (Widower).

My commission expires 12-24-1999.

Alger Mullins
~~NOTARY PUBLIC~~
Bowie County Clerk & Ex-Officio
Clerk of Commissioners' Court



This deed was prepared by Buddy H. Wallen, Attorney at Law, Clintwood, Virginia. No title search was conducted.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO ALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED

THIS DEED OF TRUST, made this 12 day of October, 19 82

between LAWRENCE WAYNE MULLINS and PAMELA MULLINS, husband and wife

parties of the first part, and BUDDY H. WALLEN, a resident of Clintwood, Dickenson County, Virginia, TRUSTEE, party of the second part.

Witnesseth that, in consideration of the indebtedness herein recited and the trust herein created, first parties irrevocably grant and convey, with General Warranty, to Trustee, in trust, with power of sale, the following described property with all the appurtenances thereto belonging, located in the County of Dickenson, Virginia, and being more particularly bounded and described as follows:

BEGINNING on a 24 inch Ash, a corner to the George Stevens' 0.5 acre boundary tract; thence N 59 45 W 106.0 feet to a stake on East side of state road; (This point being N 31 20 E 9.0 feet from center of a large stump); thence N 31 20 E 190.0 feet to a Locust stump at top of road cut on East side road; thence S 69 40 E 194.0 feet to a steel pin at edge of a flat; thence S 51 55 W 239.0 feet to the BEGINNING, containing 0.74 acre, more or less, and being the same as shown on the map of the said George Stevens' 0.5 acre tract.

Mullins by deed dated October 21, 1982, said deed to be recorded just prior to the recordation of this instrument.

IN TRUST to secure to the holder payment of a certain negotiable interest bearing note of even date herewith made by Lawrence Wayne Mullins and Pamela Mullins, payable to George W. Stevens and Bobbie Mae Stevens, or order, in the principal amount of FOUR THOUSAND (\$4,000.00) DOLLARS, with no interest. The debt shall be payable in 40 monthly installments of \$100.00 each. Said installments shall begin on April 1, 1983, and on the same day of each month thereafter until the entire debt is fully paid, except that if not sooner paid, the entire debt shall be due and payable on the 1st day of July, 1986.

The covenants and provisions hereinafter set forth in short form shall have the same meaning and effect as accorded to them in Section 55-60, Article II, Chapter IV, Title 55 of the Code of Virginia of 1950, as amended to date hereof:

1. Subject to all upon default.
2. Renewal or extension permitted.
3. Exemptions waived.
4. Insurance required: \$ _____.
5. Any Trustee may act.
6. Right of anticipation reserved.
7. Advertisement Required: By publication once a week for three (3) successive weeks in a newspaper having a general circulation in the County of City wherein the property, or any portion thereof, lies.
8. Trustee's commission of 10% of the gross proceeds of sale.

WITNESS the following signatures and seals:

Lawrence Wayne Mullins (SEAL)
LAWRENCE WAYNE MULLINS

Pamela Mullins (SEAL)
PAMELA MULLINS

STATE OF VIRGINIA,

COUNTY OF DICKENSON, To-wit:

The foregoing deed of trust was acknowledged before me this 12 day of October, 1982, by Lawrence Wayne Mullins and Pamela Mullins, husband and wife.

My commission expires 8-9-85.

William O. Clark
NOTARY PUBLIC

NOTE

Clintwood, Virginia 24228

\$4,000.00

October _____, 1982

FOR VALUE RECEIVED, the undersigned promises to pay George W. Stevens and Bobbie Mae Stevens, Clintwood, Virginia, or order, the principal sum of FOUR THOUSAND (\$4,000.00) DOLLARS, with no interest. Principal shall be payable at Clintwood, Virginia, or such other place as the Note holder may designate, in consecutive monthly installments of ONE HUNDRED (\$100.00) DOLLARS, on the 1st day of each month, beginning April 1, 1983. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on July 1, 1986.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to undersigned, the entire principal amount outstanding shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by undersigned regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to undersigned provided for in this Note shall be given by mailing such notice by certified mail addressed to undersigned at the Property Address stated below, or to such other address as undersigned may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or to such other address as may have been designated by notice to undersigned.

The indebtedness evidenced by this Note is secured by a Deed of Trust dated October _____, 1982, and reference is made to the Deed of Trust for right as to acceleration of the indebtedness evidenced by this Note.

Lawrence Wayne Mullins
LAWRENCE WAYNE MULLINS (SEAL)

Pamela Mullins
PAMELA MULLINS (SEAL)

George W. Stevens

PROPERTY ADDRESS