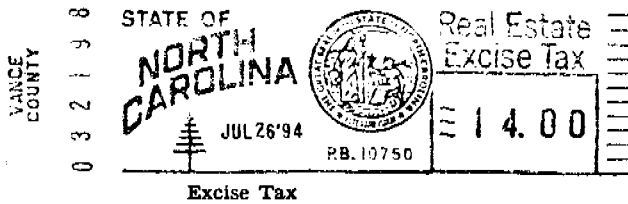
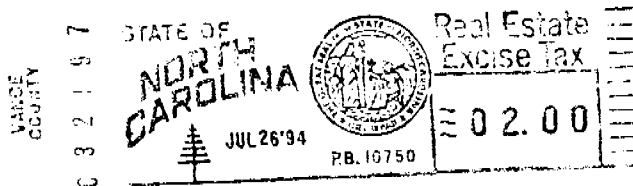


03804

VANCE COUNTY, N.C.
FILED FOR RECORD

94 JUL 26 PM 1:08

SARAH H. HALE
REGISTER OF DEEDS

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
 Verified by County on the day of, 19
 by

Mail after recording to

This instrument was prepared by Nicholas Long, Jr., Zollicoffer & Long, Henderson, NC 27536

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 25th day of July, 1994, by and between

GRANTOR

ALBERT F. HARRIS and wife,
JOANN HARRIS

GRANTEE

WILLIAM JOSEPH HARRIS, JR. and
JUANITA FAULKNER BROWN

Rt 1, Box 678
Henderson, NC 27536

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Middleburg Township, Vance County, North Carolina and more particularly described as follows:

Lot 24 containing 0.747 acres as shown on plat recorded in Plat Book "V",
Page 190, Vance County Registry.

This property is conveyed subject to the restrictive covenants as shown on the attached Schedule "A"

Also conveyed herewith is the right of ingress, egress and access along the private right of ways as shown on the above described plat.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book V..... page..... 190.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

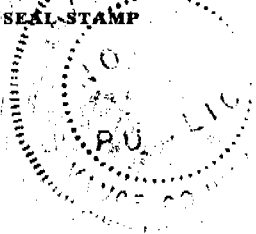
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)
By:
..... President

ATTEST:
.....
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

Albert F. Harris (SEAL)
Albert F. Harris
JoAnn Harris (SEAL)
JoAnn Harris
..... (SEAL)
..... (SEAL)



NORTH CAROLINA, Vance County.

I, a Notary Public of the County and State aforesaid, certify that Albert F. Harris and wife,
JoAnn Harris Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 25th day of July, 1994.
My commission expires: 6-30-97 *Amy P. Knott* Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that
personally came before me this day and acknowledged that he is Secretary of
..... a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by as its Secretary.
Witness my hand and official stamp or seal, this day of, 19.....
My commission expires: Notary Public

The foregoing Certificate(s) of Amy P. Knott, Notary Public of Vance County, N.C.,

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

SARAH H. HALE

REGISTER OF DEEDS FOR Vance COUNTY

By *Cynthia S. Abbott* Deputy Assistant - Register of Deeds

SCHEDULE "A"

1. The above lot of land shall be used for residential purposes only; no crop allotment shall pass with this property and the Parties of the Second Part agree to sign and all documents required by any branch of the government to effect this.
2. The above lot herein conveyed shall not be subdivided without the written consent of the parties of the First Part, their heirs, assigns or devisees.
3. No dwelling may be erected, altered, placed or permitted to remain on the herein conveyed lot other than one detached single family dwelling (and garage).
4. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or place on the property herein conveyed closer than (10 feet from the side lines and back lines of said property nor closer than twenty (20) feet from the right of way of the road granting access to said lot.
5. No structure of a temporary character, including tents, trailers or mobile homes (without a permanent foundation) shall be used on any lot at any time as a residence, either temporarily or permanently.
6. No animals, livestock, or poultry of any kind shall be raised or bred on the herein conveyed lot, except that dogs, cats, or any other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
7. No part of the property herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. No water supply system for human consumption or sewage disposal system shall be permitted on the lot herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance Count Health Department and North Carolina State Board of Health.
9. No noxious or offensive activity shall be carried on upon the herein conveyed lot, nor shall anything be done on the lot herein conveyed which may be or may become an annoyance or a nuisance to the other properties now owned by the Parties of the First Part or to the neighborhood.
10. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of this Deed and cannot be altered or changed prior to that date without the written consent of the Parties of the First Part, their heirs, assigns, or devisees. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect. The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.