

STATE OF NORTH CAROLINA

VANCE COUNTY

THIS DEED, Made this the 8th day of October, 1963, by R. E. SOUTHERLAND and MARY A. SOUTHERLAND, his wife, of Vance County and State of North Carolina, of the first part, To DOUGLAS T. FALKNER, of Vance County and State of North Carolina, of the second part.

WITNESSETH: That said parties of the first part in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, to them paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by the presents do bargain, sell and convey to said Douglas T. Falkner, his heirs and assigns, a certain tract or parcel of land in Henderson Township, Vance County, State of North Carolina, adjoining the lands of Clearview Drive, Swain Drive, C. C. Matthews, and others, bounded as follows, to-wit:

Twenty-five (25) lots of the R. E. Southerland property as surveyed by W. C. Fuller on August 15, 1955, as shown in Plat Book "I" at Page 61, Vance County Register of Deeds Office, same being Lots FOUR (4), EIGHT (8), and ELEVEN (11) in Block "B" and Lots SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-THREE (23), TWENTY-SEVEN (27), THIRTY (30), THIRTY-THREE (33), THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), THIRTY-EIGHT (38), THIRTY-NINE (39), FORTY (40), FORTY-ONE (41), FORTY-TWO (42), FORTY-THREE (43), FORTY-FOUR (44), FORTY-FIVE (45), FORTY-SIX (46) in Block "A". For exact description of each lot by metes and bounds, refer to the above Plat and the dimensions set out in the same are made a part of this instrument by reference.

For further information, see Plat Book "C", Page 36, said Registry and also refer to Book 288, Page 502, in said Register of Deeds Office.

But this land is conveyed subject to certain restrictions as to the use thereof, running with said land by whomsoever owned; said restrictions, which are expressly assented to by the party of the second part in accepting this deed, being as follows:

PARAGRAPH "A"

Lots Nos. 17, 18, 19, 20, 21, 23, 27 and 30 in Block "B" :

1. That no permanent building be erected within 30 feet of the North line of South Clearview Drive nor closer than 8 feet to the East and West lines (sidelines) of each of said lots;
2. Not more than one dwelling shall be built on one lot;
3. This property shall be used for residential purposes only;
4. No dwelling shall be erected other than a modern dwelling, costing at least \$5,000.00; and
5. That at least 20% of the North or rear portion of each lot remain open for back yard or garden or other purposes, it being the intention of the grantors that these lots be developed in such a way as not to damage the prospective or future use of the lots to the North or rear of the same.

PARAGRAPH "B", Lots Nos. 33 to 46, inclusive, in Block "B" :

Restrictions 1, 2, 3, and 4 are the same as in Paragraph "A" above, except the set back line is 30 feet South of the South line of the 60 foot right of way of North Clear View Drive. Restriction 5 is that at least 20% of the South or rear portion of each of said lots shall remain open for back yard or garden or other purposes, it being the intention of the grantors that the development of said lots not damage the prospective or future use of the lots to the South or rear of same.

PARAGRAPH "C", Lots Nos. 4, 8, and 11 in Block "B" :

(1) That no permanent building be erected within 30 feet of the South line of South Clear View Drive nor closer than 8 feet to the sideline of tract conveyed herein; (2) Not more than one dwelling shall be built on any one lot; (3) This property shall be used for residential purposes only; and (4) No dwelling shall be constructed other than a modern residence costing at least \$5,000.00.

For purposes of this Deed, South Clear View Drive and North Clear View Drive shall be understood to be 60 feet wide instead of 50 feet as shown on map in Plat Book "I", Page 61, Vance Registry; therefore, Lots 4, 8, and 11 are subject to a five-foot easement or additional right-of-way adjacent to South Clear View Drive. Similarly the lots listed in Paragraph "C" are subject to five-foot additional easement along North line of said road, and the lots listed in Paragraph "B" are subject to a ten (10) foot additional easement so that the right-of-way of North Clear View Drive shall be 60 feet instead of 50 as this road was originally laid out. This ten foot additional easement lies along the North side of said lots listed in Paragraph "B" as said lots 33 to 46, inclusive, are shown on the Plat recorded in Plat Book "I", Page 61, Vance County Register of Deeds Office, Vance County, North Carolina.

Grantors agree to pay 1963 taxes.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said party of the second part, his heirs and assigns, to his only use and behoof in fee simple forever.

And the said parties of the first part covenant with said party of the second part, his heirs and assigns; that they are seized of said premises in fee and have right to convey in fee simple; that the same are free and clear from all encumbrances, and that they will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, The said R. E. SOUTHERLAND and MARY A. SOUTHERLAND, his wife, have hereunto set their hands and seals, the day and year first above written.

R. E. Southern (SEAL)

Mary A. Southern (SEAL)

Form No. 17—Corporation Deed

Edwards & Broughton Co., Raleigh—33273—X-39

STATE OF NORTH CAROLINA,

Vance } COUNTY.

This Deed, Made this 2nd day of November, A.D. 1964
by and between Clements Motor Company, Incorporated

A corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located at South Garnett Street

of the County of Vance and State of North Carolina,

party of the first part, and
I. D. Johnson and wife, Ruby T. Johnson and
Grover L. Hedgepeth and wife, Clara T. Hedgepeth

of the County of Vance and State of North Carolina
parties of the second part,

WITNESSETH, That the said party of the first part, in consideration of -----

-----Ten and 00/100-----Dollars
to it paid by the parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said

Parties of the Second Part

and their heirs, all these lots

of land, situate, lying and being in Henderson Township,
Vance County, State of North Carolina, and more particularly

described as follows:

Lot No. Twenty-Nine (29) in Block "A" of the R. E. Southerland property as shown in Plat Book I at page 61 which sets out plat made by W. C. Fuller, Engineer, on August 15th, 1955, same being in the Vance County Register of Deeds Office, which lot is more particularly described as follows:

BEGIN at the Southwest corner of Lot #28 and run thence North 0 deg. 24'. West 147.7 feet along the West line of Lot #28 to a stake at the Southwest corner of Lot #44; thence North 88 deg. 38 min. West 75 feet along the South line of Lot #45 to a stake at the Southeast corner of Lot #46; thence South 0 deg. 24 min. East 148.4 feet along the East line of Lot #30 to a stake at the Southeast corner of Lot #30; thence South 89 deg. 14 min. East 75 feet to the POINT OR PLACE OF BEGINNING.

The South side of this lot fronts seventy-five feet on the North side of South Clearview Drive and the said South Clearview Drive for purposes of this deed shall be understood to be a street sixty feet wide and the lot described above is subject to a 5 foot easement along its southern edge adjacent to South Clearview Drive. On the original plat of this property the said street was set out to be fifty feet wide but it was later changed to sixty feet.

Lot No. Twenty-Eight (28) in Block "A" of the R. E. Southerland property as shown in Plat Book I at page 61 which sets out plat made by W. C. Fuller, Engineer, on August 15th, 1955, same being in the Vance County Register of Deeds Office, which lot is more particularly described as follows:

BEGIN at the Southwest corner of Lot # 27 and run thence North 0 deg. 24 min. West 147 feet along the West line of Lot # 27 to a stake at the Southwest corner of Lot # 43; thence North 88 deg. 38 min. West 75 feet along the South line of Lot # 44 to a stake at the Southeast corner of Lot # 45; thence South 0 deg. 24 min. East 147.7 feet along the East line of Lot # 29 to a stake at the Southeast corner of Lot # 29; thence South 89 deg. 14 min. East 75 feet to the POINT OR PLACE OF BEGINNING.

The South side of this lot fronts seventy-five feet on the North side of South Clearview Drive and the said South Clearview Drive for purposes of this deed shall be understood to be a street sixty feet wide and the lot described above is subject to a 5 foot easement along its southern edge adjacent to South Clearview Drive. On the original plat of this property the said street was set out to be fifty feet wide but it was later changed to sixty feet.

Each of the above lots is subject to the following conditions and restrictions:

- (1) That no permanent structure be erected within 30 feet of the North line of South Clearview Drive as set out above nor closer than 8 feet to the sideline of tract conveyed herein;
- (2) Not more than one dwelling shall be built on any one lot;
- (3) This property shall be used for residential purposes only;
- (4) No dwelling is to be constructed other than a modern residence costing at least \$5,000.00; and
- (5) That at least 20% of the North or rear portion of said lot remain open for a back yard or garden or other purpose, it being the intention of the grantor that these lots be developed in such a way as not damage the prospective use or future use of Lots No. 44 and 45 which are immediately to the rear of Lots No. 28 and 29.

For further description, see Deeds recorded in Book 362 at Page 341 and Book 362 at Page 343, Vance County Registry.



TO HAVE AND TO HOLD, the aforesaid

lots

of land and all privileges and appurtenances thereto, belonging, to the said Parties of the Second Part, their

heirs and assigns, to their only use and behoof forever.

And the said Clements Motor Company, Incorporated for itself its successors and assigns, covenants with the said parties of the second part their heirs and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple, that the same are free and clear from all incumbrances, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, subject to the above restrictions.



IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its secretary this day and year first above written.

BY: *[Signature]* President.

Attest: *[Signature]* Secretary.

Form No. 17—Corporation Deed

Edwards & Broughton Co., Raleigh—23273—X-30

STATE OF NORTH CAROLINA,

Vance COUNTY.

This Deed, Made this 2nd day of November, A.D. 1964
by and between Clements Motor Company, Incorporated

A corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located at South Garnett Street

of the County of Vance and State of North Carolina, party of the first part, and

I. D. Johnson and wife, Ruby T. Johnson and
Grover L. Hedgepeth and wife, Clara T. Hedgepeth

of the County of Vance and State of North Carolina
parties of the second part,

WITNESSETH, That the said party of the first part, in consideration of -----

Ten and 00/100 Dollars
to it paid by the parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said

Parties of the Second Part

and their heirs, all those lots

of land, situate, lying and being in Henderson Township,
Vance County, State of North Carolina, and more particularly

described as follows:

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Each of the above lots is subject to the following conditions and restrictions:

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- (2) Not more than one dwelling shall be built on any one lot;
- (3) This property shall be used for residential purposes only;
- (4) No dwelling is to be constructed other than a modern residence costing at least \$5,000.00; and
- (5) That at least 20% of the North or rear portion of said lot remain open for a back yard or garden or other purpose, it being the intention of the grantor that these lots be developed in such a way as not damage the prospective use or future use of Lots No. 44 and 45 which are immediately to the rear of Lots No. 28 and 29.

For further description, see Deeds recorded in Book 362 at Page 341 and Book 362 at Page 343, Vance County Registry.



TO HAVE AND TO HOLD, the aforesaid

lots

of land and all privileges and appurtenances thereto, belonging, to the said

Parties of the Second Part, their

heirs and assigns, to their only use and behoof forever.

And the said Clements Motor Company, Incorporated

for itself

its successors and assigns, covenants with the said parties of the second part, their heirs and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple, that the same are free and clear from all incumbrances, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, subject to the above restrictions.



IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by

its President, and its corporate seal to be hereto affixed and attested by its secretary this day and year first above

CLEMENTS MOTOR COMPANY, INCORPORATED

BY: *William D. Clements* President.

Attest: *William D. Clements* Secretary.