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0819 0923

PREPARED BY AND DELIVER TO: H. Norman Thorp, III, Attorney at Law, P.O. Box 1027, Oxford, N.C. 27565.

NORTH CAROLINA

GRANVILLE COUNTY

THIS DEED made this the 4th day of August, 2000 between SALLIE H. JACKSON and husband, HUBERT JACKSON, Grantor, and DAVID M. ATKINS and wife, SUZANNA W. ATKINS, 5170 Culbreth Road, Oxford, North Carolina, 27565, Grantee;

mailed 8-7-00

WITNESSETH:

THAT the said Grantor, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does give, grant, bargain, sell and convey to the said Grantee, as tenants by the entirety, their assigns, and to the survivor a certain lot or parcel of land situate in Tally Ho Township, Granville County, North Carolina, and more particularly described as follows:

Being a certain lot or parcel of land situate on the west side of S.R. 1126, Range Road, in Tally Ho Township, Granville County, North Carolina and being more particularly described as follows:

BEGINNING at a nail set in the centerline of S.R. 1126, said nail being N. 03° 20' 12" W. 2346.31 feet from the centerline of the intersection of S.R. 1126 and S.R. 1137; running thence S. 86° 31' 48" W. 30.0 feet to an iron pin set in the western right-of-way margin of S.R. 1126; thence S. 86° 31' 48" W. 551.02 feet to an iron pin set in other lands of Grantor; thence N. 03° 30' 44" W. 299.67 feet to an iron pin set this survey; thence N. 86° 27' 30" E. 551.12 feet to an iron pin set in the western right-of-way margin of S.R. 1126; thence N. 86° 27' 30" E. 30.00 feet to a nail set in the centerline of S.R. 1126; thence with the centerline of S.R. 1126 S. 03° 29' 33" E. 300.40 feet to a nail set in the centerline of S.R. 1126, being the point and place of beginning containing 4.00 acres by coordinate method as shown on that map entitled, "Surveyed for David & Susan Adkins (sic)," dated April 10, 2000 by G. Vance Powell, R.L.S. and of record in Plat Book 24, page 290, Granville County Registry. For further reference, see Deed Book 581, page 192 (Seventh Tract, Tract F-28-G, Camp Butner Lands), Granville County Registry.

It is hereby expressly agreed that title to the property is taken subject to the following restrictions which shall run with the land:

1. The property shall be known, used and described as a residential lot only and no part of said lot shall be used for any type business or store. No structure shall be erected, altered, placed or permitted to remain on said lot other than one detached single-family dwelling, and customary outbuildings which are of the same or similar construction as the residence located on said lot.

08/04/2000
\$80.00
Real Estate
Excise Tax
GRANVILLE COUNTY
STATE OF NORTH CAROLINA

H. NORMAN THORP, III
ATTORNEY AT LAW
133 WILLIAMSBORO STREET
P.O. BOX 1027
OXFORD, N.C. 27565

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2. The property shall not be re-subdivided so as to create any additional building lots.
3. No trade or business and no noxious or offensive activities shall be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry may be kept on this property.
4. No trailer, basement, tent, shack, garage, or other outbuildings erected on this residential lot shall be, at any time, used as a residence temporarily or permanently, nor shall any residence be moved onto this residential lot.
5. No single-family residence having less than 1,500 square feet of heated floor space, when measured from the outside wall, exclusive of garage, carport, basement, or other auxiliary structure, shall be erected on the lot.
6. The lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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 and shall be placed or stored in an area that cannot be seen from the street.
7. Grass and weeds are to be kept down on all vacant areas to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense.
8. Any home constructed on this lot shall be site built and principally of brick, stone, stucco, wood or vinyl siding. No manufactured housing, be it single or double wide houses or off frame or on frame modular homes, shall be constructed or brought upon the property.
9. The Grantors reserve an easement of fifteen (15) feet in width along the front and rear property lines, and five (5) feet along the side property line of the lot for present and future utility needs, such as telephone, electricity, water, sewer, gas lines or drainage. Any easements which have heretofore been granted by the Grantors are also reserved.
10. All drives and walks will be surfaced with either stone, asphalt, concrete, flagstone, brick or similar all-weather material.
11. No automobiles or trucks, without valid up-to-date license plates, shall be permitted upon said premises unless said automobiles or trucks are kept in an enclosed storage area to the rear of any dwelling; it being the intent of this covenant to prevent unused or abandoned vehicles upon the building lot and to prevent the unsightliness of same.
12. Any tanks used for the storage of fuel or other materials located on the lot shall be placed either underground or shall be screened from public view by decorative fencing or appropriate landscaping.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, as tenants by the entirety 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.

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.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

Sallie H. Jackson (SEAL)
SALLIE H. JACKSON

Hubert Jackson (SEAL)
HUBERT JACKSON

NORTH CAROLINA
GRANVILLE COUNTY

I, Nancy H. Willkinson, a Notary Public, in and for the State and County aforesaid, do hereby certify that Sallie H. Jackson and husband, Hubert Jackson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 4th day of August, 2000.



Nancy H. Willkinson
Notary Public

My commission expires: 8-5-2002

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.
The foregoing certificate of Nancy H. Willkinson a Notary Public
is certified to be correct. This instrument was presented for registration and filed in this office in Book 819
Page 923. This 4th day of August 2000 at 11:13 o'clock P.M.
Kathryn C. Everett Register of Deeds By Decky C. Leach Deputy/Assistant

H. NORMAN THORP, III
ATTORNEY AT LAW
133 WILLIAMSBORO STREET
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