

STATE OF NORTH CAROLINA, Franklin County.

THIS DEED, Made this 31st day of March, 19 76, by and between Tasker B. Southerland and
wife Susie H. Southerland

_____ of Franklin County
and state of North Carolina, hereinafter called Grantor, and Solon Sabat Southerland

_____ of Franklin _____ County and State of North Carolina, hereinafter called Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of -----ONE HUNDRED----- Dollars and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in

Louisburg Township, Franklin County, North Carolina, described as follows:

BEGINNING at an iron pipe at the North edge of the cul-de-sac situated at the East end of the Street designated as Rex Place in Rex Heights Subdivision, corner for Lot #31; thence leaving said cul-de-sac, and along the line of Lot #31, North 30 deg. 40 min. East 312.50 feet to an iron pipe, cornering, thence, leaving the line of Lot #31 East 292.90 feet to a concrete monument; thence South 29 deg. 28 min. West 258.48 feet to a concrete monument; thence South 31 deg. 36 min. West 102.10 feet to an iron pipe, corner for Lot #33; thence along the line of Lot #33 West 247.10 feet to an iron pipe at the East edge of the aforesaid cul-de-sac, corner for Lot #33; thence, leaving the line of Lot #33 and along the the Northeast edge of said cul-de-sac (the chord, North 29 deg. 40 min. West 49.50 feet) to an iron pipe at the edge of said cul-de-sac, the point of beginning, containing 2.09 acres and being designated Lot #32 on plat made by Harold B. Mullen, Registered Surveyor, dated 28 June 1969 and entitled "Property survey of Rex Heights".

The above described property, the receipt of which is hereby acknowledged is sold subject to the covenants and restrictions hereinafter set forth:

1. No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling, a private garage and other structures for use in connection with said dwelling; provided, that any such structures shall be designed, constructed and maintained in keeping with the style and design of said building.
2. No building shall be located or constructed on any lot nearer than fifty (50) feet to the front line or nearer than ten (10) feet to any side line, except as to Lots #31, #32, #33, and #34, and in that event no building shall be located or constructed on any of these lots nearer than thirty (30) feet to the front line or nearer than ten (10) feet to any side line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to enroach upon another lot.
3. No dwelling shall be permitted on any lot with less than 1100 square feet of floor space, exclusive of porches, garages and terraces, and no dwelling shall be constructed with an exterior finish other than brick, brick veneer, stone, imitation stone, wood or a material equal to or superior to the above mentioned, or a combination of any of these, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially of the same or better than that which can be purchased on the date of this deed and eliminate the possibility of the construction of a house built solely of cement block.
4. No structure of a temporary character, trailer, basement, tent, shack, garage barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No lot as shown by the official map of the above lots shall be resubdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot. In no event however, shall more than one dwelling be erected on any one lot or any one lot to which there has been made an addition.

(Continued On Reverse Side)

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7. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them, for a period of twenty years from the date of this deed, at the expiration of which period said covenants and restrictions shall terminate.

8. If any person, firm, or corporation, and their heirs or assigns, shall violate or attempt to violate any of these covenants and restrictions prior to the expiration of same, it shall be lawful for the person or persons owning more than one-half of the property contiguous to the property of the party violating or attempting to violate any of these covenants and restrictions, to prosecute and maintain any proceeding at law or equity against such person or persons to prevent him or them from doing so and/or to recover damages for such violations.

The above land was conveyed to Grantor by Walter T. Rex and Margaret M. Rex See Book No. 679 , Page 397-399
TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

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

<u>Tasker B. Southerland</u> (SEAL)	<u>Susie H. Southerland</u> (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

STATE OF NORTH CAROLINA, Franklin COUNTY.

I, Carole S. Gupton, a Notary Public of said County, do hereby certify that Tasker B. Southerland & Susie H. Southerland

Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal, this the 31st day of March
My Commission Expires: Nov. 11, 1977 Carole S. Gupton N. P. (SEAL)

STATE OF NORTH CAROLINA _____ COUNTY.

I, _____, STATE OF _____, a Notary Public of said County, do hereby certify that _____

Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal, this the _____ day of _____, 19____.
My Commission Expires: _____, N. P. (SEAL)

STATE OF NORTH CAROLINA, Franklin COUNTY.

The foregoing certificate of Carole S. Gupton, a Notary Public of Franklin Co., N. C. is certified to be correct. This instrument was presented for registration this 21st day of June, 1976 at 1:30 PM, and duly recorded in the office of the Register of Deeds of Franklin County, North Carolina, in Book 737, Page 307-308

This the 21st day of June, A. D., 1976.

Alex T. Wood Register of Deeds

This Deed drawn by _____

Warranty Deed
TASKER B. SOUTHERLAND AND
WIFE SUSIE H. SOUTHERLAND
TO
SOLON SABAT SOUTHERLAND
Consideration \$100.00 etc.
Dated 31st day of March 1976