

Revenue \$13.00

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Prepared by:
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Franklin, NC 28734

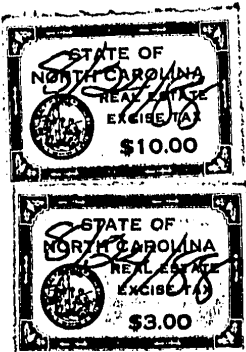


NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made and entered into this the 16th day of August, 1988, by and between JOHN P. HANNAH and wife, NORMA LEE HANNAH, Grantor; and PEGGY ANN REYNOLDS, a single woman, of 249 Beverly Road, West Palm Beach, Florida, 33405, Grantee. (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.)

W I T N E S S E T H :

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, that certain lot or parcel of land situate, lying and being in Millshoal Township, Macon County, North Carolina, and bounded and more particularly described as follows:



BEING the same lands, easements, privileges and appurtenances as described in and conveyed by a deed dated October 6, 1982, from Clifford K. Harman and wife, Irma L. Harman, to John P. Hannah and wife, Norma Lee Hannah, recorded in the office of Register of Deeds for Macon County, North Carolina, in Deed Book T-14 at page 261, and described in full therein as follows:

'Being the identical lands, premises, easements, privileges and appurtenances as are described in and conveyed by the deed from Bob Sanders and wife, Josephine Sanders to Clifford K. Harman and wife, Irma L. Harman, dated 6 June, 1980, and recorded in Deed Book E-13, page 192, Records of Macon County, North Carolina, and being more particularly described as follows:

"Being a portion of the lands described in the deed from Clyde Sanders et ux, et al, to Bob Sanders and wife, Josephine Sanders, dated May 19, 1975, and recorded in Deed Book M-10, page 216, Records of Macon County, North Carolina; subject, however, to the roadway established by the boundary line agreement dated October 21, 1976, between Clyde Sanders and wife, and Bob Sanders and wife, recorded in Deed Book H-11, page 31, Records of Macon County, North Carolina, and being more particularly described as follows:

"Being Lot No. 48 of Dogwood Subdivision, as shown on the plat of said subdivision made by J. Frank Shope, Registered Land Surveyor, dated July 26, 1976, and 27 December, 1977, and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Plat Book No. 5, page 51. Reference is hereby made to said plat and record thereof for a more complete description of the lands hereby conveyed.

"This conveyance is made subject to that portion of the 30 foot road right of way, the centerline of which forms the south boundary line of the land hereby conveyed, including any portion of the right of way which lies within the boundaries of the land hereby conveyed and to easements for existing utilities.

"Parties of the first part further convey to parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, their heirs and assigns, and all other persons who now have or may hereafter acquire the right to use the same, a 30 foot road right of way, the centerline of which is the South boundary line of the land hereby conveyed.

"Parties of the first part specifically reserve the right to convey said 30 foot road right of way to any other person, firm or corporation.

"This conveyance is made subject to the following restrictions:

"1. Said lot shall be used for residential purposes only, and no house trailer, mobile home, travel trailer and or other temporary type residence shall be placed or located upon said land. (Provided, however, owners of lots may park travel trailers upon the lot for storage purposes after a permanent dwelling has been constructed.)

"2. No building other than one-family dwellings and such buildings as are appurtenant thereto shall be erected or allowed to remain on said lot and any residence constructed upon said lot shall be completed within twelve months after construction thereof is begun.

"3. No sheet metal roofing shall be used in the construction of any building upon the lot, and the outside wall shall be either masonry, asbestos or similar siding, or weatherboarding or like material of equal value or better and if the outside walls are of wood, the same material shall be painted within twelve months from the time construction of said buildings is begun.

"4. Each residence shall contain at least 900 square feet of heated floor space and the landscaping and grassing of the land surrounding said residence shall be completed within twelve months from the time construction of said building is begun.

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"Being Lot No. 48 of Dogwood Subdivision, as shown on the plat of said subdivision made by J. Frank Shope, Registered Land Surveyor, dated July 26, 1976, and 27 December, 1977, and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Plat Book No. 5, page 51. Reference is hereby made to said plat and record thereof for a more complete description of the lands hereby conveyed.

"This conveyance is made subject to that portion of the 30 foot road right of way, the centerline of which forms the south boundary line of the land hereby conveyed, including any portion of the right of way which lies within the boundaries of the land hereby conveyed and to easements for existing utilities.

"Parties of the first part further convey to parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, their heirs and assigns, and all other persons who now have or may hereafter acquire the right to use the same, a 30 foot road right of way, the centerline of which is the South boundary line of the land hereby conveyed.

"Parties of the first part specifically reserve the right to convey said 30 foot road right of way to any other person, firm or corporation.

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"1. Said lot shall be used for residential purposes only, and no house trailer, mobile home, travel trailer and or other temporary type residence shall be placed or located upon said land. (Provided, however, owners of lots may park travel trailers upon the lot for storage purposes after a permanent dwelling has been constructed.)

"2. No building other than one-family dwellings and such buildings as are appurtenant thereto shall be erected or allowed to remain on said lot and any residence constructed upon said lot shall be completed within twelve months after construction thereof is begun.

"3. No sheet metal roofing shall be used in the construction of any building upon the lot, and the outside wall shall be either masonry, asbestos or similar siding, or weatherboarding or like material of equal value or better and if the outside walls are of wood, the same material shall be painted within twelve months from the time construction of said buildings is begun.

"4. Each residence shall contain at least 900 square feet of heated floor space and the landscaping and grassing of the land surrounding said residence shall be completed within twelve months from the time construction of said building is begun.

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"5. No outside toilets shall be built on said lot and all sanitary installations shall be in compliance with the rules and regulations of the Health Department of the State of North Carolina.

"6. No residence or other buildings shall be built closer than ten (10) feet to any property line or road right of way.

"7. No part of said lot shall be used as or for a junk yard or for any unsightly or obnoxious purposes.

"8. Owners of lots are required to install their own drain-tile under driveways. Said drain-tile shall be a minimum of 12 inches in diameter.

"9. Owners of lots shall be required to mow and/or gove each lot at least twice per year.

"10. All lot owners shall be responsible for maintenance of road on a pro-rata basis.

"Parties of the first part reserve for themselves, their heirs and assigns, a utility easement (including water, power and telephone) along all lot lines with the further right to go on said land to install or maintain any of said utilities.

"Parties of the first part further convey unto parties of the second part, their heirs and assigns, the right, privilege and option, to take sufficient water for one single family dwelling from the well located on Lot No. 51 of Dogwood Subdivision as shown on the plat hereinabove referred to, together with an easement for the installation and maintenance of a water pipeline leading from said well to the lands hereby conveyed. This conveyance is conditioned, however, upon parties of the second part, their heirs and assigns, paying a pro-rata share of the maintenance and utility costs in connection with the use of said well. Parties of the first part reserve unto themselves, their heirs and assigns, the right to convey similar water rights and easements from said well for not more than eight other dwellings to be constructed upon other lands of the first part."

TO HAVE AND TO HOLD, the aforesaid lots or parcels of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple.

AND the Grantor covenants with the Grantee that Grantor is seized of said 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.

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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.

John P. Hannah (SEAL)
JOHN P. HANNAH
Norma Lee Hannah (SEAL)
NORMA LEE HANNAH

STATE OF FLORIDA
COUNTY OF Palm Beach

I, Martha A. Laufenberg, a Notary Public, do hereby certify that JOHN P. HANNAH and wife, NORMA LEE HANNAH, each personally appeared before me this day and acknowledged the due execution by them of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 22nd day of August, 1988.

My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires on 2, 1991
Bonded By SAFECO Insurance Company of America
(seal)

Martha A. Laufenberg
Notary Public

NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Martha A. Laufenberg, a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 4-17 at page 488.

This 24 day of August, 1988, at 3:40 o'clock P. M.

Milton Louis & Co.
REGISTER OF DEEDS

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