

STATE OF NORTH CAROLINA, }

+ 4 \$3.85 rev.

MACON

COUNTY.

This Deed, Made this 28th day of May
 A. D. 1967, by and between J. J. & K. INC.

A corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located at Franklin of the County of Macon and State of North Carolina Party of the first part, and DR. EUGENE WILMOTH LAWRENCE, JR. and wife ELIZABETH S. LAWRENCE

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

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

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 tracts or parcels of land, situate, lying and being in Franklin Township, Macon County, State of North Carolina,

and more particularly described as follows:

FIRST TRACT: BEGINNING on an iron pin in the center line of Hemlock Drive, said point being located the following five courses and distances from the Southwest corner of Lot No. 10 of Hemlock Hill Subdivision, Section No. 1, as shown by survey and plat thereof recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Plat Book No. 2 at page 80: North 71 degrees 23 minutes West 30.11 feet, South 33 degrees 37 minutes West 50 feet, South 23 degrees 25 minutes West 158.28 feet, North 55 degrees 51 minutes West 98.0 feet and North 37 degrees 28 minutes West 25 feet to said point of Beginning; runs thence North 37 degrees 28 minutes West 326.5 feet to an iron rod; thence North 56 degrees 40 minutes East 76.65 feet to an iron rod; thence North 32 degrees 48 minutes East 209.68 feet to an iron rod; thence North 69 degrees 55 minutes East 138.68 feet to an iron rod; thence South 53 degrees 08 minutes East 50.08 feet to an iron rod; thence South 28 degrees 23 minutes East 27.0 feet to an iron rod; thence South 0 degrees 08 minutes West 88.3 feet to an iron rod; thence South 14 degrees 13 minutes East 71.4 feet to an iron rod; thence South 5 degrees 33 minutes West 90 feet to an iron rod; thence South 29 degrees 02 minutes West 186.04 feet to an iron rod; thence South 52 degrees 32 minutes West 62.34 feet to an iron rod; thence continuing South 52 degrees 32 minutes West 39.12 feet to the point of BEGINNING, containing 2.65 acres as surveyed by Richard H. Slagle in April, 1967, and as shown on his unrecorded plat of same date.

SECOND TRACT: Party of the first part further conveys to parties of the second part, their heirs and assigns, the right to use in common with party of the first part, its successors and assigns, the road and 60-foot road right of way extending from State Road No. 1318 to the land herein conveyed.

Party of the first part reserves for itself, its successors and assigns, the right to use in common with parties of the second part, their heirs and assigns, the roadway and 60-foot road right of way, the center line of which follows the center line of the roadway which is located on the land conveyed herein.

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This conveyance is made subject, however, to the following express stipulations and restrictions:

1. The land hereby conveyed shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot as shown by said recorded plat other than one detached single-family dwelling together with a garage, carport and other usual outbuildings.
2. Each dwelling house shall have a floor space of at least 1500 square feet except that dwellings with a smaller area of floor space may be constructed if the total cost of such dwelling exceeds \$17,000.00.
3. No building shall be placed closer than 10 feet to any boundary line of a lot unless two or more lots are improved as a unit, in which event said restriction shall apply only to the boundaries of the unit.
4. No goods, wares or merchandise shall be manufactured or sold or offered for sale or possessed for sale on any portion of said land, and no trade, business or profession, or any boarding or rooming house shall be carried on thereon, and nothing shall be done or permitted thereon that shall constitute a nuisance or shall be offensive to the neighborhood.
5. No temporary house, tent, trailer or camper shall be placed upon any lot.
6. The lots hereinabove described 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 materials shall be kept in clean and sanitary condition.
7. Only a sewage system constructed, equipped and approved by the State Board of Health shall be installed upon the premises.
8. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock except pleasure horses and household pets shall be kept or maintained on any part of said property.

The above restrictions are covenants running with the land and shall be effective as to parties of the second part, their heirs and assigns, for a period of 40 years from the date hereof.

Party of the first part reserves for itself, its successors and assigns, rights of way for easements for water lines, electric distribution lines and other utilities along all roadways as shown on said plat.



TO HAVE AND TO HOLD, the aforesaid tracts or parcels
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 party of the first part 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 right to convey the same in fee sim-
ple, 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.

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.

(Corporate Seal)

J J & K INC.
By: R. B. Jones President.

Attest:

R. L. Jones
Secretary.

NORTH CAROLINA,

_____ COUNTY,

This _____ day of _____, 19____, personally came before me _____

_____ for said County.

Who being by me duly sworn says that he knows the common seal of the _____

_____ and is acquainted with

_____ who is the

President and presiding member of said Corporation, and that he, the said _____

_____ is the Secretary of the said Corporation and saw the said President

sign the foregoing instrument and saw the said common seal of said Corporation affixed to said

instrument by said President (or, and that he the said _____

Secretary as aforesaid, affixed said seal to said instrument), and that he, the said _____

_____ signed his name in attestation of said instrument
in the presence of said President of said Corporation.

Let the instrument with the certificate be registered.

NORTH CAROLINA,

MACON COUNTY.

This 28th day of April, A. D. 1967, personally came before me, R. S. Jones, Who, being by me duly sworn, says that he is the president of J. J. & K. INC. and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said R. S. Jones Acknowledged the said writing to be the act and deed of said Corporation. *Witness my hand and Notarial Seal.*

State of

77. C.

County of

Macon

James L. Simpson
Notary Public, Macon County, N. C.
My Commission Expires: Dec. 22, 1967

SS.

The foregoing (or annexed) Certificate of Occile Gibson

is adjudged to be correct. Let the instrument and the Certificate be registered.

This 1 day of

May A. D. 1967
Elizabeth E. Byrd Clerk.
Superior Court.

Corporation Deed

J. J. & K. INC.

TO

DR. EUGENE WILMOTH LAWRENCE,
JR. and wife ELIZABETH S.
LAWRENCE

Consideration, - - - \$ 10.00

Dated 28th day of April 1967.

Filed for registration on the 1 day of

May, 1967, at 10 o'clock

A. M., and registered in the office of

Register of Deeds for Macon

County, N. C., 1 day of May,

1967, at 10:15 o'clock A. M.

in Book 8-7 of Deeds, and Page 209 &c

Edna W. Shappe
Register of Deeds.