



State of North Carolina, Johnston Co.
Filed for Registration at 2:00 P M.
October 9 2002
Register of Deeds Office
Recorded in Book 2306 Page 948
By Clayton

NORTH CAROLINA GENERAL WARRANTY DEEDExcise Tax: 230.00Parcel Identifier No 05G04026E Verified by _____ County on the _____ day of _____, 20____
By: _____Mail/Box to: BEAVER & GREEN, PA 498 NC Highway 42 W Clayton NC 27520This instrument was prepared by: BEAVER & GREEN, PABrief description for the Index: 1.0 ac Government RdTHIS DEED made this 17 day of September, 2002 by and between

GRANTOR

WELLBUILT CONSTRUCTION COMPANY INC.

GRANTEE

WHEATLEY D. ANDERSON

80 Government Road
Clayton, NC 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of Clayton Township, Johnston County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2236 page 950.

A map showing the above described property is recorded in Plat Book _____ page _____.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002
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www.JamesWilliams.com

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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, other than the following exceptions:

SEE ATTACHED EXHIBIT "B"

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

WELLBUILT CONSTRUCTION COMPANY INC.

(Entity Name)

By:

Title:

By:

Title:

By:

Title:

USE BLACK INK ONLY

SEAL-STATE

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

_____ personally came before me this day and acknowledged that he is the _____ of _____ a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

SEAL-STATE

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct.

This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002 Pro
Printed by Agreement with the NC Bar Association - 1981 Reg.

Stamp \$ 2.00
\$ 21.00
\$ 230.00

+ James Williams & Co., Inc.
www.JamesWilliams.com

EXHIBIT "A"

BEGINNING at a nail in the centerline of NCSR 1556, said beginning point being the northwest corner of a 1.8 acre lot belonging to William H. Kirby, Jr. and recorded in Book 877, Page 74, Johnston County Registry; thence with the Kirby line North 83 degrees 32 minutes 15 seconds East 200.45 feet to an iron pipe in the line of J. M. Coats; thence with the line of J. M. Coats, South 04 degrees 35 minutes 12 seconds East 212.60 feet to an iron pipe; thence a new line with the Kirby lot South 83 degrees 38 minutes 22 seconds West 209.89 feet to a nail in the centerline of NCSR 1556; thence along the centerline of NCSR 1556 North 02 degrees 02 minutes 33 seconds West 212.75 feet to the point and place of BEGINNING containing 1.0 acre, more or less, according to survey and plat entitled, 'Survey for Millie Kirby' and dated October 29, 1984, by Ragsdale Engineers, P.A., and being the northern portion of the 1.8 acre lot referred to hereinabove.

EXHIBIT "B"

- a) Public service and utility easements of record.
 - b) Restrictions of record.
 - c) Real estate taxes for 2003 and subsequent years.
-

52894

State of North Carolina, Johnston Co.
 Filed for Registration at 1:30 P. M.
Apr 5 1988 in the
 Register of Deeds Office.
 Recorded in Book 1124 Page 721
Allen N. Wall
 Register of Deeds

Excise Tax \$1.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____

Mail after recording to _____ PREPARED BY:
 JOHN A. WHITLEY, ATTORNEY
 P. O. BOX 1738
 SMITHFIELD, NC 27577

This instrument was prepared by _____

Brief description for the Index

Lot Clayton Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31 day of MAY MARCH, 19 88, by and between

GRANTOR

GRANTEE

DOUGLAS WAYNE ANDERSON and wife,
 WHEATLEY DUBLIN ANDERSON

CONVEYANCE OF THIS PROPERTY
 HAS BEEN DULY NOTED ON THE
 TAX RECORDS.

TAX SUPERVISOR 7/5/89

RICHARD WAYNE ALLEN and wife,
 JACQUILYN FAY ALLEN

218 East Main Street
 Clayton, NC 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of (NOT APPLICABLE) Clayton Township,

Johnston

County, North Carolina and more particularly described as follows:

Beginning at a point North 6 degrees 25 minutes 30 seconds West 132.29 feet from the centerline of NCSR 1555, said beginning point marking the Northeastern corner of property now or formerly owned by Richard Wayne Allen and wife, and said beginning point being in the Western property line of property now or formerly owned by J.M. Coates; thence South 80 degrees 6 minutes 53 seconds West 219.13 feet as the Northern property line of the said Allen property to a point in the centerline of NCSR 1556, said point marking the Northwestern corner of the said Allen property; thence North 2 degrees 2 minutes 33 seconds West 25 feet to a point, a new Southwestern corner with Douglas Wayne Anderson and wife; thence North 84 degrees 17 minutes 38 seconds East 216.88 feet as a new Southern property line of the said Anderson property to a point, a new Southeastern corner of the said Anderson property, said point being in the Western property line of property now or formerly owned by J.M. Coates; thence South 4 degrees 36 minutes 20 seconds East 9 feet to the point and place of beginning; containing 2500 square feet or .06 acres, more or less.

The property hereinabove described was acquired by Grantor by instrument recorded in

Book 1042, Page 102 Johnston County Registry.....(portion of).....

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Johnston County Ad Valorem taxes for the years 1988 and thereafter.

Any and all easements, rights of way, and/or restrictions of record.

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.

.....
(Corporate Name)

By:
..... President

ATTEST:
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

DOUGLAS WAYNE ANDERSON

WHEATLEY DUBLIN ANDERSON

SEAL-STAMP

NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that DOUGLAS WAYNE ANDERSON and wife, WHEATLEY DUBLIN ANDERSON, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31 day of MAY 1989.

My commission expires: Dec 9, 89 D. Randolph Wall Notary Public



NORTH CAROLINA, JOHNSTON County.

I, a Notary Public of the County and State aforesaid, certify that DOUGLAS WAYNE ANDERSON and WHEATLEY DUBLIN ANDERSON, Grantor, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of APRIL 1989.

My commission expires: 11-12-92 Arlene M. Perry Notary Public

The foregoing Certificate(s) of Arlene M. Perry, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By D. Randolph Wall REGISTER OF DEEDS FOR Johnston COUNTY

By Deputy/Assistant - Register of Deeds

Pro. \$ 1.00
Reg. \$ 2.00
Stamp \$ 1.00

Drawn by: W. KENNETH HINTON, ATTY.

800* 822 PAGE 593

THIS DEED, made this 14th day of September, 19 77, by DONALD RAY ALLEN AND WIFE, BRENDA P. ALLEN

of Johnston County, North Carolina, hereinafter called Grantors,
To RICHARD WAYNE ALLEN AND WIFE, FAYE CROCKER ALLEN

of Johnston County, North Carolina, hereinafter called Grantees.

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell and convey unto the Grantees, their heirs, and/or successors and assigns, premises in Cleveland Township, Johnston County, North Carolina described as follows:

Being a tract of land containing 1.03 acres located at the northeast intersection of N. C. S. R. #1555 in Cleveland Township, Johnston County, North Carolina and being more particularly described as follows:

BEGINNING at a point where N. C. S. R. #1556 intersects with S. R. #1555 and runs thence with the center of N. C. S. R. #1556 North 09 degrees 04 minutes West 200 feet to a point; thence continuing along the center line of N. C. S. R. #1556 North 04 degrees 38 minutes 51 seconds West 115.28 feet to a point in the center of said road, William H. Kirby's corner; thence with his line North 78 degrees 17 minutes 43 seconds East 219.13 feet to an established iron stake in the line of J. M. Coates; thence with his line South 06 degrees 25 minutes and 30 seconds East 132.29 feet to the center line of N. C. S. R. #1555; thence with the center line of said road the following courses and distances: South 53 degrees 27 minutes West 100 feet; South 40 degrees 36 minutes West 100 feet and South 25 degrees 29 minutes West 100 feet to the BEGINNING point containing 1.03 acres according to a map made by Ragsdale Engineers, dated June 4, 1977.

COVENANCE OF THIS PROPERTY
HAS BEEN FULLY NOTED ON THE
TAX RECORDS. B
TAX SUPERVISOR

State of North Carolina Real Estate Excise Tax \$ 11.00 Paid.

The above land was conveyed to Grantors by _____ See Book _____ Page _____

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant that they are seized of said premises in fee and have 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 they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

The plural number as used herein shall equally include the singular. The masculine or feminine gender as used herein shall equally include the neuter.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals.

(SEAL)

Donald Ray Allen (SEAL)

(SEAL)

Brenda P. Allen (SEAL)

STATE OF NORTH CAROLINA-JOHNSTON COUNTY

Linda B. Spence

a Notary Public of said County, do hereby certify

Donald Ray Allen and wife, Brenda P. Allen

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

Witness my hand and notarial seal/stamp, this 14th day of September, 19 77.

(Notarial Seal/Stamp Here)

My commission expires: 12-16-79

Amelia S. S. N. P.

STATE OF NORTH CAROLINA-JOHNSTON COUNTY

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

that _____ Grantors, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal/stamp, this _____ day of _____, 19 _____.

(Notarial Seal/Stamp Here)

My commission expires: _____ N. P.

STATE OF NORTH CAROLINA-JOHNSTON COUNTY

The foregoing certificate(s) of _____

Linda B. Spence

Notary (Notaries) Public is (are)

certified to be correct. This instrument was presented for registration and recorded in Book 822 Page 593

This September 14, 19 77 at 4:00 P. M.

Julia Carley
Register of Deeds

By _____ Deputy Register of Deeds

BOOK 1857 PAGE 259

State of North Carolina, Johnston Co.
Filed for Registration at 8:40 A.M.
Aug 10 19 99 in theRegister of Deeds Office
Recorded in Book 1857 Page 259Phyllis N. Wall
Register of Deeds

By

Donna C. Coats
Deputy

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 05G04029E

Verified by County on the day of
by

Mail after recording to Tew & Atchison, P.A., Attorneys at Law, P.O. Box 145, Clayton, NC 27520

This instrument was prepared by Tew & Atchison, P.A., Attorneys at Law

Brief description for the Index

2.25 Acres, Clayton Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 5 day of August, 1999, by and between

GRANTOR

GRANTEE

ANTHONY B. COATS

ANTHONY B. COATS AND WIFE,
DONNA C. COATS, as Tenants by
the Entirety885 Barber Mill Road
Clayton, North Carolina 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of Clayton, Johnston County, North Carolina and more particularly described as follows:

BEGINNING at a nail in the center line of North Carolina Secondary Road No. 1555, said point being 956.69 feet from the intersection of North Carolina Secondary Roads Nos. 1556 and 1555, and running thence as a new line with the James B. Coats property as described in Book 602, page 492, Johnston County Registry North 9 degrees 26 minutes 17 seconds West 353.31 feet to an iron pipe set; thence North 9 minutes 52 minutes 42 seconds East 90.78 feet to an iron pipe set; thence continuing with the line of the James B. Coats property South 70 degrees 30 minutes 00 seconds East 346.93 feet to an iron pipe set; thence South 76 degrees 31 minutes 24 seconds East 178.19 feet to a nail in the center line of North Carolina Secondary Road No. 1555; thence with the center line of North Carolina Secondary Road No. 1555 the following courses and distances: South 52 degrees 48 minutes 56 seconds West 101.31 feet to a nail, South 55 degrees 6 minutes 36 seconds West 97.11 feet to a nail, South 58 degrees 2 minutes 31 seconds West 86.69 feet to a nail, South 60 degrees 41 minutes 10 seconds West 115.55 feet to a nail and South 63 degrees 15 minutes 29 seconds West 137.11 feet to a nail, the point of BEGINNING, and being a triangular shaped tract of land containing 2.25 acres, excluding highway right of way, and a portion of the James B. Coats property as described in Book 602, page 492, Johnston County Registry. This is the same property conveyed to Anthony B. Coats in deed from Tillie W. Coats, Widow, et al, dated November 14, 1994, and recorded at 3:11 P.M., November 18, 1994, in Book 1412, page 448, Johnston County Registry.

It is the intention of Grantor, by this conveyance, to vest title in the above-described property in himself and his wife, Donna C. Coats, as tenants by the entirety, pursuant to the provisions of G.S. 39.13.3 (b) of the laws of the State of North Carolina

The property hereinabove described was acquired by Grantor by instrument recorded in

Book 1412, page 448, Johnston County Registry.

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

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.

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

ANTHONY B. COATS (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)



NORTH CAROLINA, JOHNSTON County.

I, a Notary Public of the County and State aforesaid, certify that ANTHONY B. COATS Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 day of August 1999

My commission expires: 4-12-2002 Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of

My commission expires: Notary Public

The foregoing Certificate(s) of Patsy S. Olive NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Phyllis N. Wall, Janna S. Stallings, REGISTER OF DEEDS FOR JOHNSTON COUNTY, Deputy, Register of Deeds

Pro 2.00
Reg 8.00
Stamp 0

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0-

Parcel Identifier No. **05G04040G** Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: W. Thurston Debnam, Jr. (wk) (WITHOUT TITLE EXAMINATION)

Brief description for the Index: _____

THIS DEED made this _____ day of May, 2012, by and between

GRANTOR	GRANTEE
MICHAEL H. COATS, Unmarried and KENNETH M. COATS and wife, DEBORAH L. COATS 1105 Barber Mill Road Clayton, NC 27520	ANTHONY B. COATS and wife, DONNA C. COATS 885 Barber Mill Road Clayton, NC 27520

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in Johnston County, North Carolina and more particularly described as follows:

BEING all of Tract 2, containing 30.636 acres, as the same is shown on map recorded in Plat Book 66, Page 333, Johnston County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____, Page _____, Wake County Registry.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 66, page 333.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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, other than the following exceptions:

1. Public utility easements and rights of way to public roads and street.
2. Property taxes for subsequent years.
3. Any restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)
By: _____
Print/Type Name & Title: _____
By: _____
Print/Type Name & Title: _____
By: _____
Print/Type Name & Title: _____
By: _____
Print/Type Name & Title: _____

Michael H. Coats (SEAL)
Print/Type Name: MICHAEL H. COATS

Kenneth M. Coats (SEAL)
Print/Type Name: KENNETH M. COATS

Deborah L. Coats (SEAL)
Print/Type Name: DEBORAH L. COATS

Wendy B. Kerns (SEAL)
Print/Type Name: _____

State of NC - County of Nash
I, the undersigned Notary Public of the County of Nash and State aforesaid, certify that MICHAEL H. COATS personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 17 day of May, 2012.

My Commission Expires: 9/30/2015
(Affix Seal)

Wendy B. Kerns
Notary Public
Notary's Printed or Typed Name

State of NC - County or City of Nash
I, the undersigned Notary Public of the County of Nash and State aforesaid, certify that KENNETH M. COATS and DEBORAH L. COATS personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 17 day of May, 2012.

My Commission Expires: 9/30/2015
(Affix Seal)

Wendy B. Kerns
Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____
I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

Filed in JOHNSTON COUNTY, NC CRAIG OLIVE, Register of Deeds Filed 03/02/2015 03:26:37 PM
DEED BOOK: 4563 PAGE: 204-213 INSTRUMENT # 2015445597
Real Estate Excise Tax: \$16.00 Deputy/Assistant Register of Deeds: Amy Zieverink

Mail to: Grantee
Prepared by: Joseph N. Callaway, Battle Winslow Scott & Wiley, P.O. Box 7100, Rocky Mount, NC 27804
(no title examination)
Parcel IDs: 164600-82-3240; 164600-82-4780
Excise Tax: \$16.00

NORTH CAROLINA

JOHNSTON COUNTY

SPECIAL WARRANTY TRUSTEE'S DEED

This Special Warranty Trustee's Deed made this 24th day of February, 2015, by Joseph N. Callaway, Trustee in Bankruptcy for the matter of *Gregory & Parker, Inc.*, Chapter 7 case number 12-01382-8-SWH in the United States Bankruptcy Court for the Eastern District of North Carolina, to J. Cortland Frederick, Jr., an unmarried man, having a current address of 213 Valley Mill Road, Huddleston, VA 24104 ("Grantee").

WITNESSETH THAT WHEREAS

1. On February 22, 2012, Gregory & Parker, Inc. (the "Debtor") filed a Chapter 11 bankruptcy petition in the United State Bankruptcy Court for the Eastern District of North Carolina, the case bearing caption number 12-01382-8-SWH. Debtor's Chapter 11 Plan was confirmed. Subsequently thereafter, on November 13, 2013, the Court ordered Debtor's case converted to Chapter 7 of the Bankruptcy Code and appointed Joseph N. Callaway as Chapter 7 Trustee in the case. A copy of his appointment is attached hereto as "Exhibit A".

2. Pursuant to the order in the aforesaid bankruptcy proceeding, entered by the Honorable Stephani W. Humrickhouse, U.S. Bankruptcy Judge, dated December 11, 2014 ("Order"), the Trustee was authorized to sell the real property described herein below to Grantee for the purchase price of \$8,000.00. A copy of the Order is attached hereto as "Exhibit B" and incorporated herein by

reference.

3. The approximate purchase price of \$8,000.00 has now been paid at closing by the Grantee in full and in accord with the terms of the Order.

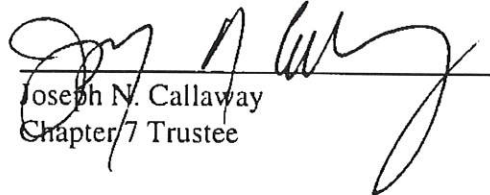
NOW THEREFORE, the Trustee, under authority of the aforesaid Order of the Bankruptcy Court and in consideration of said purchase price, has bargained and sold, and by these presents does hereby bargain, sell and convey without warranty unto the Grantee, his heirs, successors and assigns, all interests of the aforesaid bankruptcy estate in that certain real property located in Cleveland Township, Johnston County, North Carolina which is more particularly described on "Schedule 1" attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD said real property, together with all privileges and appurtenances thereto belonging, unto Grantee, their successors and assigns forever, in as full and ample manner as the said Joseph N. Callaway, Trustee in Bankruptcy as aforesaid, is authorized and empowered to convey the same.

IN TESTIMONY WHEREOF the Trustee has hereunto set his hand and seal the day and year first above written.

{ SIGNATURE ON FOLLOWING PAGE }

SIGNATURE PAGE TO
TRUSTEE'S DEED BETWEEN
CALLAWAY AND FREDERICK

 (SEAL)
Joseph N. Callaway
Chapter 7 Trustee

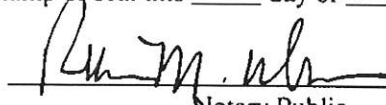
STATE OF NORTH CAROLINA

COUNTY OF NASH

I, Rebecca M. Weaver, a Notary Public of aforesaid state and county, do hereby certify that Joseph N. Callaway, ("Trustee") personally appeared before me this day and by authority duly given, voluntarily acknowledged the due execution of the foregoing instrument for the purpose stated therein and in the capacity indicated. I certify that the Trustee personally appeared before me the day, and (check one of the following)

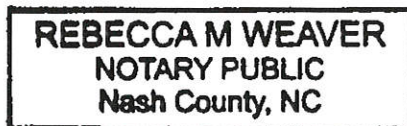
- ☒ (I have personal knowledge of the identity of the Trustee); or
☐ (I have seen satisfactory evidence of the Trustee's identity, by a current or state or federal identification with the Trustee's photograph in the form of: (check one of the following)
☐ a drivers license or
☐ in the form of _____); or
☐ (a credible witness has sworn to the identity of the Trustee).

Witness my hand and official stamp or seal this 24th day of February, 2015.

 (signature)
Notary Public
Rebecca M. Weaver (print/type)
Notary Public

My Commission Expires: 2-22-19

[NOTARY SEAL]





SO ORDERED.

SIGNED this 13 day of November, 2013.

Stephani W. Humrickhouse
Stephani W. Humrickhouse
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION

IN RE:	)	CASE NO.
	)	
GREGORY & PARKER, INC.,	)	12-01382-8-SWH
	)	
	)	
GREGORY & PARKER –	)	12-01383-8-SWH
SEABOARD, LLC,	)	
	)	
DEBTOR	)	CHAPTER 7

ORDER CONVERTING CASES

This matter coming to be heard upon the Bankruptcy Administrator's motion to convert the Debtors' cases to Chapter 7 pursuant to 11 U.S.C. §1112; and, upon considering the pleading, good cause exists to grant the Bankruptcy Administrator's motion.

The Debtors filed their Chapter 11 bankruptcy petitions on February 22, 2012. On September 27, 2013, the Debtors' respective Chapter 11 Plans were confirmed. Subsequently thereafter, on October 16, 2013, the Bankruptcy Administrator filed a motion to convert the Debtors' cases to Chapter 7. Within her motion, the Bankruptcy Administrator requested that Joseph N. Callaway be appointed Chapter 7 Trustee. In

response to the motion to convert, Gregory & Parker, Inc., Gregory & Parker – Seaboard, LLC and William & Diana Parker (the principals of the Debtors) each filed responses in support of said motion

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Bankruptcy Administrator's motion to convert the Debtors' cases is **APPROVED**, and that the bankruptcy cases of Gregory & Parker, Inc. and Gregory & Parker – Seaboard, LLC are hereby converted to Chapter 7 of the Bankruptcy Code.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Joseph N. Callaway is appointed as Chapter 7 Trustee for both bankruptcy cases.

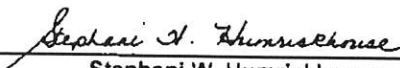
SO ORDERED

END OF DOCUMENT



SO ORDERED.

SIGNED this 11 day of December, 2014.


Stephani W. Humrickhouse
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION**

IN RE:

CASE NO.: 12-01382-8-SWH

GREGORY & PARKER, INC.

CHAPTER 7

DEBTOR.

**ORDER ALLOWING TRUSTEE'S AMENDED MOTION FOR SALE OF REAL
PROPERTY FREE AND CLEAR OF LIENS**

THIS MATTER came before this United States Bankruptcy Judge upon the Motion of Joseph N. Callaway, Chapter 7 Trustee in the above-captioned bankruptcy case, seeking authority to sell the remaining real property of the Debtor free and clear of liens, claims and interests pursuant to 11 U.S.C. § 363 (DE # 693; the "Motion"), and the response objecting to such relief filed by William Douglas Parker, III and wife Diana Parker (the "Parkers") (DE # 699; the "Response"). The matter was noticed and called for hearing December 11, 2014 in Raleigh, NC. Based upon the pleadings, the representations of counsel Motion and other matters of record in this bankruptcy case, the Court makes the following findings and conclusions:

1. Gregory & Parker, Inc. (the "Debtor") filed a petition for relief under Chapter 11 of the Bankruptcy Code on February 22, 2012. The case was converted to Chapter 7 on November 13, 2013 (DE # 102). Joseph N. Callaway was appointed as its Chapter 7 Trustee (the "Trustee").
2. The Motion was filed under 11 U.S.C. § 363 and Bankruptcy Rules 6004 and 6007, and seeks authority to sell identified real property free and clear of liens and encumbrances, with attachment of all liens and claims to the net sale proceeds in order of relative priority. This matter is a core proceeding pursuant to 11 U.S.C. § 157 and this Court has core jurisdiction over this matter.
3. The Parkers are former owners of the Debtor, and are Chapter 11 debtors in their own right in case # 12-03128-8-SWH pending before this Court. Their home and residence is

adjacent to some of the subject real estate, and the sale thereof would affect their residential exemption rights available under 11 USC § 522 and NCGS 1C-1601(a)(1) in that case.

4. The shopping center and adjacent business real estate and related assets of the Debtor located in Raleigh, NC, were sold pursuant to the Debtor's confirmed plan of reorganization prior to appointment of the Trustee and conversion of the case to Chapter 7. The Motion concerns only the three remaining tracts of non-business real estate assets available in the Debtor's case, all three tracts being located in Johnston County, North Carolina (collectively referred to herein as the "Parcels"), with the following Johnston County tax parcel numbers and reference descriptions:

- a. Parcel Number 06D02017C more particularly described in Exhibits A and B attached to the Motion, consisting of approximately 34 acres ("Parcel C").
- b. Parcel Number 06F03010A more particularly described in Exhibits C and D attached to the Motion, consisting of approximately 4.5 acres ("Parcel A").
- c. Parcel Number 06F03010B more particularly described in Exhibits E and F attached to the Motion, consisting of (approximately 2.27 acres ("Parcel B").

5. The Trustee reports that other than local ad valorem taxes that may be due to the Johnston County tax authorities, there appears to be no recorded deeds of trust, mortgages or other secured claims and encumbrances existing against the Properties. He further reports that Parcel C consists of undeveloped rural real estate that is not adjacent to any other assets of the Debtor or the Parkers. Parcels B and A consists of real estate adjacent to the Parker's home and directly affect the Parkers' access thereto. Parcels B and A are not developable land and ostensibly would appear to have little value to anyone other than the Parkers.

6. The Trustee further reports that in response to the Motion, he has received an offer to purchase Parcel A and Parcel B (the tracts contiguous with the Parker's residence) for \$4000.00 each (a total of \$8000.00) from Mr. J. Courtland Frederick, who is the grandson of the Parkers. The Trustee believes that such offer is valid and in keeping with the likely result of a public auction. In addition, a private sale of Parcels A and B would save the bankruptcy estate the cost of an auctioneer commission. The Trustee therefore amended the Motion at hearing to seek authority to re-notice by written pleading to be filed in the case (the "Notice") sales of Parcel A and Parcel B at private offer to Mr. Frederick or his assigns, subject to upset bidding as may be set forth in the Notice and consistent with the rules and customs of such private offering real estate sales by Chapter 7 trustees in this judicial district and court. The Parkers through the statement of their counsel attending the hearing on the Motion and Response consented to such amendment.

7. The Trustee further reports that he has not received in response to the Motion an acceptable offer from Mr. Frederick or anyone else with respect to Parcel A (the undeveloped 34 acres) and that he seeks authority to proceed with the public auction thereof as set forth in and consistent with the Motion.

8. The Court finds that good cause exists to allow the Trustee to proceed with a sale of the Properties pursuant to 11 U.S.C. § 363 at both public and private sale consistent with the procedures set forth in the Motion.

THEREFORE, it is hereby ORDERED and DECREED:

1. The Motion is ALLOWED, as amended by the Trustee at the hearing and set forth below.

2. The Trustee is hereby authorized and ordered to sell the Parcel A at public auction, free and clear of all liens and encumbrances, except that ad valorem taxes shall be paid from sale closing, pursuant to 11 U.S.C. § 363, with valid secured liens, claims, clouds of title and encumbrances to transfer to the net sale proceeds in their relative order of priority and with all objections thereto reserved, and pursuant to the following further terms and requirements:

- a. The Trustee shall file a Notice of Public Sale after entry of this Order setting an exact date, time and place for the sale, and noting the proposed auctioneer compensation scale.
- b. Proper advertisement of the date, time and place of the sale shall be issued.
- c. At or shortly after the sale, the successful buyer shall post a ten percent (10%) at risk deposit based on the winning bid (the "Deposit"), such an amount to be held by the Trustee in the estate bank account for credit at closing.
- d. In the event the buyer does not close within thirty (30) days of the entry of the sale confirmation order, the Buyer(s) shall be deemed to have waived the Deposit and the Trustee will retain the same to apply towards its damages for the failure to close. Alternatively the Trustee may extend the closing or may in his discretion extend the time for closing. If the buyer is at fault, the Trustee may impose a \$50/day fine for each subsequent day beyond 30 days until the sale is complete.
- e. At closing, the bankruptcy estate shall bear and pay from closing the costs of past year ad valorem taxes and pro rate current year ad valorem taxes. In addition, the bankruptcy estate shall bear such other costs of sale as may normally be paid by a seller in North Carolina real estate closings, such as recording fees and revenue stamps. The buyer shall bear all other costs of sale, including any survey and borrowing costs.
- f. The costs of sale, including the allowed Auctioneer's Commission and fees, shall be paid ahead of any liens, secured claims and encumbrances asserted against Parcel A, regardless of whether or not secured creditors are paid in full from the sale on the related liens

3. The Trustee is further authorized and ordered to sell the Parcel B and Parcel C at private sale free and clear of all liens and encumbrances, except ad valorem taxes paid from the sale, pursuant to 11 U.S.C. § 363, with valid secured liens, claims, clouds of title and encumbrances to transfer to the net sale proceeds in their relative order of priority and with all objections reserved. The Trustee shall file a new Notice of Private Sale to Mr. Frederick or his assign consistent with the terms announced at the hearing of this matter, and providing an upset bid period of fourteen (14) days consistent with sales of this type in Chapter 7 cases.

4. The net sale proceeds from all three Parcels shall be paid by the closing attorney to the Trustee for the bankruptcy estate, and after retaining such amounts as may be allowed under 11 U.S.C. § 506(c) (if necessary) for commissions and fees as stated above, all valid, perfected and allowed secured claims shall transfer to the net proceeds of the sale in their respective order of priority. The remaining balance of the sale proceeds, if any, shall be retained by the bankruptcy estate for proper distribution consistent with the Court's future orders.

5. All three Parcels shall be sold in an "AS IS" condition. No warranties are made as to the title, condition, or fitness for a particular purpose with respect to the Properties. The Trustee is authorized to assign all rights, title and interest the Debtor may have in the Parcels to the eventual buyers via a special non-warranty trustee deed, and sign all documents reasonably necessary to effectuate the contemplated transfer.

End of Document.

SCHEDULE 1

THE "PROPERTY"

Tract One:

Being all of that certain tract or parcel of land located in Cleveland Township, Johnston County, North Carolina having the North Carolina Parcel Identification Number 164600-82-3240.

See also deed to Gregory & Parker, Inc., dated September 14, 1993, recorded in Book 1335, Page 636, Johnston County Registry.

Tract Two:

Being all of that certain tract or parcel of land located in Cleveland Township, Johnston County, North Carolina having the North Carolina Parcel Identification Number 164600-82-4780.

See also deed to Gregory & Parker, Inc., dated September 14, 1993, recorded in Book 1335, Page 636, Johnston County Registry.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$450.00

Parcel Identifier No. **05G04024** Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: W. Thurston Debnam, Jr. (wk)

Brief description for the Index: 44.05 Acres, Barber Mill Road, Clayton, NC

THIS DEED made this 28th day of March, 2016, by and between

GRANTOR

ANTHONY B. COATS
and wife,
DONNA C. COATS;
MICHAEL H. COATS, Unmarried
and
KENNETH M. COATS
and wife,
DEBORAH L. COATS

885 Barber Mill Road
Clayton, NC 27520

GRANTEE

KENNETH M. COATS
(brother of Anthony B. Coats and Michael H. Coats)
and wife, **DEBORAH L. COATS**
1105 Barber Mill Road
Clayton, NC 27520

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in Johnston County, North Carolina and more particularly described as follows:

See attached Exhibit A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 602, Page 492, Johnston County Registry.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book ___, page ___.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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, other than the following exceptions:

1. Public utility easements and rights of way to public roads and street.
2. Property taxes for subsequent years.
3. Any restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Anthony B. Coats (SEAL)
Print/Type Name: ANTHONY B. COATS

Donna C. Coats (SEAL)
Print/Type Name: DONNA C. COATS

Michael H. Coats (SEAL)
Print/Type Name: MICHAEL H. COATS

Kenneth M. Coats (SEAL)
Print/Type Name: KENNETH M. COATS

Deborah L. Coats (SEAL)
Print/Type Name: DEBORAH L. COATS

By: _____
(Entity Name)

By: _____

Print/Type Name & Title: _____

By: _____

Print/Type Name & Title: _____

By: _____

State of NC - County of _____

I, the undersigned Notary Public of the County of Johnston and State aforesaid, certify that **ANTHONY B. COATS and DONNA C. COATS** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28th day of March, 2016.

My Commission Expires: 12/15/18
(Affix Seal)

Jackie I. O'Shea
Notary Public
Notary's Printed or Typed Name

State of NC - County or City of CLAYTON

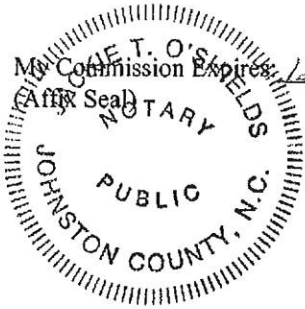
I, the undersigned Notary Public of the County of Johnston and State aforesaid, certify that **MICHAEL H. COATS** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28th day of March, 2016.

My Commission Expires: 12/15/18
(Affix Seal)

Jackie I. O'Shea
Notary Public
Notary's Printed or Typed Name

State of NC - County or City of CLAYTON

I, the undersigned Notary Public of the County of Johnston and State aforesaid, certify that **KENNETH M. COATS and DEBORAH L. COATS** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28th day of March, 2016.



Jackie T. O'Shields Notary Public
Notary's Printed or Typed Name

Exhibit A

Lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows: Beginning at a point in the center of N C Highway No 1555, a corner with the lands of Robert Powell and the line runs as the center of N C Highway No 1555 south 58 degrees 25 minutes west 870 feet to a point in said road; thence the line leaves the road and runs north 6 degrees 35 minutes west 630 feet to an iron stake; thence north 52 degrees 55 minutes east 354 feet to an iron stake; thence north 46 degrees 55 minutes west 200 feet to an iron stake; thence north 26 degrees 25 minutes west 264 feet to an iron stake in the run of Potato Branch; thence up the run of said branch the following courses and distances: North 57 degrees 30 minutes east 155 feet; north 84 degrees 40 minutes east 130 feet; south 75 degrees 35 minutes east 115 feet; north 83 degrees 50 minutes east 90 feet; north 48 degrees 35 minutes east 68 feet; south 79 degrees 45 minutes east 100 feet; north 79 degrees 25 minutes east 206 feet; south 81 degrees 45 minutes east 87.5 feet; north 74 degrees 45 minutes east 61 feet; south 77 degrees 55 minutes east 130 feet; north 86 degrees 30 minutes east 138 feet; north 56 degrees 35 minutes east 100 feet; south 66 degrees 35 minutes east 100 feet; north 76 degrees 30 minutes east 100 feet to an iron stake in Potato Branch, Henry Coates corner; thence south 45 degrees 00 minutes east 53 feet to a point in the center of N C Highway 1555; thence as the center of said road in a southwest direction 637 feet to a point in said road established this day cornering with the lands of J Malcolm Coates; thence as his new line south 67 degrees 00 minutes east 220.3 feet to an iron stake; thence north 17 degrees 07 minutes east 54 feet to an iron stake; thence continuing as Coates line south 70 degrees 18 minutes east 387.4 feet to an iron stake; thence south 66 degrees 13 minutes east 996.5 feet to an iron stake, J Malcolm Coates corner with three sweet gum pointers; thence south 32 degrees 26 minutes west 485 feet to an iron stake 22 feet from the corner of the pasture fence; thence south 74 degrees 35 minutes east 231.75 feet to an iron stake at the mouth of a ditch; thence as the ditch and past the ditch south 55 degrees 47 minutes east 366.8 feet to an iron stake on the run of Lawhorn Branch; thence down the run of said branch in a southerly direction to an iron stake, a corner with the lands of Robert Powell; thence as his line north 50 degrees 00 minutes west 2762 feet to the Beginning containing 62.43 acres more or less according to a survey made by W H Blanchard, Surveyor, 1935, and a partial survey by Ragsdale Engineers in 1962.

Less and except property on the west side of SR 1555 (Barber Mill Road) as described in deeds recorded in Deed Book 1077 Page 49, Deed Book 1508 Page 54, Deed Book 1412 Page 448 (see also Deed Book 1857 Page 259) and part of the property in Deed Book 2954 Page 126 (See also Deed Book 4134 Page 935) and Deed Book 2954 Page 128 (See also Deed Book 4126 Page 676).

AKA All the Property in Deed Book 602 Page 492 lying east of SR 1555 (Barber Mill Road)

Johnston County, North Carolina
CRAIG OLIVE Register of Deeds
The following certificate(s) of
JOSEPH A CALDER

notary/notaries public
is/are certified to be correct.

Regan W. Ingram
Deputy Assistant - Register of Deeds

FILED
JOHNSTON COUNTY
CRAIG OLIVE
REGISTER OF DEEDS

FILED Jan 20, 2004
AT 11:05:00 am
BOOK 02621
START PAGE 0373
END PAGE 0374
INSTRUMENT # 01837

NORTH CAROLINA GENERAL WARRANTY DEED

This instrument should be mailed to: Calder & McWilliam, 216 Highway 70, Garner, NC 27529
Preparer by Calder & McWilliam, 216 Highway 70, Garner, NC 27529

Tysor

Tax ID#:

Brief description:

N.C.S.R. No. 1556

Excise Tax: \$ 0⁰⁰

No title certification.

THIS WARRANTY DEED is made January 19, 2004 by and between:

Kenneth Wesley Tysor

(hereinafter referred to in the neuter singular as "the Grantor") and

William Freeman Tysor and Paul Gregory Tysor

Tenants in common

*161 Bluefield Dr.
Garner NC 27529*

(hereinafter referred to in the neuter singular as "the Grantee"):

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does hereby give, grant, bargain, sell and convey unto the Grantee, its heirs, successors, administrators and assigns, all of that certain piece, parcel or tract of land, which was acquired by the Grantor by deed recorded in Book 1379, Page 755, situated in Clayton township, Johnston County, and more particularly described as follows:

See attached Exhibit A

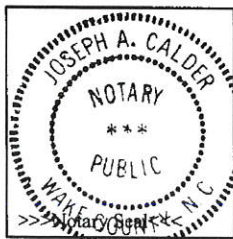
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the following exceptions:

1. Public Utility Easements for Local Service.
2. Restrictive covenants

IN WITNESS WHEREOF, the Grantor has set its hand and seal and does adopt the printed word "SEAL" as its lawful seal.

Kenneth Wesley Tysor (Seal)
Kenneth Wesley Tysor

(Seal)

State of NC, Wake County

I, a Notary Public of the County and State aforesaid, certify that **Kenneth Wesley Tysor**, Grantors, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 19 day of

January, 20 04

Notary public

My commission expires: 7-28-07

Exhibit A

BEGINNING at an iron stake in the center line of N.C.S.R. No. 1556, said point being a common corner between Charles Williams and William H. Kirby, and from said point of beginning South 73 degrees 19 minutes 05 seconds West 450.0 feet to an iron pipe stake, a corner with William H. Kirby and Charles Williams; thence a new line with Charles Williams North 03 degrees 20 minutes 30 seconds West 171.55 feet to an iron stake; thence a new line with Charles Williams North 73 degrees 19 minutes 05 seconds East 287.39 feet to an iron pipe stake; thence a new line with Charles Williams South 16 degrees 40 minutes 55 seconds East 50.0 feet to an iron pipe stake; thence a new line with Charles Williams North 73 degrees 19 minutes 05 seconds East 150.0 feet to an iron pipe stake in the center line of N.C.S.R. No. 1556; thence from the center line of said highway South 05 degrees 07 minutes 45 seconds East 23.63 feet to an iron stake; thence with the center line of said highway South 03 degrees 20 minutes 30 seconds East 96.37 feet to the point and place of BEGINNING, and containing 1.54 acres, according to a survey made by Dennis R. Blackmon, Registered Land Surveyor, dated July 2, 1979.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax

None

Parcel Identifier No.

05601950

This instrument was prepared by:

Clifton & Singer, LLP

Mail After Recording:

Grantee

Brief description for the Index:

20.85 acres in Clayton Township

THIS DEED made this 3 day of September, ~~2008~~ ²⁰¹⁰ by and between

GRANTOR

TILLIE W. COATS, WIDOW

GRANTEE

MICHAEL H. COATS, UNMARRIED

1031 Loch Lomond Drive
Clayton, NC 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of Clayton, Clayton Township, Johnson e County, North Carolina and more particularly described as follows:

BEING all that certain 20.85 acre tract of land lying and being on the East side of North Carolina State Road No. 1555, bounded on the North by J. Malcolm Coats and Rudolph Johnson, bounded on the East by Lawhorn Branch, and bounded on the South by James B. Coats and on the West by North Carolina State Road No. 1555, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the center of North Carolina State Road No. 1555, northwest corner of James B. Coats property, said point being further situate North 67 degrees 00 minutes West 220.30 feet from an iron stake in the line of James B. Coats; runs thence from said point of beginning along the center of North Carolina State Road No. 1555, North 45 degrees 40 minutes East 200 feet to a point, a new corner with J. Malcolm Coats; runs thence along the line of J. Malcolm Coats, South 67 degrees 49 minutes East 539.71 feet to a point evidenced by an iron stake; thence continuing a long the line of J. Malcolm Coats, South 82 degrees 41 minutes East 480.00 feet to a stump and stake, corner with Rudolph Johnson; runs thence along the line of Rudolph Johnson, South 86 degrees 25 minutes East 880 feet to a point in the run of Lawhorn Branch; runs thence down the run of Lawhorn Branch in a southerly direction to an iron stake, northeastern corner of James B. Coats property; runs thence along the northern line of James B. Coats, North 55 degrees 45 minutes West 366.80 feet to a point evidenced by an iron stake; thence North 74 degrees 55 minutes West 231.75 feet to a point evidenced by an iron stake; thence North 32 degrees 26 minutes West 485 feet to a

point evidenced by an iron stake; thence North 66 degrees 13 minutes West 996.50 feet to a point evidenced by an iron stake; thence North 70 degrees 18 minutes West 387 feet to a point evidenced by an iron stake; thence South 17 degrees 07 minutes West 54 feet to a point evidenced by an iron stake; thence North 67 degrees 00 minutes West 220.30 feet to a point in the center of North Carolina State Road No. 1555, the point and place of BEGINNING, and being 20.85 acres, more or less, according to a plat prepared by Ragsdale Engineers, dated May 28, 1969.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 689, at Page 157, Johnston County Registry.

A map showing the above described property is recorded in Book of Maps _____, Pages _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

- Subject to Ad valorem taxes for the current year.
- Easements, Rights of way and Restrictions which may appear of record.
- Covenants of record if applicable

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.

Tillie W Coats (SEAL)
TILLIE W. COATS

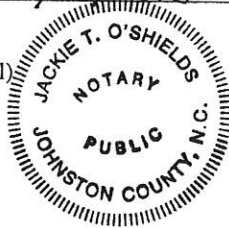
State of North Carolina
County of Johnston

I, a Notary Public of the County and State aforesaid, certify that TILLIE W. COATS, personally known to me or proved to me to be the person named herein, this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this 3 day of September, 2008. 10

My Commission Expires: 12/15/2013

Jackie T. O'Shields
Notary Public Jackie T. O'Shields

(Notary Seal)



State of North Carolina
County of Johnston

~~I, a Notary Public of the County and State aforesaid, certify that MICHAEL H. COATS, personally known to me or proved to me to be the person named herein, this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this 3 day of September, 2008. 2010~~

~~My Commission Expires: _____~~

~~Notary Public~~

~~(Notary Seal)~~

13686

BOOK 1181 PAGE 558

State of North Carolina, Johnston Co.
 Filed for Registration at 11:45 A M.
Sept 14 1990
 Register of Deeds Office
 Recorded in Book 1181 Page 558
Allen & Wallace
 Register of Deeds
 By: Rhonda S. Herring
Op

Excise Tax -0-

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
 Verified by County on the day of 19
 by

Mail after recording to

This instrument was prepared by THOMAS S. BERKAU, 212 Church Street, Smithfield, N.C. 27577

Brief description for the Index

0.78 acres Clayton Township

NO TITLE SEARCH

NO TAX ADVICE

NOT CLOSING ATTORNEY

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13th day of September, 1990, by and between

GRANTOR

DOUGLAS WAYNE ANDERSON and wife,
WHEATLEY D. ANDERSON

GRANTEE

NATHANIEL ROY DUBLIN and wife,
GLORIA KIRBY DUBLIN

CONVEYANCE OF THIS PROPERTY
 HAS BEEN DULY NOTED ON THE
 TAX RECORDS. 8/14/90
 TAX SUPERVISOR

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of Clayton Township,

Johnston

County, North Carolina and more particularly described as follows:

BEGINNING at a p.k. nail in the centerline of N.C.S.R. 1556, said beginning point being the southwest corner of a lot now or formerly owned by Bobby L. Peacock; thence with the Peacock line north 83 degrees 38 minutes 14 seconds east 209.89 feet to an existing iron pipe in the property line of now or formerly J. M. Coats; thence with the Coats line south 4 degrees 43 minutes 51 seconds east 160.93 feet to an iron pipe set, a corner with a 0.08 acre lot being conveyed to Richard Wayne Allen and wife as shown of record in the Registry of Johnston County; thence with the 0.08 acre lot south 84 degrees 17 minutes 45 seconds west 216.86 feet to a p.k. nail set in the centerline of N.C.S.R. 1556, another corner with the 0.08 acre lot; thence with the centerline of N.C.S.R. 1556 north 2 degrees 11 minutes 44 seconds west 158.79 feet to the point and place of BEGINNING, and containing 0.78 acres, more or less, including right-of-way according to survey and plat by Ragsdale Consultants, P.A., dated 9/4/90, and entitled "SURVEY FOR DOUGLAS WAYNE ANDERSON & WHEATLEY D. ANDERSON". The above said lot is the northern portion of a lot conveyed to Douglas Wayne Anderson et al by Deed recorded in Book 1042, Page 102, Johnston County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in
 Book 1042, Page 102, Johnston County Registry

A map showing the above described property is recorded in Plat Book page
 TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

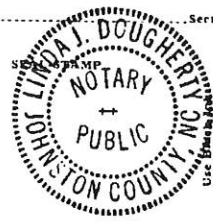
right of way and utility easements as may appear of record

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.

.....
 (Corporate Name)
 BY:
 President
 ATTEST:
 Secretary (Corporate Seal)

USE BLACK INK ONLY

Douglas Wayne Anderson
 DOUGLAS WAYNE ANDERSON (SEAL)
Wheatley D. Anderson
 WHEATLEY D. ANDERSON (SEAL)
 (SEAL)
 (SEAL)



NORTH CAROLINA, JOHNSTON County.
 I, a Notary Public of the County and State aforesaid, certify that DOUGLAS WAYNE ANDERSON and wife, WHEATLEY D. ANDERSON, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of September, 1990.
 My commission expires: 3-16-95 *Linda J. Dougherty* Notary Public

SEAL-STAMP
 NORTH CAROLINA, County.
 I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19.....
 My commission expires: Notary Public

Use Black Ink

The foregoing Certificate(s) of Linda J. Dougherty, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Cheryl N. Wall
 REGISTER OF DEEDS FOR JOHNSTON COUNTY
 By *Rhonda S. Herring* Deputy/Assistant Register of Deeds

Fra. \$ 1.00
 Reg. \$ 7.00
 Stamp \$

Drawn by: L. Austin Stevens (no title examination)
800* 877 PAGE 792
THIS DEED, made this 26th day of June, 19 80, by
J. MALCOLM COATS

of Johnston County, North Carolina, hereinafter called Grantors,
To MICHAEL H. COATS, ANTHONY B. COATS, and KENNETH M. COATS, as tenants in common
of Johnston County, North Carolina, hereinafter called Grantees.

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell and convey unto the Grantees, their heirs, and/or successors and assigns, premises in Clayton Township, Johnston County, North Carolina described as follows:

BEGINNING at an iron stake in the centerline of North Carolina State Road 1555, corner with the lands of James Coats and the line runs thence along the centerline of said road the following courses and distances: North 46 degrees 37 minutes East 609.32 feet; North 53 degrees 04 minutes East 170 feet; North 56 degrees 00 minutes East 118 feet; and North 60 degrees 35 minutes 29 seconds East 169.83 feet to a nail in the center of said road, a new corner with J. Malcolm Coats; thence along a new line with J. Malcolm Coats South 44 degrees 50 minutes 05 seconds East 272.98 feet to an iron stake; thence continuing along a new line with Coats South 74 degrees 04 minutes 25 seconds East 416.05 feet to an iron stake, a new corner with Coats; thence continuing along a new line with Coats North 53 degrees 33 minutes 40 seconds East 257.89 feet to an iron stake at a fence post, in the line of Rudolph Johnson; thence along Johnson's line South 39 degrees 44 minutes West 1014.78 feet to an iron stake in the line of James Coats; thence along his said line North 82 degrees 41 minutes West 480 feet to an iron stake; thence continuing along James Coats line North 67 degrees 49 minutes West 539.71 feet to the point and place of BEGINNING, containing 17.31 acres, more or less, according to plat and survey by Ragsdale Engineers, P.A. dated June 23, 1980.

It is understood and agreed that no tobacco allotments go with the above-described lands.

CONVEYANCE OF THIS PREMISES
AS BEEN ONLY FILED ON 06
FOR RECORD

State of North Carolina Real Estate Excise Tax \$ 2.00 Paid.

The above land was conveyed to Grantors by _____ See Book _____ Page _____

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant that they are seized of said premises in fee and have 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 they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

The plural number as used herein shall equally include the singular. The masculine or feminine gender as used herein shall equally include the neuter.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals.

_____(SEAL)_____

J. Malcolm Coats
J. MALCOLM COATS

_____(SEAL)_____



STATE OF NORTH CAROLINA-JOHNSTON COUNTY
I, Gloria Wilkins

a Notary Public of said County, do hereby certify

that J. Malcolm Coats

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

Witness my hand and notarial seal/stamp, this the 26th day of June, 19 80

My commission expires: 8-2-82

Gloria Wilkins N. P.

STATE OF NORTH CAROLINA-JOHNSTON COUNTY

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

that _____ Grantors, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal/stamp, this the _____ day of _____, 19 _____

(Notarial Seal/Stamp Here)

My commission expires: _____ N. P.

STATE OF NORTH CAROLINA-JOHNSTON COUNTY

The foregoing certificate(s) of: Gloria Wilkins

Notary (Notaries) Public is (are)

certified to be correct. This instrument was presented for registration and recorded in Book

877 Page 792

This June 26 19 80 at 10:20 a.m.

Julia Carley Middleton
Register of Deeds

By Phyllis McWall
Deputy Register of Deeds

BOOK 1381 PAGE 549

REQUEST FOR NOTICE
OF DEFAULT AND SALEBOOK 1395 PAGE 519

Mail to
PREPARED BY AND HOLD FOR:
WALLACE, CREECH,
SARDA, & ZAYTOUN

P.O. Box 12065
Raleigh, NC 27605

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MAY 24, 1994
The grantor is George L. Supcoe, Jr. and IRIS ARTHUR SUPCOE, HUSBAND AND WIFE

ROBERT T. BRASWELL

("Borrower"). The trustee is

SOUTHTRUST MORTGAGE CORPORATION

("Trustee"). The beneficiary is

which is organized and existing under the laws of

DELAWARE

, and whose address is

100 BROOKWOOD PLACE, SUITE 300, PO BOX 532060, BIRMINGHAM, AL 35253

("Lender"). Borrower owes Lender the principal sum of

SEVENTY-EIGHT THOUSAND AND NO/100

Dollars (U.S. \$ 78,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2024

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in JOHNSTON County, North Carolina:

See Exhibit A attached hereto and incorporated herein by this reference.

which has the address of

4012 (135) Government Road

Clayton

North Carolina

27520
[Zip Code][Street]
("Property Address");

[City]

NORTH CAROLINA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1935L1 (9203) DocId 000000811

Form 3034 9/90 (page 1 of 6 pages)

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ACCT# 2511290

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

(ITEM 1935L3 (9203)

DocId 000000081

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenants or warranties, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, in-

cluding, but not limited to, Trustee's fees of 0.000 % of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument without charge to Borrower. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Richard T. Jhe Richard T. Jhe
George L. Supco, Jr. (Seal) IRIS ARTHUR SUPCOE (Seal)
 Borrower Borrower
George L. Supco, Jr. (Seal) IRIS ARTHUR SUPCOE (Seal)
 Borrower Borrower

STATE OF NORTH CAROLINA,

I, LISA K. WELLS

Notary Public of the County of Johnston

State of North Carolina, do hereby certify that GEORGE L. SUPCO, JR. and IRIS ARTHUR SUPCOE

personally appeared before me this day and acknowledged the due execution

of the foregoing instrument.

Witness my hand and official seal this 24th day of May, 1994

Lisa K. Wells Notary Public

My Commission Expires: 2-9-98

NOTARY PUBLIC

STATE OF NORTH CAROLINA,

The foregoing certificate of

This day of

, State of

County ss:

, a Notary Public of the County of

, is certified to be correct.

Registrar of Deeds

Probate fee

* paid.

By

Deputy Assistant

ACCT# 2511290

Form 3034 9/90 (page 6 of 6 pages)

Great Lakes Business Forms, Inc.

To Order Call: 1-800-530-8393 FAX: 816-791-1131

ITEM 1935L6 (9203)

DocId 0000000811

BOOK 1381 PAGE 555

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Lisa K. Wells, a Notary Public in and for said County and State, do hereby certify that Iris A. Supcoe, attorney in fact for George L. Supcoe, Jr., personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of said George L. Supcoe, Jr. and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in Book 1381, Page 547 in the offices of the Register of Deeds of Wake County, State of North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting Iris A. Supcoe power of attorney.

I do further certify that the said Iris A. Supcoe acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and in behalf of the said George L. Supcoe, Jr.

Witness my hand and official seal, this the 24th day of May, 1994.

Lisa K. Wells
Notary Public

My Commission Expires:

My Commission Expires: 2-9-98



State of North Carolina-Johnston County
The foregoing certificate(s) of Lisa K. Wells

Notary(Notaries) Public (are) certified to be correct.

This instrument was presented for registration and recorded

in Book 1381 Page 549

This May 31 1994 at 2:00 pm

Phillip N. Well By Cheryl W. Satter

Register of Deeds

Deputy Register of Deeds

BEING all that certain tract or parcel of land containing 3.213 acres, more or less, bounded on the North by Charles Williams, formerly William H. Kirby, on the south by now or formerly William H. Kirby, on the east by N.C.S.R. 1556, and on the west by Charles Williams, formerly William H. Kirby, and is more particularly described on a survey and map made by Ragsdale Consultants, P.A., entitled "Survey for George L. Supcoe Iris A. Supcoe" dated 5-18-88, as follows:

BEGINNING at an existing nail and cap set in the center line of N.C.S.R. 1556 over a double culvert, a corner with Charles Williams, and runs thence the following courses and distances along the center line of N.C.S.R. 1556 as follows: South 06° 07' 50" East 142.93 feet; South 06° 06' 45" East 142.97 feet; South 06° 01' 55" East 105.17 feet and South 05° 07' 45" East 80.04 feet to a stake in the center of N.C.S.R. 1556, the northeastern corner of a 1.54 acre lot formerly owned by William H. Kirby; runs thence along the line of William H. Kirby the following courses and distances: South 73° 19' 50" West 150 feet to a stake, runs thence North 16° 41' 10" West 49.55 feet to an existing iron pipe, runs thence South 71° 12' 07" West 287.43 feet to an existing iron pipe on the west bank of a small branch, a corner with William H. Kirby and Charles Williams; runs thence along the center of the branch and the line of Charles Williams the following courses and distances: North 10° 55' 03" West 42.39 feet, North 77° 33' 20" East 70.75 feet, North 24° 55' 20" East 90.84 feet, South 65° 01' 40" East 62.20 feet, North 10° 34' 10" East 97.18 feet to a stake on the west bank of said branch, runs thence North 46° 29' 10" West 112.63 feet to a stake in the center of said branch and continuing along the center of said branch North 62° 53' 10" West 68.48 feet, North 18° 38' 50" East 81.55 feet, North 58° 30' 30" East 125.63 feet and North 69° 03' 50" East 235.45 feet to a nail and cap over a double culvert in the center of N.C.S.R. 1556, the point and place of BEGINNING.

BOOK 1381 PAGE 557

ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 24TH day of MAY, 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SOUTHRUST MORTGAGE CORPORATION, 100 BROOKWOOD PLACE, SUITE 300, PO BOX 532060, BIRMINGHAM, AL 35253 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4012 (135) Government Road, Clayton, NC 27520

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

Additional Covenants. In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.750 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate will pay may change on the first day of JUNE, 19 95, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND * THREE-QUARTERS** percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.750 % or less than 2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO AND NO/1000** percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.750 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

By initialing, the Borrower(s) acknowledge(s) that this page is page 1 of 2 of the Multistate Adjustable Rate Rider.

BOOK 1381 PAGE 558

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 250.00; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower agrees to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

George L. Supcoe Jr.
 GEORGE L. SUPCOE, JR. (Seal)
 Borrower

Iris Arthur Supcoe
 IRIS ARTHUR SUPCOE (Seal)
 Borrower

(Seal) (Seal)
 Borrower Borrower

By initialing, the Borrower(s) acknowledge(s) that this page is page 2 of 2 of the Multistate Adjustable Rate Rider. ACCOUNT #: 2511290

State of North Carolina, Johnston Co.
 Filed for Registration at 12:25 P.M.
 July 5, 2002 in the
 Register of Deeds Office
 Recorded in Book 2254 Page 749
 Cecil M. Massengill
 Register of Deeds
 By *[Signature]*
 Deputy

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 05G04026N
 Verified by County on the day of
 by

Mail after recording to Timothy R. Dublin, 33 Government Road, Clayton, NC 27520

This instrument was prepared by JAMES B. ETHRIDGE, Attorney at Law (NO TITLE EXAMINATION)
 Brief description for the Index

0.44 acres - Clayton Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 16 day of May, 2002, by and between

GRANTOR

GRANTEE

DOUGLAS WAYNE ANDERSON and wife,
 WHEATLEY DUBLIN ANDERSON

TIMOTHY R. DUBLIN
 33 Government Road
 Clayton, NC 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by this presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Clayton, Johnston County, North Carolina and more particularly described as follows:

BEGINNING at an existing PK nail in the centerline of NCSR 1556, said beginning point being South 25 degrees 00 minutes 00 seconds East 300.32 feet from the intersection of the centerlines of NCSR 1556 and NCSR 1555, said beginning point also being a corner with a lot now or formerly owned by Nathaniel Ray Dublin; thence with the Dublin lot, South 67 degrees 35 minutes 21 seconds West 255.25 feet to an existing iron pipe in a woven wire fence in the line of Millie G. Kirby property; thence with the Kirby property, North 29 degrees 27 minutes, 51 seconds West 82.57 feet to an iron pipe set, a new corner with the Millie G. Kirby property; thence with a new line with the Millie G. Kirby property, North 71 degrees 23 minutes 57 seconds East 266.73 feet to a PK set in the centerline of NCSR 1556; thence with the centerline of NCSR 1556, South 21 degrees 44 minutes 23 seconds East 64.22 feet to the point and place of BEGINNING and containing 0.44 acres more or less, according to survey and plat by Barbour Land Surveying dated 12/4/90 and entitled "Survey for Douglas Wayne Anderson and Wheatley Dublin Anderson".

The property hereinabove described was acquired by Grantor by instrument recorded in
 Book 1191, Page 266, Johnston County Registry

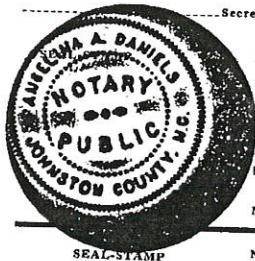
A map showing the above described property is recorded in Plat Book page.....
 TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to
 the Grantee in fee simple.

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 except for the exceptions hereinafter stated.
 Title to the property hereinabove described is subject to the following exceptions:

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.

By: _____ (Corporate Name) _____ (SEAL)
 _____ President _____ (SEAL)
 ATTEST: _____ (SEAL)
 _____ Secretary (Corporate Seal) _____ (SEAL)

USE BLACK INK ONLY



NORTH CAROLINA, Johnston County.
 I, a Notary Public of the County and State aforesaid, certify that
 Douglas Wayne Anderson and wife, Wheatley Dublin Anderson Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
 hand and official stamp or seal, this 21 day of May, 2002.
 My commission expires: 4-20-2007 _____ Notary Public

NORTH CAROLINA, _____ County.
 I, a Notary Public of the County and State aforesaid, certify that
 personally came before me this day and acknowledged that he is _____ Secretary of
 _____ a North Carolina corporation, and that by authority duly
 given and as the act of the corporation, the foregoing instrument was signed in its name by its
 President, sealed with its corporate seal and attested by _____ as its Secretary.
 Witness my hand and official stamp or seal, this _____ day of _____
 My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____ - NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the
 first page hereof.

By _____ REGISTER OF DEEDS FOR _____ COUNTY
 Deputy/Assistant - Register of Deeds

Pro \$ 2.00
 Reg. \$ 15.00
 Stamp \$ -0-

**NORTH CAROLINA
GENERAL WARRANTY DEED**

Excise Tax: \$200.00

Recording Time, Book and Page

Tax Map No.

Tax Parcel Identifier No. 05G04026S

Mail after recording to: Grantee

This instrument was prepared by: Lynda R Herring, PA, 500 Benson Road, Ste. 103, Garner, NC 27529

Brief description for the Index: 116 Government Road

THIS DEED made this 27th day of March, 2015 by and between

GRANTOR

JOHN HEASLEY
AND SPOUSE,
YASMIN HEASLEY
P O Box 133
S Jamesport, NY 11970

GRANTEE

TIMOTHY AARON HARROD (UNMARRIED)
116 Government Road
Clayton, NC 27520

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.

WITNESSETH, 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, all that certain lot or parcel of land and more particularly described as follows:

BEGINNING at a point in the centerline of N.C.S.R. 1556 evidenced by a nail and cap, said point being in the northwest corner of the William Kirby property; thence the line runs along the centerline of N.C.S.R. 1556 North 01 degree 43 minutes 55 seconds West 135.00 feet to a nail and cap in the centerline of said N.C.S.R. 1556, the southwest corner of property formerly owned by William Kirby and now owned by Robert Lewis Curtis and wife, Anthony S Curtis; thence along the southwest line of the Curtis lot, North 83 degrees 32 minutes 15 seconds East 163.49 feet to an iron found; thence South 04 degrees 36 minutes 20 seconds East 135.00 feet to an iron place, the northeast corner of William Kirby; thence along the northern line of William Kirby, South 83 degrees 33 minutes 25 seconds West 200.50 feet to the point and place of BEGINNING.

The aforesaid property is all of the property acquired in Book 3962, Page 230, Johnston County Registry.

Address: 116 Government Road, Clayton, North Carolina 27520

All of the property hereinabove described was acquired by Grantor by instrument recorded in Book 3962, Page 230, Johnston County Registry.

A map showing the above described property is recorded in Plat Book _____, Page _____, and referenced within this instrument.

The above described property ☐ does ☒ does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Subject to all easements, right of ways, covenants and restrictions of record (if applicable) and to 2015 ad valorem taxes in reference to the property described herein.

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 officer(s), the day and year first above written.

(ENTITY NAME) _____

John Heasley (SEAL)

By: _____

Title: _____

Yasmin Heasley (SEAL)

By: _____

Title: _____

(SEAL)

(SEAL)

NEW YORK

Suffolk COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: JOHN HEASLEY.

Witness my hand and official stamp or seal, this the 27 day of March, 2015.

SANTA RODRIGUEZ
Notary Public, State of New York
No. 01R06003639
Qualified in Suffolk County
Commission Expires March 9, 2018

[Signature]
Notary Public

Print Notary Name: Santa Rodriguez

NEW YORK

Suffolk COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: YASMIN HEASLEY.

Witness my hand and official stamp or seal, this the 27 day of March, 2015.

My Commission Expires: 3/9/18

SANTA RODRIGUEZ
Notary Public, State of New York
No. 01R06003639
Qualified in Suffolk County
Commission Expires March 9, 2018

[Signature]
Notary Public

Print Notary Name: Santa Rodriguez

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 296.00

Parcel Identifier No. 05 G 04 027 A Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Vision Title, 3737 Glenwood Avenue S. 100, Raleigh, NC 27612

This instrument was prepared by: Law Office of Donald R. Posey

Brief description for the Index: METES AND BOUNDS

THIS DEED made this 6th day of April, 2006, by and between

GRANTOR	GRANTEE
TIMOTHY DUBLIN and wife, <i>Andrea Thash Dublin</i> 3276 Cool Springs Court Naperville, IL 60564	RAY HIMES and wife, BOBBIE JO HIMES 33 GOVERNMENT ROAD CLAYTON, NC 27520

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of CLAYTON, _____ Township, Johnston County, North Carolina and more particularly described as follows:
See Attached

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2132 page 285.

A map showing the above described property is recorded in Plat Book _____ page _____.

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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, other than the following exceptions: Subject to restrictive covenants of record if any.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

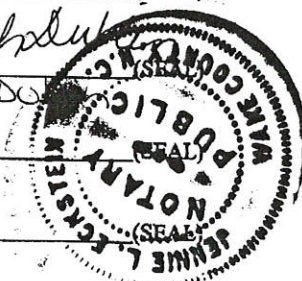
By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

Timothy Dublin (SEAL)
TIMOTHY DUBLIN

Andrea Thash Dublin
Andrea Thash Dublin



State of North Carolina - County of Johnston

I, the undersigned Notary Public of the County and State aforesaid, certify that TIMOTHY DUBLIN
and Andrea Thash Dublin personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 6th day of April, 2006

My Commission Expires: 11/20/06

Jennie L. Eckstein
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County
By: _____ Deputy/Assistant - Register of Deeds

ADDRESS: 33 GOVERNMENT ROAD, CLAYTON, NC 27520

PARCEL #: 05 G 04 027 A
SWIFT CREEK 1646

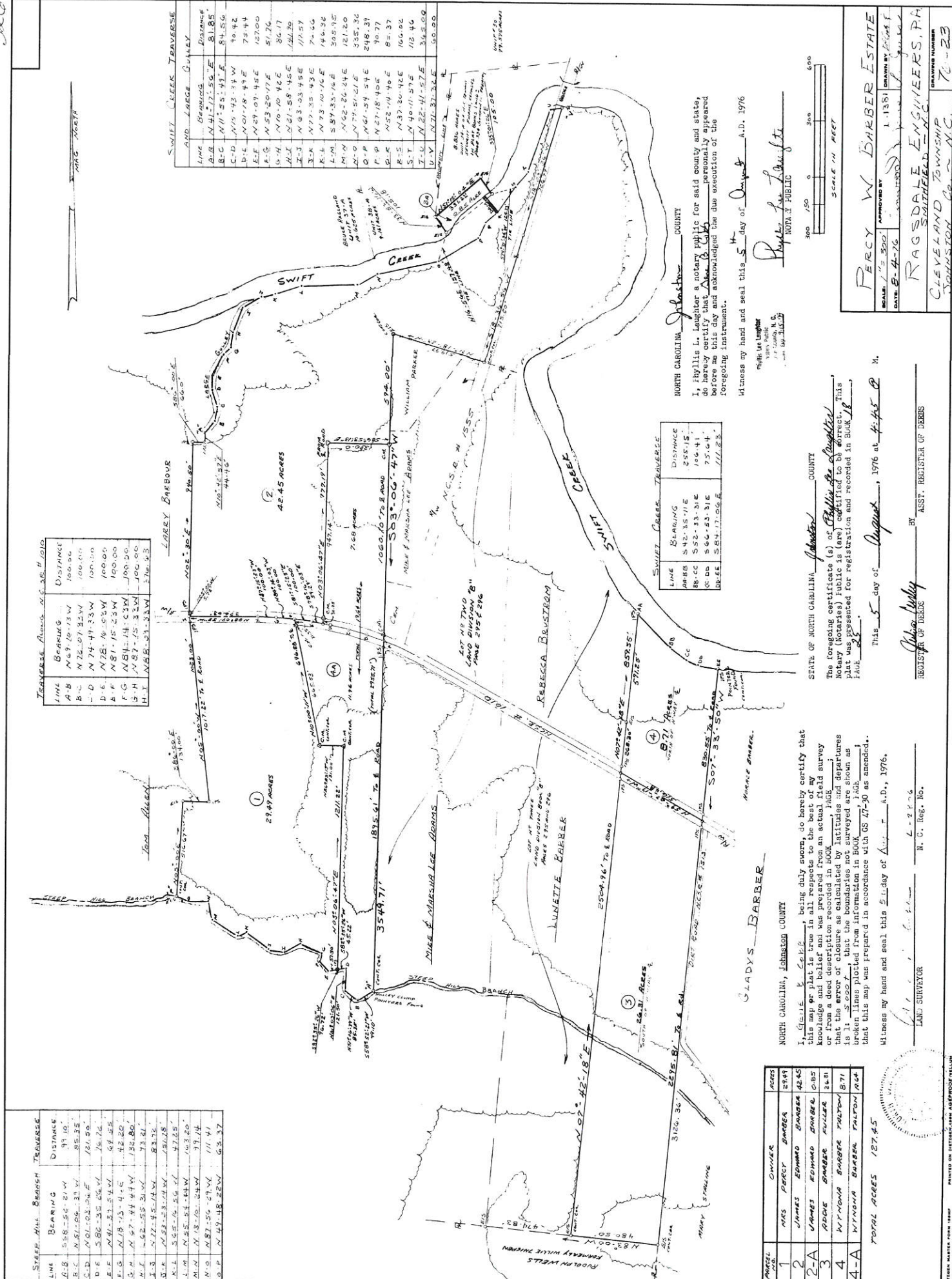
BEGINNING AT A POINT IN THE CENTER LINE OF THE RIGHT OF WAY OF NORTH CAROLINA SECONDARY ROAD NO. 1556, SAID POINT BEING NORTH 10 DEGREES 36 MINUTES WEST 50.35 FEET ALONG THE CENTER LINE OF SAID SECONDARY ROAD, IF EXTENDED, FROM ITS INTERSECTION, IF EXTENDED, WITH THE RIGHT OF WAY OF PAVED NORTH CAROLINA SECONDARY ROAD NO. 1555, SAID STAKE ALSO BEING LOCATED AT THE NORTHEAST CORNER OF THE ROBIE WILLIAMS PROPERTY, AND RUNNING THENCE WITH THE WILLIAMS LINE SOUTH 85 DEGREES 44 MINUTES 27 SECONDS WEST 245.44 FEET TO AN IRON STAKE, A CORNER OF THE WILLIAM KIRBY TRACT; THENCE WITH THE KIRBY LINE NORTH 6 DEGREES 50 MINUTES 48 SECONDS WEST 261.84 FEET TO AN IRON STAKE, ANOTHER CORNER OF THE KIRBYTRACT; THENCE FURTHER WITH THE KIRBY LINE NORTH 85 DEGREES 27 MINUTES EAST 255.74 FEET TO AN IRON STAKE IN THE CENTER LINE OF THE RIGHT OF WAY OF SAID UNPAVED ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 2 DEGREES 1 MINUTE EAST 113.01 FEET TO A POINT, SOUTH 4 DEGREES 28 MINUTES EAST 100 FEET TO A POINT, AND SOUTH 10 DEGREES 36 MINUTES EAST 50.25 FEET TO THE POINT OF BEGINNING, CONTAINING 1.48 ACRES, MORE OR LESS, AND BEING THE PROPERTY OF NATHANIEL DUBLIN AND WIFE, GLORIA K. DUBLIN, AS SHOWN ON PLAT BY RAGSDALE ENGINEERS, DATED AUGUST 14, 1972, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

The property hereinabove described was aquired by TIMOTHY DUBLIN from NATHANIEL DUBLIN (AND WIFE) GLORIA DUBLIN by instrument recorded 10/29/2001 in book 2132 at page 285 in the Johnston county registry

STEAD, HILL, BRANCH			TRAVELER
LINE	BEARING	DISTANCE	
A-B	S 58° 24' 21" W	99.10'	
B-C	N 61° 06' 30" W	85.35'	
C-D	N 61° 03' 34" E	101.90'	
D-E	S 86° 35' 06" W	76.12'	
E-F	N 41° 33' 54" W	64.55'	
F-G	N 18° 15' 41" E	42.20'	
G-H	N 57° 44' 44" W	136.80'	
H-I	S 62° 35' 31" W	73.61'	
I-J	N 12° 45' 14" W	83.18'	
J-K	S 58° 24' 21" W	131.18'	
K-L	S 58° 24' 21" W	143.20'	
L-M	N 55° 54' 54" W	73.14'	
M-N	N 13° 10' 24" W	73.14'	
N-O	N 87° 50' 24" W	111.41'	
O-P	N 49° 48' 22" W	63.37'	

TRAVELER, ALONG N.E. 35° E 1010			TRAVELER
LINE	BEARING	DISTANCE	
A-B	N 69° 10' 13" W	100.00'	
B-C	N 72° 07' 32" W	100.00'	
C-D	N 74° 49' 33" W	100.00'	
D-E	N 78° 16' 53" W	100.00'	
E-F	N 81° 15' 23" W	100.00'	
F-G	N 84° 14' 23" W	100.00'	
G-H	N 87° 15' 32" W	100.00'	
H-I	N 88° 01' 33" W	100.00'	

SWIFT CREEK TRAVELER			TRAVELER
LINE	BEARING	DISTANCE	
A-B	N 71° 56' E	81.85'	
B-C	N 75° 43' 31" W	70.42'	
C-D	N 81° 18' 49" E	127.00'	
D-E	N 89° 07' 45" E	81.70'	
E-F	N 93° 20' 17" E	127.00'	
F-G	N 96° 10' 42" E	86.17'	
G-H	N 91° 58' 45" E	111.57'	
H-I	N 83° 03' 45" E	74.50'	
I-J	N 77° 35' 43" E	146.30'	
J-K	N 73° 10' 10" E	305.95'	
K-L	S 87° 33' 16" E	121.20'	
L-M	N 62° 36' 24" E	248.37'	
M-N	N 71° 57' 12" E	85.37'	
N-O	N 21° 18' 40" E	106.00'	
O-P	N 37° 50' 42" E	118.40'	
P-Q	N 40° 11' 57" E	345.00'	
Q-R	N 71° 37' 32" E	60.00'	



SWIFT CREEK TRAVELER			TRAVELER
LINE	BEARING	DISTANCE	
A-B	S 82° 35' 11" E	255.15'	
B-C	S 82° 33' 31" E	160.41'	
C-D	S 80° 23' 31" E	75.04'	
D-E	S 84° 17' 05" E	111.23'	

I, Gladys Barber, being duly sworn, do hereby certify that this map or plat is true in all respects to the best of my knowledge and belief, and was prepared by an actual field survey conducted by me or under my direction and supervision. I declare that the error of closure as calculated by latitudes and departures is 1: 5000, and that the boundaries not surveyed are shown as broken lines plotted from information in Book 18, Page 25, that this map was prepared in accordance with OS 47-30 as amended.

Witness my hand and seal this 5th day of August, 1976, at 4:45 P.M.

STATE OF NORTH CAROLINA, JOHNSON COUNTY

The foregoing certificate (s) of Gladys Barber is hereby acknowledged. This Notary (Notaries) Public is hereby qualified to perform this duty. This plat was presented for registration and recorded in Book 18, Page 25.

This 5th day of August, 1976 at 4:45 P.M.

North Carolina, Johnston County

I, Hyllie L. Laughter, a Notary Public for said county and state, do hereby certify that the foregoing instrument was acknowledged before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5th day of August, A.D. 1976

Hyllie L. Laughter
Notary Public

PARCEL NO.	OWNER	ACRES
1	MRS. PERCY BARBER	29.99
2-A	JAMES EDWARD BARBER	42.45
3	ALICE BARBER FULLER	24.11
4	WYNONA BARBER TALTON	87.11
4-A	WYNONA BARBER TALTON	104.4

TOTAL ACRES 127.45

PERCY W. BARBER ESTATE

SCALE 1" = 320'

DATE 8-4-76

APPROVED BY 1-1351

DRAWN BY RAGSDALE

RAGSDALE ENGINEERS, P.A.

CLEVELAND, OHIO

JOHNSTON COUNTY, N.C.

DRAWING NUMBER 70-23

JOHNSTON COUNTY, N.C.

By Gladys Barber, Notary Public

By Gladys Barber, Notary Public

JOHNSTON COUNTY, N.C.

By Gladys Barber, Notary Public

By Gladys Barber, Notary Public

JOHNSTON COUNTY, N.C.

By Gladys Barber, Notary Public

By Gladys Barber, Notary Public

Johnston County, North Carolina
CRAIG OLIVE Register of Deeds

The following certificate(s) of

AMY E TOBIN

notary/notaries public
is/are certified to be correct.

Clay Watters

Deputy - Assistant - Register of Deeds

FILED
JOHNSTON COUNTY
CRAIG OLIVE
REGISTER OF DEEDS

FILED Oct 27, 2004
AT 01:25:00 pm
BOOK 02786
START PAGE 0777
END PAGE 0783
INSTRUMENT # 50691

Prepared by and mail to: James W. Narron
Narron, O'Hale & Whittington, PA
P. O. Box 1567
Smithfield, NC 27577

[\$-0-Excise Stamps]
[No Title Examination]
[Johnston Tax Parcel #s 06F04199;
05G04023; 15H07017; 06F04199F]

NORTH CAROLINA
JOHNSTON COUNTY

Stamps

EXECUTRIX AND TRUSTEE DEED

THIS EXECUTRIX AND TRUSTEE DEED is entered into this 26 day of October, 2004, by and between Margaret P. Benton, Executrix of the Estate of Edwin T. Benton, deceased, and Margaret P. Benton, Successor Trustee of the Edwin T. Benton Trust Under Agreement Dated March 24, 1997 [herein "GRANTOR"] and Margaret P. Benton, Successor Trustee of the Edwin T. Benton Family Estate Trust under Article Three, Part A of the Edwin T. Benton Trust Agreement Dated March 24, 1997 [herein "GRANTEE"], 3203 Cleveland Road, Smithfield, North Carolina 27577.

WITNESSETH:

That Margaret P. Benton, Executrix of the Estate of Edwin T. Benton, deceased, and Margaret P. Benton, Successor Trustee of the Edwin T. Benton Trust Under Agreement Dated March 24, 1997 and pursuant to the will of decedent of record in File No. 04-E-634, Office of the Clerk of the Superior Court of Johnston County, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has and does hereby give, grant, bargain, sell and convey to Grantee, its heirs, successors and assigns in fee simple forever all of Grantors' interest being a one-half undivided interest as set out below in the following described tracts of land located in Cleveland and Clayton Townships, Johnston County, North Carolina, being more particularly described as follows:

TRACT NO. 1:**Parcel A:**

That certain parcel or tract of land in Cleveland Township, Johnston County, N.C., described as follows: BEGINNING at a stake in the center of the Fayetteville Road, a corner of Lot No. 4; running thence with the western line of Lot No. 4 South 1 degree 30 minutes West 2442 feet to a stake in the northern line of Lot No. 9; running thence with the northern line of Lot No. 9 North 64 degrees West 713 feet to a stake, corner of Lot No. 6; running thence with the eastern line of Lot No. 6 North 1 degree 30 minutes East 2255 feet to a stake in the center of the Fayetteville Road; running thence with the Fayetteville Road South 70 degrees 30 minutes East 647 feet to the point of beginning containing 34.4 acres, more or less, and being all of Lot No. 5 of the Mercantile Farm according to the map surveyed by W. L. Lambert in December 1937 and platted and staked by J. J. Vereen in September 1946; and being the same property conveyed to Robert L. Powell and wife, Lula S. Powell, by deed from R. W. Smith and wife, Alice C. Smith dated 8 October 1946 and recorded in Book 460, page 523, Registry of Johnston County.

Parcel B:

That certain tract or parcel of land lying and being in Clayton Township, Johnston County, N.C., more particularly described as follows: BEGINNING at a water oak in Swift Creek just west of where the steel bridge crosses said creek; thence North 0 degrees 39 minutes East 71 feet; North 22 degrees 39 minutes East 99 feet; North 40 degrees 54 minutes East 56 feet; North 66 degrees 24 minutes East 55 feet; North 48 degrees 39 minutes East 213 feet; North 54 degrees East 170 feet; North 54 degrees East 700 feet to a stake, corner with Lot #4; thence along the line of Lot #4, South 50 degrees East 2,762 feet to a stake in Lawhorn Branch; thence along the run of Lawhorn Branch as follows: South 8 degrees West 255 feet; South 19 degrees West 157 feet; South 27 degrees West 284 feet; South 22 degrees 45 minutes West 180 feet; South 27 degrees 45 minutes West 163 feet; South 23 degrees West 154 feet; South 27 degrees West 130 feet; South 30 degrees 15 minutes West 100 feet to a point where Lawhorn Branch empties into Swift Creek; thence along the run of said creek as follows: South 85 degrees West 269 feet; South 84 degrees 10 minutes West 190 feet; North 53 degrees 30 minutes West 208 feet; North 49 degrees 45 minutes West 142 feet; North 73 degrees 30 minutes West 284 feet; South 85 degrees West 238 feet; South 37 degrees 15 minutes West 355 feet; South 8 degrees 45 minutes West 155 feet; South 30 degrees 30 minutes East 253 feet; South 56 degrees West 175 feet; North 71 degrees West 100 feet; North 51 degrees West 493 feet; North 55 degrees West 285 feet; North 35 degrees West 206 feet; North 3 degrees 45 minutes East 230 feet; North 0 degrees 45 minutes East 427 feet; North 16 degrees 30 minutes East 128 feet; North 36 degrees 30 minutes East 166 feet; North 52 degrees 25 minutes East 310 feet; North 12 degrees 30 minutes West 285 feet; North 10 degrees 15 minutes West 570 feet; North 45 degrees 15 minutes West 170 feet; North 71 degrees 45 minutes West 100 feet; South 73 degrees 15 minutes West crossing under the steel bridge 170 feet to the point and place of BEGINNING, containing 146 acres, more or less. And

being the same property conveyed to Robert L. Powell and wife, Lula S. Powell, by deed from J. Malcolm Coates and wife, Carra W. Coates dated 8 December 1956 and recorded in Book 529 at page 441, Registry of Johnston County.

For chain of title information, see Book 576, page 473, Johnston County Registry.

TRACT NO. 2:

BEING a tract of land located on both sides of North Carolina Highway #1010, commonly known as Smithfield-Cleveland School road about 5 miles west of the town of Smithfield, North Carolina, Smithfield Township, Johnston County, North Carolina, and more particularly described as follows:

BEGINNING at a stake E. J. Wellons corner in the Bessie Faulkner line and runs thence with E. J. Wellons line South 85 degrees 55 minutes East 795 feet to a stake to the corner with E. J. Wellons; thence continuing along his line South 4 degrees 35 minutes West 1130 feet to a point in the center of North Carolina Highway #1010, commonly known as the Smithfield-Cleveland School road; thence with the center of the said road North 49 degrees 10 minutes West 357.6 feet to a point in the center of the said road Proctor Stephenson's corner; thence with his line South 16 degrees 55 minutes West 73.8 feet to a stake another corner with Stephenson's line; thence continuing along his line South 9 degrees 00 minutes East 222 feet to a stake another corner with Stephenson; thence continuing along his line South 57 degrees 20 minutes East 286½ feet to a stake in the line of E. J. Wellons; thence with his line South 4 degrees 35 minutes West 557 feet to a stake in the line of the Ogburn Brothers; thence with their line North 85 degrees 55 minutes West 795 feet to a stake in the line of Bessie Faulkner; thence with her line North 4 degrees 35 minutes East 1900 feet to the beginning point, containing thirty-two and one-half (32½) acres, more or less, according to a survey made by William Ragsdale, Jr., on October 26, 1962.

For chain of title information, see Book 602, page 427, Johnston County Registry.

TRACT NO. 3:

BEGINNING at a stake, a corner, Mrs. Sally Barbour, Tomlinson lands and J. W. Smith's corner, and runs thence South 88 degrees East along and with the Tomlinson line to a stake in Steep Hill Branch; thence along and with the meanders of Steep Hill Branch adjoining J. W. Smith's land to the bridge across Steep Hill Branch on the Raleigh-Angier Public Road; thence along and with said Public Road to a stake in Mrs. Sally Barbour's line in said road; thence in a southwardly direction along and with the Sally Barbour line to the beginning corner. And being the same tract of land as surveyed October 1943 and described by metes and bounds as follows:

BEGINNING at an iron stake in a pine stump, a corner with the Tomlinson lands and in the Barbour line and runs as the line with Tomlinson South 87 degrees 10 minutes East 1800 feet to an iron stake in the run of Steep Hill Branch with gum pointers; thence down the run of said branch as follows: South 27 degrees 45 minutes West 103 feet; South 18 degrees 30 minutes East 90 feet; North 69 degrees East 117 feet; South 37 degrees East 110 feet; South 29 degrees East 94

feet; South 88 degrees 30 minutes East 152 feet; and South 38 degrees East 27 feet to the North end of the bridge on the Raleigh-Angier Road; thence along the edge of said Road South 83 degrees 30 minutes West 300 feet; South 80 degrees West 200 feet; South 76 degrees 15 minutes West 200 feet; South 72 degrees 15 minutes West 600 feet; South 81 degrees West 600 feet; and South 77 degrees 45 minutes West 411 feet to a stake in a ditch and in the old line with B. F. Byrd; thence as the Byrd and Barbour line North 5 degrees 15 minutes East 907 feet to the beginning, and contains 28 acres, more or less.

And being the same property conveyed to Robert L. Powell by deed from J. W. Smith, Widower, dated 21 October 1943 and recorded in Book 450, page 196, Johnston County Registry.

For chain of title information, see Book 579, page 28, Johnston County Registry.

LESS AND EXCEPT the following parcels of land:

Parcel A:

Lying and being in Cleveland Township, Johnston County, North Carolina, and more particularly described as follows:

BEGINNING at a point in the center of North Carolina Highway No. 1330, a corner with Edwin T. Benton, et ux in said highway and runs thence a new line with Edwin T. Benton, et ux, North 07 degrees 35 minutes West 166 feet to a stake, a new corner with Edwin T. Benton, et ux; thence as the line of the Bentons South 83 degrees 28 minutes East 679.58 feet to a point in the center of North Carolina Highway No. 1330, said point in said road being at a place where a culvert and branch pass under said North Carolina Highway No. 1330; thence as the center line of North Carolina Highway No. 1330 South 84 degrees 39 minutes West 400 feet to a point in the center of said road; thence continuing as the center of said road South 81 degrees 29 minutes West 100 feet to a point in the center of said road; thence continuing as the center of said road South 78 degrees 00 minutes West 100 feet to a point in the center of said road; thence continuing as the center of said road South 76 degrees 15 minutes West 60 feet to the point and place of the BEGINNING, and containing 1.093 acres, according to a survey and map by Ragsdale Engineers, dated December 31, 1969, and entitled "Property of Matthew W. Sanders and wife, Mamie Lee Sanders".

For chain of title information, see Book 701, page 156, Johnston County Registry.

Parcel B:

Lying and being in Cleveland Township, Johnston County, North Carolina, and more particularly described as follows:

BEGINNING at a point in the center of North Carolina Highway No. 1330, said point being a corner with Matthew Sanders, et ux, in said road and being also the Southwestern corner of a triangular piece of land conveyed to Matthew Sanders, et ux, by deed from Margaret Powell Benton, et vir, dated January, 1970, and runs thence as the line of said road South 75 degrees 05 minutes West 45 feet to a point in the center of said road, a new corner with Margaret Powell Benton, et vir; thence leaving said road and running as a new line with Margaret Powell Benton et vir, North 07 degrees 35 minutes West 182.94 feet to an iron stake, another corner with the Bentons; thence South 83 degrees 28 minutes East 45.90 feet to an iron stake, corner with Matthew Sanders, et ux; thence as the Sanders line South 07 degrees 35 minutes East 166 feet to the point and place of BEGINNING, containing .17 acres, as shown on a plat and survey, dated April 7, 1970, by Ragsdale Engineers, and being an addition on the west side of the lot now owned by Matthew Sanders, et ux.

For chain of title information, see Book 708, page 142, Johnston County Registry.

Parcel C:

Lying and being in Cleveland Township, Johnston County, North Carolina and more particularly described as follows:

BEGINNING at an iron stake, the Northwest corner of the lot now owned by Matthew Sanders in the line of Edwin T. Benton, and runs thence as a new line with Edwin T. Benton North 07 degrees 35 minutes West 312.00 feet to an iron stake, another corner with Benton in the line of Miss Emma Tomlinson; thence as the Tomlinson line South 04 degrees 52 minutes East 397.73 feet to the center of a branch; thence as the branch the following courses and distances: South 30 degrees 37 minutes 31 seconds West 121.60 feet; thence South 30 degrees 02 minutes East 96.93 feet; thence North 65 degrees 17 minutes East 100.23 feet; thence South 39 degrees 16 minutes East 97.07 feet; thence South 25 degrees 04 minutes East 100 feet; thence South 89 degrees 18 minutes 49 seconds East 165.80 feet; thence South 23 degrees 04 minutes 17 seconds East 47.12 feet to a point in the center of North Carolina Highway No. 1330, at a point where a culvert crosses underneath said road thence North 83 degrees 25 minutes West and as the line of Matthew Sanders a distance of 725.48 feet to the point and place of BEGINNING, containing 3.211 acres, according to survey by Ragsdale Engineers, dated January 13, 1971.

For chain of title information, see Book 742, page 539, Johnston County Registry.

Parcel D:

BEGINNING at a stake in the center line of the right of way of North Carolina Secondary Road No. 1330, the southwest corner of the Matthew Sanders property, and running thence with the center line of the right of way of North Carolina Secondary Road No. 1330 South 75 degrees 25 minutes West 169 feet to a stake, a new corner of the Margaret Powell Benton property; thence crossing the northern portion of the right of way of North Carolina Secondary Road 1330 and past an iron stake in its northern right of way line, and with the eastern line of the Benton property North 15 degrees 44 minutes 6 seconds West 580.92 feet to a stake in the southern line of the Charles Tomlinson property; thence with the southern line of the Tomlinson property South 83 degrees 54 minutes 36 seconds East 253.03 feet to an iron stake, the northwest corner

of the Matthew Sanders property; thence with the western line of the Matthew Sanders property and crossing the northern portion of the right of way of North Carolina Secondary Road No. 1330 past an iron stake in its northern right of way line South 7 degrees 35 minutes East 494.94 feet to a stake in the center line of the right of way of North Carolina Secondary Road No. 1330, the point of BEGINNING, containing 2.50 acres, more or less, and being the Property of Willie Earl Sanders and wife, Pearlie Mae Sanders, as shown on plat by Ragsdale Engineers, P.A., dated November 4, 1981, to which reference is hereby made for a more particular description. This property is a portion of that 28 acre tract of land conveyed to Margaret Powell Benton by deed of Robert L. Powell and wife, Lula S. Powell, dated January 5, 1960, and recorded in Book 579, page 28, Johnston County Registry. See also deeds to Matthew Sanders and wife, Mamie Lee Sanders recorded in Book 701, page 156, Book 708, page 142 and Book 742, page 538, Johnston County Registry.

For chain of title information, see Book 906, page 151, Johnston County Registry.

Parcel E:

BEGINNING at a nail in the center line of the right of way of North Carolina Secondary Road No. 1330, a southwest corner of the Willie Sanders property, and running thence with the center line of the right of way of North Carolina Secondary Road No. 1330 South 74 degrees 58 minutes 26 seconds West 316.23 feet to a nail, South 77 degrees 43 minutes 47 seconds West 114.19 feet to a nail, and South 82 degrees 12 minutes 10 seconds West 113.62 feet to a nail in said center line, a new corner of the Edwin T. Benton tract; thence crossing the northern portion of the right of way of said Secondary Road and with a new Edwin T. Benton line past an iron stake in the northern right of way line of said Secondary Road North 2 degrees 22 minutes 29 seconds East 205.85 feet to an iron stake, a new corner of the Benton property; thence with another new Benton line North 76 degrees 12 minutes 58 seconds East 479.01 feet to a stake in the western line of the Willie Sanders property; thence with the western line of the Sanders property and crossing the northern portion of the right of way of North Carolina Secondary Road No. 1330 past an iron stake in the northern right of way line of said Secondary Road South 15 degrees 44 minutes 6 seconds East 205.85 feet to a nail, the point of BEGINNING, containing 2.45 acres, more or less, and being the PROPERTY of DONALD JERNIGAN as shown on plat by Ragsdale Consultants, P.A., dated April 1, 1985, to which reference is hereby made for a more particular description. For chain of title information, see Book 979, page 703, Johnston County Registry.

For further reference see Deed Book 1594, page 212, Johnston County Registry.

This conveyance is made pursuant to the provisions of the Last Will and Testament of Edwin T. Benton, Estate File #04-E-634, Offices of the Clerk of the Superior Court of Johnston County and Article Three, Part A of the Edwin T. Benton Trust Agreement Dated March 24, 1997.

TO HAVE AND TO HOLD all of Grantor's interest, being a one-half interest only, in the aforesaid lands and all privileges and appurtenances thereunto appertaining, to the Grantee, its heirs, successors and assigns, to its use only and behoof forever in as full and ample a manner as Margaret P. Benton, Executrix of the Estate of Edwin T. Benton, deceased, and Margaret P. Benton, Successor Trustee of the Edwin T. Benton Trust Under Agreement Dated March 24, 1997, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, the said Margaret P. Benton, Executrix of the Estate of Edwin T. Benton, deceased, and Margaret P. Benton, Successor Trustee of the Edwin T. Benton Trust Under Agreement Dated March 24, 1997, has caused this instrument to be signed under seal this day and year first above written.

Margaret P. Benton (SEAL)
Margaret P. Benton, Executrix
of the Estate of Edwin T. Benton

Margaret P. Benton (SEAL)
Margaret P. Benton, Successor Trustee of the
Edwin T. Benton Trust Under Agreement
Dated March 24, 1997

NORTH CAROLINA
COUNTY OF JOHNSTON

I, Amy E. Jobani, a Notary Public, in and for said County and State, do hereby certify that Margaret P. Benton, Executrix of the Estate of Edwin T. Benton, deceased, and Margaret P. Benton, Successor Trustee of the Edwin T. Benton Trust Under Agreement Dated March 24, 1997, personally appeared before me this day and being by me duly sworn, says that she executed the foregoing and annexed instrument in her capacity as Executrix of the aforesaid estate, and that her authority to execute and acknowledge said instrument and to act as Executrix is contained in a will duly probated and recorded in the Office of the Clerk of the Superior Court of Johnston County in File No. 04-E-634; that the said Margaret P. Benton, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and as Executrix of the Estate of Edwin T. Benton, deceased, and as Successor Trustee of the Edwin T. Benton Trust Under Agreement Dated March 24, 1997, 1999.



Witness my hand and notarial seal/stamp, this 26 day of October, 2004.

My Commission expires: 3-20-05

Amy E. Jobani N.P.

JOHNSTON COUNTY NC 04/01/96
54.00
STATE OF NORTH CAROLINA
Real Estate
Excise Tax

State of North Carolina, Johnston Co
Filed for Registration April 11 11:55 A.M.
1996
Register of Deeds Office
Recorded in Book 1508 Page 054
Phyllis N. Wall

Register of Deeds
By Donna S. Stallings Deputy

Excise Tax 54.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 05G04024L; out of 05G04024
Verified by County on the day of, 19.....
by

Mail after recording to O. Hampton Whittington, Jr.
P. O. Box 457, Benson, NC 27504
This instrument was prepared by O. Hampton Whittington, Jr.
Brief description for the Index 5.0 acres, S.R. 1555, Clayton Twp.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 11 day of March, 1996, by and between

GRANTOR

Michael H. Coats (single); Tillie W.
Coats (widow); Anthony B. Coats and
wife, Donna Coats; and Kenneth M.
Coats and wife, Deborah L. Coats

CONVEYANCE OF THIS PROPERTY
HAS BEEN DULY NOTED ON THE
TAX RECORDS. 4/3 9/1/96
TAX SUPERVISOR

GRANTEE

James Harold Lee
725 Barber Mill Road
Clayton, NC 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity; e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of Clayton Township, Johnston County, North Carolina and more particularly described as follows:

Beginning at a government marker located in the northern right of way line of S.R. 1555, said marker also being located at the northeastern corner of a lot owned by Richard W. Allen, now or formerly, (See Book 822, page 593, Johnston County Registry) and running thence North 02 degrees 00 minutes 54 seconds West 616.91 feet to a government marker, being a joint corner with Rose M. Ennis and Mable F. Sanders; thence with the line of Ennis North 58 degrees 00 minutes 40 seconds East 85.99 feet to an iron; thence a new line South 62 degrees 36 minutes 49 seconds East 352.90 feet to an iron; thence another new line South 18 degrees 50 minutes 04 seconds East 312.85 feet to a pk nail in the centerline of S.R. 1555; thence with the centerline of S.R. 1555 South 63 degrees 00 minutes 00 seconds West 521.24 feet to a pk nail; thence North 02 degrees 00 minutes 54 seconds West 33.01 feet to the point and place of beginning, containing 5.0 acres, as shown on a plat by Dennis Ray Blackmon, R.L.S., dated February 28, 1996, to which reference is hereby made for a more particular description of same.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1077, page 49,
Johnston County Registry and 91 E 312

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to
the Grantee 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 except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

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.

.....
(Corporate Name)

By:

..... President

ATTEST:

.....

..... Secretary (Corporate Seal)

.....

..... (Corporate Name)

By:

..... President

ATTEST:

.....

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

USE BLACK INK ONLY

Michael H. Coats (SEAL)
Michael H. Coats

Tillie W. Coats (SEAL)
Tillie W. Coats

Anthony B. Coats (SEAL)
Anthony B. Coats

Donna Coats (SEAL)
Donna Coats

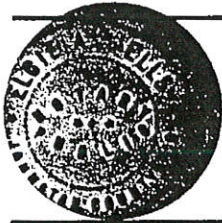
Kenneth M. Coats (SEAL)
Kenneth M. Coats

Deborah L. Coats (SEAL)
Deborah L. Coats

..... (SEAL)

..... (SEAL)

..... (SEAL)

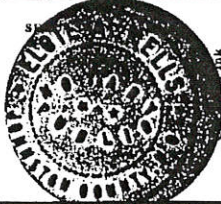


NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that Michael H. Coats (single) Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 22nd day of March 19 96

My commission expires: 10-15-99 Elgie A. Wells Notary Public

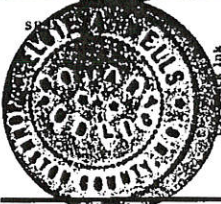


NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that Tillie W. Coats (widow) Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 22nd day of March 19 96

My commission expires: 10-15-99 Elgie A. Wells Notary Public



NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that Anthony B. Coats and wife, Donna Coats Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 22nd day of March 19 96

My commission expires: 10-15-99 Elgie A. Wells Notary Public



NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that Kenneth M. Coats and wife, Deborah L. Coats Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 22nd day of March 19 96

My commission expires: 10-15-99 Elgie A. Wells Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of

a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of 19

My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of

a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of 19

My commission expires: Notary Public

The foregoing Certificate(s) of Elgie A. Wells NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the

Great Page Record.

By Rhyllis N. Weber, REGISTER OF DEEDS FOR Johnston COUNTY

Deputy, Notary Public

Pro. \$2.00
 Reg. \$10.00
 Stamp \$54.00

9468

BOOK 1811 PAGE 389

JOHNSTON COUNTY NC

03/31/1999

\$124.00

STATE OF
NORTH
CAROLINAReal Estate
Excise TaxState of North Carolina, Johnston Co
Filed for Registration at 9:30 A.M.

Mar 31 19 99 in the

Register of Deeds Office

Recorded in Book 1811 Page 389

Phyllis N. Wall

Register of Deeds

By

Excise Tax \$124.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 05G042000

Verified by County on the day of 19

by

Mail after recording to Beaver & Green, P.A.

This instrument was prepared by Tim Carlisle/LCEFCU

Brief description for the Index

1.46 acres Clayton Twp.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 17th day of March, 1999, by and between

GRANTOR

GRANTEE

Local Government Employees' Federal Credit Union,
a North Carolina CorporationMilton L. Minter and wife,
Geraldine G. Minter
136 Government Road
Clayton, NC 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of Clayton Township, Johnston County, North Carolina and more particularly described as follows:

BEGINNING at an iron spike in the center line of N.C.S.R. No. 1556; said iron stake being located S 04 deg 20 min 55 sec E 286.0 feet from a double culvert and a small branch passing underneath said N.C.S.R. #1556; said double culvert being located 0.15 miles N along N.C.S.R. #1556 from the center line of N.C.S.R. #1556; thence the line runs as a new line with William Kirby North 86 deg 25 min 35 sec E 496.74 feet to an iron stake in the line of James Coats; thence as the James Coats' line S 55 deg 22 min 17 sec West 352.79 feet to an iron stake; thence as another new line with William Kirby S 83 deg 32 min 15 sec W 193.49 feet to an iron spike in the center line of N.C.S.R. #1556; thence as said center line N 03 deg 53 min 49 sec W 191.38 feet to the beginning and containing 1.46 acres, according to a map and survey by Ragsdale Engineers, P.A. dated 10/8/79, and entitled "Robert Curtis and Anthona S. Curtis," and being a portion of a 99.575 acre tract.

The property hereinabove described was acquired by Grantor by instrument recorded in

Deed Book 1762 Page 080

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to all easements and restrictions of record and 1999 Ad Valorem taxes

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.

Local Government Employees' Federal Credit Union

(Corporate Name)

By:

Ray D. High

President

ATTEST:

Anna Freeman

Secretary (Corporate Seal)



NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of, 19.....

My commission expires: Notary Public

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Anna M. Freeman

personally came before me this day and acknowledged that s he is Assistant Secretary of

Local Government Employees' Federal Credit Union, a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by herself as its Assistant Secretary.

Witness my hand and official stamp or seal, this 17 day of March, 1999

My commission expires: 10/2/03 Jean N. Rose Notary Public

The foregoing instrument(s) of

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By

REGISTER OF DEEDS FOR

COUNTY

Deputy/Assistant - Register of Deeds

Drawn by: Spence & Spence

THIS DEED, made this 24th day of August, 1976, by Charlotte B. Parker and
husband, W. D. Parker,
 of Wake County, North Carolina, hereinafter called Grantors,
 To William D. Parker, Jr.
 of Wake County, North Carolina, hereinafter called Grantees.

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell and convey unto the Grantees, their heirs, and/or successors and assigns, premises in Cleveland Township, Johnston County, North Carolina described as follows:

Lying and being in Cleveland Township, Johnston County, North Carolina, adjoining the lands of Marshall Barber, the Smithfield and Raleigh Road and the Clayton Road, and BEGINNING at a stake or point at the intersection of the Clayton Road with the Old Raleigh and Smithfield Road, and runs south 68 degrees east 570 feet to another point in the Smithfield and Raleigh Road (old highway), Marshall Barber's corner; thence north 02 degrees 30 minutes east 1013 feet to an iron stake in Spring Branch; thence south 73 degrees west 442 feet to the center of the Clayton Road; thence with the Clayton Road south 17 degrees 15 minutes west 532 feet to a stake or point in the Smithfield and Raleigh Road, the BEGINNING point, containing ten (10) acres, more or less, and being that ten (10) acres of land devised to Charlotte B. Parker, Lunette Barber, and Elsie Barber Taylor subject to the life estate of their brother, Kenneth P. Barber, who is now deceased. Said property being devised in the Will of A. M. Barber, probated and recorded in Will Book 15, page 261, Clerk of the Superior Court's Office of Johnston County, Item Three thereof, reference to said Will being herein made for a more complete and accurate description and this being the same property conveyed in Book 727, page 520, Johnston County Registry.

CONVEYANCE OF THIS PROPERTY
 HAS BEEN DULY NOTED ON THE
 TAX RECORDS. B
 TAX SUPERVISOR

State of North Carolina Real Estate Excise Tax \$ GIFT DEED Paid.

The above land was conveyed to Grantors by See Book Page

TO HAVE AND TO HOLD the above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant that they are seized of said premises in fee and have 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 they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

The plural number as used herein shall equally include the singular. The masculine or feminine gender as used herein shall equally include the neuter.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals.

(SEAL) Charlotte B. Parker (SEAL)
Charlotte B. Parker
 (SEAL) W. D. Parker (SEAL)
W. D. Parker



STATE OF NORTH CAROLINA-JOHNSTON COUNTY

I, Thomas Sullivan, a Notary Public of said County, do hereby certify that Charlotte B. Parker and husband, W. D. Parker, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal/stamp, this the 24 day of August, 1976.
 My commission expires: DEC 7, 1980 Thomas Sullivan N. P.

STATE OF NORTH CAROLINA-JOHNSTON COUNTY

I, _____, a Notary Public of said County, do hereby certify that _____ Grantors, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal/stamp, this the _____ day of _____, 19____.
 My commission expires: _____ N. P.

STATE OF NORTH CAROLINA-JOHNSTON COUNTY

The foregoing certificate(s) of Thomas Sullivan Notary (Notaries) Public is (are) certified to be correct. This instrument was presented for registration and recorded in Book 803 Page 582.
 This Aug 31 1976 at 4:25 P. M.

By Phyllis Hanson
Julia Cusky Register of Deeds
 Deputy Register of Deeds

14852

BOOK 1335 PAGE 630

State of North Carolina, Johnston Co
Filed for Registration at 4:25 P.M.
Sept 21 1993 in the
Register of Deeds Office,
Recorded in Book 1335 Page 630
PHYLLIS N. WALL
Register of Deeds

By Rhonda H. Perry Dep
Recording Time, Book and Page

Excise Tax - 30 -

Tax Lot No. Parcel Identifier No. 06G05011
Verified by County on the day of 19
by

Mail after recording to Robert W. Wilson, Jr., Poyner & Spruill
P.O. Box 10096, Raleigh, NC 27605-0096
This instrument was prepared by POYNER & SPRUILL (Without Title Examination)
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 14 day of September, 1993, by and between

GRANTOR

GRANTEE

WILLIAM DOUGLAS PARKER, III and Wife,
BEVERLY PARKER
K.

WILLIAM DOUGLAS PARKER, JR.
4950 BARKER Mill Road
Clemton, N.C. 27520

CONVEYANCE OF THIS PROPERTY
HAS BEEN DULY NOTED ON THE
TAX RECORDS. 8/21/93
TAX SUPERVISOR

Enter in appropriate block for each party the name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of Cleveland Township,

Johnston

County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

The property hereinabove described was acquired by Grantor by instrument recorded in
See Exhibit A attached hereto and made a part hereof.

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to Easements, Rights of Way, Restrictions and other exceptions of record.

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.

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

William Douglas Parker, III (SEAL)
WILLIAM DOUGLAS PARKER, III

Beverly K Parker (SEAL)
BEVERLY PARKER

K. (SEAL)



NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that *William Douglas Parker, III and Wife, Beverly K Parker* Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th day of September 1993.

My commission expires: 9-19-93 *Allen A Martin* Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of

..... a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of, 19.....

My commission expires: Notary Public

The foregoing Certificate(s) of *Allen A Martin NP*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Sharon A. Martin REGISTER OF DEEDS FOR Johnston COUNTY

By *Sharon A. Martin* Deputy, Assistant Register of Deeds

Pro. \$ 1.00
Reg. \$ 4.00

EXHIBIT A

Attached to Deed from
William Douglas Parker, III and wife,
to William Douglas Parker, Jr.

Being all of that certain tract or parcel of land located in Cleveland Township, Johnston County, North Carolina and being more particularly described as follows:

Beginning at a stake at the west side of the Clayton Road in the Percy Barber line and runs as that line North 72 degrees 30 minutes West 495 feet to a stake, corner with said Barber; thence South 02 degrees 30 minutes West 518 feet to a stake; thence a new line South 88 degrees East 95 feet to a stake; thence a new line North 39 degrees East 485 feet to a stake; thence South 72 degrees 30 minutes East 96 feet to a stake at the west side of the Clayton Road; thence along the edge of said road North 17 degrees 15 minutes East 20 feet to the beginning, containing four and one-half (4 1/2) acres, more or less.

Being a part of Lot No. 2 in the B. T. Barber division as described in Land Book 3, Page 232, Office of the Clerk of Superior Court of Johnston County, N.C.

The ownership history of this property is as follows:

(1) This is the property conveyed to Charlotte B. Parker by A. M. Barber and wife, Jennie B. Barber in Book 465, Page 552 of the Johnston County Registry and a portion of the property inherited by Grantor, William Douglas Parker, III from his grandmother, Charlotte B. Parker, who died intestate, leaving as her only heirs, her husband, William D. Parker and one son, William D. Parker, Jr.

(2) William D. Parker died on November 5, 1990 and by a Statement of Renunciation and Qualified Disclaimer filed on January 30, 1991 in Book 1195, Page 294 of the Johnston County Registry, the Executor of the Estate of William D. Parker renounced, disclaimed and refused the entire interest in any part of Charlotte B. Parker's Estate. Therefore, the son, William Douglas Parker, Jr. received the entire estate of Charlotte B. Parker.

(3) William D. Parker, Jr. filed a Statement of Renunciation and Qualified Disclaimer on February 1, 1991, in Book 1195, Page 759 of the Johnston County Registry, renouncing, disclaiming and refusing his entire interest in the above-described property of the Charlotte B. Parker Estate, which renunciation was in error.

(4) The property vested solely in the grandson of Charlotte B. Parker, William Douglas Parker, III. It was intended that the above-described property vest solely in William Douglas Parker, Jr., Grantee.

JOHNSTON COUNTY

6-22-93



\$196.00

Real Estate
Excise Tax

State of North Carolina, Johnston Co
Filed for Registration at 2:25 P M.
Apr 23 1993 in the
Register of Deeds Office
Recorded in Book 1310 Page 661
Thelma M. Wall
Register of Deeds

Excise Tax \$196.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 06F03010
Verified by County on the day of, 19..
by

Mail after recording to R. W. Wilson, Jr., Poyner & Spruill, PO Box 10096
Raleigh, NC 27605

This instrument was prepared by POYNER AND SPRUILL

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20th day of April, 19..93, by and between

GRANTOR

GRANTEE

CYNTHIA A. GOWIN and husband,
ROBERT C. GOWIN and JEFFREY T.
ADAMS

WILLIAM DOUGLAS PARKER, JR.

PO BOX 727
RALEIGH, NC 27602

CONVEYANCE OF THIS PROPERTY
HAS BEEN DULY NOTED ON THE
TAX RECORDS. APR 23-93
TAX SUPERVISOR

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of, Cleveland Township,
Johnston County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

This conveyance is made subject to lien of 1993 ad valorem taxes, to easements of record in the Johnston County Registry affecting the above property and to the right of way of NCSR #1555.

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.

By:
 (Corporate Name)
 President
 ATTEST:
 Secretary (Corporate Seal)

USE BLACK INK ONLY

Cynthia A. Gowin (SEAL)
 Robert C. Gowin (SEAL)
 Jeffrey T. Adams (SEAL)



NORTH CAROLINA, Wake County.
 I, a Notary Public of the County and State aforesaid, certify that Cynthia A. Gowin and husband Robert C. Gowin & Jeffrey T. Adams Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of April 1993.
 My commission expires: 7-10-95 James E. Greene Notary Public

NORTH CAROLINA, County.
 I, a Notary Public of the County and State aforesaid, certify that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary.
 Witness my hand and official stamp or seal, this day of 19.....
 My commission expires: Notary Public

The foregoing Certificate(s) of James E. Greene, Notary Public
 is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
 REGISTER OF DEEDS FOR Johnston County
 By Phyllis N. Wal Deputy/Assistant - Register of Deeds

EXHIBIT A

BEGINNING at a stake in Spring Branch (poplar pointers) near the spring, a corner with Marshall Barber and runs a new line S. 73 degrees West 442 feet to a stake in the center of the Clayton Road; thence with the center of said road S. 17 degrees 15 minutes West 280 feet to a stake at the cemetery; thence along the north edge of the cemetery N. 77 degrees 15 minutes West 176 feet to a stake in the line with Percy Barber; thence as the line N. 2 degrees 30 minutes East 812 feet to a stake, corner with Charlotte B. Parker's tract; thence as the line of that tract S. 88 degrees E. 95 feet to a stake; thence North 39 degrees East 485 feet to a stake; thence S. 72 degrees 30 minutes East 111 feet to the center of the Clayton Road; thence along the center of the road N. 17 degrees 15 minutes East 1493 feet to a stake on the south bank of Swift Creek where the old road crosses said creek; thence down the various courses of said creek to the mouth of the Spring Branch, a corner with Marshall Barber; thence up the runs of the Spring Branch to the BEGINNING, and contains thirty (30) acres, more or less, and excepting the following tracts of land:

(1) BEGINNING at an iron stake in the right of way of North Carolina Highway No. 1555, a corner of the land now owned by Charlotte B. Parker, said iron stake is located 30 feet from the center line of said highway, and the line runs as the right of way of said highway South 17 degrees 15 minutes West 475 feet to an iron stake, a new corner with the lands of Alfred T. Barber; thence as his new line North 81 degrees 08 minutes West 359 feet to an iron stake, a new corner with Alfred T. Barber; thence a new line North 2 degrees 30 minutes East 50 feet to an iron stake, a corner of the lands of Charlotte B. Parker; thence as her line South 88 degrees 00 minutes East 95 feet to an iron stake, North 39 degrees 00 minutes East 485 feet to an iron stake and South 72 degrees 30 minutes East 96 feet to the BEGINNING, and being a portion of the Alfred T. Barber land lying on the west side of N. C. Highway No. 1555, and being the property conveyed to Charlotte B. Parker in Deed recorded in Book 620, Page 537, Johnston County Registry.

(2) BEGINNING at a point in the center of NCSR #1555, said point being situate 336.56 feet from the point where the center of NCSR #1555 intersects with the center of NCSR #1010; thence from said point North 75 degrees 37 minutes 13 seconds West 26.60 feet to a point; thence from said point North 75 degrees 37 minutes 13 seconds West 154.60 feet to an existing concrete monument; thence from said monument North 03 degrees 06 minutes 47 seconds East 809.35 feet to a point, a corner with Charlotte Parker; thence from said point South 71 degrees 31 minutes 13 seconds East 389.16 feet to a point in the center of NCSR #1555; thence along the center line of NCSR #1555 South 18 degrees 14 minutes 47 seconds West 487.86 feet to a point evidenced by a railroad spike; thence continuing along the center line of NCSR #1555 South 17 degrees 36 minutes 47 seconds West 280.11 feet to a point in the center of NCSR #1555, the point and place of BEGINNING. Said property containing 5.06 acres, more or less, as shown by a survey prepared by Ragsdale Consultants, P. A., dated 9/6/83 and captioned "PROPERTY OF MARCELEE ADAMS", and being the property conveyed to Charlotte B. Parker by Deed recorded in Book 942, Page 529, Johnston County Registry.

15906

BOOK 1464 PAGE 514

State of North Carolina, Johnston Co.
 Filed for Registration at 11:40 A M.
August 27 1995 in the
 Register of Deeds Office
 Recorded in Book 1464 Page 514
 Phyllis N. Wall

Register of Deeds
 By Cherry W. B. [Signature]

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 05G04026D
 Verified by _____ County on the _____ day of _____, 19____
 by _____

Mail after recording to Thomas S. Berkau, 212 Church Street, Smithfield, NC 27577

This instrument was prepared by Thomas S. Berkau, 212 Church Street, Smithfield, NC 27577

Brief description for the Index

TRACT, CLAYTON TOWNSHIP

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29th day of August, 1995, by and between

GRANTOR

Millie N. Kirby, widow

CONVEYANCE OF THIS PROPERTY
 HAS BEEN DULY NOTED ON THE
 TAX RECORDS. JB 8/29/95
 TAX SUPERVISOR

GRANTEE

Doris Virginia Kirby Peacock
 Thelma Ruth Kirby Peacock
 Gloria Jean Kirby Dublin
 William H. Kirby, Jr.
 Keturah Kirby Foye
 Randolph Kirby, Jr. (only surviving child of
 Rudolph Kirby Randolph Kirby, deceased)
 Ronald Earl Kirby
 Edith Renee Kirby Lucas
 Danny Ray Kirby
 IN EQUAL SHARES, AS TENANTS IN COMMON
 c/o WILLIAM H. KIRBY, JR.

65 Government Road, Clayton, NC 27520

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of _____, _____ Township,

Johnston

County, North Carolina and more particularly described as follows:

SEE ATTACHMENT FOR LEGAL DESCRIPTION.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 498, Page 488;
Book 544, Page 190, Johnston County Registry.

A map showing the above described property is recorded in

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Title to the property hereinabove described is subject to the following exceptions:
Easements and Restrictions of record.

1995 ad valorem taxes.

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.

 (Corporate Name)

 By: _____

 _____ President

 ATTEST: _____

 _____ Secretary (Corporate Seal)

SEAL-STAMP

NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that Millie N. Kirby, widow
 _____ Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
 hand and official stamp or seal, this 29th day of August, 1995.
 My commission expires: 9-16-96 Ruth Boyette Notary Public

SEAL-STAMP

NORTH CAROLINA,County.

1, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: Notary Public

The foregoing Certificate(s) of Ruth Boyette N.P.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

First page hereof.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant - Register of Deeds

Pro. \$ 2.00
Reg. \$ 12.00
Stamp \$ 6.00

Lying and being in Clayton Township, Johnston County, North Carolina 6 miles South from the Town of Clayton and 3 3/4 miles Southeast from NC Highway No. 42 and located on Rural Roads Nos. 1555 and 1556 and being bounded on the North by the lands of Troy Page, on the East by the lands of Malcolm Coats, on the South by the lands of Roby Williamson and Gladys Barnes, and on the West by Swift Creek and being more particularly described as follows:

BEGINNING at a common corner of lands now owned or formerly owned by one J.H. Austin of land owned and developed by the Government designated as Unit No. 31 of North Carolina Tenant Security Project and of the tract hereinafter described thence running South 17 degrees 51 minutes West 425.34 feet; thence South 20 degrees 34 minutes East 306.6 feet; thence South 46 degrees 21 minutes East 200.2 feet; thence South 53 degrees 32 minutes West 353 feet; thence South 06 degrees 25 minutes 30 seconds East 629.3 feet; thence South 06 degrees 38 minutes East 49.9 feet; thence South 52 degrees 52 minutes West 213 feet; thence South 71 degrees 13 minutes West 33.70 feet to the point of intersection of the center line of a county road running between Smithfield, Garner, and Clayton, North Carolina, with the center line of another county road running to Clayton, North Carolina; thence leaving said road intersection and running South 71 degrees 13 minutes West 21.30 feet; thence South 83 degrees 52 minutes West 1500.10 feet; thence South 84 degrees 13 minutes 30 seconds West 504.32 feet to the east bank of Swift Creek; thence along the high water line the center line of the creek being the boundary line the following courses and distances; North 02 degrees 25 minutes 30 seconds West 426.79 feet; North 37 degrees 34 minutes 30 seconds East 410.5 feet; North 16 degrees 23 minutes 30 seconds East 306.9 feet; North 15 degrees 16 minutes 30 seconds West 215 feet; North 23 degrees 09 minutes 30 seconds West 321.8 feet; North 77 degrees 51 minutes 30 seconds West 184.89 feet to an angle and tie in point on line (from said angle tie-in point a tie to the east bank of Swift Creek is by running South 67 degrees 42 minutes West 18 feet; thence South 46 degrees 29 minutes 30 seconds West 319.90 feet) thence leaving said highwater line at aforementioned angle point and running North 67 degrees 42 minutes East 209.40 feet; thence North 29 degrees 17 minutes East 484.70 feet; thence South 84 degrees 57 minutes East 423.30 feet; thence North 89 degrees 18 minutes 30 seconds East 1494.08 feet to the point of BEGINNING containing 99.575 acres more or less.

Subject however, to the use by the public for highway purposes of that portion of such lands described as follows:

BEGINNING at the point of intersection of the center line of the county road above referred to running between Smithfield and Garner, North Carolina, with the centerline of the county road running to Clayton, North Carolina, thence leaving said road intersection and running South 71 degrees 13 minutes West 21.30 feet; thence South 83 degrees 52 minutes West 1500.10 feet; thence South 84 degrees 13 minutes 30 seconds West 50.00 feet; thence North 05 degrees 46 minutes 30 seconds West 30.00 feet; thence North 84 degrees 13 minutes 30 seconds East 49.10 feet; thence North 83 degrees 52 minutes East 1496.68 feet; thence North 71 degrees 13 minutes East 25.09 feet to the center line of the said county road running between Smithfield and Garner, North Carolina; thence along the center line South 05 degrees 27 minutes East 30.83 feet to the point of BEGINNING.

And subject however to the use by the public for highway purposes of that portion of such lands lying 20 feet on each side and parallel to the following described center line of a county road running between Smithfield and Clayton, North Carolina which road traverses the above described tract, Beginning at the point of intersection of said road centerline with the north boundary line of the above described tract; thence running South 11 degrees 09 minutes West 358.98 feet; thence South 01 degrees 42 minutes East 329.90 feet; thence South 12 degrees 55 minutes East 328.04 feet; thence South 01 degrees 30 minutes West 338.88 feet;

thence South 05 degrees 27 minutes East 512.02 feet to the point of intersection with the south boundary line of the tract.

Less and except:

BOOK 1464 PAGE 517

A 0.73633 acre tract conveyed to Nathaniel Roy Dublin and wife, Gloria K. Dublin, and recorded in Book 602, Page 33, Johnston County Registry.

A 1.48 acre tract conveyed to Nathaniel Roy Dublin and wife, Gloria K. Dublin and recorded in Book 742, Page 465, Johnston County Registry.

A 0.29 acre tract conveyed to Nathaniel Roy Dublin and wife, Gloria K. Dublin and recorded in Book 818, Page 8, Johnston County Registry.

A 1.10 acre tract conveyed to Roy Williams and recorded in Book 849, Page 391, Johnston County Registry.

A 1.10 acre tract conveyed to Linwood N. Foye and recorded in Book 849, Page 745, Johnston County Registry.

A 32.774 acre tract conveyed to Charles L. Williams and recorded in Book 854, Page 316, Johnston County Registry.

A 24.256 acre tract conveyed to Marshall Putnam and recorded in Book 854, Page 317, Johnston County Registry.

A 10 acre tract conveyed to Robert W. Black, Jr. and recorded in Book 854, Page 318, Johnston County Registry.

A 1.46 acre tract conveyed to Robert Lewis Curtis and wife, and recorded in Book 872, Page 519, Johnston County Registry.

A 1.8 acre tract conveyed to William H. Kirby, Jr. and recorded in Book 877, Page 74, Johnston County Registry.

A .61 acre tract conveyed to M. Durwood Stephenson and Associates, Inc. and recorded in Book 878, Page 73, Johnston County Registry.

A .46 acre tract and lot conveyed to Linwood Foye, et ux, and recorded in Book 879, Page 340, Johnston County Registry.

A 1.47 acre tract conveyed to M. Durwood Stephenson and Associates, Inc. and recorded in Book 879, Page 588, Johnston County Registry.

A 2.42 acre tract conveyed to Ronald Earl Kirby and recorded in Book 880, Page 328, Johnston County Registry.

A 2 acre tract conveyed to Darryl L. Lucas, et ux, and recorded in Book 1049, Page 654, Johnston County Registry.

A .44 acre tract conveyed to Douglas Wayne Anderson and recorded in Book 1191, Page 266, Johnston County Registry.

KIRBY,MN

3881

BOOK 1675 PAGE 487

JOHNSTON COUNTY NC 02/17/98
\$36.00



Real Estate
Excise Tax

State of North Carolina, Johnston Co.
Filed for Registration at 10:50 A.M.
February 17, 1998 in the
Register of Deeds Office
Recorded in Book 1675 Page 487
Phyllis N. Wall
Register of Deeds
By Clary W. Satterly, Deputy

Excise Tax \$36.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 056040296
Verified by County on the day of, 19.....
by

Mail after recording to GRANTEE

This instrument was prepared by HINTON, HEWETT & WOOD, P.A.

Brief description for the Index

1 ACRE TRACT CLAYTON

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 16TH day of FEBRUARY, 1998, by and between

GRANTOR

GRANTEE

MILLARD & MILLARD, INC.

JANICE P. STEVENS
910 -A Lee Street
Smithfield NC
27577



Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, 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, all that certain lot or parcel of land situated in the City of, CLAYTON Township,

JOHNSTON County, North Carolina and more particularly described as follows:

BEING ALL OF A 1.00 ACRE TRACT EXCLUDING THE RIGHT OF WAY AND CONTAINING 1.11 ACRES INCLUDING THE RIGHT OF WAY AS SHOWN ON A BOUNDARY SURVEY FOR "BOBBY AND THELMA PEACOCK," DATED AUGUST 22, 1996 BY LEWIS & ASSOCIATES, SURVEYORS, P.A. AND RECORDED IN PLAT BOOK 48, PAGE 261, JOHNSTON COUNTY REGISTRY.

The property hereinabove described was acquired by Grantor by instrument recorded in

BOOK 1596, PAGE 513

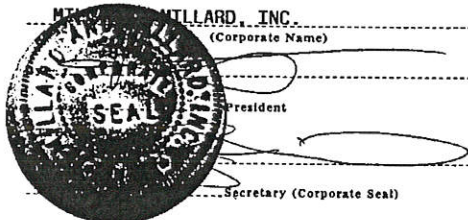
A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

ALL GENERAL UTILITY EASEMENTS, RESTRICTIONS & RIGHT OF WAYS OF RECORD.

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.



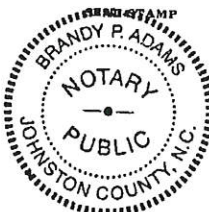
USE BLACK INK ONLY

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of 19.....

My commission expires: Notary Public



NORTH CAROLINA, JOHNSTON County.

I, a Notary Public of the County and State aforesaid, certify that Pamela J. Millard personally came before me this day and acknowledged that he is Secretary of MILLARD & MILLARD a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary. Witness my hand and official stamp or seal, this 16TH day of FEBRUARY, 19 98

My commission expires: APRIL 24, 2001 Brandy P. Adams Notary Public

The foregoing Certificate(s) of Brandy P. Adams N.P.

Is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Phyllis N Wall
By Cheryl W. Adams REGISTER OF DEEDS FOR Johnston COUNTY
Deputy/Assistant - Register of Deeds

Pro. \$ 2.00
Reg. \$ 8.00
Stamp \$ 36.00

Excise Tax: \$0 (2006 Gift)
Parcel Identification Numbers: 06F04035 and 06F04035B

Recording Time, Book and Page

Mail after recording to:
Narron, O'Hale and Whittington, PA
P.O. Box 1567
Smithfield, North Carolina 27577

THIS INSTRUMENT WAS PREPARED BY: JAMES W. NARRON [NO TITLE EXAMINATION]

BRIEF DESCRIPTION FOR THE INDEX: _____

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED MADE THIS THE 29th DAY OF DECEMBER, 2005, BY AND BETWEEN THE FOLLOWING:

GRANTOR: JAMES EDWARD BARBER and wife, MARY JEAN HARRISON BARBER

**GRANTEE: FRANK S. WILTON, a 4% undivided interest only; and
JEANNE BARBER WILTON, a 55.24% undivided interest only
4052 N. 41st Street
McLean, Virginia 22101**

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.

WITNESSETH, 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, undivided interests as set out above all that certain lot or parcel of land situated in Cleveland Township, Johnston County, North Carolina and more particularly described as follows:

**[SEE EXHIBIT A TO DEED WHICH IS ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE]**

The property hereinabove described was acquired by Grantor by instrument recorded in _____

A map showing the above described property is recorded in Plat Book _____, page _____.

TO HAVE AND TO HOLD undivided interests as set forth herein in the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to any and all easements, rights of way, and restrictions of record.

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.

(Corporate Name)

By: _____

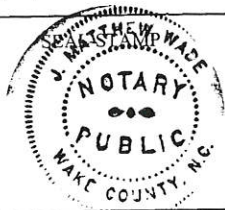
President

James Edward Barber (SEAL)
James Edward Barber

Mary Jean Harrison Barber (SEAL)
Mary Jean Harrison Barber

ATTEST: _____ (SEAL)

Secretary
(Corporate Seal)



SEAL-STAMP

NORTH CAROLINA, ~~JOHNSTON COUNTY~~ *Wake County*
I, a Notary Public of the County and State aforesaid, certify that **JAMES EDWARD BARBER** and wife, **MARY JEAN HARRISON BARBER**, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this 30 day of December, 2005.

My commission expires: *August 13, 2008* *Matthew Wade* Notary Public

NORTH CAROLINA, _____ County
I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.
Witness my hand and official stamp or seal, this _____ day of _____, 20____.

My commission expires: _____ Notary Public

The foregoing certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant-Register of Deeds

F:\Client Files\ESTPLAN\BARBER\James-E\Deed-2006 Gift.wpd

EXHIBIT A TO DEED
FROM JAMES EDWARD BARBER and wife,
MARY JEAN HARRISON BARBER
Dated: December 29, 2005

TRACT NO. 1:

BEGINNING at an existing iron stake marked U.S. Government, said beginning point being the southwest corner of Unit #34-A of the N.C. Tenant Security Farms which a plat of said project is recorded in Plat Book 1 and 2, page 334, Johnston County Registry; thence the line runs with the southern line of said Unit #34-A, North 51 degrees 15 minutes 04 seconds East 331.22 feet to an existing iron stake marked U.S. Government; thence South 35 degrees 01 minute 26 seconds East 105.00 feet to the northern bank of Swift Creek east of the Old Dam; thence along the bank of said creek to an existing iron stake marked U.S. Government, the southeast corner of Unit #38-A; thence along the eastern line of Unit #38-A, North 33 degrees 53 minutes 16 seconds West 105.18 feet to the point and place of BEGINNING, containing 0.85 acres, more or less, according to a survey and plat prepared by Ragsdale Engineers, P.A. dated 8-4-76, entitled Percy W. Barber Estate, which plat is recorded in Plat Book 18, page 25, Johnston County Registry.

For chain of title information, see Book 805, page 316, Johnston County Registry.

TRACT NO. 2:

BEGINNING at a point in the centerline of N.C.S.R. No. 1010, said beginning point being a common corner with Tom Allen and Larry Barbour; thence the line runs as said Larry Barbour's eastern property line North 05 degrees 00 minutes West 5.78 feet; thence North 02 degrees 30 minutes East 940.50 feet to iron stake in the edge of the woods; thence South 86 degrees 00 minutes East 66.00 feet to an iron stake; thence North 10 degrees 42 minutes 57 seconds East 44.46 feet to a point at the head of a large gully; thence continuing with Larry Barbour's line along the center of said gully the following courses and distances: North 41 degrees 17 minutes 56 seconds East 81.85 feet, North 11 degrees 55 minutes 49 seconds East 84.56 feet, North 15 degrees 43 minutes 34 seconds West 90.42 feet, North 01 degrees 18 minutes 49 seconds East 75.44 feet, North 29 degrees 09 minutes 45 seconds East 127.00 feet, North 53 degrees 20 minutes 17 seconds East 51.76 feet, North 10 degrees 10 minutes 42 seconds East 86.17 feet, North 21 degrees 58 minutes 45 seconds East 141.90 feet, North 63 degrees 03 minutes 45 seconds East 117.59 feet, to a point where said gully intersects or empties into Swift Creek; thence along the southern bank of Swift Creek as it meanders, the following courses and distances: North 77 degrees 35 minutes 43 seconds East 76.66 feet, North 73 degrees 10 minutes 16 second East 146.32 feet, South 89 degrees 33 minutes 16 seconds East 305.95 feet, North 62 degrees 26 minutes 24 seconds East 121.20 feet, North 79 degrees 51 minutes 21 seconds East 335.32 feet, North 61 degrees 54 minutes 54 seconds East 248.39 feet, North 27 degrees 18 minutes 40 seconds East 90.77 feet, North 52 degrees 14 minutes 40 seconds East 85.37 feet, North 37 degrees 20 minutes 42 seconds East 166.02 feet, North 40 degrees 11 minutes 59 seconds East 112.46 feet, North 22 degrees 41 minutes 57 seconds East 365.00 feet, North 71 degrees 37 minutes 32 seconds 60.00 feet to a point in the center line of N.C.S.R. #1555 at the south edge of the bridge over Swift Creek; thence the line runs with the centerline of N.C.S.R. # 1555 South 18 degrees 23 minutes 26 seconds West 726.77 feet and South 18 degrees 36 minutes 56 seconds West 715.20 feet to a nail and cap in the centerline of said road and in the property line of Mike and Marsha Lee Adams; thence the line leaves the centerline of said road #1555 and runs as William Parker's northern property line along a wire fence North 71 degrees 18 minutes 23 seconds West, 519.97 feet to an existing iron stake; thence continuing with William Parker's line South 03 degrees 06 minutes 47 seconds West, 594.00 feet and passing said Parker's corner to a concrete monument in Mike and Marsha Lee Adams' western property line and cornering with Parcel #4-A of hereinafter referred to plat; thence with the line of Parcel #4-A, North 86 degrees 53 minutes 13 seconds West, 330.00 feet to a stake in the field; thence South 03 degrees 06 minutes 47 seconds West 977.19 feet to a point in the centerline of N.C.S.R. #1010; thence along the centerline of said road North 78 degrees 16 minutes 03 seconds West 59.29 feet, North 81 degrees 15 minutes 23 seconds West 100.00 feet, North 84 degrees 14 minutes 03 seconds West, 100.00 feet, North 87 degrees 15 minutes 33

Page - 2 - of
EXHIBIT A TO DEED

seconds West, 100.00 feet, North 88 degrees 09 minutes 33 seconds West 376.63 feet to the point and place of BEGINNING containing 42.45 acres more or less according to a survey and plat prepared by Ragsdale Engineers, P.A., dated August 4, 1976, entitled Percy W. Barber Estate, which plat is recorded in Plat Book 18, page 25, Johnston County Registry.

For chain of title information, see Book 805, page 319 Johnston County Registry.

SUBJECT HOWEVER, TO THE FOLLOWING:

Grantors' home is located on the property described above as Tract No. 2. Grantors hereby reserve, and except from this conveyance, a life estate for the life of the survivor of the Grantors described as follows: Two acres, 297 feet on each side, square, with the home located in the approximate center, to be laid off by Grantee and at the cost of the Grantee, upon written request of Grantors or either of them; and to provide sufficient record of title such life estate shall be conveyed to Grantors or the survivor of them by Grantee upon written request of Grantors or either of them, together with a 20 foot easement to provide access, the centerline to be along the present access to the state road, if the lot boundary does not reach the state road.

It is the intent of the grantors to make gifts as follows of their entirety interest in the described property:

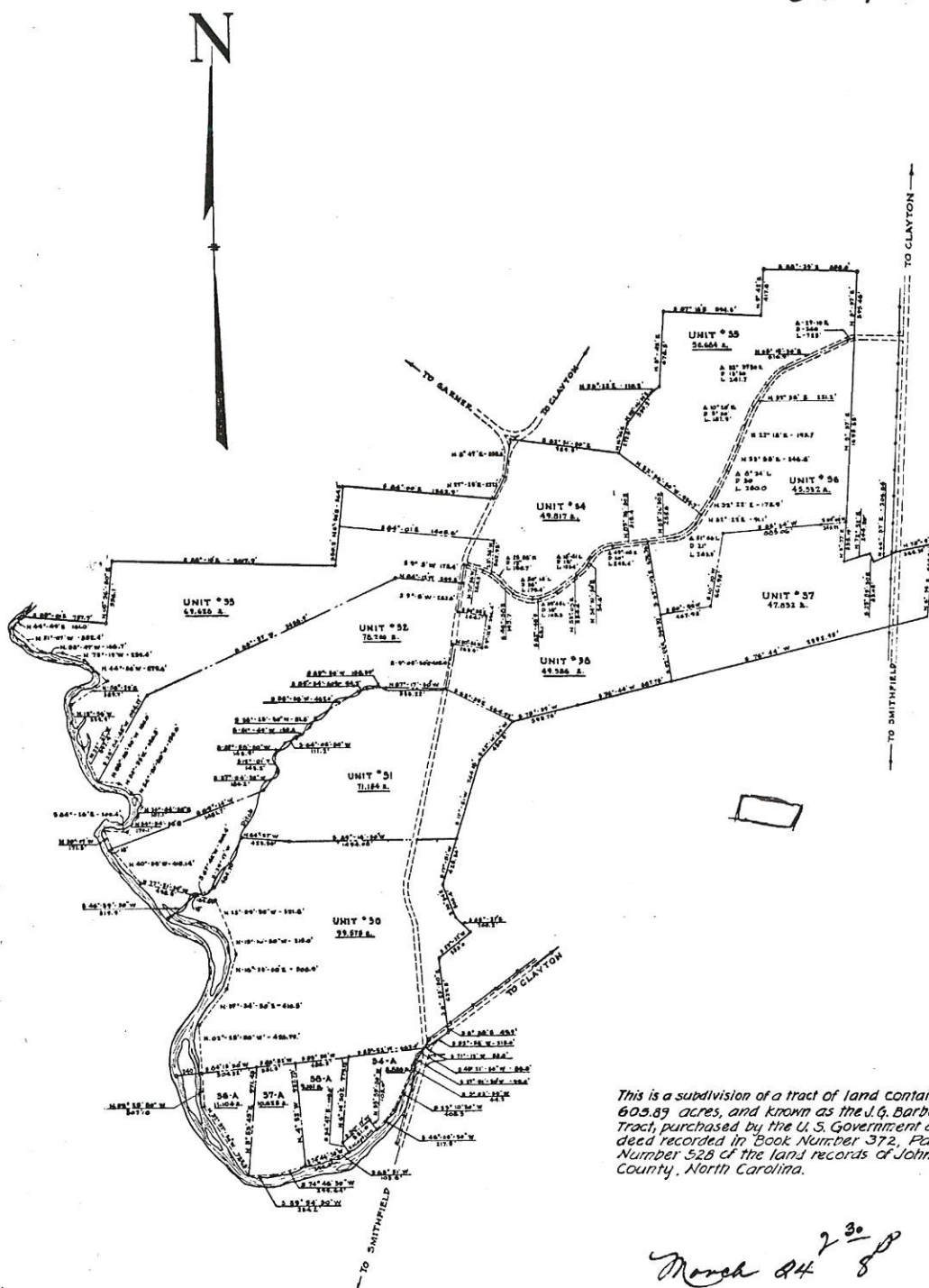
James Edward Barber to Frank S. Wilton: 2%

Mary Jean Harrison Barber to Frank S. Wilton: 2%

James Edward Barber to Jeanne Barber Wilton: 27.62%

Mary Jean Harrison Barber to Jeanne Barber Wilton: 27.62%

334



This is a subdivision of a tract of land containing 603.89 acres, and known as the J.G. Barbour Tract, purchased by the U.S. Government under deed recorded in Book Number 372, Page Number 528 of the land records of Johnston County, North Carolina.

March 24th 1938

#102

334

Plat
J. R. Kornegay

- I, Henry C. Selby, do hereby certify:
1. That I am employed on the Engineering Staff of the Resettlement Administration.
 2. That I am familiar with the outline and subdivision as indicated by the various courses and distances shown on this plat, and that said courses, distances, and acreages indicated are a true and accurate representation of these facts.

Henry C. Selby
Engineer

J. R. Kornegay
Witness

The execution of the foregoing plat was proven before me by the oath and examination of J. R. Kornegay, the subscribing witness. Let the plat with this certificate, be registered. Witness my hand this 24th day of March, 1938.

Doris J. Jefferys, Sec. C.S.C.

PROJECT RR-NC-23	
NAME	N.C. TENANT SECURITY FARMS
LOCATION	WAYNE-JOHNSTON-HARNETT-SAMPSON COS.
UNITED STATES DEPARTMENT OF AGRICULTURE RESETTLEMENT ADMINISTRATION RURAL RESETTLEMENT DIVISION REGION 4 - RALEIGH, N.C.	
TITLE	SUBDIVISION TRACT 435
JOHNSTON CO.	1"=900'
Drawn by	J.L.R.
Check	3-12-38