

Deed Book Index

TIP No: U-2719

Project No: 35869.1.2

County(s): WAKE

Project

Description: I440/US1 South of SR 1313 (Walnut St.) to North of Lake Boone Trail

Property Owners	Deed Book / Page Num	Page Num
1201 Ridge Road LLC	13817 / 2712	202
3701 Lake Boone Trail Condomium	11268 / 2480	104
3701 Lake Boone Trail Condomium	11268 / 2477	101
Albany Road Wycliff, LLC	16230 / 2306	282
Arbors at Myron Pointe Condominiums	8154 / 341	389
Arbors at Myron Pointe Condominiums	11210 / 562	72
B&K Investment Company	10402 / 1945	23
Namee Barakat	13749 / 694	199
Bryce M Barker	14251 / 2210	212
Beryl Ballet LLC	12819 / 1367	177
Kevin W Bowles	8749 / 310	411
Ms. Beryl Brooks	1654 / 19	316
Ms. Mary Teta Bugger	15297 / 2253	253
Capital City Lumber Company	5900 / 942	363
Capital City Lumber Company	16738 / 2186	323
Capital City Lumber Company	5900 / 942	63

Property Owners	Deed Book / Page Num	Page Num
Capital City Lumber Company	3940 / 350	344
Capital City Lumber Company	1026 / 544	21
Capital City Lumber Company	1013 / 567	19
Capital City Lumber Company	4507 / 153	346
CCH Properties LLC	16437 / 854	308
CCH Properties LLC	12189 / 1196	135
City of Raleigh	3031 / 394	338
City of Raleigh	3031 / 394	338
Clark Stores LLC	10765 / 69	38
James Colihan & Shelia Colihan	15801 / 1119	267
Diane M Corbin	11246 / 1086	96
Country Club Homes Inc	13149 / 1511	186
Brian Cox & Natalie Cox	13689 / 1623	196
Mr. and Mrs. Paul Daoust	12298 / 2330	142
Ade Ejire	5966 / 629	374
Ade Ejire	5217 / 561	361
Faircloth Apartments LLC	10492 / 973	28
Faircloth Apartments LLC	10492 / 973	28
Mr. Eddie Falcocchia	8676 / 294	405

Property Owners	Deed Book / Page Num	Page Num
Mr. Conrad Flick	15869 / 970	264
Colleen B Frazer & Richard K Frazer	13051 / 1310	183
Dayong Gan	16301 / 833	292
Rebecca Anne Goldman & Matthew G Styers Jr	12591 / 1467	171
Albert Earle Gurganus	13898 / 1227	205
William G Hendrix	7515 / 507	385
HOBCO Auto Sales Inc	16315 / 1514	295
HOBCO Auto Sales Inc	16315 / 1514	295
Martha Wilson Mathis Homovec	3165 / 618	340
Dale M Hoover	6-E / 2031	428
Sarah Hopkins	14321 / 763	221
Betsy L House	1520 / 00-E	421
Betsy L House	1665 / 120	322
Betsy L House	1830 / 250	461
Betsy L House	1830 / 403	332
Ms. Peggy Howe	11272 / 2231	117
Sarah E Huffman	12228 / 361	138
Paul Sterling Jansen & Mary C Jansen	8653 / 1521	395
JAP Family Ltd Partnership	11153 / 401	69

Property Owners	Deed Book / Page Num	Page Num
Ms. Alexandra Kandell	16352 / 408	298
Sophia Kathariou	10918 / 2214	52
Bruce W Keene	9232 / 679	419
Lake Boone MELCO LLC	12337 / 274	145
Leroy Allen Family LP	16491 / 1081	312
Wesley Alan Love & Debora Johnson	10796 / 1862	43
Wesley Alan Love & Debora Johnson	12189 / 1196	135
W Anderson Marlowe, III & Yvonne B Marlowe	8742 / 851	408
Martin Marietta Materials INC	10870 / 2282	47
Martin Marietta Materials INC	10611 / 1236	34
Martin Marietta Materials INC	10978 / 1925	59
Martin Marietta Materials INC	5979 / 91	379
Martin Marietta Materials INC	5974 / 524	376
Mr. and Mrs. Linda McCurry	3882 / 178	342
Gregg S McLawhorn	4937 / 395	355
Elbert McPhaul	1744 / 283	327
Meredith College	1583 / 678	271
Meredith College	13657 / 1946	441
Meredith College	5483 / 568	454

Property Owners	Deed Book / Page Num	Page Num
Meredith College	5909 / 505	366
Meredith College	1583 / 678	271
Meredith Townes HOA	2448 / 229	335
Meredith Woods Professional Bldg LLC	8978 / 1024	414
NC Museum of Art Foundation Inc	15085 / 815	243
NC Railroad Company	15090 / 1349	9
NC Railroad Company	15090 / 1349	9
NC Railroad Company	15090 / 1349	9
NC Railroad Company	15090 / 1349	9
NC Railroad Company	15090 / 1349	9
NC Railroad Company	15090 / 1349	9
Melissa Nelson & Robert Nelson	15336 / 1079	257
Palmetto Properties LLC	13632 / 221	193
Shirley Peeler	1510 / 631	248
Shirley Peeler	1784 / 00-E	437
Todd C Pfrommer	11467 / 657	130
Pylon Inc	14364 / 2456	224
Pylon Inc	1360 / 581	191
R&M Properties	4783 / 429	352

Property Owners	Deed Book / Page Num	Page Num
Raleigh Development Co IV LLC	13941 / 2506	209
Real Estate Alternatives Portfolio 4MR LLC	12384 / 1160	150
Real Estate Alternatives Portfolio 4MR LLC	12452 / 71	167
Ridge Road Assoc LLC	12384 / 2428	160
Ridge Road Assoc LLC	12384 / 2431	163
Ridge Road Assoc LLC	12384 / 2425	157
Ridgewood Shopping Center LLC	14741 / 2174	238
Mr. Aaron Rogers	12977 / 1535	180
Sean A Ross & Abby S Ross	16570 / 1084	319
Sampson Bladen Oil Co Inc	13305 / 2467	189
Sampson Bladen Oil Co Inc	5950 / 124	368
John F Scheider	8609 / 1898	392
Shaw University	10598 / 1534	31
Billy L Shelton & Norma T Shelton	1774 / 380	328
Smith & Wade	6761 / 32	382
Smith & Wade	6761 / 32	382
Smith & Wade	5170 / 231	357
Smith & Wade	5170 / 231	357
State of North Carolina	10956 / 2075	55

Property Owners	Deed Book / Page Num	Page Num
State of North Carolina	11114 / 1350	66
State of North Carolina	11368 / 1475	121
State of North Carolina	11114 / 1347	63
State of North Carolina	4620 / 729	350
State of North Carolina	1797 / 155	330
State of North Carolina	0833 / 0357	14
State of North Carolina	15637 / 1828	260
Mr. and Mrs. Robert Steffey	11384 / 1137	126
Peggy M Telfair	10-E / 1403	433
Frederick H Thornhill & Fabian G Thornhill	12744 / 2254	174
Waffle House Inc	14480 / 432	227
Carole Hayes Webb	14268 / 1356	218
Wells Fargo Bank NA	16404 / 658	300
W-GV Greenway Village Holdings VII, LLC	16016 / 1336	275
Mr. and Mrs. Stephen Willcox	16425 / 924	305
Henry R Williams	16241 / 2768	286
Henry M Williams, II	7652 / 257	387
John D Williams & Julie Williams	14500 / 2015	235

Property Owners**Deed Book / Page Num****Page Num**

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249

WAKE COUNTY, NC 246
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/04/2013 AT 12:06:08

BOOK:015090 PAGE:01349 - 01353

Prepared by: Ellis & Winters LLP, 1100 Crescent Green, Suite 200, Cary, North Carolina 27518
Return to: Grantee
Excise Tax: \$0.00
PIN: 1703573207

Brief Description for the Index

Approximately a 2.56 acre parcel of improved property between W. Davie Street and Cabarrus Street, Raleigh, North Carolina

NORTH CAROLINA CORRECTIVE SPECIAL WARRANTY DEED

****THIS CORRECTIVE DEED IS BEING RECORDED TO CORRECT ANY DEFECTS IN THE NOTARIZATION AND ACKNOWLEDGEMENT OF THE DEED BETWEEN THE PARTIES HERETO FOR THE PROPERTY DESCRIBED HEREIN RECORDED ON JANUARY 2, 2013 IN BOOK 15086, PAGE 2621, WAKE COUNTY REGISTRY.**

THIS DEED made this 3rd day of January, 2013, by and between

GRANTOR	GRANTEE
NORTH CAROLINA RAILROAD COMPANY , a North Carolina corporation 2809 Highwoods Blvd., Suite 100 Raleigh NC 27604	NC RAILROAD, INC. , a North Carolina corporation 2809 Highwoods Blvd., Suite 100 Raleigh NC 27604

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 Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tracts or parcels of land situated in the City of Raleigh, Wake County, North Carolina, being more particularly described on **Exhibit A** (the “Property”) attached hereto and incorporated herein by reference.

The Property hereinabove described was acquired by Grantor by instruments recorded in **Book 38, Page 399; Book 38, Page 434; Book 38, Page 453; Book 10179, Page 173**, Wake County Registry.

All or a portion of the Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to title to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property is subject to the following exceptions: (i) the lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges which are not yet due and payable, (ii) all applicable laws (including municipal, zoning and subdivision laws and ordinances, building ordinances and land use regulations), (iii) all easements, rights of way, restrictions, covenants, agreements, conditions, and other matters of record, and (iv) all matters that may be revealed by a current and accurate survey or inspection of the Property or would be disclosed by a current title search.

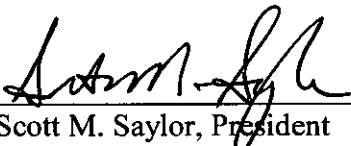
Grantor makes no warranty or representation as to the condition of the Property or any improvements thereon, including without limitation, any latent or environmental defects in the Property or in any improvements thereon and the serviceability or fitness for a particular purpose of the property or any improvements thereon, and Grantee accepts the Property and any improvements thereon “AS IS” without recourse against Grantor.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 8th day of January, 2013 and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

**NORTH CAROLINA RAILROAD
COMPANY**, a North Carolina corporation

By: 
Scott M. Saylor, President

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Scott M. Saylor, President of North Carolina Railroad Company.

Date: January 3, 2013

My Commission Expires:

11-22-2013

[Affix Notary Stamp or Seal]


Notary Public
Print Name: Cathy Deeley

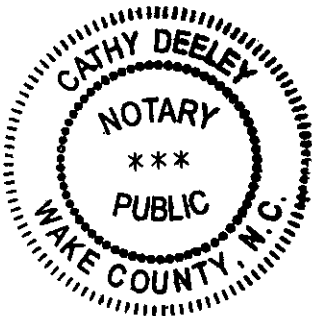
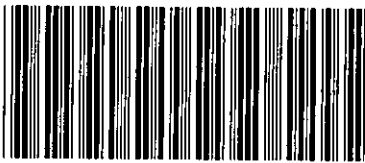


EXHIBIT A

All that certain lot or parcel of land being situated in the City of Raleigh, Raleigh Township, Wake County, North Carolina and being more particularly described as follows:

BEING all of NEW LOT 1 of the North Carolina Railroad Company as shown on map recorded in Book of Maps 2012, Page 543 in the Wake County Registry and beginning at a point, said point being an iron pipe at the northeast corner of said NEW LOT 1 and having North Carolina State Plane coordinates of N=737,433.63 and E=2,105,464.94, said point also being on the southern 66 foot right-of-way margin of W. Davie Street; Thence, leaving said southern right-of-way of W. Davie Street along the east line of said NEW LOT 1 S02°45'38"W, 420.00 feet to a point, said point being an iron pipe at the southeast corner of said NEW LOT 1 and on the northern 66 foot right-of-way margin of Cabarrus Street; Thence, along said northern right-of-way of Cabarrus Street N87°20'50"W, 113.41 feet to a point, said point being an iron pipe on the right-of-way corridor of the North Carolina Railroad Company; Thence, leaving said northern right-of-way of Cabarrus Street and extending along said North Carolina Railroad Company corridor the following courses and distances: Thence, N30°26'14"W, 8.62 feet to a point, said point being an iron pipe; Thence, N31°02'02"W, 41.22 feet to a point, said point being an iron pipe; Thence, N32°30'11"W, 36.86 feet to a point, said point being an iron pipe; Thence, N34°17'37"W, 432.30 feet to a point, said point being an iron pipe at the northwest corner of said NEW LOT 1 and being on the southern right-of-way margin of said W. Davie Street; Thence, leaving said North Carolina Railroad Company corridor and extending along said southern right-of-way of W. Davie Street S87°45'08"E, 147.33 feet to a point, said point being an iron pipe; Thence, continuing along said right-of-way of W. Davie Street S87°43'29"E, 275.50 feet to the Place and Point of Beginning, containing an area of 111,547 square feet or 2.56 acres, more or less.



BOOK:015090 PAGE:01349 - 01353

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages
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IN WITNESS WHEREOF the said A. W. Madison and wife, Myrtle E. Madison, have hereunto set their hands and seals, the day and year first above written.

Int. Rev. 50 cts.

A. W. MADISON, (SEAL)

MYRTLE E. MADISON, (SEAL)

NORTH CAROLINA,
Wake county.

I, Wm. C. Allen, Jr., a notary public in and for said county and State, do hereby certify that A. W. Madison and Myrtle E. Madison, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance; and the said Myrtle E. Madison being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 8 day of April, 1940.

(NOTARIAL SEAL)

WM. C. ALLEN, JR., Notary Public.

My commission expires:
July 19, 1940.

STATE OF NORTH CAROLINA,
Wake county.

The foregoing certificate of Wm. C. Allen, Jr., a notary public of Wake county, State of North Carolina, is adjudged to be correct. Let the instrument, with the certificate, be registered.

Witness my hand this the 8th day of April 1940.

HALLIE WHITLOCK, Dep. Clerk Superior Court,

Filed for registration at 10.45 A.M. Apr. 6, 1940, and recorded in office of Register of Deeds for Wake county in book 833, page 358, April 17, 1940.

HUNTER ELLINGTON, Register of Deeds,

By E. A. Bessingfield Deputy.

.....
:: "DEED." ::
:: STATE OF NORTH CAROLINA. ::
:: TO ::
:: UNIVERSITY OF NORTH CAROLINA. ::
.....

NORTH CAROLINA, Wake county,

THIS INSTRUMENT, Made this the 24 day of May, 1939, by the state of North Carolina, acting on behalf of and at the request of its agency, the State Highway and Public Works Commission, party of the first part and the University of North Carolina, a corporation of the State of North Carolina, party of the second part,

WITNESSETH: That for and in consideration of the sum of Seventy-Five thousand dollars (\$75,000.00) the receipt of which by the State Highway and Public Works Commission is hereby acknowledged, the state of North Carolina, has bargained, and sold, and does by these presents bargain, sell and convey unto the said party of the second part, its successors and assigns, all of that certain tract or parcel of land situate in Wake county, North Carolina, and bounded and described as follows:

Beginning at an iron pipe in a pile of rock at the southwest corner of the Camp Folk

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT

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338

Prison Farm of the State Highway and Public Works Commission; running thence S. 91 degrees 20 minutes E. 2975 feet to an iron pipe on the west side of an existing County road; thence S. 3 degrees 45 minutes W. 250 feet to an iron pipe on the west side of said road; thence S. 87 degrees E. 3235 feet to an iron pipe, 12 feet south of Richland Creek; thence S. 84 degrees 25 minutes E. 1755 ft. to an iron pipe; thence S. 3 degrees 35 minutes W. 2088 feet to an iron pipe on the north side of the Richland Creek Road; thence S. 81 degrees 15 minutes E. 4190 feet to the southwest corner of J. T. Medlin property; thence along the Medlin line S. 86 degrees 15 minutes E. 759 feet; thence S. 3 deg. 08 min. W. 158.7 feet to Richland Creek Road; thence along Richland Creek Road S. 81 deg. 52 min. E. 814 feet to Medlin corner; thence S. 91 deg. 52 minutes E. 524 feet, to the center line of the present County road, running north from U.S. Highway No. 1, through the Prison Farm; thence along the center line of said road S. 8 deg. 32 minutes W. 520.8 feet; thence S. 25 deg. 01 minutes E. 958.3 feet to the center line of U. S. Highway No. 1; thence along the center line of said Highway N. 71 degrees 08 minutes E. 467.4 feet; thence N. 77 deg. 15 minutes E. 356.7 feet; thence N. 79 degrees 16 minutes E. 508.0 feet; thence N. 82 degrees 18 minutes E. 367.7 feet; thence N. 87 deg. 09 minutes E. 301.3 feet to a point in the center line of said road; thence N. 12 degrees 03 minutes E. 2243.2 feet; thence N. 4 degrees 43 minutes W. 594 feet; thence N. 27 degrees 43 minutes E. 154 feet to a point in the center line of the old Hillsboro Road; thence along the center of said road N. 48 deg. 29 minutes W. 534.5 feet; thence N. 58 degrees 48 minutes W. 362 feet; thence N. 61 deg. 05 minutes W. 477 feet; thence N. 68 degrees 08 minutes W. 93.6 feet to a point in the center line of said road; thence S. 33 degrees 54 minutes W. 1008 feet; thence N. 87 degrees 38 minutes W. 938.8 feet to the center line of the present County road leading north from U.S. Highway No. 1 through the Prison farm; thence along the center line of said road N. 12 degrees 08 minutes E. 235.9 feet to a point in the center line of said road; thence N. 49 degrees 29 minutes W. 1467.4 ft. to a point in the center line of a road called "Few Road"; thence along the center line of said road N. 84 degrees 09 minutes W. 2033 feet; thence N. 84 deg. 21 minutes W. 807.7 feet; thence N. 84 degrees 14 minutes W. 1748 feet to a point in the center of a prong of Richland Creek; thence down the center of said Creek N. 20 degrees 04 minutes E. 188 feet; thence N. 17 degrees 43 minutes E. 155.8 feet; thence N. 17 degrees 20 minutes E. 168.4 feet; thence N. 25 deg. 50 minutes E. 84.7 feet; thence N. 7 degrees 49 minutes E. 91.5 feet; thence N. 31 degrees 21 minutes W. 184.2 feet; thence N. 19 deg. 58 minutes W. 274 feet; thence N. 20 degrees 46 minutes W. 514.7 feet; thence N. 21 deg. 27 min. W. 434.3 feet to a point in center of said creek; thence N. 2 degrees 01 min. W. 218.7 feet; thence N. 3 degrees 12 minutes W. 543.5 feet; thence N. 0 deg. 59 minutes E. 88.2 feet; thence N. 7 degrees 32 min. E. 287.4 feet; thence N. 4 degrees 30 minutes E. 264.8 feet to a point in the center line of an existing farm road; thence along the center line of said road N. 79 deg. 22 min. E. 100 ft; thence N. 82 degrees 37 minutes E. 1186.7 feet; thence N. 81 deg. 45 min. E. 808 feet; thence N. 30 deg. 21 min. E. 297.8 feet; thence N. 56 deg. 40 min. E. 127.5 feet; thence N. 37 deg. 42 min. E. 273.2 feet to a point in the center line of the old Hillsboro road; thence along said road N. 48 deg. 10 minutes W. 610 feet; thence N. 44 degrees 30 minutes W. 882 feet; thence N. 51 degrees 15 minutes W. 1800 feet; thence N. 37 degrees 30 minutes W. 250 feet; thence N. 21 degrees W. 540 feet; thence N. 61 degrees 30 minutes W. 278 feet; thence N. 37 degrees W. 207 feet; thence N. 61 degrees W. 100 feet; thence S. 82 degrees W. 131 feet to a point on the bridge on the old Hillsboro Road over Richland Creek; thence up said creek the following courses and distances; S. 59 degrees E. 77 feet; S. 7 degrees E. 180 feet; S. 12 degrees E. 139 feet; S. 18 degrees 30 minutes E. 151 feet; S. 35 degrees W. 185 feet; S. 46 degrees 30 minutes E. 95 feet; S. 24 degrees W. 115 feet; S. 35 deg. 5. 85 feet; S. 33 degrees W. 122 feet; S. 8 degrees W. 90 feet; S. 5 deg. W. 165 feet; S. 4 degrees W. 182 feet; S. 2 degrees 15 minutes W. 180 feet; S. 45 deg. E. 48 feet; S. 18 degrees E. 114 feet; S. 51 degrees W. 115 feet; N. 81 deg.

15 minutes W. 105 feet; S. 55 deg. 45 min. W. 92 feet; N. 86 deg. W. 190 feet; S. 51 degrees W. 103 feet; S. 40 degrees W. 100 feet; S. 8 degrees W. 100 feet; S. 25 degrees 30 minutes W. 68 feet; S. 12 degrees 30 minutes E. 100 feet; S. 58 degrees E. 80 feet; thence s. 7 deg. 30 minutes E. 68 feet to a point in the center of said creek; thence N. 87 degrees 10 minutes W. 1010 feet; thence s. 5 degrees E. 837 feet; thence S. 36 degrees 25 minutes E. 830 feet to an iron pipe on the west bank of Richland Creek; thence up said creek the following courses and distances; S. 3 degrees W. 56 feet; S. 37 deg. E. 80 feet; S. 29 degrees 30 minutes W. 120 ft. S. 15 degrees 30 minutes E. 145 feet; S. 10 degrees W. 120 feet; S. 12 degrees E. 80 feet; S. 85 degrees E. 110 feet; N. 68 degrees E. 80 feet; S. 87 deg. 30 minutes east, 55 feet, S. 17 degrees E. 70 feet; S. 81 deg. 30 min. E. 80 feet; N. 86 degrees E. 85 feet; S. 18 deg. E. 80 feet; S. 22 deg. 30 minutes W. 50 feet; S. 87 degrees 30 minutes W. 54 feet; S. 3 deg. E. 160 feet; S. 4 degrees 30 minutes W. 156 feet; S. 38 deg. 30 min. E. 90 feet; N. 59 deg. E. 53 feet; N. 41 degrees E. 56 feet; S. 87 deg. 30 minutes E. 55 feet; S. 17 degrees 45 minutes E. 125 feet; S. 7 degrees E. 65 feet; thence s. 5 degrees 30 minutes W. 47 feet to an iron pipe in the bed of said creek; thence N. 86 deg. W. 399.5 feet to an iron pipe in an existing county road; thence along said county road s. 3 degrees W. 200 feet to an iron pipe six feet south of a large pine at the intersection of a farm road; thence along said farm road, N. 79 degrees 30 minutes W. 785 feet to an iron pipe at the intersection of another farm road; thence along said farm road N. 3 degrees E. 682 feet to an iron stake in said road; thence N. 87 degrees W. 751 feet to an old iron stake; thence N. 3 degrees 45 minutes W. 2575 feet to an iron pipe; thence N. 89 degrees 30 minutes W. 485 feet to an iron stake; thence S. 3 degrees 50 minutes W. 1940 feet to an iron pipe in pile of rocks; thence S. 15 deg. 30 min. W. 3142 feet to the point of beginning, containing a gross area of 1299.00 acres, and a net area of 1225.00 acres, more or less, according to a survey made by C. L. Mann, Engineer, in November 1920, and the division line by A. E. Ellington in September 1938. All bearings shown are based on the survey by Mann in 1920. See Map book 1938, page 5, in Wake county Registry.

EXCEPTIONS: There is expressly excepted from this conveyance the following land embraced with in the above description to wit:

(1) **The J. R. Medlin Farm:** Beginning at a point in the Richlands Creek Road 524 feet west of the intersection with county road leading north from U.S. Highway No. 1 through Prison Farm and running N. 81 degrees 52 minutes W. 814 feet to a point in Richland Creek road; thence N. 3 degrees 06 minutes E. 158.7 feet; thence N. 86 degrees 15 minutes W. 758 feet; thence N. 3 degrees 45 minutes E. 1222 feet; thence S. 84 degrees 42 minutes E. 1584 feet to a point in Powers line; thence S. 4 degrees 30 minutes W. 1419 feet to the point of beginning; containing 47.5 acres, more or less.

(2) **The Powers Farm** described as follows: Beginning at a lightwood stake in the east boundary of the J. R. Medlin farm running thence N. 4 degrees 30 minutes E. 556 feet; thence S. 86 degrees 20 minutes E. 1515 feet; thence s. 4 degrees 30 minutes W. 556 feet; thence N. 86 degrees 20 minutes W. 1515 feet to the point of beginning; containing 24.5 acres, more or less.

(3) The following described property on which is now located a **Broadcasting station** for the N. C. State Highway Patrol; Beginning at a point in the center of the county road leading north from U. S. Highway No. 1 through the Prison Farm 80 feet south of the intersection of the center line of said road with the center line of the Richland Creek Road and running thence N. 6 degrees 32 minutes E. 209 feet to a point in the center of said county road; thence s. 83 degrees 28 minutes E. 418 feet; thence s. 6 degrees 32 minutes W. 209 feet; thence N. 83 degrees 28 minutes W. 418 feet to the point of beginning; containing 2.0 acres, more or less.

(4) The area shown on the map accompanying this conveyance, on which is now located the **aerial tower and ground wire for the N.C. State Highway Patrol Broadcasting Station** is subject to the permanent reservation that such land shall not be used in any manner to interfere with the operation and maintenance of said radio station.

(5) For the U. S. Highway No. 1 mentioned above, a right of way of 100 feet on each side of the center line of said Highway is reserved. For all county or other public roads mentioned herein or adjoining the boundaries of the property conveyed, a right of way

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of 30 feet on each side of the center line is reserved; except the right of way for county road leading north from U.S. No. 1 near Fair Grounds to intersect with old Hillsboro Road shall be 50 feet on each side of center line.

(6) All graveyards shown on the map accompanying this conveyance or situated on the property are conveyed subject to such limitations and obligations as may by law exist with reference thereto.

(7) Fee simple title in Truck Shed Lot; Beginning at the intersection of the center line of the Richland Creek road and the center line of the Camp Fork Road; thence N. 81 degrees 52 minutes W along the center of said Richland Creek road about 524 feet to the southeast corner of the J. R. Medlin land; thence N 4 degrees 30 minutes E along the east line of said Medlin land 400 feet to a point; thence S. 81 degrees 50 minutes W. along a line parallel with Richland Creek road about 540 feet to a point in the center of said Camp Fork road; thence S. 8 degrees 32 minutes W. along the center of said road 400 feet to the beginning, containing 4.2 acres.

TO HAVE AND TO HOLD the said land and premises, and all appurtenances theret, belonging to the said party of the second part, its successors and assigns, forever. IN WITNESS WHEREOF,

His Excellency, Clyde R. Hove, Governor of the State of North Carolina, upon application of the state Highway and Public Works Commission, and by and with the approval of the Council of State, doth hereby execute this conveyance in the name of the state and the same is attested by the Secretary of State, and the Great Seal of the state affixed thereto; all in accordance with the provisions of Chapter 143, of the Public Laws of 1929, and in response to a resolution adopted by the state Highway and Public Works Commission in compliance with Consolidated statutes 7705, which resolution has been duly approved. Done at the city of Raleigh in the state of North Carolina, on the day and year first above written.

(GREAT STATE SEAL)
Attest; CHAS. ROSS,
Secretary of State.

STATE OF NORTH CAROLINA
By CLYDE R. HOVEY, Governor,

STATE OF NORTH CAROLINA,
County of Wake.

Personally appeared before me this day Thad Burt, who being by me duly sworn, says; that he is secretary of State of North Carolina, and that Clyde R. Hovey, is Governor of the state, and that he knows the Great Seal of the State; and that the foregoing instrument was executed on behalf of the State of North Carolina, by the said Governor, attested by the said Secretary of State, and the said Great Seal affixed thereto; all by an order of the Council of State duly passed. This the 24 day of May, 1939;

(NOTARIAL SEAL) WALTER BELLE TAGGART, Notary Public.
My commission expires:
12/9/39
Approved as to Form & Legality:
CHAS. ROSS,
General Counsel, State Highway & Public Works Commission.

STATE OF NORTH CAROLINA,
Wake county.

The foregoing certificate of Walter Belle Taggart, a notary public of Wake county, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Witness my hand this 8th day of April 1940.

W. H. SAWYER,
Clerk Superior court,

Filed for registration at 11.00 A. M. Apr. 6, 1940, and recorded in office of Register of Deeds for Wake County in book 833, page 358, April 17, 1940.

HUNTER ELLINGTON, Register of Deeds,

By W. H. Sawyer Deputy.

.....
:: "D E E D."
:: J. M. BROUGHTON & WIFE
:: TO
:: T. B. MOSELEY,
::

.....
NORTH CAROLINA, Wake county.

THIS DEED, Made this 28th day of March, 1940, by J. M. Broughton and wife, Alice W. Broughton, of Wake County and state of North Carolina, parties of the first part, to T. B. Moseley, of Wake county and State of North Carolina, party of the second part,

WITNESSETH: That said J. M. Broughton, and wife, Alice W. Broughton, in consideration of ten dollars and other valuable considerations to them paid by T. B. Moseley, the receipt of which is hereby acknowledged, have bargained, and sold, and by these presents do grant, bargain, sell and convey to said T. B. Moseley, his heirs and assigns, that certain tract or parcel of land lying and being in Raleigh Township, Wake county, North Carolina, more particularly described as follows:

Beginning at a stake on the east side of Brooks Avenue, 72.9 feet south of the southeast corner of the intersection of Bedford Avenue and Brooks Avenue, runs thence in a southerly direction along the east side of Brooks Avenue, 146.1 feet to a stake, corner of lot No. 15; thence along the north line of lot No. 15 in an easterly direction 107.7 feet to a stake, the northeast corner of lot No. 15; thence along the east line of lot No. 15 and lot No. 16 in a southerly direction 129.6 feet to a stake on the north side of Kilgore Avenue, the southeast corner of lot No. 16; thence in an easterly direction along the north side of Kilgore Avenue 190 feet to a stake in the south line of lot No. 20, said stake being 10 feet west of the southeast corner of lot No. 20; thence north 181.2 feet to a stake in the north line of lot No. 34; thence in a westerly direction 205.8 feet to a stake, the southeast corner of lot No. 34; thence in a northerly direction 96.2 feet to a stake in the east line of lot No. 8; thence west about 91.6 feet to a stake the point of beginning, and being a portion of the Fifth Tract in that certain deed from R. N. Simms, Jr., and A. L. Harrington, Jr., Commissioners, to J. M. Broughton, which deed is recorded in book 730, at page 157, Registry of Wake county.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said T. B. Moseley, his heirs and assigns, to their only use and behoof forever.

This deed is given for the purpose of correcting the description of the Fourth Tract and for no other purpose.

IN TESTIMONY WHEREOF, the said J. M. Broughton and wife, Alice W. Broughton, have hereunto set their hands and seals the day and year first above written.

J. M. BROUGHTON, (SEAL)

ALICE W. BROUGHTON, (SEAL)

NORTH CAROLINA,
Wake county.

I, Kate Humphrey, a notary public, do hereby certify that J. M. Broughton, and wife,

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT

Filed for Registration at 10:20 o'clock A.M., March 8, 1949 and registered in the Office of the Register of Deeds for Wake County, North Carolina, in Book 1013, Page 565, March 9, 1949.

HUNTER ELLINGTON, Register of Deeds,
By *[Signature]* Deputy.

.....

.....

:: " D E E D " ::
:: CLEM B. HOLDING, COMMISSIONER :: NORTH CAROLINA:
:: TO :: WAKE COUNTY :
:: CAPITOL CITY LUMBER COMPANY :: THIS DEED, Made and entered into this
..... 5th day of November, 1948, by and between
Clem B. Holding, acting as Commissioner as
hereinafter stated, party of the first part,
and Capitol City Lumber Company, a corporation,
of Wake County, North Carolina, party of the
second part;

W I T N E S S E T H:

That whereas, in a certain special proceeding entitled "First Federal Savings and Loan Association of Raleigh and Clem B. Holding, Trustee, Plaintiffs, v. Willie Thomas Moore and wife, Daphne Lee Moore; W.H. Chamblee; Capitol City Lumber Company; Carolina Builders Corp.; H.G. Edwards; Cherokee Brick Company and Herring Sash and Door Company, Defendants," brought and pending before the Clerk of the Superior Court of Wake County, North Carolina, an order was made by said Court appointing said party of the first part as Commissioner to sell at public sale, subject to the confirmation of the court, certain lands hereinafter described; and,

WHEREAS, said party of the first part, acting as Commissioner as aforesaid, after due advertisement as required by law and said order of court, offered said lands for sale at public auction at the courthouse door, as directed by said order, at 12:00 o'clock m., on the 14th day of September, 1948, when and where said party of the second part became the last and highest bidder at the price of Six Thousand, Nine Hundred Fifty (\$6,950.00) Dollars; and,

WHEREAS, said party of the first part reported said sale to the court and the same remained open for ten days and no advance bid was filed; and,

WHEREAS, on the 5th day of November, 1948, said court entered an order approving and confirming said sale and directing said party of the first part as Commissioner to make, execute and deliver to said party of the second part a good and sufficient deed for said land upon the payment to him of the said purchase price; and,

WHEREAS, said purchase price has been fully paid;

NOW, THEREFORE, said party of the first part, acting as Commissioner as aforesaid, under authority of said order of court and in consideration of said purchase price of Six Thousand, Nine Hundred Fifty (\$6,950.00) Dollars, has bargained and sold and by these presents does bargain, sell and convey unto said party of the second part, its successors and assigns, a certain tract or parcel of land in the Town of Cary, Wake County, North Carolina, and more particularly des-

cribed as follows:

Beginning at a point on the eastern side of Harrison Street, said point being 230 feet south of Faculty Avenue and being the southwestern corner of Lot No. 11; runs thence eastward with the southern line of said Lot No. 11, 180 feet to a stake in the western line of Lot No. 6; runs thence southward with the western line of Lots Nos. 6, 7, and 8, 164.5 feet to a stake, said stake being the southwestern corner of Lot No. 8; runs thence westward 180 feet to Harrison Street; runs thence north along the east side of Harrison Street 160 feet to the beginning, being Lots 9 and 10 in the subdivision of Mrs. M.B. Dry's property as platted by Sam Powell, C.E., June 1946 and recorded in Book of Maps 1945, page 123, Registry of Wake County, North Carolina.

TO HAVE AND TO HOLD said lands and premises, together with all privileges and appurtenances thereunto belonging, to it, the said party of the second part, its successors and assigns, in as full and ample a manner as said party of the first part as Commissioner as aforesaid is authorized and empowered to convey the same.

IN TESTIMONY WHEREOF, said party of the first part, acting as Commissioner as aforesaid, has hereunto set his hand and seal the day and year first above written.

(INT. REV. \$7.70)

CLEM B. HOLDING, COMMISSIONER

(SEAL)

NORTH CAROLINA:

WAKE COUNTY :

I, Elizabeth Farmer, Notary Public, do hereby certify that Clem B. Holding, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing Deed for the purposes therein expressed.

Witness my hand and notarial seal, this 5th day of November, 1948.

ELIZABETH FARMER
Notary Public

(NOTARIAL SEAL) My commission expires: 12/23/49.

STATE OF NORTH CAROLINA

WAKE COUNTY.

The foregoing certificate of Elizabeth Farmer, a Notary Public of Wake County, State of North Carolina, is adjudged to be correct. Let the instrument with the certificates, be registered.

Witness my hand this the 1 day of March, 1949.

DARLEY STOREY
Deputy Clerk Superior Court.

Filed for Registration at 3:20 o'clock P.M., March 1st, 1949 and registered in the Office of the Register of Deeds for Wake County, North Carolina, in Book 1013, Page 567, March 9, 1949.

HUNTER ELLINGTON, Register of Deeds,

By *[Signature]* Deputy.

.....

.....

:: " WARRANTY DEED " ::

:: CAPITOL CITY LUMBER COMPANY

:: NORTH CAROLINA,

WARRANTY DEED

:: TO

:: WAKE COUNTY.

:: REBE ADAIR HATCHER

:: THIS DEED, Made this 30th day of August,

..... 1949, by Capitol City Lumber Company, a corporation created, organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, to Rebe Adair Hatcher, of Wake County, North Carolina, party of the second part:

W I T N E S S E T H:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations to it paid by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the said party of the second part, and her heirs and assigns, certain units or lots of land lying, being and situated in Cary Township, Wake County, North Carolina, and more particularly described as follows:

Bounded by a line beginning at a point on the eastern side of Harrison Street, said point being 230 feet south of Faculty Avenue, and being the southwesterly corner of unit or lot numbered 11, and runs thence in an easterly direction with the southerly line of said unit or lot numbered 11, 180 feet to a stake in the westerly line of unit or lot numbered 6; runs thence in a southerly direction with the westerly line of units or lots numbered 6, 7 and 8, 164.5 feet to a stake, said stake being the southwesterly corner of unit or lot numbered 8; runs thence in a westerly direction 180 feet to said house and street; runs thence North along the east side of said Harrison Street, 160 feet to the place and the point of the beginning.

Being units or lots numbered 9 and 10 in the subdivision of Mrs. M.B. Dry's property as platted by Sam Powell, C.E., dated June, 1946, and recorded in the office of the Register of Deeds for Wake County, North Carolina, in Book of Maps 1945, on page 123.

This deed is executed, delivered and accepted subject to the lien of a first deed of trust in favor of First Federal Savings & Loan Association.

TO HAVE AND TO HOLD the said land and premises, together with all the privileges and appurtenances thereunto belonging or in anywise appertaining unto her, the said party of the second part, and her heirs and assigns, in fee simple absolute forever.

And the said party of the first part, for itself and its successors, hereby covenants to and with the said party of the second part, and her heirs, executors, administrators and assigns, that it is seized of said premises in fee simple and that it has a good and lawful right to convey the same in fee simple; that the same are free from any and all encumbrances, except as hereinbefore set out, and that it does hereby forever warrant and will forever defend the title thereto against the lawful claims of any and all persons whomsoever.

In witness whereof, said party of the first part has caused these presents to be signed in its name, by its president, and its corporate seal to be hereto affixed and attested by its secretary, all by authority of its Board of Directors duly given this the day and year first

above written.

(INT. REV. \$7.15)

(CORPORATE SEAL)

CAPITOL CITY LUMBER COMPANY,

BY J. ANGLIN NICHOLSON
President.

ATTEST:

GRACE B. NICHOLSON,
Secretary.

NORTH CAROLINA

WAKE COUNTY.

This is to certify that on the 6th day of September, 1949, before me, Alice H. Pearson, personally came J. Anglin Nicholson, with whom I am personally acquainted, who, being by me duly sworn, says that he is the president and that Grace B. Nicholson is the secretary of the Capitol City Lumber Company, the corporation described in and which executed the foregoing instrument; that he knows the common seal of the corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said president, and that the said president and secretary subscribed their names hereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of the said corporation.

Witness my hand and seal, this 6th day of September, 1949.

ALICE H. PEARSON
Notary Public

(NOTARIAL SEAL) My commission expires June 21, 1951.

STATE OF NORTH CAROLINA

WAKE COUNTY.

The foregoing certificate of Alice H. Pearson, a Notary Public of Wake County, State of North Carolina, is adjudged to be correct. Let the instrument with the certificates, be registered.

Witness my hand this the 9th day of September, 1949.

SARA ALLEN
Assistant Clerk Superior Court.

Filed for Registration at 12 o'clock _M, September 9, 1949 and registered in the Office of the Register of Deeds for Wake County, North Carolina, in Book 1026, Page 544, September 15, 1949.

HUNTER ELLINGTON, Register of Deeds,
By *W. H. Baker* Deputy.

.....

WAKE COUNTY, NC 347
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/28/2003 AT 12:12:14
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$1960
BOOK:010402 PAGE:01945 - 01949

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$1,960.00

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

Mail/Box to: Grantee

This instrument was prepared by: William H. Weatherspoon, Jr. (without title examination)

Brief description for the Index: 3701 Hillsborough Street, Raleigh, NC

THIS DEED made this 26th day of August, 2003, by and between

GRANTOR

MDO PROPERTIES, INC.,
a North Carolina corporation

GRANTEE

B&K INVESTMENT COMPANY,
a North Carolina corporation

105 East Morehead Street
Charlotte, NC 28202

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Set forth on Exhibit A attached hereto and incorporated herein by this reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7365 page 617.

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

BK010402PG01946

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 has nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

MDO Properties, Inc., a North Carolina corporation (SEAL)
(Entity Name)

By: Michael D. Olander (SEAL)
Title: President

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

USE BLACK INK ONLY

USE BLACK INK ONLY 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

USE BLACK INK ONLY State of North Carolina - County of WAKE
I, the undersigned Notary Public of the County and State aforesaid, certify that _____
Michael D. Olander personally came before me this day and
acknowledged that he is the President of MDO Properties, Inc.,
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 forgoing instrument in its name on its behalf as its act and deed. Witness my hand and
Notarial stamp or seal this 26th day of August, 2003
My Commission Expires: 3-19-04 Rebecca L McKeithan
Notary Public

USE BLACK INK ONLY 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

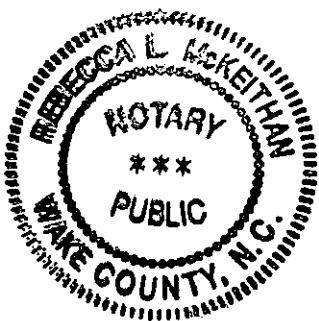


EXHIBIT A

BEGINNING at an iron pipe marking the intersection of the southern right-of-way of Hillsborough Street with the western right-of-way of Elizabeth Street, and running from said point of BEGINNING, and with the margin of the western right-of-way of Elizabeth Street, South $42^{\circ} 19' 34''$ West 154.93 feet to an iron pipe, which pipe marks the northeastern corner of property now or formerly belonging to Wolf Summit Coal Company (see Deed Book 1598, at Page 626, of the Wake County Registry, North Carolina); thence, with the northern boundary of said property now or formerly belonging to Wolf Summit Coal Company, North $71^{\circ} 43' 52''$ West 125.61 feet to an iron pipe in the eastern line of a concrete drive located on said Wolf Summit Coal Company property; thence, with the eastern line of said drive, North $18^{\circ} 41' 27''$ East 150.67 feet to an iron pipe located in the margin of the southern right-of-way of Hillsborough Street; thence, with said right-of-way, South $71^{\circ} 37' 20''$ East 58.97 feet to an iron pipe; thence, continuing with the southern right-of-way of Hillsborough Street, South $67^{\circ} 41' 33''$ East 129.00 feet to the point and place of BEGINNING, containing 0.5346 acre, according to survey by Southwind Surveying and Mapping, Inc., dated February 17, 1995, and entitled "Survey for: M.D.O. Properties, Inc.," Raleigh, Wake County, North Carolina.

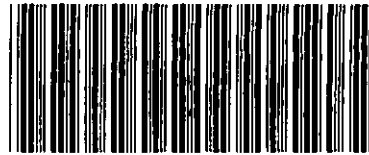
TOGETHER WITH any right, title, and interest the Grantor may own in and to the land lying between the northern line of the above-described property and the centerline of Hillsborough Street.

TOGETHER WITH any right, title, and interest the Grantor may own in and to the land lying between the eastern line of the above-described property and the centerline of Elizabeth Street.

BEING the same property conveyed to Edgemac Properties, Inc., a Florida corporation, by Burger King of North Carolina, Inc., a North Carolina corporation, by Deed dated September 18, 1967, and recorded in Book 1789, at Page 234, of the Wake County Registry, North Carolina.

Exhibit B – Exceptions to Title

1. Ad valorem taxes for the year 2004 and subsequent years, not yet due and payable.
2. Memorandum of Lease to Nath Carolina Franchise Group recorded on October 20, 1997 in Book 7709, Page 301, Wake County Registry.
3. Easement to Southern Bell Telephone and Telegraph Company recorded in Book 717, Page 255, Wake County Registry.
4. Title to that portion of the property within the bounds of Elizabeth Street.



BOOK:010402 PAGE:01945 - 01949

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate____ of Rebecca L. McKeithen

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Sheila Chestnut
~~Assistant~~ Deputy Register of Deeds

This Customer Group

____ # of Time Stamps Needed

This Document

____ New Time Stamp
5 # of Pages

BK010492PG00973

WAKE COUNTY, NC 190
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/13/2003 AT 11:12:46

010492 PAGE:00973 - 00975

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 0.00

Parcel Identifier No. 0067625 & 0067626 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Joslin, Sedberry & Lamkin, LLP, 4006 Barrett Drive, Raleigh, NC 27609

Brief description for the Index: LT 59, 60 AND 61, WILMONT (MAP BOOK 1924, PAGE 10)

THIS DEED made this 13th day of October, 20 03, by and between

GRANTOR
Charles H. Sedberry and wife,
Mary G. Sedberry

GRANTEE
Faircloth Apartments, LLC,
a North Carolina Limited Liability Company

510 Yarmouth Road
Raleigh, NC 27608

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lots 59, 60 and 61, Wilmont Subdivision, as shown on plat recorded in Book of Maps 1924, Page 10, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6205 page 366.

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

BK010492PG00974

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:

Easements and restrictions of record and taxes for 2003. Deed of Trust in Book 6205, Page 368, Wake Cty.

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

(Entity Name)

Charles H. Sedberry (SEAL)
Charles H. Sedberry

By: _____
Title: _____

Mary G. Sedberry (SEAL)
Mary G. Sedberry

By: _____
Title: _____

(SEAL)

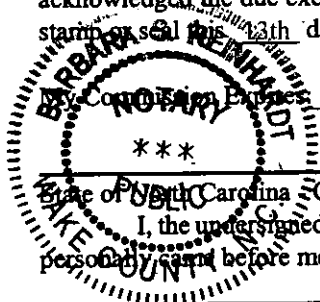
By: _____
Title: _____

(SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Charles H. Sedberry and wife, Mary G. Sedberry

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 23th day of October, 2003



[Signature]
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 _____

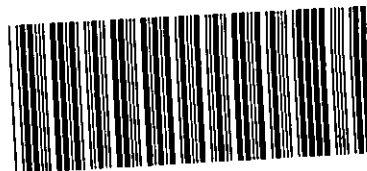
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

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.

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



BOOK:010492 PAGE:00973 - 00975

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of Barbara S. Reinhardt

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Vernice S. Pearson
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

3 _____ New Time Stamp
_____ # of Pages

WAKE COUNTY, NC 969
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/19/2003 AT 15:50:34

BOOK:010598 PAGE:01534 - 01536

Excise Tax: -0-

Tax Lot No. _____ Tax Account Number #0008643

Verified by Wake County on the _____ day of _____ 2003 by _____

After recording mail to: GRANTEE

This Instrument was prepared by: Kilpatrick Stockton LLP (EWV) (without title examination)

Brief description for the Index

3919 Beryl Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12 day of December, 2003, by and between

GRANTOR

Kathleen Payne, Successor Trustee of the
Beryl O'Kelly Brooks Living Trust dated January
27, 1992, formerly Beryl O'Kelly Brooks, Trustee
under Agreement with Beryl O'Kelly Books dated
January 27, 1992

GRANTEE

The Shaw University

205 Fayetteville Street Mall, Suite 300
Raleigh, NC 27601-1364

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

BEING all of Lot No. 2 "Property of Beryl O'Kelly Brooks" according to survey of Bennie R. Smith, Registered Surveyor, dated August 18, 1978, as recorded in Book of Maps 1978, Page 662. Wake County Registry. And being the same property conveyed to Grantor by Deed recorded in Book 5288, Page 198, Wake County Registry.

Beryl O'Kelly Brooks died on 1/21/02, ~~2003~~ in Los Angeles, California. See attached Order signed by a Judge of the Los Angeles Superior Court, California appointing Kathleen Payne as Successor Trustee.

The property hereinabove described was acquired by Grantor by instruments recorded in Book 5288, Page 198, Wake County Registry.

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:

1. Pro-rata share of the 2003 ad valorem taxes.
2. This conveyance is made subject to all applicable restrictive covenants, easements and rights of way of record in the Wake County Registry.
3. Lease to the United States Postal Service.

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.

Kathleen Payne SUC-TR (SEAL)

Kathleen Payne, Successor Trustee of the
Beryl O'Kelly Brooks Living Trust dated January 27, 1992

Nevada
STATE OF ~~CALIFORNIA~~

COUNTY OF CLARK

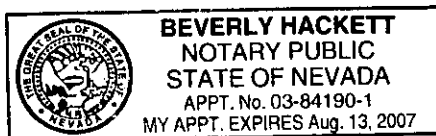
I, BEVERLY HACKETT, Notary Public of the County and State aforesaid, certify that Kathleen Payne, Successor Trustee of the Beryl O'Kelly Brooks Living Trust dated January 27, 1992, personally appeared before me this day and acknowledged the execution of the foregoing instruments.

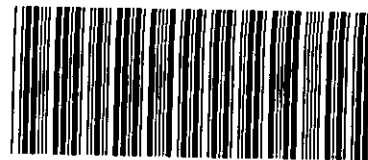
WITNESS my hand and official stamp or seal, this 12 day of December, 2003.

Beverly Hackett
Notary Public

My commission expires:

Aug 13, 2007





BOOK:010598 PAGE:01534 - 01536

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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of _____

Beverly Hackett

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: *Frederick C. Bayman*

Assistant/Deputy Register of Deeds

This Customer Group

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_____ # of Pages
3

WAKE COUNTY, NC 571
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/30/2003 AT 14:07:57
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$9210
BOOK:010611 PAGE:01236 - 01239

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$9,210.00

Parcel Identifier No. 200805 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Sandman & Rosefielde-Keller, 7101 Creedmoor Road, Suite 142, Raleigh, NC 27613

Brief description for the Index: LT 2, DURHAM LIFE OFFICE PARK

THIS DEED made this 30th day of December, 20 03, by and between

GRANTOR	GRANTEE
Wycliff Associates, L.L.C. 7101 Creedmoor Road, Ste 142 Raleigh, NC 27613	2700 Associates, LLC 7101 Creedmoor Road, Ste 142 Raleigh, NC 27613

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 Raleigh, Meredith Township, Wake County, North Carolina and more particularly described as follows:

See Attached

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

A map showing the above described property is recorded in Plat Book 1994 page 99.

BK010611PG01237

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: Restrictions, Easements and Right of Ways of record if any and 2003 ad valorem taxes.

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

Wycliff Associates, L.L.C. _____ (SEAL)
(Entity Name)
By: _____ (SEAL)
Title: ~~President~~ Member/Manager
By: _____ (SEAL)
Title: Member/Manager
By: _____ (SEAL)
Title: _____

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

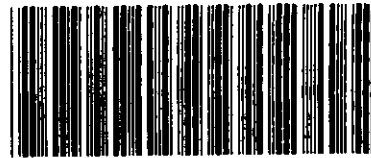
State of North Carolina - County of Wake
Michael G. Sandman
I, the undersigned Notary Public of the County and State aforesaid, certify that Craig C. Huggins personally came before me this day and acknowledged that he is the President Member/Managers of Wycliff Associates, L.L.C., a North Carolina ~~or~~ 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 30th day of December, 2003.
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.
By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

BK010611PG01238

BEING all of Lot 2, containing 244,372 square feet, 5.610 acres, as shown on that plat entitled, "Recombination Survey For Durham Life Office Park", prepared by Michael D. Barr, Registered Land Surveyor, dated January 10, 1994, and recorded in Book of Maps 1994, Page 99, Wake County Registry.

TOGETHER with that Cross Access Easement recorded in Book 5979, Page 72; that Sprinkler System Agreement recorded in Book 5979, Page 85; and that Conditional Cross Access Easement recorded in Book 6645, Page 115, aforesaid county registry.



BOOK:010611 PAGE:01236 - 01239

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate of Ashley Watson

Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Grand Morgan
Assistant/Deputy Register of Deeds

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New Time Stamp
of Pages
4

BK010765PG00069

WAKE COUNTY, NC 623
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/14/2004 AT 16:01:13
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$657
BOOK:010765 PAGE:00069 - 00073

NC-35

SPECIAL WARRANTY DEED

This instrument prepared by:
Raissa V. Kirk, Attorney at Law
P. O. Box 1168
Baltimore, MD 21203

Rev \$ 657.00
Acct # 0047968

NORTH CAROLINA

WAKE COUNTY

Hold Hatch Little Bn

THIS DEED, made this 9th day of April, 2004, by and between CROWN STATIONS, INC., a Maryland corporation, (successor by merger to Crown Central Leasing Corporation), whose mailing address is P. O. Box 1168, Baltimore, MD 21203, ("Grantor") and CLARK STORES, LLC, a North Carolina limited liability company, whose mailing address is P. O. Box 469, Clinton, North Carolina 28329 ("Grantee"). The designation of 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, its successors and assigns, with Special Warranty, in fee simple, all those certain lots or parcels of land situated in the City of Raleigh, Wake County, North Carolina, and more particularly described on attached Exhibit A (the "Premises")

BK010765PG00070

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, its successors and assigns, forever, subject to (i) the lien of taxes not yet due and payable and (ii) all covenants, restrictions, conditions, easements, reservations, agreements, rights-of-way and other matters of record. In addition, Grantee, on behalf of Grantee, its successors and assigns, covenants and agrees that the Premises shall not be used for residential purposes. In the event of any violation of the foregoing restrictive covenant, Grantor, its successors and assigns, shall have the right to enforce such restrictive covenant by all remedies available either at law or in equity.

And the said Grantor does hereby bind itself that it will, and its successors and assigns shall specially warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor.

Grantee, on behalf of itself, its successor and assigns, hereby grants to Grantor, its successors and assigns, the right to enter onto the Premises for the purpose of conducting environmental assessment or remedial work.

BK010765PG00071

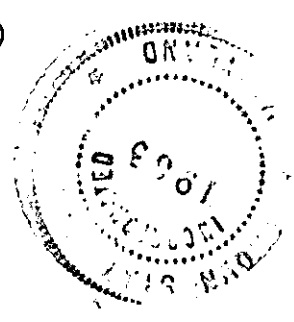
IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

ATTEST:

CROWN STATIONS, INC.

Carole R. Hines
CAROLE R. HINES
Assistant Secretary

By: [Signature] (SEAL)
ROBERT A. FRITZ
Vice President



STATE OF MARYLAND
CITY OF BALTIMORE

I, Denise A. Rogowski, a Notary Public, do hereby certify that Carole R. Hines personally came before me this day and acknowledged that she is the Assistant Secretary of Crown Stations, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

WITNESS my hand, and Notarial Seal this 9th day of April, 2004.



Denise A. Rogowski
(Notary Public)
My commission expires: 5/7/05

BK010765PG00072

EXHIBIT A

NC-035

That certain tract or parcel of real property which is situated in the Wake County, North Carolina and more particularly described as follows:

BEGINNING at an existing concrete monument at the southeastern right-of-way of Clark Street and Faircloth Street; thence along the southern right-of-way of Clark Street North $83^{\circ} 58' 30''$ East 143.80 feet to an existing concrete monument; thence along the said right-of-way South $82^{\circ} 15' 00''$ East 153.57 feet to an existing iron pipe at the southwestern intersection of Clark Street and Montgomery Street; thence along the western right-of-way of Montgomery Street South $39^{\circ} 02' 26''$ West 100.76 feet to an existing iron pipe; thence leaving said street North $41^{\circ} 39' 47''$ West 59.66 feet to an existing iron pipe; thence South $47^{\circ} 57' 50''$ West 162.34 feet to the northern right-of-way of Hillsborough Street; thence along the northern right-of-way of said street North $41^{\circ} 10' 36''$ West 143.72 feet to an existing concrete monument at the intersection of Fair cloth Street; thence along the eastern right-of-way of said Faircloth Street North $18^{\circ} 17' 54''$ East 73.75 feet to the point and place of BEGINNING, containing 0.673 acres plus or minus.

BEING the same property conveyed to Crown Central Leasing Corporation by Deed from Mobil Oil Corporation, dated May 1, 1985, filed for record May 17, 1985, in Book 3482, page 468, Register of Deeds Office for Wake County, North Carolina. Crown Central Leasing Corporation subsequently merged into Crown Stations, Inc., the surviving corporation.



BOOK:010765 PAGE:00069 - 00073

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate of Denise A Rogowski

Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: James Morgan
Assistant/Deputy Register of Deeds

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New Time Stamp
of Pages

WAKE COUNTY, NC 646
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/30/2004 AT 12:46:07
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$365
BOOK:010796 PAGE:01862 - 01865

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 365Parcel Identifier No. 000044706 Verified by _____ County on the _____ day of _____, 20____
By: _____Mail/Box to: GranteeThis instrument was prepared by: Elizabeth R. Harrison Attorney at Law WITHOUT TITLE EXAMINATIONBrief description for the Index: LT 27, BLK H, SEC 3, RIDGEWOOD

THIS DEED made this _____ day of _____, 20____, by and between

GRANTOR

Meredith P. Ezzell unmarried

GRANTEE

Wesley Alan Love and wife,
Debora Lynn Johnson4004 Balsam Drive
Raleigh NC 27612

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:
See Attached

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8430 page 2111.A map showing the above described property is recorded in Plat Book 1956 page 3.

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: Restrictive covenants recorded in Book 1143, Page 189, and Book 1221, Page 26, Wake County Registry.

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

(Entity Name)

Meredith P. Ezzell (SEAL)
Meredith P. Ezzell

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

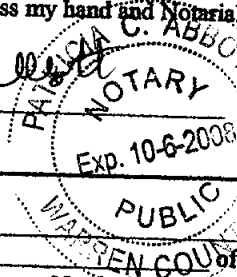
(SEAL)

State of North Carolina - County of Wake Warren

I, the undersigned Notary Public of the County and State aforesaid, certify that Meredith P. Ezzell unmarried 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 30th day of April, 2004

My Commission Expires: _____

Patricia C. Abbott
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 _____

_____, 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.

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

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

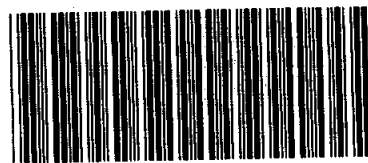
Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

ATTACHMENT

BEGINNING at a point, designated by an existing iron pipe, in the Northern edge of a right of way of Wade Avenue, said point being 405 feet in a Westerly direction measured along said right of way from its point of intersection with the Western edge of the right of way of Dogwood Lane, thence along said right of way of Wade Avenue, N 85 deg. 19' 00" West 89.85 feet to an existing iron pipe; thence N 4 deg. 34' 11" E 203.86 feet to an existing iron pipe; thence S 87 deg. 07' 41" E. 90.07 feet to an existing iron pipe; S 4 deg. 37' 17" W 206.71 feet to an existing iron pipe, being the place and point of BEGINNING; being all of Lot 27, Block H, Ridgewood Subdivision, Section 3, according to a survey of David W. Barrier, R.L.S., dated September 27, 1994, and further reference to the Book of Maps 1956, Page 3, Wake County Registry, North Carolina.

EZZELL 21084H

3420 Wade Avenue, Raleigh, NC 27607



BOOK:010796 PAGE:01862 - 01865

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of Patricia E Abbott

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: James Morgan
Assistant/Deputy Register of Deeds

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4 # of Pages

BK010870PG02282

WAKE COUNTY, NC 401
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/14/2004 AT 13:57:42
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$12280
BOOK:010870 PAGE:02282 - 02286

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$ 12,280.00

Parcel Identifier No. 0795138149

Please Hold For: Samuel W. Johnson, Esq., Poyner & Spruill, Box 160

This instrument was prepared by: Cindy S. Rosefielde-Keller, Sandman & Rosefielde-Keller (without title examination)

Brief Description for the index

Lot 2, Durham Life Office Park, 1994/99

THIS DEED made this 11 day of June, 2004, by and between

GRANTOR

2700 ASSOCIATES, LLC, a North Carolina limited liability company

GRANTEE

WYCLIFF HOLDING LLC, a North Carolina limited liability company

**c/o Anthony & Co.
P.O. Box 10180
702 Oberlin Road, No. 400
Raleigh, NC 27605
Attn: Jim Anthony, Manager**

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 **Raleigh, Meredith** Township, **Wake** County, North Carolina and more particularly described as follows:

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

BK010870PG02283

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10611, Page 1236.

A map showing the above described property is recorded in **Book of Maps 1994, Page 99.**

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:

See Exhibit "B" attached hereto and incorporated herein by this reference.

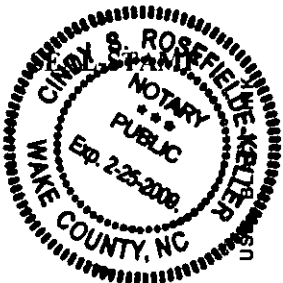
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

2700 ASSOCIATES, LLC

By: _____

USE BLACK INK ONLY

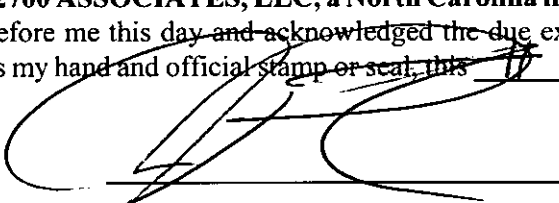
By _____ (SEAL)
Michael G. Sandman, Manager



NORTH CAROLINA, WAKE COUNTY.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **MICHAEL G. SANDMAN, Manager of 2700 ASSOCIATES, LLC, a North Carolina limited liability company**, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of June, 2004.

My commission expires: .

 Notary Public

BK010870PG02284

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEING all of Lot 2, containing 244,372 square feet, 5.610 acres, as shown on plat entitled, "Recombination Survey for Durham Life Office Park", prepared by Michael D. Barr, Registered Land Surveyor, dated January 10, 1994, and recorded in Book of Maps 1994, Page 99, Wake County Registry;

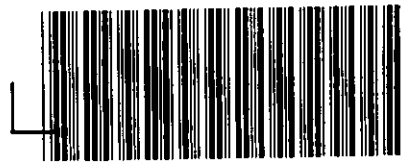
TOGETHER WITH that certain Cross Access Easement recorded in Book 5979, Page 72, Wake County Registry; that certain Sprinkler System Agreement recorded in Book 5979, Page 85, Wake County Registry; and that certain Conditional Cross Access Easement recorded in Book 6645, Page 115, Wake County Registry.

BK010870PG02285

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes, dues and assessments for the year 2004, and subsequent years, not yet due and payable.
2. Easements, setback lines and any other matters shown on plat recorded in Book of Maps 1994, Page 99, Wake County Registry.
3. Rights of tenants in possession, as tenants only, under unrecorded leases.
4. Right(s) of Way to Carolina Power and Light Company recorded in Book 2340, Page 249, Wake County Registry.
5. Access Easement recorded in Book 5974, Page 530, and Book 6645, Page 107, Wake County Registry.
6. Sprinkler System Agreement recorded in Book 5974, Page 538, Wake County Registry.
7. Terms and conditions of the easements conveyed by Sprinkler System Easement recorded in Book 5979, Page 85; Cross Access Easement recorded in Book 5979, Page 72; and Conditional Cross Access Easement recorded in Book 6645, Page 115, Wake County Registry.
8. Memorandum of Rooftop Antenna Attachment Lease Agreement recorded in Book 6996, Page 818, Wake County Registry.



BOOK:010870 PAGE:02282 - 02286

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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of Cindy S. Rosefelde-Keller

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: P. Anne Redd
Assistant/~~Deputy~~ Register of Deeds

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5 # of Pages

BK010918PG02214

WAKE COUNTY, NC 405
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/13/2004 AT 15:54:04
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$378
BOOK:010918 PAGE:02214 - 02216

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 378.00

Parcel Identifier No. 0794462746 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Sophia Kathariou, 3412 Wade Avenue Raleigh, NC 27607

This instrument was prepared by: Oliver & Delaney PA

Brief description for the Index: LT 29, BLOCK H, SECTION III, RIDGEWOOD S/D,

THIS DEED made this 13th day of July, 2004, by and between

GRANTOR	GRANTEE
Mary B. Blanton widow 1048 Lonniefields Road Bear Creek, NC 27207	Sophia Kathariou, a free trader 3412 Wade Avenue Raleigh, NC 27607

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Being all of Lot 29, Block H. Section III, Ridgewood Subdivision, as shown upon the map recorded in Book of Maps 1956, Page3, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2882 page 809.

A map showing the above described property is recorded in Plat Book 1956 page 3.

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

BK010918PG02215

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:

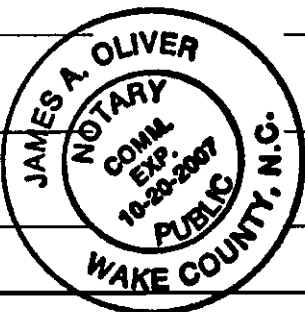
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name) Mary B. Blanton (SEAL)
Mary B. Blanton

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____



State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Mary B. Blanton, widow 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 13th day of July, 2004

My Commission Expires: _____

James A. Oliver
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 _____

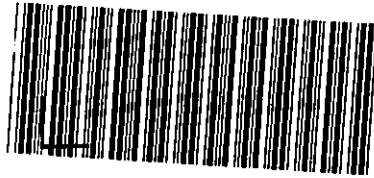
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

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.

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



BOOK:010918 PAGE:02214 - 02216

Yellow probate sheet is a vital part of your recorded document.
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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of _____

James A. Oliver

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: *Frederick E. Duggan*
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

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_____ New Time Stamp
_____ # of Pages

WAKE COUNTY, NC 130
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/04/2004 AT 10:34:40
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$14683
BOOK:010956 PAGE:02075 - 02078

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$14,683.00
Tax Lot No. _____ Parcel Identifier No. 0784.11-76-2967
Verified by _____ County on the 0794.13-04-0272 day of _____, 20____
By _____ 0792.03-02-6005

Mail after recording to: Charles L. Fulton (Hold for Box 133)

This instrument was prepared by: Charles L. Fulton, of Manning, Fulton & Skinner, P.A

Brief description for the Index: 94.846 acres, Mid Pines Road (Book of Maps 1996, page 1555)
Lot 1, Brickhaven Subdivision (Book of Maps 1999, page 625)
Lot One, Crossland Two Lot Sub. (Book of Maps 1976, p. 247)

THIS DEED made this 4th day of August, 2004, by and between

GRANTOR	GRANTEE
Reedy Creek Investments LLC	The State of North Carolina
	1321 Mail Service Center Raleigh, North Carolina 27699-1321

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 those certain lots or parcels of land situated in Wake County, North Carolina and more particularly described as follows:

Tract 1: Being all of Lot 1 containing 96.144 acres as shown on that plat of survey entitled "Recombination Survey for Jacob & Suzanne Williamson and Joe Ira Lee & Ruth Johnson Lee" prepared by Harold Todd Smith, dated July 15, 1996, and recorded in Book of Maps 1996, page 1555, Wake County Registry.

Tract 2: Being all of Lot 1, containing 2.1529 acres, as shown on that plat of survey entitled "Brickhaven Subdivision" prepared by John A. Edwards & Company, dated March 29, 1999, and recorded in Book of Maps 1999, page 625, Wake County Registry.

Tract 3. Being all of Lot One as shown on survey entitled Crossland Two Lot Subdivision as recorded in Book of Maps 1976, page 247, Wake County Registry.

The property hereinabove described was acquired by Grantor by three separate deeds each recorded on August 4, 2004, in the Wake County Registry.

Maps showing the above described property are recorded in the respective three books of maps shown in the description of the three tracts set forth above.

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.

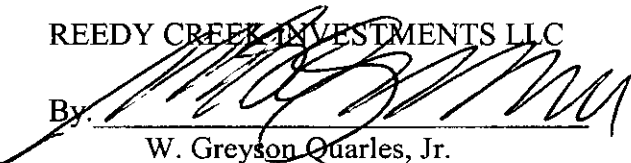
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

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

Each of the exceptions as set forth in Schedule B, Part II of the three separate Owner's Title Insurance Policy issued by First American Title Insurance Company with the effective date of each being the date this deed was recorded.

IN WITNESS WHEREOF, the Grantor has executed and delivered this deed.

REEDY CREEK INVESTMENTS LLC

By. 

W. Greyson Quarles, Jr.
Its Authorized Manager

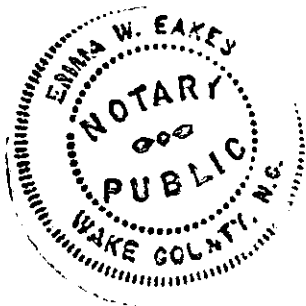
BK010956PG02077

STATE OF NORTH CAROLINA :

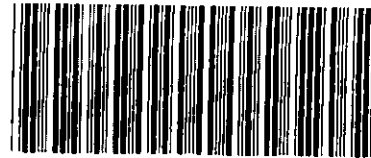
COUNTY OF WAKE :

I, the undersigned Notary Public, certify that W. Greyson Quarles, Jr., Manager of Reedy Creek Investments LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act of said limited liability company for the purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 2nd day of August, 2004.



Emma W. Eakes
Notary Public
My Commission Expires: April 3, 2007



BOOK:010956 PAGE:02075 - 02078

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of Emma W. Eakes

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds.

By: Carolyn J. Hedden
~~Assistant~~/Deputy Register of Deeds

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H _____ # of Pages

BK010978PG01925

WAKE COUNTY, NC 275
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/20/2004 AT 11:51:56

BOOK:010978 PAGE:01925 - 01928

Prepared by and After Recording Return to:

Poyner & Spruill LLP (SWJ)
Post Office Box 10096
Raleigh, North Carolina 27605-0096
PIN: 0795138149
No Revenue

NORTH CAROLINA

GENERAL WARRANTY DEED

WAKE COUNTY

THIS GENERAL WARRANTY DEED is made this 17th day of August, 2004, by and between **WYCLIFF HOLDING LLC**, a North Carolina limited liability company having an address of c/o Anthony & Company, PO Box 10180, 702 Oberlin Road, No. 400, Raleigh, NC 27605 ("**Grantor**") and **MARTIN MARIETTA MATERIALS, INC.**, a North Carolina corporation having an address of 2710 Wycliff Road, Raleigh, NC 27607 ("**Grantee**").

WITNESSETH

For and in consideration of \$1.00 cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in Meredith Township, City of Raleigh, Wake County, North Carolina, more particularly described on Exhibit A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

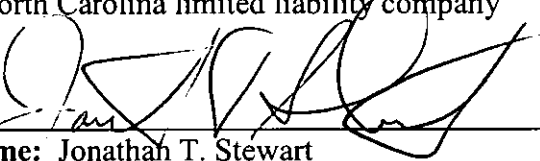
Grantor covenants with Grantee that Grantor is seized of said land in fee simple, that Grantor has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for taxes for the year 2004 and thereafter and any easements, rights of way, restrictions and encumbrances shown in the public records of the Wake County Registry pertaining to the said land.

The designation "Grantor" and "Grantee" as used herein shall include said named parties and their respective heirs, personal representatives, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. This transfer is made by the Grantor to the Grantee without consideration as a partial return of capital from the Grantor to the Grantee, Grantor's sole member.

BK010978PG01926

IN WITNESS WHEREOF, the Grantor has executed this instrument under seal, adopting the word "SEAL" to be its lawful seal, as of the day and year first above written.

WYCLIFF HOLDING LLC,
a North Carolina limited liability company (SEAL)

By: 
Name: Jonathan T. Stewart
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

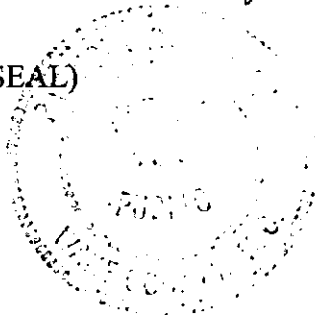
I, Patricia H. Gibson, a Notary Public of the County and State aforesaid, certify that Jonathan T. Stewart personally came before me this day and acknowledged that he is Manager of WYCLIFF HOLDING LLC, a limited liability company organized under the laws of North Carolina, and that by authority given and as the act of said company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this the 17th day of August, 2004.

Patricia H. Gibson
Notary Public

My Commission Expires: July 21, 2003

(OFFICIAL SEAL)



BK010978PG01927

EXHIBIT A

Legal Description

Being all of that certain tract or parcel of land known as 2700 Wycliff Road located in Meredith Township, City of Raleigh, Wake County, North Carolina and being more particularly described as follows:

BEING all of Lot 2, containing 244,372 square feet, 5.610 acres, as shown on plat entitled, "Recombination Survey for Durham Life Office Park", prepared by Michael D. Barr, Registered Land Surveyor, dated January 10, 1994, and recorded in Book of Maps 1994, Page 99, Wake County Registry;

TOGETHER WITH that certain Cross Access Easement recorded in Book 5979, Page 72, Wake County Registry; that certain Sprinkler System Agreement recorded in Book 5979, Page 85, Wake County Registry; and that certain Conditional Cross Access Easement recorded in Book 6645, Page 115, Wake County Registry.

The said property is the same property conveyed to the Grantor by 2700 ASSOCIATES, LLC, a North Carolina limited liability company, by deed dated June 11, 2004, recorded in Book 10870, Page 2282, Wake County Registry.



BOOK:010978 PAGE:1925 - 1928

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of Patricia G Gibson

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Vernon S. Pearson
DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group

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4 New Time Stamp
____ # of Pages

WAKE COUNTY, NC 480
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/23/2004 AT 14:43:36
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$1290
BOOK:011114 PAGE:01347 - 01349

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 1,290.00

Parcel Identifier No. 0012983 Verified by _____ County on the ____ day of _____, 20 ____
By: _____

Mail/Box to: Attorney's General's Office Property Control Section 9001 Mail Service Center Raleigh, NC 27699-9001

This instrument was prepared by: James R. Rogers III

Brief description for the Index: _____

THIS DEED made this 15th day of November, 20 04, by and between

GRANTOR	GRANTEE
The North Carolina Agricultural Foundation Inc	State of North Carolina 1321 Mail Service Center Raleigh, NC 27699-1321

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Being all of Lot 2, Brickhaven Subdivision recorded in Book of Maps 1999, Page 625 Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8497 page 1219.

A map showing the above described property is recorded in Plat Book 1999 page 625.

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:

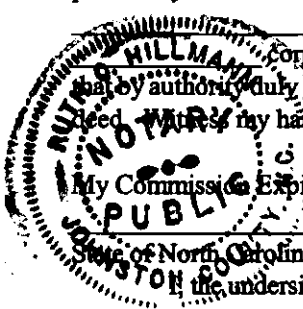
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

The North Carolina Agricultural Foundation Inc _____ (SEAL)
 (Entity Name)
 By: Kathryn S. Hart _____ (SEAL)
 Title: Treasurer
 By: _____ (SEAL)
 Title: _____
 By: _____ (SEAL)
 Title: _____

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 Wake Johnston
 I, the undersigned Notary Public of the County and State aforesaid, certify that Kathryn S. Hart
 personally came before me this day and acknowledged that she is the Treasurer of
 The North Carolina Agricultural Foundation Inc _____, 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, she signed the foregoing instrument in its name on its behalf as its act and
 deed. Witness my hand and Notarial stamp or seal, this 15th day of November, 2004
 My Commission Expires: 10-8-2005
Ruth C. Hillmann
 Notary Public



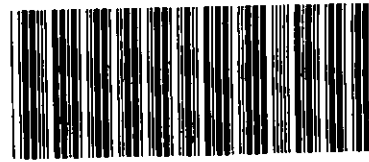
State of North Carolina - County of _____
 I, the undersigned Notary Public of the County and State aforesaid, certify that _____

 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



BOOK:011114 PAGE:01347 - 01349

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of _____

Ruth C. Hillman

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Fredrick C. Baymon

Assistant/Deputy Register of Deeds

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3 # of Pages

BK011114PG01350

WAKE COUNTY, NC 482
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/23/2004 AT 14:43:36

BOOK:011114 PAGE:01350 - 01352

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 0.00

Parcel Identifier No. 168079 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Attorney's General's Office Property Control Section 9001 Mail Service Center Raleigh, NC 27699-9001

This instrument was prepared by: James R. Rogers, III

Brief description for the Index: _____

THIS DEED made this 15th day of November, 2004, by and between

GRANTOR	GRANTEE
The Board of Trustees of the Endowment Fund of North Carolina State University, an entity created and existing pursuant to NCGS 116-36	State of North Carolina 1321 Mail Service Center Raleigh, NC 27699-1321

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Being all of Lot 8, Cherokee Industrial Park, consisting of 1.299 acres, according to plat recorded in Book of Maps 1987, Page 537 Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10465 page 502.

A map showing the above described property is recorded in Plat Book 1987 page 537.

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: Restrictive covenants recorded in Book 8169, Page 665, County Registry.

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

Board of Trustees of the Endowment Fund of NC

(Entity Name)

(SEAL)

By: [Signature]

Title: TREASURER

(SEAL)

By: _____

Title: _____

(SEAL)

By: _____

Title: _____

(SEAL)

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 Johnston

I, the undersigned Notary Public of the County and State aforesaid, certify that Charles D. Leffler personally came before me this day and acknowledged that he is the TREASURER of

The Board of Trustees of the Endowment Fund of NC State Uni _____, 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 15th day of _____ November _____, 2004

My Commission Expires: July 27, 2009

[Signature]
Notary Public

State of North Carolina - County of _____

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

LYNN E. BURRIS

Notary Public

JOHNSTON CO., N.C.

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

My Commission Expires 7-29-09

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



BOOK:011114 PAGE:01350 - 01352

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of _____

Lynn E. Bullets

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

Frederick C. Baymon
Assistant/Deputy Register of Deeds

This Customer Group

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3 # of Pages

BK011153PG00401

WAKE COUNTY, NC 168
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/21/2004 AT 10:58:43

BOOK:011153 PAGE:00401 - 00403

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax - 0 -

Recording Time, Book and Page

Tax Lot No. 0028615 Parcel Identifier No. 0794347669
Verified by _____ County on the ____ day of _____, 200
by _____

Mail after recording to Pinna, Johnston & Burwell, P.A. (DBF)
PO Box 31788, Raleigh, North Carolina 27622-1788

This instrument was prepared by Pinna, Johnston & Burwell, P.A.
Brief description for the Index 124-126 Faircloth Street

THIS DEED made this 30th day of June, 2004, by and between

GRANTOR

William P. Pinna and wife
Barbara N. Pinna

GRANTEE

JAP Family Limited Partnership,
a North Carolina limited partnership

313 Glasgow Road
Cary, North Carolina 27511

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 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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at a stake at the Southeast corner of the intersection of Faircloth Street and Ruffin Street; runs thence along the South side of Ruffin Street, North 81° 3' 50" East 123.78 feet to a stake; thence South 7° 25' 30" West 143.74 feet to a stake in the North line of Lot No. 72; thence with the North line of Lot 72, North 82° 53' 50" West 117.97 feet to a stake on the East side of Faircloth Street;

BK011153PG00402

thence with the East side of Faircloth Street North 7' 00' East 109.53 feet to the BEGINNING, it being parts of Lots 73 and 74 as shown on plat of Wilmont and recorded in Book of Maps 1924, Page 10, Wake County Registry, all as shown on survey of the Property of Seth B. Gaskill, Jr., dated May 13, 1991, made by Daniel W. Joyner, Registered Land Surveyor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10845, Page 2629

A map showing the above described property as recorded in Plat Book 1924, page 10.

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:

1. All outstanding liens and encumbrances of record.
2. 2004 and subsequent years' 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)

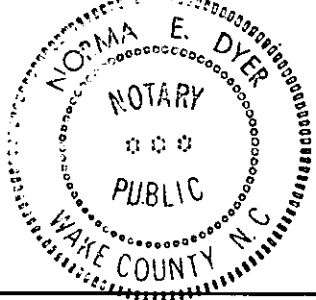
William P. Pinna (SEAL)
William P. Pinna

By: _____

President

Barbara N. Pinna (SEAL)
Barbara N. Pinna

SEAL - STAMP



NORTH CAROLINA, Wake COUNTY

I, a Notary Public of the County and State aforesaid, do hereby certify that William P. Pinna and Barbara N. Pinna, Grantors personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 16th day of June, 2004.
My commission expires: 12-7-08 Norma E. Dyer 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



BOOK:011153 PAGE:00401 - 00403

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of _____

Norma E. Dyer

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: *Frederick C. Baynes*
Assistant/Deputy Register of Deeds

This Customer Group

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3 # of Pages

BK011210PG00562

WAKE COUNTY, NC 239
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/03/2005 AT 13:29:00

BOOK:011210 PAGE:00562 - 00585

Prepared by and return after recording to:
Pendergraph Development, LLC
P.O. Box 19691
Raleigh, NC 27619

NORTH CAROLINA
WAKE COUNTY

**DECLARATION OF CONDOMINIUM
AND
RESTRICTIVE COVENANTS**

THIS DECLARATION OF CONDOMINIUM AND RESTRICTIVE COVENANTS ("Declaration") is made as of the 27th day of January, 2005 by Arbors at Myron Pointe, LLC, a North Carolina limited liability company with its principal office in Wake County, North Carolina, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain parcel of land described in Exhibit A, a residential condominium development consisting of 4 buildings containing a total of 34 Units (the "Project"). Pursuant to N.C.G.S. Section 47C-1-102, the provisions of the North Carolina Condominium Act, N.C.G.S. Sections 47C-1-101 *et. seq.* (the "Act"), shall apply to this Declaration and the Project; and

WHEREAS, Declarant hereby establishes by this Declaration a condominium as contemplated by the Act.

NOW, THEREFORE, Declarant hereby declares:

ARTICLE I

DEFINITIONS

The definitions set forth in the Act shall govern this Declaration; however, the following words and terms, although some may be defined in the Act, are more specifically defined as follows:

1.1. Act. The North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes and any successor statutes. All definitions referred to in the Act are hereby incorporated by reference as if fully set forth herein.

1.2. Association. Arbors at Myron Pointe Condominium Association, a nonprofit corporation created under Chapter 55A of the North Carolina General Statutes, as amended, and pursuant to Section 47C-3-101 of the Act, its successors and assigns.

1.3. Board. The Board of Directors of the Association.

1.4. Bylaws. The Bylaws of the Association which are hereby incorporated by reference as if fully set forth herein.

1.5. Common Elements. All real estate within the Project other than the Units, including without limitation, the following: all water lines and sewer lines located outside public street rights-of-way and City utility easements, all central and appurtenant installments for services such as power, light, telephone, cable television, hot and cold water, including all pipes, wires, cables, and conduits in connection therewith.

1.6. Common Expenses. Expenditures made by or financial liabilities incurred by or on behalf of the Association, together with any allocation to reserves, including without limitation:

- (a) All sums lawfully assessed against the Unit Owners by the Association;
- (b) Expenses of administration, maintenance, repair, or replacement of the Common Elements;
- (c) Expenses agreed upon as Common Expenses by the Association;
- (d) Expenses declared to be Common Expenses by the provisions of the Act, by this Declaration or by the Bylaws;

(e) Premiums for hazard and such other insurance as this Declaration, the Act or Bylaws may require the Association to purchase;

(f) Utility expenses, including sewer, water and electricity, which is provided to the Common Elements or which is provided by the Association to all Unit Owners;

(g) Ad valorem taxes, public assessments, and governmental liens levied against the Common Elements.

1.7. Declarant. Arbors at Myron Pointe, LLC, a North Carolina limited liability company, its successors and assigns, and (i) any other person who has executed this Declaration, except Security Holders, and (ii) any person who succeeds to any Special Declarant Rights as provided in Section 47C-1-103(23) of the Act.

1.8. Declarant Control Period. The period commencing on the date hereof and continuing until conveyance of the 25th Unit to a Unit Owner other than a Declarant.

1.9. Unit. A physical portion of the condominium designated for separate ownership or occupancy by a Unit Owner.

1.10. Unit Owner. A Declarant or other person who owns a Unit.

1.11. Mortgagee. Any person or entity who is a mortgagee under a mortgage or a beneficiary under a deed of trust or similar instrument encumbering a Unit. A "First Mortgagee" means the mortgagee or beneficiary under a deed of trust or a similar instrument which is the first and most senior of all mortgages and deeds of trust encumbering a Unit. If there is more than one holder of a first mortgage, they shall be considered as, and act as, one First Mortgagee for all purposes under this Declaration and the Bylaws.

1.12. Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests and invitees of, and, guests of invitees of such lessees.

1.13. Person. A natural person, corporation, partnership, trust or other entity, or any combination thereof.

1.14. Condominium. A condominium contemplated by Section 47C-1-103 and the certain condominium created by this Declaration.

1.15. Property. The real estate described in Exhibit A, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.16. Security for an Obligation. The mortgagee's interest in a mortgage, trustee's or beneficiary's interest in a deed of trust, or the holder's interest in a lien, or similar interests.

1.17. Security Holder. Any person owning a security for an Obligation in a Unit.

1.18. Special Declarant Rights. All those Special Declarant rights provided for in Section 47C-1-103(23) of the Act including, but not limited to, maintaining a sales or management office on the Property, granting easements through the common elements, and otherwise managing the Project.

ARTICLE II

LEGAL DESCRIPTION OF PROJECT PROPERTY

The Property is more particularly described in Exhibit A attached hereto and incorporated by reference as if fully set forth herein.

ARTICLE III

DESCRIPTION OF UNITS

Declarant is the owner of the fee simple title to the Property. The Project is comprised of 4 buildings containing a total of 34 Units, areas designated for parking spaces, and other appurtenant improvements. The Units are designated as reflected on Exhibit B. A Condominium Plat of the Units shall be found in Condominium Plat File 365 at Page A1 in the Wake County Registry of Deeds in (the "Plat").

ARTICLE IV

SUBMISSION OF PROPERTY TO THE ACT

4.1. Submission. Declarant hereby submits the Property to the Act.

4.2. Name. The Property shall hereafter be known as the Arbors at Myron Pointe Condominiums.

4.3 Division of Property into Separately Owned Units. Declarant, pursuant to the Act, and to establish a condominium under the Act, does hereby divide the Property into 34 Units and Common Elements as shown on the Plat.

4.4 Unit Allocations. The allocations to each of votes in the Association, and of a percentage of the Common Expenses, are as stated on Exhibit B. The Common Expenses and the votes in the Association are equally allocated to all Units.

4.6. Reservation of Special Declarant Rights. Declarant hereby reserves the Special Declarant Rights defined in Section 1.18 of this Declaration. During the Declarant Control Period, the Declarant may exercise the Special Declarant Rights over any portion of the Project (except those Units owned by Unit Owners other than the Declarant) as it, in its discretion, deems necessary or appropriate.

ARTICLE V

EASEMENTS

5.1. Encroachments. In the event that, by reason of the construction, reconstruction, rehabilitation, alteration or improvement of the buildings or improvements comprising a part of the Property, any part of the Common Elements now or hereafter encroaches upon any part of the Common Elements, or upon any part of another Unit, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Units so encroached upon.

5.2. Easements to Repair, Maintain, Restore and Reconstruct. Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board, or any other person, is authorized to enter upon a Unit or the Common Elements to repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.

5.4. Declarant's Easement. Declarant hereby reserves such easements through the Common Elements as may be reasonably necessary for the purposes of discharging its obligations, exercising Special Declarant's Rights, and completing the development and construction of the Project, which easements shall exist as long as reasonably necessary for such purposes.

5.5. Unit Owner's Easement. Every Unit Owner shall have a right and easement of enjoyment in and to all of the Common Elements.

5.6. Grant of Easements by Association. The Association may hereafter grant easements, as approved by the Board, for utility or drainage purposes for the benefit of the Project, including the right to install, lay, maintain, repair and replace water lines, gas lines, pipes, sewer lines, television cables, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any portion of the Common Elements; and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Unit Owner such instruments as may be necessary or desirable to effectuate the foregoing.

5.7. Governmental Easements. Easements are hereby established over the Common Elements for the benefit of applicable government agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas, and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

5.8. Structural Easements. Every portion of a Unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of all other Units and for the Common Elements.

5.9. Easements to Run With Land. All easements and rights described in this Article V are appurtenant easements running with the land, and except as otherwise expressly provided in this Article V, shall be perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, the Association, Unit Owners, Occupants, Security Holders and any other person having any interest in the Project or any part of any thereof. The Project and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this Article V, whether or not specifically mentioned in any such conveyance or encumbrance.

ARTICLE VI

RESTRICTIONS, CONDITIONS AND COVENANTS

6.1. Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, and Rules and Regulations promulgated by the Board or the Association, as amended. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief.

6.2 Administration of Project. The Project shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws.

6.3. Use Restricted; Use by Declarant. The Association may adopt and enforce reasonable rules and regulations concerning the use and enjoyment of the Units and Common Elements.

6.3.1. The Units shall be occupied and used by Unit Owners and Occupants for residential purposes only.

6.3.2. No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, and regulations of all government agencies having jurisdiction thereof shall be observed. No Unit Owner shall perform any acts or failures to act which may become a nuisance or annoyance to the other Unit Owners. All laws, orders, rules, regulations, and requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

6.3.3. No Unit Owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any Unit, the building, or any portion of the Common Elements, except as allowed by the Association pursuant to its Bylaws; provided, however, that any Unit Owner, or its respective agent, may place "For Sale" or "For Rent" signs at the entrance to any unsold or unoccupied Units and in suitable places on the Property.

6.3.4. In addition to the restrictions contained in paragraph 6.3.3 above, the Unit Owners shall each be entitled to obtain and maintain, at their expense, uniform signs for their exterior doors, which signs, and the criteria therefor, shall be adopted by the Association pursuant to its Bylaws.

6.3.5 No Unit Owner shall cause any trailer, boat, recreational vehicle or untagged or non-licensed vehicle or similar objects to rest or be parked in the parking lot or Common Elements of the Property. No Unit Owner, Occupier, invitees or visitors shall perform any type of vehicle, boat or trailer maintenance on the Property. Each Unit Owner shall be entitled to no more than two undesignated parking spaces in the parking lot.

6.3.6. No Unit Owner shall cause or allow any laundry or clothes to be hung outside the Unit Owner's Unit or in the Common Elements. No Unit Owner shall cause or allow any furniture to be left outside the Unit Owner's Unit or in the Common Elements; provided however, a Unit Owner may cause or allow patio-type furniture to be left outside of the Unit Owner's Unit.

6.3.7. The Unit Owners shall maintain uniform window treatments that are either white mini-blinds or white plantation style blinds. No other types of blinds shall be allowed.

6.4. Hazardous Use and Waste. No hazardous waste shall be stored upon the Property. Nothing shall be kept and no activity shall be carried on in any Unit or on the Common Elements which will increase the rate of insurance, applicable to general office and institutional use, for the Property or the contents thereof. No Occupant shall do or keep anything, nor cause or allow anything to be done or kept, in his Unit or on the Common Elements which will result in the cancellation of insurance on any portion of the Property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Elements.

6.5. Alterations of Common Elements. No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from the Common Elements, or paint, decorate, landscape or adorn any portion of the Common Elements, without the prior written consent of the Board.

6.6. Prohibition of Renting for Transient or Hotel Purposes. No Unit Owner shall rent his Unit for transient or hotel purposes, which for purposes of this Declaration shall be defined as either a rental for any period less than thirty (30) days or any rental if the lessee of the Unit is provided customary hotel services. Each permitted lease shall be in writing and shall be subject to this Declaration and the Bylaws, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any Unit Owner who enters into a lease of his Unit shall promptly notify the Association of the name and address of each lessee, the Unit rented, and the term of the lease. Other than the foregoing restrictions, each Unit Owner has the full right to lease his Unit.

6.7. Pets. Pets shall be allowed in the Units, except as may be provided by the Rules and Regulations promulgated from time to time by the Board or the Association or in the Bylaws. Notwithstanding the foregoing, no Unit Owner shall house more than two pets and no pet shall be over 100 pounds in weight. Additionally, no dog with viscous propensities, including but not limited to pit bulls and rottweilers, shall be allowed in the Units or the Common Elements. All Unit Owners shall clean up their pet's waste from the Property including all Units and Common Elements. Unit Owners shall be responsible for any expenses incurred as a result of their pet's nuisance or violent behavior, or any damages to the community. Unit Owners agree to hold harmless and indemnify the Association and the Board from any and all liability and/or property damage arising either directly or indirectly from keeping their pet or pets.

6.8. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to Unit Owners, their employees, agents and invitees within the Property.

6.9. Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Units, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated, enforced and amended from time to time by the Board or the Association, as fully provided in the Bylaws. Such rules and regulations, together with all policy resolutions and decisions made by the Association, shall be recorded in a Book of Resolutions available in accordance with Section 15.1 herein.

The Board may from time to time include in any Rules and Regulations adopted for the use of the Common Elements provisions restricting the use of hallways, patios, entry areas, parking spaces and other Common Elements, provided such provisions are reasonable, are uniformly applied to all Unit Owners and Occupants, and are nondiscriminatory.

6.10. Restrictions, Conditions and Covenants to Run With Land. Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, shall bind every person having any interest in the Property, and shall inure to the benefit of every Unit Owner.

6.11 Subject to the Act, the Declarant shall have unlimited rights and control of the Project during the Declarant Control Period.

ARTICLE VII

ASSESSMENTS

7.1. Assessment Date. Assessments shall be governed by Section 47C-3-115 of the Act. Assessments shall be due and payable in monthly installments. An assessment shall be deemed levied against a Unit upon the giving of notice by the Board to a member of the Association who is a Unit Owner of the Unit.

7.1.1. Annual Assessments. The Annual Assessment shall be no greater than \$120 in 2005. The Annual Assessment may be increased by no more than 10% each year by the Board without the consent of any Unit Owners. The Annual Assessment may be increased by more than 10% upon the consent of sixty-seven percent (67%) of the Unit Owners.

7.1.2. Special Assessments. Special Assessments may be levied by the Association upon the consent of sixty-seven percent (67%) of the Unit Owners.

7.2.1. Assessment Liens. Assessment liens shall be governed by Section 47C-3-116 of the Act. Any sum assessed by the Association of Unit Owners for the share of the Common Expenses chargeable to any Unit, and remaining unpaid for a period of thirty (30) days or longer,

shall constitute a lien on such Unit when filed of record in the Office of the Clerk of the Superior Court of Wake County in the manner provided therefor by the North Carolina General Statutes as now written or hereafter amended. Upon the same being duly filed, such lien shall be prior to all liens except the following:

- (i) Special assessments, liens and charges for real estate taxes due and unpaid on the Unit made by a lawful governmental authority;
- (ii) Any sums unpaid on the first deed of trust, first mortgage and any other encumbrances duly of record against the Unit prior to the docketing of the aforesaid lien; and
- (iii) Other liens granted priority by statutory authority.

7.2.2. Reasonable attorneys' fees shall be awarded to the prevailing party in any action to enforce this Declaration, the Articles of Incorporation, the Bylaws, or the duly adopted rules and regulations of the Condominium.

7.2.3. Provided the same is duly filed in accordance with the provisions contained in paragraph 7.2.1 above, a lien created by non-payment of a Unit Owner's pro rata share of the Common Expenses may be foreclosed by suit by the manager or Board, acting on behalf of the Unit Owners, in like manner as a deed of trust or mortgage of real property. In any such foreclosure, the Unit so provided in the Bylaws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver on behalf of the Unit Owners, shall have power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. A suit to recover a money judgment for unpaid Common Expense shall be maintainable without foreclosing or waiving the lien securing the same. Reasonable attorney fees, not to exceed five percent (5%) of the sale price, as permitted by the Clerk of Superior Court shall be charged as a part of the cost of any such foreclosure. The unpaid Common Expenses shall bear interest after default at the rate of 18% per annum.

7.3. Personal Liability of Transferee; Statement; Liability of Mortgagee.

7.3.1. The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board, as the case may be setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessment in excess of the amount therein set forth.

7.3.2. Any transferee referred to in paragraph 7.3.1 above shall be entitled to a statement from the Board, and such transferee's Unit shall not be subject to a lien for any unpaid assessments against such Unit in excess of the amount therein set forth.

7.3.3. Where a mortgagee, or other person claiming through such mortgagee, pursuant to the remedies provided in a deed of trust, or by foreclosure or by deed or assignment in lieu of foreclosure, obtains title to a Unit, the liability of such mortgagee or such other person for assessments shall be only for the assessments, or installments thereof, that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a Unit shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

7.3.4. Without releasing the transferor from any liability therefor, any unpaid portion of assessments which is not a lien under paragraph 7.3.2 above or, resulting, as provided in paragraph 7.3.3 above, from the exercise of remedies in a deed of trust, or by foreclosure thereof or by deed, or assignment in lieu of such foreclosure, shall be a Common Expense collectible from all Unit Owners, including the transferee under paragraph 7.3.2 above and the mortgagee or such other person under paragraph 7.3.3 above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

7.4. Prohibition of Exemption from Liability for Contribution Toward Common Expenses. No Unit Owner may exempt himself from liability for his share of the Common Expenses assessed by the Association by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise.

7.5 Procedure for Fines and Suspension of Condominium Privileges. The procedure for fines and suspension of Condominium privileges shall be governed by Section 47C-3-107.1 of the Act.

ARTICLE VIII

MANAGEMENT, MAINTENANCE, REPAIRS REPLACEMENTS, ALTERATIONS AND IMPROVEMENTS

8.1. Common Elements.

8.1.1. By the Association. The management, replacement, maintenance, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association, and, subject to the provisions of Section 8.4 hereof, the cost thereof shall be a Common Expense to the extent not paid by Unit Owners pursuant to paragraph 8.1.2 hereof; provided the Association shall have no duty to maintain any Common Elements which are maintained by any governmental body or by any public utility company. All damage caused to a

Unit by any work on or to the Common Elements done by or for the Association shall be repaired by the Association, and the cost thereof shall be a Common Expense.

8.1.2. By Unit Owners. Each Unit Owner shall pay all costs to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason of his intentional or negligent acts or the intentional or negligent acts of any Occupant of its Unit. Such payment shall be made upon demand by the Association.

8.2. Owner's Maintenance.

8.2.1. Each Unit Owner agrees as follows:

(a) To maintain in good condition and repair his Unit and all interior surfaces within his Unit (such as walls, ceiling tiles, and floors) which are not Common Elements or exterior surfaces. In addition to the maintenance of the Common Elements, the Association shall provide exterior maintenance to the Units as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes; the cost of which shall be assessable to all the Unit Owners as a Common Expense. Such exterior maintenance shall not include glass surfaces, screens, awnings or the repair or reconstruction of any improvements on any Unit the cost of which would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect.

(b) Not to make or cause to be made any structural addition to the Common Elements without the prior written consent of the Association, unless otherwise permitted under this Declaration.

(c) To make no alteration, repair, replacement, or change of the Common Elements, or to any outside or exterior portion of any building, whether within a Unit or part of the Common Elements.

8.2.2. In the event a Unit Owner fails to maintain the Unit as required herein or makes any structural addition or alteration to the Common Elements without the required consent of the Association, or fails to permit entrance to the Association or its authorized agents, the Association shall have the right to proceed either at law or in equity for whatever appropriate remedy the circumstances require. In lieu thereof and/or in addition to this remedy, the Association, through the Board, shall have the right and power to levy an assessment against the Unit Owner and the Unit itself for such necessary sums to remove any unauthorized structure or alteration and the restore the Property to its former condition. The Association and/or the Board on its behalf, shall have the further right and power to have its employees or agents, or any subcontractor appointed by it, enter the Unit at any all reasonable times, to do such work as it deems necessary by the Board to enforce compliance with the provisions hereof.

8.3 Private Streets. All governmental agencies are absolved of both liability and responsibility for maintenance of private streets located on the Property.

8.4. Common Expenses Benefiting Less Than All Units.

8.4.1. The Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Common Expense liability.

8.5. Units. Each Unit Owner shall maintain its Unit at all times in a good and clean condition, and repair and replace, at its expense, all portions of its Unit; shall perform its responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its agents, any defect or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of its own acts or omission, or the acts or omissions of any Occupant of its Unit. Such payment shall be made upon demand by the Unit Owner of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights of subrogation.

8.6. Waiver of Claims. Except as otherwise provided, the Association agrees that it shall make no claim against a Unit Owner or Occupant, and each Unit Owner and Occupant agrees that it shall make no claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against any manager retained by the Board, or his or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a Unit or personal property therein, even if caused by the omission or neglect of any one or more of such persons and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

8.7. Right of Entry.

8.7.1 By the Association. The Association, and any person authorized by the Association, may enter any Unit or any of the Common Elements in case of any emergency or dangerous condition or a situation originating in or threatening that Unit or any of the Common Elements. The Association, and any person authorized by the Association, after reasonable notice to a Unit Owner or Occupant may enter that Unit or any of the Common Elements for purposes of performing any of the Association's duties or obligations or exercising any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other Unit, or the Common Elements. Notwithstanding Section 8.6, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Common Elements allocated to the Unit Owner.

8.7.2. By Unit Owners. Each Unit Owner and Occupant shall allow other Unit Owners and Occupants, and their representatives, to enter its Unit, when reasonably necessary for the purpose of altering, maintaining, repairing or replacing the Unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws of the Unit Owners or Occupant making such entry, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owners or Occupant whose Unit is to be entered. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 8.6, the person making such entry shall be responsible for repair of any damage caused by such person to the entered Unit.

8.8. Manager. The Association may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Project. All the powers and duties of the Association necessary or convenient for such maintenance and management may be delegated to and invested in the manager by the Board, except as are specifically required by this Declaration, the Bylaws, or the Act, to have approval of the Board or the Association. The manager is hereby further authorized to recommend the annual budget, and, upon approval thereof by the Board, collect assessments, subject always to the supervision and right of approval of the Board.

All other affairs of the Association shall be conducted by a Board who shall be designated as provided in the Bylaws of the Association.

8.9 Party Walls. Each wall which is built as part of the original construction of the improvements upon the Units and placed on the dividing line between the Units and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent to this Declaration and the Act, the general rules of law regarding party walls, lateral support in below-ground construction and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

8.10 The Declarant shall have unlimited rights and control of the Project during the Declarant Control Period.

ARTICLE IX

INSURANCE

Insurance coverage on the Property shall be governed by the following provisions:

9.1. Ownership of Policies. Insurance policies shall be purchased by the Board for the benefit of the Association and the Common Elements. Unit Owners must obtain insurance coverage at their own expense upon their own Unit, personal property, personal liability and business interruption and such other coverage as they may desire.

9.2. Coverage. All buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value. Such coverage shall provide protection against (i) loss by fire and other hazards covered by a standard extended coverage endorsement, (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, and (iii) workers' compensation insurance, if and to the extent required by law.

To the extent obtainable, public liability and property damage insurance in such limits as the Board may from time to time determine, shall be purchased, insuring each member of the Board; the manager, if any; and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents, and employees) arising out of or incident to the ownership and/or use of the Common Elements. The insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another insured. Such other insurance coverage shall also be obtained as the Board shall determine from time to time to be desirable and necessary.

9.3. Premiums. Premiums upon insurance policies purchased by the Board shall be paid by the Association and shall be a Common Expense.

9.4. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Board as insurance trustee under this Declaration. The sole duty of the Board as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated or stated in the Act or Bylaws and for the benefit of the Unit Owners and their mortgagees in the following shares:

(a) Proceeds on account of damage to Common Elements - shall be used to repair the damaged Common Elements. Excess proceeds shall be paid to the Association for payment of the Common Expenses.

(b) Proceeds on account of damage to Units shall be held in the following undivided shares: (i) when the building is to be restored - for the Unit Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which costs shall be determined by the Board; (ii) when the building is not to be restored - an undivided share for each Unit Owner, such share being the same as each Unit Owner's undivided interest in the Common Elements.

(c) In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

9.5. Carrier. The carrier of each type of insurance purchased by the Association shall be an insurance company authorized to do business in the State of North Carolina as selected, from time to time, by the Association.

9.6. Additional Coverage. Each individual Unit Owner shall be responsible for purchasing, at his own expense, including but not limited to, liability insurance with respect to his ownership an/or use of his Unit, coverage upon his own Unit and personal property, business interruption, fire and other hazards, mortgage insurance and such other insurance as the respective Unit Owner deems necessary or desirable. Any insurance procured by any Unit Owner shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of proceeds that would otherwise be payable on the insurance purchased by the Unit Owner, such Unit Owner shall be liable to the Association to the extent of such reduction and shall pay the amount of such reduction to the Association upon demand, and shall assign the proceeds of such reduction to the Association.

ARTICLE X

CASUALTY DAMAGE

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced and proceeds of insurance shall be used and applied in accordance with the provisions of Section 47C-3-113 of the Act.

ARTICLE XI

CONDEMNATION

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the same shall be repaired or restored and the awards paid on account thereof shall be used and applied in accordance with Section 47C-1-107 of the Act.

ARTICLE XII

TERMINATION

The Condominium may be terminated by the Declarant during the Declarant Control Period or by appropriate persons in compliance with Section 47C-2-118 of the Act. Except as

limited by Section 47C-2-118 of the Act, this Declaration may be terminated only by the affirmative vote of, or a written agreement signed by, Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated. No such termination shall be effective until recorded in the Office of the Register of Deeds of Wake County, North Carolina.

ARTICLE XIII

AUTHORITY TO MORTGAGE

The Declarant may enter into a mortgage of the Property during the Declarant Control Period. Any mortgage by the Association of the Common Elements shall have the assent of the Declarant during the Declarant Control Period or the Unit Owners to which at least seventy-five percent (75%) of the votes in the Association are allocated.

ARTICLE XIV

AMENDMENT

This Declaration may be amended by the Declarant during the Declarant Control Period or in compliance with Section 47C-2-117 of the Act. Except as limited by Section 47C-2-117 of the Act, this Declaration may be amended only by the affirmative vote of, or a written agreement signed by, Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. No such amendment shall be effective until recorded in the Office of the Register of Deeds of Wake County, North Carolina.

ARTICLE XV

RIGHTS OF FIRST MORTGAGEES, MISCELLANEOUS PROVISIONS

The following provisions shall take precedence over any other provisions of this Declaration and the Bylaws:

15.1. Availability of Condominium Documents, Books, Records and Financial Statements. The Association shall, upon request and during normal business hours, make available for inspection by Unit Owners and the mortgagees and his insurers and guarantors of a mortgage on any Unit, current copies of the Declaration, the Bylaws, other rules and regulations governing the Condominium and the books, records and financial statements, if any, of the Association. The Association shall, upon request and during normal business hours, make available for inspection by prospective purchasers of Units, current copies of the Declaration,

Bylaws, other rules and regulations governing the Condominium, and the most recent annual audited financial statement (if one is prepared).

15.2. Breach of Restrictions. In the event of a violation or a breach of any other restrictions contained in this Declaration or of any other covenants contained in this Declaration, the Bylaws or rules and regulations of the Association by any Unit Owner or Occupant, the Association shall have the right to proceed at law or in equity, or both, to compel compliance with the terms of or to prevent the violation or breach of this Declaration, the Bylaws, or rules and regulations of the Association. In addition to the foregoing, the Association, its Board or agents shall have the right, whenever there shall have been any violation of these restrictions, to enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Unit Owner, if after thirty (30) days written notice of such violation it shall have not been corrected by the Unit Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, or condition in this Declaration, the Bylaws, or rules and regulations however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

15.3. Right of First Refusal. The right of a Unit Owner to sell, transfer, mortgage or otherwise convey his interest in his Unit shall not be subject to any right of first refusal.

15.4. Rights of Mortgagee; Insurance Proceeds or Condominium Awards. With respect to mortgages held by or for the benefit of Mortgagees, no provision of this Declaration or the Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of a Mortgagee pursuant to its mortgage on said Unit Owner's Unit, in the cause of a distribution to said Unit Owner of insurance proceeds or condemnation awards for lessee to or a taking of Units and/or Common Elements.

ARTICLE XVI

UTILITY CHARGES

16.1. Water, Sewer and Trash Removal Charges. Water, sewer and trash removal charges relating to the Common Elements and each Unit shall be paid by the Association and shall be a Common Expense.

16.2. Electrical and Natural Gas Charges. Electricity and natural gas charges relating to each Unit shall be paid by the respective Unit Owners. Electricity and natural gas charges relating to the Common Elements shall be paid the Association and shall be a Common Expense.

ARTICLE XVII

GENERAL PROVISIONS

17.1. **Construction.** This Declaration shall be construed in accordance with the Act. If any provision of this Declaration is inconsistent with the Act, the Act shall control. In interpreting any and all provisions of this instrument, the exhibits attached hereto, and subsequent deeds and deeds of trust covering individual Units, the actual location of the Unit shall be deemed conclusively to be the Property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations from the locations indicated on the Plat, or in minor variations in the description of the Unit contained herein. To the extent that such minor deviations in location do or shall exist, a valid easement therefore and for the maintenance thereof does and shall exist.

17.2. **Invalidity.** The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

17.3. **Waiver.** No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17.4. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

17.5. **Law Controlling.** This Declaration and the Bylaws shall be construed and controlled by and under the laws of the State of North Carolina.

17.6. **Definition of Terms.** Any terms used herein which are defined in the Act shall have the meaning specified in said Act unless a contrary intent clearly appears.

17.7. **Warranties and Representations.** The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium documents, except as specifically set forth herein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of Common Expenses, taxes or other charges are based on information deemed reliable by the Declarant, and therefore accurate as a projection, but no warranty or guaranty is made or intended to be made, nor may one be relied upon.

17.9. Control of Parking. Notwithstanding Section 6.3.5, the Association shall have authority to regulate the parking of motor vehicles within the Property affected by their covenants and shall also have the authority to repair the parking areas within said Property.

17.10. Covenants. All provisions of this Declaration and exhibits attached hereto and amendments hereof, shall be construed to be covenants running with the land, and of every part hereof in interest therein, including but not limited to every Unit and the appurtenances thereto, including the Common Elements and every Unit Owner and claimant of this Property or any part thereof, or of any interest therein, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and exhibits annexed hereto and amendments therefor.

17.11 Records. The Association shall keep records in accordance with Section 47C-3-118 of the Act.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first written above.

ARBORS AT MYRON POINTE, LLC

By: Frankie W. Pendergraph
Frankie W. Pendergraph, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, certify that Frankie W. Pendergraph, the managing member of Arbors at Myron Pointe, LLC, personally came before me this day and acknowledged the execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 3 day of February, 2005.

Notary Public

Marilyn Hernandez

My commission expires 7-7-2007.

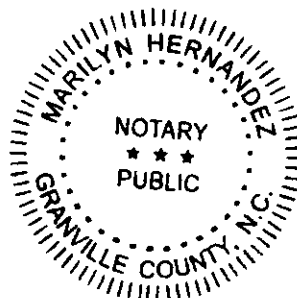


EXHIBIT A

Legal Description

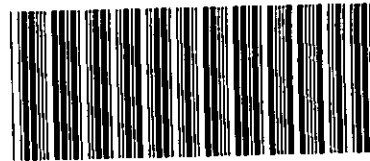
BEGINNING at an existing iron pin located in the eastern right-of-way line of Myron Drive, said pin being located South 17 deg. 39' 52" West 141.46 feet from a PK nail located at or near the intersection of the centerlines of Myron Drive and Harden Road; running thence along the eastern right-of-way line of Myron Drive the following three courses and distances: along a curve to the left with a radius of 1,098 feet and an arc length of 45.00 feet North 31 deg. 24' 27" East a chord distance of 45.00 feet to a new iron pin, North 30 deg. 14' 00" East 66.46 feet to a new iron pin and along a curve to the left having a radius of 783.33 feet and an arc length of 324.13 feet North 17 deg. 56' 06" East a chord distance of 321.82 feet to a new iron pin thence South 75 deg. 45' 00" East 244.93 feet to a new iron pin in the western right-of-way line of I-440 Cliff Benson Beltline; thence along the western right-of-way of the said I-440 Beltline along a curve to the right having a radius of 1,256.62 feet and an arc length of 313.87 feet South 23 deg. 08' 40" West a chord distance of 313.05 feet to a new iron pin; thence continuing along the western right-of-way of the said I-440 Beltline South 30 deg. 18' 00" West 189.15 feet to an existing iron pin; thence North 57 deg. 58' 00" West 206.35 feet to an existing iron pin in the eastern right-of-way line of Myron Drive, the point and place of BEGINNING, containing 2.341 acres, more or less, according to a survey prepared by S.D. Puckett & Assoc. Inc., dated August 8, 1998, File 980808F1, entitled "Survey for BG-ONE, LLC," and revised 5/11/99. Together with improvements located thereon; said property being located at 2216, 2300, 2304, and 2308 Myron Drive, Raleigh, North Carolina.

Together with an appurtenant sewer easement recorded in Deed Book 2020, Page 459, Wake County Registry, as shown in Book of Maps 1971, Page 99, Wake County Registry.

EXHIBIT B**SCHEDULE OF INTERESTS**

<u>UNIT DESIGNATION</u>	<u>INTEREST*</u>	<u>VOTES IN ASSOCIATION</u>
Building 2216 - Unit 101	1/34	1
Building 2216 - Unit 102	1/34	1
Building 2216 - Unit 201	1/34	1
Building 2216 - Unit 202	1/34	1
Building 2300 - Unit 003	1/34	1
Building 2300 - Unit 004	1/34	1
Building 2300 - Unit 101	1/34	1
Building 2300 - Unit 102	1/34	1
Building 2300 - Unit 103	1/34	1
Building 2300 - Unit 104	1/34	1
Building 2300 - Unit 201	1/34	1
Building 2300 - Unit 202	1/34	1
Building 2300 - Unit 203	1/34	1
Building 2300 - Unit 204	1/34	1
Building 2304 - Unit 003	1/34	1
Building 2304 - Unit 004	1/34	1
Building 2304 - Unit 101	1/34	1
Building 2304 - Unit 102	1/34	1
Building 2304 - Unit 103	1/34	1
Building 2304 - Unit 104	1/34	1
Building 2304 - Unit 201	1/34	1
Building 2304 - Unit 202	1/34	1
Building 2304 - Unit 203	1/34	1
Building 2304 - Unit 204	1/34	1
Building 2308 - Unit 003	1/34	1
Building 2308 - Unit 004	1/34	1
Building 2308 - Unit 101	1/34	1
Building 2308 - Unit 102	1/34	1
Building 2308 - Unit 103	1/34	1
Building 2308 - Unit 104	1/34	1
Building 2308 - Unit 201	1/34	1
Building 2308 - Unit 202	1/34	1
Building 2308 - Unit 203	1/34	1
Building 2308 - Unit 204	1/34	1

* Percentage of undivided interest in Common Expenses after conveyance of first Unit. Prior to the conveyance of the first Unit, Declarant retains 100% interest in all of the Project and the Property including all Units, Common Elements, and Common Expenses.



BOOK:011210 PAGE:00562 - 00585

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina – Wake County

The foregoing certificate ___ of _____

MARILYN Hernandez

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: *Frederick C. Bayman*
Assistant/Deputy Register of Deeds

This Customer Group

1 # of Time Stamps Needed

This Document

24 New Time Stamp
of Pages

BK011246PG01086

WAKE COUNTY, NC 745
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/01/2005 AT 15:52:54

WAKE COUNTY, NC 98
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/24/2005 AT 09:57:26
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$610
BOOK:011233 PAGE:01655 - 01657

BOOK:011246 PAGE:01086 - 01090

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 610.00

Parcel Identifier No. 0052661 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: HOLD: WILLIAM W MERRIMAN, III (BOX 140)

This instrument was prepared by: William W Merriman, III

Brief description for the Index: 114 Faircloth Street, Raleigh, NC

THIS DEED made this 18 day of FEBRUARY, 2005, by and between

GRANTOR

LEA H. WILLIAMS AND WIFE,
PHYLLIS WILLIAMS

GRANTEE

DIANE M. CORBIN

Address: PO Box 12303
RALEIGH NC 27605

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

RERECORDED TO ADD DESCRIPTION. William W Merriman, III
The property hereinabove described was acquired by Grantor by instrument recorded in Book 7125 page 904.

A map showing the above described property is recorded in Plat Book 1924 page 10.

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- 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: Lien of ad valorem taxes for 2005; Restrictions and Easements of record affecting said property.

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: _____

Lea H. Williams (SEAL)

LEA H. WILLIAMS

Phyllis Williams (SEAL)

PHYLLIS WILLIAMS

(SEAL)

(SEAL)

State of North Carolina - County of WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that LEA H. WILLIAMS AND WIFE,
PHYLLIS WILLIAMS 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 24 day of FEBRUARY, 20 05

My Commission Expires: 9/30/2008

William W. McPherson
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 (sole through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in his name, on his behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____

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.

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

BK011246PG01088

EXHIBIT "A"



BEING ALL OF LOTS 65 & 66 OF WILMONT SUBDIVISION AS MORE PARTICULARLY SHOWN AND DESCRIBED BY METES AND BOUNDS ON A MAP THEREOF WHICH APPEARS OF RECORD IN MAP BOOK 1924, PAGE 10, WAKE COUNTY PUBLIC REGISTRY, WHICH DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE THERETO. THIS IS THE SAME LAND WHICH WAS CONVEYED TO G. H. WRIGHT, JR. AND WIFE, MILDRED S. WRIGHT TO ELIZABETH FUSSELL AND KATHERINE FUSSELL LILES BY DEED DATED THE 28TH DAY OF MARCH 1940, WHICH DEED APPEARS OF RECORD IN DEED BOOK 833 AT PAGE 373 WAKE COUNTY PUBLIC REGISTRY, WHICH DEED AND THE DESCRIPTION CONTAINED THEREIN IS ALSO INCORPORATED HEREIN BY REFERENCE THERETO.

ALSO SEE DEED BOOK 7125, PAGE 0904, WAKE COUNTY REGISTRY.

BOOK:011233 PAGE:01655 - 01657

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ____ of WILLIAM W. MERRIMAN, III

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Carla J. Riddick

Assistant/Deputy Register of Deeds

This Customer Group

____ # of Time Stamps Needed

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____ New Time Stamp
3 # of Pages



BOOK:011246 PAGE:01086 - 01090

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate___ of _____

_____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

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_____ New Time Stamp
_____ # of Pages

BK011268PG02477

WAKE COUNTY, NC 66
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/18/2005 AT 09:19:03
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$900
BOOK: 011268 PAGE: 02477 - 02479

Prepared by: William T. Hutchins, Jr., 4011 University Drive, Suite 300, Durham, NC 27707
Return to: Grantee
Revenue Stamps: ~~NTA~~ \$900 —

STATE OF NORTH CAROLINA

SPECIAL WARRANTY DEED

COUNTY OF DURHAM

THIS DEED made this 17 day of March, 2005, by and between TRIANGLE INVESTMENT COMPANY, a North Carolina general partnership, hereinafter referred to as the "Grantor", and REA LAKE BOONE TRAIL, LLC, a North Carolina limited liability company, hereinafter referred to as the "Grantee", whose address is 3633 Chapel Hill Boulevard, Durham, North Carolina 27707.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, its successors and assigns, all that certain parcel of real property located in Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 1 of the Meredith Woods Professional Center, according to a plat thereof recorded in Book of Maps 1971, Page 99, Wake County Registry, and is also shown as a plat entitled "Meredith Woods Professional Center, Property of Albin W. Johnson, M.D., Lake Boone Trail, Raleigh, N.C.," dated January 27, 1977, prepared by Kenneth D. Close, Registered Surveyor.

TO HAVE AND TO HOLD the aforescribed parcel and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all

BK011268PG02478

persons claiming by, under or through Grantor, except for exceptions stated herein. Title to the
aforescribed parcel is conveyed subject to the following:

1. Ad valorem taxes for 2005 and subsequent years.
2. Deeds of Trust to Southland Associates, Inc., Trustee for Central Carolina Bank of
record at Book 11106 Page 1762 and Book 11108 Page 2461, Wake County Registry.
3. Easements and Rights-of-Way of record.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed under seal
the day and year first above written.

TRIANGLE INVESTMENT COMPANY (SEAL)

By: Charlene W. Hamlett
Charlene W. Hamlett,
Managing Partner/General Partner

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

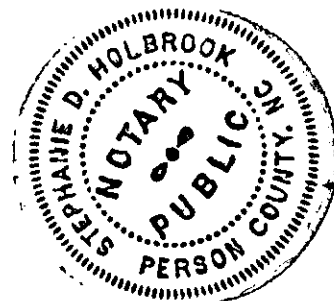
I, Stephanie D. Holbrook a Notary Public of the County and State aforesaid, certify that
CHARLENE W. HAMLETT personally came before me this day and acknowledged that she is the
Managing Partner/General Partner of TRIANGLE INVESTMENT COMPANY, a North Carolina
general partnership, and that by authority duly given and as an act of the partnership, has signed the
foregoing instrument in its name and on behalf of the partnership.

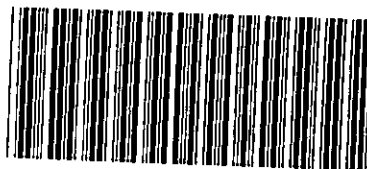
Witness my hand and official stamp or seal, this 17th day of MARCH, 2005.

Stephanie D. Holbrook
Notary Public

My Commission Expires: May 24, 2006

(SEAL)





BOOK:011268 PAGE:02477 - 02479

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of Stephanie D Holbrook

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: George W. Patten
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

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_____ New Time Stamp
_____ # of Pages

BK011268PG02480

WAKE COUNTY, NC 67
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/18/2005 AT 09:19:03

BOOK:011268 PAGE:02480 - 02492

Prepared by and return to William T. Hutchins, Jr., Kennon, Craver, Belo, Craig & McKee, PLLC, 4011 University Drive, Suite 300, Durham, NC 27707.

STATE OF NORTH CAROLINA

DECLARATION OF

COUNTY OF WAKE

3701 LAKE BOONE TRAIL CONDOMINIUM

This Declaration is made on this 25th day of February, 2005 by REA LAKE BOONE TRAIL, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant". Declarant hereby states and declares:

WITNESSETH:

WHEREAS, Declarant is the owner of that tract of real estate in Wake County, North Carolina shown as Lot 1 by plat of survey of record at Book of Maps 1971, Page 99, Wake County Registry, hereinafter referred to as "the Property"; and

WHEREAS, Declarant desires and intends to convert the Property into a condominium pursuant to N.C.G.S. Chapter 47C; and

WHEREAS, Declarant also desires and intends to subject the Property to certain covenants, conditions and restrictions to be binding upon all owners of any interest in the condominium and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns; and

NOW, THEREFORE, pursuant to N.C.G.S. § 47C-2-101, Declarant hereby executes this Declaration to create 3701 Lake Boone Trail Condominium, and declares that henceforth the condominium and all units thereof shall be held and owned subject to the following terms, provisions, covenants, conditions and restrictions, which shall be binding upon all owners of any unit of the condominium and their lessees, guests, mortgages, heirs, executors, administrators, successors and assigns:

1. Definitions. The definitions set forth in N.C.G.S. § 47C-1-103 shall apply to this Declaration and are incorporated herein, except that the terms listed below shall have the specific meanings stated:

(a) "Association" shall mean 3701 Lake Boone Trail Condominium Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

(b) "Allowable Signage" shall mean the signage allowable under this Declaration and under all applicable laws and regulations.

(c) "Declarant" shall mean REA LAKE BOONE TRAIL, LLC, its successors and assigns.

(d) "Declaration" shall mean this Declaration of 3701 Lake Boone Trail Condominium.

(e) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) 120 days after the conveyance of sixty seven percent (67%) of the units to unit owners other than the Declarant; (ii) two (2) years after the Declarant has ceased to offer units for sale in the ordinary course of business; or (iii) the date upon which Declarant voluntarily surrenders control of the Condominium to the Association.

2. Name. The name of the condominium created by this Declaration is "3701 Lake Boone Trail Condominium."

3. Maximum Number of Units. The number of presently existing units is three (3). The Declarant, as a development right reserved pursuant to NCGS §47C-2-105(a)(8), reserves the right, pursuant to Section 13 hereunder, to subdivide any unit owned by Declarant. Therefore, the maximum number of units which the Declarant will create at any time is twelve (12).

4. Description of Units. The presently existing three (3) units are contained in the three-story building located on the Property. The units within the building are more fully described and depicted by those plans entitled "3701 Lake Boone Trail Condominium" of record at Condominium Book 2005, Pages ~~373A1-45~~ Wake County Registry, which plans are incorporated herein and are hereinafter referred to as "the Plans." The identifying number for each unit is as shown on the Plans.

5. Boundaries of Units. The horizontal boundaries of each unit are the interior walls as shown on the Plans. The vertical boundaries of each unit are the interior surfaces of its ceilings and floors as shown on the Plans. Any lath, furring, wallboard, drywall, plaster, paneling, tiles, wallpaper, paint, finished flooring, or any other interior wall or ceiling finish, or floor finish, shall be considered within the boundaries of the unit. All spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are part of that unit. In determining whether materials or items are common elements, limited common elements or

parts of a unit, the terms and provisions of N.C.G.S. § 47C-2-102 shall apply, and are incorporated herein.

6. Limited Common Elements. A limited common element is a common element that is allocated exclusively to one unit by this Declaration. Limited common elements shall be maintained according to the provisions set forth in subsection 11(f) below. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partly within and partially outside the unit boundaries, any portion thereof serving only that unit is a limited common element allocated exclusively to that unit; however, if such fixture serves more than one unit, it is a common element. Any shutters, awnings, window boxes, doorsteps, stoops, decks, porches, balconies, patios, and all exterior doors and windows designed to serve a single unit but located outside that unit's boundaries are limited common elements allocated exclusively to that unit. In addition, any part of a heating, ventilation and air conditioning system exclusively serving a unit that is located outside of the boundaries of the unit that it serves exclusively is a limited common element to be allocated exclusively to that unit. In determining whether materials or items are limited common elements and how they should be allocated or reallocated, the terms and provisions of N.C.G.S. § 47C-2-102 and § 47C-2-108 shall apply, and are incorporated herein.

7. Development Rights and Development Plan. The Declarant reserves no right to add additional units to 3701 Lake Boone Trail Condominium beyond the twelve (12) units detailed in Section 3.

8. Special Declarant Rights. The Declarants reserves the following Special Declarant Rights, which shall apply to all of the Property and which must be exercised within two (2) years of the date of recording of this Declaration:

- (a) To complete all improvements shown on the Plans;
- (b) To maintain signs advertising the condominium on the common elements;
- (c) To use any unit it owns as a sales model; and
- (d) To appoint or remove any officer or member of the executive board of the Association during the Period of Declarant Control, subject to the limitations stated in N.C.G.S. § 3-103(d) and (e), which are incorporated herein.

9. Reservation of Easements. Pursuant to N.C.G.S. § 47C-2-116, the Declarants hereby reserve unto themselves, their successors and assigns, such easements over all of the common elements of the condominium as may be reasonably necessary to complete construction and fulfill all its other obligations with respect to the three (3) units specified in Sections 3 and 4 above, and the Special Declarant Rights specified in Section 8 above.

10. Allocated Interest. The allocated interest of the title and interest appurtenant to each unit and the unit owner's title and interest in the common elements of the Condominium and the proportionate share in the revenues, if any, and common expenses as well as the

proportionate representation for voting purposes in meetings of the Association shall be the fraction having a numerator that is the square feet contained in that unit and a denominator that is the total square feet of all the units. For the purposes of computing the aforesaid share, the square feet in each unit is as set forth on the Plans.

11. 3701 Lake Boone Trail Condominium Association. Every unit owner shall be a member of the Association. Ownership of a fee interest in a unit shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The basic purposes and duties of the Association shall be to manage the condominium pursuant to the terms and provisions of Article 3 of Chapter 47C of the North Carolina General Statutes, this Declaration, any Bylaws promulgated by the Association, and any Rules and Regulations promulgated by the Association or its executive board; and to promote and to protect the enjoyment and beneficial use and ownership of the units. The Association shall have all of the powers stated in N.C.G.S. §47C-3-102, the terms and provisions of which are incorporated herein. The Association shall also have the power to enforce in its own name the terms and provisions of this Declaration, any Bylaws promulgated by the Association, and any Rules and Regulations promulgated by the Association or its executive board. In addition, the Association shall have the power to:

- (a) Adopt and amend bylaws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- (c) Hire and terminate managing agents and other employees, agents, and independent contractors;
- (d) Institute, defend or intervene in its own name in litigation or administrative proceedings on matters affecting the condominium;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of common elements;
- (g) Cause additional improvements (including without limitation parking decks and related facilities) to be made as a part of the common elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to N.C.G.S. § 47C-3-112;
- (i) Grant easements, leases, licenses, and concessions through or over the common elements;

(j) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to unit owners;

(k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed one hundred fifty dollars (\$150.00) for violations of the declaration, bylaws, and rules and regulations of the Association;

(l) Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates or statements of unpaid assessments;

(m) Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees and agents;

(n) Exercise all other powers that may be exercised in North Carolina by a nonprofit corporation; and

(o) Exercise any other powers necessary and proper for the governance and operation of the Association.

12. Restrictions on Use. The Condominium shall be subject to the following restrictions on use:

(a) No residential activities shall be conducted in or from any unit.

(b) Noxious, offensive, or loud activities shall not be conducted within any unit. Each unit owner shall refrain from any use of his or her unit which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other unit owner or occupant.

(c) All governmental codes, regulations, zoning ordinances and other ordinances applicable to a unit shall be observed.

(d) No animals of any kind shall be kept within any unit or on any of the common elements of the condominium.

(e) No sign shall be exhibited on or from any unit.

(f) No portion of the Common Elements shall be used for promotional events, except as previously approved by the Association;

(g) No portion of the Common Elements shall be used for the storage of supplies, trash or refuse of any kind, except that common trash receptacles may be placed at various locations on the Common Elements at the sole discretion of the executive committee; or

(h) There shall be no obstruction of sidewalks, yards, driveways, or parking areas in any way, or used for other than their intended purposes.

13. Subdivision of Units. A unit may be subdivided into two or more units. Upon application of a unit owner to subdivide a unit, the Association, at the expense of the unit owner, shall prepare, execute, and record an Amendment to the Declaration, including the plats and plans, subdividing that unit. The Amendment to the Declaration must be executed by the owner of the Unit and must provide for those items required by NCGS §47C-2-113 including, without limitation, a reallocation of the allocated interest formerly allocated to the subdivided unit. Notwithstanding any provision to the contrary contained herein, such amendment does not require the approval of any unit owner other than the unit that is subdivided.

14. Common Areas.

(a) Parking. Each floor of the building shall be allocated one-third (1/3) (21 spaces) of the available parking spaces located within the Condominium. Such parking shall be on a "first-come, first serve" basis subject to the right of the Association to designate parking spaces from time to time. The executive board of the Association in its reasonable discretion may, but is not required to, assign and reserve particular spaces for the unit owners and/or to impose limits with respect to the number of parking spaces each unit owner may utilize at any one time. The executive board of the Association shall designate specific parking spaces to be used solely by handicapped persons in accordance with applicable laws. Each unit owner may utilize other spaces that are not assigned to a specific unit owner that may be provided within parking areas within the Property, if any, pursuant to any rules or regulations promulgated by the Association and subject to any limitations imposed by the executive board of the Association. The Association shall have the authority to restrict parking of motor vehicles within the Property and shall also have the authority to repair the parking area within the Property, the cost of which shall be included in the common expenses. Notwithstanding the foregoing, the executive board of the Association shall not decrease the number of any parking spaces assigned and/or reserved to any unit without the consent of the owner of said unit.

(b) Signage. Each floor of the building shall be allocated one-third (1/3) of the Allowable Signage located within or upon any common element. All such Allowable Signage shall be maintained by the Association, shall be approved by the consent of the executive board of the Association, and shall be displayed and maintained in conformity with all applicable governmental regulations. Notwithstanding the foregoing, no signage allocated to any unit shall be required to be modified without the consent of the unit owner to which such signage is allocated unless such modification is required by an applicable governmental authority.

(c) Easements to Access. Each unit shall be subject to non-exclusive appurtenant easements for ingress, regress and egress to and from any area which cannot be accessed without crossing through a unit. Such easements shall only be utilized in a reasonable manner which does not unreasonably interfere with the use of the units.

15. Maintenance and Assessments. The Association shall maintain all of the common elements of the condominium and any easements in favor of the Property to the extent required of the Association by any maintenance agreements or easements of record. The Association shall also pay for any utilities (including without limitation water, electricity and gas) which are not separately metered for each unit. The Association shall assess all of the units for the costs of such utilities and maintenance as follows:

(a) Regular Assessment. The Association shall establish an adequate reserve fund for the normal operating costs such as utilities, janitorial, landscaping, insurance and for the periodic maintenance, repair, and replacement of the common elements. The Association shall charge each unit periodically, as determined by its executive board, but at least annually, a Regular Assessment as its share of the common expenses and its contribution to the reserve fund.

(b) Special Assessments. In addition to the Regular Assessments authorized in subsection (a) above, the Association may charge each unit, in any fiscal year of the Association, a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction of a capital improvement upon and to any part of the common elements, including fixtures and personal property related thereto; provided that any such Special Assessment must be approved by the affirmative vote of all units, cast in person or by proxy at a meeting duly held in accordance with the bylaws of the Association. If authorized by the Association, unit owners may pay the Special Assessments in installments, as determined by its executive board, provided that an installment payment is made at least annually.

(c) Rates of Regular and Special Assessments. Regular and Special Assessments shall be assessed against all units prorata on an equal per square foot basis.

(d) Commencement of Regular and Special Assessments. Each unit shall be and become subject to Regular and Special Assessments from and after the date of recording of this Declaration.

(e) Initial Assessments. In order to provide initial operating funds for the Association, each unit shall be assessed an Initial Assessment at the time of first occupancy of the unit. The Initial Assessment shall be due and payable at closing on sale of the unit to the first unit owner who intends to occupy the unit or lease the unit for occupancy. The amount of the Initial Assessment shall be an amount equal to four (4) months Regular Assessment for each unit. The Initial Assessment due from each unit pursuant to this subsection shall be in addition to all other assessments created hereunder, and shall not be credited against any other assessment.

(f) Maintenance of Limited Common Elements. Each unit owner shall be directly responsible for the payment of any expense associated with the maintenance, repair, or replacement of a limited common element, the definition of which is set forth in Section 6

above.

(g) Assessments for Fines. The Association may assess individual units for any fines owed to the Association by the owner(s) of the unit for violation of this Declaration or any Bylaws or Rules and Regulations promulgated by the Association. Any such fine shall not exceed the maximum rate which is set by the Association which does not exceed the maximum rate allowed by law.

(h) Certificates of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether all assessments against a specified unit have been paid. A properly executed certificate of the Association as to the status of assessments against a unit shall be binding upon the Association as of the date of its issuance.

(i) Payment and Collection of Assessments. Each of the applicable assessments described above, together with interest thereon and the costs of collection thereof, including reasonable attorney's fees, and together with late fees, if any, shall be a lien upon each unit and the personal obligation of all of the owners of such unit. Assessments shall be paid in such manner and on such dates as the executive board of the Association may establish, which may include discounts for early payment, reasonable late fees for late payment and special requirements for unit owners with a history of late payment. No unit owner may exempt himself from liability for assessments by non-use of common elements, abandonment of his unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each unit owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association. Any assessment against any unit which remains unpaid for a period of thirty (30) days after delivery of a request for payment thereof shall be past due, and interest shall accrue on any unpaid amount from the date that it became past due at the rate of twelve percent (12.00%) per annum. The Association shall have the power to take whatever action is necessary, at law or in equity, to collect any past due assessment, together with interest, late fees and costs of collection, including reasonable attorney's fees. When an assessment becomes past due, the lien created hereunder may be filed by the Association against the delinquent unit and unit owner in the office of the Clerk of Superior Court of Wake County. The lien may be foreclosed by the Association in like manner as a mortgage on real estate under power of sale pursuant to Article 2A of Chapter 45 of the North Carolina General Statutes.

(j) Subordination of Lien to First Mortgages. The lien created by subsection (h) above shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the lien of any assessment, except that the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessment against the unit that first became due prior to such sale or transfer.

16. Insurance. The Association shall purchase, maintain in force and administer insurance coverage as provided by N.C.G.S. § 47C-3-113, the terms and provisions of which are incorporated herein. In addition, the Association shall meet the following requirements regarding insurance:

(a) Property Insurance. All common elements of the condominium (including all limited common elements), except land, excavations, foundations and other items normally excluded by property insurance policies, shall be insured by the Association in an amount equal to at least one hundred percent (100%) of their insurable replacement value, less a commercially reasonable deductible amount, as determined annually by the Association, with the assistance of the insurance company underwriting the coverage. Such coverage shall provide protection against loss or damage by fire and other hazards or risks covered by a standard extended coverage endorsement.

(b) Liability Insurance. The Association shall acquire and maintain in full force and effect a policy of insurance which insures the Association against any liability arising out of the use, ownership, maintenance and control of the common elements, any commercial space leased or owned by the Association and any public rights-of-way within the Property, with limits of liability therefore of not less than One Million Dollars (\$1,000,000.00) per occurrence, which policy shall include an endorsement to cover liability of the Association to a single unit owner.

(c) Other Insurance. There may also be obtained such other insurance coverage as the Association shall from time to time determine to be desirable and necessary.

(d) Waiver of Subrogation. All policies of insurance required to be carried hereunder shall contain waivers of subrogation.

(e) Fidelity Insurance or Bond. All persons or entity responsible for or authorized to expend funds or otherwise deal in the assets of the Association shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or its agent at any given time during the term of the bond (however, in no event shall the amount of the bond be less than a sum equal to three (3) months aggregate assessments against all units plus reserve funds). The Association may waive the requirement to be bonded if the executive board of the Association is satisfied with the credentials of the person/s or entity described herein.

(f) Qualifications of Insurance Carriers. The Association shall obtain the insurance coverages specified herein only from carriers licensed and admitted to transact business in North Carolina and which have received an A- or better by the latest edition of A.M. Best's Insurance Rating Service.

(g) Proceeds. All contracts of property insurance purchased by the

Association shall be for the benefit of all of the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association or its authorized representative as insurance trustee under this Declaration. Each unit owner and his mortgagee, if any, shall be beneficiaries of each insurance policy in the percentage of the unit owner's undivided interest in the condominium. The sole duty of the Association or its authorized representative as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein. Subject to the provisions of N.C.G.S. § 47C-3-113, proceeds of insurance received by the insurance trustee shall be distributed to or for the benefit of the beneficiaries in the following manner:

(i) Proceeds shall first be paid to cover the cost of reconstruction and repair of any damage covered;

(ii) Proceeds shall then be paid to the trustee to reimburse it for costs reasonably incurred in discharging its duties as trustee; and

(iii) Any remaining proceeds shall then be distributed to the beneficiary or beneficiaries of the trust, as their interests may appear.

17. Availability of Documents and Records of the Association. The Association shall make reasonably available for examination true copies of this Declaration and of all bylaws, rules and regulations, books, records and current financial statements of the Association, to the following: (a) unit owners and their agents and mortgagees, and (b) contract purchasers of units and their agents and prospective mortgagees.

18. Notices to Lenders. Upon written request from any entity holding, insuring or guaranteeing a mortgage against any unit of the condominium, the Association shall provide the requesting entity with timely written notice of:

(a) Any proposed amendment to this Declaration;

(b) Any proposed termination of the condominium;

(c) Any condemnation of or loss, destruction or damage to the condominium which affects a material portion of the condominium or any unit against which there is a mortgage held, insured or guaranteed by the requesting entity;

(d) Any delinquency of sixty (60) days or more in payment of any assessments due from the owner(s) of any unit against which there is a mortgage held, insured or guaranteed by the requesting entity; and

(e) Any lapse, cancellation or material modification of any insurance coverage held by the Association.

19. General Provisions.

(a) Parties Bound. All persons and entities acquiring any interest in any of the units, including but not limited to lessees, shall be bound by the provisions of this Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the units, shall likewise be bound.

(b) Duration. The provisions of this Declaration shall run with and bind the Property perpetually, unless rescinded pursuant to subsection (c) below.

(c) Amendment or Rescission. Except as provided herein, this Declaration may be amended or rescinded only by a written instrument executed by the Association and authorized by the unanimous affirmative vote of all of the units, cast in person or by proxy at a meeting duly held in accordance with the bylaws of the Association. Any amendment or rescission must be recorded at the Wake County Registry to be effective.

(d) Enforcement. The Declarant, any unit owner and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and obligations imposed by this Declaration. The Declarant, the Association, or any unit owner may bring any action necessary to enjoin any violation or breach of the provisions of this Declaration, and/or to recover damages therefor. The Declarant, the Association, and/or any unit owner shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating unit owner(s).

(e) Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

(f) Interpretation and Severability. This Declaration shall be interpreted to be consistent with the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes (the "Act"). To the extent that this Declaration is inconsistent with the Act or is silent on a matter addressed by the Act, the Act shall control. Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

(g) Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit, or describe the scope of any provision of this Declaration.

(h) Law Controlling. This Declaration shall be construed and governed pursuant to the laws of North Carolina.

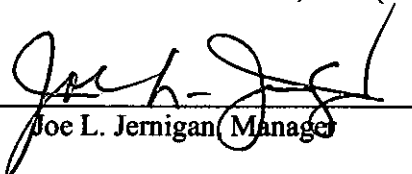
(i) References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of

such provision.

(j) Condemnation. In the event of an action for eminent domain or the condemnation of all or a portion of the Property, the award for such taking shall be distributed in accordance with the procedure set forth in N.C.G.S. § 47C-1-107.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal on the date shown above.

REA LAKE BOONE TRAIL, LLC (SEAL)

By: 
Joe L. Jernigan, Manager

STATE OF NORTH CAROLINA

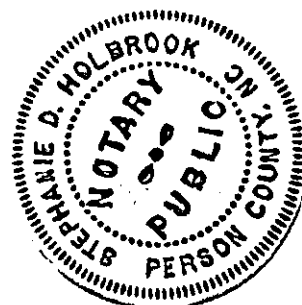
COUNTY OF Durham

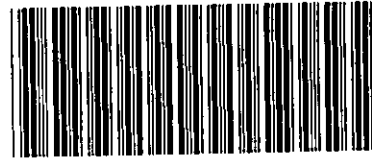
I, Joe L. Jernigan, a Notary Public for said County and State, do hereby certify that JOE L. JERNIGAN, Manager of REA LAKE BOONE TRAIL, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and notarial stamp/seal, this 25 day of February, 2005.

Stephanie D. Holbrook
Notary Public

My Commission Expires: May 24, 2006





BOOK:011268 PAGE:02480 - 02492

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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of Stephanie D Holbrook

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: George W. Riddick

Assistant/Deputy Register of Deeds

This Customer Group

____ # of Time Stamps Needed

This Document

____ New Time Stamp
____ 13 # of Pages

BK011272PG02231.

WAKE COUNTY, NC 7
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/22/2005 AT 08:47:18

BOOK:011272 PAGE:02231 - 02234

Excise Tax: \$0 - Gift

Mail to: R. Daniel Brady, 2301 Sugar Bush Road, Suite 450, Raleigh, NC 27612
Prepared By: R. Daniel Brady (without search)

Brief description for the Index: 3201 Caldwell Drive, PIN 000033674

NORTH CAROLINA QUITCLAIM DEED OF CORRECTION

THIS DEED, made the 21 day of March, 2005, by and between Edward O'Neill Howe and wife, Mickey C. Howe (hereinafter referred to as "Grantor") unto Peggy O. Howe, Trustee, or successor Trustee(s) of the Peggy O. Howe Revocable Trust Agreement dated the 2nd day of December, 1999, having an address of 3201 Caldwell Drive, Raleigh, NC 27607.

WITNESSETH:

THAT Grantor has and by these presents does grant, bargain, sell and convey to Grantee that parcel of land (hereinafter the "Property") located in Raleigh, Wake County, North Carolina and fully described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made subject to restrictive covenants recorded in Deed Book 1611, Page 383, Wake County Registry; a ten-foot drainage easement along the Southern Lot line, and a portion of a 20-foot sewer easement crossing the Northeastern corner of the above described lot, all as shown on the aforesaid recorded map; and rights-of-way of record, if any.

This property was acquired by Grantor by instrument recorded in Book 3188, Page 389, Wake County Registry.

The purpose of this Deed is to correct the transfer of property by instrument recorded in Book 3188, Page 389, Wake County Registry.

TO HAVE AND TO HOLD the Property, and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

The Trustee and successor Trustee(s) shall have full power and authority to convey the whole or any part of

BK011272PG02232.

said property or any right or interest therein by deed, mortgage, deed of trust, lease or other instrument in writing, and it shall not be necessary to record the Trust Agreement under which it is acting as Trustee, nor shall anyone dealing with the Trustee be required to examine the said Trust Agreement, and no one dealing with the Trustee shall be required to see to the application of any money paid to the Trustee.

The designation "Grantor" and "Grantee", as used herein, shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter, as required by context.

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

Edward O'Neill Howe (SEAL)
Edward O'Neill Howe

Mickey C. Howe (SEAL)
Mickey C. Howe

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that **Edward O'Neill Howe and wife, Mickey C. Howe** 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 March, 2005.

Susan A. Boeggeman
Notary Public

My Commission expires: _____

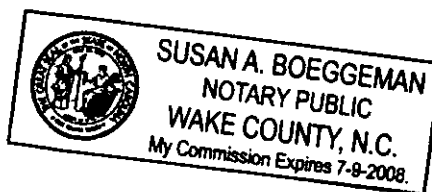
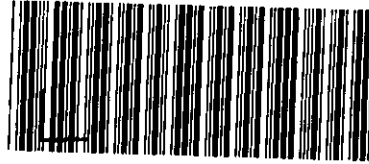


EXHIBIT A

BEGINNING at a stake in the Southwestern line of The Cul-de-sac at the Southern end of Caldwell Drive, said stake marking a common corner of Lots 25 and 26, Block A, on map to which reference is hereinafter made; runs thence along the Southern line of said Cul-de-sac in an eastern direction on a 50-foot radius curve to the left 59.75 feet to a stake, a common corner of Lots 26 and 27; runs thence along the dividing line between Lots 26 and 27 South $28^{\circ} 14'$ East 253.85 feet to a stake, another common corner of Lots 26 and 27; runs thence North $70^{\circ} 50'$ West 284.96 feet to a stake, another common corner of Lots 25 and 26; runs thence along the dividing line between Lots 25 and 26 North $35^{\circ} 24'$ East 161.30 feet to the point of BEGINNING, and being Lot 26, Block A, Meredith Woods Subdivision, Section One, according to map recorded in Book of Maps 1964, at page 70 of the Wake County Registry.



BOOK:011272 PAGE:02231 - 02234

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of Susan A. Boeggeman

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Carol D. Brown

Assistant/Deputy Register of Deeds

This Customer Group

____ # of Time Stamps Needed

This Document

____ New Time Stamp

____ # of Pages

BK011368PG01475

WAKE COUNTY, NC 209
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/20/2005 AT 11:03:17
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$1380
BOOK:011368 PAGE:01475 - 01479

WAKE COUNTY, NC 696
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/06/2005 AT 16:19:28

BOOK:011350 PAGE:00350 - 00353

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 1,380.00 ARR

Parcel Identifier No. 0141457 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Timmy Rogers

This instrument was prepared by: J. Craig Kiser, Esq. (without title examination)

Brief description for the Index: _____

THIS DEED made this _____ day of _____, 2005, by and between

GRANTOR

CHEROKEE LAND COMPANY, LLC

GRANTEE

THE STATE OF NORTH CAROLINA
1321 Mail Service Center
Raleigh, North Carolina 27669

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Being an approximate 2.972-acre tract or parcel of land identified as Lot 9 on the survey plat entitled "Cherokee Industrial Park," prepared by Walter B. Bunn, dated 9-13-82, recorded in Plat Book 1983, Page 204, Wake County Registry

This Deed is being RE-recorded to correct Amount of Revenue Stamp. James R. Rogers III 5-20-05

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

A map showing the above described property is recorded in Plat Book 1983 page 204.

BK011368PG01476

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 Exhibit "A" attached hereto and incorporated herein by reference.

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

CHEROKEE LAND COMPANY, LLC (Entity Name) (SEAL)

By: [Signature] (SEAL)
Title: Manager

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

USE BLACK INK ONLY



State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Thomas F. Darden 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 May, 2005

My Commission Expires: 04/07/09 Andrea P. Meli
Notary Public



State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Thomas F. Darden personally came before me this day and acknowledged that he is the Manager of Cherokee Land Company, LLC, 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 forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 6th day of May, 2005

My Commission Expires: April 07, 2009 Andrea P. Meli
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.

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

BK011368PG01477

EXHIBIT "A"

1. The lien of all taxes for the year 2005 and thereafter, which are not yet due and payable
2. Declaration dated February 11, 1983 and recorded February 16, 1983 in Book 3089, Page 507, Wake County Registry.
3. That portion of a twenty foot (20') private water easement located along that portion of the property line as shown on Book 1983, Page 204, Wake County Registry.
4. That portion of a twenty foot (20') drainage easement located along that portion of the property line and across the northern portion of the property as shown on Book 1983, page 204.
5. Terms, conditions and stipulations of those Agreements with the State Highway Commission recorded in Book 1532, page 171 and Book 1541, Page 194, Wake County Registry.
6. Notation on the plat recorded in Book 1983, Page 204, Wake County Registry stating that, "the developer, its heirs, assigns, and successors agree not to request any sewer service improvements from the City of Raleigh."
7. Any other restrictions, easements and rights-of-way of record, if any.

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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of Andrea P. Meli

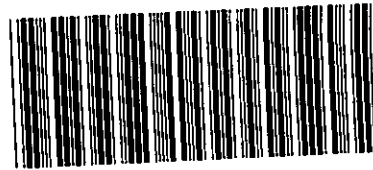
____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: *[Signature]*
Assistant/Deputy Register of Deeds

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_____ # of Pages



BOOK:011368 PAGE:01475 - 01479

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina – Wake County

The foregoing certificate____ of _____

_____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

This Customer Group
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_____ # of Pages

WAKE COUNTY, NC 1139
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/27/2005 AT 16:07:03
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$390
BOOK:011384 PAGE:01137 - 01140

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 390.00

Parcel Identifier No. 0021896 Verified by _____ County on the _____ day of _____, 20____
By: _____Mail/Box to: GRANTEEThis instrument was prepared by: Andrew S. Martin, 1026 Washington Street, Raleigh, NC 27605Brief description for the Index: LT 39 & SMALL PART OF 40, BLK A, SEC ONE, MEREDITH WOODSTHIS DEED made this 27th day of May, 2005, by and between

GRANTOR	GRANTEE
MARION J. HOOKS, unmarried	ROBERT G. STEFFEY and spouse, JILL H. STEFFEY <u>2100 Charlotte Court</u> <u>Raleigh, NC 27607</u>

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 RALEIGH, _____ Township, WAKE County, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2744 page 546.

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: Restrictions, easements and rights of way of record, and 2005 ad valorem taxes and subsequent years not yet payable.

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

(Entity Name)

*Marion J. Hooks by
Coye Pendergrass her attorney-in-fact* (SEAL)
MARION J. HOOKS by Coye Pendergrass
her attorney-in-fact

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

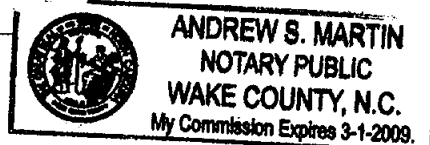
NORTH CAROLINA, WAKE COUNTY

I, Andrew S. Martin, Notary Public of the County and State aforesaid, do hereby certify that **Coye Pendergrass**, attorney-in-fact for, **Marion J. Hooks**, personally appeared before me this day, and being by me duly sworn, says that (s)he executed the foregoing and annexed instrument for and in behalf of **Marion J. Hooks** and that the authority of said attorney-in-fact to execute and acknowledge said instrument is contained in a Power of Attorney duly executed and acknowledged, and recorded in the Office of the Register of Deeds of Wake County in Book 11191, Page 1965, and that the foregoing and annexed instrument was executed under and by virtue of the authority given to said attorney-in-fact by said Power of Attorney; that the said **Coye Pendergrass** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of **Marion J. Hooks**.

This 27th day of May, 2005.

Andrew S. Martin
Notary Public

My Commission Expires: _____



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. 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

EXHIBIT A

TRACT I: Being all of Lot 39, Block A, Meredith Woods Subdivision, Section One, according to plat recorded on Book of Maps 1964, Page 70, Wake County Registry .

TRACT II: Being a small triangular portion of Lot 40, Block A, Meredith Woods Subdivision, Section One, according to plat recorded in Book of Maps 1964, Page 70 and being more particularly described as follows:

BEGINNING at a point in the east line of East Charlotte Court, common corner of Lots 39 and 40 according to plat hereinabove referred to thence with the dividing line between lots 39 and 40 according to plat hereinabove; North 79 degrees 25 minutes East 70.93 feet to a new iron pipe; thence a new line through Lot 40 according to plat hereinabove referred to South 88 degrees 46 minutes East 73.34 feet to a new point in the east line of East Charlotte Court 12.02 feet to the point of beginning.



BOOK:011384 PAGE:01137 - 01140

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of Andrew S Martin

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: James Morgan
Assistant/Deputy Register of Deeds

This Customer Group

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____ New Time Stamp
4 # of Pages

BK011467PG00657

WAKE COUNTY, NC 452
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/14/2005 AT 13:49:46

WAKE COUNTY, NC 1123
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/29/2005 AT 16:30:36
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$520
BOOK:011440 PAGE:02019 - 02021

BOOK:011467 PAGE:00657 - 00661

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 520.00

Parcel Identifier No. 0017539 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: ~~Satisky & Silverstein, 900 Ridgefield Dr., Ste. 250, Raleigh, NC 27609~~ Box #17 Scott Bersley

This instrument was prepared by: Satisky & Silverstein, 900 Ridgefield Dr., Ste. 250, Raleigh, NC 27609

Brief description for the Index: LT 67-68 & PART 69, WILMONT SUBDIVISION

THIS DEED made this 29th day of June, 2005, by and between

GRANTOR	GRANTEE
Matthew T. Lada and wife, Laura S. Lada, formerly known as Laura S. Pryzwansky	Todd C. Pfrommer 116 Faircloth Street Raleigh, NC 27607

THE PURPOSE OF RE-RECORDING THIS DEED IS TO ADD THE LEGAL
DESCRIPTION. Scott D Bersley, Attorney

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:
See Exhibit "A" attached hereto

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8574 page 1913.

A map showing the above described property is recorded in Plat Book 1924 page 10.

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

BK011467PG00658

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:

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

(Entity Name)

Matthew T. Lada (SEAL)

By: _____
Title: _____

Laura S. Lada (SEAL)

By: _____
Title: _____

By: _____
Title: _____

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Matthew T. Lada and Laura S. Lada formerly known as Laura S. Pryzwansky 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 21st day of JUNE, 2005.

My Commission Expires: 6/22/2007

Notary Public

State of North Carolina - County of _____

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

503

Attached "A"

BEGINNING at a point in the eastern margin of Faircloth Street, the northwest corner of Lot 66, and running thence Northward with said eastern margin 110 feet to a point; thence along a line parallel with, and 10 feet South of, the common line between Lots 69 and 70, Eastwardly 175 feet to a point in the western line of Lot 128, said point being 10 feet South from the northwest corner of Lot 128; thence Southwardly with the western lines of Lots 128, 129, and 130, 110 feet to a point, the northwest corner of Lot 131 and the northeast corner of Lot 66; and thence with the northern line of Lot 66, Westwardly 175 feet to the point and place of BEGINNING Being all of Lots 67, 68, and the southernmost 30 feet of Lot 69, WILMONT SUBDIVISION, as per map thereof recorded in Book of Maps 1924, page 10, Wake County Registry, all Lots referred to herein being Lots of said Subdivision and being shown on said recorded map. For reference see Deed Book 810, page 331; Deed Book 1040, page 573, and Estate Files 76 E 405 and 96 E 63, all Wake County Registry.

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate ___ of J. B. Strickland

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Sheila Chestnut
Assistant/Deputy Register of Deeds

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BOOK:011467 PAGE:00657 - 00661

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina – Wake County

The foregoing certificate____ of _____

_____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: _____
Assistant/Deputy Register of Deeds

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5 # of Pages

BK012189PG01196

WAKE COUNTY, NC 559
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/28/2006 AT 14:59:28
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$430
BOOK:012189 PAGE:01196 - 01198

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$430.00

Parcel Identifier No. 0028562 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: W. E. Rouse, Jr.

Brief description for the Index: 3416 Wade Avenue, Raleigh, NC 27607

THIS DEED made this _____ day of September, 2006, by and between

GRANTOR	GRANTEE
ROBERT L. HARRINGTON FAMILY REVOCABLE TRUST UAD November 13, 2003	CCH PROPERTIES LLC
and	P. O. Box 19726 Raleigh, NC 27619
WALTER LATHAM HARRINGTON (unmarried)	

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Being Lot 28, Block H, Ridgewood Subdivision, Section III, as shown on plat recorded in Book of Maps 1956, Page 3, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10660 page 923.

A map showing the above described property is recorded in Plat Book 1956 page 3.

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: Restrictive covenants recorded in Book 1143, Page 189, amended by instrument recorded in Book 1221, Page 26, both Wake County Registry and 2006 ad valorem taxes.

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

ROBERT L. HARRINGTON FAMILY REVOCABLE
LIVING TRUST UAD November 13, 2003

(Entity Name)

By: Walter Latham Harrington
Title: Successor Trustee

Walter Latham Harrington (SEAL)
WALTER LATHAM HARRINGTON

By: _____
Title: _____

(SEAL)

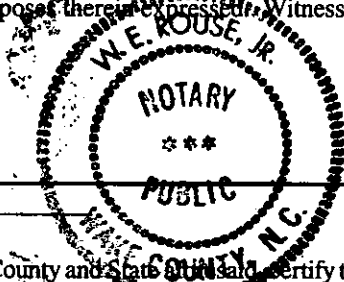
By: _____
Title: _____

(SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Walter Latham Harrington, unmarried 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 22 day of September, 2006

My Commission Expires: 6/28/09



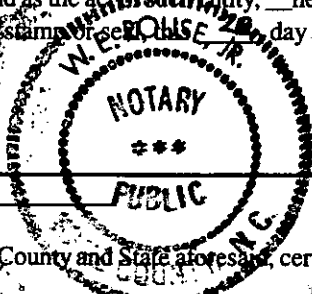
W. E. Rouse, Jr.

Notary Public

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Walter Latham Harrington, personally came before me this day and acknowledged that he is the Successor Trustee of Revocable Living Trust, a North Carolina or trust 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 22 day of September, 2006.

My Commission Expires: 6/28/09



W. E. Rouse, Jr.

Notary Public

State of North Carolina - County of _____

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

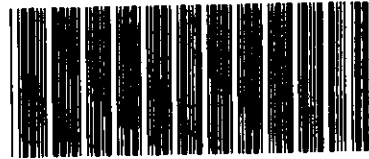
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

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.

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



BOOK:012189 PAGE:01196 - 01198

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ 3 # of Pages

WAKE COUNTY, NC 290
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 10/23/2006 AT 12:54:19
 STATE OF NORTH CAROLINA
 REAL ESTATE EXCISE TAX: \$460
 BOOK:012228 PAGE:00361 - 00363

Excise Tax \$ 460.00

Tax Lot No. 0055703..... Parcel Identifier No.
 Verified by County on the day of, 20...
 by

Mail after recording to

GRANTEE

This instrument was prepared by

JOHN F. WIBLE, P.A.

Brief description for the Index

Lot 1, Block J, Sec. 3, Ridgewood

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 19 day of **October, 2006**, by and between

GRANTOR

**Charles A. Pitts, individually and as
 Administrator of the Estate of Linda Fay
 Pitts, and wife, Barbara Pitts**

GRANTEE

Sarah E. Huffman, unmarried

**3425 Wade Avenue
 Raleigh, NC 27607-4045**

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 Raleigh, Raleigh Township, **Wake** County, North Carolina and more particularly described as follows:

See Exhibit A.

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

A map showing the above described property is recorded in **Plat Book 1956, Page 3, Wake County Registry.**

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

- 1. General public service and utility easements and restrictions of record.
- 2. Ad valorem real property taxes for 2006.

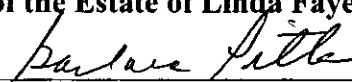
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this
instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by
authority of its Board of Directors, the day and year first above written.

By: _____

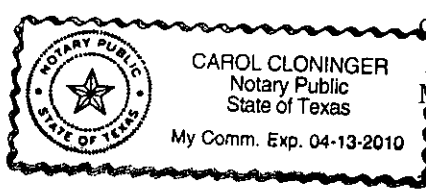
(Title)



Charles A. Pitts, Individually and as Administrator
of the Estate of Linda Faye Pitts



Barbara Pitts



CAROL CLONINGER
Notary Public
State of Texas
My Comm. Exp. 04-13-2010

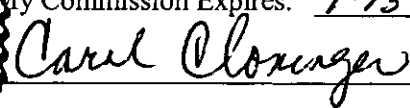
STATE OF TEXAS, COLLIN COUNTY
who are personally known to me or who produced satisfactory evidence of their identities,
I, a Notary Public of the County and State aforesaid, certify that **Charles A. Pitts and Barbara Pitts** personally appeared before me this day and
voluntarily acknowledged the execution of the foregoing instrument. Witness my hand and
official stamp or seal this 19th day of **October, 2006.**
My Commission Expires: 4-13-2010
 Notary Public
for the purpose stated therein

Exhibit A

Beginning at an existing iron pipe in the eastern right-of-way line of Faircloth Street, said iron pipe being the southernmost common corner of Lot 1 and Lot 19 on the hereinafter referenced recorded map; running thence with said right-of-way line North 06 degrees, 44 minutes 00 seconds East 75.80 feet to a point; running thence North 50 degrees 37 minutes 16 seconds East along a curve to the right having an arc length of 50.40 feet, a radius of 30.00 feet and a chord length of 44.67 feet to a point in the southern right-of-way line of Wade Avenue; running thence with said right-of-way line South 85 degrees 19 minutes 00 seconds East 101.70 feet to a new iron pipe, said iron pipe being the northernmost common corner of Lot 1 and Lot 2 on the hereinafter referenced recorded map; running thence South 04 degrees 41 minutes West 106.90 feet to an existing iron pipe; running thence North 85 degrees 17 minutes 00 seconds West 136.51 feet to the point and place of BEGINNING, and being all of Lot 1, Section Three, Block J, Ridgewood Subdivision, as shown on by map recorded in Book of Maps 1956, Page 3, Wake County Registry, all according to survey entitled "Survey for Sarah E. Huffman" dated 18 October 2006 and prepared by Al Prince & Associates, P. A.



BOOK:012228 PAGE:00361 - 00363

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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BK012298PG02330

WAKE COUNTY, NC 496
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/05/2006 AT 16:37:31
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$460
BOOK:012298 PAGE:02330 - 02332

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 460.00

Parcel Identifier No. 0000185 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Andrew S. Martin, 1026 Washington Street, Raleigh, NC 27605

Brief description for the Index: LT 13, BLK A, SEC 3-B, MEREDITH WOODS

THIS DEED made this 5th day of December, 2006, by and between

GRANTOR	GRANTEE
KAY CUMMINGS BOWMAN, single	JUDITH E. DARLING and spouse, PAUL J. DAOUST 3300 MESA COURT RALEIGH, NC 27607

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 RALEIGH, _____ Township, WAKE County, North Carolina and more particularly described as follows:

BEING all of Lot No. 13, Block A, Meredith Woods Subdivision, Section 3-B, as recorded in Book of Maps 1965, Page 67, Wake County Registry, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2349 244 and;
2426 page 435.

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

BK012298PG02331

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: Restrictions, easements and rights of way of record, and ad valorem taxes for the current year.

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

(Entity Name) Kay Cummings Bowman (SEAL)
KAY CUMMINGS BOWMAN

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

State of North Carolina - County of WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that KAY CUMMINGS BOWMAN 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 29th day of November, 2006

My Commission Expires: 3-1-2008
 Andrew S. Martin
Notary Public ANDREW S. MARTIN

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 _____

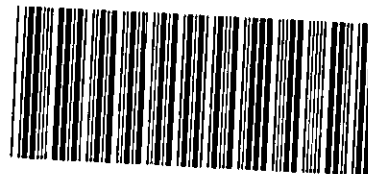
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

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.

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



BOOK:012298 PAGE:02330 - 02332

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Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ New Time Stamp
_____ # of Pages

BK012337PG00274

WAKE COUNTY, NC 384
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/29/2006 AT 11:11:19
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$2810
BOOK:012337 PAGE:00274 - 00278

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax \$ 2810⁻

Tax Lot No.: 0795.17 12 2003 000 Parcel Identifier No. 0077750

Verified by _____ County on the _____ day of _____, 20____
by _____

Mail after recording to: **Nancy Shirar, LandAmerica, Dallas Division, 7557 Rambler Road,
Suite 1200, Dallas, Texas 75231**

This instrument was prepared by: Circle K Stores Inc.

Brief Description for the index

3600 Lake Boone Trail

THIS DEED made this 20th day of December, 2006, by and between

GRANTOR

CIRCLE K STORES INC.,
a Texas Corporation

2440 Whitehall Park Drive, Suite 800
Charlotte, North Carolina 28273

GRANTEE

LAKE BOONE MELCO, LLC,
a North Carolina limited liability company

c/o Melco Associates
123 Grove Avenue, Suite 120
Cedarhurst, New York 11516

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.

BK012337PG00275

certain lot or parcel of land situated in the City of Raleigh, Wake County, North Carolina and more particularly described as follows:

That certain parcel of real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

The Property hereinabove described was acquired by Grantor by instrument recorded in **Book 4038 at Page 182, Wake County Registry.**

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

All matters of record.

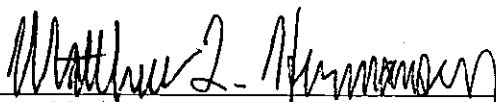
IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its member/manager the day and year first above written.

SEE ATTACHED SIGNATURE PAGE

BK012337PG00276

Signature Page
to Special Warranty Deed

CIRCLE K STORES INC.,
a Texas corporation

By: 
Name: Matthew L. Hermansen
Title: Assistant Secretary

SEAL-STAMP State of North Carolina
County of Mecklenburg

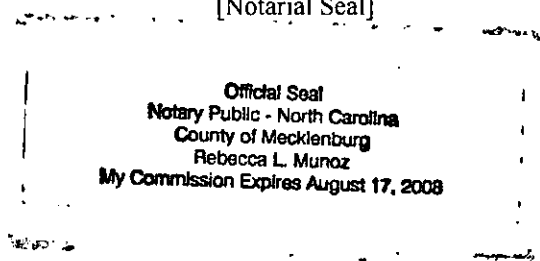
On this 5 day of December, 2006, before me, the undersigned notary public in and for said County and State, personally appeared before me Matthew L. Hermansen, to me personally known, who, being by me duly sworn, did say that he is an Assistant Secretary of Circle K Stores Inc., a Texas corporation, and that said instrument was signed on behalf of said Circle K Stores Inc., a Texas corporation, and he acknowledged said instrument to be the free act and deed of said Circle K Stores Inc., a Texas corporation.

Date: December 5, 2006


Print/Typed Name: Rebecca L. Munoz
Notary Public

My commission expires: 8/17/08

[Notarial Seal]



BK012337PG00277

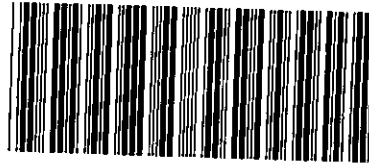
EXHIBIT "A"
Legal Description

Circle K Store #2706119
3600 Lake Boone Trail, Raleigh, North Carolina

BEGINNING at the northwestern intersection of Lake Boone Trail and the U.S. Highway #1 Bypass, said beginning point being the southeastern corner of the Westgate Shopping Center property now known as Lake Boone Shopping Center; runs thence along the northern line of Lake Boone Trail N. 79° 57' W. 71.26 feet to a point; thence continuing along the northern line of Lake Boone Trail as it curves to the left with a radius of 3313.97 feet, a distance of 101.74 feet to an iron pin; thence N. 8° 18' E. 115 feet to an iron pin; thence S. 85° 45' E. 186.84 feet to an iron pin in the western line of highway right of way; thence along said highway right of way as it curves to the left with a radius of 544.26 feet, a distance of 108.29 feet to a point; thence continuing with the highway right of way S. 9° 42' W. 24.7 feet to the point or place of BEGINNING, according to plat by John A. Edwards, Consulting Engineer, dated June 16, 1964, entitled "A Portion of Westgate Shopping Center near Meredith Woods Subdivision, Raleigh, N.C."

TOGETHER WITH a non-exclusive right of way easement for the purpose of ingress and egress for Grantee, its successors, assigns, employees, customers, patrons and suppliers from Lake Boone Trail to the parcel hereinabove described over and upon an adjacent area more particularly described as BEGINNING at an iron pipe in the southwestern corner of the parcel hereinabove described; running thence along the northern line of Lake Boone Trail in a westerly direction 40 feet to a point; thence N. 41° 53' E. 72.32 feet to a point in the western line of the hereinabove described parcel; thence along the western line of said parcel S. 8° 18' W. 60 feet to the point of beginning.

EXCEPTING AND RESERVING to Grantors, their heirs, successors, assigns and tenants, for their benefit and the benefit of that adjacent 11.061 acre shopping center parcel known as Lake Boone Shopping Center, a non-exclusive easement for the purposes of ingress and egress over the strip of land 40 feet in width along the eastern boundary of the hereinabove described parcel, more particularly described as BEGINNING at an iron pipe in the northern right of way of the Raleigh Beltline Highway at the northeast corner of the hereinabove described parcel; thence in a southwesterly direction with the right of way of the Raleigh Beltline Highway along a curve to the left with a radius of 544.26 feet a distance along the arc of said curve of 108.29 feet to a point of tangency; thence continuing with said right of way South 09° 42' West 24.70 feet to a point of intersection of said right of way with the northern edge of the right of way of Lake Boone Trail; thence with said right of way of Lake Boone Trail North 79 degrees 57 minutes West 40 feet to a point; thence in a northerly direction along a line parallel to and 40 feet from the northwestern right of way line of the Raleigh Beltline Highway approximately 132 feet to a point in the northern property line of the hereinabove described parcel; thence South 85° 45' East 40 feet, more or less, to an iron pipe, the point of Beginning; it being understood and agreed that said 40-foot strip is to be maintained by Grantee as a hardsurfaced drive way and used as a right of way by the Grantors, their heirs, successors, assigns and tenants and by other tenants of Westgate Shopping Center now known as Lake Boone Shopping Center, and their employees, customers and suppliers, and that it may also be used for purposes of ingress and egress by Grantee its successors, assigns, employees, customers, patrons, and suppliers.



BOOK:012337 PAGE:00274 - 00278

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ 5 New Time Stamp
_____ # of Pages

BK012384PG01160

WAKE COUNTY, NC 373
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/01/2007 AT 14:08:41
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$68000
BOOK:012384 PAGE:01160 - 01166

Excise Tax	68,000. ⁰⁰	Recording Time, Book and Page
Tax Lot No.		Parcel Identifier No.
Verified by		County on the day of ,
by		
Mail after recording to	William C. Matthews, Jr., Esq., Womble, Carlyle, Sandridge & Rice, PLLC, 2100 Wachovia Capitol Center, 150 Fayetteville Street, Raleigh, NC 27601	
This instrument was prepared by	David R. Augustin, Esq., Duane Morris LLP, 30 S. 17 th Street, Philadelphia, PA 19103-4196	
Brief description for the Index	Westchase Two/Three	

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of the 1st day of February, 2007, by and between

GRANTOR	GRANTEE
WESTCHASE INVESTORS, LLC, a North Carolina limited liability company c/o BPG Properties, Ltd. 770 Township Line Road Suite 150 Yardley, PA 19067 Attn: Greg Curci	REAL ESTATE ALTERNATIVES PORTFOLIO 4MR, LLC, a Delaware limited liability company c/o Aegon USA Realty Advisors, Inc. 4333 Edgewood Road, NE Cedar Rapids, IA 52499 Attn: Greg Dryden

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 Wake County, North Carolina (the "Property") and more particularly described as follows:

BK012384PG01161

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 Book 10797, Page 2178, Wake County, North Carolina.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

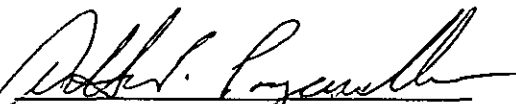
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property is subject to the following exceptions:

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

IN WITNESS WHEREOF, the Grantor, by its duly authorized officer, has hereunto set its hand as of the day and year first above written.

WESTCHASE INVESTORS, LLC,
a North Carolina limited liability company

By: 
Name: Arthur P. Pasquarella
Title: Executive Vice President

see attached resolution

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

I, Diane C. Thomas, certify that Arthur P. Pasquarella personally came before me this day and acknowledged that he (or she) is Gen. Vice President of Westchase Investors, LLC, a North Carolina limited liability company , and that he/she, as Gen. Vice President, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal this the 31st day of January, 2007



Diane C. Thomas [Print Name]
DIANE C. THOMAS
Notary Public

My Commission Expires: 4/30/09
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DIANE C. THOMAS, Notary Public
City of Philadelphia, Phila. County
My Comm. Expires 4/30/2009

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 WAKE COUNTY

Exhibit A to Deed

Real Property lying and located in Meredith Township, County of Wake, State of North Carolina, and more particularly described as follows:

Westchase Two (Tract 1)

BEGINNING at a concrete monument located at the point of intersection of the southern edge of the right of way of Interstate Highway 40 with the western edge of the right of way of Blue Ridge Road (N.C. Secondary Road. No. 1664); thence with said right of way of Blue Ridge Road South 05 degrees 28 minutes 01 seconds West 246.73 feet to a concrete right of way monument which has N.C. Grid. Coordinates of N=746,887.13 and E=2,086,658.77; thence continuing with said right of way of Blue Ridge Road South 04 degrees 24 minutes 01 seconds West 32.53 feet to an iron pipe located at the point of intersection of the right of way of Blue Ridge Road with the northern edge of the right of way of WestChase Boulevard; thence along and with the northern edge of the right of way of WestChase Boulevard the following courses and distances: (1) North 88 degrees 43 minutes 39 seconds West 182.07 feet to an iron pipe, (2) in a westerly direction along a curve to the right having a radius of 966.45 feet for an arc distance of 320.27 feet to a point, and (3) North 69 degrees 44 minutes 26 seconds West 45.36 feet to an iron pipe; thence North 01 degrees 15 minutes 06 seconds East 453.92 feet to a point in the southern edge of the right of way of Interstate Highway 40; thence with the edge of the right of way of Interstate 40 to the following courses and distances: (1) South 70 degrees 46 minutes 09 seconds East 165.71 feet to a concrete monument, (2) South 63 degrees 15 minutes 48 seconds East 288.81 feet to a concrete monument, and (3) South 63 degrees 09 minutes 43 seconds East 156.29 feet to a concrete monument, the point and place of BEGINNING, and containing 5.00 acres as shown on a map entitled "Property of WestChase Two Limited Partnership", dated February 15, 1989, last revised February 28, 1989, prepared by Joseph T. Johnston, Registered Surveyor, bearing field book number 870309.

Westchase Three (Tract 2)

BEGINNING at a concrete monument in the western right-of-way of Blue Ridge Road, such monument bearing NC Grid Coordinates y =746,518.83 and x =2,086,630.56, thence for a first call North 88 degrees 38 minutes 30 seconds West 497.50 feet to an iron pin; thence North 01 degree 40 minutes 56 seconds East 175.26 Feet to an iron pin; thence North 01 degree 45 minutes 13 seconds East 144.33 feet to an iron pin in the southern right-of-way of WestChase Blvd. (said right-of-way having a width of 70.5 feet); thence along and with the southern right-of-way of WestChase Blvd. the following courses and distances: along the arc of a curve of a circle to the left in an easterly direction, said circle having a radius of 1036.95 feet, an arc distance of 337.29 feet to a point, and South 88 degrees 42 minutes 31 seconds East 178.19 feet to an iron pin in the western right-of-way of Blue Ridge Road; thence along and with the western right-of-way of Blue Ridge Road South 04 degrees 23 minutes 58 seconds West 266.17 feet to the point and place of BEGINNING, and being 3.20725 acres as shown on a survey entitled "Recombination Plat - Property of Thomas F. Darden, II and the State of North Carolina," by Bass, Nixon & Kennedy, Inc., dated March 23, 1989, as recorded in Book of Maps 1989) Page 681, Wake County Registry.

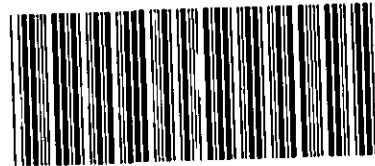
Exhibit B to Deed

1. Sanitary Sewer Easement affecting the southwestern corner of the land as shown on the plat recorded in Book of Maps 1987, Page 1214, Wake County Registry. Located as shown on that certain survey entitled "Real Estate Alternatives Portfolio 4MR, LLC, 4000 Westchase Boulevard & 4011 Westchase Boulevard, Raleigh, NC" prepared by F. Van Clinkscales, Jr., Registered Land Surveyor, dated March 19, 2004, last revised January 11, 2007 (applies to Tract 1).
2. Easements to Southern Bell Telephone and Telegraph Company recorded in Book 3682, Page 648, Wake County Registry (applies to Tract 1).
3. Easements to Carolina Power and Light Company recorded in Book 3610, Page 56, Wake County Registry (applies to Tracts 1 and 2).
4. Lack of a right of access along the right of way of I-40 in accordance with controlled access easement recorded in Book 1931, Page 247, Wake County Registry (applies to Tract 1).
5. Deed of Easement twenty (20) feet in width in the western portion of property by Westchase Two Landholding Limited Partnership to Westchase One, Ltd. Limited Partnership and Westchase Landholding Limited Partnership recorded in Book 4224, Page 839, Wake County Registry (applies to Tract 1).
6. Easements to Carolina Power Company recorded in Book 3707, Page 69, Wake County Registry (applies to Tract 2).
7. Easements to Southern Bell Telephone and Telegraph Company recorded in Book 884, Page 312, Wake County Registry (applies to Tract 2).
8. Deed of Easement for Temporary Construction Purposes recorded in Book 9054, Page 1822, Wake County Registry (applies to Tract 2).
9. Deed of Easement between Westchase Two Limited Partnership and Westchase Three Limited Partnership for twenty (20) foot wide perpetual right and easement for conduit, recorded in Book 4718, Page 750, Wake County Registry.
10. Agreement for Use, Maintenance and Operation of Emergency Generator between Westchase Two Limited Partnership and Westchase Three Limited Partnership recorded in Book 4718, Page 756, Wake County Registry (applies to Tracts 1 and 2).
11. Terms and Conditions of Agreement by and between Westchase Office, L.L.C. and Nextel South Corp., a memorandum of which is recorded in Book 9390, Page 705, Wake County Registry (applies to Tracts 1 and 2).
12. Access easement and easement to remove "danger trees" set out in easement to Carolina Power and Light Company recorded in Book 11832, Page 2695, Wake County Registry.
13. Rights of tenants, as tenants only, in possession under leases.
14. All matters shown on that certain survey, dated March 19, 2004, last revised January 31, 2007, by F. Van Clinkscales, Jr., Registered Land Surveyor.

Resolution
~~EXHIBIT C~~

RESOLVED, that the Company hereby (i) approves the sale of 4000 and 4011 Westchase Boulevard, Raleigh, Wake County, North Carolina (collectively, the "Property") to Real Estate Alternatives Portfolio 4MR, LLC (the "Buyer") for a sale price of \$34,000,000 and in connection therewith hereby ratifies and affirms the execution of that certain Agreement of Sale dated January 11, 2007, together with that certain First Amendment to Agreement of Sale dated January 17, 2007, that certain Second Amendment to Agreement of Sale dated January 22, 2007, that certain Third Amendment to Agreement of Sale dated January 26, 2007, that certain Fourth Amendment to Agreement of Sale dated January 29, 2007 and that certain Fifth Amendment to Agreement of Sale dated January 30, 2006 (as amended, the "Agreement"), pursuant to which the Company agreed to sell and the Buyer agreed to buy the Property on such terms and conditions set forth in the Agreement and (ii) authorizes and empowers the Chairman of the Board, President, Executive Vice President, any Senior Vice President or any Vice President of the Company ("Authorized Officer") to execute, on such terms and conditions as any Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by any such Authorized Officer, and all other such documents as such Authorized Officer may deem necessary or desirable in connection with, and in order to effect and evidence, the sale of the Property by the Company to the Buyer; and

RESOLVED, that any Authorized Officer is hereby authorized and empowered to execute and deliver all other papers, instruments and documents, make all payments and do all such acts and things as such Authorized Officer may deem necessary or desirable properly to implement and effect the intent of the foregoing resolutions.



BOOK:012384 PAGE:01160 - 01166

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ 7 # of Pages

WAKE COUNTY, NC 537
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/01/2007 AT 16:11:47
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$560
BOOK:012384 PAGE:02425 - 02427

Excise Tax \$560.00

Tax ID# 0048374

Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to The Grantee

This instrument was prepared by **David R. Shearon, Attorney**

Brief Description for the index

Lot 21

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this **January 31, 2007** by and between

GRANTOR

RUSSELL E. NOLAN, JR., unmarried

GRANTEE

RIDGE ROAD ASSOCIATES, LLC

908-910 Marilyn Drive
Raleigh, NC 27607

- Property Address

333 Fayetteville Street, Suite 100
Raleigh, NC 27601

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 Raleigh, Raleigh Township, Wake County, North Carolina** and more particularly described as follows:

BEING all of Lot 21 as shown on map entitled property of "Ridge Road, LLC, R.E. and R. F. Nolan, Jr." recorded in Book of Maps 2001, Page 2038, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 9090, Page 252**

A map showing the above described property is recorded in Plat Book 2001, Page 2038

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, restrictions and rights of way of record, if any.

Subject to 2007 ad valorem property taxes and subsequent years.

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.



Russell E. Nolan, Jr.

SEAL-STAMP BELOW

STATE OF North Carolina
COUNTY OF Wake

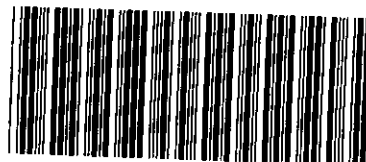
David R. Shearon
Notary Public
Wake County, NC
My Commission Expires: 4/14/09

I, **The Undersigned**, a Notary Public of the County and State aforesaid, certify that **Russell E. Nolan, Jr.** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, on this 31st day of January, 2007.



Notary Public

My Commission Expires: _____



BOOK:012384 PAGE:02425 - 02427

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ # of Pages

BK012384PG02428

WAKE COUNTY, NC 538
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/01/2007 AT 16:11:47
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$1400
BOOK:012384 PAGE:02428 - 02430

NORTE CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 1,400 00

Parcel Identifier No. 0041620 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Timothy J. Colgan, Attorney At Law, 111 Brooks Avenue, Raleigh, NC 27607

This instrument was prepared by: Timothy J. Colgan, Attorney At Law, 111 Brooks Avenue, Raleigh, NC 27607

Brief description for the Index: _____

THIS DEED made this 31st day of January, 2007, by and between

GRANTOR	GRANTEE
Westhill Associates, a NC Limited Partnership 21579 Brixham Run Loop Estero, FL 33928	Ridge Road Associates, LLC 333 Fayetteville Street Raleigh, NC 27601

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 11 of the Property of Mrs Mary E Moore according to map recorded in Book of Maps 1920, Page 250, Wake County Registry, and being the property of Westhill Associates, a North Carolina Limited Partnership, according to survey and plat by John Y Phelps, Jr, Registered Surveyor, bearing date of 02/02/82.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2993 page 554.

A map showing the above described property is recorded in Plat Book 1920 page 250.

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

BK012384PG02429

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.

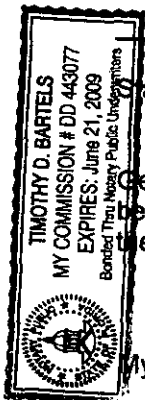
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

all easements, conditions, restrictions and rights-of-way of record; ad valorem taxes

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

WESTHILL ASSOCIATES, a North Carolina Limited Partnership

By: Fran B Moore, Gen. Part. (SEAL)
Fran B Moore, General Partner



State of FLORIDA - County of LEE

I, the undersigned Notary Public of the County and State aforesaid, certify that Fran B Moore, General Partner of Westhill Associates, a North Carolina Limited Partnership, 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 30 day of JANUARY, 2007.

My Commission Expires:

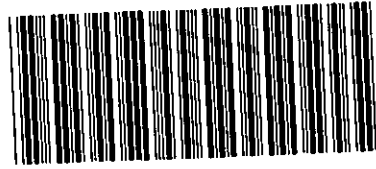
6-21-09

[Signature]
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 Wake County

By: _____ Deputy/Assistant - Register of Deeds



BOOK:012384 PAGE:02428 - 02430

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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3

BK012384PG02431

WAKE COUNTY, NC 539
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/01/2007 AT 16:11:47
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$3200
BOOK:012384 PAGE:02431 - 02434

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 3,200.00

Parcel Identifier No. 0090350 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Timothy J. Colgan, Attorney At Law, 111 Brooks Avenue, Raleigh, NC 27607

This instrument was prepared by: Timothy J. Colgan, Attorney At Law, 111 Brooks Avenue, Raleigh, NC 27607

Brief description for the Index: 1215 RIDGE ROAD, RALEIGH NC 27607

THIS DEED made this 31st day of January, 2007, by and between

GRANTOR	GRANTEE
 Millstream Properties, LLC 1600 Iredell Drive Raleigh, NC 27608	Ridge Road Associates, LLC 333 Fayetteville Street Raleigh, NC 27601

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 Raleigh, Raleigh Township, Wake 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 Book 11790 page 505.

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

BK012384PG02432

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: all easements, conditions, restrictions and rights-of-way of record; ad valorem taxes

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

Millstream Properties, LLC

(Entity Name)

By: Bobby R. Lewis

Title: Member

By: _____

Title: _____

By: _____

Title: _____

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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 Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Bobby R Lewis personally came before me this day and acknowledged that he is the Member of Millstream Properties, LLC, 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 30th day of January, 2007.

My Commission Expires: 06-13-2010

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.

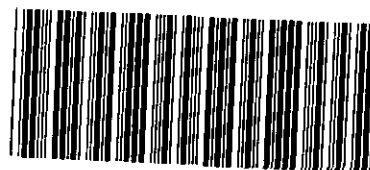
By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

BK012384PG02433

EXHIBIT A

BEGINNING at a stake in the west margin of Ridge Road, it being a point 445.8 feet in a northerly direction from the northwest corner of the intersection of Ridge Road and Faircloth Street and runs thence North 85 degrees 15' West 265 feet to an iron stake corner, thence North 4 degrees 53' East 150 feet to an iron stake corner; thence South 85 degrees 15' East 265 feet to a stake in the West Margin of Ridge Road; thence in a southerly direction along the western margin of Ridge Road 150 feet to the point of BEGINNING.

Property Address: 1215 Ridge Road, Raleigh NC 27608
Tax ID#0090350



BOOK:012384 PAGE:02431 - 02434

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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of Pages

BK012452PG00071

WAKE COUNTY, NC 79
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/20/2007 AT 09:28:48

BOOK:012452 PAGE:00071 - 00074

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: \$ 0 -
Real Estate I.D. No. 0143535

This Instrument Prepared By:

Jay Melnick
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60610

After Recording Hold For:

Womble Carlyle (Box 209)

Brief description for the Index

That certain real property commonly known as "Westchase I" and located at 4020 Westchase Boulevard, Raleigh North Carolina.

THIS DEED made this 20th day of March, 2007, by and between CB WESTCHASE, INC., a Delaware corporation, whose address is c/o RREEF America, L.L.C., 875 N. Michigan Avenue, 41st Floor, Chicago, Illinois 60611 ("Grantor") and REAL ESTATE ALTERNATIVES 4 MR, LLC, a Delaware limited liability company, whose address is c/o Aegon USA Realty Advisors, Inc., 4333 Edgewood Road, NE, Cedar Rapids, Iowa 52499 ("Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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 Wake County, North Carolina and more particularly described on **Exhibit A** attached hereto and hereby made a part hereof (the "Property").

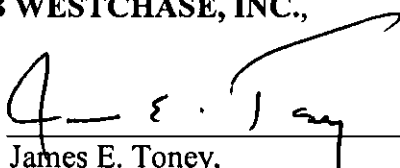
TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee and its successors and assigns in fee simple.

And the Grantor makes no warranty, express or implied, as to title to the Property.

BK012452PG00072

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first above written.

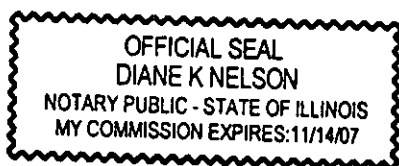
CB WESTCHASE, INC.,

By: 
James E. Toney,
its Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that JAMES E. TONEY, the VICE PRESIDENT of CB WESTCHASE, INC., a Delaware corporation, personally known to me to be the person holding such office in such corporation whose name is subscribed to the foregoing NORTH CAROLINA NON-WARRANTY DEED, appeared before me this day in person and acknowledged that he signed and delivered said Deed as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of March, 2007.




Notary Public
Diane K. Nelson
Printed Name of Notary

My Commission expires:

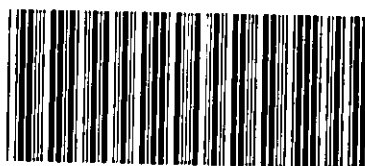
EXHIBIT A

Legal Description

BEING all that tract or parcel of land lying and being in the City of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at an old nail located on the northern right-of-way margin of Westchase Boulevard (variable width right of way), said point being the southwesternmost corner of the property of Westchase Investors, LLC (now or formerly) and having North Carolina Grid Coordinates of N=746,933.3600 and E=2,086,118.1600, and being South 57 degrees 22 minutes 23 seconds West 628.37 feet from NCGS Monument "Patrol 2"; thence from said Point of Beginning along the northern right-of-way margin of Westchase Boulevard in three (3) calls as follows: (1) North 69 degrees 40 minutes 46 seconds West 116.94 feet to an old nail; (2) thence with the arc of a circular curve to the left having a radius of 1,026.45 feet, a chord bearing and distance of North 78 degrees 30 minutes 21 seconds West 316.12 feet, an arc length of 317.38 feet to an old railroad spike; and (3) thence North 87 degrees 23 minutes 07 seconds West 59.50 feet to a 5/8" iron pin rebar set; thence with the eastern boundary line of the property of the State of North Carolina (now or formerly), North 01 degrees 52 minutes 20 seconds East 469.20 feet to a 5/8" iron pin rebar set located on the southern right-of-way margin of the I-40 Exit Ramp; thence with the southern right-of-way margin of the I-40 Exit Ramp in three (3) calls as follows: (1) South 82 degrees 40 minutes 15 seconds East 93.69 feet to an old concrete monument; (2) thence South 77 degrees 28 minutes 15 seconds East 193.01 feet to an old concrete monument; (3) thence South 70 degrees 47 minutes 09 seconds East 204.04 feet to an iron pin old; thence with the western boundary line of the aforesaid Westchase Investors, LLC, now or formerly, South 01 degrees 19 minutes 09 seconds West 454.42 feet to the Point or Place of Beginning, containing 5.017 acres, more or less, as shown on an ALTA/ACSM Survey entitled "Real Estate Alternatives Portfolio 4 MR, LLC, 4020 Westchase Boulevard, Wake County, Raleigh, North Carolina (Westchase One)" dated November 15, 2006, and last revised March 2, 2007 (Drawing No. S060796), by T.A. Sherard, P.E., R.L.S.

TOGETHER WITH an easement set forth in the Deed of Easement between Westchase Two Landholding Limited Partnership, Westchase One, Ltd and Westchase Landholding Limited Partnership recorded in Book 4224, Page 839, Wake County Registry.



BOOK:012452 PAGE:00071 - 00074

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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BK012591PG01467

WAKE COUNTY, NC 596
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/07/2007 AT 14:20:21
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$380
BOOK:012591 PAGE:01467 - 01469

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 380.00

Parcel Identifier No. 0030792 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Rebecca Anne Goldman 1328 Banbury Road, Raleigh, NC 27607

This instrument was prepared by: Jeffery L. Tuttle

Brief description for the Index: Lot 19 Ridgewood Subdivision BM 1956/3

THIS DEED made this _____ day of May, 2007, by and between

GRANTOR
William H. Covington, III, unmarried
and
Linda Covington, unmarried

GRANTEE
Rebecca Anne Goldman, unmarried
possessing a one half undivided interest
as tenant in common
and
Matthew Gray Styers, Jr.
and wife,
Barbara Modelski Styers
possessing a one half undivided interest
as tenant in common
814 Faircloth Street
Raleigh, NC 27607

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

BEING all of Lot 19, Block J, Ridgewood Subdivision, as show upon plat recorded in Book of Maps 1956, Page 3, Wake County Registry to which reference is made for a more particular description.

BK012591PG01468

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3112, Page 167.

A map showing the above described property is recorded in Plat Book 1956, Page 3.

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:

Restrictions and easements of record.

2007 Ad valorem taxes.

Restrictive Covenants recorded in Book 1143, Page 189 and Book 1221, Page 26 Wake County Registry.

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

William H. Covington III (SEAL)
William H. Covington, III

Linda Covington (SEAL)
Linda Covington

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that William H. Covington, III 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 6 day of ~~May~~ June, 2007.

My Commission Expires: 10/17/2010

Jeffery L. Tuttle
Notary Public

SEAL

Jeffery L. Tuttle
Notary Public
Wake County, NC

State of North Carolina - County of Pitt

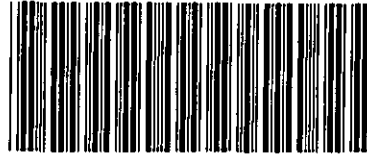
I, the undersigned Notary Public of the County and State aforesaid, certify that Linda Covington personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24 day of May, 2007.

My Commission Expires 12-13-2009

Sandra Worthington
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



BOOK:012591 PAGE:01467 - 01469

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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BK012744PG02254

WAKE COUNTY, NC 521
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/10/2007 AT 15:57:53
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$560
BOOK:012744 PAGE:02254 - 02256

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$ 560.00 Parcel Identifier No. 61165

Mail after recording to: **Grantee**
This instrument was prepared by: **Sandman & Rosefielde-Keller** (without title examination & tax advice)

Brief Description for the index Lot 18, Block J, Section 3, Ridgewood

THIS DEED made this 15th day of September, 2007, by and between

GRANTOR	GRANTEE
Elizabeth C. Sager, Trustee of the Robert H. Sager Revocable Trust	Frederick H. Thornhill and spouse Fabian G. Thornhill ~~116 Hawthorn Rd.~~ 3418 Churchill Rd. ~~Raleigh, NC 27607~~ Raleigh, NC 27607

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 or near the City of Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 18, Block J, Section 3, Ridgewood Subdivision, as shown on map recorded in Book of Maps 1956, Page 3, Wake County Registry.

BK012744PG02255

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 12303 Page 43**.

A map showing the above described property is recorded in **Book 1956, Page 3**.

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:

Restrictions, easements, rights of way of record, if any, and 2007 ad valorem taxes.

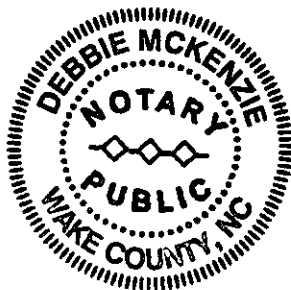
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.


Elizabeth C. Sager, Trustee of the
Robert H. Sager Revocable Trust

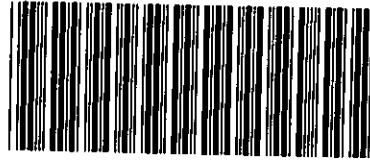
STATE OF NORTH CAROLINA
WAKE COUNTY

I Traci Watson certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Elizabeth C. Sager, Trustee of the Robert H. Sager Revocable Trust

Witness my hand and official stamp or seal this 6th day of September, 2007.




Notary Public



BOOK:012744 PAGE:02254 - 02256

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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WAKE COUNTY, NC 157
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/01/2007 AT 11:18:30
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$1700
BOOK:012819 PAGE:01367 - 01369

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1,700.00

Parcel Identifier No. 0099285 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: William H. Lambe, Jr., P.O. Box 51549, Durham, NC 27717This instrument was prepared by: David H. Permar, Hatch, Little & Bunn, L.L.P., P.O. Box 527, Raleigh, NC 27602Brief description for the Index: Lot 1 Beryl O'Kelly BrooksTHIS DEED made this 16th day of October, 2007, by and between

GRANTOR

GRANTEE

Ann Ware Vorus and husband Charles Jackson Parkhurst
330 Eliza Ware Road
Brevard, NC 28712

Beryl Ballet, LLC
8 Winthrop Court
Durham, NC 27707

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 1, according to plat entitled "Property of Beryl O'Kelly Brooks," intersection of Beryl and Method Roads, Raleigh, North Carolina, dated August 18, 1978, prepared by Bennie R. Smith, Registered Surveyor, and recorded in Book of Maps 1978, Page 662, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6762 page 0916.

A map showing the above described property is recorded in Plat Book 1978 page 662.

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. Subject to 2007 ad valorem taxes.
2. Subject to easements and restrictions of record.

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: _____

Ann Ware Vorus (SEAL)

Charles Jackson Parkhurst (SEAL)

State of North Carolina - County of Transylvania

I, the undersigned Notary Public of the County and State aforesaid, certify that Ann Ware Vorus 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 16 day of OCTOBER, 2007.

My Commission Expires: April - 09-2011

Sandra B. Ayers
Notary Public SANDRA B. AYERS

State of North Carolina - County of Transylvania

I, the undersigned Notary Public of the County and State aforesaid, certify that Charles Jackson Parkhurst 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 16 day of OCTOBER, 2007.

My Commission Expires: April - 09-2011

Sandra B. Ayers
Notary Public SANDRA B. AYERS

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 _____

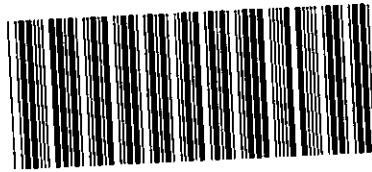
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

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.

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



BOOK:012819 PAGE:01367 - 01369

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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WAKE COUNTY, NC 15
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/29/2008 AT 08:55:21
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$530
BOOK:012977 PAGE:01535 - 01537

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 530.00

Parcel Identifier No. 00-0026715 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: HARRISON & BOONE, ATTORNEYS AT LAW, P.A., 8524 SIX FORKS RD. STE 103,

Brief description for the Index: LT 27, BLK A, MEREDITH WOODS

THIS DEED made this 28th day of February, 20 08, by and between

GRANTOR	GRANTEE
STANLEY GREEN, JR. AUDREY T. GREEN 3200 CALDWELL DRIVE RALEIGH, NC 27607	AARON S. ROGERS 3200 CALDWELL DRIVE RALEIGH, NC 27607

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 RALEIGH, _____ Township, WAKE County, North Carolina and more particularly described as follows:
EXHIBIT "A"

BEING ALL OF LOT 27, BLOCK A OF MEREDITH WOODS SUBDIVISION, SECTION ONE, ACCORDING TO A MAP RECORDED IN BOOK OF MAPS 1964, PAGE 70, WAKE COUNTY REGISTRY. FOR FURTHER REFERENCE (METES AND BOUNDS DESCRIPTION) SEE DEED BOOK 3359 AT PAGE 376 OF AFORESAID COUNTY REGISTRY.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3359 page 376.

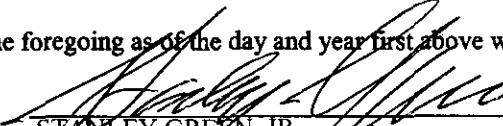
A map showing the above described property is recorded in Plat Book 1964 page 70.

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: 2008 AD VALOREM TAXES. EASEMENTS AND RESTRICTIONS OF RECORD.

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

(Entity Name)


STANLEY GREEN, JR. (SEAL)

By: _____
Title: _____


AUDREY T. GREEN (SEAL)

By: _____
Title: _____

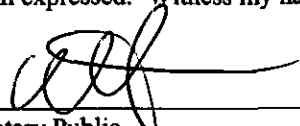
(SEAL)

By: _____
Title: _____

(SEAL)

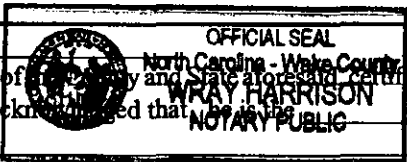
State of North Carolina - County of WAKE
I, the undersigned Notary Public of the County and State aforesaid, certify that STANLEY GREEN, JR. and wife, AUDREY T. GREEN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28th day of February, 2008

My Commission Expires: 09-18-12



Notary Public

State of North Carolina - County of _____
I, the undersigned Notary Public of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ 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.

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



BOOK:012977 PAGE:01535 - 01537

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ # of Pages

WAKE COUNTY, NC 326
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/15/2008 AT 13:07:50
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$764
BOOK:013051 PAGE:01310 - 01312

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 764.00
Parcel Identifier No. 0031329 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Ferris & McCall, PC, 5540 Centerview Drive, Ste. 310, Raleigh, NC 27606

Brief description for the Index: LT 6, BLK H, RIDGEWOOD SUBDIVISION

THIS DEED made this 15th day of April, 20 08, by and between

GRANTOR	GRANTEE
Johnson Lyles Webster and wife, Erin Webster FKA Erin White Livingston 3304 Old Saybrook Court Raleigh, NC 27607	Richard K. Frazer and Colleen B. Frazer 3427 Redbud Lane Raleigh, NC 27607

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 _____, Raleigh Township, Wake County, North Carolina and more particularly described as follows:
BEING all of Lot 6, Block H, Ridgewood Subdivision, as shown on plat recorded in Book of Maps 1953, Page 103, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10079 page 2267.

A map showing the above described property is recorded in Plat Book 1953 page 103.

* * 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:

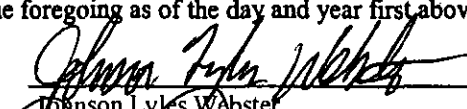
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

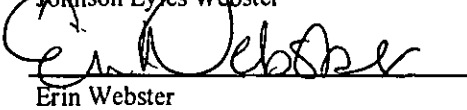
(Entity Name)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____


Johnson Lyles Webster (SEAL)


Erin Webster (SEAL)

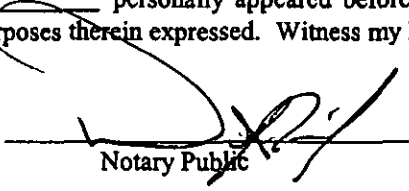
(SEAL)

(SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Johnson Lyles Webster and wife, Erin Webster 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 15th day of April, 2008

My Commission Expires: 4-25-2010


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 _____

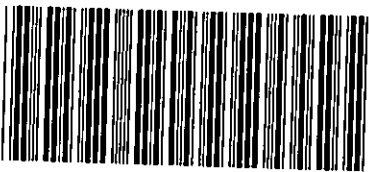
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

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.

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



BOOK:013051 PAGE:01310 - 01312

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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BK013149PG01511

WAKE COUNTY, NC 423
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/23/2008 AT 14:07:14
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$500
BOOK:013149 PAGE:01511 - 01513

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: \$500.00	Recording Time, Book and Page
Tax Map No. 0010743	Parcel Identifier No. 0794368890
Mail after recording to: ~~GRANTEE~~ <i>Manning, Fulton & Skinner, P.A. (Box 133)</i>	
This instrument was prepared by: Attorney Nathaniel Currie/805 New Bern Ave., Raleigh, NC 27601	

THIS DEED made this 11th day of June, by and between

GRANTOR

GABRIEL SANDERS, JR and wife, BOBBIE H. SANDERS

GRANTEE

COUNTRY CLUB HOMES, INC.

Address: PO Box 19726
Raleigh, NC 27619

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:

BEING all of Lot # 25, Block H of Ridgewood, Section 3, according to map recorded in Book of Maps 1956, Page 3, Wake County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 4755, Page 752, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1956, Page 3, and referenced within this instrument.

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 2008 ad valorem taxes, easements 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 officer(s), the day and year first above written.

(ENTITY NAME) Gabriel Sanders Jr (SEAL)
GABRIEL SANDERS, JR

By: _____
Title: _____ Bobbie H. Sanders (SEAL)
BOBBIE H. SANDERS

By: _____ (SEAL)
Title: _____

_____ (SEAL)

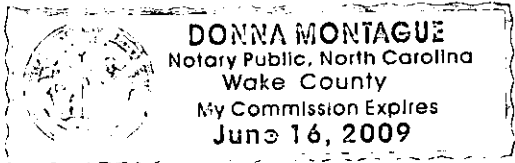
NORTH CAROLINA WAKE COUNTY

I, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gabriel Sanders, Jr. and Bobbie H. Sanders, Grantor(s). Witness my hand and official stamp or seal, this the 12th day of June, 2008.

My Commission Expires: _____

Donna Montague
Notary Public

Print Notary Name: Donna Montague





BOOK:013149 PAGE:01511 - 01513

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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WAKE COUNTY, NC 277
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/20/2008 AT 14:54:23

BOOK:013305 PAGE:02467 - 02468

Hold Box 80

North Carolina Department of The Secretary of State

CERTIFICATION OF MERGER

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that on the 30th day of October, 2008, Articles of Merger, or copies of Articles of Merger, duly authenticated by the proper officer of the state or country under the laws of which a statutory merger was effected, were filed in this office

MERGING

UNITED ENERGY, INC.

NC

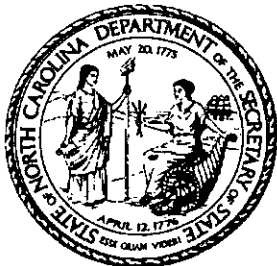
INTO

SAMPSON-BLADEN OIL COMPANY, INCORPORATED

NC

The name of the surviving entity was changed by virtue of said merger to: N/A
The effective date of said merger, if different from the date of filing, was; 11/01/2008
The surviving entity has not filed articles of dissolution and continues to be in existence in this State as of the date of this certificate.

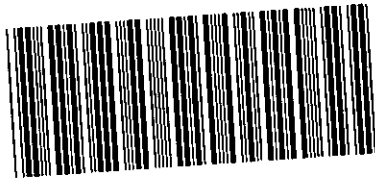
I FURTHER certify that this certificate is in compliance with North Carolina General Statutes §47-18.1 and §55D-26 and may be recorded in the office of the Register of Deeds in the same manner as deeds, the name of the surviving entity appearing in the "Grantee" index.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 31st day of October, 2008

Elaine F. Marshall

Secretary of State



BOOK:013305 PAGE:02467 - 02468

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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BOOK 1360 PAGE 581

NORTH CAROLINA

WAKE COUNTY

)
)
)

THIS DEED, Made this 22nd day of April, 1959, by Frank R. Anderson and wife, Bertha C. Anderson, of Wake County, North Carolina, parties of the first part, to Pylon, Inc., a North Carolina corporation with its principal office in Raleigh, North Carolina, party of the second part:

WITNESSETH: That said parties of the first part, in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) and other valuable considerations, to them paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to said party of the second part, its successors and assigns, a certain tract or parcel of land near the Village of Method, in Meredith Township, Wake County, North Carolina, and more particularly described as follows, viz:

BEGINNING at a point in the south line of the Seaboard Air Line Railroad and Southern Railroad right of way 12½ feet east of an iron axle in the corner of the land of S. G. Allen, said point being in the center line of a roadway 25 feet wide, one-half of which was located on the Clifton land and one-half on the land hereinafter described, runs thence with the center of said roadway South 3 degrees 50 minutes West 1804 feet to an iron axle; thence South 86 degrees 35 minutes East 1136 feet to an iron grate at fence post and two pine pointers in the land of North Carolina State College; runs thence with the west line of the said North Carolina State College land North 4 degrees 55 minutes East 2069 feet to an iron pipe in the southern line of the Seaboard Air Line Railroad and Southern Railroad right of way; thence with the south line of said Seaboard Air Line Railroad and Southern Railroad right of way in a southwesterly direction 1194.5 feet more or less to the BEGINNING, containing 51.6 acres more or less according to plat of Mrs. J. W. Harden's land made by C. M. Lambe, Civil Engineer, in March 1946. A hard surface road 16 feet wide crosses the northeast corner of the said land. It being the same land conveyed by Kate B. Harden, Widow, to Frank R. Anderson and wife by deed recorded in Book 940, at page 78, in the office of the Register of Deeds of Wake County, North Carolina.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said party of the second part, its successors and assigns, to its only use and behoof forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, covenant with said party of the second part, its successors and assigns, that they are seized of said premises in fee and have right to convey in fee simple; that the same are free and clear from all encumbrances, except this deed is

BOOK 1360 PAGE 582

made subject to taxes for the year 1959 and to lease to North Carolina State College dated June 21, 1954, and recorded in Book 1157, at page 498, in said Wake County Registry, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whosoever, except as herein stated.

IN TESTIMONY WHEREOF, the said Frank R. Anderson and wife, Bertha C. Anderson, parties of the first part, have hereunto set their hands and seals, the day and year first above written.



NORTH CAROLINA
WAKE COUNTY

Frank R. Anderson (SEAL)
Frank R. Anderson

Bertha C. Anderson (SEAL)
Bertha C. Anderson

I, Wyatt P. Mills, a Notary Public in and for said County and State, do hereby certify that Frank R. Anderson and wife, Bertha C. Anderson, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and Notarial Seal, this 23 day of April, 1959.

Wyatt P. Mills
Notary Public

My Commission Expires: 1-2-61

STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Wyatt P. Mills
A Notary Public of Wake County, State of North Carolina
is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 23 day of

April 1959
Jane L. Caruthers
Deputy Clerk Superior Court

Filed for Registration at 4:40 o'clock P M
April 23 1959, and registered in the
Office of the Register of Deeds for Wake County,
North Carolina, in Book 1360 Page 581
_____, 19____

H. P. Dunning
REGISTER OF DEEDS
DEPUTY

BK013632PG00221

WAKE COUNTY, NC 472
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/20/2009 AT 15:46:41

BOOK:013632 PAGE:00221 - 00223

This instrument prepared by: Wayne A. Roper, Attorney at Law, P.A.
Mail after recording to: Grantee
Brief Index Description: Beryl Road
P.I. No: 0018288
Excise Tax: 5-0-Gift Deed

NORTH CAROLINA NON-WARRANTY DEED (Without title exam.)

THIS DEED is made this 6th day of July, 2009, by and between:

Robert J. Baker and wife, Kathleen M. Baker

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

Palmetto Properties, LLC
Mailing Address:
521 Farmington Woods Drive
Cary, NC 27511-5647

(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 their interest in that certain pieces, parcels or tracts of land situated, in Wake County, North Carolina, and more particularly described as follows:

See the attached Exhibit "A" which is incorporated herein by reference.

Subject to that certain Deed of Trust dated 12/18/06 granted to BB&T Collateral Service Corporation as Trustee for the benefit of Branch Banking and Trust Company and recorded on 12/19/06 in Book 12320, Page 461, Wake County Registry.

The property hereinabove described were acquired by the Grantor by instrument recorded in Book 12320, Page 456, Wake County Registry.

TO HAVE AND TO HOLD all of the Grantor's interest in the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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

Robert J. Baker (SEAL)
Robert J. Baker
Kathleen M. Baker (SEAL)
Kathleen M. Baker

STATE OF North Carolina, COUNTY OF Wake
SEAL-STAMP

I, Katherine Marvin, a Notary Public of the County and State aforesaid, certify that Robert J. Baker and Kathleen M. Baker, Grantor, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6 day of July, 2009.

My commission expires: 10-15-2010 Katherine Marvin Notary Public



EXHIBIT A

LEGAL DESCRIPTION

BEGINNING at a p.k. nail located at the intersection of the centerline of Beryl Road with the centerline of a railroad spur track; and running thence from said beginning point with the property of Martin Architectural Building Products, Inc. (see Book of Maps 1986, Page 1127 in the Wake County Public Registry) six (6) lines with the centerline of said spur tract, each of which lines is a circular curve to the left having respectively and successively the following chord bearings and distances: (1) S. 68-03-52 W. 57.47 feet, (2) S. 57-53-59 W. 56.42 feet, (3) S. 51-37-01 W. 49.14 feet, (4) S. 43-21-59 W. 50.84 feet, (5) S. 33-59-20 W. 50.37 feet and (6) S. 25-39-41 W. 59.76 feet; thence partially with said spur tract centerline S. 20-18-16 W. 112.31 feet to an iron; thence four (4) lines with the property of Raleigh Interchurch Housing Corporation (now or formerly) as follows: (1) N. 67-44-56 W. 82.88 feet, (2) N. 68-36-50 W. 91.31 feet, (3) N. 69-36-50 W. 91.31 feet and (4) N. 70-39-49 W. 100.92 feet to an iron; thence with the property of Smith and Wade (now or formerly) (See Book of Maps 1978, Page 662) N. 19-44-10 E. 398.51 feet to an iron at N.C. Grid Coordinates N(Y) 744,079.70, E(X) 2,091,184.20; thence S. 80-46-36 E. 11.99 feet; thence S. 70-25-44 E. 77.25 feet to a p.k. nail in the right-of-way of Beryl Road; thence S. 69-40-24 E. 111.32 feet to a p.k. nail in the centerline of Beryl Road; thence with the centerline of said road four (4) calls and distances as follows: (1) S. 68-34-50 E. 98.32 feet, (2) S. 67-36-50 E. 98.3 feet, (3) S. 66-25-46 E. 33.77 feet and (4) S. 66-29-33 E. 79.76 feet to the nail at the place of BEGINNING; said property containing 3.68 acres and being shown on plat of survey dated August 20, 1988, (revised September 26, 1988) prepared by Priest, Craven & Associates, Inc. entitled "Property of Michael and Raquel Scheck", to which survey reference is hereby made.



BOOK:013632 PAGE:00221 - 00223

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ # of Pages

WAKE COUNTY, NC 248
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/04/2009 AT 14:41:28
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$605
BOOK:013689 PAGE:01623 - 01625

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 605.00

Parcel Identifier No. 0038950 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Harris & Hilton, PA, 7320 Six Forks Road, Raleigh, NC 27615

Brief description for the Index: LT 14, RIDGEWOOD

THIS DEED made this 4th day of September, 20 09, by and between

GRANTOR	GRANTEE
ROBIN LEAR PEACOCK 501 E. Whitaker Mill Road, Unit 301-B Raleigh, NC 27608-2651	BRIAN COX and wife, NATALIE COX 3416 Cherry Lane Raleigh, NC 27607

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 Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 14, Block J, Section 3, of the Ridgewood Subdivision, as shown on map of same prepared by Joseph N Farlow, Engineer, and recorded in Book of Maps 1956, Page 3, Wake County Register of Deeds

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

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:

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

(Entity Name)

Robin Lear Peacock (SEAL)

ROBIN LEAR PEACOCK

By: _____

_____ (SEAL)

Title: _____

By: _____

_____ (SEAL)

Title: _____

By: _____

_____ (SEAL)

Title: _____

State of North Carolina - County of Wake
I, the undersigned Notary Public of the County and State aforesaid, certify that ROBIN LEAR PEACOCK
_____ 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 4th day of September, 2009

My Commission Expires: 6/19/2010

Kristina M. Carter

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 _____

Kristina M. Carter

Wake County

North Carolina

_____, 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__.

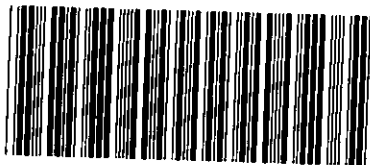
My Commission Expires: _____

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



BOOK:013689 PAGE:01623 - 01625

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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WAKE COUNTY, NC 114
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/03/2009 AT 11:19:30
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$650
BOOK:013749 PAGE:00694 - 00696

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$650.00

Parcel Identifier No. 0107274 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Please hold for: Douglass and Douglass, Box 54

This instrument was prepared by: DOUGLASS & DOUGLASS ATTORNEYS
Brief description for the Index: Lot 4, Map Book 1978, Page 662, Wake Co.

THIS DEED made this 2 day of November, 2009, by and between

GRANTOR	GRANTEE
SPARROW-JONES-MARTIN INVESTMENTS, General Partnership	NAMEE BARAKAT 5609 Tahoma Court Raleigh, NC 27606

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 his record interest in that certain lot or parcel of land situated in the Raleigh, Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 4, of Beryl O’Kelly Land, as same is shown on a map thereof recorded in Book of Maps 1978, Page 662, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3672 at Page 327.
A map showing the above described property is recorded in Plat Book 1978, Page 662.

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:

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

SPARROW-JONES-MARTIN INVESTMENTS
(Entity Name)

By: Ray Sparrow
General Partner

Title: _____

By: William C. Jones Jr
Title: General Partner

Title: _____

By: Michael H. Martin
Title: General Partner

Title: _____

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that **Ray Sparrow, General Partner, et al**, 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 2nd day of November, 2009.

My Commission Expires: 10/22/2012

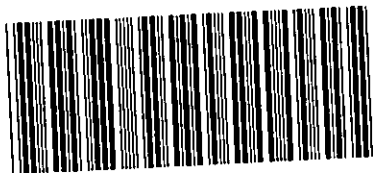
Valarie G. Hill
Notary Public

VALARIE G. HILL
NOTARY

PUBLIC
WAKE COUNTY, N.C.

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



BOOK:013749 PAGE:00694 - 00696

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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WAKE COUNTY, NC 315
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/06/2010 AT 15:49:52

BOOK:013817 PAGE:02712 - 02714

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 0

Parcel Identifier No. 0048776 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Ray McLean, Attorney P.O. Drawer 668, Coats, NC 27521

This instrument was prepared by: Ray McLean, Attorney

Brief description for the Index: Lots B-2, C,D & E

THIS DEED made this 6 day of January, 2010, by and between

GRANTOR	GRANTEE
Dr. Don G. Lane	1201 Ridge Road, LLC 12450 Cleveland Rd Ste 203 Garner, NC 27529

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lots B-2, C, D and E, as recorded in Book of Maps 1997, page 881, of the Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 13814 page 424.

A map showing the above described property is recorded in Plat Book 1997 page 881.

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:

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: _____

Dr. Don G. Lane

(SEAL)

(SEAL)

(SEAL)

(SEAL)

USE BLACK INK ONLY

SEAL-STAMP

NEIL
NOTARY
PUBLIC

USE BLACK INK ONLY

State of North Carolina - County of Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Dr. Don G. Lane 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 Jan, 2009.

My Commission Expires: 4/27/2013

Neil R. McLean
Notary Public

SEAL-STAMP

NEIL
NOTARY
PUBLIC

USE BLACK INK ONLY

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 forgoing 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-STAMP

NEIL
NOTARY
PUBLIC

USE BLACK INK ONLY

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

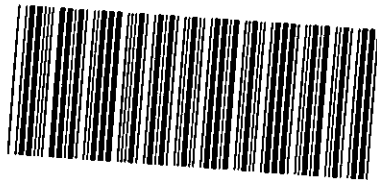
The foregoing Certificate(s) of _____ is/are certified to be correct.

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.

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

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

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



BOOK:013817 PAGE:02712 - 02714

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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22.004-1/20/06

WAKE COUNTY, NC 342
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/01/2010 AT 13:25:39

BOOK:013898 PAGE:01227 - 01230

Excise Tax NONE Recording Time, Book and Page
Real Estate ID: 0027212 PIN: 0795.17-00-7792

After recording mail to: Douglas J. Short of Manning, Fulton & Skinner, P.A.,
P.O. Box 20389, Raleigh, NC 27619-0389 (Box 133)
This instrument was prepared by: Douglas J. Short of Manning, Fulton & Skinner, P.A.
Brief description for the Index: Lot 42, Blk. A, Meredith Woods, Section One

NORTH CAROLINA GENERAL WARRANTY DEED OF GIFT

THIS DEED is made as of the 1 day of April, 2010, by and between

GRANTOR	GRANTEE
HELEN B. GURGANUS, a widowed woman 5301 Creedmoor Rd., Apt. 408 Raleigh, NC 27612	ALBERT EARLE GURGANUS and wife, SUSAN PERRY GURGANUS 4671 Lazy Creek Lane Wadmalaw Island, SC 29487

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, as a gift, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple that certain lot or parcel of land situated in Meredith Township, Wake County, North Carolina and more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

The above-described property was acquired by Grantor by that instrument recorded in Book 1928, Page 544, Wake County Registry.

A map showing the above-described property is recorded in Book of Maps 1964, Page 70, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid interest in and to 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: (i) Ad valorem taxes for the year 2010 and subsequent years, and (ii) enforceable easements, restrictions, and rights of way of record.

The Property herein conveyed does include the primary residence of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

Helen B. Gurganus
Helen B. Gurganus

STATE OF North Carolina :
COUNTY OF Wake :

I certify that the following persons personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Helen B. Gurganus.

Date: April 1, 2010

Notary Public: Molly J. Heling

Printed Name: Molly J. Heling

My Commission Expires 7/13/2013

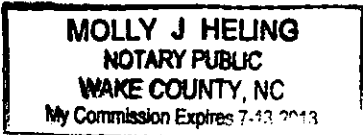
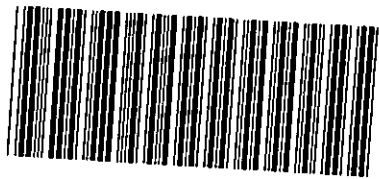


EXHIBIT A

BEGINNING at a stake in the southeastern line of Myron Drive said stake being distant in a northeastern direction as measured along the southeastern line of Myron Drive 128.10 feet from the point where the southeastern line of Myron Drive begins to curve into East Charlotte Court, said stake also marking a common corner of Lots 41 and 42, Block A, on map to which reference is hereinafter made; runs thence along the southeastern line of Myron Drive in a northeastern direction on a 1098.00 foot radius curve to the left a distance of 110 feet to a stake, a common corner of Lots 42 and 43; runs thence along the dividing line between Lots 42 and 43 South 43 degrees 55 minutes East 243.09 feet to a stake in the northwestern right of way line of the Belt Line (U. S. Highway No. 1), another common corner of Lots 42 and 43; runs thence along the northwestern right of way line of said Belt Line in a southwestern direction to a stake, a common corner of Lots 42, 39 and 40 (the chord distance of the last call being 125 feet); runs thence along the dividing line between Lots 40 and 42 North 46 degrees 34 minutes West 153.40 feet to a stake, a common corner of Lots 40, 41 and 42; runs thence along the dividing line between Lots 41 and 42 North 37 degrees West 129.90 feet to the point of BEGINNING, and being Lot 42, Block A, of Meredith Woods Subdivision, Section One, according to map recorded in Book of Maps 1964, page 70, Wake County Registry. This property was conveyed to William R. Vivrett, III and wife, Harriet R. Vivrett, by deed dated October 31, 1967, and recorded in Book 1793, page 14, Wake County Registry. This property was conveyed to Albert Gurganus and wife, Helen B. Gurganus by deed dated May 28, 1970 and recorded in Book 1928, Page 544, Wake County Registry.

This property is conveyed subject to a ten-foot drainage easement along the southeastern lot line, a ten-foot drainage and utility easement along the southwestern lot lines and a sewer easement crossing the southern corner of the above-described lot, all as shown on the aforesaid recorded map and survey by B. Dean Brown, dated September 26, 1967.



BOOK:013898 PAGE:01227 - 01230

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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WAKE COUNTY, NC 537
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/14/2010 AT 16:25:21
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$300
BOOK:013941 PAGE:02506 - 02508

Excise Tax \$300.00

Parcel ID#0143648

Prepared By: Timothy J Colgan, Attorney
111 Brooks Avenue
Raleigh NC 27607

Return To: Grantee @ 333 Fayetteville Street, Suite 100, Raleigh, NC 27601

Brief Description for Index:

Greater Portion of Lot 20, Mary E Moore Property, BM1985-1457

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 14th day of May, 2010, by and between **Kerry Bassett Stenke (f/k/a Kerry A. Bassett) and husband, Michael Stenke** ("Grantor") and **Raleigh Development Company IV, LLC** ("Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron pipe in the Eastern right of way line of Marilyn Drive, said iron pipe being the Northwest corner of Lot 21, runs along the Eastern right of way line of Marilyn Drive 04 degrees East 75 feet to an existing iron pipe, the Southwest corner of Lot 19; runs thence along the Southern line of Lot 19, 85 degrees 46' 35" East 132.85 feet to an existing iron pipe; runs thence South 04 degrees 04' 20" West 75.19 feet to an existing iron pipe in the Northern line of Lot 21, runs thence along the Northern line of Lot 21 North 85 degrees 41' 40" West 132.75 feet to an iron pipe in the Eastern right of way line of Marilyn Drive, the point and place of BEGINNING and being the greater

portion of Lot 20, Mary E. Moore Property according to a survey and plat prepared by T. David Whitt, RSL, dated July 9, 1996, and as shown on map recorded in Book of Maps 1985, Page 1457, Wake County Registry.

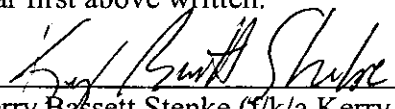
The property hereinabove described was acquired by Grantor by instrument recorded in Book 11040, Page 2176, Wake County Registry.

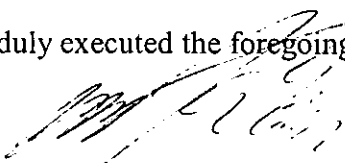
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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:

All easements, conditions, restrictions, and rights-of-way of record;
ad valorem taxes

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

 (SEAL)
Kerry Bassett Stenke (f/k/a Kerry A. Bassett)

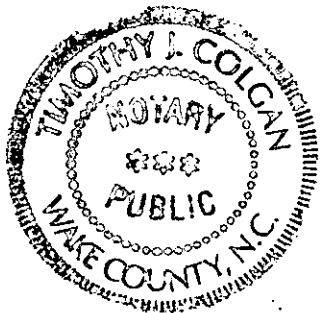
 (SEAL)
Michael Stenke

STATE OF NORTH CAROLINA

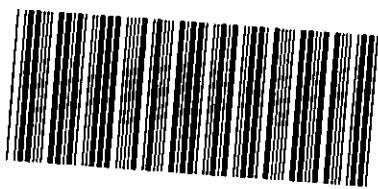
COUNTY OF WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that **Kerry Bassett Stenke (f/k/a Kerry A. Bassett) and husband Michael Stenke**, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and Notarial stamp or seal, this 14th day of May, 2010.

My Commission Expires: 06-13-2010




Notary Public



BOOK:013941 PAGE:02506 - 02508

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Laura M. Riddick
Register of Deeds

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WAKE COUNTY, NC 357
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/28/2011 AT 14:19:16
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$400
BOOK:014251 PAGE:02210 - 02215

Excise Tax \$400.00

Parcel ID#0065725

Prepared By: Timothy J Colgan, Attorney
111 Brooks Avenue
Raleigh NC 27607

Return To: Grantee: @ 214 Faircloth St., Raleigh, NC 27607

Brief Description for Index:
Lots 81 & 82, Wilmont, BM1924-10

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 26th day of January, 2011, by and between **William Scott Smith, Jr., Limited Personal Representative of the Helen J. Smith, William Scott Smith, Jr. and wife, Linda Marlean Smith, heirs, and Margaret S. Stamper and husband, Gilbert Weaver Stamper, heirs** ("Grantor") and **Bryce M. Barker, Jr.** ("Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lots 81 and 82, Wilmont Subdivision according to plat of same made by C.L. Mann, C.E. in August, 1925 and recorded in Book of Maps 1924, Page 10, Wake County Registry, and also shown on plat recorded in Book of Maps 1927, Page 43, Wake County Registry.

The property hereinabove described was acquired by Grantor(s) by instrument recorded in Book 1569, Page 452, Wake County Registry. See Estate file 10E2633.

All easements, conditions, restrictions, and rights-of-way of record;
ad valorem taxes

BY: William Scott Smith, Jr. (SEAL)
William Scott Smith, Jr., Limited Personal Representative

 (SEAL)  (SEAL)
William Scott Smith, Jr. their Linda Marlean Smith

_____(SEAL) _____(SEAL)
Margaret S. Stamper, heir Gilbert Weaver Stamper, heir

COUNTY OF _____

My Commission Expires: 06-13-14

Notary Public

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:

All easements, conditions, restrictions, and rights-of-way of record;
ad valorem taxes

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

Estate of Helen J. Smith

BY: _____ (SEAL)
William Scott Smith, Jr., Limited Personal Representative

_____(SEAL) _____(SEAL)
William Scott Smith, Jr., heir Linda Marlean Smith

Margaret S. Stamper (SEAL) Gilbert W. Stamper (SEAL)
Margaret S. Stamper, heir Gilbert Weaver Stamper, heir

STATE OF _____

COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that **William Scott Smith, Jr., Limited Personal Representative of The Estate of Helen J. Smith**, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and Notarial stamp or seal, this _____ day of January, 2011.

My Commission Expires:

Notary Public

STATE OF NORTH CAROLINA

COUNTY OF WAKE_____

I, the undersigned Notary Public of the County and State aforesaid, certify that William Scott Smith, Jr. and wife, Linda Marlean Smith, heirs, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and Notarial stamp or seal, this 27th day of January, 2011.

My Commission Expires: 06-13-2011

Notary Public



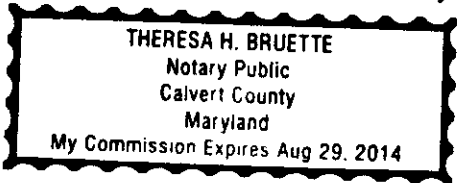
STATE OF Maryland
COUNTY OF Calvert

I, the undersigned Notary Public of the County and State aforesaid, certify that **Margaret S. Stamper and husband, Gilbert Weaver Stamper**, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and Notarial stamp or seal, this the 26 day of Jan, 2011.



My Commission Expires: 8-29-14

[Signature]
Notary Public





BOOK:014251 PAGE:02210 - 02215

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Laura M. Riddick
Register of Deeds

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BK014268PG01356

WAKE COUNTY, NC 131
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/14/2011 AT 10:08:26

BOOK:014268 PAGE:01356 - 01358

Excise Tax: 0.00
Prepared **WITHOUT TITLE EXAMINATION** by and mail after recording to:
GRANTEE

Parcel Identifier No.: 0000146
North Carolina)
Wake County)

QUITCLAIM DEED

THIS DEED made and entered this 10th day of February, 2011, by and between

GRANTOR	GRANTEE
Carole Hayes Webb 2212 Myron Drive Raleigh, North Carolina 27607	Carole Hayes Webb 2212 Myron Drive Raleigh, North Carolina 27607

WITNESSETH, that Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does remise, release and forever quitclaim unto the Grantee and her heirs and assigns all right, title, claim and interest of the said Grantor, all that certain lot or parcel of land situated in the County of Wake, City of Raleigh, North Carolina and more particularly described as follows:

Being all of Lot 44, Block A, of Meredith Woods Subdivision, Section One, according to map recorded in Book of Maps 1964, Page 70, in the office of the Wake County Register of Deeds.

The property hereinabove described was acquired solely by Grantor upon the death of Harry Heilman Webb. The property was previously held by Harry Heilman Webb and Carole Hayes Webb, tenancy by the entirety. This Deed is given to reflect the ownership of said property in the Grantee.

To have and to hold the aforesaid tract or parcel of land and all privileges thereunto belonging to her the said Grantee and her heirs and assigns free and discharged from all right, title, claim or interest of the said Grantor or anyone claiming by, through or under them. Title to the property hereinabove described is subject to the following exceptions if any: ANY AND ALL OF PUBLIC RECORD.

The Grantor makes no warranty, express or implied, as to the title to the property hereinabove described.

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

Carole Hayes Webb (SEAL)
Carole Hayes Webb

State of North Carolina
County of Wake

I, the undersigned Notary Public for Wake County, North Carolina, certify that Carole Hayes Webb, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 10th day of February, 2011.

Michael Christian Murray
Notary Public Signature

Michael Christian Murray
Print Name

My commission expires: 10/20/2015



BOOK:014268 PAGE:01356 - 01358

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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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BK014321PG00763

WAKE COUNTY, NC 340
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/11/2011 AT 16:05:49
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$440
BOOK:014321 PAGE:00763 - 00765

Excise Tax \$ 440.00

Tax Lot No. 0079982..... Parcel Identifier No.
Verified by County on the day of, 20...
by

Mail after recording to **GRANTEE**

This instrument was prepared by **JOHN F. WIBLE, P.A.**

Brief description for the Index

Lot 2, Block J, Sec. 3, Ridgewood

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 11 day of April, 2011, by and between

GRANTOR	GRANTEE
Loren William Gilbert (unmarried)	Sarah Hopkins
	3421 Wade Avenue Raleigh, NC 27607 (property address)
	300 West Hargett Street Unit 446 Raleigh, NC 27601 (mailing address)

BK014321PG00764

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 Raleigh, Township, **Wake County**, North Carolina and more particularly described as follows:

BEING all of Lot 2, Block J, as shown on Plat entitled "Section 3, Ridgewood, Raleigh, North Carolina", dated October 19, 1955, prepared by Joseph N. Farlow, Consulting Engineer, and recorded in Book of Maps 1956, Page 3, Wake County Registry, North Carolina.

Property herein conveyed does x does not include Primary residence of Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 9932, Page 2060, Wake County Registry.**

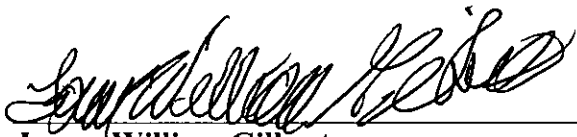
A map showing the above described property is recorded in **Plat Book 1956, Page 3, Wake County Registry.**

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

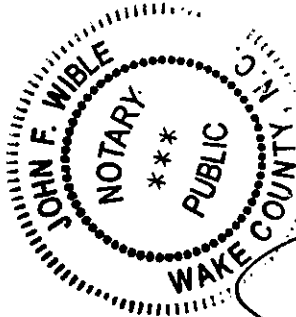
- 1. General public service and utility easements and restrictions of record.
- 2. Ad valorem real property taxes for 2011.

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.



Loren William Gilbert (Seal)

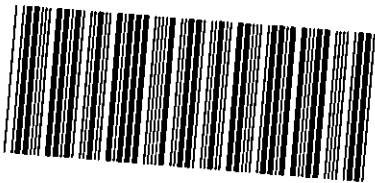
STATE OF NORTH CAROLINA, WAKE COUNTY



I, a Notary Public of the County and State aforesaid, certify that **Loren William Gilbert**, who is/are personally known to me or who provided satisfactory evidence of his/her/their identity(ies), personally appeared before me this day and acknowledged the execution of the foregoing instrument and that said act was done voluntarily for the purposes stated therein. Witness my hand and official stamp or seal this 11 day of **April, 2011**.

My Commission Expires: 8/29/2013

Notary Public



BOOK:014321 PAGE:00763 - 00765

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages **6 C**

WAKE COUNTY, NC 378
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/01/2011 AT 14:56:10
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$1800
BOOK:014364 PAGE:02456 - 02458

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1,800.00

Parcel Identifier No. 109603 Verified by County on the day of 20
By:

Mail/Box to: Grantee

This instrument was prepared by: W. E. Rouse, Jr.

Brief description for the Index: Lot 36, Pylon Commercial Park

THIS DEED made this 1 day of June, 2011, by and between

GRANTOR	GRANTEE
SHOCCO CREEK, LLC, a North Carolina limited liability company	PYLON, INC., a North Carolina corporation
P. O. Box 33788 Raleigh, NC 27636	501 Uwharrie Court, NE Raleigh, NC 27607

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.
This is not the primary residence of Grantor.

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 Raleigh, Township, Wake County, North Carolina and more particularly described as follows:

Being Lot 36, Pylon Commercial Park, as shown on plat recorded in Book of Maps 1979, Page 771, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12162 page 2398.

A map showing the above described property is recorded in Plat Book 1979 page 771.

BK014364PG02457

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) 2011 ad valorem taxes, not yet due and payable and (2) public utility easements of record.
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

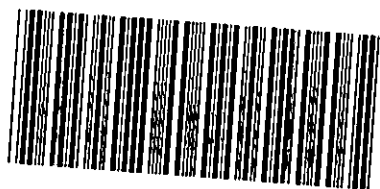
SHOCCO CREEK, LLC (Entity Name) _____ (SEAL)
By: [Signature] _____ (SEAL)
Title: MEMBER/MANAGER
By: _____ (SEAL)
Title: _____
By: _____ (SEAL)
Title: _____

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 Wake
I, the undersigned Notary Public of the County and State aforesaid, certify that H. H. Honeycutt III personally came before me this day and acknowledged that he is the member/manager of Shocco Creek, LLC, 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 1 day of June, 2011.
My Commission Expires: 6/28/14
[Signature]
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



BOOK:014364 PAGE:2456 - 2458

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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This Document
_____ 3 New Time Stamp
_____ # of Pages

WAKE COUNTY, NC 18
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/30/2011 AT 09:02:35
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$640
BOOK:014480 PAGE:00432 - 00439

Prepared by & after recording return to:

Mike Gaw
Waffle House, Inc.
5986 Financial Drive
Norcross, GA 30071

Excise Tax: \$640.00 Parcel # 68215
STATE OF NORTH CAROLINA

COUNTY OF WAKE

NORTH CAROLINA GENERAL WARRANTY DEED

This North Carolina General Warranty Deed is made as of this 30th day of September, 2011, by and among **VICTORIA MARTIN LANGLEY, DEBORAH ANN MARTIN and LEROY B. MARTIN, III**, as Trustees of the **ELVA A. KOST GRANDCHILDREN’S TRUST** under Trust Agreement dated November 12, 1997, Grantor, whose address is 717 Blenheim Drive, Raleigh, NC 27612, and Waffle House, Inc., a Georgia corporation, Grantee, whose address is 5986 Financial Drive, Norcross, GA 30071. 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.

The Grantor, for valuable consideration received from Grantee, conveys to Grantee, in fee simple, the property described as follows (intending to and including all appurtenances thereto):

Being the same real property described on the attached Exhibit “A”, which is incorporated herein by reference (the “Property”).

And the Grantor covenants with the Grantee, that Grantor is seized of the property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, other than as stated on the attached Exhibit “B”, which is incorporated herein by reference, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

And, the Grantor further covenants with the Grantee that Grantor will not will not buy, sell, lease or otherwise make available any land, either now controlled by Grantor or acquired subsequent to

the date hereof within one thousand (1,000) lineal feet of the Property, for use by any type of 24-hour restaurant, or by any restaurant that provides table service and that derives more than ten (10%) of its revenue from the combined sales of breakfast-oriented menu items (i.e. eggs, ham, bacon, sausage, muffins, croissants, biscuits, waffles, coffee and coffee type beverages, donuts, cereals, pancakes and bagels). Examples of such restaurants, include without limitation, Denny's, Huddle House, Village Inn and International House of Pancakes. This covenant shall be for a period time which is the lesser of (i) fifty (50) years or (ii) the maximum restrictable time under state law on the date of execution hereof. Also, this covenant shall be binding upon Grantor and the Grantor's successors, assigns, and beneficiaries and shall bind and run with title to Grantor's property restricted hereby for the benefit of and as an appurtenance to the Property. Grantor does further agree that it will not convey any interest in land within the restricted area except by lease or deed containing the restrictive covenant set forth herein, which fully protects Grantee's interest herein. Any subsequent purchaser or lessee under the Grantor of such restricted property shall be bound by these same provisions and agrees that the foregoing covenant is attached to and runs with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, as of the above date, Grantor signed this deed, as the act of Grantor.

GRANTOR:

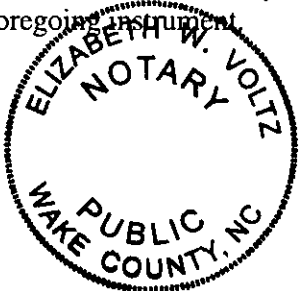
Deborah Ann Martin
DEBORAH ANN MARTIN, as Trustee of the
Elva A. Kost Grandchildren’s Trust under Trust Agreement
dated November 12, 1997

State of North Carolina - County of Wake

I, a Notary Public of said County and State, certify that **DEBORAH ANN MARTIN**, a
Trustee of the Elva A. Kost Grandchildren’s Trust under Trust Agreement dated November
12, 1997, who is personally known to me, personally appeared before me this 21st day of
September, 2011 and acknowledged the voluntary due execution of the foregoing instrument.

My Commission Expires: 10/16/2011

Elizabeth W. Voltz
Notary Public



[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

In witness whereof, as of the above date, Grantor signed this deed, as the act of Grantor.

GRANTOR:

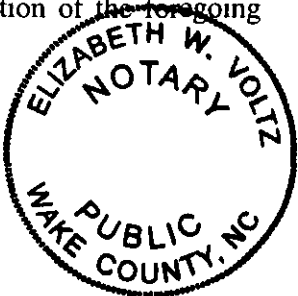
Victoria Martin Langley
VICTORIA MARTIN LANGLEY, as Trustee of the
Elva A. Kost Grandchildren's Trust under Trust Agreement
dated November 12, 1997

State of North Carolina - County of Wake

I, a Notary Public of said County and State, certify that **VICTORIA MARTIN LANGLEY**, a **Trustee of the Elva A. Kost Grandchildren's Trust under Trust Agreement dated November 12, 1997**, who is personally known to me, personally appeared before me this 21st day of **September**, 2011 and acknowledged the voluntary due execution of the foregoing instrument.

My Commission Expires: 10/16/2011

Elizabeth W. Voltz
Notary Public



[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGES]

In witness whereof, as of the above date, Grantor signed this deed, as the act of Grantor.

GRANTOR:


LEROY B. MARTIN, III, as Trustee of the
Elva A. Kost Grandchildren's Trust under Trust Agreement
dated November 12, 1997

Commonwealth of Massachusetts - County of Essex

I, a Notary Public of said County and State, certify that **LEROY B. MARTIN, III**, a
Trustee of the Elva A. Kost Grandchildren's Trust under Trust Agreement dated November
12, 1997, who is personally known to me, personally appeared before me this 23 day of
September, 2011 and ~~acknowledged the voluntary due~~ execution of the foregoing instrument.

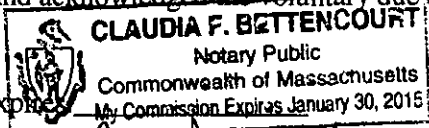
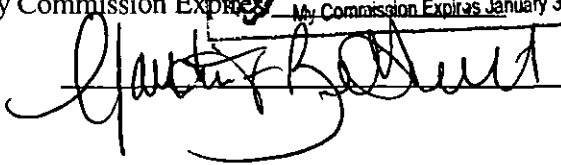
My Commission Expires   Notary Public
The seal contains the text: **CLAUDIA F. BETTENCOURT**, Notary Public, Commonwealth of Massachusetts, My Commission Expires January 30, 2015.

EXHIBIT "A"

Legal Description of the Property

BEGINNING at a new nail, the point where the East right-of-way line of Beryl Road intersects with the South right-of-way line of Hillsborough Street, N.C. Grid Coordinates N 744,291.770, E 2,091,655.5810, thence with the South right-of-way line of Hillsborough Street South 76 degrees 25 minutes 06 seconds East a distance of 200.66 feet to a new nail in the West right-of-way of Seaboard Air Line Railroad Company; thence with the West right-of-way line of Seaboard Air Line Railroad Company (Railroad right of way is 16 feet in width measured 8 feet on both sides from the centerline of the tracks) along a curve curving to the left with the following two (2) chords:

- #1: South 26 degrees 28 minutes 32 seconds East a distance of 101.86 feet to a new nail;
- #2: South 33 degrees 29 minutes 06 seconds East a distance of 62.66 feet to a new iron pipe in the northern right-of-way line of Seaboard Air Line Railroad Company (right of way is measured 100 feet north of the centerline of the main track);

Thence with the North right-of-way line of Seaboard Air Line Railroad the following two (2) calls:

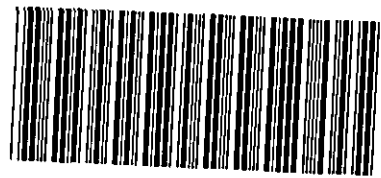
- #1: North 65 degrees 34 minutes 06 seconds West a distance of 201.21 feet to a new iron pipe;
- #2: North 67 degrees 28 minutes 26 seconds West a distance of 165.85 feet to a new nail in the Eastern right-of-way line of Beryl Road;

Thence with the eastern right-of-way line of Beryl Road North 54 degrees 29 minutes 07 seconds East a distance of 75.39 feet to the point and place of beginning; containing 23,027.80 square feet, 0.529 acres and being a portion of Lot 2 as shown on Plat entitled "Recombination of a Portion of Meredith College Lands" as recorded in Book of Maps 1976, Page 460, Wake County Registry.

EXHIBIT "B"

Permitted Title Exceptions

1. Taxes for the year 2011, which are a lien, but not yet due and payable, and all subsequent years.
2. Easements and any other facts as shown in Book of Maps 1976, Page 460; Book of Maps 1946, Page 42 and Book of Maps 1941, Page 19, all of the Wake County Registry.
3. Easement to Southern Bell Telephone & Telegraph Company recorded in Book 717, Page 255, aforesaid records.
4. Matters shown on Survey dated June 3, 2011 by John Y. Phelps, Professional Land Surveyor, entitled "WH Capital, L.L.C."



BOOK:014480 PAGE:00432 - 00439

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ # of Pages

WAKE COUNTY, NC 896
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/17/2011 AT 15:39:02
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$256
BOOK:014500 PAGE:02015 - 02017

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 256.00
Parcel Identifier No. 0062668 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Grantee
This instrument was prepared by: Wayne A. Roper, Attorney at Law, P.A., 5660 Six Forks Road, Ste 104, Raleigh, NC 27609
Brief description for the Index: LOT 5, Ridgewood Subdivision, Block J.

THIS DEED made this _____ day of _____, 20____ by and between

GRANTOR	GRANTEE
Jay L. Ellington and spouse, Paula T. Ellington 1707 Fairview Road Raleigh, NC 27605	John D. Williams, IV and spouse, Julie Williams 3413 Wade Avenue Raleigh, NC 27607

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 the City of _____ Raleigh _____, _____ Raleigh _____ Township, _____ Wake _____ County, North Carolina and more particularly described as follows:

BEING all of Lot 5 in Ridgewood Subdivision, Block J. as shown on plat recorded in Book of Maps 1956, Page 3, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.
All or a portion of the property herein conveyed X includes or _____ does not include the primary residence of a Grantor.
A map showing the above described property is recorded in Plat Book _____ 1956 _____ page _____ 3 _____.

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: Restrictive covenants recorded in Book 1143, Page 189, and Book 1177, Page 223, and Book 1227, Page 26, and Book 1231, Page 125, Wake County Registry.

Easements and Restrictions of record.

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

(Entity Name)

By: _____

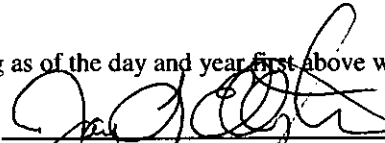
Print/Type Name & Title: _____

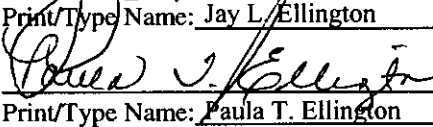
By: _____

Print/Type Name & Title: _____

By: _____

Print/Type Name & Title: _____

 (SEAL)
Print/Type Name: Jay L. Ellington

 (SEAL)
Print/Type Name: Paula T. Ellington

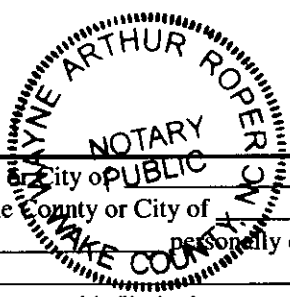
Print/Type Name: _____

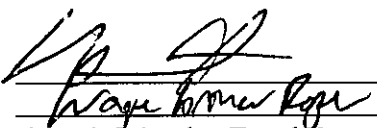
Print/Type Name: _____

State of North Carolina - County or City of Wake

I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Jay L. Ellington and spouse, Paula T. Ellington 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 17th day of October, 2011.

My Commission Expires: 6/1/2014
(Affix Seal)



 Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ 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: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

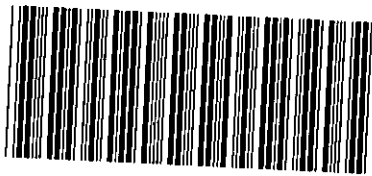
State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City 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



BOOK:014500 PAGE:02015 - 02017

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Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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This Document
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3 # of Pages ss

BK014741PG02174

WAKE COUNTY, NC 370
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/26/2012 AT 14:46:45

BOOK:014741 PAGE:02174 - 02178

Revenue stamps: \$-0*-
Real Estate ID Numbers: 0015219; 0010821; & 0019156

Prepared by: Grayson S. Hale, Esq., K&L Gates LLP
Return to: K&L Gates LLP – VAULT BOX # 123

Brief Description for the Index

Lots 22, 23, & 24 Ridgewood, Block H,
Section III, BOM 1956, Page 64

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 17 day of April, 2012, by and between

GRANTOR	GRANTEE
COUNTRY CLUB HOMES, INC, a North Carolina corporation with a mailing address of: PO Box 19726 Raleigh, NC 27619	RIDGEWOOD SHOPPING CENTER, LLC, a North Carolina limited liability company with a mailing address of: PO Box 19726 Raleigh, NC 27619

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.

*This conveyance is for business convenience only. No consideration in property or money is due or was paid by Grantee to the Grantor. Consequently, no revenue or excise stamps are required for recording this deed pursuant to N.C.G.S. § 105-228.29 [See also Attorney General Opinion 43 N.C.A.G. 79 (1973)].

WITNESSETH, that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, and transfer unto the Grantee in fee simple, all those certain tracts or parcels of land lying and being in the City of Raleigh, Wake County, North Carolina, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

All the Property herein conveyed does not include the primary residence of Grantor.

All of the Property hereinabove described was acquired by Grantor by instruments recorded in Book 1879, Page 30, Book 10178, Page 1190, and Book 12166, Page 2138, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the Property hereinabove described.

[The next page is the signature page.]

[The remainder of this has been intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 17 day of April, 2012, and delivered as of the date indicated on the first page of this Deed.

COUNTRY CLUB HOMES, INC.,
a North Carolina corporation

By: [Signature]
Name: Andrew H. Techet
Title: President/CEO

Wake County, State of North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Andrew H. Techet.

Date: 4/17/12

My Commission Expires:

4/11/17

Lucille B. Norris
Notary Public
Print Name: Lucille B. Norris

[Affix Notary Seal or Stamp below]

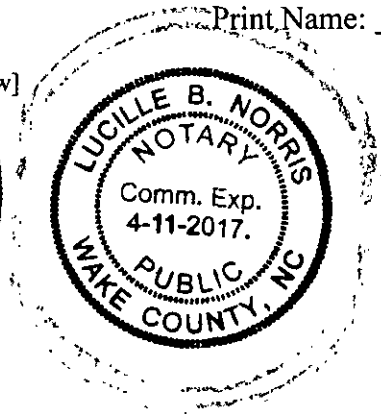
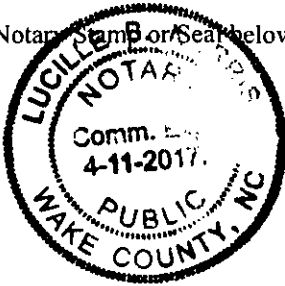


EXHIBIT A
PROPERTY

BEING all those certain tracts or parcels of land situated in the City of Raleigh, Wake County, North Carolina and being more particularly described as follows:

Tract 1:

BEGINNING at a stake in the northeastern line of Wade Avenue (formerly Faircloth Street), said stake marking a common corner of Lots 22 and 23, Block H on map to which reference is hereinafter made; runs thence along the northeastern line of Faircloth Street in a northwesterly direction as it curves 80 feet to a stake; runs thence North 3 degrees 5 minutes East 108 feet to a stake, a common corner of Lots 22, 9 and 10; runs thence along the dividing line between Lots 22 and 9, South 66 degrees 55 minutes East 127 feet to a stake, said stake being distant in a western direction 23 feet from a common corner of Lots 22 and 23; runs thence along a new line through Lot 22 South 29 degrees 9 minutes West 122.96 feet to the point of BEGINNING and being the greater portion of Lot 22, Block H of Ridgewood Subdivision, Section 3 according to the map recorded in Book of Maps 1956, Page 64, Wake County Registry, North Carolina.

Tract 2:

Beginning at an iron stake in the northeastern right-of-way of Wade Avenue and Faircloth Street, southwestern corner of Lot 23, Block H, Ridgewood, Section 3, Book of Maps 1956 at Page 64, Wake County Registry, said point of beginning being distant 989.66 feet from the eastern right-of-way of Ridge Road as measured along the northern right-of-way of Wade Avenue and Faircloth Street; runs thence as a first call along a line cutting through Lot 22 North 29 degrees 9 minutes East 122.9 feet to a point in the northern line of Lot 22; runs thence South 66 degrees 55 minutes East 23 feet to a stake, corner of Lot 22 and 23; runs thence continuing South 66 degrees 55 minutes East 72 feet to a stake, northwest corner of Lot 24; runs thence along the line dividing Lots 23 and 24 South 32 degrees 43 minutes West 164 feet to a point in the northern right-of-way of Wade Avenue; runs thence in a northwestern direction along the northeastern right-of-way of Wade Avenue and Faircloth Street a distance of 90 feet to the point and place of beginning, and being the eastern portion of Lot 22 and all of Lot 23, Block H, Ridgewood Subdivision, Section 3, Book of Maps 1956 at Page 64, Wake County Registry, according to survey prepared by Sam Powell, Registered Surveyor, dated June 24, 1964; and also being all of Lot 23 according to survey prepared by John A. Edwards & Company, dated May 6, 2003.

Tract 3:

Being all of that certain tract or parcel of land designated as Lot 24, Block H, Section III, Ridgewood Subdivision as shown on plat of survey recorded in Book of Maps 1956, Page 64, Wake County Registry, which plat is referenced for a more particular description.



BOOK:014741 PAGE:02174 - 02178

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ # of Pages
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WAKE COUNTY, NC 520
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/31/2012 AT 14:30:48

BOOK:015085 PAGE:00815 - 00819

Prepared By: Attorney General's Office / Property Control Section
P.O. 629, Raleigh, North Carolina 27602
SPO File No.: 092-AGF (Property Disposition) / DOJ File No.: PC-12-00251

After Recording Return to: Hunton & Williams LLP
Attn: Mary Nash Rusher
Post Office Box 109
Raleigh, North Carolina 27602

The property conveyed herein does not include the primary residence of the Grantor.

Excise Tax: \$ 0.00 Tax ID No.: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE
NON-WARRANTY DEED

THIS DEED, made as of the date set forth in the notary acknowledgement below, by the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Grantor," to the NORTH CAROLINA MUSEUM OF ART FOUNDATION, INC., a North Carolina nonprofit corporation, located at 2110 Blue Ridge Road, Raleigh, North Carolina 27607, hereinafter referred to as "Grantee";

The designation Grantor and Grantee as used herein shall include said parties, their successors and assigns and shall include singular or plural as required by context.

WITNESSETH:

THAT, WHEREAS, the North Carolina Department of Cultural Resources has authorized the execution of this instrument; and

WHEREAS, the Council of State at a meeting held in the City of Raleigh, North Carolina, on the 4th day of December, 2012, approved this conveyance and directed execution of this instrument.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has

bargained and sold and by these presents does hereby bargain, sell and convey unto Grantee its successors and assigns, in fee simple subject to a condition subsequent as set forth herein, all of that certain tract or parcel of land, lying and being in Meredith Township, City of Raleigh, Wake County, North Carolina, and more particularly on **Exhibit A** attached hereto and incorporated herein by this reference (as described on Exhibit A, the "Property").

The Property is conveyed to Grantee on condition that Grantee use the Property or any income arising from the Property solely (a) for Grantee's corporate purpose of supporting the North Carolina Museum of Art (the "Art Museum"), which is located immediately adjacent to the Property, or (b) for such other purpose as may be permitted by N.C. Gen. Stat. § 146-29.1, as amended from time to time. Subject to the terms and conditions hereof, Grantee shall have the right (a) to lease, sublease or otherwise contract with third parties in order to optimize the use of the Property for Grantee's corporate purpose of supporting the Art Museum or (b) to transfer the Property to an entity that is wholly owned by Grantee.

In the event Grantee ceases to use the Property for the purposes set forth above, then Grantor may, at its option, re-enter the Property and all right, title and interest granted herein shall revert to Grantor, restoring fee simple absolute title in the Property to Grantor. It is the intention of Grantor to transfer a fee simple subject to a condition subsequent, and Grantor expressly retains a right to re-enter (also known as a power of termination) upon occurrence of the condition(s) subsequent set forth herein. Such right shall be expressly subordinate to any liens, encumbrances, or claims of third parties, including construction lenders and permanent lenders with respect to any improvements that are located or constructed on the Property in accordance with the terms and conditions hereof.

TO HAVE AND TO HOLD the Property and all rights, privileges and appurtenances thereunto belonging to Grantee, its successors and assigns, subject to the right of re-entry and reversion as set forth herein.

Grantor makes no warranty, express or implied, as to the title of the Property.

Property is conveyed subject to the existing right-of-way of Wade Avenue and Blue Ridge Road.

[remainder of page intentionally left blank - signatures on following page]

IN TESTIMONY WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by BEVERLY EAVES PERDUE, Governor, attested by ELAINE F. MARSHALL, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by virtue of the power and authority aforesaid, all as of the date set forth in the notary acknowledgment below.

STATE OF NORTH CAROLINA

By: Beverly Eaves Perdue
Governor

ATTEST:

Elaine F. Marshall
Secretary of State

APPROVED AS TO FORM:
ROY COOPER, Attorney General

By: [Signature]
Assistant Attorney General



STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Jennell Baughman, a Notary Public for Johnston County, North Carolina, do certify that ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of the State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by BEVERLY EAVES PERDUE, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 31st day of December, 2012.

My commission expires: 11-21-2016

Jennell Baughman
Notary Public
Print Name: Jennell Baughman

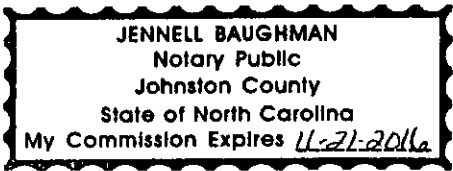
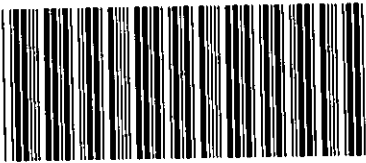


EXHIBIT A

Legal Description attached to Non-Warranty Deed
State of North Carolina to the North Carolina Museum of Art Foundation, Inc.

Being that certain parcel or tract of land located in Meredith Township, City of Raleigh, Wake County, North Carolina, bounded on the west by the eastern right-of-way of Blue Ridge Road, bounded on the south by the northern right-of-way of Wade Avenue and bounded on the north, in part, by the southern right-of-way line of an existing road and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way of Blue Ridge Road and the northern right-of-way of Wade Avenue, specifically, the west bound exit ramp of Wade Avenue to Blue Ridge Road; thence from said point of beginning the following five (5) courses and distances along said northern right-of-way of Wade Avenue: (1) South 71 degrees 00' 19.54" East 356.089 feet to a point; (2) South 75 degrees 03' 28.94" East 349.829 feet to a point; (3) South 83 degrees 46' 48.98" East 347.043 feet to a point; (4) South 86 degrees 59' 41.75" East 481.662 feet to a point; (5) North 88 degrees 04' 55.61" East 331.335 feet to a point; thence leaving the northern right-of-way line of Wade Avenue along and with a new line North 14 degrees 23' 46.74" East 137.680 feet to a point; thence North 59 degrees 17' 22.12" West 109.038 feet to a point; thence North 62 degrees 57' 04.05" West 469.210 feet to a point; thence North 65 degrees 24' 57.04" West 364.493 feet to a point; thence North 57 degrees 46' 18.98" West 87.464 feet to a point; thence following the curve of a circle to right having a radius of 415.00 feet and an arc length of 243.690 feet to a point; thence North 24 degrees 07' 39.25" West 280.225 feet to a point; thence following a curve to the right having a radius of 129.00 feet and an arc length of 182.501 feet to a point; thence North 56 degrees 55' 51.04" East 4.813 feet to a point; thence North 32 degrees 44' 53.84" West 133.012 feet to a point; thence North 57 degrees 15' 05.37" East 145.732 feet to a point; thence North 29 degrees 35' 56.05" West 304.569 feet to a point; thence North 10 degrees 52' 38.13" East 254.294 feet to a point; thence North 78 degrees 47' 24.09" West 282.645 feet to a point; thence South 66 degrees 12' 35.91" West 88.480 feet to a point in the eastern right-of-way of Blue Ridge Road; thence leaving said new line along the eastern right-of-way of Blue Ridge Road the following four (4) courses and distances: (1) South 03 degrees 54' 22.26" West 65.426 feet to a point; (2) South 10 degrees 00' 33.41" West 151.362 feet to a point; (3) South 11 degrees 37' 46.61" West 1391.456 feet to a point; (4) South 04 degrees 28' 18.09" West 91.029 feet TO THE POINT AND PLACE OF BEGINNING; containing 1,484,809.96 square feet or 34.08 acres, more or less.



BOOK:015085 PAGE:00815 - 00819

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ New Time Stamp
5 # of Pages

This deed drawn by George M. Anderson BOOK 1510 PAGE 631

NORTH CAROLINA—Wake County.

THIS DEED, made this 25th day of June, 1962, by Frank Harper Moore and wife, Lillian Norwood Moore, Grantors,

To Ralph James Peeler, Jr. and wife, Shirley H. Peeler, Grantees,

Wake County, North Carolina; Witnesseth: That the Grantors, in consideration of Ten Dollars and other valuable consideration to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the Grantees, their heirs, or successors, and assigns, the parcel(s) of land in Wake County, North Carolina, in _____ Township, adjoining the lands of _____ and others, and more particularly described as follows:

BEGINNING at the Southeast point of intersection of the right of way of Ridge Road and Leonard Street; thence with the Southern edge of the right of way of Leonard Street, South 74 degrees 45 minutes East 133 feet to a point; thence South 9 degrees 17 minutes West 162.9 feet to a point; thence North 74 degrees 58 minutes West 113.82 feet to a point in the Eastern edge of the right of way of Ridge Road; thence with the Eastern edge of the right of way of Ridge Road, 166.1 feet in a Northerly direction to the point and place of BEGINNING, and being all of Lot 21, Block H, Section Two, Ridgewood Subdivision, according to a map of the same recorded in Book of Maps 1954, at Page 68, Wake County, North Carolina Registry.

An easement for installation and maintenance of utilities and drainage facilities five feet in width is hereby reserved along the rear and side lot lines of the above described lot.

This property was conveyed to Grantees by deed dated _____ recorded in Book _____ Page _____ Wake County Registry. TO HAVE AND TO HOLD the aforesaid parcel(s) of land and all privileges and appurtenances thereto belonging to the said Grantees, their heirs, or successors, and assigns forever.

And the said Frank Harper Moore and wife, Lillian Norwood Moore

Grantor(s), for themselves, their heirs, executors and administrators; covenant with the Grantees, their heirs, or successors, and assigns that they are seised of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that they will warrant and defend the said title to the same against the 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 TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

(Type name under each signature)

Frank Harper Moore
Frank Harper Moore

(SEAL)

Lillian Norwood Moore
Lillian Norwood Moore

(SEAL)

(SEAL)

NORTH CAROLINA—Wake County. (If acknowledgment not taken in Wake County, N. C., show county and state where taken)

Mary Lu Bunn, a Notary Public, do hereby certify that Frank Harper Moore and his wife, Lillian Norwood Moore, Grantors, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and notarial seal, this 2nd day of July, 1962. My commission expires 9-22-63

NOTARIAL SEAL HERE

Mary Lu Bunn Notary Public.

NORTH CAROLINA—Wake County.

The foregoing certificate of Mary Lu Bunn, Notary Public of Wake County, North Carolina, is (was) acknowledged to be correct.

Let the said deed and certificate be registered. Witness my hand this 2 day of July, 1962.

Probate fee 25c paid ☒

Filed for registration on the 2 day of July, 1962, at 4:50 o'clock P. M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1510 Page 631.

Fee \$ 1.25 paid

By John A. Bunn Deputy Register of Deeds

BK015294PG00001

WAKE COUNTY, NC 542
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/30/2013 AT 14:41:00
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$760
BOOK:015294 PAGE:00001 - 00004

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 760.00
Parcel Identifier No. 0046035 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Edward W. Scarboro, Jr., 4936-B Windy Hill Drive, Raleigh, NC 27609

Brief description for the Index: LOT 5, BLOCK H, RIDGEWOOD SUBDIVISION,

THIS DEED made this 30th day of May, 2013 by and between

GRANTOR	GRANTEE
WENDELL H. MCKENZIE GEORGEANNA K. MCKENZIE	JANIS I. ZINK 3423 REDBUD LANE RALEIGH, NC 27607

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 the City of RALEIGH, _____ Township, WAKE County, North Carolina and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1876 page 306.

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

A map showing the above described property is recorded in Plat Book 1953 page 103.

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 easements, covenants and restrictions of record. Ad Valorem taxes for current and subsequent years.

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

_____	<u>Wendell H. McKenzie</u> (SEAL)
(Entity Name)	Print/Type Name: <u>WENDELL H. MCKENZIE</u>
By: _____	<u>Georgeanna K. McKenzie</u> (SEAL)
Print/Type Name & Title: _____	Print/Type Name: <u>GEORGEANNA K. MCKENZIE</u>
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____

State of North Carolina - County or City of WAKE

I, the undersigned Notary Public of the County or City of WAKE and State aforesaid, certify that WENDELL H. MCKENZIE and wife. GEORGEANNA K. MCKENZIE 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 30th day of May, 2013.

My Commission Expires: 2-5-17

(Affix Seal)

Edward W. Scarborough, Jr. Notary Public

Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____ 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: _____

(Affix Seal)

Notary Public

Notary's Printed or Typed Name

State of _____ - County or City of _____

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

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

My Commission Expires: _____

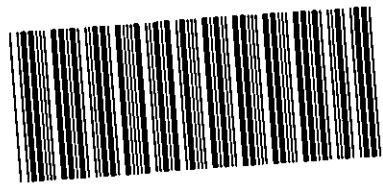
(Affix Seal)

Notary Public

Notary's Printed or Typed Name

LEGAL DESCRIPTION

BEGINNING at a point in the southern edge of the right of way of Redbud Lane (Grant Avenue) said point being 395 feet in a westerly direction along the southern edge of the right of way of Redbud Lane (Grant Avenue) from the southwest point of intersection of the rights of way of Redbud Lane (Grant Avenue) and Dogwood Lane; thence South 2 degrees 58 minutes West 170 feet to a point; thence North 87 degrees 02 minutes West 80 feet to a point; thence North 2 degrees 58 minutes East 170 feet to a point in the southern edge of the right of way of Redbud Lane (Grant Avenue) thence South 87 degrees 02 minutes East along the southern edge of the right of way of Redbud Lane (Grant Avenue) 80 feet to the point and place of BEGINNING, and being all of Lot No. 5, Block H, Ridgewood Subdivision, according to a map of the same recorded in Book of Maps 1953, page 103, Wake County Registry, North Carolina.



BOOK:015294 PAGE:00001 - 00004

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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BK015297PG02253

WAKE COUNTY, NC 596
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/31/2013 AT 15:45:46
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$450
BOOK:015297 PAGE:02253 - 02256

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 450.00
Parcel Identifier No. 0794096927 Verified by _____ County on the _____ day of _____, 20____
By: _____
Mail/Box to: Grantee
This instrument was prepared by: John E. Cargill, 124 St. Mary's Street, Raleigh, NC 27605 www.johnEcargill.com
Brief description for the Index: LOT 28, BLK A, SEC 1, Meredith Woods
THIS DEED made this 30th day of May, 2013 by and between

GRANTOR	GRANTEE
Stephen Hall Dovre, unmarried	Mary Teta Bugger
Terrence A. Freeman and wife	3204 Caldwell Drive
Anna Marie Freeman	Raleigh, NC 27607
2922 Daisy Lane	
Columbus, OH 43204	

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 the City of Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Lot 28, Meredith Woods Subdivision, Block A, Section 1, according to a plat recorded at Book of Maps 1964, Page 70, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.
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 1964 page 70.
NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

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: Easements, conditions and restrictions of record. Ad valorem taxes for 2013 and thereafter.

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

By: _____
Print/Type Name & Title: _____

By: _____
Print/Type Name & Title: _____

By: _____
Print/Type Name & Title: _____

Terrence A. Freeman (SEAL)
Print/Type Name: Terrence A. Freeman

Anna Marie Freeman (SEAL)
Print/Type Name: Anna Marie Freeman

Print/Type Name: _____

Print/Type Name: _____

State of Ohio - County or City of Greene County
I, the undersigned Notary Public of the County or City of Greene County and State aforesaid, certify that Terrence A. Freeman and wife Anna Marie Freeman 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 24 day of May, 2013
My Commission Expires: Sept 6, 2017
(Affix Seal)

HELEN PRICE-OUTLAW
Notary Public, State of Ohio
My Commission Expires
September 6, 2017

Helen Price-Outlaw Notary Public
Notary's Printed or Typed Name
NOTARIZE Anna Marie + Terrence Freeman only

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ 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: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City 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

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: Easements, conditions and restrictions of record. Ad valorem taxes for 2013 and thereafter.

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

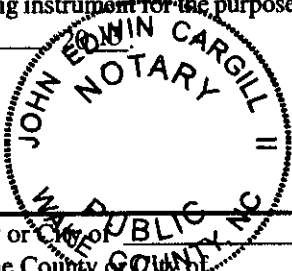
_____	(Entity Name)	_____ (SEAL)
By: _____		Print/Type Name: _____
Print/Type Name & Title: _____		_____ (SEAL)
		Print/Type Name: Stephen Hall Dove
By: _____		_____ (SEAL)
Print/Type Name & Title: _____		Print/Type Name: _____
By: _____		_____ (SEAL)
Print/Type Name & Title: _____		Print/Type Name: _____

State of North Carolina - County or City of Wake

I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Stephen Hall Dove 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 30th day of May

My Commission Expires: August 8, 2017

(Affix Seal)

 _____

John Edwin Cargill II Notary Public

Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ 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: _____

(Affix Seal)

_____ Notary Public

Notary's Printed or Typed Name

State of _____ - County or City of _____

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

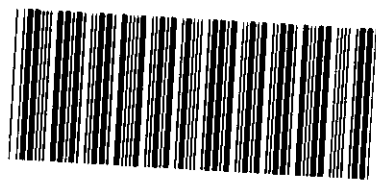
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

(Affix Seal)

_____ Notary Public

Notary's Printed or Typed Name



BOOK:015297 PAGE:02253 - 02256

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages I
22.004-8/15/11

WAKE COUNTY, NC 195
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/27/2013 AT 10:59:33
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$730
BOOK:015336 PAGE:01079 - 01081

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 730.00
Parcel Identifier No. 0794460382 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Grantee at address below
This instrument was prepared by: Hatch, Little & Bunn, LLP, 327 Hillsborough St, Raleigh, NC 27603
Brief description for the Index: LOT 13 Ridgewood Subdivision,

THIS DEED made this 26th day of June, 2013 by and between

GRANTOR	GRANTEE
Joseph M. Grantham, III Amy P Grantham 3412 Cherry Lane Raleigh, NC 27607	Melissa Nelson and husband Robert Nelson 3412 Cherry Lane Raleigh, NC 27607

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 the City of Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

Being all of Lot 13, Block J, Section 3, Ridgewood Subdivision, as shown on a map recorded in Book of Maps 1956, Page 3, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.
All or a portion of the property herein conveyed X includes or _____ does not include the primary residence of a Grantor.
A map showing the above described property is recorded in Plat Book 1956 page 03.
NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

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: Restrictive covenants recorded in Book 1143, Page 189, and Book 1221, Page 26, Wake County Registry.

Easements and Restrictions of record.

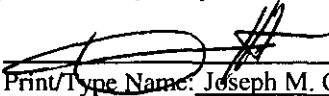
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

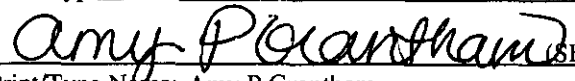
By: _____
Print/Type Name & Title: _____

By: _____
Print/Type Name & Title: _____

By: _____
Print/Type Name & Title: _____



Print/Type Name: Joseph M. Grantham, III (SEAL)



Print/Type Name: Amy P. Grantham (SEAL)

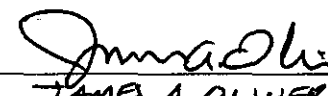
Print/Type Name: _____ (SEAL)

Print/Type Name: _____ (SEAL)

State of North Carolina - County or City of Wake
I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Joseph M. Grantham, III and Amy P. Grantham 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 26th day of June, 2013.

My Commission Expires: _____
(Affix Seal)

JAMES A. OLIVER
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 11-7-2017.



JAMES A. OLIVER Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ 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____.

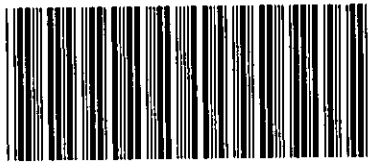
My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City 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



BOOK:015336 PAGE:01079 - 01081

**Yellow probate sheet is a vital part of your recorded document.
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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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_____ New Time Stamp
_____ 3 _____ # of Pages
F

WAKE COUNTY, NC 94
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/23/2014 AT 11:20:04
STATE OF NC REAL ESTATE
EXCISE TAX: \$506.00
BOOK:015637 PAGE:01828 - 01831

Excise Tax: \$ 506.00
Tax Lot No: Out of Parcel 0046782

Mail after recording to: ~~Grantee~~ Hold: (Box 36) Weatherspoon + Voltz LLP
This instrument was prepared by: John C. Markey II, PLLC

Brief Description for the Index: 0.8 acres

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this <u>23rd</u> day of <u>April</u> , 2014, by and between	
GRANTOR	GRANTEE
SRI GURUDEV DATTA, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY	STATE OF NORTH CAROLINA
Grantors' Mailing Address: 303 Edgemore Avenue Cary, NC27519	Mailing Address: State Property Office 1321 Mail Service Center Raleigh, NC 27699-1321

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

BEING all of that 0.800 acre parcel as shown on a map entitled "RECOMBINATION MAP OF SRI GURUDEV DATTA, LLC AND STATE OF NORTH CAROLINA PROPERTY" dated March 26, 2013 prepared by Withers & Ravenel, Engineers/Planner/Surveyors, recorded in Book of Maps 2014, Page 200, Wake County Registry.

All or a portion of the properties herein conveyed _____ includes or XX does not include the primary residence of the Grantor.

PL

The property described herein was acquired by Deed recorded in **Book 15394 at Page 889** in the
aforementioned registry.

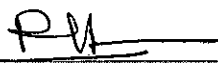
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances
thereto belonging to the Grantee in fee simple.

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:

- The lien of 2014 ad valorem taxes;
- Matters revealed on the plats recorded in Book of Maps 1960 at Page 318 and in Book of Maps 2014 at
Page 200 in the aforementioned registry;
- Easements recorded in the following Books-Pages in the aforementioned registry: 3892-641; 1188-543;
13817-2394; 12899-2260; 12960-2162; and 5061-191;
- Notice recorded in Book 12075 at Page 1551 in the aforementioned registry; and
- Matters shown on plat of survey by Harold A. Smith, P.L.S. dated 7-15-2013.

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.

SRI GURUDEV DATTA, LLC, A NORTH
CAROLINA LIMITED LIABILITY COMPANY

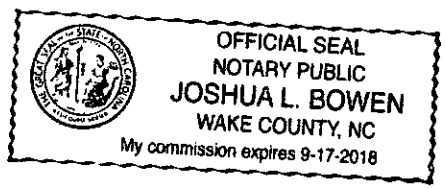
 (SEAL)
By: Preeth Patil, Managing Member

STATE OF North Carolina
COUNTY OF Wake

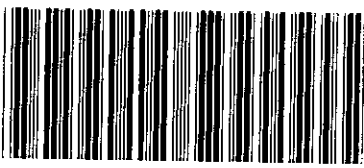
I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
PREETH PATIL, MANAGING MEMBER, SRI GURUDEV DATTA, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY

Date: April 22, 2014

SEAL



Joshua L. Bowen
Notary Public
My: Commission Expires: 9/17/18



BOOK:015637 PAGE:01828 - 01831



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Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp	☐ \$25 Non-Standard Fee
☐ Additional Document Fee	☐ Additional Reference Fee

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_____ 4 # of Pages MC

WAKE COUNTY, NC 136
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/17/2014 12:44:47
STATE OF NC REAL ESTATE
EXCISE TAX: \$980.00
BOOK:015869 PAGE:00970 - 00972

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 980.00

Parcel Identifier No. 0795007548 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Murphy Law PLLC, 7101 Creedmoor Suite 142, Raleigh, NC 27613 (without title search)

Brief description for the Index: LOT 40, BLK A, Section One, Meredith Woods,

THIS DEED made this 17 day of DECEMBER, 2014 by and between

GRANTOR	GRANTEE
L and L of Raleigh, Inc. a North Carolina Corporation 2301 Stonehenge Drive, Suite 107 Raleigh, NC 27607	Conrad L. Flick, single 2104 E. Charlotte Court Raleigh, NC 27607

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 the City of Raleigh, Meredith Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 40, Block A, Meredith Woods Subdivision, Section One, as recorded in Book of Maps 1991, Page 68, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15589 page 673.

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

A map showing the above described property is recorded in Plat Book 1991 page 68.

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: Easements, restrictions of record and 2015 ad valorem taxes and years thereafter.

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

By: L AND L OF RALEIGH, INC. (SEAL)
(Entity Name) Print/Type Name: _____

Print/Type Name & Title: President (SEAL)
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: Secretary/Treasurer Print/Type Name: _____

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

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ 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____.

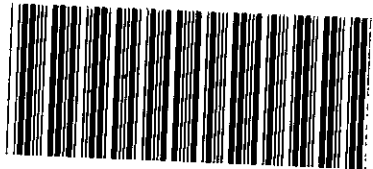
My Commission Expires: _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name _____

State of North Carolina - County or City of Wake
I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that JAMES WARREN SMITH III personally came before me this day and acknowledged that he is the President of L AND L OF RALEIGH, INC. 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 17 day of DECEMBER, 2014.

My Commission Expires: 8/2/16 (Affix Seal) Edith B. Craig Notary Public
(Affix Seal) Notary's Printed or Typed Name EDITH B. CRAIG

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name _____



BOOK:015869 PAGE:00970 - 00972



**WAKE
COUNTY**

NORTH CAROLINA

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Laura M. Riddick

Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

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☐ Additional Reference Fee

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WAKE COUNTY, NC 250
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/03/2014 AT 15:49:31
STATE OF NC REAL ESTATE
EXCISE TAX: \$583.00
BOOK:015801 PAGE:01119 - 01122

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$583.00

Parcel Identifier No. 0794347255 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Grantee, c/o Scott A. Miskimon, Smith Anderson, PO Box 2611, Raleigh, NC 27602-2611

This instrument was prepared by: The Law Office of Jonathan W. Anderson, PLLC (w/o title exam)

Brief description for the Index: Lots 62, 63, 64 Wilmot Subdivision, Book of Maps 1924, Page 10

THIS DEED made this 3 day of October, 2014, by and between

GRANTOR	GRANTEE
James M. Clontz, unmarried	James Colihan and wife, Sheila Colihan
	110 Faircloth Street Raleigh NC 27607

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, parcel of land or condominium unit situated in the City of Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

See Attached Exhibit A

110 FAIRCLOTH ST RALEIGH NC 27607-4053 (REID: 0056724)

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12083 page 321

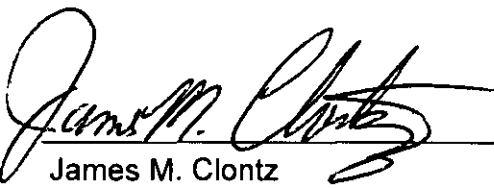
All or a portion of the property herein conveyed includes or does not include the primary residence of a Grantor.

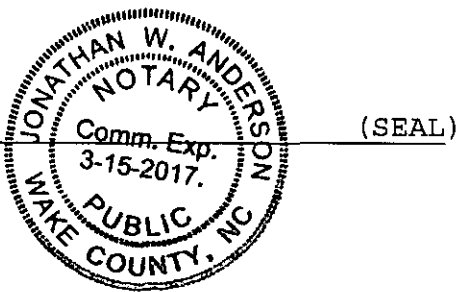
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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, other than the following exceptions:

Ad valorem taxes for current year
Easements, covenants, and restrictions of record.

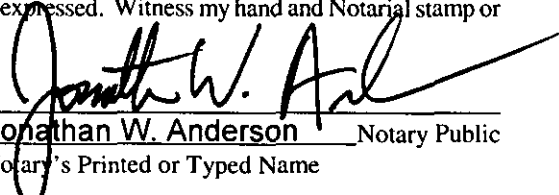
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

 (SEAL)
James M. Clontz



State of North Carolina - County or City of Wake
I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that James M. Clontz 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 3 day of October, 2014.

My Commission Expires: 3/15/2017
(Affix Seal)


Jonathan W. Anderson Notary Public
Notary's Printed or Typed Name

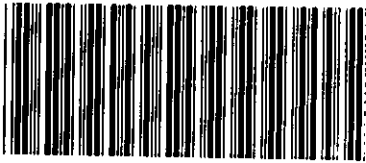
State of North Carolina - County or City of Wake
I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 3 day of October, 2014.

My Commission Expires: 3/15/2017
(Affix Seal)

Jonathan W. Anderson Notary Public
Notary's Printed or Typed Name

Exhibit A

BEGINNING at a stake in the eastern line of Faircloth Street, said stake being distant in a northern direction 180.2 feet from Clark Avenue; runs thence along said Faircloth Street 4° 45' East 120 feet to a stake, corner of Lot No. 65; runs thence along the southern line of Lot No. 65 South 85° 15' East 175 feet to a stake; runs thence South 4° 45' West 120 feet to a stake; runs thence North 85° 15' West 175 feet to the point and place of **BEGINNING**, and being known as Lots Nos. 62, 63 and 64 of Wilmont Subdivision as shown on map recorded in Book of Maps 1924, Page 10, Wake County Registry.
Property Address: 110 Faircloth Street, Raleigh, NC 27607



BOOK:015801 PAGE:01119 - 01122



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Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

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☐ Additional Document Fee	☐ Additional Reference Fee

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BOOK 1583 PAGE 678

STATE OF NORTH CAROLINA

D E E D

COUNTY OF WAKE

THIS DEED, made and entered into this 7th day of February 1964,
by and between the STATE OF NORTH CAROLINA, party of the first part, and
MEREDITH COLLEGE, a North Carolina corporation, party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the North Carolina Prison Department, an agency
of the State of North Carolina, desiring to sell the land hereinafter
described, filed with the Department of Administration an application
setting forth the facts relating to the said proposed transaction,
pursuant to G.S. 146-28; and

WHEREAS, the Department of Administration promptly investigated
all aspects of said proposed transaction, including particularly present
and future State need for the land proposed by the Prison Department to
be conveyed, and after investigation determined that it would be in the
best interest of the State that the land hereinafter described be sold;
and thereafter the said proposed transaction was submitted to the Governor
and Council of State for their approval or disapproval, all pursuant to
G.S. 146-28 and 29; and

WHEREAS, the Governor and Council of State at a meeting held in
Raleigh on October 31, 1963 approved the aforesaid conveyance of the land
hereinafter described and directed the execution of an instrument convey-
ing the same, as provided in G.S. 146-74,

NOW, THEREFORE, in consideration of the sum of ONE HUNDRED FIFTY
THOUSAND and 00/100 (\$150,000.00) DOLLARS to it in hand paid, the receipt
of which is hereby acknowledged, the said party of the first part, subject
to the easements hereinafter set forth, has bargained and sold and by
these presents does bargain, sell and convey to the party of the second
part, its successors and assigns, all of that certain tract or parcel of
land lying in Wake County, North Carolina, and more particularly described
as follows:

BEGINNING at a concrete monument, a common corner of J.
Leroy Allen, Ezra Meir and A. D. Stephenson, said beginning
point being identified as lying South 85 degrees 26 minutes
East 342.38 feet and South 85 degrees 22 minutes East 1219.24
feet from a concrete monument designated control point on the
map hereinafter referred to, said control point being located
in the Eastern right of way line of U. S. Highway No. 1; thence
from said beginning point South 5 degrees 15 minutes West
252.07 feet to a concrete monument; thence South 5 degrees
15 minutes West 425.98 feet to an old iron; thence South 5
degrees 15 minutes West 175.76 feet to a concrete monument;
thence South 5 degrees 15 minutes West 131.01 feet to an old
iron; thence South 5 degrees 15 minutes West 134.36 feet to a
concrete monument, a corner of the Ridgewood Wesleyan Methodist
Church property; thence North 85 degrees 23 minutes West 90.26

BOOK 1583 PAGE 679

feet to an old iron; thence North 85 degrees 23 minutes West 277.91 feet to a concrete monument, a corner of the Victor G. Protopch property; thence South 6 degrees 59 minutes West 140.71 feet to an old iron; thence South 6 degrees 59 minutes West 308.19 feet to a concrete monument; thence South 6 degrees 59 minutes West 214.10 feet to a concrete monument in the line of A. B. Kessler; thence North 82 degrees 57 minutes West 336.32 feet to a concrete monument; thence North 82 degrees 57 minutes West 108.84 feet to a concrete monument, a corner of Randall S. Moore; thence South 8 degrees 10 minutes West 149.90 feet to a concrete monument; thence South 8 degrees 10 minutes West 244.53 feet to a concrete monument in the Northern line of the right of way of Faircloth Street at the beginning of a proposed ramp as shown on the map hereinafter referred to; thence North 75 degrees 56 minutes West 69.93 feet to a concrete monument; thence North 71 degrees 36 minutes West 71.50 feet to a masonry tamplin in concrete; thence North 20 degrees 45 minutes East 57.89 feet to a highway right of way marker; thence with the Eastern right of way line of U. S. Highway No. 1 North 57 degrees 35 minutes West 79.16 feet to a concrete monument; thence North 34 degrees 46 minutes West 79.10 feet to a concrete monument; thence North 23 degrees 14 minutes West 407.04 feet to a concrete monument; thence North 15 degrees 41 minutes West 128.53 feet to a concrete monument; thence North 22 degrees 05 minutes West 290.35 feet to a concrete monument; thence North 07 degrees 12 minutes West 101.03 feet to a concrete monument; thence North 02 degrees 26 minutes West 62.01 feet to a concrete monument; thence North 0 degrees 38 minutes East 62.10 feet to a concrete monument; thence North 02 degrees 08 minutes East 170.94 feet to a concrete monument; thence North 02 degrees 08 minutes East 417.14 feet to a concrete monument; thence North 02 degrees 08 minutes East 423.96 feet to a concrete monument designated control point on the map hereinafter referred to and being a corner in the line of Peter B. Williams, Henry D. Haywood and John R. Adams; thence leaving the right of way of U. S. Highway No. 1, South 85 degrees 26 minutes East 342.38 feet to a concrete monument; thence South 85 degrees 22 minutes East 224.51 feet to an old iron; thence South 85 degrees 22 minutes East 313.03 feet to a concrete monument; thence South 85 degrees 22 minutes East 405.37 feet to a concrete monument; thence South 85 degrees 22 minutes East 276.33 feet to a concrete monument, the point and place of BEGINNING, and containing 56.2428319 acres, more or less, all as shown on plat entitled, "Property of Meredith College," dated January 25, 1964 and recorded in Book of Maps 1963, Volume 2, page 226, of the Wake County Registry, to which reference is hereby made for a more complete description.

This conveyance is made subject to an easement in favor of Carolina Power and Light Company, which easement is recorded in Book 986 at page 527 of Wake County Registry and subject to an easement in favor of the City of Raleigh, which easement is recorded in Book 1571 at page 482 of the Wake County Registry.

TO HAVE AND TO HOLD, subject to the foregoing easements, the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging, to it, the said party of the second part, its successors and assigns, in fee simple forever.

BOOK 1583 PAGE 680

IN TESTIMONY WHEREOF, the State of North Carolina has caused this deed to be executed in its name by Terry Sanford, Governor, attested by Thad Eure, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by virtue of the power and authority aforesaid.

STATE OF NORTH CAROLINA

By

Governor

ATTEST:

Secretary of State

APPROVED FOR DISPOSITION:

Director of Administration

APPROVED AS TO FORM:

THOMAS WADE BRUTON, Attorney General

By

Real Property Attorney

NORTH CAROLINA

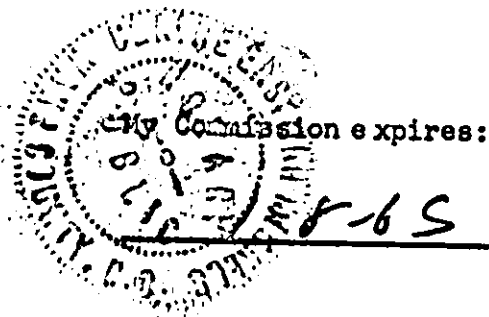
BOOK 1583 PAGE 681

WAKE COUNTY

I, Claire Eastman Nickels, a Notary Public in and for said County and State, do hereby certify that Terry Sanford, Governor of the State of North Carolina, and Thad Eure, Secretary of State of North Carolina, personally came before me this day and being by me duly sworn says each for himself that he knows the Great Seal of the State of North Carolina and that the seal affixed to the foregoing instrument is the Great Seal of the State; that Terry Sanford, Governor of said State, and Thad Eure, as Secretary of State, subscribed their names thereto; that the said Great Seal of the State of North Carolina was affixed thereto, all by virtue of a resolution of the Council of State and by the Governor of said State, and the said instrument is the act and deed of the State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on this the 10 day of February 1964.

Claire Eastman Nickels
Notary Public



STATE OF NORTH CAROLINA

Wake County

The foregoing certificate of Claire Eastman Nickels
a Notary Public of Wake County, State of N.C.

is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 10 day of

Feb 1964
Margaret S. Hensley
Deputy Clerk Superior Court

Filed for Registration at 4:45 o'clock P.M.
FEB 10 1964 1964, and registered in the
Office of the Register of Deeds for Wake County,
North Carolina, in Book 1583 Page 678
1964

Loise S. Jones
REGISTER OF DEEDS
DEPUTY

WAKE COUNTY, NC 218
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/15/2015 15:31:59
STATE OF NC REAL ESTATE
EXCISE TAX: \$12,860.00
BOOK:016016 PAGE:01336 - 01342

NORTH CAROLINA SPECIAL WARRANTY DEED

Prepared by:
Parker Poe Adams & Bernstein LLP (JAB)
150 Fayetteville Street, Suite 1400
Raleigh, NC 27601

Return to: Grantee

Excise Tax: \$12,860.00

PIN(s): 0795210023 & 0795103418

Brief Description for the Index: New Area Lot 1, BM 2015, Pages 418-423
New Lot 1, BM 2015, Pages 424-427

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 15th day of May, 2015, by and between

GRANTOR	GRANTEE
GRUBB PALMS, LLC, a North Carolina limited liability company Attn: 3700 Glenwood Avenue, Suite 330 Raleigh, NC 27612	W-GV GREENWAY VILLAGE HOLDINGS VII, L.L.C., a Delaware limited liability company Attn: 900 North Michigan Avenue, Suite 1900 Chicago, Illinois 60611
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 Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in Wake County, North Carolina, being more particularly described on **Exhibit A** (the "Property") attached hereto and incorporated herein by reference.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 13187, Page 2680, Wake County Registry.

All or a portion of the Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to title to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property is subject only to the Permitted Exceptions contained in the attached Exhibit B.

(Remainder of page intentionally omitted)

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 12th day of May, 2015 and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

GRUBB PALMS, LLC,
a North Carolina limited liability company

By: Grubb Ventures, LLC,
a North Carolina limited liability company
its Manager,
By: R. Gordon Grubb (SEAL)
R. Gordon Grubb, Manager

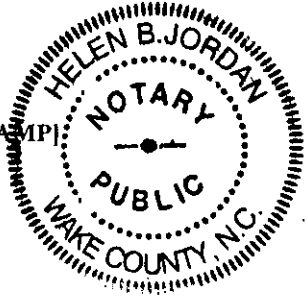
STATE OF NC
COUNTY OF Wake

I certify that R. Gordon Grubb personally appeared before me this day and acknowledged that (s)he is Manager of GRUBB PALMS, LLC, a North Carolina limited liability company and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the company for the purposes stated therein.

Date: 5/12/15

By: Helen B. Jordan
Print Name: Helen B. Jordan
Notary Public

[SEAL OR STAMP]



My Commission Expires: 1/23/19

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Real property situated in the City of Raleigh, Township of Raleigh, County of Wake, State of North Carolina, described as follows:

Tract 1:

Being all of New Area Lot 1, containing 23.643 acres as shown on plat entitled, "Easement, Tree Conservation and Right of Way Dedication Plat for Greenway Village at Lake Boone Trail," as recorded in Book of Maps 2015, Pages 418-423, Wake County Registry.

Together with easements set forth in the Declaration of Covenants, Conditions and Easements for Horton Street Properties recorded in Book 15995, Page 1453, Wake County Registry.

Tract 2:

Being all of New Lot 1, containing 9.458 acres, as shown on plat entitled, "Subdivision, Easements, Right of Way, and Recomb., Tree Conservation Areas for Greenway Village PH II," as recorded in Book of Maps 2015, Pages 424-427, Wake County Registry.

Together with the easement set forth in the Declaration of Cross Access recorded in Book 15961, Page 373, Wake County Registry.

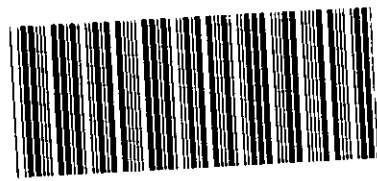
Together with easements set forth in the Declaration of Covenants, Conditions and Easements for Horton Street Properties recorded in Book 15995, Page 1453, Wake County Registry.

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. General Real Estate Taxes for the year 2015, and subsequent years, not yet due and payable.
2. Easements and setback lines shown on plat recorded in Book of Maps 2000, Page 2301; Book of Maps 2007, Pages 1771-1773; Book of Maps 2015, Pages 418-423 (Tract 1) and Book of Maps 2015, Pages 424-427 (Tract 2), Wake County Registry as shown on the survey for Tract 1 dated April 8, 2015, last revised May 14, 2015, designated as Project No. 02130086.10, prepared by James S. Armstrong, PLS (the "Tract 1 Survey") and the survey for Tract 2 dated April 7, 2015, last revised May 14, 2015, designated as Project No. 02130086.10, prepared by James S. Armstrong, PLS (the "Tract 2 Survey").
3. Easement(s) in favor of Carolina Power & Light Company as recorded in:
 - a) Book 2007, Page 501 and
 - b) Book 976, Page 24 (Tract 1), Wake County Registry as shown on the Tract 1 Survey.
4. Forty (40) foot Water and Sewer Easements in favor of City of Raleigh recorded in Book 1358, Page 51 and Book 1383, Page 68 (Tract 1), Wake County Registry as shown on the Tract 1 Survey and the Tract 2 Survey.
5. Forty (40) foot Water and Sewer Easement in favor of City of Raleigh recorded in Book 1540, Page 359, Wake County Registry as shown on the Tract 1 Survey and the Tract 2 Survey.
6. Thirty (30) foot Pipeline Easement for Water and Sewer in favor of City of Raleigh recorded in Book 1571, Page 100, Wake County Registry as shown on the Tract 1 Survey. (Tract 1)
7. Easement(s) in favor of City of Raleigh for Greenway Purposes (subject to Stream Restoration/Conservation Covenants) as recorded in Book 8768, Page 1148, Wake County Registry, as amended per deed entitled, "Quitclaim Deed of Greenway Easement," recorded in Book 16010, Page 2030, Wake County Registry as shown on the Tract 1 Survey. (Tract 1)
8. Sanitary Sewer Easements disclosed in Memorandum of Action between City of Raleigh and Palms Associates recorded in Book 12809, Page 1186, Wake County Registry, and also Civil Action filed in File No. 07CVS17531, Wake County Clerk of Court as shown on the Tract 1 Survey and the Tract 2 Survey.
9. Deed of Easement to the City of Raleigh for Greenway Purposes recorded in Book 13689, Page 696, Wake County Registry as shown on the Tract 1 Survey and the Tract 2 Survey.
10. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Property and riparian and/or littoral rights incident to the Property as shown on the Tract 1 Survey and the Tract 2 Survey.
11. Transit Easement Agreements with the City of Raleigh recorded in Book 15961, Page 342 (Tract 2) and Book 15961, Page 378 (Tract 1), Wake County Registry as shown on the Tract 1 Survey and the Tract 2 Survey.
12. Declaration of Private Stormwater Drainage Easements recorded in Book 15961, Page 350, Wake County Registry as shown on the Tract 2 Survey. (Tract 2)

- 13. Deed of Easement in favor of the City of Raleigh for Greenway Purposes recorded in Book 15961, Page 363, Wake County Registry as shown on the Tract 2 Survey. (Tract 2)
- 14. Terms and Conditions set forth in Declaration of Cross Access recorded in Book 15961, Page 373, Wake County Registry as shown on the Tract 2 Survey. (Tract 2)
- 15. Declaration of Private Stormwater Drainage Easements recorded in Book 15961, Page 387, Wake County Registry as shown on the Tract 1 Survey. (Tract 1)
- 16. Deed of Easement in favor of the City of Raleigh for Greenway Purposes recorded in Book 15961, Page 393, Wake County Registry as shown on the Tract 1 Survey. (Tract 1)
- 17. Terms and Conditions set forth in the Declaration of Covenants, Conditions and Easements for Horton Street Properties recorded in Book 15995, Page 1453, Wake County Registry, as referenced and/or shown on the Tract 1 Survey and the Tract 2 Survey.
- 18. The following matters as shown on the Tract 1 Survey:
 - a) 20' City of Raleigh Sanitary Sewer easement;
 - b) 40' City of Raleigh Sanitary Sewer easement (BM 1963, Page 226);
 - c) sanitary sewer lines, manholes;
 - d) overhead power lines, poles, guy wires;
 - e) storm drainage lines, inlets, manholes, catch basins, rip-rap;
 - f) fence encroachment.Tract 1
- 19. The following matters as shown on the Tract 2 Survey:
 - a) sanitary sewer lines, manholes;
 - b) overhead power lines, poles, guy wires;
 - c) storm drainage lines, inlets, manholes, catch basins;
 - d) water meters, back flow preventers.Tract 2
- 20. The following matter as shown on those Building Permit, ICP, and Site Review Plans made by Withers & Ravenel dated October 31, 2014, as last revised February 3, 2015, designated Greenway Village at Lake Boone, Ph II, consisting of 49 sheets:
 - a) Encroachment of Buildings 2 and 3 into 40' City of Raleigh Sanitary Sewer Easement.Tract 2
- 21. Deed of Easement to the City of Raleigh for Greenway Purposes recorded in Book 16010, Page 2036, Wake County Registry, as shown on the Tract 1 Survey. (Tract 1)



BOOK:016016 PAGE:01336 - 01342



Please retain yellow trailer page
It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp	☐ \$25 Non-Standard Fee
☐ Additional Document Fee	☐ Additional Reference Fee

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ 7 # of Pages K

BOOK: 016230 PAGE: 02306 - 02309

When Recorded Return To:
Heather Townsend
National Commercial Services
First American Title Insurance Company
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328

Tax Due: \$0.00

755437

When recorded return to:
Garrison Wycliff LLC
c/o Rosenberg & Estis, P.C.
733 Third Avenue
New York, NY 10017
Attn: Gabriel Libhart, Esq.

Prepared by:
Gabriel Libhart, Esq.
Rosenberg & Estis, P.C.
733 Third Avenue
New York, NY 10017

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of this 2nd day of December, 2015, by and between GARRISON WYCLIFF LLC, a Delaware limited liability company, having an address c/o Garrison Investment Group, 1290 Avenue of the Americas, Suite 914, New York, New York 10104 (the "Grantor"), and ALBANY ROAD-WYCLIFF LLC, a Delaware limited liability company, having an address of 10 High Street, Suite 700, Boston, MA 02110 (the "Grantee").

WITNESSETH:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby quitclaim unto Grantee, fee simple title to all those certain parcels of land situate in the City of Raleigh, North Carolina (the "Real Estate"), and being more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Real Estate, together with all rights, privileges, and appurtenances thereunto belonging or pertaining to the Grantee, its successors and assigns, forever.

[signature page follows]

Submitted electronically by "First American - Atlanta"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

IN WITNESS WHEREOF, this Quitclaim Deed has been executed as of the date first hereinabove stated, as the act and deed of Grantor.

GRANTOR:

GARRISON WYCLIFF LLC,
a Delaware limited liability company

By: 

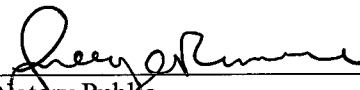
Name:

Title: **Michael Butler**
Secretary

24)
24) ss.:
)

On the 1 day of December in the year 2015 before me, the undersigned, personally appeared Michael Butler, personally known to me or proved to me on the basis of satisfactory evidence to be the Secretary of GARRISON WYCLIFF LLC, a Delaware limited liability company, party to the foregoing instrument, and acknowledged to me that he/she/they, being authorized to do so, executed the same in his/her/their capacity as the Secretary of GARRISON WYCLIFF LLC, a Delaware limited liability company, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GIVEN under my hand and official seal this 1 day of December, 2015.


Notary Public

My Commission Expires: _____

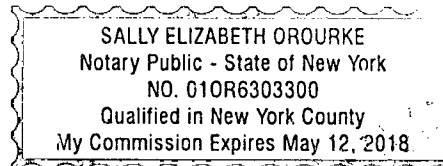


Exhibit AThe Real Estate**LOT 1A:**

BEGINNING AT A POINT, SAID POINT BEING A PK NAIL SET IN A CONCRETE SIDEWALK AT THE NORTHWEST CORNER OF LOT 1A AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N=752,875.75 AND E=2,091,134.05, SAID POINT ALSO BEING ON THE SOUTHERN 60 FOOT RIGHT-OF-WAY MARGIN OF WYCLIFF ROAD: THENCE, ALONG SAID RIGHT-OF-WAY OF WYCLIFF ROAD N47°30'43"E, 91.81 FEET TO A PK NAIL SET IN THE CONCRETE SIDEWALK; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY OF WYCLIFF ROAD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3,700.39 FEET, AN ARC LENGTH OF 257.52, AND A CHORD OF N46°22'31"E, 257.47 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, N43°10'32"E, 62.80 FEET TO AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 1A, SAID POINT ALSO BEING AT THE NORTHWEST CORNER OF THE MARTIN MARIETTA MATERIALS, INC. TRACT AS RECORDED IN DEED BOOK 5674, PAGE 524 IN THE WAKE COUNTY REGISTRY; THENCE, LEAVING SAID RIGHT-OF-WAY OF WYCLIFF ROAD ALONG THE WESTERN LINE OF SAID MARTIN MARIETTA TRACT S46°54'41"E, 353.63 FEET TO AN EXISTING IRON PIPE; THENCE, LEAVING SAID WESTERN LINE OF THE MARTIN MARIETTA TRACT S43°11'53"W, 308.20 FEET TO A PK NAIL FOUND IN ASPHALT; THENCE, S46°50'07"E, 116.82 FEET TO A PK NAIL FOUND IN ASPHALT; THENCE, S40°23'23"W, 141.74 FEET TO A PK NAIL FOUND IN ASPHALT; THENCE, N42°29'17"W, 499.96 FEET TO THE PLACE AND POINT OF BEGINNING, CONTAINING AN AREA OF 170,419 SQUARE FEET OR 3.91 ACRES, MORE OR LESS.

LOT 1B:

BEGINNING AT A POINT, SAID POINT BEING A PK NAIL SET IN A CONCRETE SIDEWALK AT THE NORTHWEST CORNER OF LOT 1A AS AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N=752,875.75 AND E=2,091,134.05, SAID POINT ALSO BEING ON THE SOUTHERN 60 FOOT RIGHT-OF-WAY MARGIN OF WYCLIFF ROAD; THENCE, LEAVING SAID RIGHT-OF-WAY OF WYCLIFF ROAD S42°29'17"E, 499.96 FEET TO A PK NAIL FOUND IN ASPHALT; THENCE, N40°23'23"E, 141.74 FEET TO A PK NAIL FOUND IN ASPHALT; THENCE, N46°50'07"W, 116.82 FEET TO A PK NAIL FOUND IN ASPHALT; THENCE, N43°11'53"E, 308.20 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S46°07'03"E, 12.96 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, N67°18'17"E, 27.71 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S46°56'30"E, 15.95 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, N43°06'48"E, 327.88 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S46°52'53"E, 151.27 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, N43°33'03"E, 4.14 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S46°02'11"E, 27.67 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S43°04'05"W, 3.77 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S47°03'03"E, 43.55 FEET TO AN EXISTING IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1B, SAID POINT ALSO BEING A CORNER FOR THE MARTIN MARIETTA MATERIALS, INC. TRACT AS RECORDED IN DEED BOOK 5974, PAGE 524 IN THE WAKE COUNTY REGISTRY, SAID POINT ALSO BEING ON THE NORTHERN RIGHT-OF-WAY MARGIN OF INTERSTATE 440-OUTER BELTLINE SOUTHBOUND LANES; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY OF INTERSTATE 440 THE FOLLOWING COURSES AND DISTANCES: THENCE, S27°17'51"W, 141.35 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S29°10'39"W, 190.73 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 866.93 FEET, AN ARC LENGTH OF 181.75 FEET, AND A CHORD OF

S39°45'00"W 181.42 FEET TO AN EXISTING CONCRETE MONUMENT FOUND; THENCE, N49°04'12"W, 32.44 FEET TO AN EXISTING CONCRETE MONUMENT FOUND; THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 834.93 FEET, AN ARC LENGTH OF 73.79 FEET, AND A CHORD OF S47°43'33"W, 73.76 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, S53°31'54"W, 212.25 FEET TO AN EXISTING IRON PIPE FOUND; THENCE, LEAVING SAID RIGHT-OF-WAY OF INTERSTATE 440 BELTLINE N88°38'12"W, 34.35 FEET TO AN EXISTING CONCRETE MONUMENT FOUND; THENCE, N88°43'51"W, 89.61 FEET TO AN EXISTING IRON PIPE FOUND ON THE EASTERN LINE OF THE PETER P. & RUTH L. WILLIAMS TRACT AS RECORDED IN DEED BOOK 2180, PAGE 571 IN THE WAKE COUNTY REGISTRY; THENCE, ALONG SAID EASTERN LINE N42°29'17"W, 570.46 FEET TO A PK NAIL SET IN A CONCRETE SIDEWALK AND BEING THE NORTHEAST CORNER OF SAID WILLIAMS TRACT, SAID POINT ALSO BEING ON SAID SOUTHERN RIGHT-OF-WAY OF WYCLIFF ROAD; THENCE, ALONG SAID RIGHT-OF-WAY OF WYCLIFF ROAD N47°30'43"E, 60.19 FEET TO THE PLACE AND POINT OF BEGINNING, CONTAINING AN AREA OF 260,647 SQUARE FEET OR 5.98 ACRES, MORE OR LESS.

Tax Map Parcel ID: 0795127649 and 0795123895.

WAKE COUNTY, NC 194
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 12/16/2015 16:14:48

BOOK:016241 PAGE:02768 - 02773

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: none

Parcel Identifier No. 0092293, 0093379,
0093378 Verified by _____ County on the _____ day of _____, 2015

By: _____

Mail/Box to: Lynch & Eatman, L.L.P., Post Office Box 30515, Raleigh, NC 27622

This instrument was prepared by: Lynch & Eatman, L.L.P. (without title examination)

Brief description for the Index: Lake Boone Shopping Center

THIS DEED made this 16th day of November, 2015, by and between

GRANTOR

Isabella Williams Smith and Mason Long Williams, Trustees of the Ruth Long Williams Amended and Restated Revocable Declaration of Trust dated April 14, 2011, as amended

and Isabella Williams Smith and Mason Long Williams, Executors of the Estate of Ruth Long Williams

**c/o Mason Long Williams
 8300 Health Park, Suite 217
 Raleigh, NC 27615**

GRANTEE

Mason Long Williams, Trustee of the Mason Long Williams GST Exempt Trust, and

Isabella Williams Smith, Trustee of the Isabella Williams Smith GST Exempt Trust

**c/o Mason Long Williams
 8300 Health Park, Suite 217
 Raleigh, NC 27615**

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 of Grantor's interest in that certain lot or parcel of land situated in Wake County, North Carolina, and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2180, Page 571, Wake County Registry.

All or a portion of the property herein conveyed ☐ includes or ☒ 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: all easements, restrictions and rights of way of record and the lien of 2015 ad valorem taxes.

[signatures on the following pages]

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

Isabella Williams Smith

Isabella Williams Smith, Trustee of the Ruth Long Williams
Amended and Restated Revocable Declaration of Trust dated
April 14, 2011, as amended

Isabella Williams Smith

Isabella Williams Smith, Executor of the Estate of Ruth Long
Williams

State of North Carolina
County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that ISABELLA WILLIAMS SMITH, TRUSTEE, 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 16th day of November, 2015.



Priscilla B. Feliu

Priscilla B. Feliu, Notary Public

My Commission Expires: May 23, 2020

State of North Carolina
County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that ISABELLA WILLIAMS SMITH, EXECUTOR, 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 16th day of November, 2015.

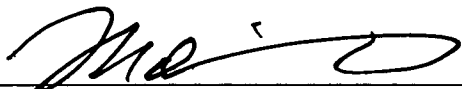


Priscilla B. Feliu

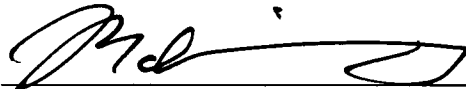
Priscilla B. Feliu, Notary Public

My Commission Expires: May 23, 2020

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



Mason Long Williams, Trustee of the Ruth Long Williams
Amended and Restated Revocable Declaration of Trust dated
April 14, 2011, as amended

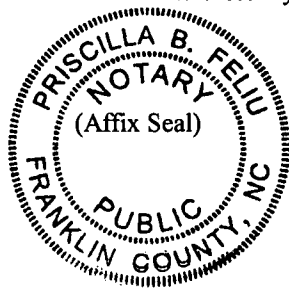


Mason Long Williams, Executor of the Estate of Ruth Long
Williams

State of North Carolina
County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that MASON LONG WILLIAMS, TRUSTEE, 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 16th day of November, 2015.




Priscilla B. Feliu, Notary Public

My Commission Expires: May 23, 2020

State of North Carolina
County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that MASON LONG WILLIAMS, EXECUTOR, 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 16th day of November, 2015.

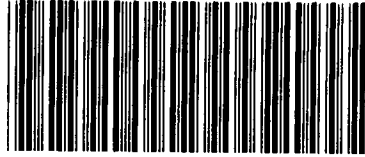



Priscilla B. Feliu, Notary Public

My Commission Expires: May 23, 2020

EXHIBIT A
PROPERTY DESCRIPTION

BEGINNING at a Control Corner located at a point located at a masonry wall on the northern side of Lake Boone Trail running thence North 53° 31' 21" West 33.67 feet to a point in the eastern right-of-way of Wycliff Road; thence along the right-of-way of Wycliff Road the following courses and distances: North 04° 29' 45" West 68.96 feet to a point; thence along a curve having a radius of 428.83 feet, an arc distance of 385.51 feet along a chord bearing North 20° 45' 20" East 372.66 feet to a point; thence North 47° 28' 49" East 575.57 feet to an existing iron pipe; thence leaving the right-of-way of Wycliff Road and running thence South 42° 28' 06" East 550.44 feet to an existing iron pipe; thence South 88° 42' 47" East 89.58 feet to a point; thence South 56° 19' 13" West 56.69 feet to an existing iron pipe; thence along a curve with a radius of 544.26 feet, an arc distance of 362.60 feet along a chord bearing South 36° 57' 01" West 355.93 feet to an existing iron pipe; thence North 88° 45' 42" West 186.84 feet to a point; thence South 05° 34' 17" West 115.00 feet to an existing iron pipe located in the northern right-of-way of Lake Boone Trail; thence with the right-of-way of Lake Boone Trail along a curve with a radius of 3314.04 feet, an arc distance of 203.28 feet along a chord bearing North 86° 17' 47" West 203.25 feet to a point; thence North 87° 42' 40" West 35.06 feet to a point; thence along a curve with a radius of 3741.50 feet, an arc distance of 288.20 feet along a chord bearing South 88° 43' 23" West 288.13 feet to a point, the POINT AND PLACE OF BEGINNING and being that property containing approximately 11.06 acres as being described on that survey prepared by B. L. Scott Land Surveying and entitled "Lake Boone Shopping Center Limited Partnership" dated January 29, 2013.



BOOK:016241 PAGE:02768 - 02773



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 6 # of Pages P

Excise Tax \$460.00

NORTH CAROLINA GENERAL WARRANTY DEED

Parcel Identifier No. 0794461561
Prepared by: GOLD LAW, P.A.
Return to: Grantee

Property address: 3415 Wade Ave., Raleigh, NC 27607

THIS DEED made this 25th day of February, 2016, by and between

GRANTOR	GRANTEE
3415 Wade LLC, a North Carolina Limited Liability Company	Dayong Gan and wife, Junhong Ma
2221 River Park Drive	503 Annandale Dr.
Wake Forest, NC 27587	Cary, NC 27511

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

SEE 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 exceptions hereinafter stated.

The property hereinafter described was acquired by Grantor(s) by instrument recorded at Book 15485, Page 397, WAKE County Register of Deeds, North Carolina.

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

Subject to ad valorem taxes; all applicable zoning and land use ordinances, statutes and regulations; and to the provisions of all applicable restrictive covenants and utility easements of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

3415 Wade LLC, a North Carolina Limited Liability Company

By: [Signature]
Geoffrey Krummel MANAGER
Print/Type Name & Title:

STATE OF NC
COUNTY OF Wake

I, the undersigned, a notary public of NC State and Durham County, do hereby certify that Geoffrey Krummel appeared before me this day and acknowledged that he/she is the Manager of 3415 Wade LLC, a North Carolina Limited Liability Company and by that 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 official seal, this the 24 day February, 2016.

[Official Seal]

[Signature]
NOTARY PUBLIC - Deborah Dorsett

My Commission expires:

6/26/17



North American Title Insurance Company

Commitment Number: 2016010488

EXHIBIT A
LEGAL DESCRIPTION
3415 Wade Avenue Raleigh, NC 27607
Wake County

BEGINNING at a point in the southern edge of right of way of Wade Avenue, said point being 295 feet in a westerly direction measured along said right of way from the point of intersection of said right of way with the western edge of right of way of Godwood Lane, said point also being the northwest corner of Lot 5, Block J, according to map hereinafter referred to; thence South 4 deg. 41 minutes West 164.40 feet to a point; thence South 87 deg. 35 minutes West 90.58 feet to a point; thence North 4 deg. 41 minutes East 175.05 feet to a point in the southern edge of right of way of Wade Avenue; thence with said right of way of Wade Avenue South 85 deg. 19 minutes East 90 feet to the point of being and BEING all of Lot 4, Block J as shown on plat entitled "Section 3, Ridgewood, Raleigh, North Carolina," dated October 19, 1855, prepared by Joseph N. Farlow, Consulting Engineer, and recorded in Book of Maps 1958, Page 3, Wake County Registry, North Carolina.

Excise Tax \$0

NORTH CAROLINA GENERAL WARRANTY DEED

Tax Block: Lot: Parcel Identifier No. **0038982**
Prepared by: Law Office of Jonathan Richardson, PLLC
Return to: Grantee

Brief description for the Index

915 MarilynTHIS DEED made this 11th day of **March**, 2016, by and between

GRANTOR	GRANTEE
Mangrum Building, LLC	Hobco Auto Sales, Inc.
412 E. Williams St. Ste A Apex, NC 27502 NOT A PRIMARY RESIDENCE	617 Watauga St. #1 Raleigh, NC 27604

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 **Wake** County, North Carolina and more particularly described as follows:

SEE EXHIBIT A

PROPERTY ADDRESS:
915 Marilyn Drive
Raleigh NC 27607

PARCEL ID: 0038982

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.

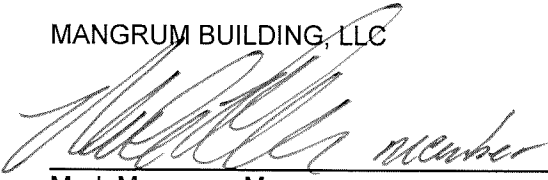
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

The property hereinafter described was acquired by Grantor(s) by instrument recorded at Book _____, Page _____ of the **Wake** County Registry.

Subject to ad valorem taxes for current and subsequent years;
Subject to all valid covenants, declarations, easements and rights of way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

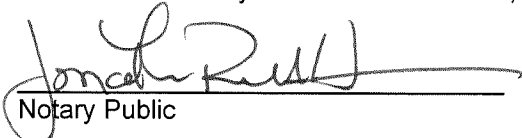
MANGRUM BUILDING, LLC

By:  (SEAL)
Mark Mangrum, Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, JONATHAN RICHARDSON, the undersigned, a Notary Public for WAKE County, certify that **Mark Mangrum, Manager of Mangrum Building, LLC** personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal, this 11 day of **March**, 2016.


Notary Public

[OFFICIAL SEAL]

My Commission expires: 5/9/2019

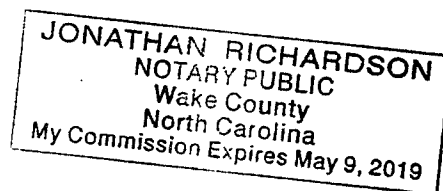


EXHIBIT A

BEGINNING at an iron pin in the western right-of-way line of Marilyn Drive, said iron pin being located North 85/ 50' 00" West 15.0 feet from a point in the centerline of Marilyn Drive, which point is in turn located approximately South 04/ 03' 39" West 354 feet from the centerline of the intersection of Phyllis Drive and Marilyn Drive; running thence from the point of beginning along the western right-of-way line of Marilyn Drive South 04/03'39" West 108.88 feet to an iron pin; thence North 86/07'51" West 178.41 feet to a concrete monument; thence North 06/10'00" East 109.87 feet to an iron pin; thence South 85/ 50' 00" East 174.37 feet to an iron pin, the point and place of BEGINNING, containing 19,285 square feet, according to a survey entitled "House location for James T. Mann, III and wife, Dabney J. Mann," dated May 17,1986, prepared by W. David. Hawkins, and being the same property conveyed by deed to August R. Lawrence and wife, Alvera H. Lawrence, recorded at Book 3035, Page 690, Wake County Registry.

765.00 NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: ~~\$762.00~~

Tax ID: 0024040

Mail after recording to **Grantee**

This instrument prepared by **Dale L. Thomas Jr., Attorney at Law**

Brief description for the index Lot 14, Block A, Meredith Woods S/D, Section 3-B, BM1965/67

THIS DEED made this the, 13th day of April, 2016, by and between

GRANTORS

GRANTEE

**Rita Hanel and husband,
Christopher Mariani**

Alexandra Kandell, Separated

**3306 Mesa Court
Raleigh, NC 27607**

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 Grantors, 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 the right, title, interest and claim in that certain lot or parcel of land situated in the City of Raleigh, Wake County, North Carolina, and more particularly described as follows:

BEING all of Lot 14, Block A, Meredith Woods Subdivision, Section 3-B, as recorded in Book of Maps 1965, Page 67, Wake County Registry.

The property hereinabove described was acquired by Grantor(s) by instrument recorded in **Deed Book 12196 at Page 1323-1325**. A map showing the above-described property is recorded in Book of Maps 1965, Page 67, Wake County Registry.

All or a portion of the property herein conveyed ☒ includes or ☐ does not include the primary residence of a 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.

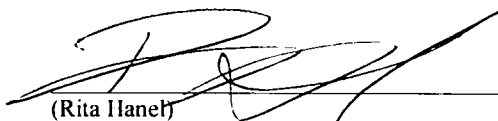
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

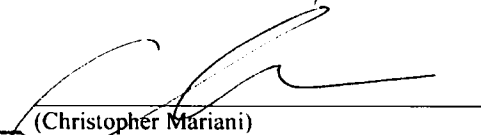
Title to the property hereinabove described is subject to the following exceptions:

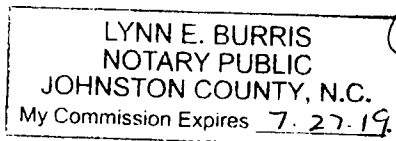
Easements, Rights of way and restrictions of record affecting the property.

The lien of Ad Valorem Taxes not yet due or payable.

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 affixed by authority of its Board of Directors, the day and year first above written.

 (Seal)
(Rita Hanel)

 (Seal)
(Christopher Mariani)



SEAL-STAMP _____, Johnston COUNTY.

I, LYNN E. BURRIS A Notary Public of the County and State aforesaid, certify that Rita Hanel and Christopher Mariani 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 13 day of April, 20 14.

Notary Public Lynn E. Burris

My Commission Expires: July 27, 2019

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

WAKE COUNTY, NC 193
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/31/2016 14:08:07

BOOK:016404 PAGE:00658 - 00662

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: None

Parcel Identifier: 0795-23-6177

Mail after recording to: Wells Fargo Bank, N.A., Wealth Management
150 Fayetteville Street, 7th Floor
DO182-072
Raleigh, NC 27601

This instrument was prepared by:
Wyrick Robbins Yates & Ponton LLP (EAV) (without benefit of title examination), 4101 Lake Boone Trail,
Ste. 300, Raleigh, NC 27607

Brief Description for the Index: Blake Ld East of Beltline

THIS DEED made this 25th day of May, 2016, by and between:

GRANTOR	GRANTEE
Wells Fargo Bank, N.A., Successor by Merger to Wachovia Bank, N.A., Trustee Under Will of William Trent Ragland FBO William Ragland 150 Fayetteville Street, 7 th Floor Raleigh, NC 27601	William Trent Ragland TUW Article IV William Ragland FBO William; William Trent Ragland TUW Article IV William Ragland FBO Betty; William Trent Ragland TUW Article IV William Ragland FBO Jody c/o Wells Fargo Bank, N.A., Wealth Management 150 Fayetteville Street, 7 th Floor Raleigh, NC 27601

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 Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, a fifty percent (50%) undivided interest in and to all that certain lot or parcel of land situated in Raleigh Township, City of Raleigh, Wake County, North Carolina and more particularly described as follows:

See Exhibit A which is attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by Deed recorded in Book 1575, Page 319, Wake County Registry.

All or a portion of the property herein conveyed 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 Grantee in fee simple.

And Grantor covenants with Grantee that Grantor has not placed or suffered to be placed any presently existing liens or encumbrances on said premises and that it will warrant and defend title to same against the lawful claims of all persons claiming by, through, under, or on account of Wells Fargo Bank, N.A., insofar as it is its duty to do so by virtue of its office as Trustee, but no further. Grantor covenants that the property is subject to the following exceptions:

1. Taxes for 2016 and subsequent years' ad valorem taxes.
2. All other easements, rights-of-way, restrictions, and encumbrances of record.

(Signature page follows)

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

Wells Fargo Bank, N.A., Successor by Merger
to Wachovia Bank, N.A., Trustee Under the Will of
William Trent Ragland FBO William Ragland

By: *[Signature]*

Name: LORRAINE BULLOCK

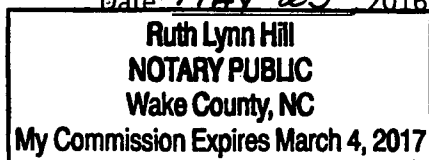
Title: ASSISTANT VICE PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document for the purposes stated and in the capacity indicated: LORRAINE BULLOCK, as ASS'T VICE PRESIDENT Wells Fargo Bank, N.A., Successor by Merger to Wachovia Bank, N.A., Trustee Under the Will of William Trent Ragland FBO William Ragland.

Date: MAY 25 2016



(Official Seal)

[Signature]
Official Signature of Notary

RUTH LYNN HILL
Notary Printed Name

My Commission Expires: MARCH 4, 2017

EXHIBIT A

Legal Description

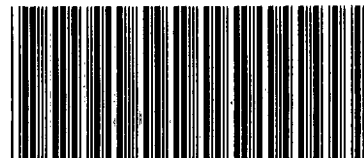
Grantor's 50% undivided interest in and to the following described property:

1. Deed dated November 4, 1946, from Robert D. Beam and wife, et al., to W. T. Ragland, recorded in Book 953, Page 354;
2. Deed dated July 29, 1947, from C. C. Mangum and wife, to W. Trent Ragland, recorded in Book 977, Page 168;
3. Deed dated April 1, 1948, from C. C. Mangum and wife, to W. Trent Ragland, recorded in Book 994, Page 135;
4. Deed dated January 19, 1951, from William Henry Abram and wife, to W. T. Ragland, recorded in Book 1064, Page 388;
5. Deed dated August 1, 1956, from Cleveland Wood to W. T. Ragland, recorded in Book 1249, Page 180;
6. Deed dated June 1, 1957, from Annie L. Williams and husband, to W. T. Ragland, recorded in Book 1279, Page 348; and
7. Deed dated November 8, 1957, from Philip Alston, et al, Trustee of Williams Grove Church, to W. T. Ragland, recorded in Book 1299, Page 3.

Together with an easement or right of way conveyed to W. T. Ragland by J. W. Harden by instrument dated August 21, 1958, and recorded in Book 1330, Page 411, Wake County Registry.

LESS AND EXCEPT the property contained in the following deeds to J. R. Adams and Associates, Inc.:

1. Deed dated October 25, 1966, from William T. Ragland, Jr. and William M. Ragland, Trustees Under the Will of William T. Ragland, deceased, recorded in Book 1738, Page 426, Wake County Registry;
2. Deed dated October 31, 1966, from William T. Ragland, Jr. and William M. Ragland, Trustees Under the Will of William T. Ragland, deceased, recorded in Book 1741, Page 282, Wake County Registry;
3. Deed dated November 14, 1967, from William T. Ragland, Jr. and William M. Ragland, Trustees Under the Will of William T. Ragland, deceased, recorded in Book 1793, Page 507, Wake County Registry; and
4. Deed dated November 20, 1968, from William T. Ragland, Jr. and William M. Ragland, Trustees Under the Will of William T. Ragland, deceased, recorded in Book 1850, Page 241, Wake County Registry.



BOOK:016404 PAGE:00658 - 00662



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Laura M. Riddick
Register of Deeds**

**Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601**

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

5 # of Pages ✓

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$740.00

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No. 0035489

Mail after recording to: Brady Law Firm, PLLC; 130 Mine Lake Court, Suite 200, Raleigh, NC 27615

This instrument was prepared by: Brady Law Firm, PLLC

THIS DEED made this 16 day of June, 2016 by and between**GRANTOR****Ronald L. Baron and spouse,
Joan R. Baron****5207-101 Creedmoor Road
Raleigh, NC 27612****GRANTEE****Stephen F. Willcox and spouse,
Linda M. Willcox****3208 Caldwell Drive
Raleigh, NC 27607**

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:

See Attached Exhibit A.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 2338, Page 01, Wake County Registry.

A map showing the above described property is recorded in Book of Maps 1964, Page 70, 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:

Ad Valorem Taxes for the year 2016.

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

GRANTORS:

Ronald L. Baron (SEAL)
Ronald L. Baron

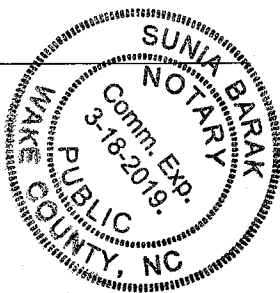
Joan R. Baron (SEAL)
Joan R. Baron

STATE OF NC

COUNTY OF Wake

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: **Ronald L. Baron**. Witness my hand and official stamp or seal, this the 16 day of June, 2016.

My Commission Expires: 3-18-19



Sunia Barak
Notary Public

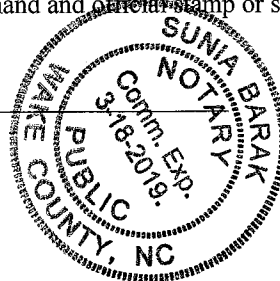
Print Notary Name: Sunia Barak

STATE OF NC

COUNTY OF Wake

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: **Joan R. Baron**. Witness my hand and official stamp or seal, this the 16 day of June, 2016.

My Commission Expires: 3-18-19



Sunia Barak
Notary Public

Print Notary Name: Sunia Barak

EXHIBIT A

Parcel Id. 0035489

BEING all of Lot 29, Block A, of Meredith Woods Subdivision, Section One, according to map recorded in Book of Maps 1964, Page 70, Wake County Registry.

This conveyance is made subject to a ten-foot drainage easement along the rear line of the above described lot as shown on the recorded map.

Subject also to restrictive covenants recorded in Book 1611, Page 383, Wake County Registry.

Excise Tax \$~~1,750.00~~ - 0 -

Tax ID# 0064110

Prepared By: Timothy J Colgan, Attorney
111 Brooks Avenue
Raleigh, NC 27607

Return To: GRANTEE @ PO Box 19726, Raleigh, NC 27619-9726

Brief Description for Index:
1213 Ridge Road

NORTH CAROLINA NON-WARRANTY DEED

This Deed made this 27th day of June, 2016, by and between **Raleigh Development Company IV, LLC**, a North Carolina limited liability company ("Grantor") and **CCH Properties LLC** a North Carolina limited liability company ("Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. * 333 Fayetteville Street, Suite 100, Raleigh, NC 27601

WITNESSETH, that the Grantor, for 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 Raleigh, Raleigh Township, Wake 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 13849, Page 1529, Wake County Registry.

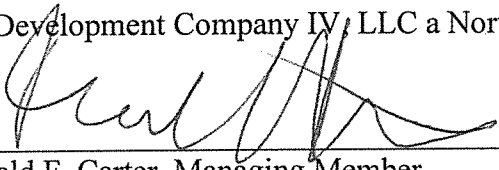
All or a portion of the property conveyed _____ includes or x does not include the primary residence of the Grantor.

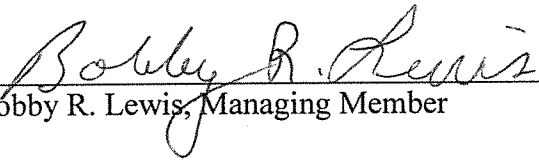
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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

Raleigh Development Company IV, LLC a North Carolina limited liability company

BY:  (SEAL)
Donald F. Carter, Managing Member

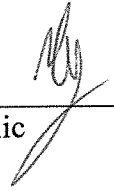
BY:  (SEAL)
Bobby R. Lewis, Managing Member

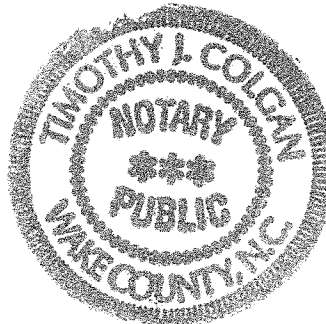
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that Donald F Carter, Managing Member of Raleigh Development Company IV, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Managing Member of Raleigh Development Company IV, LLC, and acting in the capacity of Managing Member he further acknowledges the execution of the foregoing instrument for the purposes stated herein. Witness my hand and Notarial stamp or seal, this 27th day of June, 2016.

My Commission Expires: 06-13-2020


Notary Public

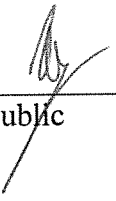


STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that Bobby Lewis, Managing Member of Raleigh Development Company IV, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Managing Member of Raleigh Development Company IV, LLC, and acting in the capacity of Managing Member he further acknowledges the execution of the foregoing instrument for the purposes stated herein. Witness my hand and Notarial stamp or seal, this 27th day of June, 2016.

My Commission Expires: 06-13-2020



Notary Public

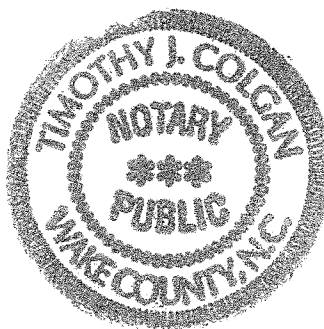


EXHIBIT A

Beginning at an existing iron pipe located in the western right-of-way line of Ridge Road, a variable width public right-of-way, said pipe marking the southeast corner of that certain tract owned by Ridge Road Assoc LLC, now or formerly (see deed recorded in Book 12384, page 2431, Wake County Registry); runs thence along the western right-of-way line of Ridge Road South 04° 53' 02" East 75.80 feet to an existing iron pipe marking the northeast corner of a second tract owned by Ridge Road Assoc LLC, now or formerly (see deed recorded in Book 12384, page 2428, Wake County Registry); runs thence leaving the western right-of-way line of Ridge Road and running along the northern line of the second Ridge Road Assoc LLC tract North 89° 08' 27" West 199.83 feet to an existing iron pipe marking the northwest corner of the second Ridge Road Assoc LLC tract, and the northeast corner of a third tract owned by Ridge Road Assoc LLC (see deed recorded in Book 12384, page 2425, Wake County Registry); runs thence along the northern line of the third Ridge Road Assoc LLC tract North 88° 49' 50" West 67.71 feet to an existing iron pipe located in the eastern line of property owned by Raleigh Development Co IV LLC, now or formerly (see deed recorded in Book 13941, page 2506, Wake County Registry); runs thence along the eastern line of the Raleigh Development Co tract North 01° 23' 27" East 75.00 feet to a computed point; runs thence along the southern line of the first Ridge Road Assoc LLC tract South 88° 39' 23" East 67.64 feet to an existing iron pipe, and South 89° 19' 40" East 191.63 feet to an existing iron pipe located in the western right-of-way line of Ridge Road, the point and place of beginning, containing approximately 0.4539 acre (19,770 square feet), all as shown on that survey entitled "1213 Ridge Road, Raleigh, NC 27603", dated May 31, 2016, and prepared by John A. Edwards & Company, Consulting Engineers and Land Surveyors. For reference, see Lot 10 on that plat recorded in Book of Maps 2001, page 2038, Wake County Registry.

WAKE COUNTY, NC 160
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 08/12/2016 14:36:17

BOOK:016491 PAGE:01081 - 01084

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: \$ - 0 -

Account No.: "Out of" 0186378 PIN: "Out of" 0794.05-29-2423

After recording return to: Manning, Fulton & Skinner, P.A. #133

This instrument was prepared by: Barry D. Mann of Manning, Fulton & Skinner, P.A.
 (WITHOUT TITLE EXAMINATION)

Brief description for the Index: 3.60 acres, Robert Allen/Leroy Allen Family LP recombination

THIS DEED is made as of the 12th day of August, 2016, by and between

GRANTOR	GRANTEE
Robert Lee Allen and wife, Celeste Allen 1601 Ridge Road Raleigh, NC 27607	Leroy Allen Family Limited Partnership, a North Carolina limited partnership 1603 Ridge Road Raleigh, NC 27607

The property conveyed by this instrument does not include the primary residence of Grantor.

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 Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all of that certain lot or parcel of land situated in Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

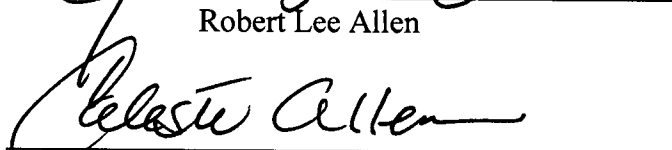
The Property was conveyed to Grantor by deed recorded in Book 4796, page 848, as re-recorded in Book 5582, page 112, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE TO THE PROPERTY HEREIN DESCRIBED.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and delivered.


Robert Lee Allen

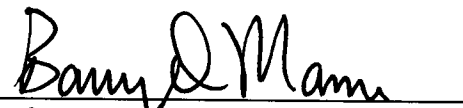

Celeste Allen

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert Lee Allen and Celeste Allen.

Date: August 12, 2016

Notary Public: 

Printed Name: BARRY D. MANN

My Commission Expires: 11/04/2018

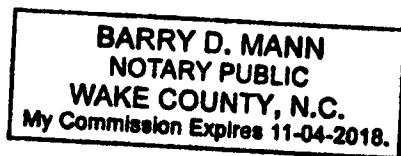


EXHIBIT A

BEING all of Tract 1, containing 5.988 acres, as shown on that recombination plat recorded in Book of Maps 1990, page 1150, Wake County Registry (the "Recorded Plat").

SAVE AND EXCEPT from said 5.988-acre tract the following described retained property:

COMMENCING at an existing iron pipe located in the western right-of-way line of Ridge Road, a 60' public right-of-way, having coordinates of N: 749532.8432, E: 2093374.8292 as shown on that plat entitled "RECOMBINATION SURVEY LOTS 1 & 3 FOR ROBERT LEE ALLEN & LEROY ALLEN FAMILY LMTD PARTNERSHIP", dated April 13, 2016 and revised July 6, 2016, and prepared by Priest, Craven & Associates, Inc. (the "Plat"); thence along the western right-of-way line of Ridge Road N 14°23'18" E a distance of 255.51 feet to a point; thence leaving the western right-of-way line of Ridge Road the following five (5) courses and distances: (1) N 80°00'19" W a distance of 197.30 feet to a point; (2) N 88°52'54" W a distance of 409.90 feet to a point; (3) S 81°59'26" W a distance of 683.65 feet to a point; (4) S 39°40'13" W a distance of 57.96 feet to a point; and (5) S 31°50'24" W a distance of 127.62 feet to an iron pipe set, the point and place of BEGINNING for "New Lot 1"; runs thence along the following twelve (12) courses and distances for New Lot 1: (1) S 38°41'54" E a distance of 228.19 feet to a iron pipe set; (2) N 89°39'06" E a distance of 16.19 feet to an iron pipe set; (3) S 39°04'36" E a distance of 95.43 feet to a iron pipe set; (4) S 56°42'11" E a distance of 164.12 feet to an iron pipe set; (5) S 76°50'14" E a distance of 24.39 feet to a iron pipe set; (6) S 89°46'23" E a distance of 24.23 feet to an iron pipe set; (7) S 00°46'09" W a distance of 25.28 feet to an existing concrete monument; (8) N 89°02'06" W a distance of 570.24 feet to a iron pipe set; (9) N 06°44'08" E a distance of 237.63 feet to a iron pipe set; (10) S 88°46'04" E a distance of 79.00 feet to a existing iron pipe; (11) N 14°40'01" E a distance of 59.74 feet to a existing pk nail; and (12) N 31°50'24" E a distance of 84.06 feet to the point and place of BEGINNING for "New Lot 1", containing 2.390 acres, or 104129.74 square feet.

The purpose of this conveyance is (a) to sever western and northwest areas of Tract 1 as shown on the Recorded Plat, said areas containing approximately 3.60 acres, and to add these areas to "New Lot 3" as shown the Plat, and (b) for Grantor to retain the entire area of "New Lot 1" on the Plat, with said Plat being recorded after the recordation of the deed to which this legal description is attached, all as required by the City of Raleigh.



BOOK:016491 PAGE:01081 - 01084



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It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick

Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

4 # of Pages

NORTH CAROLINA :

BOOK 1654 PAGE 19

WAKE COUNTY :

THIS DEED OF GIFT, made and entered into this 9th day of June, 1965, by and between MARGUERITE B. WHITE, sometimes known as MARGUERITE O'KELLY WHITE, widow, of Los Angeles County, California, party of the first part, and BERYL O'KELLY BROOKS, of Los Angeles County, California, party of the second part;

W I T N E S S E T H:

That said party of the first part, in consideration of TEN (\$10.00) DOLLARS and natural love and affection, has bargained and sold and by these presents does grant, bargain, sell and convey unto the party of the second part, her heirs and assigns, those certain tracts or parcels of land situated in Wake County, North Carolina, and more particularly described as follows:

PARCEL ONE: Beginning at a rock 100 feet south from the center of the North Carolina railroad track, and running thence westwardly parallel with said Railroad 18-2/5 poles to a stake; thence south 2-3/4 degrees west 19 poles and 22 1/2 links to a stake; thence south 87 degrees east 18 poles to a stake, C. H. Wood's line, thence north 2-3/4 degrees east 16 poles to the beginning, containing two acres, more or less, and being the same land conveyed to F. D. Atwater, by Richard Atwater by deed recorded in Book 273, Register of Deeds office, and the same being deeded in Book 87, at page 84, Register of Deeds office, reference to all of which is hereby made for a more perfect description of said lot of land. This property was conveyed to the Grantor as Tract Number Two of deed recorded in Book 820, page 324 in the Wake County Registry.

PARCEL TWO: Lot Nos. 26, 27, 36, 40, 41, 42, 45, 46, 47, 50, 51, 57, 67, 68, 3, 7, 35 and 56 of the "Berry O'Kelly Subdivision," as recorded in Book of Maps 1920, page 150, in the Wake County Registry.

Also any and all the right, title, and interest of Marguerite B. White in and to any and all other property and lots shown on the map entitled "Berry O'Kelly Subdivision," as recorded in Book of Maps 1920, page 150, in the Wake County Registry.

This property is a part of the property which was conveyed to the Grantor as Tract Number One of deed recorded in Book 820, page 324, in the Wake County Registry.

PARCEL THREE: Beginning at a point at the northeast intersection of South West Street and Fowle Street as shown on a map to which reference is hereinafter made; runs thence in a northerly direction

along the east line of South West Street, 74.50 feet to a pipe; runs thence north 89 degrees 02 minutes east 110 feet to a point, the northwestern corner of a parcel of land conveyed to James Pugh and wife, Annie J. Pugh by deed recorded in Book 1030, page 597, in the Wake County Registry; runs thence in a southerly direction along the west line of the Pugh lot 74.50 feet to a point in the north line of Fowle Street; runs thence in a westerly direction with the north line of Fowle Street 110 feet to the point and place of beginning, Being the western portion of Lot #5 of the A. T. White property, recorded in Book 1938, page 69, in the Wake County Registry.

This property is a part of the property which was conveyed to the Grantor as Tract Number 10 of deed recorded in Book 820, page 155, in the Wake County Registry.

This property is subject to the rights-of-way of South West Street and Fowle Street.

✓ PARCEL FOUR: Beginning in the southern line of Smithfield Street at the southwest corner of Rodman Williams' lot, runs thence south with his line 90 feet thence west 42 feet to said alley, thence north with said alley 90 feet to Smithfield Street, thence east along the southern line of said Smithfield Street 42 feet to the beginning, being the lot conveyed to John A. Duncan November 16th, 1907, by Susan Johnson Christmas by deed recorded in Book 214, at page 629, in Register of Deeds office of Wake County, North Carolina, and same described in Book 111, at page 617, in said Register's office. This property was conveyed to the Grantor as Tract Number 3 of deed recorded in Book 820, page 155, in the Wake County Registry.

✓ PARCEL FIVE: Beginning at the southwest corner of Susan Christmas, lot, thence east along her line 90 feet, thence south along the line of H. C. Crosby's lot 33 feet, thence west along the lot occupied by Henrietta Brown in 1895, 90 feet, thence north 33 feet to the first mentioned station being the lots formerly released and conveyed to Roberta B. Crosby (now Jarrell) by her former husband, H. C. Crosby, (now deceased), by deed dated October 7th, 1895, and recorded in Book 301, at page 58, Register of Deed's office for Wake County, North Carolina, which deed, book and page in which it is recorded are expressly referred to and made a part hereof for better description of said lot by metes and bounds. This property was conveyed to the Grantor as Tract Number 5 of deed recorded in Book 820, page 155, in the Wake County Registry.

✓ PARCEL SIX: Commencing at the northwest corner of B. F. Montaque's lot on Mark Street, thence north along said street fifty seven (57) feet, thence east along the line of Coly Davis's lot seventy-six (76) feet; thence south along the line of Thomas Williams' lot fifty seven (57) feet; thence west along the line of Elmira Drewston's and B. F. Montaque's lots, seventy six (76) feet to the first mentioned bound, being the lot conveyed to N. F. Roberts by Sarah B. Tupper by deed recorded in the Office of the Register of Deeds of Wake County, Book 742, page 79. This property was conveyed to the Grantor as Tract Number 15 of deed recorded in Book 820, page 155, in the Wake County Registry.

BOOK 1654 PAGE 21

PARCEL SEVEN: Beginning at a point in the western line of an alleyway, running east and west from the Fair Grounds street, through the Richard Shepherd old property, said point of beginning being the southwest corner of C. B. Park's lot; runs thence north with said Park's western line 150 feet, thence west 75 feet, thence south in a line parallel with the first line 150 feet to said alley-way, thence east with the northern line of said alleyway 75 feet to the place of beginning. This property was conveyed to the Grantor as Tract Number 11 of deed recorded in Book 820, page 155, in the Wake County Registry.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging unto the said party of the second part, her heirs and assigns, in fee simple forever.

And the said party of the first part, for herself, her heirs, administrators, executors and assigns, covenants with the party of the second part, her heirs, administrators, executors and assigns, that she is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free and clear from all encumbrances, except as herein set forth, and that she will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the party of the first part has hereunto set her hand and seal, the day and year first above written.

Marguerite B. White
 _____ (SEAL)
 Marguerite B. White

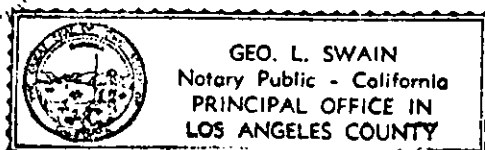
CALIFORNIA :

LOS ANGELES COUNTY :



I, Geo. L. Swain, a Notary Public, certify that Marguerite B. White, widow, 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 Seal this 14th day of June, 1965.



Geo. L. Swain

 Notary Public

My Commission expires: My Commission Expires Oct. 27, 1967

FORM 1

The foregoing certificate(s) of George L. Swain A Notary Public of Los Angeles County, State of California

Notary(ies) Public of Wake County, North Carolina, is (are) adjudged to be correct.
 Let the said deed and certificate(s) be registered. Witness my hand this the 16 day of June, 1965.
 Probate Fee 25c paid _____ Deputy Clerk Superior Court.

Filed for registration on the _____ day of JUN 16 1965, 1965, at 12:00 o'clock P.M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1654, Page 19.
 Fee \$ 3.25 paid _____

By W. A. Rowland
 J. A. ROWLAND, Register of Deeds.
 Deputy Register of Deeds

WAKE COUNTY, NC 171
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 10/17/2016 16:43:26
 STATE OF NC REAL ESTATE
 EXCISE TAX: \$688.00
 BOOK:016570 PAGE:01084 - 01086

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$688.00

Parcel Identifier No: 0020927 Verified by _____ County on the ____ day of _____, 20____
 By: _____

Mail/Box to: Grantee _____ Attorneys Title _____

This instrument was prepared by: W. Samuel Weathers, 720-A, W. Hargett St, Raleigh, NC 27603

Brief description for the Index: Lot 12; Ridgewood Sub; Blk J; Sec 3; BM 1956/3 WCRD

THIS DEED is made on the date set forth below in the acknowledgment hereof by and between:

GRANTOR	GRANTEE
Laura Blake Noah (FKA Laura Tracy Blake) and spouse, Van Batchelor Noah, Jr. 1425 Park Drive Raleigh, NC 27605	Sean A. Ross and spouse, Abby S. Ross 120 Hawthorne Road Raleigh, NC 27605

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 the City of Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 12, Block J, Ridgewood Subdivision, Section Three, as shown on map recorded in Book of Maps 1956, Page 3, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 11856 Page 2452, Wake County Registry.

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

A map showing the above described property is recorded in Book of Maps 1956 Page 3 Wake County Registry.

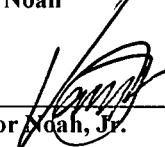
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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. Restrictive Covenants recorded in Book 1143, Page 189 Wake County Registry.
2. All easements, restrictions and encumbrances of record;
3. Ad Valorem taxes for current year and subsequent years.

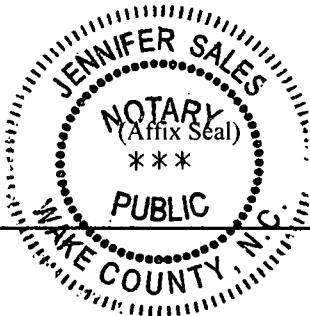
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year acknowledged below.

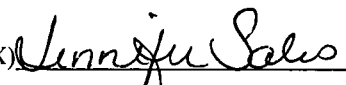
(X)  (SEAL)
 Laura Blake Noah

(X)  (SEAL)
 Van Batchelor Noah, Jr.

State of North Carolina - County of Wake

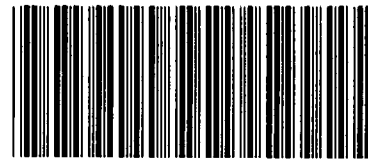
I, the undersigned Notary Public of the County of Wake and State aforesaid, certify that Laura Blake Noah and Van Batchelor Noah, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 13 day of October, 2016.



Notary Signature: (X) 

Notary Printed Name: Jennifer Sales

My Commission Expires: 5/24/2021



BOOK:016570 PAGE:01084 - 01086



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It is part of the recorded document and must be submitted with the original for re-recording

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 3 # of Pages LG

This deed drawn by MANNING, FULTON & SKINNER

NORTH CAROLINA—Wake County.

THIS DEED, made this 13th day of August, 1965

JAMES CURTIS HALL and wife, JOYCE M. HALL

To T. W. HOUSE and wife, BETSY L. HOUSE

Grantors,

Wake County, North Carolina; Witnesseth: That the Grantors, in consideration of Ten Dollars and other valuable consideration to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the Grantees, their heirs, or successors, and assigns, the parcel(s) of land in Wake County, North Carolina, in Raleigh Township, adjoining the lands of _____ and others, and more particularly described as follows:

BOUNDED BY A LINE BEGINNING at a stake on the west side of a street which is 30 feet wide, now known as Marilyn Drive, in the corner of Lot 41 of a plat hereinafter referred to, said stake being 217.1 feet in a northerly direction measured along the west side of Marilyn Drive from its intersection with the north side of a street running in an easterly and westerly direction along the north line of the Meredith College land now known as Faircloth Street Extended, and runs thence North 85 degrees 50 minutes West along the back line of Lots 41, 42 and 43, a distance of 183.2 feet to a stake in the east line of State Prison Farm; thence North 6 degrees 12 minutes East 112.8 feet to a stake in the center of the back line of Lot 39; thence through the center line of said Lot 39 South 85 degrees 50 minutes East 178.85 feet to a stake on the west side of Marilyn Drive in the center of the farm line of Lot 39; thence with the west side of said Marilyn Drive South 4 degrees 10 minutes West 112.5 feet to the BEGINNING, and being all of Lot 40 and the southernmost one-half of Lot 39 as shown on a plat of the Mary E. Moore Tract of land made by C. L. Mann in June, 1924, and recorded in Book of Maps 1920, Volume 3, at page 250, Wake County Registry.



This property is conveyed subject to covenants and restrictions of record, easements of record affecting said property, 1965 taxes and to Water, Sewer and Paving assessments.

This property is also conveyed subject to a note and deed of trust from J. Curtis Hall and wife, Joyce M. Hall, to Edward L. Stanley of Philadelphia County, Pennsylvania, and Eugene G. Shaw of Guilford County, North Carolina, Trustee for Provident Mutual Life Insurance Company of Philadelphia, Pennsylvania, dated October 12, 1959, and recorded in Book 1384, page 448, Wake County Registry, securing the principal sum of \$13,050.00. It is expressly agreed between the parties hereto that the Grantees will assume the indebtedness of said note and deed of trust and that they will save the Grantors harmless from any cause whatsoever arising out of said note and deed of trust.

This property was conveyed to Grantors by deed dated _____ recorded in Book _____ Page _____ Wake County Registry. TO HAVE AND TO HOLD the aforesaid parcel(s) of land and all privileges and appurtenances thereunto belonging to the said Grantees, their heirs, or successors, and assigns forever.

And the said James Curtis Hall and wife, Joyce M. Hall

Grantor(s), for themselves, their heirs, executors and administrators; covenant with the Grantees, their heirs, or successors, and assigns that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that they will warrant and defend the said title to the same against the 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 TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

(Type name under each signature)

James Curtis Hall

(SEAL)

Joyce M. Hall

(SEAL)

(SEAL)

(SEAL)

NORTH CAROLINA—Wake County.

(If acknowledgment not taken in Wake County, N. C., show county and state where taken)

James Curtis Hall

Joyce M. Hall

Grantors,

each personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and notarial seal, this 13th day of August, 19 65. My commission expires 12-6-65

NOTARIAL SEAL HERE

(Seal must be impressed sufficiently for Notary's name to be readable)

Alma S. Painter

Notary Public.

NORTH CAROLINA—Wake County.

The foregoing certificate(s) of

Alma S. Painter

, Notary Public of Wake County, North Carolina,

is (are) adjudged to be correct.

Let the said deed and certificate(s) be registered. Witness my hand this the

13

day of

Aug.

19 65

Probate fee 25c paid ☒

Filed for registration on the AUG 13 1965 day of 1965, at 4:05 o'clock P. M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1665, Page 120.

Fee \$ 1.25 paid ☒

By Louise S. Fournier
Deputy Register of Deeds

Form No. 1-54 Rev. 5-54—Copyright 1954 by Wake County Bar Association—Mitchell Printing Co., Raleigh, N. C.

WAKE COUNTY, NC 73
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/31/2017 10:53:21
STATE OF NC REAL ESTATE
EXCISE TAX: \$64.00
BOOK:016738 PAGE:02186 - 02189

**NORTH CAROLINA
GENERAL WARRANTY DEED**

Excise Tax: \$64.00

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No. 1751107691

Mail after recording to: City of Raleigh, P.O. box 590, Raleigh, NC 27602

This instrument was prepared by: Tenney & Tenney, LLP, Attorneys at Law

THIS DEED made this 31st day of March, 2017 by and between

GRANTOR

**Capitol City Lumber Company, a North Carolina Corporation,
a.k.a. Capital City Lumber Company
4216 Beryl Drive, Raleigh, NC 27606**

GRANTEE

**City of Raleigh
P.O. Box 590, Raleigh, NC 27602**

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:

See Exhibit A, attached and incorporated herein.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 15814, Page 0327, Wake 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:

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.

Capitol City Lumber Company

_____(SEAL)

Edward A. Nicholson, President

_____(SEAL)

Title _____

_____(SEAL)

_____(SEAL)

NORTH CAROLINA WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that **Edward A. Nicholson**, personally appeared before me this day and acknowledged he is the President of Capitol City Lumber Company, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name. Witness my hand and official stamp or seal, this the 31st day of March, 2017.

My Commission Expires: 7/24/18

Sarah J. Gentry
Notary Public

Print Notary Name: Sarah J. Gentry

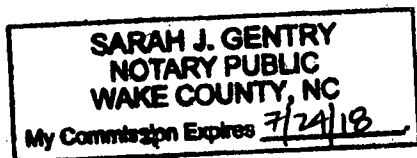


EXHIBIT A

BEING all of Lot 1-B of the property of Dalton Hickman Adams according to a plat prepared by Richard L. Mallow, dated October 16, 1985, and containing 1.69 acres including highway right of way, and referenced in deed recorded at Book 15814, Page 327 and Book 3603, Page 549, Wake County Registry.

Being further described as follows:

BEGINNING at a point in the centerline of North Carolina State Road 2542 said point of beginning being situate 2,479 feet along the centerline of State Road 2542 in a westernly direction from ~~the point of intersection of the centerline of State Road 2542~~ and the centerline of State Road 2509, said point of beginning being a corner with the City of Raleigh property indicated as Tract 3 according to the plat hereinafter referred to; running thence from the point of beginning North 75 deg. 35 min. 00 sec. West 102.54 feet along the line of Tract 1 of D.M. Adams estate as shown on a map prepared by Walter B. Bunn and dated May 8, 1980; thence cornering, a new corner with Dalton Hickman Adams and running North 01 deg. 38 min. 00 sec. East 30.76 feet to new iron pipe set in the northern right of way of State Road 2542; thence continuing along a new line with Dalton Adams North 01 deg. 38 min. 00 sec. East 423.69 feet to a new iron pipe in the southern line of the City of Raleigh property; thence with the southern line of the City of Raleigh South 88 deg. 22 min. 00 sec. East 100 feet to an existing iron pipe, a corner with the City of Raleigh property; thence cornering and running South 01 deg. 38 min. 00 sec. West 446.44 feet along the western line of the City of Raleigh property Tract 3 according to the plat hereinafter referred to to an existing iron pipe in the northern right of way of State Road 2542; thence continuing South 01 deg. 38 min. 00 sec. West 30.70 feet to the point and place of BEGINNING and being all of Lot 1-B of the property of Dalton Hickman Adams according to a plat prepared by Richard L. Mallow, dated October 16, 1985, and containing 1.69 acres including highway right of way.



BOOK:016738 PAGE:02186 - 02189



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It is part of the recorded document and must be submitted with the original for re-recording

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

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☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

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This Document

4 # of Pages *CL*

This deed drawn by ADAMS, LANCASTER, SEAY, ROUSE AND SHERRILL

NORTH CAROLINA—Wake County.

THIS DEED, made this 7TH day of NOVEMBER, 1966, byGREENBRIER REALTY AND CONSTRUCTION COMPANYa corporation organized and existing under the laws of the State of NORTH CAROLINAhaving its principal office in WAKE County, State of NORTH CAROLINATo ELBERT MCPHAUL, JR. AND WIFE, JULENE B. MCPHAUL

Wake County, North Carolina; Witnesseth: That the Grantor, in consideration of Ten Dollars and other valuable considerations to it paid by the Grantees, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantees, their heirs, or successors, and assigns, the parcel(s) of land in Wake County, North Carolina, in RALEIGH Township, adjoining the lands of _____ and others, and more particularly described as follows:

BEGINNING AT A STAKE IN THE SOUTHWESTERN LINE OF MESA COURT, SAID STAKE MARKING A COMMON CORNER OF LOTS 10 AND 11, BLOCK A, ON MAP TO WHICH REFERENCE IS HEREINAFTER MADE; RUNS THENCE ALONG THE SOUTHWESTERN LINE OF MESA COURT IN A SOUTHEASTERN DIRECTION AS IT CURVES TO THE LEFT 68.42 FEET TO A STAKE, A COMMON CORNER OF LOTS 11 AND 12; RUNS THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 11 AND 12 SOUTH 7° 59' WEST 235.18 FEET TO A STAKE, ANOTHER COMMON CORNER OF LOTS 11 AND 12; RUNS THENCE NORTH 85° 40' WEST 128 FEET TO A STAKE, A COMMON CORNER OF LOTS 7 AND 11; RUNS THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 7 AND 11 NORTH 31° 11' WEST 78.50 FEET TO A STAKE, ANOTHER COMMON CORNER OF LOTS 10 AND 11; RUNS THENCE ALONG THE DIVIDING LINE BETWEEN LOTS 10 AND 11 NORTH 37° 56' EAST 256.62 FEET TO THE POINT OF BEGINNING, AND BEING LOT 11, BLOCK A, OF MEREDITH WOODS SUBDIVISION, SECTION 3-B, ACCORDING TO MAP RECORDED IN BOOK OF MAPS 1965, PAGE 67, WAKE COUNTY REGISTRY.

THIS CONVEYANCE IS MADE SUBJECT TO A 20-FOOT SANITARY SEWER EASEMENT ACROSS THE REAR OF THE ABOVE-DESCRIBED LOT AND A DRAINAGE EASEMENT ALONG THE REAR LINES OF THE ABOVE-DESCRIBED LOT, ALL AS SHOWN ON THE AFORESAID RECORDED MAP.

SUBJECT ALSO TO RESTRICTIVE COVENANTS RECORDED IN BOOK 1648, PAGE 92, WAKE COUNTY REGISTRY.

This property was conveyed to Grantor by deed dated NOVEMBER 7, 1966 recorded in Book _____ Page _____ Wake County Registry. TO HAVE AND TO HOLD the aforesaid parcel(s) of land and all privileges and appurtenances thereunto belonging to the said Grantees, their heirs, or successors, and assigns forever.

And the said Grantor, for itself, its successors and assigns, covenants with the Grantees, their heirs, or successors, and assigns that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that it will warrant and defend the said title to the same against the 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 TESTIMONY WHEREOF, the said Grantor has caused this instrument to be signed in its corporate name by its _____ president, its corporate seal hereunto affixed, and attested by its _____ secretary, by order of its Board of Directors, this the day and year first above written.

Odell Thompson
Odell Thompson Secretary

GREENBRIER REALTY AND CONSTRUCTION COMPANY

Name of Corporation

T. J. Thompson
T. J. Thompson President

STATE OF NORTH CAROLINA—Wake County.

This is to certify that on the 9 day of NOVEMBER December, 1966, before me personally came ODELL THOMPSON

~~(president, vice-president, secretary, or assistant secretary)~~ with whom I am personally acquainted, who, being by me duly sworn, says that T. J. THOMPSON is the _____ President,

and ODELL THOMPSON is the _____ Secretary of

GREENBRIER REALTY AND CONSTRUCTION COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said _____ President, and that the said _____ President and _____ Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation. 'Witness my hand and official seal this the 9th day of NOVEMBER, 1966.

NOTARIAL SEAL HERE
(Seal must be impressed sufficiently
for Notary's name to be readable)

My commission expires: 12-29-68

NORTH CAROLINA—Wake County.

The foregoing certificate of Elizabeth C. Rous, Notary Public of Wake County, North Carolina,

is adjudged to be correct. Let the said deed and certificate be registered. Witness my hand this the 9 day of December, 1966.

Probate fee 25c paid

Filed for registration on the DEC 9 - 1966 day of 1966, at 11:00 o'clock A.M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1744, Page 283.

Fee \$ 1.25 paid.

By RB McKenry, Deputy Register of Deeds

Form No. 3-5-54—Copyright 1954 by Wake County Bar Association—Mitchell Printing Co.—2M-2-66—Raleigh, N. C.

Deed for North Carolina

BOOK 1774 PAGE 380

38-089402

THIS DEED, Made this 14th day of July, 1967, by Robert C. Weaver, Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, party of the first part, to Billy LaBrone Shelton and wife, Norma T. Shelton party(ies) of the second part,

WITNESSETH: That the said party of the first part, in consideration of TEN DOLLARS (\$10.00) and other considerations, to him paid by the said party (ies) of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the said party(ies) of the second part, and the heirs and assigns of said party(ies) of the second part, all that certain lot or parcel of land situated in the County of Wake, State of North Carolina, more particularly described as follows, to wit: BEGINNING at a point in the northern edge of the right of way of Wade Avenue, said point being 495 feet in a westerly direction measured along said right of way from the point of its intersection with the western edge of the right of way of Dogwood Lane; thence in a westerly direction with said right of way of Wade Avenue 90 feet to a point; thence North 11 degrees 28 minutes East 194.45 feet to a point; thence South 87 degrees 02 minutes East 66.61 feet to a point; thence South 4 degrees 41 minutes West 203.65 feet to a point of BEGINNING, and being all of Lot 26, Block H, Section III, Ridgewood Subdivision, Raleigh, North Carolina, as shown on map of same recorded in Book of Maps 1956, Page 3, Wake County, North Carolina, Registry.

BEING the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat.667).

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said party(ies) of the second part and the heirs and assigns of said party(ies) forever.

SUBJECT to all covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

AND THE SAID PARTY of the first part doth covenant that he is seized of said premises in fee and has the right to convey the same in fee simple; that he will WARRANT and DEFEND the said title to the same against the claims of all persons claiming by, through and under him.

IN WITNESS WHEREOF, the undersigned on July 14, 1967, has set his hand and seal as Field Office Deputy Director, FHA Field Office, Greensboro, North Carolina, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

Witnesses:

Betty F. Jackson
William E. Hofflich

ROBERT C. WEAVER
Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: *Harry L. Cooper* (SEAL)
Harry L. Cooper
Field Office Deputy Director
FHA Field Office, Greensboro, North Carolina

STATE OF NORTH CAROLINA)
COUNTY OF GUILFORD) SS

BOOK 1774 PAGE 381

I, Elmer E. Holley, a Notary Public of said County and State, do hereby certify that Harry L. Cooper who is personally well known to me and known to me to be the duly appointed Field Office Deputy Director FHA Field Office, Greensboro, North Carolina, and the person who executed the foregoing instrument bearing date July 14, 1967, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Field Office Deputy Director, for and on behalf of Robert C. Weaver, Secretary of Housing and Urban Development.

Witness my hand and official seal this 14th day of July, 1967.

Form prepared by Elmer E. Holley, Chief, Home Mortgage Section, Office of the General Counsel, Federal Housing Administration, Housing and Urban Development, Washington, D. C.

FORM 1

NORTH CAROLINA—Wake County.

The foregoing certificate(s) of

Elmer E. Holley

Notary Public of Wake County, North Carolina, is (was) adjudged to be correct.

Let the said deed and certificate(s) be registered. Witness my hand this the 21 day of July, 1967.

Probate Fee 25c paid Deputy Clerk Superior Court

Filed for registration on the JUL 21 day of 1967, 1967, at 1:40 o'clock P M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1774 Page 380.
Fee \$ 2.25 paid

J. A. BOWLAND, Register of Deeds.
Deputy Register of Deeds

NORTH CAROLINA

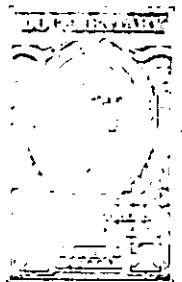
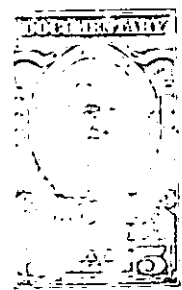
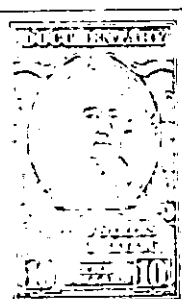
WAKE COUNTY

BOOK 1797 PAGE 155

THIS DEED, made this 30th day of November, 1967, by
WILSON H. SMITH and VERNA K. SMITH, his wife, Grantors, to
NORTH CAROLINA STATE HIGHWAY COMMISSION, an agency of the
State of North Carolina, Grantee,

W I T N E S S E T H

THAT the Grantors, in consideration of Fifteen Thousand
Dollars (\$15,000.00) and other valuable consideration to them
paid by the Grantee, the receipt of which is hereby acknowledged,
have bargained and sold, and by these presents do grant, bargain,
sell and convey unto the Grantee, its successors and assigns,
that certain lot or parcel of land located in Raleigh Township,
Wake County, North Carolina, and more particularly described
as follows:



BEGINNING at a stake in the northwest corner of the inter-
section of a 30 foot street known as Marilyn Drive and the
street bounding the north side of Meredith College lands
running westwardly from Ridge Road, said street sometimes
known as Faircloth Street Ext. or Ridge Road; runs thence
with Faircloth Street Extended North 85° 45' West 69.1
feet to a stake; thence North 6° 15' East 216.3 feet to a
stake in the south line of lot 40 of the plat hereinafter
referred to; thence with the south line of lot 40 South
86° 00' East 61 feet to a stake in the west side of Marilyn
Drive; thence with the west side of Marilyn Drive South
4° 00' West 217.1 feet to Faircloth Street Extended, the
point of beginning; it being all of lot 41 and a triangular
strip having a base of 8 feet taken from the eastern part
of lot 42 as shown on plat of property of Mrs. Mary E. Moore
recorded in Book of Maps 1920, page 250, Wake County Registry,
and being the same lot of land conveyed to Wilson H. Smith and
wife, Verna K. Smith, by John M. Alexander and wife, Ruth B.
Alexander, on May 30, 1966, by deed registered in the office
of the Register of Deeds for Wake County in Book 1715, page
93.



TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns, forever.

And the said Wilson H. Smith and Verna K. Smith, his wife, Grantors, for themselves, their heirs, executors and administrators, covenant with the Grantee, its successors and assigns, that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances; and that they will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals, the day and year first above written.

Wilson H. Smith (SEAL)
Wilson H. Smith
Verna K. Smith (SEAL)
Verna K. Smith

NORTH CAROLINA
WAKE COUNTY

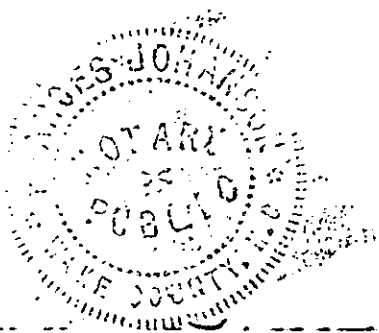
I, Frances Johnson, Notary Public, do hereby certify that Wilson H. Smith and Verna K. Smith, his wife, each personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and notarial seal, this 30 day of November, 1967.

My commission expires:

Frances Johnson
Notary Public

Nov. 19, 1969



-2-

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Frances Johnson

Notary Public, is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1797, Page 155.
This 30 day of Nov., 1967 at 1:05 o'clock P. M.

J. A. Rowland,
Register of Deeds

By

R. B. McKenzie Jr
Deputy Register of Deeds

BOOK 1830 PAGE 403

STATE OF NORTH CAROLINA

COUNTY OF WAKE

THIS DEED, made this the 18th day of June, 1968, by and between the STATE OF NORTH CAROLINA, hereinafter known as GRANTOR, acting on behalf and at the request of its agency, the State Highway Commission and Talmadge W. House, of Wake County, North Carolina, hereinafter known as GRANTEE:

W I T N E S S E T H:

THAT WHEREAS, the State Highway Commission in the construction of State Highway Project 8.1409703, Wake County, has heretofore acquired the fee simple title to certain lands in Wake County from Richard Lewis Wilbourne and wife, Betty Beasley Wilbourne, by deed dated November 29, 1967, recorded in Deed Book 1797, page 146, Wake County Public Registry; and from Margaret D. Bashford, Widow, by deed dated February 12, 1968, recorded in Deed Book 1807, page 273, Wake County Public Registry; and

WHEREAS, only a portion of said lands was needed for highway purposes; and

WHEREAS, the GRANTEE has a claim against the State Highway Commission as a result of the construction of Project 8.1409703, Wake County, over and upon certain property owned by the said GRANTEE; and

WHEREAS, the conveyance of the land hereinafter described is made as part of the consideration of settlement of said claim of the GRANTEE against the State Highway Commission; and

WHEREAS, the State Highway Commission has authorized the conveyance of said land by resolution passed on the 10th day of May, 1968;

NOW, THEREFORE, for and in consideration of the premises and the further consideration of the execution of a deed dated July 31, 1968, by the GRANTEE, the GRANTOR subject to the reservation and condition hereinafter set forth has bargained and sold, and by these presents does bargain, sell, grant and convey unto the GRANTEE, his heirs, executors and assigns, in fee simple absolute those tracts or parcels of land lying in Meredith Township, Wake County, North Carolina, and being more particularly described as follows:

TRACT 1: BEGINNING at point A north 20 deg. 38 min. east 90.00 ft. from Survey Station 747+34.89; thence from point A north 66 deg. 47 min. 19 sec. west running for a distance of 42.52 ft. to point D; thence from point D north 03 deg. 23 min. east running for a distance of 57.23 ft. to point E; thence from point E south 86 deg. 38 min. 22 sec. east running for a distance of 40.00 ft. to point F; thence from point F south 03 deg. 23 min. west running for a distance of 71.67 ft. to point A, point of Beginning.

TRACT 2: BEGINNING at point H north 89 deg. 15 min. 00 sec. west 194.10 ft. from Survey Station 14+61.83, Y-30; thence from point H south 03 deg. 23 min. 00 sec. west running for a distance of 17.55 ft. to point F; thence from point F north 86 deg. 38 min. 22 sec. west running for a distance of 40.00 ft. to point E; thence from point E north 03 deg. 23 min. 00 sec. east running for a distance of 15.73 ft. to point G; thence from point G south 89 deg. 15 min. 00 sec. east running for a distance of 40.04 ft. to point H point of Beginning.

BE IT UNDERSTOOD, however, that the GRANTOR reserves unto its agency, the State Highway Commission, all rights of abutter's access from the property herein conveyed in, over, through or across the main lanes, ramps and approaches as constructed or to be constructed under the State Highway Commission Project 8.1409703, Wake County; and it is specifically a condition of this conveyance that the GRANTEE, his heirs, executors and assigns shall have no right of access from the property herein conveyed to State Highway Project 8.1409703, except by public road connection.

TO HAVE AND TO HOLD the above-described lands and premises together with all privileges and appurtenances thereunto belonging to the GRANTEE, his heirs, executors and assigns, in fee simple absolute forever, subject always to the reservation and condition hereinabove set forth.

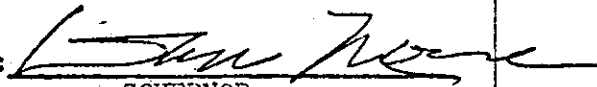
IN WITNESS WHEREOF, His Excellency, Dan K. Moore, Governor of the State of North Carolina, upon application of the State Highway Commission, and upon the showing that the best interest of the State Highway Commission will be served thereby, and by and with the approval of the Council of State, doth hereby execute this conveyance in the name of the State; and the same is attested by the Secretary of the State and the Great Seal of the State affixed thereto; all in accordance with the provisions of General Statutes 146-74 through 146-78.

Done at the City of Raleigh in the State of North Carolina on
the day and year first above written.

ATTEST:

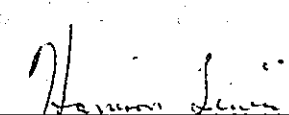
STATE OF NORTH CAROLINA


 SECRETARY OF STATE

 BY: 
 GOVERNOR

APPROVED AS TO FORM AND LEGALITY:

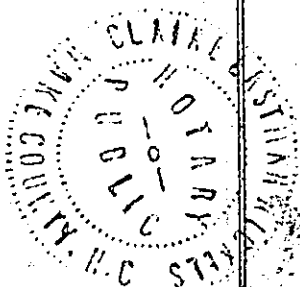
 THOMAS WADE BRUTON
 Attorney General

 BY: 
 Deputy Attorney General


 Personally appeared before me this day, Thad Eure, who being
by me duly sworn, says: That he is Secretary of State of the State of
North Carolina and that Dan K. Moore is Governor of the State, and that
he knows the Great Seal of the State; and that the foregoing instrument
was executed on behalf of the State of North Carolina by the said
Governor, attested by the said Secretary of State, and the Great Seal
affixed thereto, all by order of the Council of State duly passed.
WITNESS my hand and notarial seal, this the 15 day of
June, 1968.


 Notary Public

My Commission Expires:

1-15-69


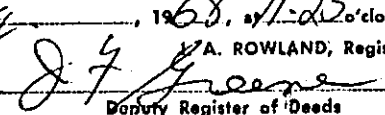
NORTH CAROLINA—WAKE COUNTY

The foregoing certificate — of



 Notary Public is
 (here) certified to be correct. This instrument was presented for registration and recorded in this
 office in Book 1830, Page 403.

 This 17th day of Aug, 1968, at 11:25 o'clock A. M.

 By 
 J. F. ROWLAND, Register of Deeds.
 Deputy Register of Deeds

NORTH CAROLINA,
WAKE COUNTY.

CORPORATION DEED

THIS DEED, Made this 5th day of October, 1976, by THE ADAMS-BILT COMPANY, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Wake County, State of North Carolina, Grantor, to MEREDITH TOWNES HOMEOWNERS ASSOCIATION, a North Carolina corporation, Grantee;

WITNESSETH: That the Grantor, in consideration of Ten Dollars and other valuable consideration to it paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantee, its successors and assigns, the parcels of land in Wake County, North Carolina, in Raleigh Township, and more particularly described as follows:

Being all of Block No. 13, Section One of Meredith Townes Subdivision as the same is shown on a map recorded in Book of Maps 1973, page 499, Wake County Registry, EXCEPT ALL of those areas within the boundaries of Lots No. 79, 80, 81, 82, 83, 84 and 85 as the same are shown on a map of Block 13 of Section One, Meredith Townes Subdivision, recorded in Book of Maps 1973, page 499, Wake County Registry.

This conveyance is made subject to the following exceptions:

(1) Drainage and utility easements as shown on the aforementioned recorded map; (2) Service easements for power, telephone and gas lines which have heretofore been granted for service to residences constructed within Block 13 above referred to; (3) Declaration of Covenants, Conditions and Restrictions for Meredith Townes Subdivision recorded in Book 1889, page 382, Wake County Registry; (4) An easement for the reasonable ingress and egress between each lot within Block 13 and the public street as provided in Article XIII of the Articles of Incorporation for Meredith Townes Homeowners Association.

This property was conveyed to Grantor by deed dated November 20, 1968, and recorded in Book 1850, page 253, Wake County Registry.

TO HAVE AND TO HOLD theaforesaid parcel of land and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself, its successors and assigns, covenants with the Grantee, its successors and assigns, that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that it will warrant and defend the said title to the same against the claims of all persons whomsoever.

O. B. Hawkins, Jr. or Ray C. Gamel, Substitute Trustee, either of whom may act, and Cameron-Brown Company join in the execution of this deed for the sole purpose of releasing and do hereby release the property herein conveyed from the lien of a deed of trust from J. R. Adams & Associates, Inc. to J. C. Jordan, Trustee for Cameron-Brown Company, dated October 1, 1968, and recorded in Book 1845, page 93, Wake County Registry, as amended by an agreement recorded in Book 1853, page 670, Wake County Registry. Except for the areas conveyed by this deed, said deed of trust, as amended, remains in full force and effect.

IN TESTIMONY WHEREOF, the said The Adams-Bilt Company has caused this deed to be signed in its corporate name by its President, sealed with its corporate seal and attested by its _____ Secretary, all by authority duly given by its Board of Directors, and the said O. B. Hawkins, Jr. or Ray C. Gamel, Substitute Trustee, either of whom may act, has hereunto set his hand and seal and Cameron-Brown Company has caused this deed to be signed in its corporate name by its Asst Vice President, sealed with its corporate seal and attested by its Assistant Secretary, all by authority duly given by its Board of Directors, all the day and year first above written.

THE ADAMS-BILT COMPANY

By

J. R. Adams
President

ATTEST:
Deputy B. Miller
Assistant Secretary

O. B. Hawkins, Jr.
Substitute Trustee

(SEAL)

CAMERON-BROWN COMPANY

By

Ray C. Gamel
President

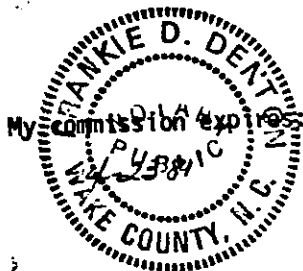
ATTEST:
Carol S. Sherman
Asst. Secretary

NORTH CAROLINA,
WAKE COUNTY.

BOOK 2448 PAGE 231

I, FRANKIE D. DENTON, Notary Public, do hereby certify that MURICE R. WILCOX personally came before me this day and acknowledged that she is Assistant Secretary of The Adams-Bilt Company, a 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 notarial seal, this 30th day of October, 1976.



Frankie D. Denton
Notary Public

NORTH CAROLINA,
WAKE COUNTY.

I, Mary Ann Day, Notary Public, do hereby certify that O. B. Hawkins Jr. Substitute Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 2 day of November October, 1976.



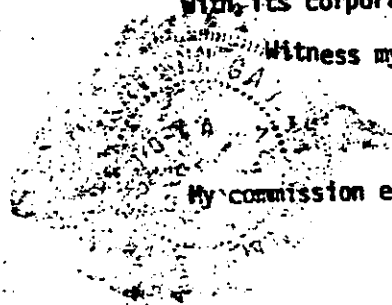
Mary Ann Day
Notary Public

My commission expires: May 20, 1981

NORTH CAROLINA,
WAKE COUNTY.

I, Mary Ann Day, Notary Public, do hereby certify that Carol S. Heerman personally came before me this day and acknowledged that she is Assistant Secretary of Cameron-Brown Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its past Vice President, sealed with its corporate seal and attested by her self as its Asst Secretary.

Witness my hand and notarial seal, this 2 day of November October, 1976.



Mary Ann Day
Notary Public

My commission expires: May 20, 1981

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate is of Frankie D. Denton
Mary Ann Day

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2448 Page 227

This 4 day of Nov 1976, 12:50 clock P M.

R. B. McKenzie, Jr.
DEPUTY REGISTER OF DEEDS

BCO- 3031 PAGE 394

PRESENTED
FOR
REGISTRATION

JUL 9 12 54 PM '82

R.B. WILKIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

Excise Tax None

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 0120/58
Verified by County on the day of, 19.....
by

Mail after recording to Thomas A. McCormick, 110 South McDowell Street, Raleigh,
North Carolina 27602

This instrument was prepared by Tharrington, Smith & Hargrove

Brief description for the Index Berry O'Kelly School Property

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this day of, 19....., by and between

GRANTOR

Wake County Board of Education
601 Devereux Street
Raleigh, North Carolina 27611

GRANTEE

City of Raleigh
110 South McDowell Street
Raleigh, North Carolina 27602

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 Raleigh, House Creek Township, Wake County, North Carolina and more particularly described as follows:

Beginning at an iron stake located in the northwest corner of the intersection of Method Road and Woods Place according to a map hereinafter referenced; runs thence with the north right-of-way line of Woods Place North 84° 06' West 629.35 feet to an iron stake in the east line of the Beltline right-of-way; runs thence with the east line of the Beltline right-of-way North 21° 02' East 657.28 feet to an iron stake; runs thence South 84° 15' East 160.04 feet to an iron stake; runs thence North 05° 45' East 136.00 feet to an iron stake; runs thence South 84° 15' East 311.00 feet to an iron stake in the west right-of-way of Method Road; runs thence with said right-of-way South 06° 55' West 24.07 feet to an iron stake; runs thence North 83° 38' West 119.07 feet to an iron stake; runs thence South 06° 24' West 73.78 feet to an iron stake; runs thence South 84° 30' East 118.42 feet to an iron stake in the west right-of-way of Method Road; runs thence with said right-of-way South 06° 55' West 282.31 feet to an iron stake; runs thence North 83° 05' West 125.00 feet to an iron stake; runs thence South 06° 55' West 125.00 feet to an iron stake; runs thence South 83° 05' East 125.00 feet to an iron stake in the west right-of-way of Method Road; runs thence with said right-of-way South 06° 55' West 282.31 feet to the beginning, and containing approximately 8.38 acres according to a map entitled "Re-Combination and City Park Boundary" made by the City of Raleigh dated June 28, 1982 and recorded in the Wake County Registry the same day and time as this deed. This property being formerly known as the Berry O'Kelly School Property.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2415,
Page 482, Wake 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.

WAKE COUNTY BOARD OF EDUCATION

(Corporate Name)

By: Charles A. Pullen

~~XXXXXX~~ Chairman

ATTEST:

Robert E. Bridges

Deputy

Secretary (Corporate Seal)

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

NORTH CAROLINA, Wake 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 , 1982.

My commission expires: Notary Public

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Robert E. Bridges Secretary of

Wake County Board of Education 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 Chairman

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

Witness my hand and official stamp or seal, this 9th day of July, 1982.

My commission expires: December 25, 1983 Margene Corbett Notary Public

The foregoing Certificate(s) of Margene Corbett

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.

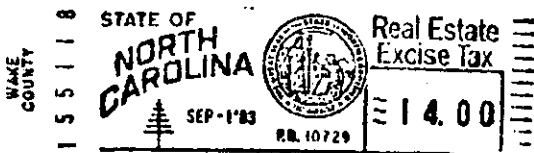
R.B. MCKENZIE, JR.

REGISTER OF DEEDS FOR Wake COUNTY

By: Charles A. Pullen

Deputy Assistant - Register of Deeds

650



BOOK 3165 PAGE 618

PRESENTED FOR REGISTRATION
SEP 1 9 00 AM '83
H.B. MCKENZIE JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

14.00

Excise Tax

Recording Time, Book and Page

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

Mail after recording to Martha W. Adams, 3413 Redbud Lane, Raleigh, N. C. 27607

This instrument was prepared by GUNN & MESSICK, Attys., P.O. Box 888, Pittsboro, N.C. 27312

Brief description for the Index

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 30th day of August, 1983, by and between

GRANTOR

GRANTEE

KENNETH R. ADAMS

MARTHA WILSON ADAMS
3413 Redbud Lane
Raleigh, North Carolina 27607

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 Raleigh, Wake County, North Carolina and more particularly described as follows:

BEGINNING at a point in the southern edge of the right-of-way of Grant Avenue (Redbud Lane) said point being 215 feet in a westerly direction along the southern edge of the right-of-way of Grant Avenue (Redbud Lane) from a southwest point of intersection of the right-of-way of Grant Avenue (Redbud Lane) and Dogwood Lane; thence South 02 degrees 58 minutes West 170 feet to a point; thence North 87 degrees 02 minutes West 100 feet to a point; thence North 02 degrees 58 minutes East 170 feet to a point in the southern edge of the right-of-way of Grant Avenue (Redbud Lane); thence South 87 degrees 02 minutes East 100 feet to the point and place of BEGINNING, and being all of Lot 3, Block H, Ridgewood Subdivision, according to map recorded in Book 1953, Page 103 of the Wake County Registry.
And being the identical property conveyed to Kenneth R. Adams and Martha W. Adams by deed recorded in Book 2910, Page 07 of the Wake County Registry. See also Deeds recorded in Book 1256, Page 257, and Book 1830, Page 559 of the Wake County Registry.
It is the intent and purpose of this deed to dissolve tenancy by the entireties whereby parties prior to execution hereof held said property.

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.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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

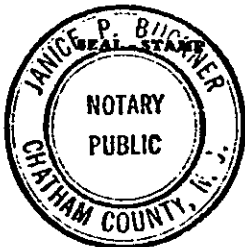
Kenneth R. Adams
KENNETH R. ADAMS

(SEAL)

(SEAL)

(SEAL)

(SEAL)



USE BLACK INK ONLY NORTH CAROLINA, CHATHAM County.

I, a Notary Public of the County and State aforesaid, certify that
KENNETH R. 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 30th day of August, 1983.

My commission expires: 8-25-87 *Janice P. Buckner* Notary Public

SEAL - STAMP

USE BLACK INK ONLY NORTH CAROLINA, ... County.

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

personally came before me this day and acknowledged that he is 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 *Janice P. Buckner*

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.

R.B. MCKENZIE, JR.

By *James B. Johnson* REGISTER OF DEEDS FOR Wake COUNTY, Deputy/Assistant-Register of Deeds.

3882 PAGE 178

REGISTRATION

Dec 23 25 PM '86

Excise Tax

None

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No. 462-196

Verified by

County on the

day of

19

by

Mail after recording to

Grantee

This instrument was prepared by

W. Kenneth Hinton (No Title Examination)

Brief description for the Index

Lot 30 Meredith Woods Subdivision

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2 day of

December

19 86, by and between

GRANTOR

Richard Manning McMurry

GRANTEE

Linda Ott McMurry
3212 Caldwell Drive
Raleigh, NC 27607

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 Raleigh Township,

Wake

County, North Carolina and more particularly described as follows:

Being Lot No. 30 Block A Meredith Woods Subdivision, Section One, as recorded in Book of Maps 1964, page 70, Wake County Registry.

BOOK 3882 PAGE 179

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 2938 page 615 Wake County Registry

A map showing the above described property is recorded in Plat Book 1964 page 70

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)

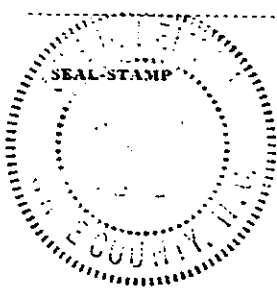
USE BLACK INK ONLY

Richard Manning McMurtry
Richard Manning McMurtry (SEAL)

(SEAL)

(SEAL)

(SEAL)



NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Richard Manning McMurtry Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2 day of November Dec 19 86

My commission expires 11-13-90 Sue B. Reiman Notary Public

SEAL-STAMP

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 Sue B. Reiman

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 *Regina R. Cooke* KENNETH C. WILKINS REGISTER OF DEEDS FOR Wake COUNTY
Deputy Assistant - Register of Deeds

BOOK 3940 PAGE 350

This Deed prepared by: Walton K. Joyner
Hunton & Williams
P. O. Box 109
Raleigh, NC 27602

Held For MARSHALL & SAFER VAULT

NORTH CAROLINA

WAKE COUNTY

DEED

OUT OF 0012983

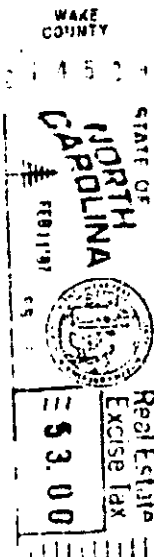
521-0006

THIS DEED made and entered into this 30th day of January,
1987, by and between CHEROKEE INDUSTRIAL PARK, a North Carolina
limited partnership, hereinafter called Grantor, to CAPITAL CITY
LUMBER COMPANY, a North Carolina corporation, hereinafter called
Grantee; P.O. Box 33065
RALEIGH NC 27606

WITNESSETH

That the Grantor, in consideration of ONE HUNDRED DOLLARS
(\$100) and other good and valuable consideration to it paid by
the Grantee, the receipt of which is hereby acknowledged, does
hereby grant, bargain, sell and convey unto the Grantee in fee
simple, its successors and assigns, that certain tract or parcel
of land situated in Wake County and being more particularly de-
scribed as follows:

Beginning at a point in the North
right-of-way line of Beryl Road, said
point being located North 06° 09' 35"
East 60.48 feet from the Northeast cor-
ner of Brookhaven Drive as same appears
on plat recorded in Book of Maps 1983,
page 204, Wake County Registry; runs
thence North 06° 09' 35" East 22.96 feet
to a point; thence North 79° 15' 25"
West 407.08 feet to a point; thence
South 06° 08' 08" West 42.58 feet to a
point in the North right-of-way line of
Beryl Road; runs thence in an easterly
direction with the North right-of-way
line of Beryl Road a distance of 408.11
feet to a point, the point and place of
beginning, and containing .257 acres ac-
cording to plat of Cherokee Brick Compa-
ny, dated 9/13/82, prepared by Walter B.
Bunn, Land Surveyor, and being also all
property which Cherokee Industrial Park
owns which is located on the North side
of the said Beryl Road.



BOOK 3940 PAGE 351

This conveyance is made expressly subject to ad valorem taxes for the year 1987 and to all easements and restrictions of record affecting the subject premises.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the said Grantee in fee simple. 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.

IN WITNESS WHEREOF, Cherokee Industrial Park has caused this instrument to be signed in its partnership name by its General Partner, its corporate seal hereunto affixed, all as of the day and year first above written.

CHEROKEE INDUSTRIAL PARK,
a limited partnership

BY: W. M. Ragland (SEAL)
W. M. RAGLAND,
Sole General Partner

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, certify that W. M. RAGLAND, Sole General Partner of CHEROKEE INDUSTRIAL PARK, personally appeared before me and duly acknowledged the execution of the foregoing Deed.

Witness my hand and official seal this 30 day of January, 1987.

Katherine H. Kirkland
Notary Public

My Commission Expires:

1-24-91

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate _____ of Katherine H. Kirkland

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.

KENNETH C. WILKINS, Register of Deeds

By: Kenneth C. Wilkins
Register of Deeds

Prepared by: State of North Carolina
Mail - Capital City Lumber Co.
P.O. Box 133065
Raleigh, NC 27636

BK 4507 PG 0153

PRESENTED
FOR
REGISTRATION

Rev: 0-

STATE OF NORTH CAROLINA

COUNTY OF WAKE

000139

DEE 09 JUN 12 PM 1:43

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS DEED, made this the 16th day of May,
1989, by the STATE OF NORTH CAROLINA, a body politic and cor-
porate, party of the first part, to CAPITOL CITY LUMBER COMPANY,
party of the second part;

W I T N E S S E T H:

THAT, WHEREAS, North Carolina State University of the State
of North Carolina has authorized the execution of this
instrument; and

WHEREAS, the Council of State at a meeting held in the City
of Raleigh, North Carolina, on the 7th day of March, 1989,
approved this conveyance and directed execution of this
instrument;

NOW, THEREFORE, in consideration of the sum of EIGHTEEN
THOUSAND FIVE HUNDRED NINETY TWO AND 01/100, the receipt of which
is hereby acknowledged, the party of the first part has bargained
and sold and by these presents does hereby bargain, sell and
convey unto the said party of the second part, its successors and
assigns, that certain tract or parcel of land situate, lying and
being in Wake County, North Carolina, and more particularly
described as follows:

BEGINNING at an iron pipe in the southern
boundary of Southern Railway-Seaboard Airline
right-of-way, being the northwest corner of
the property of Capital City Lumber Company
recorded in Deed Book 1221, Page 518; thence
running S 00-27-24 W 49.09 feet to an iron
pipe in the northern right-of-way of Beryl

BK4507PG0154

Road (60' right-of-way); thence along the northern right-of-way of Beryl Road N 89-30-57 W 175.94 feet to a point; thence along a curve to the left having a radius of 7,590.55 feet a distance of 300.34 feet to a point; thence S 88-12-22 W 70.82 feet to an iron pipe; thence N 01-16-19 E 15.43 feet to an iron pipe in the southern boundary of the Southern Railway and Seaboard Airline right-of-way; thence along a curve to the right having a radius of 5,542.68 feet a distance of 548.60 feet to the point and place of beginning containing 0.4324 acres.

The party of the first part expressly reserves and excepts a ten (10) foot easement and right of way for the maintenance of an underground computer cable on and over the tract of land hereinabove described, said easement and right-of-way area being more particularly described as follows:

BEGINNING approximately 115 feet from the Northwestern corner, thence running S 4° 24' 09" E 24.33 feet, said easement and right of way area being 5 feet on each side of the centerline.

TO HAVE AND TO HOLD unto the party of the second part the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said party of the second part, its successors and assigns, forever, subject to the right of way and easement herein reserved to the party of the first part.

IN TESTIMONY WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by JAMES G. MARTIN, Governor, attested by THAD EURE, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by

BK4507PG0155

virtue of the power and authority aforesaid, all as of the day
and year first above written.

STATE OF NORTH CAROLINA

James S. Martin
Governor

ATTEST:

Rufus L. Edmister
Secretary of State

APPROVED AS TO FORM:

LACY H. THORNBURG
Attorney General

Rebecca B. Barber
Associate Attorney General

BK4507PG0156

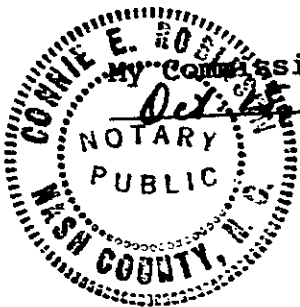
STATE OF NORTH CAROLINA

COUNTY OF ~~WAKE~~ NASH

I, Connie E. Robinson, a Notary Public in and for the County and State aforesaid, do hereby certify that RUFUS L. EDMISTEN, Secretary of State of North Carolina, personally came before me this day and acknowledged that he is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by JAMES G. MARTIN, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by himself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 16th day of May, 1989.

Connie E. Robinson
Notary Public



My Commission Expires:
Oct. 1st 1989

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____

Connie E. Robinson

Notar(y)(ies) 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.

KENNETH C. WILKINS, Register of Deeds

By

Donna K. Boone
Asst./Deputy Register of Deeds

PREPARED BY AND HOLD FOR
GRAHAM & JAMES

BK 4620 PG 0729

WAKE COUNTY

DEC 19, 89

PRESENTED
FOR
REGISTRATION

16.00

TRAN 21

000085

89 DEC 19 AM 10:30



Real Estate
Excise Tax

KENNEDY, JAMES
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax 16.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. Out of 492-102
Verified by County on the day of, 19..
by

Mail after recording to Graham & James, P.O. Box 1951, Raleigh, NC 27602

This instrument was prepared by Graham & James

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 18th day of December, 19 89, by and between

GRANTOR

GRANTEE

THOMAS F. DARDEN, II and wife,
JOSEPHINE R. DARDEN

STATE OF NORTH CAROLINA
State Property Office
116 West Jones Street
Raleigh, North Carolina 27603

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, Meredith Township,

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

BEGINNING at an iron pin which is the southwest corner of the property shown on the recorded map herein after referred to and which BEGINNING point is located North 88 degrees 38 minutes 30 seconds West 497.50 feet from an existing concrete monument (having NC Grid Coordinates of y = 746,518.83 and x = 2,086,630.55) located in the western right-of-way of Blue Ridge Road; runs thence for a first call North 01 degree 40 minutes 56 seconds East 175.26 feet to an iron pin; thence North 01 degree 45 minutes 13 seconds East 100.36 feet to an iron pin; thence North 88 degrees 43 minutes 07 seconds West 4.00 feet to an existing iron pin; thence South 01 degree 45 minutes 13 seconds West 100.33 feet to an existing iron pin; thence South 01 degree 40 minutes 56 seconds West 175.28 feet to an existing iron pin; runs thence South 88 degrees 38 minutes 30 seconds East 4.00 feet to an iron pin, the point and place of BEGINNING, and containing 0.02531 acre as shown on a recombination plat entitled "Property of Thomas F. Darden II and The State of North Carolina", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, dated March 23, 1989, and recorded in Book of Maps 1989, Page 681, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3794, Page 781.
Wake County Registry.

A map showing the above described property is recorded in Plat Book 1989 page 681.

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:

Easements and restrictions of record.

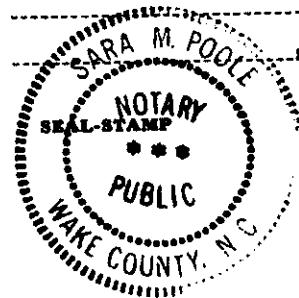
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: _____
(Corporate Name)

President

ATTEST:

Secretary (Corporate Seal)



USE BLACK INK ONLY

Thomas F. Darden II (SEAL)
THOMAS F. DARDEN, II

Josephine R. Darden (SEAL)
JOSEPHINE R. DARDEN

(SEAL)

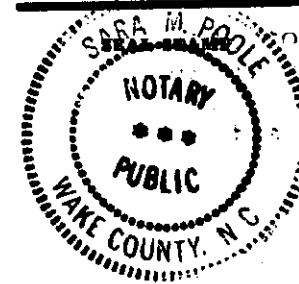
(SEAL)

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Thomas F. Darden, II and wife, Josephine R. Darden Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of December, 1989.

My commission expires: 9-5-93 *Sara M. Poole* 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 _____, 19____.

My commission expires: _____ Notary Public

The foregoing Certificate(s) of *Sara M. Poole*

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.

KENNETH C. WILKINS REGISTER OF DEEDS FOR Wake COUNTY

By *Debra Ellert* Deputy/Assistant - Register of Deeds

WAKE COUNTY
REGISTER OF DEEDS
WAKE COUNTY

425.00 TRAN 19

000102

**STATE OF
NORTH
CAROLINA**



**Real Estate
Excise Tax**

Excise Tax \$425.00

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by

County on the day of

by

~~Meth after recording on~~ Hold: J. Kemp Sherron, III, Esq.

WYRICK, ROBBINS, YATES & PONTON

This instrument was prepared by Silverstein & Hodgdon, P.A.

Brief description for the Index

Lot 1, BOM 1990, Pg. 1067

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 25 day of September, 19 90, by and between

GRANTOR

GRANTEE

WAKELON, INC., a North Carolina Corporation

R & M PROPERTIES, a North
Carolina General Partnership

170 Wind Chime Court
Raleigh, North Carolina 27615

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 Raleigh, Raleigh Township,

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

SEE EXHIBIT A

N. C. Bar Assoc. Form No. 3 © 1976. Revised © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. — 1981

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4681, page 487 and Book 4681, page 494, Wake County Registry

A map showing the above described property is recorded in Plat Book 1990 page 1067

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:

1. 1990 ad valorem taxes.

2. Easements and agreements of record including easements to C P & L recorded in Book 2380, page 699, Book 2111, page 317, and Book 1321, page 62; to Yadkin River Power Company recorded in Book 441, page 541; and to The City of Raleigh recorded in Book 3910, page 96, and Book 3661, page 200; all of Wake County Registry.

3. Use restriction as contained in Deed recorded in Book 4681, page 494, Wake County Registry.

4. 1.5' Public Sidewalk Easement as shown on the above referenced Map.

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.

WAKELON, INC.

(Corporate Name)

By:

Marshall L. Gurley, Sr. President

Attest:

Richard H. Cole

Secretary (Corporate Seal)

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

NORTH CAROLINA, Wake 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 25th day of September, 1990.

My commission expires: Notary Public

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Richard H. Cole, Secretary of Wakelon, Inc., 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 him as its Secretary. Witness my hand and official stamp or seal, this 25th day of September, 1990.

My commission expires: 11-29-92 Sandra E. Fleming Notary Public

The foregoing Certificate(s) of Sandra E. Fleming

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.

Kenneth C. Wilkins

REGISTER OF DEEDS FOR Wake COUNTY

By

Jasha B. Bess

Deputy/Assistant-Register of Deeds

EXHIBIT A

BEGINNING at an existing monument located in the northeastern right-of-way of Elizabeth Street, near the intersection of Elizabeth Street and Hillsborough Street, Raleigh, North Carolina, and in the northern corner of Lot 1 as shown on plat of survey for Wakelon, Inc., dated August 30, 1990, and recorded in Book of Maps 1990, Page 1067, Wake County Registry; thence South $55^{\circ} 09' 34''$ East 6.73 feet to an existing monument; thence North $73^{\circ} 17' 07''$ East 20.67 feet to a new iron pipe located in the southern right-of-way of Hillsborough Street; thence with the southern right-of-way of Hillsborough Street and with a curve to the right having a radius of 955.00 feet an arc distance of 164.77 feet to a new iron pipe; thence with a curve to the right having a radius of 25.00 feet an arc distance of 31.16 feet to a new iron pipe located in the western right-of-way of Gorman Street; thence with the western line of Gorman Street South $12^{\circ} 41' 35''$ West 198.13 feet to a new iron pipe; thence, leaving Gorman Street, North $77^{\circ} 18' 25''$ West 14.00 feet to a new iron pipe; thence North $27^{\circ} 05' 07''$ West 51.29 feet to a new iron pipe; thence North $55^{\circ} 46' 38''$ West 222.00 feet to a new iron pipe located in the southeastern right-of-way of Elizabeth Street; thence North $34^{\circ} 13' 22''$ East 142.00 feet to the point and place of BEGINNING, and being all of Lot 1 of the Property of Wakelon, Inc., containing 0.9493 acre, according to a plat of survey by Al Prince & Associates, P. A., dated August 30, 1990, a copy of which is recorded in Book of Maps 1990, Page 1067, Wake County Registry, North Carolina.

TOGETHER with the rights and subject to the obligations established by instrument entitled "Declaration of Easement for Access, Parking, Utilities and Landscaping," dated September 25, 1990, and recorded in Book 4783, Page 421, Wake County Registry, North Carolina.

BK4937PG0395

WAKE COUNTY

JUN 28 91

PRESENTED
FOR
REGISTRATION

83.50 TRAN 89

000321

91 JUN 28 PM 1:45

STATE OF
NORTH
CAROLINAReal Estate
Excise TaxKENNETH J. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax REV. \$83.50

Recording Time, Book and Page

Tax Lot No. 493-483 Parcel Identifier No. 0045840
 Verified by _____ County on the _____ day of _____, 19____
 by _____

Mail after recording to HOLD FOR: JOHN M. DAVIS

This instrument was prepared by JOHN M. DAVIS

Brief description for the Index

LOT 3 BLK J SEC THREE RIDGEWOOD

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 28TH day of JUNE, 19 91, by and between
 GRANTOR GRANTEE

WILLIAM FRANCIS HAMILTON, JR.
 AND WIFE, MARDA ANN HAMILTON

GREGG S. McLAWHORN, UNMARRIED
 3417 WADE AVENUE
 RALEIGH, NORTH CAROLINA 27607

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 RALEIGH, RALEIGH Township,

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

BEING ALL OF LOT 3, BLOCK J, SECTION THREE, RIDGEWOOD SUBDIVISION AS SHOWN ON
 MAP AND SURVEY RECORDED IN BOOK OF MAPS 1956, PAGE 3, WAKE COUNTY REGISTRY.

4937PG0396

The property hereinabove described was acquired by Grantor by instrument recorded in
BOOK 3506, PAGE 144, WAKE COUNTY REGISTRY

A map showing the above described property is recorded in Plat Book 1956 page 3
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 PROTECTIVE COVENANTS RECORDED IN BOOK 1143, PAGE 189 AND BOOK
1221, PAGE 26, WAKE COUNTY REGISTRY.

SUBJECT TO EASEMENTS, ASSESSMENTS AND RIGHTS OF WAY OF RECORD.

SUBJECT TO AD VALOREM TAXES FOR 1991 AND SUBSEQUENT YEARS.

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.

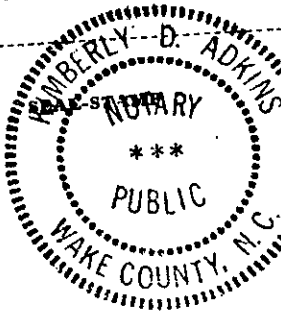
(Corporate Name)

By:

President

ATTEST:

Secretary (Corporate Seal)



USE BLACK INK ONLY

WILLIAM FRANCIS HAMILTON, JR. (SEAL)

MARDA ANN HAMILTON (SEAL)

MARDA ANN HAMILTON (SEAL)

NORTH CAROLINA, WAKE County.

I, a Notary Public of the County and State aforesaid, certify that
WILLIAM FRANCIS HAMILTON, JR. AND WIFE, MARDA ANN HAMILTON Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 28TH day of JUNE, 1991.

My commission expires: 5/20/96 Kimberly D. Adkins 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 KIMBERLY D. ADKINS

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.

KENNETH C. WILKINS

REGISTER OF DEEDS FOR WAKE

COUNTY

By

Deputy/Assistant - Register of Deeds

BK5170PG0231

WAKE COUNTY

APR 14 1992

000811

PRESENTED FOR
REGISTRATION
APR 13 1992 PM 4:49
KENNEDY, WILKINS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

Excise Tax \$620.00

Recording Time, Book and Page

Tax Lot No. 521-83 & 521-84 Parcel Identifier No. 0088355 & 0121383
Verified by County on the day of 19
by

Mail after recording to Barry D. Mann of Manning, Fulton & Skinner

This instrument was prepared by George N. Hamrick

Brief description for the Index

N/S & S/S Beryl Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of April, 1992, by and between

GRANTOR

NORTH CAROLINA FOUNDATION SEED
PRODUCERS, INC.

GRANTEE

SMITH & WADE, A NORTH CAROLINA
GENERAL PARTNERSHIP

4001 Beryl Road
Raleigh, North Carolina 27606

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 Raleigh

Wake

County, North Carolina and more particularly described as follows:

See Attached Exhibit A, which is attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 977, page 165, Wake 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:

- Public utility and easements and rights of way to public roads
and streets.

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.

NORTH CAROLINA FOUNDATION SEED PRODUCERS, INC.
(Corporate Name)

By: X B.B. Dawson Rascoe

B. B. Dawson Rascoe President

ATTEST:

Jane F. Hardison

Jane F. Hardison Secretary (Corporate Seal)

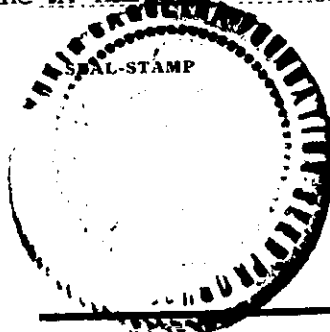
USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

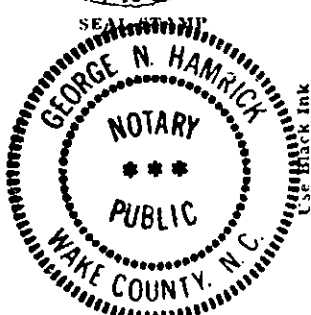
(SEAL)



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, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Jane F. Hardison
personally came before me this day and acknowledged that she is _____ Secretary of
North Carolina Foundation Seed Producers, Inc. 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 19th day of April, 1994.

My commission expires: 5-16-92 George N. Hamrick 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.

KENNETH C. WILKINS

REGISTER OF DEEDS FOR Wake COUNTY

By: Jennifer L. Cuffman Deputy ~~Assistant~~ - Register of Deeds

EXHIBIT APARCEL 1

Beginning at an existing iron pipe located in the southern right-of-way line of Beryl Road, a 60' right-of-way, said pipe being located 286.74 feet along the southern right-of-way line of Beryl Road to the point of its intersection with the western right-of-way line of Method Road, said pipe marking the northwest corner of property belonging to Terry P. Smith, III and William H. Wade (now or formerly) as described by deed recorded in Book 2196, page 665, Wake County Registry; runs thence along the western line of the Smith/Wade property South 05° 15' 47" West 227.59 feet to a new iron pipe located in a northern line of property belonging to the City of Raleigh (see deed recorded in Book 3031, page 394, Wake County Registry); runs thence along the lines of the City of Raleigh property the following courses and distances: North 84° 09' 34" West 33.20 feet to a new iron pipe; South 05° 38' 57" West 135.75 feet to an existing iron pipe; and North 84° 20' 18" West 160.28 feet to a new iron pipe located in the eastern right-of-way line of the (Raleigh) Beltline; runs thence along the eastern right-of-way line of the Beltline the following courses and distances: North 21° 20' 00" East 391.29 feet to a right-of-way monument located in the southern right-of-way line of Beryl Road; North 21° 20' East 60.51 feet to a new iron pipe located in the northern right-of-way line of Beryl Road; and North 21° 20' East 18.79 feet to a new iron pipe located in the southern right-of-way line of the railroad; runs thence along the southern right-of-way line of the railroad South 73° 42' 44" East 65.33 feet to a new iron pipe; runs thence South 05° 15' 47" West 17.00 feet to a new iron pipe located in the northern right-of-way line of Beryl Road; runs thence crossing Beryl Road South 05° 15' 47" West 60.81 feet to an existing iron pipe, the point and place of beginning, and being all of Tract 1 (1.09 acres), Tract 2 (1200.55 square feet) and a 4,728.30 square foot area located within the right-of-way of Beryl Road and located between Tracts 1 and 2, all as shown on that survey entitled "Property of Smith & Wade", dated April 9, 1992 and prepared by John Y. Phelps, Jr., Registered Land Surveyor.

PARCEL 2

Commencing at an existing iron pipe located in the southern right-of-way line of Beryl Road, a 60' right-of-way, said pipe being located 286.74 feet along the southern right-of-way line of Beryl Road to the point of its intersection with the western right-of-way line of Method Road, said pipe marking the northwest corner of property belonging to Terry P. Smith, III and William H. Wade (now or formerly) as described by deed recorded in Book 2196, page 665, Wake County Registry; runs thence along the southern right-of-way line of Beryl Road North 75° 25' 45" West 87.22 feet to a right-of-way monument located in the eastern right-of-way line of the Beltline; runs thence North 75° 19' 24" West 124.16 feet to a right-of-way monument marking the intersection of the southern right-of-way line of Beryl Road with the western right-of-way line of the Beltline, the point and place of beginning; runs thence along the western right-of-way line of the Beltline South 20° 34' 27" West 207.97 feet to a new iron pipe marking the intersection of the western right-of-way line of the Beltline and the eastern right-of-way line of Brickhaven Drive; runs thence along the eastern right-of-way line of Brickhaven Drive North 07° 10' 25" East 208.62 feet to a "x" mark; runs thence crossing Beryl Road North 07° 10' 25" East 60.51 feet to a new iron pipe located in the northern right-of-way line of Beryl Road; runs thence North 07° 10' 25" East 20.61 feet to a new iron pipe located in the southern right-of-way line of the railroad; runs thence along the southern right-of-way line of the railroad South 75° 34' 28" East 67.54 feet to a new iron pipe located in the western right-of-way line of the Beltline; runs thence along the western right-of-way line of the Beltline South 20° 34' 27" West 20.79 feet to a new iron pipe located in the northern right-of-way line of Beryl Road; runs thence crossing Beryl Road and along the western right-of-way line of the Beltline South 20° 34' 27" West 60.32 feet to a right-of-way monument, the point and place of beginning, and being all of Tract 3 (1,338.69 square feet), Tract 4 (5,027.60 square feet) and a 3,339.59 square feet area within the right-of-way of Beryl Road and located between Tracts 3 and 4, all as shown on that survey entitled "Property of Smith & Wade", dated April 9, 1992 and prepared by John Y. Phelps, Jr., Registered Land Surveyor.

PARCEL 3

All of Grantor's right, title and interest, without warranty, in and to that area commonly located within the right-of-way of Beryl Road and the right-of-way of the Beltline, located between Parcels 1 and 2 hereinabove described, containing 7,480.37 square feet, together with all of that area within the right-of-way of the Beltline contained within the property description of that deed into Grantor recorded in Book 977, page 165, Wake County Registry, all as shown on that survey entitled "Property of Smith & Wade", dated April 9, 1992 and prepared by John Y. Phelps, Jr., Registered Land Surveyor.

jh/surtron.des

-2-

Exh. A.

p. 2 of 2

8K5217PG0561

000162

PRESENTED
FOR
REGISTRATION

02 JUN -1 AM 11:05

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax \$268.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 0066738
Verified by County on the day of, 19
by

Mail after recording to Prince E.N. Shyllon, Attorney-at-Law
P.O. Box 20048, Raleigh, NC 27619

This instrument was prepared by Prince E.N. Shyllon

Brief description for the Index Lot 12, Blk A. Meredith Woods Sec 3

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29 day of May, 1992, by and between

GRANTOR

Steven Sidney Schwartz and
Jane Highfill Schwartz

GRANTEE

Ade L. Ejire and
Arnette H. Ejire
3301 Mesa Court
Raleigh, NC 27607

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 Raleigh, Meredith Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 12, Block A, of Meredith Woods Subdivision, Section 3-B, as recorded in Book of Maps 1965, Page 67, Wake County Registry.

WAKE COUNTY

JUN 1 1992

268.00 TRSN 42



Real Estate
Excise Tax

The property hereinabove described was acquired by Grantor by instrument recorded in 4366 Page 335

A map showing the above described property is recorded in Plat Book 1965 page 67

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 restrictive covenants recorded in Book 1648 page 92
Wake County Registry

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.

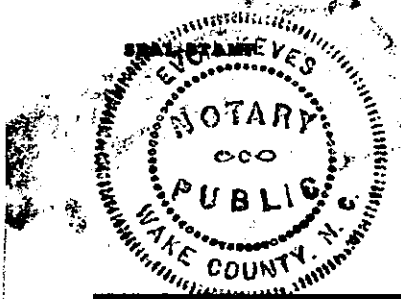
(Corporate Name)
By: _____

President
ATTEST: _____

Secretary (Corporate Seal)

USE BLACK INK ONLY

Steven Sidney Schwartz (SEAL)
Steven Sidney Schwartz
Jane Highfill Schwartz (SEAL)
Jane Highfill Schwartz
(SEAL)
(SEAL)



NORTH CAROLINA, Wake County.
I, a Notary Public of the County and State aforesaid, certify that Steven Sidney Schwartz and Jane Highfill Schwartz Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of May, 1992.
My commission expires: My Commission Expires 6/2/96 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 Evan H. Ryan

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.

KENNETH C. WILKINS
By _____ Deputy/Assistant - Register of Deeds
Wake COUNTY

802

BK5900PG0942

WAKE COUNTY

NOV30.93

00705

PRESENTED
FOR
REGISTRATION

93 NOV 30 PM 12:45

KENNETH C. WILLIAMS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

2.00 TRAM 70

Excise Tax \$2.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. "Out of" 0121383
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to Manning, Fulton & Skinner, P.A.

This instrument was prepared by Barry D. Mann of Manning, Fulton & Skinner, P.A.

Brief description for the index

0.03 ac., NW X Beryl Rd & Beltline

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 22nd day of July, 1993, by and between

GRANTOR

SMITH & WADE, a North Carolina
general partnership

GRANTEE

CAPITOL CITY LUMBER COMPANY,
a North Carolina corporation

Post Office Box 33065
Raleigh, North Carolina 27606

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

BK5900PG0943

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 5170, page 231, Wake 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:

Restrictions and easements of record affecting said property and 1993 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.

SMITH & WADE,
a North Carolina general partnership.....(SEAL)
By: Terry P. Smith III.....(SEAL)
Terry P. Smith, III, General Partner
By: William H. Wade, Jr......(SEAL)
William H. Wade, Jr., General Partner
.....(SEAL)

SEAL-STAMP

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Terry P. Smith, III, and William H. Wade, Jr., General Partners of Smith & Wade, a North Carolina general partnership personally appeared before me this day and acknowledged the execution of the foregoing instrument as an act of, and on behalf of, said partnership.
hand and official stamp or seal, this day of July, 1994.

My commission expires: May 24th 1994 Donald Sheward Benson, 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 Donald Sheward Benson

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 Wake COUNTY
By: Charles A. Bell, Deputy/Assistant - Register of Deeds

8X5900PG0944

EXHIBIT A

Beginning at a new iron pipe marking the intersection of the northern right-of-way line of Beryl Road, a 60' right-of-way, and the western right-of-way line of the Raleigh Beltline; runs thence along the northern right-of-way line of Beryl Road North 75° 22' 01" West 62.71 feet to a new iron pipe; runs thence North 07° 10' 25" East 20.61 feet to a new iron pipe; runs thence South 75° 34' 28" East 67.54 feet to a new iron pipe located in the western right-of-way line of the Raleigh Beltline; runs thence along the western right-of-way line of the Raleigh Beltline South 20° 34' 27" West 20.79 feet to a new iron pipe, the point and place of beginning, containing 1,338.69 square feet (0.03 acre), and being all of Tract 3 as shown on that survey entitled "Property of Smith & Wade", dated April 9, 1992 and prepared by John Y. Phelps, Jr., Registered Land Surveyor.

0K5909PG0505

RETURN TO: C. D. Parker, NCDOT
331 West Main Street Suite 100
Durham, NC 27701

NORTH CAROLINA
Wake COUNTY

TAX LOT NO. 000328
\$15.00 Rev.

PRESENTED
FOR
REGISTRATION

93 DEC -3 PM 2:56

I. D. NO. U-2108 A
STATE HIGHWAY PROJECT 8.T401707
F/A PROJECT NHF-43 2(25)
PARCEL 3

THIS FEE SIMPLE DEED, made by and between KENNETH S. WILKINS, North Carolina Corporation
Wake COUNTY

hereinafter referred to as the GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT:

WITNESSETH:

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$7,500.00 agreed to be paid by the DEPARTMENT TO THE GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE (subject to any provisions relating to abutters' rights of access which may be hereinafter stated) the right of way located in Meredith Township, Wake County, North Carolina, which is particularly described as follows:

BEGINNING at a common property corner between the undersigned and the Palms at the Meredith, now or formerly, said property corner being a northwestern property corner of the undersigned; thence, an easterly direction along and with a common division property line between the undersigned and the Palms at the Meredith, said property line being a northern property line of the undersigned, to a point located 155 feet easterly of and normal to Survey Line L; thence, a southerly direction in a straight line to a point on a western property line of the undersigned, said western property line also being the existing eastern right of way boundary of I-440, Cliff Benson Beltline, and said point located 155 feet easterly of and normal to Survey Line L; thence, a westerly to northerly direction along and with the various courses and distances of said western property line of the undersigned to the point of Beginning.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Wake County Registry in Deed Book 1583, Page 678

The final right of way plans showing the above-described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is here-by made for purposes of further description.

TO HAVE AND TO HOLD the aforesaid right of way and all privileges and appurtenances thereunto belonging to the DEPARTMENT in FEE SIMPLE.

This deed is subject to the following provisions only:

Easements and restrictions of record.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 8.T401707, Wake County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina, and to be recorded in the Register of Deeds Office of Wake County pursuant to N.C.G.S. 136-19.4.

DRAWN BY: Mark E. Hudson
R/W D-1.2
Page 1
December 1990

CHECKED BY: [Signature]

WAKE COUNTY

DEC3.93

15.00 TRAN 46

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

BK5909PG0506

Project: 8.T401707
County: Wake
Parcel: 3

The access as provided is more particularly described as follows:

No means of access to the project is provided.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' right of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutters' rights of access in order to protect and safeguard the traveling public.

The GRANTORS by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect their property have been fully explained to them or their authorized representative.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS 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 hereby conveyed subject to the following exceptions: Easements and restrictions of record.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (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.

Meredith College, Inc.

(SEAL)

(Corporate Name)

BY: John E. Weems
(President)

(SEAL)

WITNESS: LaRose F. Spooner
(Secretary)

(SEAL)

(SEAL)

Accepted for the Department of Transportation

BY: [Signature]

NORTH CAROLINA, _____ COUNTY

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

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

My Commission expires: _____

Notary Public

NORTH CAROLINA, WAKE COUNTY

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

LaRose F. Spooner

personally came before me this day and acknowledged that she is _____
Meredith College, Inc. 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 LaRose F. Spooner as its Corporate Secretary. Witness my hand and official stamp or seal,
this the 14th day of October, 1993
My Commission expires: Sept. 6, 1995

Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____

Sharon H. Woodliff

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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Asst/Deputy Register of Deeds

0595000124

Hold for Hotel Little & Bona

PRESENTED
FOR
REGISTRATION

DEED

93 DEC 30 PM 4:42

Tax ID # 71168 + 180371

Rev. Stamps \$ 1,596.00

KNOW ALL MEN BY THESE PRESENTS:

That, **SERVICE STATION BUILDINGS INC.** (successor in interest to Service Station Realty Inc.), a Delaware corporation with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375 ("SSH"), for Ten Dollars (\$10.00) and other good and valuable consideration received to its full satisfaction of **UNITED ENERGY, INC.**, a North Carolina corporation, whose tax mailing address is P.O. Box 617, Highway 421, North Clinton, North Carolina 28328 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, that certain real property located at Faircloth and Hillsboro in the County of Wake, and State of North Carolina, and being the same real property conveyed to SSH by deed recorded in Book 4633, Page 71 of the public records of said County, as more fully described in Exhibit "A" attached hereto and made a part hereof ("Land"), excepting therefrom all buildings, structures and improvements of any kind (whether or not classified as real property) and all personal property of whatsoever nature located thereon.

That, **BP EXPLORATION & OIL INC.** (formerly BP Oil Company), an Ohio corporation, with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375 ("BP"), for Ten Dollars (\$10.00) and other good and valuable consideration received to its full satisfaction of Grantee, does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, all buildings, structures and improvements of any kind, if any (whether or not classified as real property) located on and in the Land ("Improvements"), including those Improvements presently located in, on or under the Land which were conveyed to BP by deed recorded in Book 3425, Page 600 of the public records of said County, excluding any equipment or other movable assets or personal property located thereon, and excluding any trade marks, service marks, trade names, trade dress, bullnoses on any canopies, logos, color schemes, designs, signage, sign poles, identifications, legends, slogans, advertising, advertising materials, patents, copyrights, patented or copyrighted materials, or any other proprietary rights or materials located thereon.

For purposes of this Deed, SSH and BP shall be collectively referred to as "Grantor", and the Land and Improvements shall be collectively referred to as the "Premises".

TO HAVE AND TO HOLD the above granted and bargained Premises with the easements and rights appurtenant thereunto belonging, unto Grantee and the heirs, devisees, legal representatives, successors and assigns of Grantee, as the case may be, forever, SUBJECT, however, to all legal highways, and to the terms, conditions and restrictions herein contained, and to all liens, encumbrances and claims of every kind and nature caused, created or suffered to exist or be attached upon, against or to the Premises by anyone other than the Grantor, and subject to: (a) real estate taxes and assessments, both general and special, not then due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authorities; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; and (d) any state of facts that an accurate survey and independent inspection of the Premises by Grantee or its agents would disclose. Grantor warrants and will defend its title to the Premises against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, and none other, except as above noted. Unless otherwise defined herein, all terms defined in that certain Agreement of Purchase and Sale between BP and Grantee dated September 20, 1993 ("Agreement") shall have the same meaning herein.

0595000125

Grantee represents and warrants that it is familiar with the condition of the Premises and that, except for the foregoing warranty of title by Grantor, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PREMISES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PREMISES IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS" CONDITION EXCEPT AS MAY OTHERWISE BE PROVIDED IN SECTION 10.1 OF THE AGREEMENT.

Grantee's acceptance of the terms and provisions of this Deed shall be indicated by its recording of this Deed or its entry upon or use of the Premises. The terms and provisions of this Deed shall run with the land and shall be binding upon and inure to the benefit of Grantor and its successor and assigns, Grantee and its heirs, devisees, legal representatives, successors and permitted assigns as the case may be, and any other person or entity expressly noted herein.

On December 31, 1990, Service Station Realty Inc. merged into Service Station Holdings Inc.

On December 31, 1991, BP Exploration & Oil Inc. merged into BP Oil Company. As a result of the merger, the name of BP Oil Company was changed to BP Exploration & Oil Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and corporate seals, by their duly authorized officers, this 27th day of December, 1993.

WITNESSES:

By: Shirley J. Peavy
Print: Shirley J. Peavy

By: Alice M. Peavy
Print: Alice M. Peavy

By: Shirley J. Peavy
Print: Shirley J. Peavy

By: Alice M. Peavy
Print: Alice M. Peavy

BP EXPLORATION & OIL INC.

By: N.J. Maguire

Its: Manager, Divestment

Attest: J. Shoda

Its: Assistant Secretary

WITNESSES:

By: Shirley J. Peavy
Print: Shirley J. Peavy

By: Alice M. Peavy
Print: Alice M. Peavy

By: Shirley J. Peavy
Print: Shirley J. Peavy

By: Alice M. Peavy
Print: Alice M. Peavy

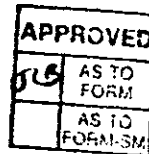
SERVICE STATION HOLDINGS INC.

By: N.J. Maguire

Its: Manager, Divestment, BP Oil Company, Division of BP Exploration & Oil Inc.

Attest: J. Shoda

Its: Assistant Secretary



WAKE COUNTY

DEC 30.93

1596.00

TRAN 219



Real Estate
Excise Tax

#24211

EX5950100126

OHIO, Cuyahoga County.

I, a Notary Public of the County and State aforesaid, certify that J. Shoda personally came before me this day and acknowledged that She is an Assistant Secretary of **SERVICE STATION HOLDINGS INC.**, a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Manager, Divestment, BP Oil Company, Division of BP Exploration & Oil Inc., sealed with its corporate seal and attested by J. Shoda as its Assistant Secretary. Witness my hand and official stamp or seal, this 27th day of December, 1993.

Sherry Deau
Notary Public

SHERRY DEAU
Notary Public - State of Ohio, Cuyahoga Co.
My Commission Expires September 15, 1994

OHIO, Cuyahoga County.

I, a Notary Public of the County and State aforesaid, certify that J. Shoda personally came before me this day and acknowledged that She is an Assistant Secretary of **BP EXPLORATION & OIL INC.**, an Ohio corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Manager, Divestment, sealed with its corporate seal and attested by J. Shoda as its Assistant Secretary. Witness my hand and official stamp or seal, this 27th day of December, 1993.

Sherry Deau
Notary Public

SHERRY DEAU
Notary Public - State of Ohio, Cuyahoga Co.
My Commission Expires September 15, 1994

This document prepared by:

J. C. Burdett, Esq.
Of Counsel
BP Exploration & Oil Inc.
200 Public Square 18-I
Cleveland, Ohio 44114-2375

Faircloth and Hillsboro
Raleigh, North Carolina
BP Site No. 24211

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of _____

Sherry Deau
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.

By Kenneth C. Wilkins
Kenneth C. Wilkins, Register of Deeds
Deputy Register of Deeds

CK5950730127

County of Wake
City of Raleigh
State of North Carolina
Prior Deed Recorded at
Book 4633 Pg. 71
BP SITE NO. 24211

EXHIBIT "A"

Tract One:
BEGINNING at an iron stake in the southern line of Hillsboro Street (U.S. Highway No. 1), said stake being the dividing line between Lots Nos. 1 and 2 of Grove Park as shown by a map thereof recorded in Book of Maps 1924, at Page 1, Wake County Registry, and being distant in an easterly direction 349.9 ft. from the eastern property line of Elizabeth Street and being located 4.3 feet from the southern edge of a 4 ft. 00 inch concrete sidewalk and 11.3 ft. south of back face of the south roadway curb; runs thence along the southern property line of Hillsboro Street South 54° 32' East 40 ft. to an iron stake, the dividing line between Lots Nos. 1 and 44, said stake being located 4.3 ft. from the Southern edge of a 4 ft. 00 inch concrete sidewalk and 11.3 ft. south of back face of the south roadway curb; runs thence South 55° 39' East 40 ft. along the chord of a slight curve of the southern property line of Hillsboro Street to an iron stake, the dividing line between Lots Nos. 44 and 45, said stake being located 4.3 ft. from the southern edge of a 4 ft. 00 inch concrete sidewalk and 11.3 ft. south of back face of the south roadway curb; said line making an interior angle of 181° 07' with the preceding line; runs thence South 37° 45' West along the dividing line between Lots Nos. 44 and 45 a distance of 241.8 feet to a stake, a common corner between Lots Nos. 44 and 18, said line making an interior angle of 86° 35' with the preceding line; runs thence along the dividing line between Lots Nos. 44, 18, 1 and 17 North 52° 15' West 80 feet to a stake in the northern line of Lot No. 17, the said line making an interior angle of 90° 00' with the preceding line; runs thence North 37° 45' East 237.7 feet along the dividing line between Lots Nos. 1 and 2 to a stake, the point and place of BEGINNING, said line making an interior angle of 90° 00' with the preceding line; and an interior angle of 92° 17' with the southern property line of Hillsboro Street, subject to an easement of approximate depth of 16 ft. to the Carolina Power & Light Co. over and across the southerly portion of the above described property.

EX595000128

EXHIBIT "A" (Continued)

Tract Two:

BEGINNING at an iron stake in the southern line of Hillsboro Street (U.S. Highway No. 1), said stake being the dividing line between Lots Nos. 3 and 4 of Grove Park as shown by a map thereof recorded in Book of Maps 1924, Page 1, Wake County Registry, and being distant in an easterly direction 269.9 feet from the eastern property line of Elizabeth Street and being located 4.3 feet from the southern edge of a 4 ft. 00 inch concrete sidewalk and 11.3 ft. south of back face of the south roadway curb; runs thence along the southern property line of Hillsboro Street South $54^{\circ} 32'$ East 80 feet to an iron stake, the dividing line between Lots Nos. 1 and 2, said stake being located 4.3 ft. from the southern edge of a 4 ft. 00 inch concrete sidewalk and 11.3 feet south of back face of the south roadway curb; runs thence South $37^{\circ} 45'$ West 237.7 ft. along the dividing line between Lots Nos. 1 and 2 to an iron stake in the northern line of Lot No. 17, said line making an interior angle of $87^{\circ} 43'$ with the preceding line; runs thence North $52^{\circ} 15'$ West 80 ft. along the dividing line between lots Nos. 2, 17, 3 and 16 to an iron stake in the northern line of Lot No. 16, said line making an interior angle of $90^{\circ} 00'$ with the preceding line; runs thence North $37^{\circ} 45'$ East 234.5 feet along the dividing line between Lots Nos. 3 and 4 to the point and place of BEGINNING, said line making an interior angle of $92^{\circ} 17'$ with the southern line of Hillsboro Street. The above property being Lots Nos. 2 and 3 according to a map of "Grove Park" - Spence Land as recorded in Book of Maps 1924 at Page 1, Wake County Registry, subject to an easement of approximate depth of 16 ft. to the Carolina Power & Light Co. over and across the southerly portion of the above described property.

SUBJECT TO a perpetual easement for road purposes granted to the City of Raleigh, North Carolina, and more particularly described as follows:

Beginning at an iron rod in the southern right of way of Hillsborough Street, said iron rod marking the most easterly corner of the property herein described; thence along the eastern side of property S $37^{\circ} 45'$ min 00 sec W 7.11 feet to an iron stake; thence along the new right of way line N $55^{\circ} 21'$ min 08 sec W 13.08 feet to a point; thence N $54^{\circ} 48'$ min 32 sec W 105.76 feet to a point; thence S $69^{\circ} 47'$ min 11 sec W 33.75 feet to a point; thence S $14^{\circ} 22'$ min 52 sec W 129.55 feet to a point; thence along the arc of a curve (radius 689.50 feet) 54.98 feet with a chord of S $16^{\circ} 39'$ min 55 sec W 54.96 feet to a point; thence S $18^{\circ} 56'$ min 45 sec W 31.8 feet to a point in the southern line of B P. OIL Inc. property; thence along the original lot line of B P Oil Inc. property N $52^{\circ} 17'$ min 57 sec W 104.79 feet to a point; the southwest corner of the original B P Oil Inc. lot, thence the old property line of B P Oil Inc. N $37^{\circ} 46'$ min 34 sec E 234.57 feet to a point in the old right of way of Hillsborough Street; thence along the old right of way of Hillsborough Street S $54^{\circ} 24'$ min 57 sec E 120.13 feet to a point; thence S $55^{\circ} 38'$ min 59 sec E 40 feet to the point of beginning and containing 0.349 acres more or less. Further reference is made to a map prepared by Castleberry-Edgerton Co., entitled PROPERTY OF B P OIL INC., dated 10-12-82, and recorded in Book of Maps 1985, Page 1243, in the office of the Register of Deeds for Wake County, North Carolina.

LESS AND EXCEPT the following described property conveyed to Wakelon, Inc., a North Carolina corporation, by Quit Claim Deed dated April 2, 1990:

Beginning at a point located north 12 degrees 41 minutes 35 seconds east 272.33 feet from a monument located in the northern quadrant of the intersection of Gorman Street and Neil Street and in the western right of way of Gorman Street; thence leaving Gorman Street north 53 degrees 59 minutes 7 seconds west 31.66 feet to an existing pipe; thence north 36 degrees 6 minutes 58 seconds east 73.12 feet to a monument located in the western right of way of Gorman Street; thence with the western right of way of Gorman Street south 12 degrees 41 minutes 35 seconds west 79.63 feet to the point and place of beginning and being all of tracts 37 B and 37 C as shown on plat of survey entitled "Survey for Hillsboro-Gorman Partners" dated March 26, 1990 and prepared by Al Prince & Associates, P.A. For further reference see map recorded in Book of Maps 1985, page 541, Wake County Registry.

ALSO, LESS AND EXCEPT any portion of the property used for public right-of-way.

BK5966PG0629

RETURN TO: C. D. Parker, NCDOT
331 West Main Street-Suite 100
Durham, NC 27701

PRESENTED
FOR
REGISTRATION

000259

94 JAN 14 PM 2:08

NORTH CAROLINA
Wake COUNTY
TAX LOT NO.

I. D. NO. 8-1401707
STATE HIGHWAY PROJECT KENNETH C. WICKS 3-2 (25)
F/A PROJECT REGISTER OF DEEDS
PARCEL WAKE COUNTY

THIS FEE SIMPLE DEED, made and entered into this the ____ day of ____ 19____,
by and between Ade L. Ejire and wife, Arnette H. Ejire
hereinafter referred to as the GRANTORS, and the Department of Transportation, an agency
of the State of North Carolina, hereinafter referred to as the DEPARTMENT:

W I T N E S S E T H:

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in
consideration of the sum of \$ 1,000.00 agreed to be paid by the DEPARTMENT TO THE
GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and
assigns, in FEE SIMPLE (subject to any provisions relating to a grantors' rights of access
which may be hereinafter stated) the right of way located in Meredith Township, Wake
County, North Carolina, which is particularly described as follows:
BEGINNING at a point on an eastern property line of the undersigned, said eastern property
line also being the existing western right of way boundary of I-440, Cliff Benson
Beltline, and said point being located westerly of and normal to Survey Station 607+85,
Survey Line L; thence, a northwesterly direction in a straight line to a point located 150
feet westerly of and normal to Survey Station 608+70, Survey Line L; thence, a
northeasterly direction in a straight line to a point on a common division property line
between the undersigned and Kay Cummings Bowman, now or formerly, said property line being
a northern property line of the undersigned and said point being on a straight line
between the following two points: the first point being located on the existing western
right of way boundary of I-440, Cliff Benson Beltline, and further described as being
westerly of and normal to Survey Station 609+35, Survey Line L, and the second point being
located 150 feet westerly of and normal to Survey Station 608+70, Survey Line L; thence, a
southeasterly direction along and with said northern property line of the undersigned to a
common property corner between the undersigned and Kay Cummings Bowman, said property
corner being a northeastern property corner of the undersigned; thence, a southerly
direction along and with an eastern property line of the undersigned, said eastern
property line also being the existing western right of way boundary of I-440, Cliff Benson
Beltline, to the point of **BEGINNING**.

The property hereinabove described was acquired by the GRANTORS by instrument(s)
recorded in the Wake County Registry in Deed Book 4366, page 335

The final right of way plans showing the above-described right of way are to be
certified and recorded in the Office of the Register of Deeds for said County pursuant to
N.C.G.S. 136-19.4, reference to which plans is here-by made for purposes of further
description.

TO HAVE AND TO HOLD the aforesaid right of way and all privileges and appurtenances
thereunto belonging to the DEPARTMENT in FEE SIMPLE.

This deed is subject to the following provisions only:

EASEMENT NO. 1: A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS: It is understood
and agreed that the cut and/or fill slopes may exceed the right of way a maximum distance
of 12 feet left of and between Survey Station 607+70 and Survey Station 608+17, Survey
Line L as shown on the project plans and staked on the ground, which will expire upon
completion of the project or when the slopes are no longer needed to stabilize the road.
EASEMENT NO. 2: A TEMPORARY DRAINAGE EASEMENT DESCRIBED AS FOLLOWS: **BEGINNING** at a point
on the common division property line between the undersigned and Kay Cummings Bowman, now
or formerly, said property line being a northern property line of the undersigned, and
said point being located on a straight line between the following two points: the first
point being located 165 feet westerly of and normal to Survey Station 608+85, Survey Line
L and the second point being located 140 feet westerly of and normal to Survey Station
609+40, Survey Line L; thence, a southeasterly direction along and with said northern
property line of the undersigned to a point located on a straight line between the
following two points: the first point being located 150 feet westerly of and normal to
Survey Station 608+70, Survey Line L, and the second point being located on the existing
western right of way boundary of I-440, Cliff Benson Beltline and further described as
being westerly of and normal to Survey Station 609+35, Survey Line L; thence, a
southwesterly direction in a straight line to a point located 150 feet westerly of and

DRAWN BY: Wade L. Benson

R/W D-1.2

Page 1

December 1990

WAKE COUNTY

CHECKED BY: David M. Gable

JAN 14 1994

2.00

TRON 47

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

8K5966PG0630

Project: S.T401707
County: Wake
Parcel: 2

normal to Survey Station 608+70, Survey Line L; thence, a southeasterly direction in a straight line to a point located 145 feet westerly of and normal to Survey Station 608+50, Survey Line L; thence, a southwesterly direction in a straight line to a point located 250 feet westerly of and normal to Survey Station 608+05, Survey Line L; thence, a northwesterly direction in a straight line to a point located 270 feet westerly of and normal to Survey Station 608+45, Survey Line L; thence, a northeasterly direction in a straight line to a point located 200 feet westerly of and normal to Survey Station 608+80, Survey Line L; thence, an easterly direction in a straight line to a point located 165 feet westerly of and normal to Survey Station 608+85, Survey Line L; thence, a northeasterly direction in a straight line to the point of BEGINNING.
The above described temporary drainage easement will terminate upon completion of the project.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project S.T401707, Wake County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina, and to be recorded in the Register of Deeds Office of Wake County pursuant to N.C.G.S. 136-19.4.

The access as provided is more particularly described as follows:
No means of access is provided to the project.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' right of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutters' rights of access in order to protect and safeguard the traveling public.

The GRANTORS by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect their property have been fully explained to them or their authorized representative.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS 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 hereby conveyed subject to the following exceptions: NONE

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (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.

Ade L. Ejire (SEAL)
Ade L. Ejire

Arnette H. Ejire (SEAL)
Arnette H. Ejire

Accepted for the Department of Transportation BY: [Signature] 6 1994

NORTH CAROLINA, Wake COUNTY

I, a Notary Public of the County and State aforesaid, certify that
Ade L. Ejire and wife, Arnette H. Ejire

GRANTORS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 20th day of December, 1993.
My Commission expires: 04-09-95

Mark Christopher Beason
Notary Public

The foregoing is/are certified on the 20th day of December, 1993.

NORTH CAROLINA — WAKE COUNTY
The foregoing certificate of Mark Christopher Beason

and this certificate

BY:

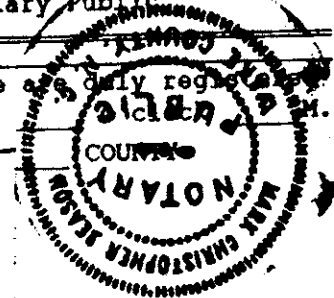
Notary Public is

(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.

R/W D-1.2
Page 2
December 1996

KENNETH C. WILKINS, Register of Deeds

By Meta N. Harris
Asst/Deputy Register of Deeds



EX5974FG0524

WAKE COUNTY

JAN 21 1994

5600.00 FROM 67

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

000295

PRESENTED
FOR
REGISTRATION
94 JAN 21 PM 2:53
KENNEDY & SONS
REGISTER OF DEEDS
WAKE COUNTY

Recording Time, Book and Page

Excise Tax 5,600.00

Parcel Identifier No. 0019605

Tax Lot No.

Verified by

by

County on the

day of

Mail after recording to

Petree Stuckton

This instrument was prepared by
Brief description for the Index

DURHAM WYCHE STORY WHITLEY & HENDERSON (CEW), P. O. Drawer 1389
Raleigh, NC 27602-1389
Lot 3, Durham Life Office Park

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13th day of DECEMBER, 1993, by and between

GRANTOR

DURHAM LIFE INSURANCE COMPANY,
a North Carolina Corporation
(successor by merger with State
Capital Life Insurance Company)

GRANTEE

MARTIN MARIETTA MATERIALS, INC.,
a North Carolina Corporation
2710 Wycliff Road
Raleigh, NC 27607

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,

WAKE

County, North Carolina and more particularly described as follows:

All that property as described on the attached Exhibit "A", incorporated herein by this reference and made a part of this North Carolina General Warranty Deed.

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

A map showing the above described property is recorded in Plat Book 1993 page 1624

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:

Easements and restrictions of record and ad valorem taxes for 1993 and subsequent years.

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.

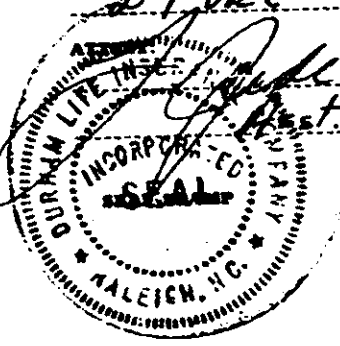
DURHAM LIFE INSURANCE COMPANY

(Corporate Name)

By:

Wayne R. Nicks

President



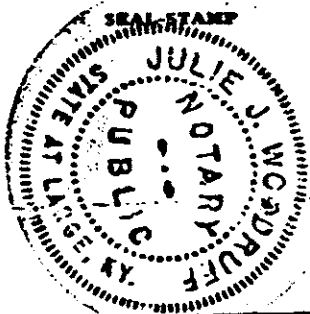
Secretary (Corporate Seal)

USE BLACK INK ONLY

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, Kentucky, Jefferson County.

I, a Notary Public of the County and State aforesaid, certify that L. Jude Clark, Jr. he is Assistant Secretary of DURHAM LIFE INSURANCE COMPANY 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 Secretary, President, sealed with its corporate seal and attested by him as its Assistant Secretary. Witness my hand and official stamp or seal, this 13th day of December, 1993.

My commission expires: 6/2/97 Julie J. Woodruff Notary Public

The foregoing Certificate(s) of

Julie J. Woodruff

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.

KENNETH C. WILKINS

REGISTER OF DEEDS FOR

COUNTY

By P. Anne Redd

Deputy/Assistant - Register of Deeds

6K5974FG0526

EXHIBIT "A"

BEING all of Lot 3, containing 3.124 acres, as shown on Recombination and Boundary Survey for Lots 3 and 4 Durham Life Office Park, prepared by Michael D. Barr, Registered Land Surveyor, dated October 22, 1993, and recorded in Book of Maps 1993, Page 1624, Wake County Registry.

EX59790091

WAKE COUNTY

JAN 25 94

PRESENTED
FOR
REGISTRATION

94 JAN 25 PM 5:04

REGISTER OF DEEDS
WAKE COUNTY

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

000810

Excise Tax \$11,000.00

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No. out of 462-0198

Verified by

County on the

day of

, 19

by

Mail after recording to

This instrument was prepared by DURHAM WYCHE STORY WHITLEY & HENDERSON (CEW) P. O. Drawer 1389
Raleigh, NC 27602-1389
Brief description for the Index Lot 2, Durham Life Office Park

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 21st day of JANUARY, 19 94, by and between

GRANTOR

GRANTEE

DURHAM LIFE INSURANCE COMPANY,
a North Carolina Corporation
(successor by merger with State Capital
Life Insurance Company)

WYCLIFF ASSOCIATES, L.L.C.,
a North Carolina Limited Liability
Company

Post Office Box 19808
Raleigh, NC 27619

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,

WAKE

County, North Carolina and more particularly described as follows:

ALL that property as described on the attached Exhibit "A", incorporated herein by this reference and made a part of this North Carolina Special Warranty Deed.

WAKE COUNTY

JAN 25 94

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

5500.00

TRAN 39

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

A map showing the above described property is recorded in Plat Book 1994 page 99
 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 has done nothing to impair such title as Grantor received, and
 Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor,
 except for the exceptions hereinafter stated.
 Title to the property hereinabove described is subject to the following exceptions:

Encumbrances of record and ad valorem taxes for 1994, and subsequent years.

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.

DURHAM LIFE INSURANCE COMPANY
 (Corporate Seal)

By Paul J. Hawk
 Second Vice President

Attest: Paul J. Hawk
 Assistant Secretary (Corporate Seal)

USE BLACK INK ONLY



USE BLACK INK ONLY
 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

SEAL - STAMP



USE BLACK INK ONLY
 KENTUCKY, _____ County.
 I, a Notary Public of the County and State aforesaid, certify that Paul J. Hawk Secretary of
 DURHAM LIFE INSURANCE COMPANY personally came before me this day and acknowledged that he is Assistant
 given and as the act of the corporation, the foregoing instrument was signed in its name by its Second Vice
 President, sealed with its corporate seal and attested by him as its Assistant Secretary.
 Witness my hand and official stamp or seal, this 24 day of January, 1994.
 My commission expires: 6/2/97 Julie J. Woodruff Notary Public

The foregoing certificate(s) of _____

Julie J. Woodruff

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 Kenneth C. Wilkins REGISTER OF DEEDS FOR Wake COUNTY
Joseph A. Cantelano Deputy/Assistant-Register of Deeds.

EX5979PG0093

EXHIBIT "A"

BEING all of Lot 2, containing 244.372 square feet, 5.610 acres, as shown on that plat entitled, "Recombination Survey for DURHAM LIFE OFFICE PARK", prepared by Michael D. Barr, Registered Land Surveyor, dated January 10, 1994, and recorded in Book of Maps 1994, Page 99, Wake County Registry.

TOGETHER WITH and subject to that Access Easement recorded of even date herewith in Book 577, Page 72, that Grant of Temporary Easement recorded of even date herewith in Book 577, Page 79, and that Sprinkler System Agreement recorded of even date herewith in Book 577, Page 85, all of the Wake County Registry.

REGIONS

NO REVENUE STAMPS.

**SPECIAL WARRANTY DEED
FROM CITY**

The designation Grantor and Grantee as used herein shall include the parties, their heirs, successors, and assigns, and shall include singular, plural, masculine or neuter as required by context.

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 title is marketable and free and clear of all defects and encumbrances, arising during the period Grantor was seized of the property, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, through, or under the Grantor subject only to the exceptions, if any, hereinafter stated.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be affixed by authority of its City Council, the day and year first above written.



CITY OF RALEIGH

Tom Fetzer
Tom Fetzer
Mayor

ATTEST:

Gail G. Smith
Gail G. Smith
City Clerk & Treasurer

Approved as to form:

Forster
(Associate) City Attorney

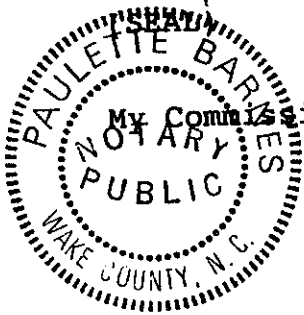
STATE OF NORTH CAROLINA

WAKE COUNTY

This is to certify that on the 9th day of May, 1995, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and Tom Fetzer is the Mayor of the corporation described in and which executed the foregoing; that she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said City Clerk and Treasurer and that the said Mayor and Clerk subscribed their names thereto, and said common seal was affixed, all by order of the City Council of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this the 9th day of May, 1995.

Paulette Barnes
Notary Public

My Commission Expires: 1-17-95

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of

Paulette Barnes

Notary(y)(ies) 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.

KENNETH C. WILKINS, Register of Deeds

Regina C. Simmons
By
Acting Deputy Register of Deeds

Beginning at an existing iron pipe located in the western right-of-way line of Method Road, a 60' right-of-way, said pipe being located South 06° 53' 51" West 208.03 feet along the western right-of-way line of Method Road from the intersection of said right-of-way line with the southern right-of-way line of Beryl Road, a 60' right-of-way, said pipe also marking a corner of property belonging to the Grantee; runs thence along the western right-of-way line of Method Road South 06° 55' 01" West 24.07 feet to a point; runs thence leaving the western right-of-way line of Method Road along the lines of property belonging to Hart Enterprises, now or formerly, the following courses and distances: North 83° 38' 00" West 119.07 feet to a point; South 06° 24' 00" West 73.78 feet to a point and South 84° 30' 17" East 118.42 feet to an existing iron pipe located in the western right-of-way line of Method Road; runs thence along the western right-of-way line of Method Road South 06° 54' 43" West 39.98 feet to a point marking a corner of property owned by the City of Raleigh; runs thence along a new northern line of the City of Raleigh property North 84° 15' 00" West 273.86 feet to a new iron pipe, and continuing along the same call 34.35 feet to a point; runs thence leaving the new northern line of the City of Raleigh property and along an eastern line of other property owned by Grantee North 05° 45' 00" East 136.00 feet to a point located in the southern line of other property belonging to Grantee; runs thence along the southern line of the Grantee's property South 84° 09' 34" East 33.20 feet to a point, and South 84° 15' 39" East 277.80 feet to an existing iron pipe, the point and place of beginning, all as shown on that survey entitled "Recombination of City of Raleigh Park, Method Road at Woods Place & Smith & Wade Property", dated June 10, 1992, revised December 8, 1994 and prepared by John Y. Phelps, Jr., Registered Land Surveyor. This survey is recorded in Book of Maps 1995, page 1823, Wake County Registry.

PROPERTY DESCRIPTION APPROVED:

Stewart J. Sykes By *JHW*
(Assistant) Chief City Engineer

jh/re\des\smith.des\

BK 7515PG0507

000255

PRESENTED
FOR
REGISTRATION

97 JUN 19 PM 12:12

LAURA M. HEDDICK
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax - 0 -

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. out of 0794.10-27-5019
Verified by County on the day of, 19
by

Mail after recording to William G. Hendrix, 1205 Ridge Road, Raleigh, NC 27607

This instrument was prepared by Sherman A. Yeargan, Jr.

Brief description for the Index Lot E1, BM 1997/881

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 16th day of June, 19 97, by and between

GRANTOR

David R. Jackson
and wife,
Cheryl L. Jackson

GRANTEE

William G. Hendrix
1205 Ridge Road
Raleigh, NC 27607

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 Raleigh, Raleigh Township,

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

BEING all of Lot E1 as shown on map entitled "Recombination Survey for William G. Hendrix and David R. Jackson", such map being recorded in Book of Maps 1997, Page 881, Wake County Registry.

1000

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

A map showing the above described property is recorded in Plat Book 1997 page 881.

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, restrictions and rights of way 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

David R. Jackson (SEAL)

x Cheryl L. Jackson (SEAL)
Cheryl L. Jackson

(SEAL)

(SEAL)



NORTH CAROLINA, WAKE County.

I, a Notary Public of the County and State aforesaid, certify that David R. Jackson and wife, Cheryl L. Jackson, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of JUNE, 1997.

My commission expires: 3-11-2001 John N. Anthony Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that 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 John N. Anthony

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.

LAURA M. RIDDICK REGISTER OF DEEDS FOR Wake COUNTY
By Charles Riddick Deputy Assistant - Register of Deeds

BK7652PG0257

PRESENTED
FOR
REGISTRATION

97 SEP 15 AM 11:47

LAURA M. DICKSON
REGISTER OF DEEDS
WAKE COUNTY

WAKE COUNTY NC

09/15/97

\$320.00

000158

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

Excise Tax \$ 320.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 0039900
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to Grantees

This instrument was prepared by Howard S. Kohn, 711 Harvey Street, Raleigh, NC 27608

Brief description for the Index LT 43, BLK A, SEC 1, MEREDITH WOODS SUBDIVISION

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9th day of September, 1997, by and between

GRANTOR

Helen E. Kohn

GRANTEE

Henry M. Lancaster, II and
wife Donna M. Williams
2208 Myron Drive
Raleigh, NC 27607

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 Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 43, Block A, Meredith Woods Subdivision, Section 1, as recorded in Book of Maps 1964, Page 70, Wake County Registry, North Carolina.

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

A map showing the above described property is recorded in Book of Maps 1964, Page 70, Wake County Registry.

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:
Easements and Restrictions of record.

1997 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)

K ONLY

Helen E. Kohn by Howard S. Kohn AIF

A-1-F

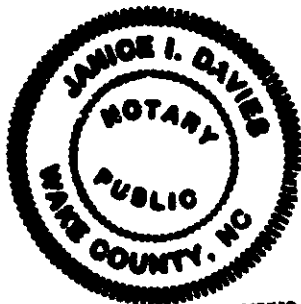
By: _____

(SEAL)

STATE OF NORTH CAROLINA - COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Howard S. Kohn personally appeared before me this day, and being first duly sworn, deposes and says that he executed the foregoing annexed instrument for and/or on behalf of Helen E. Kohn, and that his authority to execute and acknowledge the said instrument is contained in a duly executed, acknowledged and recorded Power of Attorney in the Office of the Register of Deeds of Wake County, recorded in Book 4438, Page 312, Wake County Registry, and the said instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; and the said Howard S. Kohn acknowledged the due execution of the foregoing instrument for the purposes expressed therein for and/or on behalf of Helen E. Kohn.

WITNESS my hand and official stamp or seal, this the 1st day of August, 1997.



Janice I. Davies
Notary Public

My commission expires: 6/25/2000

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____

Janice I. Davies

By _____

Notary(y)(ies) 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.

LAURA M. RIDDICK, Register of Deeds

By _____

Asst./Deputy Register of Deeds

BK8154PG034I

PRESENTED
FOR

Recording ~~BOOK~~ Page

Excise Tax \$3676.00

000854

Parcel Identifier No. 0795-17140180 3:59

Tax Lot No. _____

Verified by _____

by _____

County on the _____ day of _____

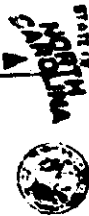
LAURA H. SKINNER
REGISTER OF DEEDS
WAKE COUNTY

Hold for:
Mail after recording to:

M. Bradley Harrell, Esquire
Wallace, Creech & Sarda (Box 202)

This instrument was prepared by: Charles L. Fulton, Manning, Fulton & Skinner, P.A.

Brief description for the Index: 2216, 2300, 2304 and 2308 Myron Drive



Real Estate
Excise Tax

WAKE COUNTY NC

09/28/98
\$3676.00

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 24th day of September, 1998, by and between BYRD PROPERTIES LIMITED PARTNERSHIP, Grantor, and BG-ONE, LLC, Grantee, whose mailing address is: P. O. Box 6544, Raleigh, North Carolina 27628.

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described on Exhibit A attached hereto.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3736, pages 662, 666, 670 and 674.

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:

1998 taxes, a 70' CP&L easement and any other easements and restrictions of record.

12

BK8154PG0342

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its partnership name by its general partner and its seal to be hereunto affixed the day and year first above written.

BYRD PROPERTIES LIMITED PARTNERSHIP (SEAL)

By: Richard E. Byrd
Its General Partner

STATE OF NORTH CAROLINA :

COUNTY OF Wake :

I, the undersigned Notary Public of the County and State aforesaid, certify that Richard E. Byrd, ~~X~~, acting as general partner of Byrd Properties Limited Partnership, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument as the act and deed of said Partnership.

Witness my hand and official stamp or seal, this 24 day of September, 1998.

Doris B. Marsh
Notary Public
My Commission Expires: 9-10-2000

DORIS B. MARSH
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 9-10-2000

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Doris B. Marsh
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.

Laura M. Riddick
By: Laura M. Riddick
Asst. Deputy Register of Deeds

Exhibit A

BEGINNING at an existing iron pin located in the eastern right-of-way line of Myron Drive, said pin being located South 17° 39' 52" West 141.46 feet from a PK nail located at or near the intersection of the centerlines of Myron Drive and Harden Road; running thence along the eastern right-of-way line of Myron Drive the following three courses and distances: along a curve to the left with a radius of 1,098 feet and an arc length of 45.00 feet North 31° 24' 27" East a chord distance of 45.00 feet to a new iron pin, North 30° 14' 00" East 66.46 feet to a new iron pin, and along a curve to the left having a radius of 783.33 feet and an arc length of 324.13 feet North 17° 56' 06" East a chord distance of 321.82 feet to a new iron pin; thence South 75° 45' 00" East 244.93 feet to a new iron pin in the western right-of-way line of I-440 Cliff Benson Beltline; thence along the western right-of-way of the said I-440 Beltline along a curve to the right having a radius of 1,256.62 feet and an arc length of 313.87 feet South 23° 08' 40" West a chord distance of 313.05 feet to a new iron pin; thence continuing along the western right-of-way of the said I-440 Beltline South 30° 18' 00" West 189.15 feet to an existing iron pin; thence North 57° 58' 00" West 206.35 feet to an existing iron pin in the eastern right-of-way line of Myron Drive, the point and place of BEGINNING, containing 2.341 acres, more or less, according to a survey prepared by S. D. Puckett & Assoc. Inc., dated August 8, 1998, File 980808F1, entitled "Survey for BG-ONE, LLC."

Together with an appurtenant sewer easement recorded in Deed Book 2020, Page 459, Wake County Registry, as shown in Book of Maps 1971, Page 99, Wake County Registry.

BG-ONE.EXA

Wake County, NC 312
Laura M Riddick, Register Of Deeds
Presented & Recorded 06/15/2000 13:42:59
State Of NC Real Estate Excise Tax : \$400
Book : 008609 Page : 01898 - 01900

Excise Tax \$400

Recording Time, Book and Page

Tax Lot No. _____

Parcel Identifier No. 0034671

Verified By _____ County on the _____ day of _____, 199____

by _____

Mail after recording to Grantee

This instrument was prepared by Rose & Williams, PLLC

Brief description for the Index

Lot 38, Block A, Meredith Woods Sub

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15th day of June, 2000, by and between

GRANTOR

Marian B. Hartman fka
Marian Barber Durham
And husband
James A. Hartman

GRANTEE

John F. Schneider
2101 E. Charlotte Court
Raleigh, NC 27606

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. 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 Raleigh, _____ Township, WAKE County, North Carolina and more particularly described as follows:

BEING all of Lot 38, Block A, Meredith Woods Subdivision, Section One as recorded in Book of Maps 1964, Page 70, Wake County Registry.

The property herein above described was acquired by Grantor by instrument recorded in Book 2731, Page 0895

A map showing the above described property is recorded in Book of Maps 1964, Page 70

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:

2000 ad valorem taxes

Subject to Restrictive Covenants recorded in Book 1611, Page 383, Wake County Registry

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this 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)

(Corporate Name)

Marian B. Hartman (SEAL)
Marian B. Hartman

By: _____

President

FKA Marian Barber Durham (SEAL)
Formerly known as Marian Barber Durham

ATTEST:

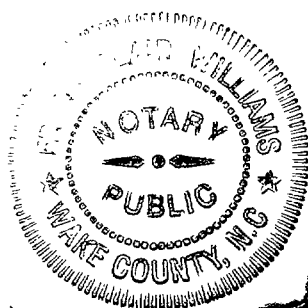
James A. Hartman (SEAL)
James A. Hartman

Secretary (Corporate Seal)

(SEAL)

SEAL-STAMP

NORTH CAROLINA, Wake County.



I, Frank Blair Williams, a Notary Public of the County and State aforesaid, certify that Marian B. Hartman FKA Marian Barber Durham & James A. Hartman Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 25th day of April, 2000.

My commission expires: 12/29/2000 Frank Blair Williams Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____, personally appeared 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____.

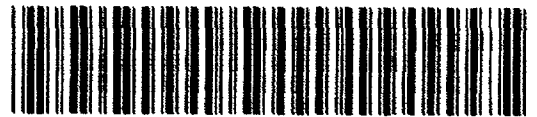
My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____

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

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008609 Page : 01898 - 01900

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate ___ of Frank Blair Williams

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Murray M. Packer
Assistant/Deputy Register of Deeds

This Customer Group
2 # of Time Stamps Needed

This Document
3 New Time Stamp
of Pages

Wake County, NC 233
Laura M Riddick, Register Of Deeds
Presented & Recorded 08/08/2000 11:00:49
Book : 008653 Page : 01521 - 01530

NORTH CAROLINA
WAKE COUNTY

Prepared By: Steven L. Evans
Mail To: Grantee

Tax ID:0023323; 807 Barstow Drive
0180802; 807 Barstow Drive
0122925; 3325 Bearskin Court
0122923; 3317 Bearskin Court
0079723; 1208 Courtland Drive
0117539; 716 Brent Road
0000553; 204 Faircloth Street
0011167; 332 Jones Franklin Rd
0085365; 5217 Kaplin Drive
0048898; 1219 Kent Road
0005831; 422 St. Mary's Street
Parcel ID:434-268; 2900 Ridge Road
Excise Tax:-0-

THIS GENERAL WARRANTY DEED, made this 26th day of July, 2000,
by and between:

Paul Sterling Jansen and Mary Cashwell Jansen, Husband and Wife and
Tenants By The Entirety, **GRANTOR**

and

Paul Sterling Jansen and Mary Cashwell Jansen as Tenants In Common,
each an undivided one-half interest, **GRANTEE**, whose
address is: 2900 Ridge Road, Raleigh, NC 27612;

WITNESSETH:

The designation Grantor and Grantee used herein shall include parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor are Husband and Wife and originally took title to the real property described in Exhibit A attached and incorporated herein as Tenants By The Entirety, and now desire to dissolve said tenancies by the entirety and convey the properties to **Grantee** as tenants in common. In consideration of the sum of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, **Grantor** has and by these presents does grant, bargain, give and convey unto the **Grantee** in fee simple, as tenants in common, each having an undivided one-half interest, all those certain lots or parcels of land situated in Wake County, NC, and more particularly described as follows:

SEE EXHIBIT A ATTACHED AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the aforesaid interest in said 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 in fee simple, has the right to convey the same in fee simple, that the title is marketable and free and clear of all adverse encumbrances, and that the **Grantor** will warrant and defend the title against the lawful claims of all persons whomsoever, except for exceptions hereafter stated:

1. Ad valorem taxes for 2000 and thereafter.
2. Covenants, restrictions, easements and rights of way of record.
3. Deeds of trust and liens of record.

IN WITNESS WHEREOF, the **Grantor** has hereunto set his hand and seal, or if corporate, has caused this instrument to be executed by duly authorized officers and its seal affixed by authority of its Board of Directors, the day and year first above set forth.

Paul Sterling Jansen (Seal)
Paul Sterling Jansen

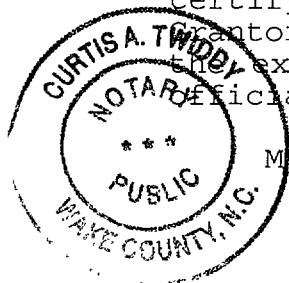
Mary Cashwell Jansen (Seal)
Mary Cashwell Jansen

North Carolina, WAKE County

I, a Notary Public, of the county and state aforesaid, certify that Paul Sterling Jansen and Mary Cashwell Jansen, ~~Grantor~~ Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26th day of JULY, 2000.

My commission expires: 2-25-2003

[Signature]
Notary Public



The foregoing certificate of _____ is 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

EXHIBIT A TO JANSEN DEED:

PARCEL 1: 0023323; 807 BARSTOW DRIVE
DEED REFERENCE: BOOK 7366, PAGE 0320

BEGINNING at an iron stake in the southern property line of Poplar Street; said point being 180 feet from the intersection of said Poplar Street and Powell Street; thence westerly 205 feet along the property line to an iron stake; thence South 120 feet to an iron stake by the dividing line between lots 238 and 237; thence along said dividing line in an Easterly direction 205 feet to an iron stake, the Southwest corner of lot 209; thence in a northerly direction 120 feet to the point of beginning; being lots 241, 240, 239 and 238 according to a map, Addition to Sunset Terrace, made in April, 1935 by W.H. Blanchard, Surveyor, and recorded in the Office of the Register of Deeds for Wake County, North Carolina, in Book of Maps 1935 at Page 1, and being the same property conveyed to Paul L. Franklin and wife, Elizabeth L. Franklin by deed, dated May 10, 1943, and recorded in Book 892, Page 547, Wake County Registry and by deed, dated March 11, 1947, and recorded in Book 959, Page 608, Wake County Registry. For reference see Estate File No. 83-E-822, Wake County Superior Court.

GRANTOR further conveys without warranty or representation all of his right, title and interest in and to the land lying between the north and west lines of the above-described property and the center lines of Barstow Drive and Highland Avenue, respectively.

PARCEL 2: 0180802; 807 BARSTOW DRIVE:
DEED REFERENCE: 7366, PAGE 0320

Certain lots or units of land lying and situated in the County of Wake, State of North Carolina, and being lots or units numbered 206 and 207, Block 9, and described and contained in a certain map of Sunset Terrace made by L.E. Wooten, which is recorded in a Book of Maps 1935, Page 56, in the office of the Register of Deeds of Wake County, the said lots or units being more particularly described as follows:

BEGINNING at the Southwest corner of the intersection of Powell Street and the first Street South of Western Blvd. (which street is unnamed); runs thence in a Westerly direction 180 feet with said unnamed street to the corner of lot or unit numbered 241; thence in a southerly direction 60 feet to a point; thence in an Easterly direction with the dividing line between lots or units numbered 207 and 208 a distance of 180 feet to Powell Street; thence in a Northerly direction with the West side of Powell Street 60 feet to the beginning, LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Beginning at the Southwest corner of the intersection of Powell Street and the first Street South of Western Blvd. (which Street is unnamed); runs thence in a Westerly direction 140 feet with said unnamed Street (to the corner of lot or unit numbered 241); thence in a southerly direction 60 feet to a point; thence in an Easterly direction with the dividing line between lots or units numbered 207 and 208 a distance of 140 feet to Powell Street; thence in a Northerly direction with the West side of Powell Street 60 feet to the beginning, and being a portion of the same lots or units of land conveyed to P.L. Franklin and wife, Elizabeth Louise Franklin, by J.W. Fowler and wife, Myrtle Lee K. Fowler, by deed dated July 10, 1944, and recorded in the office of the Register of Deeds of Wake County, North Carolina, in Book 905, at page 431 and being the same property conveyed to Charles A. Williams and wife, Marian B. Williams by deed, dated May 22, 1946 and recorded in Book 944, Page 32, Wake County Registry. For reference see Estate File No. 83-E-822, Wake County Superior Court.

GRANTOR further conveys without warranty or representation all of his right, title and interest in and to the land lying between the north line of the above-described property and the center line of Barstow Drive.

PARCEL 3: 0122925; 3325 BEARSKIN DRIVE:DEED REFERENCE:

BEING all of Lot 61, Hunters Creek II, Phase II, as recorded in Book of Maps 1982, page 101, Wake County Registry, reference to which is hereby made for greater certainty of description.

PARCEL 4: 0122923; 3317 BEARSKIN COURT:DEED REFERENCE: BOOK 7107, PAGE 0233

Lot 59 as shown on plat entitled "Recorded Plat, Hunters Creek II, Phase Two, Raleigh, North Carolina," dated February 3, 1982, prepared by Bass, Nixon and Kennedy, Consulting Engineers, and recorded in Book of Maps 1982, Page 101, Wake County Registry.

PARCEL 5: 0079723; 1208 COURTLAND DRIVE:DEED REFERENCE: BOOK 3539, PAGE 569

BEGINNING at a stake in the East line of Courtland Drive, the Southwest corner of Lot No. 82, runs thence along the South line of Lot No. 82 South 59 degrees 30 minutes East 79.95 feet to a stake, corner of Lot No. 60; thence with the West line of Lot No. 60 South 30 degrees 23 minutes West 119.16 feet to a stake in the line of Courtland Drive; thence with said Drive as it curves Northwestwardly and Northeastwardly 157.6 feet to the point of BEGINNING. Being the same property conveyed to Grantor by deed recorded in Book 3093, Page 826, Wake County Registry, and being Lot No. 59 of Mordecai Place, according to map of same recorded in Book of Maps 1920, Page 110, Wake County Registry.

PSJ
MCS
BRENTPARCEL 6: 0117539; 716 BRENT ROAD:DEED REFERENCE: BOOK 7198, PAGE 0283

BEING all of Lot 2 as shown on plat entitled "Hunter's Creek II, Phase One", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, and recorded in Book of Maps 1981, Page 123, Wake County Registry.

PARCEL 7: 0000553; 204 FAIRCLOTH STREET:DEED REFERENCE: BOOK 5769, PAGE 0072

All that certain tract or parcel of land known as Lot B of the "Recombination of Erwin Winz and Burgunde H. Winz property and Lots 79 and 80 Wilmont into Lots A and B" as per plat thereof recorded in the Office of Register of Deeds of Wake County, North Carolina, in Book of Maps 1986, Page 1588 and more particularly described as follows:

Beginning at the point where the northern right-of-way line of Ruffin Street intersects with the eastern right-of-way line Faircloth Street at an existing iron post. Thence from said point of beginning so located, North 06° 00' East 112.00 feet to a point; thence South 84° 12' East 104.34 feet to a point; thence South 02° 19' West 81.80 feet to a point; thence South 84° 12' East 104.34 feet to a point; thence South 02° 19' West 81.80 feet to a point; thence south 80° 20' West 113.81 feet to the point of beginning.

PARCEL 8: 0011167; 332 JONES FRANKLIN ROAD:

DEED REFERENCE; BOOK 6776, PAGE 0327

BEING all of Lots 51 and 52, Block C, according to map of Fairview Hills, recorded in Book of Maps 1945, Page 93, Wake County Registry.

PARCEL 9: 0085365; 5217 KAPLAN DRIVE:

DEED REFERENCE: BOOK 7375, PAGE 0195

BEING all of Lot 16 of Indian Hills Subdivision, Part 3, according to a map recorded in Book of Maps 1973, Page 228, Wake County Registry.

PARCEL 10: 0048898; 1219 KENT ROAD:

DEED REFERENCE: BOOK 7731, PAGE 0632

Beginning at the point of intersection of the easterly right-of-way line of Kent Road and the southerly right-of-way line of Greenleaf Street; thence along the southerly right-of-way line of Greenleaf Street south 85 degrees 40 minutes east 169.49 feet to a point, said point being the northwest corner of Lot 18 of a map hereinafter referred to; thence along the western line of said Lot 18 south 5 degrees 15 minutes east 120.68 feet to a point, said point being the southwest corner of the said Lot 18; thence north 86 degrees 5 minutes west 188.03 feet to a point in the easterly right-of-way line of Kent Road; thence along the easterly right-of-way line of Kent Road north 2 degrees 44 minutes east 100 feet to a point; thence continuing along the said easterly right-of-way line north 3 degrees 56 minutes east 20.1 feet to the point and place of beginning; the above being that property designated "Now or formerly W. H. Morand" on plat dated August 22, 1972, and recorded in Book of Maps 1972, Page 272, Wake County Registry.

Save and except that portion of the above described property which was conveyed by Grantor to John C. Davis by deed recorded in Book 2902, Page 687, Wake County Registry, and as shown on a plat recorded in Book of Maps 1980, Page 197, Wake County Registry, and more particularly described as BEGINNING at a point in the southerly right-of-way line of Greenleaf Street, said point being 169.49 feet from the intersection of the easterly right-of-way line of Kent Road and the southerly right-of-way line of Greenleaf Street; thence along the old lot line of Lot 18 south 5 degrees 15 minutes east 120.68 feet to a point, said point being the southwest corner of said old Lot 18; thence north 86 degrees 5 minutes west 16 feet to a point, said point being the southeast corner of Lot 18; thence north 2 degrees 21 minutes 58 seconds east 119.18 feet to the point of beginning; and being the property located between the new lot line and the old lot line of John C. Davis as shown on the above referenced plat recorded in Book of Maps 1980, Page 197, Wake County Registry.

Also save and except such portion of the above described property as was taken by condemnation by the City of Raleigh as confirmed in Confirmation Order recorded in Book 2370, Page 315, Wake County Registry, and as shown on plat recorded in Book of Maps 1974, Volume III, Page 213, Wake County Registry.

And being all of such property as shown on a plat prepared by John Y. Phelps, Jr., Registered Land Surveyor, dated October 27, 1997, entitled "Property of Paul S. Jansen and Mary C. Jansen".

PARCEL 11: 0005831; 422 ST. MARY'S STREET:

DEED REFERENCE: BOOK 8192, PAGE 1046

Beginning at the Southeast intersection of Tucker Street and St. Mary's Street in the City of Raleigh, North Carolina; running thence eastwardly with the Southern boundary of said Tucker Street 105.7 feet to a 15-foot alleyway; thence southwardly along the western boundary line of said alleyway 42 feet; thence westwardly in a line parallel with said Tucker Street 105 feet to the eastern boundary line of said St. Mary's Street; thence northwardly with said St. Mary's Street 42 feet to the point of beginning; see Book 624, Page 385, Book 925, Page 582, and Book 5222, Page 163, Wake County Registry.

Together with the permanent right of use of the 15-foot alleyway in the rear of said property, subject however, to the restriction as to the use of the same as set forth in that certain deed recorded in Book 925, Page 582, Wake County Registry.

Being also the property shown on a plat entitled "Property of Paul S. Jansen and Mary C. Jansen", dated 11-9-98, prepared by John Y. Phelps, Jr., RLS, and identified as Lot 5, Book of Maps 1926, Page 12, Wake County Registry.

PARCEL 12: PARCEL ID 434-268; 2900 RIDGE ROAD:

DEED REFERENCE: BOOK 6268, PAGE 0924

BEGINNING at a stake in the eastern line of Ridge Road, said stake being the southwestern corner of Lot 2, Block B, on map to which reference is hereinafter made; runs thence along the southern line of Lot 2 in an eastern direction 109.8 feet to a stake, the northwestern corner of Lot 19; runs thence along the western line of Lot 19 in a southern direction 166.8 feet to a stake in the northern line of Manuel Street; runs thence along the northern line of Manuel Street in a western direction 71.4 feet to the point where the northern line of Manuel Street begins to curve into the eastern line of Ridge Road; runs thence along said curve in a northwestern direction 42.6 feet to a stake in the eastern line of Ridge Road; runs thence along the eastern line of Ridge Road in a northern direction 175.8 feet to the point of beginning, and being Lot 1, Block B of Beckana according to map recorded in Book of Maps 1957, Page 50, Wake County Registry.

This conveyance is made subject to restrictive covenants as recorded in Book 1274, Page 269, Wake County Registry.

Subject further to a reservation for the future widening of Ridge Road over the western 10 feet of the above described lot adjoining Ridge Road as shown on the aforesaid recorded map.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008653 Page : 01521 - 01530

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate___ of _____
_____ Curtis A. Twiddy _____

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By:

~~Assistant/Deputy~~ Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages

Wake County, NC 696
Laura M Riddick, Register Of Deeds
Presented & Recorded 09/01/2000 13:51:43
State Of NC Real Estate Excise Tax : \$54
Book : 008676 Page : 00294 - 00296

Excise Tax \$ 54.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 256803
Verified by County on the day of
by

Mail after recording to Please Hold for: Michael G. Sandman, #169

This instrument was prepared by Michael G. Sandman, Attorney, 7101 Creedmoor Road, Suite 142, Raleigh, NC 27613

Brief description for the Index
LT 1, PHI, Method

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31st day of August, 2000, by and between

GRANTOR

GRANTEE

Benjamin H. Hale, unmarried

Eddie Falcocchia, unmarried

14275 Old Wood Road
Saratoga, California 95070

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 Raleigh, Raleigh Township,

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

Being all of Lot 1, Method Subdivision, Phase 1, as shown on map recorded in Book of Maps 1999, Page 1060, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8455, Page 1164

A map showing the above described property is recorded in Plat Book 1999 page 1060

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: Restrictions, Easements and Right of Ways of record if any and 2000 ad valorem taxes.

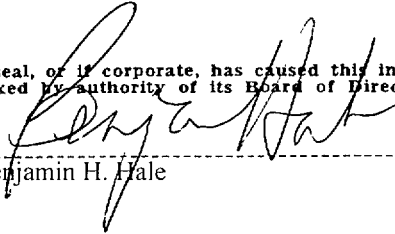
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)
By: _____

President
ATTEST: _____

Secretary (Corporate Seal)

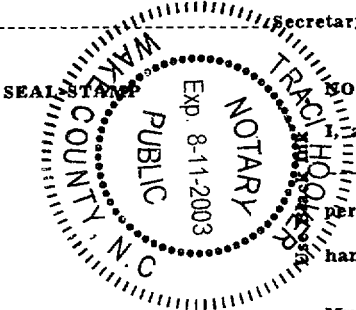
USE BLACK INK ONLY


Benjamin H. Hale (SEAL)

(SEAL)

(SEAL)

(SEAL)



NORTH CAROLINA, Wake County.
I, _____ Notary Public of the County and State aforesaid, certify that Benjamin H. Hale

Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 31st day of August, 2000.
My commission expires: _____ Notary Public

SEAL-STAMP

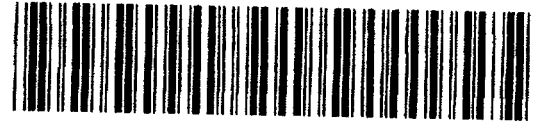
NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged that _____ he is _____ Secretary of
_____ a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing 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 _____,
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

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008676 Page : 00294 - 00296

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate ___ of _____

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds
By: _____
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages

Wake County, NC 190
Laura M Riddick, Register Of Deeds
Presented & Recorded 11/28/2000 11:22:52
State Of NC Real Estate Excise Tax : \$10
Book : 008742 Page : 00851 - 00853

Excise Tax \$10.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. Out of 0021018
Verified by County on the day of
by

Mail after recording to Seay, Titchener & Horne (#174)

This instrument was prepared by Seay, Titchener and Horne

Brief description for the Index Lot 70 & Pt. 69, Wilmont

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27th day of November, 2000, by and between

GRANTOR

GRANTEE

Marlowe Builders Incorporated
A North Carolina corporation

W. Anderson Marlowe, III and wife,
Yvonne B. Marlowe

7000 Six Forks Road
Raleigh, NC 27615

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. 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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at a point in the Eastern Margin of Faircloth Street, said beginning point being located at a point measured southwardly along the Eastern margin of Faircloth Street 189.6 feet from the point where the Eastern Margin of Faircloth Street intersects the Southern Margin of Ruffin Street; running thence from said beginning point Eastwardly along the dividing line between Lots 70 and 71, 175 feet to a point, the Southwest corner of Lot 126, thence southwardly along the western lines of Lots Nos. 127 and 128, 50 feet to a point that is 10 feet south of the northwest corner of Lot No. 128; thence Westwardly along a line ten feet South of the dividing line between Lots 69 and 70, 175 feet to a point in the Eastern margin of Faircloth Street; thence Northwardly along said Eastern Margin of Faircloth Street, 50 feet to the point of Beginning, the same being all of Lot No. 70 and a part or strip of Lot No. 69 measuring ten feet in width and 175 feet in length, reference being hereby made to a plat of the Wilmont Subdivision lying West of the Corporate limits of the City of Raleigh, Wake County, North Carolina, said plat having been prepared in August 1925 by C. L. Mann and William Allen, Engineers, a copy of said plat being recorded in Book of Maps 1924, Page 10, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 8560, Page 2766, Wake County Registry.....

A map showing the above described property is recorded in Plat Book 1924 page 10

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:

Restrictions and easements of record affecting the property herein described.

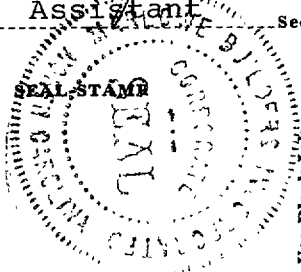
2000 ad valorem taxes.

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.

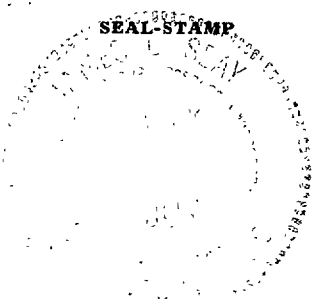
MARLOWE BUILDERS, INCORPORATED
(Corporate Name)
By: [Signature]
President
ATTES: Myrtice B. Wilder
Assistant Secretary (Corporate Seal)

USE BLACK INK ONLY

.....(SEAL)
.....(SEAL)
.....(SEAL)
.....(SEAL)



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
My commission expires: Notary Public



NORTH CAROLINA, WAKE County.
I, a Notary Public of the County and State aforesaid, certify that Myrtice B. Wilder,
personally came before me this day and acknowledged that S he is Assistant Secretary of
Marlowe Builders Incorporated 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 assistant Secretary.
Witness my hand and official stamp or seal, this 27th day of November, 2000
My commission expires: 8-1-2005 [Signature] 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

2

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008742 Page : 00851 - 00853

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Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate___ of _____

James L. Seay

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: _____

Therick C. Baymon
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
3 # of Pages

Wake County, NC 228
Laura M Riddick, Register Of Deeds

Presented & Recorded 12/04/2000 12:31:10
State Of NC Real Estate Excise Tax : \$396
Book : 008749 Page : 00310 - 00312

Excise Tax

396⁰⁰

Recording Time, Book and Page

Tax Lot No. 0021018 Parcel Identifier No.
Verified by County on the day of
by

Mail after recording to Grantee

This instrument was prepared by Rebecca L. Stevens, Attorney at Law

Brief description for the Index

Lots Nos. 71 and 72, Wilmont

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of November, 2000, by and between

GRANTOR

GRANTEE

MARLOWE BUILDERS, INC.

KEVIN W. BOWLES,
Single122 Faircloth Street
Raleigh, NC 27607

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 Raleigh, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at a point in the eastern line of Faircloth Street, said Beginning point being located at a point southwardly along the eastern line of Faircloth Street 109.6 feet from the point where the eastern line of Faircloth Street intersects the southern line of Ruffin Street; running thence from said point eastwardly along the dividing line between Lots Nos. 72 and 73, 175 feet to a point, the southwest corner of Lot No. 124; thence southwardly along the western line of Lot No. 125 and 126, 80 feet to a point, the northwest corner of Lot No. 127; thence westwardly along the dividing line between Lots Nos. 70 and 71, 175 feet to a point in the eastern margin of Faircloth Street; thence northwardly along said eastern margin of Faircloth Street 80 feet to the beginning, the same being all of Lots Nos. 71 and 72 as shown on a plat of the Wilmont Subdivision recorded in the office of the Register of Deeds of Wake County in Book of Maps 1924 at Page 10.

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

Book 8560, Page 2766, Wake County Registry

A map showing the above described property is recorded in Plat Book 1924 page 12

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 and rights-of-way of record.
- Subject to restrictive covenants of record.
- Subject to 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.

MARLOWE BUILDERS, INC.

(Corporate Name)

By:

President

ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

SEAL-STAMP

NORTH CAROLINA, County.

Use Black Ink

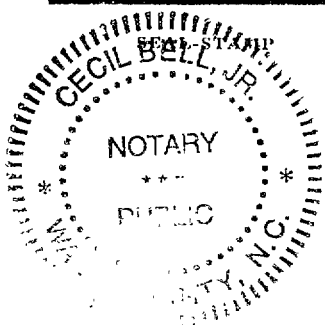
I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of

My commission expires: Notary Public

NORTH CAROLINA, County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that William A. Marlowe, Secretary of MARLOWE BUILDERS, INC. 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 30th day of November, 2000. My commission expires: 9.3.02 CECIL BELL JR. Notary Public



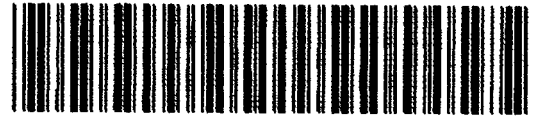
The foregoing Certificate(s) of

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

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008749 Page : 00310 - 00312

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Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate___ of Cecil Bell Sr.

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: _____

Jennifer S. Wilkins
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
_____ # of Pages

Wake County, NC 548
Laura M Riddick, Register Of Deeds
Presented & Recorded 06/28/2001 13:46:53
Book : 008978 Page : 01024 - 01028

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 46959
Verified by _____ County on the ____ day of _____, 20____
by _____

Please Hold For: Sandman & Rosefielde-Keller #169

This instrument was prepared by: Cindy S. Rosefielde-Keller, Sandman & Rosefielde-Keller

Brief Description for the index

2310 Myron Drive, Raleigh, NC

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27 day of June, 2001, by and between

GRANTOR

GRANTEE

**MEREDITH WOODS PROFESSIONAL BUILDING
LIMITED PARTNERSHIP, a North Carolina limited
partnership**

**MEREDITH WOODS PROFESSIONAL BUILDING,
LLC, a North Carolina limited liability company**

**2310 Myron Drive
Raleigh, North Carolina 27607**

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 **Raleigh**, _____ Township, **Wake County**, North Carolina and more particularly described as follows:

BEING all of Tract 2, as shown on plat recorded in Book of Maps 1971, Page 99, Wake County Registry.

This transfer is made in connection with Grantor's conversion from a North Carolina limited partnership to a North Carolina limited liability company.

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

A map showing the above described property is recorded in **Book 1971, Page 99.**

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:

Ad valorem taxes for the year 2001 and all subsequent years; and

Easements, restrictions and rights of way of record, if any.

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

(Corporate Name)

By _____

President

MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP (SEAL)

USE BLACK INK ONLY

By: William J. Sowter (SEAL)
William J. Sowter, General Partner
LIMITED

By: Benjamin W. Brown (SEAL)
Benjamin W. Brown, Limited Partner

By: Knox McMillan (SEAL)
Knox McMillan, Limited Partner

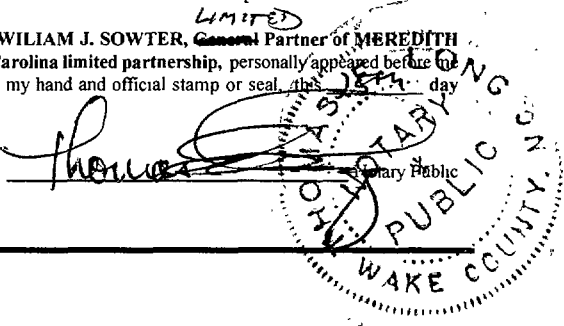
SEAL-STAMP

NORTH CAROLINA, WAKE COUNTY

USE BLACK INK

I, the undersigned, a Notary Public of the aforesaid County and State, certify that WILLIAM J. SOWTER, General Partner of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001

My commission expires **MY COMMISSION EXPIRES 8/31/2003**



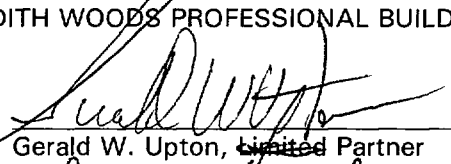
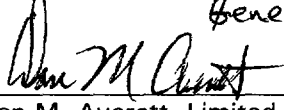
The foregoing Certificate(s) of _____
is/are certified to be correct This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof

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

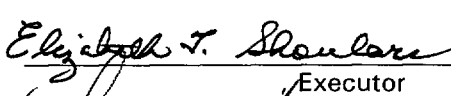
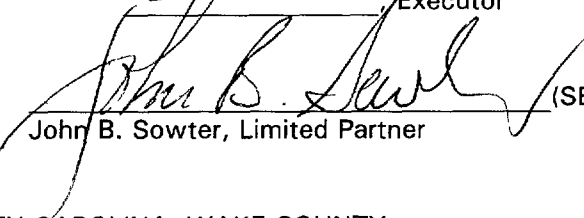
{ADDITIONAL SIGNATURE PAGE(S) AND NOTARY BLOCK(S) ATTACHED}

GRANTOR (CONTINUED):

MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP (SEAL)

By:  (SEAL)
Gerald W. Upton, ~~Limited Partner~~
GeneralBy:  (SEAL)
Dan M. Averett, Limited PartnerBy:  (SEAL)
Riley C. Pleasants, Jr., Limited Partner

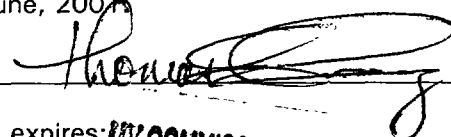
By: ESTATE OF H. WILSON SHOULARS, JR., Limited Partner

By:  (SEAL)
Elizabeth T. Shoulars, ExecutorBy:  (SEAL)
John B. Sowter, Limited Partner

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public of the aforesaid County and State, certify that BENJAMIN W. BROWN, Limited Partner of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001.

SEAL OR STAMP

Notary Public: My commission expires: MY COMMISSION EXPIRES 8/31/2003

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public of the aforesaid County and State, certify that KNOX MCMILLAN, Limited Partner of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001.

SEAL OR STAMP

Notary Public: My commission expires: MY COMMISSION EXPIRES 8/31/2003

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public of the aforesaid County and State, certify that GERALD W. UPTON, ~~Limited Partner~~ ^{General} of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001.

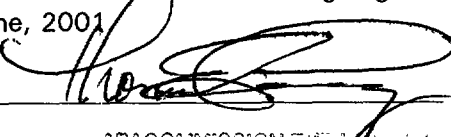
SEAL OR STAMP

Notary Public: My commission expires: MY COMMISSION EXPIRES 8/31/2003

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public of the aforesaid County and State, certify that DAN M. AVERETT, Limited Partner of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001.

SEAL OR STAMP

Notary Public: My commission expires: MY COMMISSION EXPIRES 8/31/2003

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public of the aforesaid County and State, certify that RILEY C. PLEASANTS, JR., Limited Partner of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001.

SEAL OR STAMP

Notary Public: My commission expires: MY COMMISSION EXPIRES 8/31/2003

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public of the aforesaid County and State, certify that Elizabeth T. Shouls Executor of the ESTATE OF H. WILSON SHOULARS, JR., Limited Partner of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001.

SEAL OR STAMP

Notary Public: My commission expires: MY COMMISSION EXPIRES 8/31/2003

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public of the aforesaid County and State, certify that JOHN B. SOWTER, Limited Partner of MEREDITH WOODS PROFESSIONAL BUILDING LIMITED PARTNERSHIP, a North Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of June, 2001.

SEAL OR STAMP

Notary Public: My commission expires: MY COMMISSION EXPIRES 8/31/2003

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008978 Page : 01024 - 01028

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate___ of _____

Thomas E. Long

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Therick C. Baymon
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
5 _____ # of Pages

After Recording Mail to:

Robert A. Miller
P.O. Box 1365
Raleigh NC 27602

STATE OF NORTH CAROLINA

WAKE COUNTY

Wake County, NC 1039
Laura M Riddick, Register Of Deeds

Presented & Recorded 12/28/2001 15:47:37

Book : 009232 Page : 00679 - 00680

Tax Lot No. Parcel Identifier No. 003818.....
 After Recording Mail To : Robert A. Miller; Post Office Box 1365, Raleigh, NC 27602
 Prepared By : Robert A. Miller (no title search).....

Index Description: Lot 7, Blk. H, Sect. II Ridgewood

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this ^{5th} day of DECEMBER, 2001 by and between Catherine Jackson Baty of the State of South Carolina, hereinafter called Grantor, and Bruce W. Keene of Wake County and State of North Carolina, hereinafter called Grantee, whose permanent mailing is 3429 Redbud Lane, Raleigh, North Carolina 27607.

WITNESSETH:

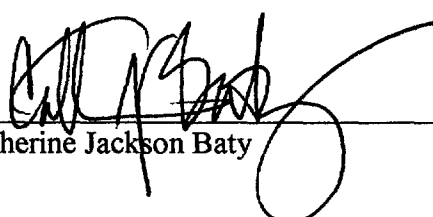
That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to her in hand paid, the receipt of which is hereby acknowledged, has remised and released by these presents does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 7, Block H, Section II, Ridgewood Subdivision, as shown on a map recorded in Book of Maps 1954, Page 68, Wake County Registry.

To have and to hold the aforesaid lot or parcel of land and all privileges thereunto belonging to him, the Grantee, his heirs and/or successors and assigns, free and discharges from all right, title, claim or interest of the Grantor or anyone claiming by, through or under him.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, 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.

 (SEAL)
Catherine Jackson Baty

SOUTH CAROLINA, Charleston COUNTY

I, a Notary Public of the County and State aforesaid, certify that Catherine Jackson Baty personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 5th day of December, 2001.

My Commission expires: 1/7/2002

Shirley V. Thompson
NOTARY PUBLIC

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009232 Page : 00679 - 00680

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate___ of Shirley V Thompson

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Janet Morgan
Assistant/Deputy ^{Deputy} Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
2 # of Pages

FILED

01 JUL 10 AM 10:32

WAKE COUNTY, C.S.C.

G-8273

NORTH CAROLINA :

WAKE COUNTY :

BY _____

I, TALMADGE W. HOUSE, of Wake County, North Carolina, being of sound and disposing mind and memory, do make, publish and declare this to be my last will and testament and hereby revoke all wills and codicils previously made by me.

ITEM I: I direct that my Executrix, hereinafter named, shall give my body a decent burial suitable to my family, and shall pay all my funeral expenses and all my just debts out of the first moneys that come into her hands belonging to my estate.

ITEM II: I direct that all estate, inheritance, succession, legacy, transfer or other taxes imposed by reason of my death upon property passing under or outside this will and made payable under the laws of the United States, this state or any other state or country be paid out of my residuary estate.

ITEM III: I give, bequeath and devise, absolutely and in fee simple, to my wife, Betsy L. House, if she shall survive me, one-half (as determined by my Trustees herein named) in value of my property, both real and personal, of every kind, nature and description and wheresoever situated.

ITEM IV: In the event that my wife, Betsy L. House, shall predecease me, or in the event that my said wife and I shall die under such circumstances that there is not sufficient evidence that we died otherwise than simultaneously, it shall be presumed that my wife survived me, and then, and in either of such events, if I have children surviving me, I give, bequeath and devise, absolutely and in fee simple, all of my property not otherwise specifically bequeathed, both real and personal, of every kind, nature and description and wheresoever situated, to Charles L. Fulton and Talmadge W. House, Jr., in trust upon the following terms and conditions:

1. My Trustees shall divide such property as they receive under this will into two parts, one part to be as nearly double in value as in their judgment is reasonably possible than the other, and after such division my Trustees shall deliver in fee simple, discharged- of all trusts, the part of lesser value to Talmadge W. House, Jr. The more valuable share my Trustees shall hold and administer subject to the following provisions:

2. My Trustees may accumulate any or all of the current net income or any part or all of my estate apportioned in trust, or my Trustees may distribute to or apply for the benefit of the person or persons to whom the same shall be apportioned, the current net income and any part or all of any accumulated income in such amounts, at such times, and in such manner as my Trustees, in their absolute discretion, shall determine.

3. My Trustees shall pay to or apply for the use and benefit of my living children, which shall be construed to include Deborah Jean House and Gregory Lee House for his, her or their maintenance, support, education, business or professional ventures, health and general welfare, so much of the income and principal of this trust estate at such times as my Trustees, in the exercise of their discretion, shall consider for the best interest of all the said beneficiaries and without regard to other persons who might have a contingent interest in my trust estate, until such time as all of the trust estate be distributed in accordance with this and the following provisions of this trust. Distributions of income or principal by the Trustees under the provisions of this trust need not be in equal shares or amounts to the beneficiaries hereunder. In exercising their discretion for the distribution of funds from this trust, my Trustees shall keep in mind that it is my desire for each of my children to attend four years of college or comparable



training insofar as there are sufficient funds in this trust to otherwise provide for their support and maintenance.

4. At such time as my daughter Deborah Jean House, reaches the age of 30 years, my Trustees shall then divide the Trust Estate into two shares as nearly equal as possible, and shall thereafter hold one for her benefit and the other for the benefit of my son Gregory Lee House. At the time of the division my Trustees shall pay or deliver to Deborah Jean House one-half of her share, and when she reaches age 35, my Trustees shall pay or deliver to her all the remaining property in her half of the trust estate.

When my son Gregory Lee House reaches age 25 my Trustees shall deliver or pay to him one-half of the Trust Estate set aside for him, and my Trustees are authorized or empowered to pay the remainder of his share to him at any time they conclude that it is in his best interest to do so, but in any event shall do so not later than when he reaches age 35.

Should either Deborah Jean House or Gregory Lee House die with issue surviving, such issue shall take the share of their parent, but if they die without issue surviving, my Trustees shall deliver one-half of the value of such deceased's interest in the trust estate to Talmadge W. House, Jr. and the other half to the estate of the other surviving child.

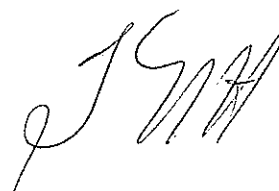
5. Notwithstanding the foregoing provisions of this ITEM IV, if my estate is eligible for the federal estate tax orphan's deduction (under Section 2057 as added to the Internal Revenue Code of 1954 by the Tax Reform Act of 1976, and as it



may be amended by corresponding provisions of subsequent legislation), then the Trustees shall set aside for each child of mine who is under the age of twenty-one (21) years at the date of my death and who, immediately after my death, has no known parent, an amount of the trust estate equal to Five Thousand Dollars (\$5,000.00) multiplied by the excess of twenty-one (21) over the age (in years) which each such child has attained on the date of my death, less the value of all other interests in property included in determining the value of my gross estate, which passes or has passed from me to such child in such a way as to qualify for the federal estate orphan's deduction under the tax laws in effect at my death; provided that the aggregate amount so set aside shall not exceed such minimum amount as is necessary to render my estate non-taxable for federal estate tax purposes, after giving effect to all other deductions and credits claimed and allowed for such purposes in my estate, and to the extent such amount is reduced under this provision the amount set aside for each such child shall abate proportionately. The amount so set aside for each such child shall then be delivered and conveyed to each such child by the Trustees discharged of the trust.

6. Notwithstanding anything to the contrary herein contained, if my youngest living child is twenty-five (25) years of age at the time of my death, then all my property shall be divided equally among my children, or the issue, per stirpes of any deceased children and no trust shall be established.

ITEM V: I hereby grant to my Executrix and also to the Trustees of the trust established hereunder, including any substitute or successor Executor or Trustee, the continuing, absolute, discretionary power to deal with any property, real or personal, held in my estate or in trust,

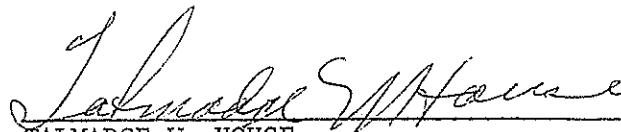


as freely as I might in the handling of my own affairs. Such power shall be exercised independently and without prior or subsequent approval of any court or judicial authority, and no person dealing with the Executrix or Trustees shall be required to inquire into the propriety of any of their actions. Without in any way limiting the generality of the foregoing, I hereby grant to my Executrix and also to the Trustees hereunder all the powers set forth in Section 27 of Chapter 32 of the North Carolina General Statutes, and these powers are hereby incorporated by reference and made a part of this instrument, and such powers are intended to be in addition to and not in substitution of the powers conferred by law.

ITEM VI: If for any reason Charles L. Fulton ceases to serve as Co-Trustee under the Trust herein established, I appoint as successor Co-Trustee, W. Gerald Thornton.

ITEM VII: I nominate and appoint as Executrix of this my last will and testament Betsy L. House, if she shall survive me, to serve without bond. In the event of the death, inability to serve or refusal to qualify of said Betsy L. House, I nominate and appoint as Executor of this my last will and testament Talmadge W. House, Jr., to serve without bond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal to this my last will and testament, consisting of four (4) pages, and upon the margin of each page (except the last page hereof) I have written my initials for greater security and better identification, at Raleigh, Wake County, North Carolina, this the 2 day of July, 1979.


TALMADGE W. HOUSE (SEAL)

Signed, sealed, published and declared by the said Talmadge W. House
as his last will, consisting of four (4) pages, in the presence of us,
who at his request, in his presence and in the presence of each other,
have hereunto subscribed our names as witnesses, this the 2 day of
July, 1979.

Jane P. Howard

Raleigh, N.C.

Mary Bess Staples

Raleigh, N.C.

John L. Mohr, Jr.

Raleigh, N.C.

NORTH CAROLINA :

WAKE COUNTY :

Before me, the undersigned authority, on this day personally appeared Talmadge W. House, Jane P. Howard, Mary Beth Staples, and John L. Mohr, Jr., known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, and all of these persons being by me first duly sworn. The testator declared to me and to the witnesses in my presence: that said instrument is his last will and testament; that he had willingly signed and executed it in the presence of the witnesses as his free and voluntary act for the purposes therein expressed; or, that the testator signified that the instrument was his instrument by acknowledging to them his signature previously affixed thereto.

The witnesses stated before me that the foregoing will was executed and acknowledged by the testator as his last will and testament in the presence of the witnesses who, in his presence and at his request, subscribed their names thereto as attesting witnesses and that the testator, at the time of the execution of the will, was over the age of eighteen (18) years and of sound and disposing mind and memory.

Talmadge W. House
Testator

Jane P. Howard
Witness

Mary Beth Staples
Witness

John L. Mohr, Jr.
Witness

Subscribed, sworn and acknowledged before me by Talmadge W. House, the testator, subscribed and sworn before me by Jane P. Howard, Mary Beth Staples, and John L. Mohr, Jr., the witnesses, this 2nd day of July, 1979.

(SEAL)

AIMA S. PRINTER, Notary Public
RALEIGH, WAKE COUNTY, NORTH CAROLINA
MY COMMISSION EXPIRES: 12-6-79

Aima S. Printer
Notary Public

My Commission expires: 12-6-79

Last Will and Testament FILED

OF

JEAN KNIGHT HOOVER

2006 AUG 28 P 12: 50

WAKE COUNTY, CSC

I, Jean Knight Hoover, a resident of Wake County, North Carolina, do hereby make, publish and declare this to be my last will and do hereby revoke all wills and codicils, previously made by me.

ARTICLE I

I direct my Executor to pay all of my just debts and any unpaid charitable pledges and all estate, inheritance, transfer, succession and other taxes which shall become due by reason of my death and all debts and expenses of administration of my estate out of my residuary estate.

ARTICLE II

I direct that my Executor shall pay, out of the general assets of my estate, the cost of a memorial service or funeral service suitable to the wishes of my family; and then I direct that my Executor shall pay out of the general assets of my estate all funeral expenses, the cost of a memorial plot, and the cost of a tombstone or marker for my memorial plot suitable to the wishes of my family.

JKH

ARTICLE III

JKH If, and only if, my sister, Ruth Ann Knight, of 1123 Rarutan Drive, Rock Hill, MO, 63119, is living at my death, then in that event only, I give her \$10,000.00.

ARTICLE IV

I request my Executor, hereinafter named, to follow the provisions of my letter of instructions dated September 9, 1999, written to her in my own handwriting, in any decisions that she may have to make about personal property in my Estate.

ARTICLE V

All of the residue of the property which I may own at the time of my death, real or personal, tangible and intangible, of whatsoever nature and wheresoever situated, I bequeath and devise to my beloved son, Daniel S. Hoover, and my beloved daughter, Ann M. Hoover, share and share alike, if they survive me by 60 days.

ARTICLE VI

If either of my children does not survive me by 60 days, then as to the share of my residual estate which would have gone to my deceased child, I will that it shall go to that deceased child's children, per capita, to those grand children of mine by that deceased child who are living on that day which is 60 days after my death.

JKH

At present, my son Daniel has three children- Rebecca Hoover, Alexander Hoover, (both presently of 3260 Somerset Drive, Shaker Heights, Ohio) and Surabhi Hoover (presently of 171 Hillcrest Road, Watchung, NJ). At present, my daughter Ann has one child, Miranda Alley (presently of 2817 Claremount Road, Raleigh, NC 27608).

ARTICLE VII

I appoint my daughter, Ann M. Hoover, presently of 2817 Claremount Road, Raleigh, NC, to be Executrix of this, my last Will. I direct that no bond be required of her for the faithful performance of her duties as Executrix. I hereby grant my Executrix, all the powers set forth in North Carolina General Statute, Section 32-27, and these powers are hereby incorporated by this reference and made part of this instrument including, but not limited to, the power and authority to sell, transfer and convey any property, real or personal, which I may own at the time of my death without Order of Court at such time and price and upon such terms and conditions as she may determine and to do every other act and thing necessary or appropriate for the complete administration of my estate.

JKH

IN WITNESS WHEREOF, I, Jean Knight Hoover, have hereunto
set my hand and seal this the 10th day of September, 1999.

Jean Knight Hoover (SEAL)
Jean Knight Hoover

Signed, sealed, published and declared by the said Jean
Knight Hoover, as and for her last will, in the presence of
us, who, at her request, in her presence and in the presence
of one another have hereunto subscribed our names as
witnesses, this the 10th day of September, 1999.

Mark E. Fozel of Durham N.C.
Beverly Bass of Raleigh N.C.
Everette Noland of Raleigh, N.C.

Prepared by: Everette Noland
P.O. Box 981
Raleigh, NC 27602

This will has been prepared in an original and one copy of
which the original only has been executed. Custody of the
original is in the testator and custody of the copy is in
Everette Noland, Attorney at Law, Raleigh, North Carolina.

NORTH CAROLINA

WAKE COUNTY

Before me, the undersigned authority, on this day
personally appeared Mark E. Fozel, Beverly Bass,
Everette Noland, and Jean Knight Hoover, known to
me to be the witnesses and the testator, respectively, whose
names are signed to the attached or foregoing instrument, and
all of these persons being by me first duly sworn; the
testator declared to me and to the witnesses in my presence
that said instrument is her Last Will and Testament; that she
had willingly signed or directed another to sign the same for

JKH

her and executed it in the presence of the witnesses as her free and voluntary act for the purposes therein expressed; or, that the testator signified that the instrument was her instrument by acknowledging to them her signature previously affixed thereto.

The witnesses stated before me that the foregoing Will was executed and acknowledged by the testator as her Last Will and Testament in the presence of the witnesses who, in her presence and at her request, subscribed their names thereto as attesting witnesses and that the testator, at the time of the execution of the Will was over the age of eighteen (18) years and of sound and disposing mind and memory.

Jean K. Hoover
Testator

Mark E. Yugel
Witness

Beverly Bar
Witness

[Signature]
Witness

Subscribed, sworn and acknowledged before me by Jean Knight Hoover, the testator; subscribed and sworn before me by Mark E. Yugel, Beverly Bar and Therette Nelson, the witnesses; this the 10th day of September, A.D., 1999.

[Signature]
NOTARY PUBLIC

My Commission Expires:

10-28-2003

JKH

FILED

2019 MAY 17 2:00
WAKE COUNTY, CSC

Last Will and Testament

OF

RICHARD B. TELFAIR, JR.

I, RICHARD B. TELFAIR, JR., a resident of and domiciled in Wake County, North Carolina, being of sound mind and disposing memory, and after careful deliberation, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, and I hereby specifically revoke any and all Wills and Codicils heretofore made by me.

ITEM I

I specifically direct that my Executor, hereinafter named, shall give me a decent burial, shall pay the expenses of my last illness and all my funeral and burial expenses, all just debts and just obligations incurred by me and all administration expenses out of the first monies which may come into his hands belonging to my estate.

ITEM II

I direct that all estate and inheritance taxes and other taxes in the general nature thereof, which shall become payable upon or by reason of my death with respect to any property passing by or under the terms of this Will or any Codicil to it

RB Tg

hereafter executed by me, or with respect to the proceeds of any policy or policies of insurance on my life or with respect to any other property (including property over which I have a taxable power of appointment), included in my gross estate for the purpose of such taxes, shall be paid by my Executor out of my general estate, and I direct that no part of any such taxes be charged against or collected from the person receiving or in possession of the property taxed or receiving the benefits thereof, it being my intention that all such persons, devisees and beneficiaries shall receive full benefits without any diminution on account of such taxes.

ITEM III

I give and devise all of my property and estate, of whatsoever kind and wheresoever situated, whether real, personal or mixed, which I may own or have the right to dispose of at my death, to my wife, PEGGY M. TELFAIR, the same to be hers, absolutely and in fee simple.

ITEM IV

In the event that my wife, PEGGY M. TELFAIR, does not survive me, then I give and devise all of my property and estate, of whatsoever kind and wheresoever situated, which I may own or have the right to dispose of at my death, to my three children, JANE RANDOLPH TELFAIR, RICHARD BADGER TELFAIR, III and KIMBERLY ANNE TELFAIR. In the event that either of the

RBson

above named do not survive me, then the share such child would have taken, if living, shall go to the living issue per stirpes of such predeceased child. Such living issue representing its parent.

ITEM V

If my wife, PEGGY M. TELFAIR, and I shall die under such circumstances that there is not sufficient evidence to determine the order of our deaths, then it shall be presumed that she survived me and my estate shall be administered and distributed in all respects in accordance with such presumption.

ITEM VI

I do hereby constitute and appoint PEGGY M. TELFAIR as Executor of this my Last Will and Testament, according to the true intent and meaning thereof and direct that she shall serve without any bond being required. In the event that the above named person should predecease me, then I constitute and appoint RICHARD BADGER TELFAIR III to serve as Executor.

IN WITNESS WHEREOF, I, RICHARD B. TELFAIR, JR., the Testator, sign my name to this instrument, this 28th day of December, 1987, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Richard B. Telfair (SEAL)

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that RICHARD B. TELFAIR, JR., Testator, signs and executes this instrument as his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this Will as a witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

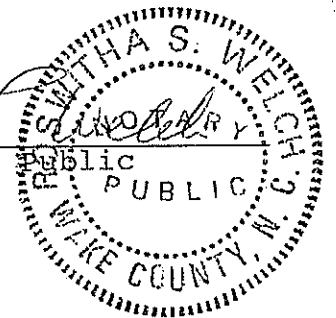
C. K. Brown, Jr.
Witness

Ronald Kent Campbell
Witness

NORTH CAROLINA -- WAKE COUNTY

Subscribed, sworn to, and acknowledged before me by RICHARD B. TELFAIR, JR., the Testator; and subscribed and sworn to before me by C. K. Brown, Jr. and Ronald Kent Campbell, the witnesses, this 28th day of December, 1987.

Rebecca S. Welch
Notary Public



My Commission Expires: 12/7/89

FILED

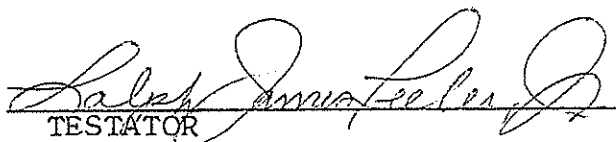
1996 SEP 18 AM 11:19

STATE OF NORTH CAROLINA WAKE COUNTY, C.S.C. LAST WILL AND TESTAMENT OF
COUNTY OF WAKE BY _____ RALPH JAMES PEELER, JR.

I, RALPH JAMES PEELER, JR., a resident of Raleigh, North Carolina, declare this to be my last will hereby revoking all wills and codicils heretofore made by me.

ARTICLE I. DEBTS. I direct that all of my just debts, my funeral expenses and the costs of administration of my estate be paid out of the assets of my estate as soon as practicable after my death. In the event that any property or interest in property passing under this will or by operation of law or otherwise by reason of my death shall be encumbered by a mortgage or a lien or shall be pledged to secure any obligation (whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be charged to or paid from my estate but that the devisee, legatee, joint owner taking by survivorship or beneficiary shall take such property or interest in property subject to all encumbrances existing at the time of my death.

ARTICLE II. TAXES. I direct that all estate and inheritance taxes and other taxes in the general nature thereof which shall become payable upon or by reason of my death with respect to any property passing by or under the terms of this will or any codicil to it hereafter executed by me, or with respect to the proceeds of any policy or policies of insurance on my life, or with respect to any other property included in my gross estate for the purpose of such taxes, shall be paid by my Executrix out of the principal of my residuary estate, and

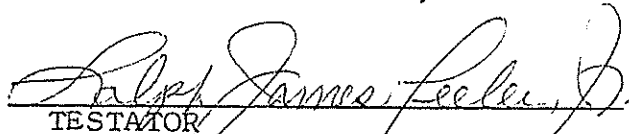

TESTATOR

I direct that no part of any of such taxes be charged against or collected from the person receiving or in possession of the property taxed, or receiving the benefit thereof, it being my intention that all such persons, legatees, devisees, surviving tenant by the entirety, appointees and beneficiaries receive full benefits without any diminution on account of such taxes.

ARTICLE III. PERSONAL PROPERTY. All of the furniture, furnishings, household goods, silverware, china and ornaments located in my residence are the property of my wife, SHIRLEY HODGE PEELER, and I hereby acknowledge and confirm her ownership of all such items. All of my clothing, jewelry, personal effects, automobiles, and all other tangible personal property not otherwise specifically bequeathed, owned by me at the time of my death, I bequeath to my wife, SHIRLEY HODGE PEELER. If my said wife shall not survive me, I bequeath all of the aforesaid property in equal shares to my children who shall be living at the time of my death.

ARTICLE IV. RESIDUE. All of the residue of the property which I may own at the time of my death, real or personal, tangible or intangible, of whatsoever nature and wheresoever situated, including all lapsed legacies and devises, I bequeath and devise in fee to my wife, SHIRLEY HODGE PEELER. If my said wife shall not survive me, I bequeath all of my residuary estate in equal shares to my children who shall be living at the time of my death.

ARTICLE V. AFTER-BORN CHILDREN. If subsequent to the execution of this will, there shall be an additional child or children of mine born to my wife, SHIRLEY HODGE PEELER, or adopted by me and if such child or children shall survive me, then and

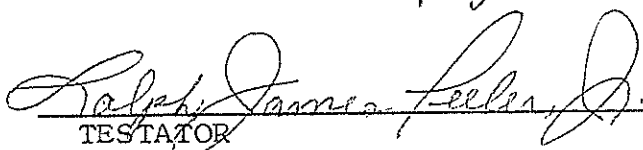

TESTATOR

in such event, such child or children shall share equally with my other children in the benefits, if any, of my estate which accrue to my children under the provisions of this will; and the provisions of this will shall be deemed modified to the extent necessary to effectuate such intention.

ARTICLE VI. SURVIVORSHIP. If my wife, SHIRLEY HODGE PEELER, and I shall die under such circumstances that there is not sufficient evidence to determine the order of our deaths, then it shall be presumed that I survived her; and my estate shall be administered and distributed, in all respects, in accordance with such presumption.

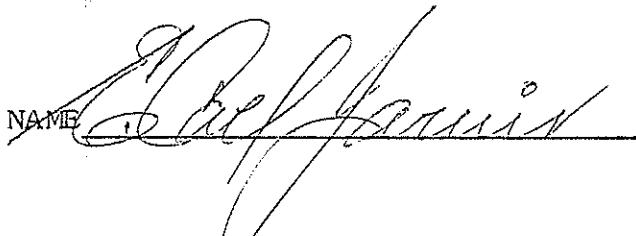
ARTICLE VII. EXECUTRIX. I appoint my wife, SHIRLEY HODGE PEELER, to be the Executrix of this my last will; and I vest my said Executrix with full power and authority to sell, transfer and convey any property, real or personal, which I may own at the time of my death at such time and price and upon such terms and conditions (including credit) as she may determine and to do every act and thing necessary or appropriate for the complete administration of my estate. I direct that she shall not be required to furnish any bond or other security for the faithful performance of her duties as such Executrix in any jurisdiction whatsoever, or if any bond be required, she shall not be required to furnish any sureties thereon.

IN WITNESS WHEREOF, I have signed each of the preceding two typewritten pages which together with this page and the following page containing the signatures of the witnesses constitute this my last will and testament and do hereunto set my hand and seal this eleventh day of May, 1967.

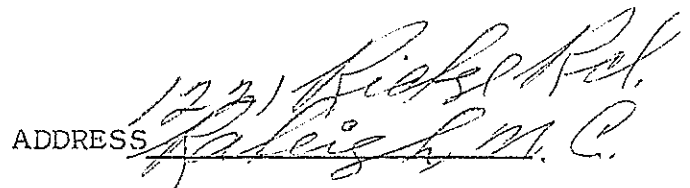
 (SEAL)
TESTATOR

The foregoing instrument, consisting of this and three preceding typewritten pages, was acknowledged by the testator, RALPH JAMES PEELER, JR., to be his last will and his signature on each of the three preceding pages was acknowledged to each of us by him. At his request and in his presence we have hereunto subscribed our names as witnesses.

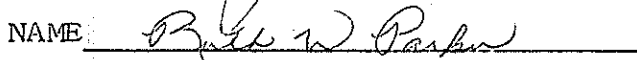
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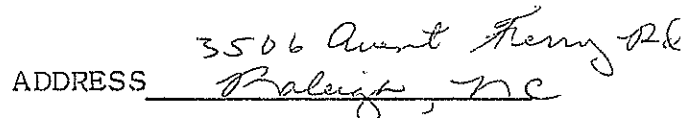
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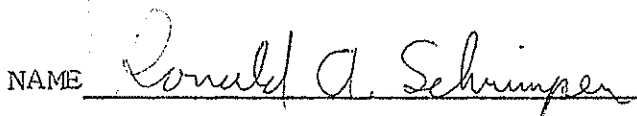
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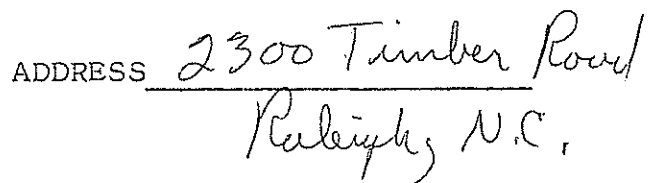
ADDRESS



NAME



ADDRESS



WAKE COUNTY, NC 123
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/07/2009 AT 11:13:26
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$554
BOOK:013657 PAGE:01946 - 01958

Instrument prepared by: Raleigh City Attorney's Office
Brief Description for Index: House Creek
Parcel Identifier: PIN# Out of 0794-18-7498
Mail after Recording to: City of Raleigh, Administrative Services Division
P. O. Box 590, Raleigh, N.C. 27602

STATE OF NORTH CAROLINA
WAKE COUNTY

\$554.00 Rev.

DEED OF NON-EXCLUSIVE
EASEMENT TO THE CITY OF
RALEIGH FOR GREENWAY
PURPOSES AND RESERVATION OF
RIGHTS

THIS DEED OF NON-EXCLUSIVE EASEMENT is made this 15 day
of July, 2009, by MEREDITH COLLEGE, a North Carolina non-profit
corporation, its successors or assigns, hereinafter referred to as the "Grantor", to the
CITY OF RALEIGH, a North Carolina municipal corporation, hereinafter referred to as
the "City"(referred to individually or collectively as "Party" or "Parties").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property, (the
"Property"), as hereinafter described; and

WHEREAS, the Property is a portion of two tracts of land, one located North of
Wade Avenue ("Tract 1") and the second tract located South of Wade Avenue ("Tract 2")
owned by the Grantor which are used for the single integrated use as an institution of
higher education and generally known as Meredith College (the "College"); and

WHEREAS, the Property has aesthetic, conservation, ecological, and recreational
values in its present natural state, which values should be preserved and maintained; and

WHEREAS, the City of Raleigh has established and presently manages the Capital Area Greenway Program, which has among its goals and objectives the acquisition and use by the public of Greenways along natural and scenic areas of the City; and

WHEREAS, the Grantor is willing to grant this non-exclusive Greenway Easement (the "Easement") in and over the Property, and the City has agreed to accept such Easement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, the Grantor has bargained and sold, and hereby sells, grants and conveys to the City, its successors and assigns forever, the Easement of the nature and to the extent hereinafter set forth, in and over the Property described as follows:

Being those areas identified as "Proposed City of Raleigh Greenway Easement", comprising 80,502 sq. ft. (1.85 acres), respectively, as shown on a survey plat prepared by ESP Associates, P.A., dated 3-18-08, entitled "CITY OF RALEIGH HOUSE CREEK GREENWAY PROJECT", and as further and more particularly described in Exhibit 1, attached.

The **TERMS, CONDITIONS, AND RESTRICTIONS** of this Greenway Easement are as follows:

ARTICLE I. PURPOSES, USES AND ACTIVITIES BY THE CITY AND THE PUBLIC

1. The purpose of the Easement is to preserve, protect, and maintain the Property as a natural area while allowing certain uses or activities of the Property as provided in this Easement.
2. The qualities of the Property intended to be protected under this Easement include conservation of the natural heritage of the area; water pollution control and abatement, ecological preservation; wildlife habitat management; preservation of the visual amenities of the Property; preservation of a natural ecosystem; and provision of a recreation resource to members of the public.
3. Subject expressly to those terms, conditions, and restrictions set forth herein, the Property shall remain in its present natural state as a conservation and recreation use area.

4. The City of Raleigh shall incorporate the Easement as a component of the Capital Area Greenway System of the City. Members of the general public shall have access to and use of the Easement, subject to the laws and ordinances of the City of Raleigh and the terms and conditions of this Easement for the purposes allowed under the official Greenway Program of the City, including walking, educational tours, scientific study of the Easement and its natural ecosystems, hiking, bike riding, jogging and picnicking. Such uses of the Easement shall all be in accord with the Capital Area Greenway Plan and Program.
5. The City may construct a greenway trail with 10 foot wide asphalt paved portion and 4-6 foot wide shoulders, portions of which may include bridge/boardwalk structures within the Easement, facilities and infrastructure improvements associated with greenway trail construction, and facilities incidental to and for the convenience of users of the Greenway Trail, such as litter receptacles, benches and facilities of similar purpose and scale. The construction of a greenway trail within the Easement shall be in accordance with officially adopted plans and specifications for the House Creek Greenway Trail, dated 04-07-2009, prepared by Wetherill Engineering, Inc., Consulting Engineers, copies of which are maintained in the offices of the City of Raleigh Parks and Recreation Department.
6. As part of the construction of the greenway trail to be located in the Easement, the City shall install a six (6) foot tall black chain link fence beginning at the northern end of the underground tunnel running from the tunnel to the northern property line of Meredith College. The fence shall have two gates located by mutual agreement of the Parties. Meredith College shall have the right to padlock either one or both of the gates in its discretion and to use the gates for pedestrian access to the Easement and its property lying between the Easement and the Cliff Benson Beltline.
7. As part of the construction of the greenway trail to be located in the Easement, the City, at no cost to Meredith College, shall relocate the gate that is currently located at the eastern end of the pedestrian bridge of the Cliff Benson Beltline to the northern end of the tunnel under Wade Avenue.
8. The City of Raleigh shall have the right and duty to maintain and repair all improvements and structures it locates in the Easement in good and attractive condition and to maintain the Easement a clean, natural state, consistent with the City's Master Greenway Plan.
9. There shall be no access by the City or the public at large granted by this Easement to any other property of the Grantor.

ARTICLE II. PROHIBITED AND RESTRICTED USES OR ACTIVITIES

A. Activities Prohibited.

Any activity on, or use of, the Property inconsistent with the purposes of this Easement is prohibited. By way of illustration and not limitation, the following activities and uses of the Property are expressly prohibited:

1. Industrial and Commercial Use. Industrial and commercial activities of any type, and ingress and/or egress for such purposes are prohibited. The term “industrial and commercial activities” shall not include scientific or educational uses or activities of the Easement by the Grantor or those granted permission by the Grantor that are not inconsistent with maintaining the Easement in a natural state and which only incidentally disturb or cut plants and trees.
2. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural and animal husbandry operations are prohibited.
3. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or disturbance of other natural features, including plant and animal life, except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of the paved or unpaved greenway trail and related convenience facilities, and public accesses allowed hereunder; (2) selective cutting and prescribed burning or clearing of vegetation, and the application of approved pesticides for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of non-native plants; and (3) scientific or educational studies conducted by the Grantor or conducted with the Grantor’s permission in connection with the Grantor’s educational mission.
4. Construction of Buildings, Structures, Signage. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Property, except for the following: Placing and display of no trespassing signs; greenway trail signs; signs identifying the conservation values of the Property, and/or signs identifying the Grantor as the owner of the property and the City as holder of this Greenway Easement; educational and interpretive signs; identification labels or any other similar temporary or permanent signs, as approved by the City.
5. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, or other minerals; and no change in the topography of the land in any manner except as necessary to prevent erosion or incidental to the greenway trail construction, conservation management activities or scientific or educational studies otherwise permitted by this Easement.

6. Wetlands and Water Quality. There shall be no pollution or alteration of water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion, nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by the State and any other appropriate authorities.
7. Dumping. Dumping of soil, trash, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the Property is prohibited.

ARTICLE III. RESERVATION OF RIGHTS BY THE GRANTOR

1. Fee Ownership. The Grantor shall remain the fee owners of the Property subject to this Easement for purposes of applicable land use regulations (including measurement of building setback distances, density credit transfers, and similar regulations); the payment of taxes on the Property; and other applicable laws and ordinances.
2. Non-Exclusive Easement. The Easement is non-exclusive. The Grantor expressly reserves the right to continue the use of the Property within the Easement for all purposes not inconsistent with this Easement.
3. Covenant and Indemnity. To the extent authorized by law, the City agrees to hold the Grantor harmless from liability for personal injury or property damage arising out of the rights and duties granted to the City in this Easement; provided, the Grantor shall not be held harmless from liability caused by its active fault or solely by the negligence of the Grantor, its agents, invitees, or contractors; or solely by acts of the Grantor, its agents, invitees, or contractors which violate the terms and conditions of this Easement.

The Parties acknowledge that the authority of a municipality to indemnify against claims has not been established by any N.C. statute or court decision; however, the Parties agree that the Grantor has not been compensated by the City for personal injury or property arising from or related to the rights and duties granted to the City in this Easement and in the event this covenant and indemnity shall be held to be unenforceable, the Parties agree to take all lawful measures and actions and to form such agreements as may be necessary or appropriate to provide the Grantor with protection which is equal to the protection intended by the Parties in this covenant and indemnity.

4. Other Uncompensated Risks or Costs Associated with this Easement. The Grantor and the City acknowledge that, for the Easement hereby conveyed, compensation has been paid to the Grantor based upon an appraisal of the value of the land and interest acquired, all according to an appraisal report prepared by Paramount Appraisal Group, Inc., dated April 9, 2008. Such compensation sum paid by the City to the Grantee does not include compensation for damage to the remaining property of the Grantor (in accord with conclusions contained in this appraisal report) and expressly does not compensate, for any further consequences of this acquisition so as to impair, diminish, or otherwise

restrict the development capability of the remaining land of the Grantor resulting from any changes in the land use and development regulations of the City of Raleigh subsequent to the date of this acquisition. Accordingly, the Grantor hereby expressly reserves any and all rights to assert in the future claims for damages to their remaining property attributable to any impairment, diminishment, or restriction in the development capability, potential, or intensity of their remaining property resulting from this easement acquisition, together with land use regulations adopted by the City of Raleigh subsequent to the date of this conveyance (the "Future Claims").

In the event Future Claims are identified by Meredith and asserted as grounds for additional compensation for the Easement acquired, the City will respond to such claims in good faith, and shall take all reasonable steps to reach a settlement of Meredith's claims, either by monetary compensation, or by curative actions or agreements as shall reasonably address such claims.

5. Specific Rights. By way of illustration and not limitation, the Grantor reserves for its students, employees, invitees, guests and agents, the rights: (a) to close the Property to the public during hours when the Greenway is not open to the public pursuant to the rules and regulations for Greenways promulgated by the City; (b) to install gates and other security equipment on the Property to control access to the Grantor's property during periods when the Greenway is not open to the public; provided, however, the Grantor and agents and employees of the City shall at all times have access to and be able to open and close or otherwise operate any and all gates or other structures installed by either the Grantor or the City on the Property; (c) to install utilities, walkways, driveways and facilities including, but not limited to, public water and sewer, electric, telephone cable, and data lines and stormwater control facilities and pipes; (d) to remove persons that are on the Property during periods when the Greenway is not open to the public and at times when the Greenway is open to the public if such persons are creating a safety or security risk for Grantor's students, employees, or agents; (e) to use the Property at all times as pedestrian access or otherwise use Grantor's property, including the property owned by the Grantor which lies between the Easement and the Cliff Benson Beltline; (f) to add additional landscaping on the Property consistent with the City's Easement; and (g) to implement such other reasonable security measures as it deems necessary and appropriate or as may be required by its insurance carrier; provided, however, Grantor will provide a minimum of thirty (30) days prior written notice to the Raleigh City Manager prior to installing or implementing additional security measures. In the event, the Grantor desires to construct structures or a passage for vehicles in the Easement to access its property lying between the Easement and Cliff Benson Beltline, Grantor shall submit its plan for such structures or passages which are located in and over the Easement to the Raleigh City Manager for review and approval as conforming to applicable code requirements, overall design consistency with the Easement and existing greenway trail located within the Easement, and matters of safety and liability, which approval shall not be unreasonably withheld. In any event, improvements, including structures, shall be subject to applicable code provisions, development plan review standards and requirements, and other regulatory requirements of governmental authorities; however, in no event shall the Grantor be actually or practically divested if its

access rights described in Article III, paragraph 7 below as a result of regulatory or other requirements imposed by the City.

6. Access between Tract 1 and Tract 2 of the College. At all times during construction, repair or maintenance of the greenway trail, the City shall maintain one lane for safe passage of vehicular traffic of the tunnel roadway connection between Tract 1 and Tract 2 of the College; provided, however, for a total period not to exceed one week during construction, vehicular access may be interrupted for brief periods not to exceed two hours for each interruption, as reasonably necessary for the placement of heavy steel and concrete components in the immediate area of the tunnel. At least monthly, the City shall provide the Grantor with a report on the progress of the City's construction and an updated construction schedule showing the anticipated dates and times that the existing access between Tract 1 and Tract 2 will be impaired. Upon the City's completion of its construction activities associated with the greenway trail, the City shall restore two lane roadway access between Tract 1 and Tract 2 to a condition at least equal to the condition existing before this Easement was granted.

7. Access to Grantor's property between the Easement and the Beltline. Grantor reserves up to two driveways of eighteen (18) foot width for vehicular ingress and egress across the Easement to its property lying between the Cliff Benson Beltline and the Easement at locations mutually agreeable to the Parties.

ARTICLE IV. ENFORCEMENT AND REMEDIES

1. Enforcement of the Easement. Subject to the provisions of Article III hereof, the City shall have authority and responsibility for enforcement of the terms of this Easement. Any forbearance by the by either Party to exercise rights hereunder in the event of breach of any term, condition, or restriction shall not be deemed or construed to be a waiver of any right of enforcement. No delay or omission by either Party in the exercise of any right or remedy shall impair such right or remedy, or be construed as a waiver.

2. Oversight; Inspections. Subject to the provisions of Article III hereof, the City may provide for the day-to-day inspection, oversight, and enforcement on the Easement Area of its rules governing activities and uses of City-owned parks, including property comprising a part of the City's Greenway system. Such inspection, oversight, and enforcement will be the responsibility of the City Police personnel. In addition to such control and oversight over the Easement by City Police, other officers of the City, their employees, agents and successors and assigns, shall have the right to enter the Easement for the purpose of inspecting such area to assess compliance with the various terms, conditions, and restrictions of the Easement. Upon the written request of the Grantor, the City Police personnel as well as other officers of the City shall expand their day-to-day inspection and oversight to include the property owned by the Grantor lying between the Cliff Benson Beltline and the Easement.

3. **Breach of Conditions; Remedies Generally.** Upon breach of any of the terms and conditions of this Easement by the either Party, or anyone acting for or under authority of either Party, the non-defaulting Party shall, except as provided below, notify the defaulting Party in writing of such breach. The defaulting Party shall have 30 days after receipt of such notice to correct any conditions constituting such breach. If the breach remains uncorrected after 30 days, the non-defaulting Party may enforce this Easement by any appropriate legal proceedings, including actions for damages, injunctive, and other relief. In addition, either Party shall also have the further power and authority to:

- (a) immediately abate or prevent any impairment or degradation of the property subject to the Easement by acts which may be unlawful or otherwise in violation of this Easement; and
- (b) otherwise preserve or protect its interest in the Property; and
- (c) seek damages from any appropriate person or entity.

TO HAVE AND TO HOLD the right, privileges, and easements herein granted to the City, their successors and assigns forever. The Easement shall be in gross, shall run with the land as a perpetual servitude, and shall be binding upon the Grantor and its agents, heirs, successors and assigns forever.

AND THE GRANTOR COVENANTS that it is vested of the premises in fee and have the right to convey the herein described Easement in and over the same; that the Property is free from encumbrances except as to matters of record, and that the Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed the foregoing through the signatures of their duly authorized officers, under seal, as the act and deed of the Grantor, the day and year first above written.

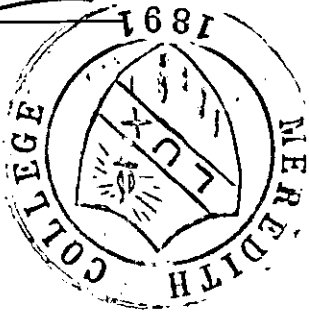
GRANTOR

MEREDITH COLLEGE

BY: Maurice A. Harper

ATTEST:

BY: N. Jackson
N. JACKSON
SECRETARY



CITY OF RALEIGH

BY: [Signature]



ATTEST:

BY: [Signature]

NORTH CAROLINA
COUNTY OF WAKE

CORPORATE
ACKNOWLEDGEMENT

This is to certify that on the 18th day of June, 2009, before me personally came Maurice A. Hartford, with whom I am personally acquainted, who, being be me duly sworn, says that (s) he is the ~~(vice)~~ president of Meredith College, the corporation and principal named in the foregoing and attached instrument; that the name of the corporation was subscribed thereto by the said (vice) president, all by order of the Board of Trustees of said corporation, and that the instrument is the act and deed of said corporation.



Witness my hand and official seal this the 18th day of June, 2009.

Denise B. Bauer
Notary Public

NORTH CAROLINA
Wake COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he/she is Mayor of the City of Raleigh, a municipal corporation, and that he/she, as Mayor, being authorized to do so, voluntarily signed the foregoing document on behalf of the corporation for the purpose stated therein and in the capacity indicated: (insert name and capacity here): Charles C. Meeker

Date: July 15, 2009 Valorie D. Lykes
Valorie D. Lykes, Notary Public
(Print Name)

My commission expires:
6/26/2010

[OFFICIAL SEAL]

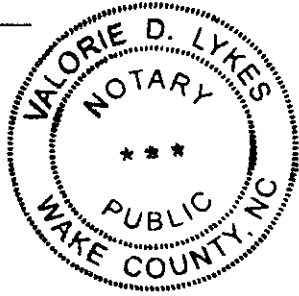


EXHIBIT I

**House Creek Greenway Project
Legal Description of Proposed Greenway Easements
On the Meredith Parcel**

**Now of Formerly
Meredith College
A Portion of PIN: 0794-18-7498
Deed Book 1583 Page 678**

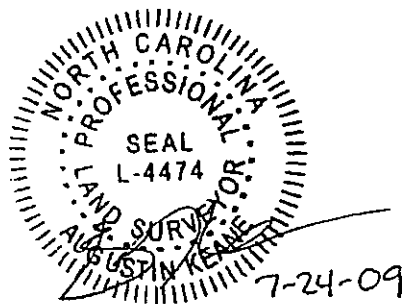
This legal description is not the result of a boundary survey. It is a result of a compilation of existing deeds and maps of record and supplemented with information collected by field surveys.

All that tract or parcel of land lying and being in Raleigh Township, Wake County, North Carolina and being more particularly described as follows:

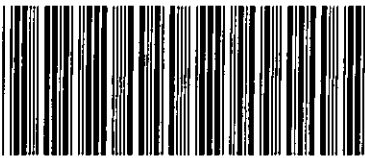
Commencing at the Point of Beginning, being a 5/8" rebar set, located on the northern property line of Meredith College and having localized North Carolina Grid Coordinates (US Survey Feet) of Northing 749221.4677', Easting 2091184.8788', proceeding thence leaving said property line S 09°14'42" W 13.72' to a 5/8" rebar set, thence S 40°47'02" W 108.11' to a 5/8" rebar set, thence S 40°47'02" W 119.18' to a 5/8" rebar set, thence S 46°12'17" E 33.24' to a 5/8" rebar set, thence S 17°08'01" E 24.93' to a 5/8" rebar set, thence S 38°23'48" W 24.76' to a 5/8" rebar set, thence S 65°41'55" W 45.40' to a computed point in a 15" Poplar, thence S 19°57'44" E 48.12' to a 5/8" rebar set, thence S 00°03'57" E 58.92' to computed point in a 15" White Oak, thence S 12°33'32" W 49.49' to a 5/8" rebar set, thence S 05°48'46" E 47.58' to a 5/8" rebar set, thence S 26°14'52" E 64.25' to a 5/8" rebar set, thence S 57°46'54" E 57.88' to a 5/8" rebar set, thence N 50°29'47" E 69.96' to a 5/8" rebar set, thence S 46°08'09" E 92.43' to a 5/8" rebar set, thence S 10°28'41" W 54.89' to a 5/8" rebar set, thence S 55°46'12" E 21.54' to a 5/8" rebar set, thence S 01°18'14" E 79.13' to a 5/8" rebar set, thence S 30°31'03" W 120.49' to a 5/8" rebar set, thence S 12°13'33" E 46.76' to a 5/8" rebar set, thence S 64°19'43" E 36.85' to a 5/8" rebar set in existing Greenway Easement (BM 2003, Pg 49), thence along said easement N 84°08'58" W 38.10' to a 5/8" rebar set, thence N 63°52'55" W 79.50' to a 5/8" rebar set in the Right-of-Way of Cliff Benson Beltway (I-440) variable R/W width, thence leaving said existing easement and along said R/W N 43°11'23" W 2.38' to a 5/8" rebar set, thence leaving said R/W N 27°33'09" E 62.07' to a 5/8" rebar set, thence N 14°09'47" E 77.22' to a 5/8" rebar set, thence N 52°58'09" W 72.42' to a 5/8" rebar set, thence N 22°21'32" E 48.78' to a 5/8" rebar set, thence N 57°46'54" W 156.79' to a 5/8" rebar set, thence N 28°57'07" W 26.46' to a 5/8" rebar set, thence N 00°07'42" E 99.47' to a 5/8" rebar set, thence N 17°24'31" E 59.88' to a 5/8" rebar set, thence N 00°15'31" W 35.84' to a 5/8" rebar set, thence N 27°33'27" W 48.44' to a 5/8" rebar set, thence N 09°34'33" W 61.53' to a 5/8" rebar set, thence N 30°41'28" E 61.21' to a 5/8" rebar set, thence N 43°58'09" E 91.50' to a 5/8" rebar set, thence N 25°30'53" E 32.67' to a 5/8" rebar set, thence N 63°48'30" W 74.05' to a 5/8" rebar set, thence N 26°11'30" E 55.76' to a 5/8" rebar set on north property line of Meredith College, thence along said property line S 88°46'02" E 38.13' to a 5/8" rebar set, thence leaving said property line S 73°20'49" E 46.38' to a 5/8" rebar set, thence N 43°49'52" E 16.75' to a 5/8" rebar set on northern property line of Meredith College,

thence along said property line S 88°46'02" E 77.53' to the Point of Beginning containing 78,907 square feet (1.81 acres)

The localized coordinate system developed for this project, is based on N.C. State Plane Lambert projection coordinates, established by ESP Associates, PA for monument "CAP-108" having NAD-83 State Plane Coordinates of Northing 752,167.5182' Easting 2,092,414.2370', Elevation of 312.69'. The average combined grid factor used on this project (Ground to Grid) is: 0.999903878. All linear dimensions are horizontal ground distances. The vertical datum used for this project is N.A.V.D. 1988.



Augustin D Keane, PLS L-4474



BOOK:013657 PAGE:1946 - 1958

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages
13



BK5483PG0568

When recorded, return to
Womble Carlyle Sandridge & Rice
P.O. Box 831
Raleigh, NC 27602
Attention: Elizabeth L. Riley

000321

PRESENTED
FOR
REGISTRATION

93 JAN 27 PM 2: 28

KENNETH C. WILKINS
REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF WAKE

-0- Rev.

DEED OF RIGHT-OF-WAY AND
EASEMENT FOR PUBLIC ROAD
IMPROVEMENT, SLOPING,
LANDSCAPING AND TEMPORARY
CONSTRUCTION PURPOSES

THIS DEED OF RIGHT-OF-WAY AND EASEMENT is made and entered into this 31st day of December, 1992, by and between MEREDITH COLLEGE, INC., a non-profit corporation, hereinafter referred to as the "Grantor," and THE CITY OF RALEIGH, a municipal corporation of the State of North Carolina, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of that certain real property hereinafter described in Exhibit A attached hereto (hereinafter referred to as the "Permanent Right-of-Way," or "Right-of-Way") and real property hereinafter described in Exhibit B attached hereto (hereinafter referred to as the "Slope Easement" or "Easement") both of which are also described on a Map prepared by the City of Raleigh, Department of Central Engineering, entitled Faircloth Street Right of Way Acquisition, dated October 9, 1992, and recorded in Book of Maps 1993, Page 59, Wake County Registry (the "Plat"), and has agreed to convey to the City, according to the terms and subject the reservations of rights as set forth below, the Permanent Right-of-Way and Slope Easement hereinafter described; and,

WHEREAS, the City has proposed to use the Right-of-Way and Slope Easement along Faircloth Street for purposes of possible widening and improvement of Faircloth Street as a requirement of approval of the Meredith College Long Range Plan, PA-106-90, which was approved with conditions by the Raleigh City Council on June 16, 1992,

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. For valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor, subject to the reservations of rights and use set out below, does hereby grant, sell and convey unto the City, its successors and assigns, the Permanent Right-of-Way and Slope Easement and the right, privilege, now and hereafter, to construct, improve, reconstruct, replace, inspect, repair, widen, maintain and use a public street (currently known as Faircloth Street), including related and customary uses of street right-of-way such as sidewalk, bike path, sanitary sewer, storm drain, water supply, landscaping, cable television, electric power and telephone transmission purposes in, upon and across the Permanent Right-of-Way consisting of the property located in Wake County, within the area designated "Proposed/RW" as shown on the Plat, incorporated herein by this reference, and as more fully described on Exhibit A

hereto, and the right to cut, grade, reduce, contour, and fill the area within the Slope Easement consisting of the area designated on the Plat as "Slope Easement," incorporated herein by this reference, and as more fully described on Exhibit B hereto; to have and to hold the aforesaid Right-of-Way and Slope Easement and all privileges and rights thereunto belonging to the City, its successors and assigns forever, subject to the reservations and conditions listed below.

2. The City shall be entitled to use the Right-of-Way for the purposes of widening Faircloth Street and carrying on therein all construction, installation, and acquisition activities necessary for the widening of said street in accordance with generally accepted engineering and construction practices and shall be entitled to use the Slope Easement in accordance with generally accepted engineering practices as necessary and appropriate for excavating, sloping, cutting, filling and contouring the area within the Slope Easement in order to support and accommodate the construction, installation, and acquisition of improvements in the adjacent Right-of-Way;

3. Following completion of construction in the Right-of-Way and any necessary contouring, grading, cutting, and filling in the Slope Easement, the area within the Right-of-Way and the Slope Easement shall be graded, stabilized and restored, using conventional engineering and landscaping methods. At its option, the City may plant and maintain trees, shrubs and other landscaping materials within the Slope Easement, such landscaping and materials to be planted, located or installed within six months from final completion and acceptance of the Faircloth Street construction project;

4. The City is authorized hereunder to remove and keep removed from the Right-of-Way and Slope Easement all trees, vegetation and other visual obstructions as necessary to improve, widen keep safe and otherwise maintain Faircloth Street.

5. The Grantor reserves from the grant made herein and retains for itself, its successors and assigns, the right, to plant and maintain trees, shrubs, flowers, grasses, ground covers and other landscape materials within the Right-of-Way and Slope Easement, to the extent that such planting does not interfere with the use of the Right-of-Way and Slope Easement by the City and conforms to City planning standards.

6. The City acknowledges the existence of permanent physical improvements on the area within the Right-of-Way and Slope Easement consisting of stone walls, gates and fences. The Grantor reserves unto itself the right to maintain and repair without cost to the City, the stone walls, gates and fences within the Right-of-Way and Slope Easement area subject to the proviso hereinafter set out. The Grantor shall be fully responsible for any and all property damage or injury to any person, without any cost to the City, which results from the maintenance of the walls, gates and fences within the right-of-way. Provided, however, if it should be necessary to remove or relocate the existing stone walls, gates and fences as a result of the construction and installation incidental to the widening of Faircloth Street within the Right-of-Way or any work performed within the Slope Easement, or such walls, fences and gates are damaged by such construction and installation, the City or other public entity undertaking the widening of Faircloth Street will either (i) dismantle and relocate the stone walls, gates and fences in accordance with working drawings or plans therefor approved by the Grantor, (ii) will pay the full replacement cost thereof to the Grantor, such replacement to be undertaken thereafter by Grantor, or (iii) any combination thereof. At the City's election the City may

replace the gates, walls and fences with equivalent physical improvements. The Grantor hereby grants to the City the necessary temporary rights of access and ingress and a temporary construction easement necessary for the City to undertake the reinstallation or replacement of the stone walls, gates and fences. In the event the City elects pursuant to its agreements with the Grantor to require the Grantor to undertake the widening of Faircloth Street within the Right-of-Way the provisions of this paragraph 6 shall nevertheless be applicable.

7. The Grantor reserves to itself, for its benefit and the benefit of its successors and assigns, the continued right to direct access to and from Faircloth Street through a curb cut driveway and entrance thereon for the purposes of pedestrian and vehicular ingress, egress, and regress, to and from Faircloth Street and the Grantor's campus. The Grantor hereby grants to the City a driveway construction easement as necessary and incidental to tying the existing driveway into the elevation of the newly constructed street.

8. A further TEMPORARY EASEMENT for purposes necessary and incidental to the construction and installation of the street widening project within the Right-of-Way and the necessary cutting, contouring, filling, and grading of the area within the Slope Easement, such as for the storing of materials and the movement of vehicles and the temporary parking of such vehicles and equipment on and over that area situated immediately west of and adjacent to the Slope Easement and extending 30 feet west of and along the westerly boundary of the Slope Easement is hereby granted by the Grantor to the City.

9. Following the improvement, widening or construction of Faircloth Street within the Permanent Right-of-Way and Slope Easement herein described, the Temporary Easement interest herein conveyed to the City shall terminate; and further, the City shall re-grade, mulch and re-seed or otherwise restore all disturbed areas within the Permanent Right-of-Way, Slope Easement and Temporary Easement, in accordance with generally accepted landscaping and engineering practices.

10. The Grantor shall in all other respects remain the fee owner of the property and area subject to the Right-of-Way and Slope Easement granted hereby, and may make all lawful uses of the property not inconsistent with the terms and conditions of this Agreement, provided there be no damage to the lateral and subjacent support of the public street and/or sidewalk or to any stormwater drainage facilities constructed or installed in the Right-of-Way. Nothing herein shall be construed to grant to the City any right of access through, over or across any other property of the Grantor except that lying within the Right-of-Way, Slope Easement and Temporary Easement herein described and conveyed.

TO HAVE AND TO HOLD the above-described Right-of-Way, Slope Easement and Temporary Easement for the purposes enumerated and subject to the reservations and conditions above, unto the City of Raleigh, its successors and assigns in perpetuity.

The Grantor for itself, its successors and assigns hereby warrants and covenants that it is the owner of the property described above; that it has the right to grant this Right-of-Way and Slope Easement and Temporary Easement and will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor and City have caused this instrument to

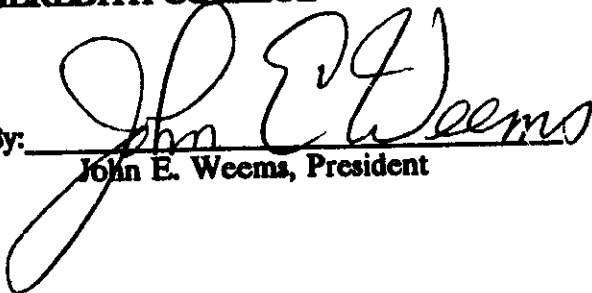
BK5483PG0571

be signed in their respective corporate names by their duly appointed or elected officers, their corporate seals to be affixed, and attested by their proper officers, this the day and year first above written.

MEREDITH COLLEGE

ATTEST:

By:


John E. Weems, President

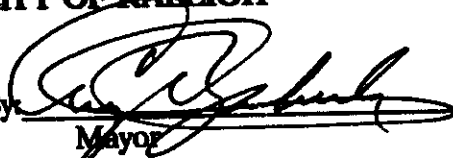
By:


LaRose F. Spooner, Secretary

[CORPORATE SEAL]

CITY OF RALEIGH

By:


Mayor

ATTEST:



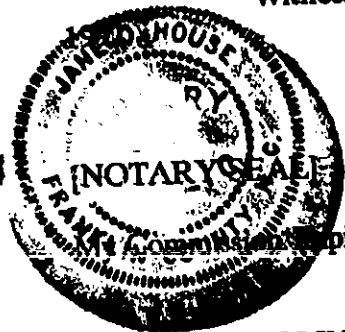
Secretary

NORTH CAROLINA

WAKE COUNTY

I, Jane O. House, a Notary Public of Wake County, North Carolina, do hereby certify that LaRose F. Spooner personally came before me this day and acknowledged that she is Secretary of Meredith College, a 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 Secretary.

Witness my hand and notarial seal, this the 29th day of December,



Jane O. House
Notary Public

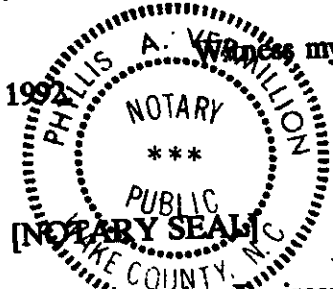
My Commission Expires: 1-3-95

NORTH CAROLINA

WAKE COUNTY

I, Phyllis A. Vermillion, a Notary Public of Wake County, North Carolina, do hereby certify that Greg C. Upchurch, Mayor and Brenda Hart, Dep. Clerk personally came before me this day and each being duly sworn, declared that they signed the foregoing Deed of Right-of-Way and Easement for Public Road Improvement, Sloping, Landscaping and Temporary Construction Purposes in behalf of the City of Raleigh, a municipal corporation in the capacity indicated, that they were duly authorized to sign in such capacity and that the statements therein contained are true and correct.

Witness my hand and official seal, this the 31st day of December.



Phyllis A. Vermillion
Notary Public

My Commission Expires: Jan. 17, 1995

PROPERTY DESCRIPTION APPROVED:

Approved as to form:

Joseph W. Boone
(Assistant) Chief City Engineer

Im J. Bohmick
(Deputy) City Attorney

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of

Jane O. House
Phyllis A. Vermillion

Notary(y) 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.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Asst/Deputy Register of Deeds

EXHIBIT A

Permanent Right-of-Way on Faircloth Street of 45,670 square feet of thoroughfare right-of-way. The following lying and being in Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being located in the Northerly right-of-way margin of Hillsborough Street, said point being located South 89 degrees, 2 minutes, 23 seconds West, a distance of 75 feet from the existing Northeasterly corner of the intersection of Faircloth Street and Hillsborough Street and running thence the following courses and distances: North 46 degrees, 20 minutes, 21 seconds East, 79.52 feet; North 3 degrees, 42 minutes, 22 seconds East, 222.59 feet; North 05 degrees, 42 minutes, 38 seconds East, 200.12 feet; North 03 degrees, 42 minutes, 22 seconds East, 256.92 feet; that's along a curve to the left having a chord course and distance of North 03 degrees, 26 minutes, 24 seconds East, 99.66 feet, a radius of 1,730.03 feet and an arc distance of 99.66 feet; thence North 3 degrees, 10 minutes, 26 seconds East, 586.16 feet; thence along a curve to the left having a chord course and distance of North 03 degrees, 05 minutes, 13 seconds East, 99.89 feet, a radius of 32,906.46 feet and an arc distance of 99.89 feet; North 03 degrees, 00 minutes, 00 seconds East, 44.82 feet; North 01 degrees, 39 minutes, 48 seconds East, 300.08 feet; North 03 degrees, 00 minutes, 00 seconds East, 663.80 feet; thence along the existing Westerly right-of-way margin of Faircloth Street the following course and distances: South 31 degrees, 43 minutes, 40 seconds East, 38.10 feet; South 03 degrees, 00 minutes, 35 seconds West, 1219.17 feet; South 86 degrees, 59 minutes, 25 seconds East, 1.90 feet; South 03 degrees, 38 minutes, 20 seconds West, 1275.95 feet; thence South 89 degrees, 02 minutes, 23 seconds West, 75 feet to the point and place of beginning.

The foregoing described property being the area within the area designated "Proposed R/W" on that certain Plat prepared by the City of Raleigh Department of Central Engineering entitled Faircloth Street Right-of-Way Acquisition at Meredith College, Tax Parcel 492-24, dated October 9, 1992 and recorded in Book of Maps 1993, page 59, Wake County Registry.

EXHIBIT B

Slope Easement on Faircloth Street of 34,005 square feet of thoroughfare slope easement. The following lying and being in Wake County, North Carolina, and being more particularly described as follows:

THE AREA immediately adjacent to and West of the area designated as "Proposed R/W" for Faircloth Street as shown on that certain Plat prepared by the City of Raleigh Department of Central Engineering entitled Faircloth Street *Right-of-Way Acquisition at Meredith College*, Tax Parcel 492-24, dated October 9, 1992 and recorded in Book of Maps 1993, page 59, Wake County Registry and bounded on the East by the proposed westerly right-of-way margin of Faircloth Street, bounded on the West by the broken line designated on the Plat as Slope Easement and bounded on the North by the existing right-of-way margin of the southwesterly corner of the intersection of Wade Avenue and Faircloth Street, currently existing, and bounded on the South by the proposed right-of-way margin of the northwestern corner of the intersection of Faircloth Street and Hillsborough Street, all as shown on said Plat.

This deed drawn by POYNER, GERAGHTY, HARTSFIELD & TOWNSEND

NORTH CAROLINA—Wake County.

CORPORATION DEED

THIS DEED, Made this 23rd day of July, 1968 by

MACGREGOR DOWNS, INC.

a corporation organized and existing under the laws of the State of North Carolina
 having its principal office in Wake County, State of North Carolina Grantor,
 To BERNARD P. WHITEHOUSE and wife, EDITH C. WHITEHOUSE

Wake County, North Carolina; Witnesseth: That the Grantor, in consideration of Ten Dollars and other valuable considerations to it paid by the Grantees, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantees, their heirs, or successors, and assigns, the parcel(s) of land in Wake County, North Carolina, in

and more particularly described as follows:

BEGINNING at a point in the northeastern edge of the right of way of Dumbarton Court, said point being South 25 degrees 40 minutes East 125.73 feet from the point where said right of way begins to curve into the right of way of Queensferry Road, said point also being the southernmost corner of Lot 274 of MacGregor Downs according to a map recorded in Book of Maps 1967, Page 299 of the Wake County Registry; thence with Lot 274 North 59 degrees 40 minutes East 271.94 feet to a point; thence South 48 degrees 24 minutes East 52.57 feet to a point, a corner of Lot 272 according to the map hereinafter referred to; thence with Lot 272 South 59 degrees 38 minutes West 76.28 feet to a point; thence continuing with Lot 272 South 32 degrees 28 minutes West 223.99 feet to a point in the northeastern edge of the right of way of Dumbarton Court; thence in a northwesterly direction with the arc of the curve of Dumbarton Court 95 feet to a point; thence continuing with said right of way of Dumbarton Court North 25 degrees 40 minutes West 60 feet to the point of BEGINNING, and being all of Lot 273 according to a map of a portion of MacGregor Downs dated June 3, 1968, prepared by John A. Edwards & Company and recorded in Book of Maps 1968, Volume I, Page 90 of the Wake County Registry, North Carolina.

THIS CONVEYANCE is made subject to restrictive covenants recorded in Book 1802, Page 538 of the Wake County Registry, North Carolina, and to lien of ad valorem taxes on said land for 1968.

This property was conveyed to Grantor by deed dated Dec. 1, 1966 recorded in Book 1754 Page 232 Wake County Registry. TO HAVE AND TO HOLD the aforesaid parcel(s) of land and all privileges and appurtenances thereunto belonging to the said Grantees, their heirs, or successors, and assigns forever.

And the said Grantor, for itself, its successors and assigns, covenants with the Grantees, their heirs, or successors, and assigns that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that it will warrant and defend the said title to the same against the 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 TESTIMONY WHEREOF, the said Grantor has caused this instrument to be signed in its corporate name by its president, its corporate seal hereunto affixed, and attested by its secretary, by order of its Board of Directors, this the day and year first above written.

Attest

Ralph E. Forrest
 Ralph E. Forrest, Secretary

Secretary

MACGREGOR DOWNS, INC.

Name of Corporation

By

[Signature]
 President

President

(Type name
 under each
 signature)

STATE OF NORTH CAROLINA—Wake County.

This is to certify that on the 23rd day of July, 1968, before me personally came C. C. Harris

(president, vice-president, secretary, or assistant, secretary), with whom I am personally acquainted, who, being by me duly sworn, says that he is the Vice President,

and Ralph E. Forrest is the Secretary of MacGregor Downs, Inc., the corporation described in and which

executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Vice President,

and that the said Vice President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed

of said corporation. Witness my hand and official seal this the 23rd day of July, 1968

NOTARIAL SEAL HERE
 (Seal must be impressed sufficiently
 for Notary's name to be readable)

J. L. Cuddy
 Notary Public.
 My commission expires: Feb. 25, 1969

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of

J. L. Cuddy

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1830 Page 250

This 26 day of July, 1968, at 5:00 o'clock P. M.

J. A. ROWLAND, Register of Deeds.

By

Alice J. Dean
 Deputy Register of Deeds

WAKE COUNTY

STATE OF
 NORTH CAROLINA
 JUL 26 '68

Real Estate
 Excise Tax
 08.50