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TIP No: U-2719 Project No: 35869.1.2 County: WAKE

Project I-440/US 1 SOUTH OF SR 1313 (WALNUT STREET) TO NORTH OF JONES FRANKLIN ROAD (SECTION 1)

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WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09-29-2016 AT 11:29:07
STATE OF NC REAL ESTATE
EXCISE TAX: $2,098.00
BOOK: 016549 PAGE: 01769 - 01772

Drafted by: Lawrence A. Moye, IV, Womble Carlyle Sandridge & Rice, LLP
Mail after recording to: Marty E. Miller, Cary Law/Miller & Associates, PLLC
315 N. Academy Street, Suite 100, Cary, North Carolina 27513

No title search or verification of legal description performed by the drafter of this Deed.
The property conveyed does not include the personal residence of the Grantor.

$2,098.00 Revenue Stamps

NORTH CAROLINA)
)
WAKE COUNTY)

SPECIAL WARRANTY DEED

PIN: 0773513409

THIS DEED made this 29th day of September, 2016, by and between **BAKER BROWN BUILDING INCORPORATED, a North Carolina business corporation**, hereinafter referred to as "Grantor," whose address is 1500 Piney Plains Road, Suite 102-A, Cary, North Carolina 27518; and **JS LEE PROPERTY, LLC**, hereinafter referred to as "Grantee," whose address is 1500 Piney Plains Road, Suite 101, Cary, North Carolina 27518. 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 to it 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, a certain tract or parcel of land lying and being in the Town of Cary, Wake County, North Carolina, approximately 0.1 mile southwest of the intersection of Secondary Road No. 1423 (Piney Plain Road) with Secondary Road No. 1313 (Cary-Macedonia Road), and on the northwest side of and adjoining the right-of-way of paved Secondary Road No. 1423. Bounded on the southeast by Secondary Road No. 1423 (Piney Plain Road), on the southwest by South Hills Baptist Church, Inc. and now or formerly Joseph H. Pridgen, and on the north by U.S. Highway 1 and No. 64, and on the east by now or formerly Francis W. Dellinger and wife Wanda King Dellinger, and being more particularly described as follows:

Submitted electronically by Miller and Associates in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

Beginning at an existing right-of-way monument in the southern right-of-way of U.S. Highway No. 1 and No. 64, said monument having North Carolina Grid Coordinates N(y) = 731,484.95 feet and E(x) = 2,075,164.48 feet, and being located South 79°15'28" West 183.91 feet from a new iron pipe being the intersection of the southern right-of-way of U.S. Highway No. 1 and No. 64 and the former northwestern right-of-way of an abandoned section of Secondary Road No. 1423; thence with the southern right-of-way of U.S. Highway No. 1 and No. 64, North 79°15'28" East 183.91 feet to a new iron pipe; thence with said southern right-of-way, North 79°15'28" East 24.44 feet to a new iron pipe, said iron pipe being the intersection of said southern right-of-way and the former centerline of an abandoned section of Secondary Road No. 1423, thence with the former centerline of an abandoned section of Secondary Road No. 1423 (Piney Plain Road) the following three (3) calls: (1) along a curve to the right having a radius of 501.59 feet, an arc length of 163.768 feet, and a chord bearing of South 20°28'38" West a chord distance of 163.04 feet to a new iron pipe being the intersection of said former centerline and the northeastern right-of-way of a relocated section of Secondary Road No. 1423, (2) along a curve to the right having a radius of 501.59 feet, an arc length of 40.15 feet, and a chord bearing of South 32°06'46" West a chord distance of 40.14 feet to the point of tangency, and (3) South 34°34'36" West 58.62 feet to a point; thence with a newly created line, North 54°14'25" West 26.13 feet to an existing iron pipe in the northwestern right-of-way of said abandoned section of Secondary Road No. 1423, said iron pipe being the southeastern corner of the lands conveyed to Joseph H. Pridgen by deed recorded in Deed Book 2367, page 441, Wake County Registry, and being the southern corner of the lands conveyed to Bernard Andrew Brown and wife Karlene S. Brown by deed recorded in Deed Book 3596, page 903, Wake County Registry; thence with the northeastern line of Joseph H. Pridgen, North 54°14'25" West 225.06 feet to an existing iron pipe, said iron pipe being Joseph H. Pridgen's northern corner and the northerly eastern corner of the lands conveyed to South Hills Baptist Church, Inc. by deed recorded in Deed Book 1920, page 215, Wake County Registry; thence with the northeastern line of South Hills Baptist Church, Inc., North 54°14'25" West 54.00 feet to an existing iron pipe in the southern right-of-way of U.S. Highway No. 1 and No. 64, said iron pipe being located North 83°25'25" East 36.99 feet from an existing right-of-way monument, thence with the southern right-of-way of U.S. Highway No. 1 and No. 64, North 83°25'25" East 155.62 feet to the Beginning, containing 0.930 acre, more or less, as shown on a map by Derward W. Baker and Associates, P.A. as revised March 2, 1988, using North Carolina Grid Meridian, and being all the lands conveyed to Bernard Andrew Brown and wife Karlene S. Brown by deed recorded in Deed Book 3596, Page 903, Wake County Registry, and an abandoned section of Secondary Road No. 1423, as shown on N.C.D.O.T. plans, project numbers 8.1475303 and 8.1475203 and according to the Board of Transportations minutes, dated February 12, 1988, recorded in Minute Book 17A, Page 3490, approved as Addendum 7 to the minutes of the December 9, 1977 Board of Transportation meeting.

This being the same property conveyed to Grantor by Instrument recorded at Book 4302, Pages 181-85, Wake County Registry.

TOGETHER WITH AND SUBJECT TO all easements, rights of way and conditions, covenants and restrictions of record.

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

And the Grantor covenants with the Grantee that the Grantor has done nothing to impair such title as Grantor received it, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, subject to the following:

All easements, rights of way and restrictive covenants of record, such state of facts as would be disclosed by a current and accurate land survey, utility lines and improvements located on the Property, and 2016 ad valorem taxes.

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

BAKER BROWN BUILDING INCORPORATED, a North Carolina business corporation

By: Myrtas F. Baker (SEAL)
Myrtas F. Baker, President

By: Karlene S. Brown (SEAL)
Karlene S. Brown, Vice President
(a/k/a Karleen S. Brown)

State of North Carolina, County of Wake:

I certify that **MYRTAS F. BAKER** personally appeared before me this day, acknowledging to me that she signed the foregoing Special Warranty Deed for the purpose stated therein and in the capacity indicated.

Date: 09/29/2016

Cecil Bell Jr
(official signature of Notary)

Cecil Bell, Jr., Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 09/19/2017

State of North Carolina, County of Wake:

I certify that **KARLENE S. BROWN (a/k/a KARLEEN S. BROWN)** personally appeared before me this day, acknowledging to me that she signed the foregoing Special Warranty Deed for the purpose stated therein and in the capacity indicated.

Date: 09/29/2016

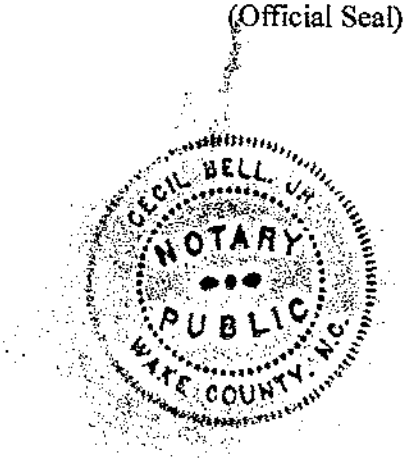
(official signature of Notary)

Cecil Bell, Jr., Notary Public

(Notary's printed or typed name)

(Official Seal)

My commission expires: 09/19/2017



WAKE COUNTY, NC 577
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/08/2003 AT 16:02:08
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $400
BOOK:010487 PAGE:01649 - 01652

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 400.00

Parcel Identifier No. 0001568 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: ROBERT A. BRADY, ATTORNEY AT LAW, 102-B COMMONWEALTH COURT,

Brief description for the Index: _____

THIS DEED made this 8th day of October, 20 03, by and between

GRANTOR	GRANTEE
WILLIE EDWARD ALLEN and Wife, BETTY WOOD ALLEN	MICHAEL RICCARDI 503 JONES FRANKLIN RD. RALEIGH, NC 27606

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 EXHIBIT "A"

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 _____.

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 CONDITIONS OF RECORD, WAKE COUNTY REGISTRY.

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: _____

Willie Edward Allen (SEAL)
WILLIE EDWARD ALLEN

Betty Wood Allen (SEAL)
BETTY WOOD ALLEN

_____ (SEAL)

_____ (SEAL)

State of North Carolina - County of WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that WILLIE EDWARD ALLEN and Wife, BETTY WOOD ALLEN 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 8th day of October 2003

My Commission Expires: 12/15/06

CARRIE H. STEPHENSON NOTARY PUBLIC WAKE COUNTY, N.C. MY COMM. EXP.

Notary Public

State of North Carolina - County of _____

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

My Commission Expires: _____

_____
Notary Public

State of North Carolina - County of _____

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

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

My Commission Expires: _____

_____
Notary Public

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

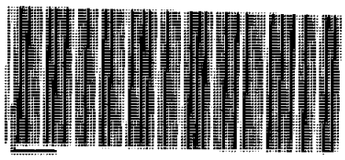
_____ Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

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"
LEGAL DESCRIPTION OF PROPERTY

BEGINNING at a point in the easterly line of Jones Franklin Road, said point being the southwest corner of Lot 55, Block D of FAIRVIEW HILLS according to map recorded in Book of Maps 1945, Page 92, Wake County Registry, a new corner for Elizabeth S. Rowell, thence along a new line for Elizabeth S. Rowell South 76 degrees 15 minutes East 175.55 feet to a point; thence North 8 degrees 30 minutes East 22.90 feet to a point; thence South 83 degrees 55 minutes East 139.67 feet to a point; thence South 10 degrees 09 minutes West 193.25 feet to a point; thence North 83 degrees 02 min. West 127.00 feet to a point; thence North 9 degrees 04 minutes East 59.90 feet to a point; thence North 82 degrees 58 minutes West 184.23 feet to a point in the easterly line of Jones Franklin Road ; thence with the easterly line of Hones Franklin Road North 9 degrees 15 minutes East 128.60 feet to the point and place of beginning, containing 1.070 acres and being the property of Willie Edward Allen and Betty Allen according to survey and plat by James A. McNeill, Registered Engineer, bearing date of March 4, 1969.



BOOK:010487 PAGE:01649 - 01652

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

WAKE COUNTY NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate___ of _____

CARRIE H Stephenson

_____ 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. Bayron DEPUTY

Assistant/Deputy Register of Deeds

This Customer Group

_____1_____ # of Time Stamps Needed

This Document

_____ New Time Stamp

_____4_____ # of Pages

22.004–7/11/03

BK010623PG00386

WAKE COUNTY, NC 192
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/09/2004 AT 11:04:42
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $9568
BOOK:010623 PAGE:00386 - 00394

[Raleigh, NC]

Drafted by and when recorded return to:

Nancy S. Grodberg, Esq.
Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109

Excise Tax: $9,568.00
Tax ID: 229568

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SPECIAL WARRANTY DEED

THIS DEED, made this 31st day of December, 2003, by **CANDLEWOOD PORTFOLIO I, LLC, successor in interest by merger to CANDLEWOOD CARY, LLC, a Delaware limited liability company** ("Grantor"), having a principal place of business at c/o Candlewood Hotel Company, Inc., 8621 E 21st Street, N., Suite 200, Wichita, Kansas 67206 to **HPT CW PROPERTIES TRUST**, a Maryland real estate investment trust having a place of business and mailing address at 400 Centre Street, Newton, Massachusetts 02458 ("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.

In consideration of Four Million Seven Hundred Eighty-Four Thousand Dollars ($4,784,000) and other good and valuable consideration, the receipt 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 parcel of land and improvements thereon situated in the City of Raleigh, County of Wake, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by reference, subject to all matters of record.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all improvements thereon and all privileges and appurtenances thereto belonging to Grantor in fee simple. 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 all matters of record.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, 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.

CANDLEWOOD PORTFOLIO I, LLC,
a Delaware limited liability company

By: Candlewood Holding I, LLC,
a Delaware limited liability
company, its sole member

By: Candlewood Hotel Company,
Inc., a Delaware corporation,
its sole member

ATTEST

By: _____
Name: Jim Johnson
Its: Vice President

_____
~~Assistant~~ Secretary
Warren Fix

STATE OF Kansas

COUNTY OF Sedgwick

I, a Notary Public of the County and State aforesaid, certify that Warren Fix personally came before me this day and acknowledged that he/she is [redacted], (Assistant) Secretary of Candlewood Hotel Company, Inc., a Delaware corporation, sole member of Candlewood Portfolio I, LLC, 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 himself as its {Assistant} Secretary.

WITNESS my hand and official stamp or seal, this 31st day of December, 2003.

[SEAL OR STAMP]

MARGARET C. POTTE
NOTARY PUBLIC
STATE OF KANSAS

Margaret C. Potte
Notary Public

My Commission Expires:

3/4/2005

STATE OF Massachusetts

COUNTY OF Suffolk

I, a Notary Public of the County and State aforesaid, certify that Tim Johnson personally came before me this day and acknowledged that he/she is Vice Presidt, of Candlewood Hotel Company, Inc., a Delaware corporation, sole member of Candlewood Portfolio I, LLC, and that he/she as Vice Presidt, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 31st day of December, 2003.

[SEAL OR STAMP]

Notary Public

Linda Ann Mscisz
Notary Public, Commonwealth of Massachusetts
Commission Expires July 31, 2009

My Commission Expires:

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.

REGISTER OF DEEDS FOR _____

By:_____
Deputy/Assistant-Register of Deeds

EXHIBIT A

The Premises

[See attached copy.]

Exhibit A

Raleigh, Cary (Raleigh-Cary)
1020 Buck Jones Road
Raleigh, NC 27606

Wake County

All of Lot #6, containing approximately 92,56 square feet or 2.13 acres, as shown on that certain recorded Map entitled "Lot #6, a portion of Buck Jones Retail Center," recorded January 21, 1997 at 12:20 p.m., in Book of Maps 1997, Page 101, Wake County Registry.

Together with the easements and other rights appurtenant to said Lot #6 including, without limitation, cross access easements, granted or created under: (i) that certain Declaration of Covenants, Conditions and Restrictions for Buck Jones Retail Center recorded at Book 7164, Page 720, Wake County Registry; (ii) that Map entitled "Lot #2, a portion of Buck Jones Retail Center," recorded at Book of Maps 1996, Page 883, Wake County Registry, and (iii) the aforementioned Map recorded at Book of Maps 1997, Page 101, Wake County Registry.

BOOK:010623 PAGE:00386 - 00394

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WAKE COUNTY NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate 5 of Margaret C. Potter
Linda Ann Mecisz

_____ 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: Veronica S Jeanon DEPUTY
Assistant/Deputy Register of Deeds

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_____ New Time Stamp
9 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 499
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/15/2004 AT 15:12:51

BOOK:010873 PAGE:00696 - 00698

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: 0
Parcel Identifier No. 0056763 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Barkley Law Offices, P.C., 5561 McNeely Drive, Ste. 203, Raleigh, NC 27612

This instrument was prepared by: Barkley Law Offices, P.C., 5561 McNeely Drive, Ste. 203, Raleigh, NC 27612

Brief description for the Index: _____

THIS DEED made this 2nd day of June, 2004, by and between

GRANTOR	GRANTEE
Cynthia Lawley (unmarried)	Charles W. Lawley and wife, Lisa I. Lawley 1305 Bloomingdale Drive 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 the City of Cary, Cary Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 35, Block E, Additions to Hillside Forest Subdivision, Section Six - Revised, as shown on plat recorded in Book of Maps 1975, Page 130, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8397 page 489.

A map showing the above described property is recorded in Plat Book 1975 page 130.

NC Bar Association Form No. L-7 © 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.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

_____ (Corporate Name)

Cynthia Lawley (SEAL)

By: _____ President

_____ (SEAL)

ATTEST:

_____ (SEAL)

_____ Secretary (Corporate Seal)

_____ (SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Cynthia Lawley _____ 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 June, 2004.

My Commission Expires: 8/19/07

SARA E. PEMBERTON NOTARY PUBLIC WAKE COUNTY, N.C.

Sara E. Pemberton
Notary Public

State of North Carolina - County of _____

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

My Commission Expires: _____

_____
Notary Public

State of North Carolina - County of _____

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

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

My Commission Expires: _____

_____
Notary Public

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

_____ Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

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BOOK:010873 PAGE:00696 - 00698

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

North Carolina – Wake County

The foregoing certificate___ of _____

Sara K Pemberton

_____ 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. Bayman
Assistant/Deputy Register of Deeds

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22.004–7/11/03

BK010894PG01879

WAKE COUNTY, NC 640
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/28/2004 AT 14:24:01
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $330
BOOK:010894 PAGE:01879 - 01881

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 330.00

Parcel Identifier No. 0230717 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

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

Brief description for the Index: LT 7, PH 2, BENEDUM PLACE

THIS DEED made this 23rd day of June, 20 04, by and between

GRANTOR	GRANTEE
Gregory L Huff and wife, Deidre T Huff	Audimar Bangi and wife, Teresita Bangi 136 Benedum Place 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 the City of Cary, _____ Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 7, Benedum Place Subdivision, Phase 2, A Portion of Wellington PUD as shown on that map recorded in Book of Maps 1997, Page 1438, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8644 page 157.

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

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

_____ (Entity Name)

By: _____ Title: _____

By: _____ Title: _____

By: _____ Title: _____

Gregory L. Huff (SEAL)

Gregory L Huff

Deidre T. Huff (SEAL)

Deidre T Huff

_____ (SEAL)

_____ (SEAL)

State of Texas - County of Dallas

I, the undersigned Notary Public of the County and State aforesaid, certify that Gregory L. Huff and Deidre T. Huff 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 23 day of _____.

LINDA ED BAXTER
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
March 04, 2006

My Commission Expires: 3/4/

Linda E. Baxter
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 - 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

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BOOK:010894 PAGE:01879 - 01881

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

North Carolina – Wake County

The foregoing certificate___ of Linda E. Baxter

_____ 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 Pearson
Assistant/Deputy Register of Deeds

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3 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 1682
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/30/2004 AT 17:01:35
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $307
BOOK:010951 PAGE:01090 - 01093

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 307.00

Parcel Identifier No. 0104283 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Grantee

This instrument was prepared by: F. Blair Williams, Rose & Williams, PLLC, 1601 Jones Franklin Road, Ste 102, Raleigh, NC 27606

Brief description for the Index: LT GREATER PART LOT 47,

THIS DEED made this 30th day of July, 20 04, by and between

GRANTOR	GRANTEE
Mary G. Barry NKA Mary G. Henderson and spouse Charles H. Henderson	Edmund P. Gilewicz, II and wife, Kristin H. Gilewicz 1329 Bloomingdale Drive 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 the City of Cary, _____ 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 7007 page 53.

A map showing the above described property is recorded in Plat Book 1978 page 23.

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: Ad Valorem Taxes for 2004 and subsequent years
Restrictions, Encumbrances and Easments 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: _____

Mary G. Barry (SEAL)
Mary G. Barry, NKA

Mary G. Henderson (SEAL)
Mary G. Henderson

Charles H. Henderson (SEAL)
Charles H. Henderson

_____ (SEAL)

State of North Carolina - County of WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that Mary G. Barry NKA Mary G. Henderson and spouse Charles H. Henderson 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 July, 2004.

My Commission Expires: 1/12/2006

Notary Public

State of North Carolina - County of _____

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

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

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

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

My Commission Expires: _____

Notary Public

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

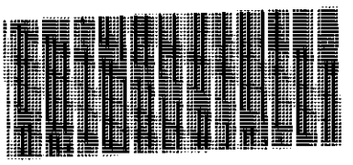
_____ Register of Deeds for _____ County
By: _____ Deputy/Assistant - Register of Deeds

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"

BEING the greater part of Lot 47, Block E of Hillsdale Forest Subdivision, Section 9, as recorded in Book of Maps 1978, Page 23, Wake County Registry, and more particularly described as follows:

BEGINNING at a point in the southern line of Bloomingdale Drive, said point being the northwestern corner of Lot 46, Block E, as shown on the aforesaid recorded map; runs thence along the western line of said Lot 46, South 06° 12' 30" East 172.90 feet to a point, the southwestern corner of Lot 46; runs thence with the south line of Lot 47 as shown on the aforesaid recorded map, North 85° 34' 00" West 118.48 feet to a point, said point being located South 85° 34' 00" East 4.80 feet from the southeast corner of Lot 48 as shown on the aforesaid recorded map and being the southeastern corner of property conveyed to Thomas T. Doerfler and wife, Francia M. Doerfler, by deed recorded in Book 2890, Page 729, Wake County Registry; runs thence with the eastern line of said Doerfler property, North 04° 25' 00" East 165 feet to a point in the southern line of Bloomingdale Drive, said point being located South 85° 35' 00" East 4.80 feet from the northeast corner of Lot 48 as shown on the aforesaid recorded map; runs thence with the southern line of Bloomingdale Drive in an eastern direction, South 85° 35' 00" East 34.21 feet to a point in the southern line of Bloomingdale Drive; continuing thence along the southern line of Bloomingdale Drive in an eastern direction along a curve to the left 52.70 feet to the point of Beginning.



BOOK:010951 PAGE:01090 - 01093

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

North Carolina – Wake County

The foregoing certificate___ of Phillip B. Ross

_____ 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: Rosemary M. Parker
Assistant/Deputy Register of Deeds

This Customer Group
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4 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 317
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/23/2004 AT 13:31:11
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $404
BOOK:011026 PAGE:00523 - 00525

NORTH CAROLINA GENERAL WARRANTY DEED

Excise tax $404.00

Tax ID No. Parcel Identifier No. 0783350613

Mail after Recording to **GRANTEE** at 1990 Fiessell Ave., Apex, NC 27502
This Instrument was Prepared by **PECK LAW FIRM, P.A.**

Brief Description for the Index: Lot 25 Athena Woods

THIS DEED made this 10 day of September, 2004, by and between

GRANTORS	GRANTEES
Risa Troxler Jarman and husband,	**Victor Legaspi and wife,**
Charles Duffy Jarman	**Maria Corazon C. Legaspi**
	Property Address: **5632 A & B Thea Lane** **Raleigh, NC 27606**

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 Lot 25, Athena Woods, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

The property hereinabove described was acquired by the Grantor by instrument recorded in **BOOK 8104, PAGE 119, WAKE COUNTY REGISTRY.**

BK011026PG00524

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, that title is marketable and free of all encumbrances and that the 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. 2004 Ad Valorem Property Tax.
2. Restrictive Covenants as recorded in Book 2945, Page 905 and Book 3000, Page 35, Wake County Registry.
3. All other Easements, Restrictions and Rights of Way of record, if any.

IN WITNESS WHEREOF, the Grantor, having been duly sworn, has hereunto set his/her hand and seal the day and year above written.

Risa Troxler Jarman (SEAL)
Risa Troxler Jarman

Charles Duffy Jarman (SEAL)
Charles Duffy Jarman

SEAL STAMP

STATE: N.C.
COUNTY: Forsyth

I, Wilma C. King, a Notary Public of the County and State aforesaid certify that Grantors, **Risa Troxler Jarman and Charles Duffy Jarman** 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 SEPTEMBER, 2004.

My commission expires: 8-4-2009

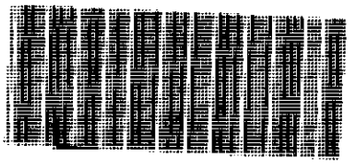
Wilma C. King
Notary Public

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
WILMA C. KING
My Commission Expires 8-4-2009

The foregoing certificates 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



BOOK:011026 PAGE:0523 - 0525

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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 Wilma C King

_____ 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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_____ New Time Stamp
_____ # of Pages

22.004–7/11/03

WAKE COUNTY, NC 329
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/06/2004 AT 12:22:50

BOOK:011131 PAGE:02413 - 02415

Excise Tax -0- Recording Time, Book and Page

Tax Lot No ..... Parcel Identifier No 0082837

Verified by ..... County on the ..... day of ....., 20__

By .....

Mail after recording to .....

.....

This instrument was prepared by AND HOLD FOR: Garland L. Askew #13

Brief description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 3 day of December, 20 04, by and between

GRANTOR	GRANTEE
J. MARK WARD and wife, MANDY L. WARD	Jmark Investments, LLC 2606 Mayview Road Raleigh, N.C. 27607

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

BEING all of that 0.9818 acre lot as shown on a plat entitled "Right of Way Dedication Plat for Timothy M. Perry" recorded in Map Book 2001, Page 1186, Wake County Registry.

TOGETHER WITH all the rights, title, interest and obligations in that Storm Drainage Easement and Maintenance Agreement recorded in Book 10052, Page 1225, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 9794, Page 1505, Wake County Registry.

A map showing the above described property is recorded in Plat Book 10052, page 1225.

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:

Covenants, restrictions and easements 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

_____ (SEAL)
J. MARK WARD

_____ (SEAL)
MANDY L. WARD

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP
LINDA L. RING
NOTARY PUBLIC
WAKE COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that J. Mark Ward and Mandy L. Ward Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 3 day of December, 20 04.

My commission expires: 11-4-06 _____ Notary Public

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, _____ County.

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

Personally came before me this day and acknowledged that ___ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

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

My commission expires: _____ _____ Notary Public

The foregoing Certificate(s) _____

_____

is/are certified to be correct. This instrument and this certification 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:011131 PAGE:02413 - 02415

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 Linda C. Pinz

_____ 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: Veronica S Brown
~~DEPUTY~~
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
3 # of Pages

22.004–7/11/03

BK011231PG02251

WAKE COUNTY, NC 38
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/23/2005 AT 09:24:26
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $300
BOOK:011231 PAGE:02251 - 02254

Drawn by: MOORE & ALPHIN, PLLC (04-RES-0303ALA)
After recording, MAIL to: Jingwen Chen, 111 Walcott Way, Cary, NC 27519

Excise Stamps: $300.00 Tax ID #: 0038902

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed is made as of the 22nd day of February, 2005, by and between:

GRANTOR: **Kathryn H. Addison (whose husband, Thomas S. Addison, joins for the sole purpose of conveying his marital interest)**

and

GRANTEE: **Si Si Enterprises, LLC**
Mailing Address: 111 Walcott Way
Cary, NC 27519

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 that certain parcel of land situated in the City of Raleigh, Raleigh Township, WAKE County, North Carolina, and more particularly described as follows:

All of Lot #5 as shown on the map entitled "Lot #5 & The Eastern Part of Lot #6, Lloyd's Little Acres (D.B. 9548, Pg. 963) and Lots #7,8, & A Portion of Lot #6 Lloyd's Little Acres (D.B. 1536, Page 37) into Lot #5 & Lot #8 Lloyd's Little Acres", drafted by John Y. Phelps Jr., Professional Surveyor, which map is recorded in Book of Maps 2005, Page 144, Wake County Registry.

Property Address: 5207 Denise Drive
Raleigh, NC 27606-3306

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenances thereunto belonging to the said GRANTEE in fee simple.

And GRANTOR covenants with 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:

- Real estate taxes for the year 2005 and thereafter.
- Rights of way and easements of record affecting the property.
- Restrictions of record affecting the property.

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

Kathryn H Addison by T Wayne Suggs AIF (Seal)
Kathryn H. Addison by T. Wayne Suggs, Attorney in Fact

Thomas S Addison (Seal)
Thomas S. Addison

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, the undersigned, a Notary Public for said County and State certify that **Thomas S. Addison**, personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official stamp or seal, this the 22nd day of February, 2005.

Tamela B. Gilmore
Notary Public
My commission expires:_____

TAMELA B. GILMORE
Notary Public
Wake County, N.C.
My Commission Expires

STATE OF NORTH CAROLINA - COUNTY OF WAKE:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **T. WAYNE SUGGS,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 22nd day of February, 2005.

RICHARD W. MOORE NOTARY PUBLIC WAKE COUNTY, N.C. Comm. Exp. 6-17-2009.

Notary Public
My Commission Expires: 6/17/09

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

I, the undersigned, a Notary Public for said County and State, do hereby certify that **T. WAYNE SUGGS,** Attorney-In-Fact for **KATHRYN H. ADDISON,** personally appeared before me this day and, being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of said **KATHRYN H. ADDISON,** that his authority to execute and acknowledge said instrument is contained in a Power of Attorney duly executed, acknowledged and recorded in **Book** 1231, **Page** 2247, **WAKE** County Registry, and that this instrument was executed by him under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said **T. WAYNE SUGGS** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **KATHRYN H. ADDISON.**

WITNESS my hand and notarial stamp or seal, this the 22nd day of February, 2005.

RICHARD W. MOORE NOTARY PUBLIC WAKE COUNTY, N.C. Comm. Exp. 6-17-2009.

Notary Public
Commission Expires: 6/17/09

BOOK:011231 PAGE:02251 - 02254

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 5 of Tamela B. Gilmore
Richard W. Moore
_____ 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: Veronica S Pearson DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
4 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 700
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/06/2005 AT 15:31:18
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $365
BOOK:011300 PAGE:02582 - 02584

Excise Tax $365	Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 0120062
Verified by _____ County on the ____ day of _____, 20
by

Mail after recording to **Lynda R. Herring, PA, 911B Vandora Springs Road, Garner, NC 27529** Box 101

This instrument was prepared by **Lynda R Herring, PA (without tax advice)**

Brief Description for the index: **Lot 37, Athena Woods, Section 2**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made **March 30, 2005**, by and between

GRANTOR	GRANTEE
Peter Minck (married) **and wife,** **Donna Johnson Partin Minck**	**Keith G Richie** **and wife,** **Lisa P Richie** **Property Address:** **5536 Kaplan Drive, Units A/B** **Raleigh, NC 27606** **Mailing Address:** **5534 Kaplan Drive** **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 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 37, as shown on plat of Athena Woods, Section 2, as recorded in Book of Maps 1981, Page 466, Wake County Registry, to which reference is hereby made for a more particular description of same.

See Book 3357, Page 251 and Book 3088, Page 676, both of the Wake County Registry.

N. C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

The property hereinabove described was acquired by Grantor by instrument recorded in Book **3357**, Page **251**.

A map showing the above described property is recorded in **Book of Maps 1981 , Page 466** .

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

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

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

Subject to all easements, restrictions, and covenants of record and to 2005 ad valorem taxes in reference to the property described herein.

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

Peter Minck _____ (SEAL)
Peter Minck

Donna Johnson Partin Minck _____ (SEAL)
Donna Johnson Partin Minck

_____ (SEAL)

_____ (SEAL)

OFFICIAL SEAL
LYNDA R HERRING
NOTARY PUBLIC-STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

SEAL-STAMP

NORTH CAROLINA, Johnston County.

I, Lynda R Herring, a Notary Public of the County and State aforesaid, certify that **Peter Minck, Donna Johnson Partin Minck** Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this **March 28, 2005**.

My commission expires: **August 18, 2006** _____ Notary Public

---

SEAL-STAMP

NORTH CAROLINA, **Wake** County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he/she 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 him/her as its Secretary. Witness my hand and official stamp or seal, this **March 28, 2005.**

My commission expires: **August 18, 2006** _____ Notary Public

---

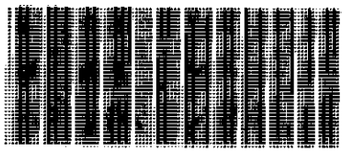
The foregoing Certificate(s) of

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.

N. C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003



BOOK:011300 PAGE:02582 - 02584

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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 _____

Lynda R. Helms

_____ 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. Bowman DEPUTY
~~Assistant/Deputy Register~~ of Deeds

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1 # of Time Stamps Needed

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_____ New Time Stamp
3 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 201
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/10/2005 AT 11:09:38

BOOK:011405 PAGE:01867 - 01870

Excise Tax: $0

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier 0094715
Verified by _____ County on the ____ day of _____, 20

Mail after recording to: J. Lee Carlton, Jr., 323 W. Morgan Street Suite 102, Raleigh, NC 27601 BCX 220
This instrument was prepared by: J. Lee Carlton, Jr.

Brief Description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of June 2005 by and between

GRANTOR	GRANTEE
Billie Dove Floyd Lupo By Charles Eric Lupo, Attorney in Fact	Ram L. Farmah And wife, Sheela D. Farmah 106 Beckford Road Apex. NC 27539

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 stake marking the Southeast Corner of Parcel 33 of Fulton R. Lupo, said corner also being a corner for C. L. Medlin and Random Corporation, said point also being located 155.54 feet North 5 degrees 16 minutes West from right of Way of US Hwy #1, according to map recorded in Book of Maps 1967, Page 30, Wake County Registry, and being the southwest corner of the tract herein conveyed; thence running in the line of Fulton R. Lupo North 5 degrees 16 minutes West 200 feet to a stake in the South line of Dana Drive; thence running along Dana Drive North 84 degrees 44 minutes East 30 Feet to a stake, corner of Random Corporation; thence South 84 degrees 44 minutes East 200 feet to a stake; thence South 5 degrees 16 minutes West 30 feet to the point and place of BEGINNING, being a part of the property conveyed to the parties of the first part by Deed dated September 25, 1953 and recorded in Book 1132, Page 598, Wake County Registry, See also Book 1754, Page 321, and Book of Maps 1967, Page 30, Wake County Registry.

A map showing the above described property is recorded in **Book** of Maps 1967, **Page 30, 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, restrictions and restrictive covenants 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: Trustee

Attest:_____

Secretary

Billie Dove Floyd Lupo (SEAL)

Billie Dove Floyd Lupo by Charles Eric Lupo

As Attorney in Fact by Charles Eric Lupo ATF

_____(SEAL)

SEAL-STAMP

STATE OF _____ COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and Notarial stamp or seal this _____ day of _____, 2005.

My commission Expires: _____

_____

Notary Public

State Of North Carolina County of Wake

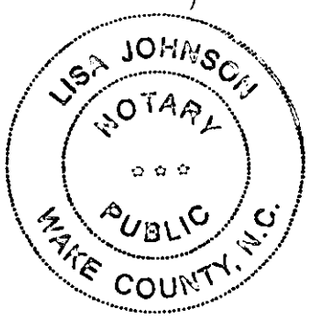
I, a Notary Public for the County and State aforesaid, do hereby certify that Charles Eric Lupo, Attorney-in-Fact for Billie Dove Floyd Lupo, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing annexed instrument for and in behalf of the said Billie Dove Floyd Lupo, and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Wake County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Charles Eric Lupo, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Billie Dove Floyd Lupo.

Witness my hand and official stamp or seal this 10 day of June, 2005.

Lisa Johnson
Notary Public

My commission Expires:

6-17-2008



BOOK:011405 PAGE:01867 - 01870

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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 _____

Lisa Johnson

_____

_____ 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: Riddick E. Barnes

~~Assistant/Deputy Register~~ of Deeds

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_____ New Time Stamp
4 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 203
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/10/2005 AT 11:09:38
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $53
BOOK:011405 PAGE:01871 - 01874

Excise Tax: $ 53.00	Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier 0090721
Verified by _____ County on the ____ day of _____, 20

Mail after recording to: J. Lee Carlton, Jr., 323 W. Morgan Street Suite 102, Raleigh, NC 27601 BOX 220
This instrument was prepared by: J. Lee Carlton, Jr.

Brief Description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of June 2005 by and between

GRANTOR	GRANTEE
Billie Dove Floyd Lupo By Charles Eric Lupo, Attorney in Fact	Ram L. Farmah And wife, Sheela D. Farmah 106 Beckford Road Apex, NC 27539

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 southern property line of the tract being herein conveyed, said point of BEGINNING being located South 73 degrees 46' 33" West 17.76 feet from a right-of-way marker. Said right of way marker having a North Carolina State Plane "Y" coordinate of 734862.7090 and an "X" coordinate of 2078605.6666; runs thence from said point of beginning North 73 degrees 46' 33" East 17.76 feet to said right of way marker; runs thence South 73 degrees 44' 24" East 98.67 feet to a point; runs thence North 32 degrees 04' 43" East 34.6 feet to a point; runs thence North 17 degrees 41' 02" West 101.78 feet to a point; runs thence North 17 degrees 41' 02" West 101.78 feet to a point; runs thence North 69 degrees 00' 10" West 216.4 feet to a point; runs thence South 25 degrees 00' 41" West 136.74 feet to a point ; runs thence South 59 Degrees 54' 13" East approximately 115 feet to the point and place of Beginning. See Deed recorded in Book 2902, Page 660, Wake County Registry.

A map showing the above described property is recorded in **Book** of Maps _____, **Page** _____, **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, restrictions and restrictive covenants 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: Trustee

Attest:_____

Secretary

Billie Dove Floyd Lupo (SEAL)

Billie Dove Floyd Lupo by Charles Eric Lupo

As Attorney in Fact by Charles Eric Lupo ATF

_____(SEAL)

SEAL-STAMP

STATE OF _____ COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and Notarial stamp or seal this _____ day of _____, 2005.

My commission Expires: _____

_____

Notary Public

State Of North Carolina County of Wake

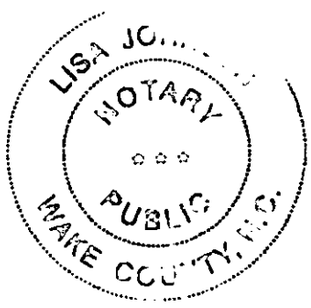
I, a Notary Public for the County and State aforesaid, do hereby certify that Charles Eric Lupo, Attorney-in-Fact for Billie Dove Floyd Lupo, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing annexed instrument for and in behalf of the said Billie Dove Floyd Lupo, and his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Wake County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Charles Eric Lupo, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Billie Dove Floyd Lupo.

Witness my hand and official stamp or seal this 10 day of June, 2005.

Notary Public

My commission Expires:

6-17 2008



BOOK:011405 PAGE:01871 - 01874

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

WAKE COUNTY
NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate___ of _____

USA Johnson

_____ 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: Riddick D. Burgess
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
4 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 483
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/25/2005 AT 15:00:14
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $360
BOOK:011649 PAGE:02748 - 02751

Tax Lot No. EXCISE TAX: $360.00 Parcel Identifier No. 5480835

Verified by ..... County on the ..... day of .....,

by .....

Mail after recording to GRantee, c/o John Finch, P.O.Box 20464,Raleigh,NC27619

This instrument was prepared by John B Finch

Brief description for the Index Lot 23, Athena Woods

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of October, 2005, by and between

GRANTOR	GRANTEE
WILLIAM ROBERT EVERETT and wife, VICKIE McCOY EVERETT	CARAM C. COSTANZO and wife, LORI B. COSTANZO 5640 Thea Lane 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 that certain lot or parcel of land situated in the City of ....., ... Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 23, ATHENA WOODS, SECTION TWO, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

N. C. Bar Assoc. Form No. 3A © 1977 - James Williams & Co., Inc., Box 127, Yorkinville, 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 .....

.....

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

all restrictive covenants, easements 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

.....(SEAL)

.....(SEAL)

..... (SEAL)

.....(SEAL)

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

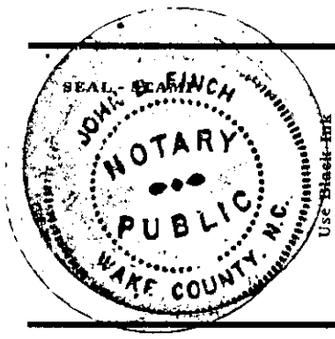
USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)



Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that William Robert Everett and Vichie McCoy Everett Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st day of October 2005

My commission expires: 01-06-2007 John B. Finch Notary Public

---

SEAL - STAMP

Use Black Ink

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

SEAL - STAMP

Use Black Ink

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

SEAL - STAMP

Use Black Ink

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

SEAL - STAMP

Use Black Ink

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

SEAL - STAMP

Use Black Ink

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.

N. C. Bar Assoc. Form No. 3A © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. — 1981

BOOK:011649 PAGE:02748 - 02751

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

North Carolina – Wake County

The foregoing certificate___ of _____

_____

_____

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_____ 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

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_____ New Time Stamp
_____ # of Pages

22.004–7/11/03

WAKE COUNTY, NC 432
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/10/2005 AT 14:55:10

BOOK:011679 PAGE:01465 - 01467

Excise Tax: $0.00

Tax Lot No. _____ Parcel Identifier No. 0086481

Verified by _____County on the ____ day of _____, 2005.

By:

Mail after recording to: Kimberly A. Wallis, The 1903 Building, Suite 201, 1101 Haynes Street, Raleigh, N.C. 27604.

This instrument was prepared by: John H. Parker (without title search)

Brief description for the Index: _____

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 8th day of November, 2005, by and between

GRANTOR	GRANTEE
SHERRY GODWIN MITCHELL	MARK ANTHONY MITCHELL 559 JONES FRANKLIN 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 _____, _____ Township, Wake County, North Carolina and more particularly described as follows:

559 Jones Franklin Road, Raleigh, North Carolina 27606-7608, as described in Deed Book 5679, Page 269, Wake County Registry, North Carolina. PIN #0783-10265451, Tax ID #0086481.

This conveyance is made pursuant to the terms and conditions of a Separation Agreement and Property Settlement entered into between Mark Anthony Mitchell and Sherry Godwin Mitchell providing for an equitable distribution of their marital property pursuant to the provisions of G.S. §50-20, G.S. §50-20.1 and G. S. §50-21.

NC Bar Association Form No. 6 © 1977, 2002
Printed by Agreement with the NC Bar Association - 1981

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8293, Page 1612, Wake County Registry.

A map showing the above described property is recorded in Plat Book _____ Page _____, 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 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, other than the following exceptions:

2005 and subsequent years ad valorem taxes.

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

_____ (Entity Name)

Sherry Godwin Mitchell (SEAL)
SHERRY GODWIN MITCHELL

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 **SHERRY GODWIN MITCHELL** 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 8th day of November, 2005.

My Commission Expires: 8-18-2009

A. Lindsey Parker
Notary Public

A. LINDSEY PARKER NOTARY PUBLIC WAKE COUNTY, N.C.

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

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

NC Bar Association Form No. 6 © 1977, 2002
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BOOK:011679 PAGE:01465 - 01467

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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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3 # of Pages

22.004–7/11/03

BK012346PG00583

WAKE COUNTY, NC 224
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/05/2007 AT 10:50:14

BOOK:012346 PAGE:00583 - 00588

Prepared by: Goldberg Companies, Inc.
25101 Chagrin Blvd., Suite 300
Beachwood, Ohio 44122
Attention: Peter Nintcheff, Esq.

Return to Grantee: The Apartments at Crossroads, LLC
c/o Goldberg Companies, Inc.
25101 Chagrin Blvd., Suite 300
Beachwood, Ohio 44122
Attention: General Counsel

Tax Parcel Nos: 0773905842, 0773908633 and 0773909113

STATE OF NORTH CAROLINA

COUNTY OF WAKE **Excise Stamps: $0**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS **DEED** is made effective as of the 27th day of December, 2006, by and between **LARRY GOLDBERG, TRUSTEE** (the "Grantor"), and **THE APARTMENTS AT CROSSROADS, LLC,** a North Carolina limited liability company (the "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 Grantor, for a valuable consideration, 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:

See Exhibit A attached hereto and incorporated herein by reference.

The property hereinabove-described (the "Property") was acquired by Grantor by instrument recorded in **Book 011915, Page 01947** of Wake County Public Registry.

TO HAVE AND TO HOLD the aforesaid Property 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. Taxes for the year 2006 and subsequent years.
2. All road rights-of-way, encumbrances, reservations, restrictions, easements and other exceptions appearing of record, and any matters that would be shown by a current, accurate survey of the Property.

(signature on following page)

Executed as of the 27th day of December, 2006.

GRANTOR:

Larry Goldberg, Trustee

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Larry Goldberg, Trustee, who acknowledged that he did execute the foregoing instrument and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 27th day of December, 2006.

Notary Public

This Instrument Prepared By:

Peter C. Nintcheff, Esq.
Goldberg Companies, Inc.
25101 Chagrin Blvd. #300
Beachwood, Ohio 44122

NOTARIAL SEAL STATE OF OHIO

PETER C. NINTCHEFF
Attorney At Law
My Commission
Has No Exp. Date
Sec. 147.03 O.R.C.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

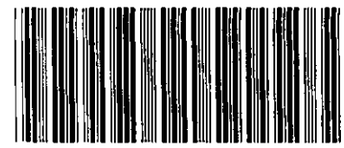
Exhibit A

Legal Description of the Property

Lying and being located in Wake County, North Carolina and more particularly described as follows:

BEING all of Former Lot E, Former Lot F and Former Lot G, containing a total of 18.475 acres, as shown on that certain Plat entitled "Recombination Map Crossroads Corporation Park" recorded in Map Book 2006, Page 748 of the Wake County Public Registry.

TOGETHER WITH AND SUBJECT TO all the rights, benefits and burdens contained in that certain Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 6742, Page 196, as amended by that certain Supplementary Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 7896, Page 713, as further amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 9418, Page 1264, as further amended by that certain Appointment of Successor Declarant Under Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 11423, Page 107 and as further amended by that certain Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 11915, Page 1926, all of the Wake County Public Registry.



BOOK:012346 PAGE:00583 - 00588

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

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22.004-1/20/06

BK012506PG02294

WAKE COUNTY, NC 364
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/20/2007 AT 13:23:29
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $399
BOOK:012506 PAGE:02294 - 02296

Excise tax: **$399.00**
Tax Account No. 0065842
This instrument was prepared by: Donald W. Grimes, 903 Kildaire Farm Road, Cary, NC 27511
Hold for: Box 74
Brief Description for the Index: **Lot 24, Hillsdale Forest**

NORTH CAROLINA GENERAL WARRANTY DEED

This DEED made this 20 day of April, 2007 by and between:

GRANTOR	GRANTEE
Brian M. Dean and wife, **Susan L. Dean**	**Adam Richmond Taylor and wife,** **Jolece Brandon Taylor** Mailing address: 1313 Kingston Ridge Road 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 Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of that certain lot or parcel of land situated in **Wake County**, North Carolina and more particularly described as follows:

BEING all of Lot 24, Block E, Section Four, Additions to Hillsdale Forest Subdivision, as shown on plat thereof recorded in Book of Maps 1965, Page 157, Wake County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 11060, Page 1400, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1965, Page 157, and referenced within this instrument.

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

And Grantor covenants with 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:

2007 ad valorem property taxes
Restrictive covenants of record; and
Rights of way and easements 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.

DONALD W. GRIMES NOTARY PUBLIC WAKE COUNTY, N.C.

Brian D. (SEAL)
Brian M. Dean

Susan L. Dean (SEAL)
Susan L. Dean

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, **Donald W. Grimes**, a Notary Public of the aforesaid County and State, certify that **Brian M. Dean** and **Susan L. Dean,** Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 20 day of April, 2007.

Donald W. Grimes
Notary Public

My commission expires: 10/9/10

BOOK:012506 PAGE:02294 - 02296

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

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_____3_____ # of Pages

22.004-1/20/06

BK012806PG02081

WAKE COUNTY, NC 433
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/25/2007 AT 13:35:16

BOOK:012806 PAGE:02081 - 02085

WAKE COUNTY, NC 565
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/24/2007 AT 16:18:22
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $291
BOOK:012763 PAGE:01283 - 01286

This document is being re-recorded to correct the spelling of the Grantee's name on the face of this document pursuant to NCGS 47-36.1.

Draftsman

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 291.00

Parcel Identifier No. 0116312 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: ROBERT A. BRADY, ATTORNEY AT LAW, 102-B COMMONWEALTH COURT,

Brief description for the Index: _____

THIS DEED made this 21st day of September, 20 07, by and between

GRANTOR	GRANTEE
Roberto Carlos Soberanis-Ramos and Wife, Nadia Marlen Chaves-Vazquez	Raymond G. Feger and Wife, Denise Howard-Feger 5216 Highlandcroft Place Fuquay-Varina, NC 27526

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 Exhibit "A"

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 _____.

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 CONDITIONS OF RECORD, WAKE COUNTY REGISTRY.

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:_____

Roberto Soberanis-Ramos (SEAL)
Roberto Carlos Soberanis-Ramos

Nadia marlen chaves vazquez (SEAL)
Nadia Marlen Chaves-Vazquez

Roberto carlos Soberanis Ramos (SEAL)
Roberto Carlos Soberanis-Ramos

_____ (SEAL)

State of North Carolina - County of ~~WAKE~~ Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Roberto Carlos Soberanis-Ramos and Wife, Nadia Marlen Chaves-Vazquez 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 September, 20 07

My Commission Expires: 12/15/11

CARRIE H. STEPHENSON
Notary Public, North Carolina
Harnett County
My Commission Expires
December 15, 2011

_____ Notary Public

State of North Carolina - County of _____

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

My Commission Expires:_____

_____ Notary Public

State of North Carolina - County of _____

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

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

My Commission Expires:_____

_____ Notary Public

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

_____ Register of Deeds for _____ County

By:_____ Deputy/Assistant - Register of Deeds

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" Legal Description

BEGINNING at an iron pipe on the eastern right of way of Jones Franklin Road, said iron pipe being 536.3 feet from the center line intersection of Jones Franklin Road and Barringer Road; running thence from the right of way and around the lot in a clockwise direction South 86 deg. 24 min. 43 sec. East 176.27 feet; South 51 deg. 03 min. 43 sec. West 55.04 feet; South 39 Deg. 40 min. 45 sec. West 60.00 feet; North 86 deg. 23 min. 19 sec. West 68.33 feet; North 77 deg. 46 min. 35 sec. West 39.90 feet to the eastern right of way of Jones Franklin Road (all corners evidenced by iron pipes); thence with the right of way of Jones Franklin Road North 08 deg. 53 min. 00 sec. East 80.01 feet to an iron pipe the POINT AND PLACE OF BEGINNING, containing 11,743 square feet and as shown on a plat entitled "Recombination Survey, Lots 22-27, Block B, Fairview Hills Subdivision" and recorded in Book of Maps 1985, Page 2023, Wake County Registry.

BOOK:012763 PAGE:01283 - 01286

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

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22.004-1/20/06

BOOK:012806 PAGE:02081 - 02085

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

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22.004-1/20/06

BK012820PG00103

WAKE COUNTY, NC 328
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/01/2007 AT 13:52:59
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $1800
BOOK:012820 PAGE:00103 - 00106

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 1,800.00

Parcel Identifier No. 0240149 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 7, THE VILLAGE OF BUCK JONES MAP 1998-9

THIS DEED made this 1st day of November, 20 07, by and between

GRANTOR	GRANTEE
Dennis G. Rulifson and wife Rosalyn K. Rulifson 260 Waterville Street Raleigh, NC 27603	Thomas E. Carter 3206 Hampton Road 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 Cary, Cary Township, Wake County, North Carolina and more particularly described as follows:
SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

The property hereinabove described was acquired by Grantor by instrument recorded in Book 11393 page 1313.

A map showing the above described property is recorded in Plat Book 1998 page 9.

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: Easements and restrictions of record and taxes for 2007.

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:_____

Dennis G. Rulifson (SEAL)
Dennis G. Rulifson

Rosalyn K. Rulifson (SEAL)
Rosalyn K. Rulifson

_____(SEAL)

_____(SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Dennis G. Rulifson and wife Rosalyn K. Rulifson 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 1st day of November, 2007

My Commission Expires: May 30, 2009

CHARLES H. SEDBERRY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires May 30, 2009.

Charles H. Sedberry
Notary Public

State of North Carolina - County of _____

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

My Commission Expires:_____

_____
Notary Public

State of North Carolina - County of _____

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

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

My Commission Expires:_____

_____
Notary Public

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

_____ Register of Deeds for _____ County

By:_____ Deputy/Assistant - Register of Deeds

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002
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BK012820PG00105

EXHIBIT A

All that certain lot or parcel of land lying and being situate in the Town of Cary, Wake County, North Carolina and being more particularly described as follows:

All of Lot #7, containing 46,963 square feet, or 1.08 acres, more or less, as more particularly described on a plat by Michael E. Dickerson, R.L.S., of Withers & Ravenel Engineering & Surveying, Inc., entitled `LOTS 2, 6, 7 & 8, THE VILLAGE OF BUCK JONES, PREVIOUSLY APPROVED AS BUCK JONES RETAIL CENTER, OWNER: PRESTON DEVELOPMENT COMPANY, SUBDIVISION, RECOMBINATION & EASEMENT PLAT" dated 12/2/97, revised 12/23/97, and recorded in Book of Maps 1998, Page 9 in the office of the Register of Deeds, Wake County, North Carolina, said plat being incorporated by reference as if fully set out herein.

BOOK:012820 PAGE:00103 - 00106

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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 622
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/14/2008 AT 15:54:06
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $423
BOOK:013003 PAGE:00408 - 00410

Excise Tax $423.00 Parcel ID. No. 0104284

NORTH CAROLINA GENERAL WARRANTY DEED

This instrument drafted by: Blake & Vernon, PLLC (Without title examination)
After recording mail to: GRANTEE
Brief description for the index: Lot 46, Block E, Section 9, Hillsdale Forest

THIS DEED, made this the 13th day of March, 2008 by and between:

GRANTOR	GRANTEE
FRANKLIN EARL WATSON AND ESTHER WARD WATSON, HUSBAND AND WIFE	**JAMES W. LAW AND DEBORAH E. LAW, HUSBAND AND WIFE, 1327 Bloomingdale Drive 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:

BEING all of Lot 46, Block E, Section 9, HILLSDALE FOREST SUBDIVISION, as shown on map recorded in Book of Maps 1978, Page 23, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5028 at Page 0856, Wake County Registry.

A map showing the above described property is recorded in Book of Maps 1978, Page 23.

TO HAVE AND TO HOLD the aforesaid tract 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.

1. Ad valorem taxes.
2. Easements and Restrictions of Record.

IN WITNESS WHEREOF, the said Grantor has hereunto set its 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.

Franklin Earl Watson (SEAL)
FRANKLIN EARL WATSON

Esther Ward Watson (SEAL)
ESTHER WARD WATSON

SEAL-STAMP

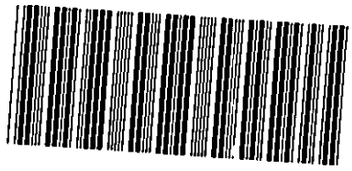
State of North Carolina, Wake County, ss:

I, Virginia Matthews, a Notary Public of the County and State aforesaid, certify that FRANKLIN EARL WATSON AND ESTHER WARD WATSON, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of March, 2008.

Notary Public Virginia Matthews

My commission expires: 2/4/2009

VIRGINIA MATTHEWS
NOTARY PUBLIC
BRUNSWICK COUNTY, NC



BOOK:013003 PAGE:00408 - 00410

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

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WAKE COUNTY, NC 665
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/29/2008 AT 15:57:45

BOOK:013117 PAGE:01081 - 01083

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: **$ 0.00**

Parcel Identifier No. **0054806**
Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE
This instrument was prepared by: James R. Rogers III

Brief description for the Index: _____

THIS DEED made this 13th day of March, 2008, by and between

GRANTOR	GRANTEE
Brian S. Walsby, an unmarried man	**Brian S. Walsby, an unmarried man and Carole Pierce, an unmarried woman, as Joint Tenants with rights of survivorship** **412 Jones Franklin Road** **Raleigh, NC 27606**

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:

BEING all of Lot 1 as shown on map recorded in Book of Maps 2001, Page 17, Wake County Registry entitled "Survey for Raleigh Church of Christ Recombination of Lots 1, 2, & 3 Doug Perry Property and Lots 165-168 Block C Fairview Hills No. 2 dates 1/3/01 prepared by B.L. Scott & Co.

THIS DEED IS BEING RECORDED TO CREATE A JOINT TENANCY WITH THE RIGHT OF SURVIVORSHIP.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 13000, Page 2700

A map showing the above described property is recorded in Plat Book 2001 Page 17

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:

This conveyance is made SUBJECT TO any and all matters as shown on the recorded map, restrictive covenants of record, general utility and service easements of record and ad valorem taxes for the year 2008.

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: _____

Brian S. Walsby (SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

State of North Carolina, County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Brian S. Walsby 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 March, 2008.

My Commission Expires: 11/16/12

Notary Public

State of North Carolina - County of Wake

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

_____

_____

_____

Witness my hand and Notarial stamp or seal this 13th day of March, 2008.

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:013117 PAGE:01081 - 01083

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

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22.004-1/20/06

BK013161PG01571

WAKE COUNTY, NC 638
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/30/2008 AT 15:38:46

BOOK:013161 PAGE:01571 - 01573

Revenue: **$0.00** (For Recording Data)

Parcel Identifier/Tax Account/PIN No.: **0090301**

Brief Description for the Index: Lot 1, Lake Shore Office Park

After recording, mail to: Grantee

Prepared by: Ragsdale Liggett PLLC (Ramseur) without the benefit of title examination

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NORTH CAROLINA GENERAL WARRANTY DEED

This Deed is made as of this the 20th day of June, 2008, by and between **BRADLEY ERIC STRICKLAND**, an unmarried individual, (**"Grantor"**) and **JONES FRANKLIN LLC**, a North Carolina limited liability company, ("**Grantee**") with a mailing address of **4501 Touchstone Forest Road, Raleigh, North Carolina 27612.**

For valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor has and by these presents does hereby grant, bargain, sell and convey unto Grantee in fee simple absolute all of that certain lot or parcel of land (the "Premises") located in the City of Raleigh, Swift Creek Township, Wake County, North Carolina and more particularly described as follows:

BEING ALL OF Lot 1, as shown on a map entitled "Lake Shore Office Park" prepared by J. Fred Davis, Jr., Engineer, recorded in Book of Maps 1974, Page 382, Wake County Registry.

ALSO BEING the same premises conveyed to Grantor by deed recorded in Book **10737**, Page **276**, Wake County Registry.

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

And Grantor covenants with 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 lien of ad valorem taxes for the year 2008, not yet due or payable; easements, restrictions and rights of way of record, if any, affecting the Property herein described; and utility lines, easements and rights of way located over, under or upon the subject property.

The designation of Grantor and Grantee as used in this Deed includes the parties expressly named herein, their heirs, successors, and assigns and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals all as of the day and year first above written.

Bradley Eric Strickland (SEAL)
BRADLEY ERIC STRICKLAND

STATE OF NORTH CAROLINA

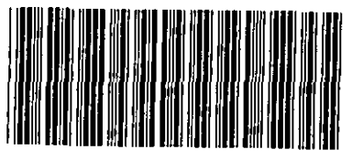
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **BRADLEY ERIC STRICKLAND**, as an unmarried individual

Date: **June 20, 2008**

(SEAL)
NICOLE M. TREADWELL NOTARY PUBLIC WAKE COUNTY, NC Comm. Exp. 12-5-2012.

Printed Name of Notary: Nicole M. Treadwell
Notary Public Nicole M. Treadwell
My commission expires: Dec. ~~05~~ 05, 2012



BOOK:013161 PAGE:01571 - 01573

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

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BK013223PG00596

WAKE COUNTY, NC 301
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/25/2008 AT 13:45:58
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $416
BOOK:013223 PAGE:00596 - 00598

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $416.00

Tax Account No. _____ Parcel Identifier No. 0215802

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

Mail/Hold after recording: HOLD FOR: MONROE, WYNE & WALLACE, P.A. - BOX #142

This instrument was prepared by: Monroe, Wyne & Wallace, P.A., 3225 Blue Ridge Road, Suite 117, Raleigh, NC 27612

Brief description for the Index: Lot 6, Benedum Place

THIS DEED made this 22nd day of August, 2008 by and between

GRANTOR	GRANTEE
Sarah J. Barnhill, unmarried 109 Park Lane Morrisville, NC 27560	Michael S. Strawbridge, unmarried 111 Benedum Place Cary, NC 27518

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 the 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 Town of Cary, Cary Township, Wake County, North Carolina, and more particularly described as follows:

BEING all of Lot 6 as shown on plat entitled "Subdivision of Benedum Place, a Portion of Wellington PUD, Phase 1, Property of Goodwill Corporation, Cary, N.C." dated December 20, 1994, prepared by John Y. Phelps, Jr., RLS, recorded in Book of Maps 1995, Page 856, Wake County Registry, reference to which is hereby made for a more particular description.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 11689, Page 2649, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1995 , Page(s) 856, 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, TOGETHER WITH AND SUBJECT TO the following exceptions:

1. Restrictive covenants recorded in Book 3905, Page 325; Book 6621, Page 650; Book 7030, Page 795, Wake County Registry.
2. Easements of Record.
3. 2008 ad valorem taxes.

Title insured by Market Title Company, LLC.

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

_____ Sarah J. Barnhill (SEAL)
(Entity Name}
Sarah J. Barnhill

By: _____
Title: _____ _____ (SEAL)

_____ (SEAL) _____ SEAL)

State of North Carolina, County of Wake

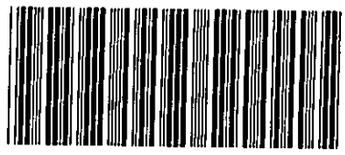
I, Christopher M. Wyne, a Notary Public for the aforesaid County and State, do hereby certify that Sarah J. Barnhill, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by her for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 22nd day of August, 2008.

CHRISTOPHER M. WYNE NOTARY PUBLIC WAKE COUNTY, NC

_____
Notary ~~Public~~: Christopher M. Wyne (print name)
My Commission Expires: 10-3-13

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:013223 PAGE:00596 - 00598

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

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BK013251PG01184

WAKE COUNTY, NC 317
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/23/2008 AT 15:59:46

BOOK:013251 PAGE:01184 - 01186

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ -0-

Parcel Identifier No. 0120052 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 27, SEC TWO, ATHENA WOODS

THIS DEED made this 15th day of September, 20 08, by and between

GRANTOR	GRANTEE
JAMES ARTHUR TOMPKINS, SR. and spouse, SHARON MARIE TOMPKINS 3505 CANTER LANE RALEIGH, NC 27604	T & B VENTURES, LLC. 3505 CANTER LANE 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 the City of RALEIGH, _____ Township, WAKE County, North Carolina and more particularly described as follows:

BEING all of Lot 27 as shown on plat of Athena Woods, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6932 page 821.

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

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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 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)

By:_____
Title:_____

By:_____
Title:_____

By:_____
Title:_____

JAMES ARTHUR TOMPKINS, SR. (SEAL)

SHARON MARIE TOMPKINS (SEAL)

_____ (SEAL)

_____ (SEAL)

State of North Carolina - County of WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that JAMES ARTHUR TOMPKINS, SR. and spouse, SHARON MARIE TOMPKINS 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 September, 2008

ANDREW S. MARTIN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 3-1-2009.

My Commission Expires:_____

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.

_____ Register of Deeds for _____ County

By:_____ Deputy/Assistant - Register of Deeds

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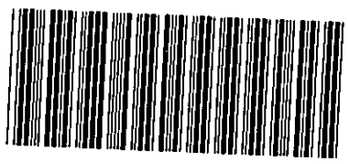

BOOK:013251 PAGE:01184 - 01186

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Laura M. Riddick
Register of Deeds

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22.004-1/20/06

BK013256PG00855

WAKE COUNTY, NC 22
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/29/2008 AT 08:53:15

BOOK:013256 PAGE:00855 - 00857

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$ Deed of gift; no stamps** MML	Recording Time, Book and Page
Tax Map No.	Tax Identifier No. 000056757

Mail after recording to: Grantees

This instrument was prepared by: Michael M. Lakin

Brief description for the Index: Lot 29, Blk E, PB 1975/130

THIS DEED made this 26th day of September, **2008 by and** between

GRANTOR

Shrikant V. Kulkarni and Joyce G. Kulkarni, tenants in common

GRANTEE

Shrikant V. Kulkarni and Joyce G. Kulkarni, husband and wife, tenants by the entireties
1323 Mellon Court, Cary, N.C. 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 the City of Cary, Wake County, North Carolina, and more particularly described as follows:

BEING all of Lot 29, Block E, Additions to Hillsdale Forest Subdivision, Section Six – Revised, as shown on map recorded in Book of Maps 1975, Page 130, Wake County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 8710, Page 2304, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1975, Page 130, 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:

None

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.

_____ S. Kulkarni (SEAL)
(ENTITY NAME)

By: _____ Joyce G. Kulkarni (SEAL)
Title: _____

By: _____ _____ (SEAL)
Title: _____

_____ (SEAL)

NORTH CAROLINA Durham COUNTY

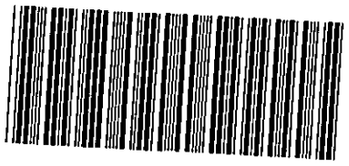
I, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Shrikant V. Kulkarni and Joyce G. Kulkarni, Grantor(s). Witness my hand and official stamp or seal, this the 26th day of September, 2008.

My Commission Expires: 8/24/2009

Michael M. Lakin
Notary Public

Print Notary Name: Michael M. Lakin

MICHAEL M. LAKIN NOTARY PUBLIC DURHAM COUNTY, N. C.



BOOK:013256 PAGE:00855 - 00857

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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 274
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/05/2008 AT 15:32:17
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $10911
BOOK:013317 PAGE:00772 - 00778

Excise Tax: $10,911.00

Tax Lot No. _____ **Parcel Identifier No.** 0773918799

Mail after recording to: Stuart Law Firm, 1033 Wade Ave., Ste. 202, Raleigh, NC 27605

This instrument was prepared by: Theresa S. Dew
Stuart Law Firm, PLLC
1033 Wade Ave., Ste. 202,
Raleigh, NC 27605

Brief Description for the Index: 5580 Centerview Drive

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of this 1st day of December, 2008, by and between

GRANTOR	GRANTEE
CENTER 192, LLC, a North Carolina limited liability company (38.93% undivided interest)	**BUILDERS FIRST LLC**, a North Carolina limited liability company 5580 Centerview Drive Raleigh, North Carolina 27606

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successor, 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 the Grantor's rights, title and 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 by reference.

The property hereinabove described was acquired by Grantor by Instrument recorded in Book 12623, Page 1205; Book 12623, Page 1212; and, Book 12629, Page 763.

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

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 those matters set forth on Exhibit "B", attached hereto and incorporated herein by reference.

[*Signature on following page*]

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

CENTER 192, LLC,
a North Carolina limited liability company

By: _____ (SEAL)
Thomas D. Higgins, III,
as Manager

NORTH CAROLINA
Orange County

I, Carolyn H. Clayton, Notary Public for Alamance County, North Carolina, certify that Thomas D. Higgins, III personally came before me and acknowledged that he is Manager of CENTER 192, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the 1st day of December, 2008.

[Seal]

Carolyn H. Clayton
Notary Public

Carolyn H. Clayton
Typed/Printed Name of Notary

My commission expires: 9-3-2013

CAROLYN H. CLAYTON NOTARY PUBLIC ALAMANCE COUNTY, NC

EXHIBIT "A"

A portion of Lot 6 of The Koger Center, lying and being in Raleigh Township, Wake County, North Carolina (Lot 6 being shown on the plat entitled "Plat of Lot 6 of The Koger Center" recorded in Book of Maps 1986 Page 1029), more particularly described as follows:

Beginning at NCGS monument "Jofrank" NC Grid Coordinates (NAD: 83) N: 731,185.7948 feet and E: 2,079,596.8906 feet; thence North 79° 42' 13" East 614.49 feet (ground distance) to an iron pipe found along the right-of-way of I 440, the point and place of beginning.

Thence North 66° 19' 45" West a distance of 148.03 feet to an iron pipe set; thence North 45° 57' 00" West a distance of 689.68 feet to an iron pipe set; thence a curve to the right having a radius of 1,769.860 feet and a chord bearing and distance of North 28° 04' 40" West 304.12 feet to a monument marked M-11; thence North 23° 05' 08" West a distance of 135.931 feet to a #5 rebar; thence North 74° 20' 09" East a distance of 294.42 feet to a #5 rebar; thence running with the right-of-way of Centerview Drive, the next 5 calls, a curve to the left, having a radius of 330,000 feet and a chord bearing and distance of South 52° 36' 28" East 396.69 feet to a #5 rebar; thence South 89° 33' 14" East a distance of 350.48 feet to a #5 rebar; thence South 0° 26' 46" West a distance of 10.00 feet to a #5 rebar; thence South 89° 33' 14" East a distance of 325.06 feet to a #5 rebar; thence a turnout radius, having a radius of 20.000 feet and a chord bearing and distance of South 36° 01' 34" East, 32.17 feet to an iron pipe set; thence with the western right-of-way of Jones Franklin Road 17° 30' 07" West a distance of 26.84 feet; thence leaving said right-of-way, and running with Elizabeth Mercer South 88° 52' 32" West a distance of 116.84 to a 1/2" iron pipe found; thence continuing with Elizabeth Mercer, and also running with Charles L. Wright, and James W. Dickens, North 87° 20' 21" West a distance of 375.87 feet to a 1" pipe found; thence South 85° 11' 20" West a distance of 15.95 feet to a 1/2" iron pipe found; thence continuing with James W. Dickens, South 15° 02' 29" West a distance of 193.76 feet to a 1/2" iron pipe found; thence running with the western right-of-way, being the end of Woodsdale Drive, South 15° 56' 31" West a distance of 60.41 feet to a #5 rebar; thence with the southern right-of-way of said road, South 73° 56' 40" East a distance of 14.74 feet to a 3/4" iron pipe found; thence running with Edward K. Bell, South 15° 03' 05" West a distance of 209.51 feet to a 3/4" iron pipe found; thence South 73° 15' 42" East a distance of 110.01 feet to a 1/2" iron pipe found; thence running with Steven Newman, South 14° 51' 37" West a distance of 20.12 feet to a 1/2" iron pipe found; thence South 74° 13' 06" East a distance of 109.86 feet to an axle; thence running with the Schnider Group LLC, and with Lyman Dixon, South 14° 28' 50" West a distance of 191.32 feet to a 3/4" iron pipe found the point of beginning containing: 9.12610 acres of land, more or less.

Less and Except:

All that certain tract or parcel of land lying and being situated in Wake County, North Carolina, and more particularly described as follows:

To find the true point of beginning, commence at an iron pin set at the intersection of the northeastern right-of-way line of Woodsdale Road (60' public R/W) with the western right-of-way line of Jones Franklin Road (60' public R/W); run thence in a generally northeasterly direction along said western right-of-way line of Jones Franklin Road N15-32-50E, 326.87 feet to an iron pin set; thence leaving said right-of-way line, run S88-18-48W, 15.52 feet to the true point of beginning, said point being the old Northeast common corner between Lot 6 Koger Property and Lot 7 Templeton Land; from the true point of beginning as thus established, and continuing thence with said old lot line S88-18-48W, 116.84' to a

point and N87-53-35W 139.07' to the old Northwest common corner of Lot 6 Koger Property and Lot 1 Templeton Land; thence along a new lot line N16-17-20E, 51.29' to a point in the southern right-of-way of Centerview Drive (variable public R/W); thence along said right-of-way the following courses and distances; N89-49-20E, 229.69' to an existing iron rod; along a curve to the right with radius of 20.13' a length of 37.75' said curve having a chord bearing and distance of S36-57-33E, 32.46' to a point; and S16-56-23W, 26.84 to the true point of beginning containing 0.3056 acres as shown by exhibit map by John A. Edwards & Company entitled "Lot 1 - Templeton Land and Lot 6 Koger Property," dated March 15, 2006, a copy of which map is attached as Exhibit B to the North Carolina Special Warranty Deed recorded in Book 11900 Page 1305.

The above-described less-and-except parcel is that portion of land that is recombined to form Lot 1 Templeton Land and is described as "Area Previously Re-combined by DB 11900, PG 1305" and depicted on the recombination plat dated March 15, 2006, entitled "Lot 1 - Templeton Land & Lot 6 Koger Property" recorded in Book of Maps 2007, Page 1232.

EXHIBIT "B"

1. Taxes for the year 2008, and subsequent years, not yet due and payable.

2. Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Centerview Office Park dated April 7, 2006 appearing of record in Book 11900 at Page 1267, but this policy insures that a violation thereof will not cause a forfeiture or reversion of title.

3. Drainage Easement Agreement dated December 8, 2006 recorded in Book 12305 at Page 2136 of the Wake County Registry benefits the subject property but imposes certain obligations on the owner of the benefited property.

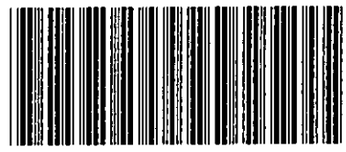
4. Twenty-foot sanitary sewer easement, 20-foot and 25-foot utility easements and Parshall flume metering station recorded in Book 3280, Page 750 (recorded-5-9-84) and Book 3276, Page 72 (recorded 5-1-84) and as shown on plat recorded in Book of Maps 1984, Page 225 (recorded 2-22-84), Wake County Registry.

5. Non-exclusive underground electrical easement(s) to Carolina Power & Light Company recorded in Book 3988 at Page 92.

6. Easement(s) to Carolina Power & Light Company recorded in Book 4889 at Page 221.

7. Rights of American Kennel Club as tenant pursuant to an unrecorded lease, including a right of first refusal and option to purchase described in a Lease Rider made a part of an unrecorded Lease dated June 16, 1998, with KOALA Raleigh Realty Holding Co., Inc. as landlord.

8. A wood fence located predominately on the property owned now or formerly by Edward K. Bell and Dorothy H. Bell (near the east end of the Land) encroaching onto the Land, as disclosed on the plat of survey dated May 30, 2007 (last revised June 8, 2007), prepared by Krause Surveying Associates, Inc., and designated "Lot 6 Koger ASBUILT.dwg".



BOOK:013317 PAGE:00772 - 00778

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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
7 # of Pages 8C

22.004-1/20/06

WAKE COUNTY, NC 595
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/30/2009 AT 16:06:21
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $400
BOOK:013606 PAGE:02294 - 02300

Excise Tax:$400.00
Tax Lot No. _____ Parcel Identifier No. 19723
Verified by County on the day of , 20 by

Mail after recording to: Grantee
This instrument was prepared by: Stam, Danchi & Donaldson, PLLC

Brief Description for the index | 511 and 515 Jones Franklin Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12 day of June , 2009, by and between

GRANTOR	GRANTEE
Betsy Early Prince, widow; Paula Marie Early Krause and husband, Walter G. Krause; Donna Leigh Early Barrick, unmarried; Steven Dale Early And wife, Sandra Dale Early; William Davie Early, a free trader; Catherine Gail Early Williamson And husband, Paul Bradford Williamson	Michael Riccardi and Wife, Ronni Riccardi 4608 Jernigan Dr. Apex, NC 27539

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 the attached Exhibit A which is incorporated herein by reference.

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 restrictions, easements and covenants of record.
2009 ad valorem taxes.

Paula Marie Early Krause (SEAL)
Paula Marie Early Krause

Walter G. Krause (SEAL)
Walter G. Krause

SEAL-STAMP

STATE OF NORTH CAROLINA, COUNTY OF Brunswick

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document: PAULA MARIE EARLY KRAUSE and husband, WALTER G. KRAUSE

Date June 12, 2009

Bessie V. Brown
NOTARY PUBLIC
BRUNSWICK COUNTY, N.C.
MY COMMISSION EXPIRES 9/5/2010

Bessie V. Brown Notary Public

My Commission Expires: 9/5/2010 Printed Name of Notary Bessie V. Brown

Donna Leigh Early Barrick
DONNA LEIGH EARLY BARRICK

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

A Notary Public of the County and State aforesaid, certify that DONNA LEIGH EARLY BARRICK personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of June, 2009.

Bessie V. Brown
Notary Public
Printed Name of Notary: Bessie V. Brown
My Commission expires: 9/5/2010

Bessie V. Brown
NOTARY PUBLIC
BRUNSWICK COUNTY, N.C.
MY COMMISSION EXPIRES 9/5/2010

Steven Dale Early (SEAL)
STEVEN DALE EARLY

Sandra Dale Early (SEAL)
SANDRA DALE EARLY

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

A Notary Public of the County and State aforesaid, certify that STEVEN DALE EARLY and wife, SANDRA DALE EARLY personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of June, 2009.

Bessie V. Brown
Notary Public
Printed Name of Notary: Bessie V. Brown
My Commission expires: 9/5/2010

Bessie V. Brown
NOTARY PUBLIC
BRUNSWICK COUNTY, N.C.
MY COMMISSION EXPIRES 9/5/2010

William Davie Early (SEAL)
WILLIAM DAVIE EARLY

20 # 19942570015

BETTY WELLS CARTERET COUNTY NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF WAKE

A Notary Public of the County and State aforesaid, certify that WILLIAM DAVIE EARLY personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of June, 2009.

Betty W Wells
Notary Public
Printed Name of Notary: Betty W Wells
My Commission expires: 07/02/2013

BETTY WELLS CARTERET COUNTY NOTARY PUBLIC

Catherine Gail Early Williamson (SEAL)
CATHERINE GAIL EARLY WILLIAMSON

STATE OF NORTH CAROLINA
COUNTY OF Carteret

A Notary Public of the County and State aforesaid, certify that CATHERINE GAIL EARLY WILLIAMSON personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of June, 2009.

Betty W Wells
Notary Public
Printed Name of Notary: Betty W Wells
My Commission expires: 07-02-2013

20 19942570015

(SEAL)
PAUL BRADFORD WILLIAMSON

STATE OF NORTH CAROLINA
COUNTY OF Carteret

A Notary Public of the County and State aforesaid, certify that PAUL BRADFORD WILLIAMSON personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of June, 2009.

Notary Public
Printed Name of Notary: Betty W.
My Commission expires: 07-07-20

BETTY WELLS PRINCE NOTARY PUBLIC CARTERET COUNTY, N.C.

20 Plus 19425
Betsy Early

(SEAL)
BETSY EARLY PRINCE

STATE OF North Carolina
COUNTY OF Wake

A Notary Public of the County and State aforesaid, certify that BETSY EARLY PRINCE personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19 day of June, 2009.

Notary Public
Printed Name of Notary: Jeanetta L. Tudor
My Commission expires: 7-12-2012

JEANETTA L. TUDOR NOTARY PUBLIC WAKE COUNTY, NC

Catherine Gail Early Williamson POA
By Paula Marie Early Krause SEAL
Catherine Gail Early Williamson by Paula Marie Early Krause, attorney-in-fact

NORTH CAROLINA, WAKE COUNTY

I, the undersigned, a Notary Public for said County and State, does hereby certify that PAULA MARIE EARLY KRAUSE as attorney in fact for CATHERINE GAIL EARLY WILLIAMSON personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed for and in behalf of the said CATHERINE GAIL EARLY WILLIAMSON and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of Wake, State of North Carolina, in Book 13606, Page 2288 and that this instrument was executed under and by virtue of the authority given by said instrument granting them power of attorney.

I do further certify that the said PAULA MARIE EARLY KRAUSE acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said CATHERINE GAIL EARLY WILLIAMSON

Witness my hand and official seal, this 15th day of June, 2009.

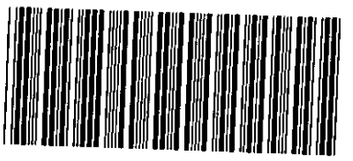
My Commission Expires: 8.5.2012

Darlene S. Keith
Notary Public

Printed Name: Darlene S Keith

LEGAL DESCRIPTION
511 AND 515 JONES FRANKLIN ROAD

BEGINNING at a point in the eastern right of way line of Jones Franklin Road, said point of BEGINNING being located at the intersection of the eastern right of way line of Jones Franklin road, the northwestern corner of the tract herein described and the southwest corner of Christopher S. Parker, runs thence from said point of BEGINNING South 83 degrees 21 minutes 23 seconds East 118.06 feet to an existing iron pipe; runs thence South 83 degrees 07 minutes 54 seconds East 64.46 feet to an existing iron pipe; runs thence South 83 degrees 40 minutes 24 seconds East 126.83 feet to a new iron pipe; runs thence South 09 degrees 47 minutes West 98.40 feet to an existing iron pipe; runs thence North 83 degrees 54 minutes West 125.35 feet to an existing iron pipe; runs thence South 08 degrees 49 minutes West 20.45 feet to an existing iron pipe; runs thence North 83 degrees 32 minutes 06 seconds West 58.64 feet to an existing iron pipe; runs thence North 83 degrees 25 minutes 12 seconds West 114.30 to an existing iron pipe; runs thence North 83 degrees 25 minutes 12 seconds West 9.50 feet to a new iron pipe in the eastern right of way of Jones Franklin Road, runs thence with said right of way North 08 degrees 50 minutes 32 seconds East 119.83 feet to the point and place of BEGINNING and being all of that certain tract of land containing 0.786 net acres as shown by map and survey of Derward W. Baker dated 8-29-95 entitled "Survey for David L. Early".



BOOK:013606 PAGE:02294 - 02300

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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

22.004-1/20/06

BOOK 1360 PAGE 527

This deed drawn by Stanley L. Seligson, Attorney

NORTH CAROLINA — Wake County.

THIS DEED, made this day of March, 1959, by George W. Grady and wife, Elizabeth M. Grady, Grantors,

To North Carolina Highway Commission, an Agency of the State of North Carolina, with its principal office in Raleigh, North Carolina, Grantees, all of Wake County, North Carolina; Witnesseth: That the Grantors, in consideration of Ten Dollars and other valuable considerations 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 Meredith Township, adjoining the lands of the West side of Jones-Franklin Road and others, and more particularly described as follows:

BEGINNING at a point in the center of the Jones-Franklin Road, 75 feet Northeastwardly from J. E. Stones corner in the center of said road; running thence with the North line of Lot No. 2 North 73° 30 minutes West 424 feet to an iron pipe in the center of an old road, Jones' Northwest corner, thence with the center of said old road North 5° East 100 feet to an iron pipe; thence South 73° East 480 feet to the center of Jones-Franklin Road, thence with the center of said road South 37° West 100 feet to the BEGINNING, containing one acre and being Lot No. 3 of the H. G. Franklin property as shown by survey of C. L. Mann, Engineer, October, 1954.

This property was conveyed to Grantors by deed dated October 27, 1955 recorded in Book 1186 Page 368 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 George W. Grady and wife, Elizabeth M. Grady 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)

(SEAL) George W. Grady (SEAL)
George W. Grady

(SEAL) Elizabeth M. Grady (SEAL)
Elizabeth M. Grady

NORTH CAROLINA — Wake County. (If acknowledgment not taken in Wake County, N. C., show county and state where taken)

I, Julia Earp, a Notary Public, do hereby certify that George W. Grady and his wife, Elizabeth M. Grady, 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 21st day of April, 1959. My commission expires 9-19-60

NOTARIAL SEAL HERE
(Seal must be impressed sufficiently for Notary's name to be readable)

Julia Earp Notary Public.

NORTH CAROLINA — Wake County

The foregoing certificate(s) of Julia Earp, 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 21 day of April 1959

Esta D. Cannaday
Deputy Clerk Superior Court.

Probate fee 25c paid ✓

Filed for registration on the 21 day of April, 1959, at 1:31 o'clock P M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1360, Page 527.

Fee $ 1.25 paid.

By Mrs. C. A. Tucker
Deputy Register of Deeds

W. F. BOOKER, Register of Deeds.

Form No. 1—1-54 Rev. 5-54 - Copyright 1954 by Wake County Bar Association.--Mitchell Printing Co., Raleigh, N. C.

WAKE COUNTY, NC 258
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/12/2009 AT 14:50:38
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $4100
BOOK:013662 PAGE:01417 - 01421

Prepared By:
Legal Department
Accor North America, Inc.
4001 International Parkway
Carrollton, Texas 75007
(972) 360-5914

Return To:
~~Chicago Title~~
Box 42

SPECIAL WARRANTY DEED

STATE OF NORTH CAROLINA §
§
§
COUNTY OF WAKE §

Pin# 0773631121

Transfer Tax Fee: $4,100.00

THIS SPECIAL WARRANTY DEED is dated to be effective as of 12th day of August, 2009 by **MOTEL 6 OPERATING L.P.**, a Delaware limited partnership ("Grantor"), whose principal place of business is 4001 International Parkway, Carrollton, Texas 75007, to **SUNSTAR RALEIGH, INC.**, a North Carolina corporation ("Grantee"), whose principal address is 50 Route 9 North, Suite 202, Morganville, New Jersey 07751 .

W I T N E S E T H, that Grantor, for and in consideration of the sum of TWO MILLION FIFTY THOUSANDDOLLARS ($2,050,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, assigned and conveyed and does hereby grant, bargain, sell, transfer, assign and convey unto Grantee and its successors and assigns forever, all of the real property, together with improvements, if any, situated, lying and being in the County of Wake State of North Carolina, said property more particularly described in Exhibit "A", attached hereto for all purposes.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that at the time of the delivery of these presents, it is well seized of the premises above conveyed, has good and indefeasible record fee simple title, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other liens, leases, encumbrances, covenants, conditions and other matters affecting title except the permitted title exceptions described in Exhibit "B", attached hereto for all purposes.

Grantor hereby warrants that Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises together with any and all rights and appurtenances thereto, conveyed to Grantee and its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, when the claim is by, through, or under Grantor but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this deed as of date set forth above.

GRANTOR:

Motel 6 Operating L.P., a Delaware limited partnership

By: Accor North America, Inc., managing general partner

By: Kristin Taylor
Title: Vice President of Real Estate & Development

LEGAL DEPT.
APPROVED AS TO FORM
8-5-9

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DENTON §

This the 7th day of August, 2009, personally came before me, Judy A. Linville, Notary Public for the above county and state, Kristin Taylor, who, being by me duly sworn, says that she is Vice President of Real Estate & Development of Accor North America, Inc., the managing general partner of Motel 6 Operating L.P., a Delaware limited partnership, and that said writing was signed by her on behalf of said corporation by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation on behalf of said limited partnership.

Witness my hand and official seal, this the 7 day of August, 2009.

Notary Public
My Commission Expires: 2/7/2010

JUDY A. LINVILLE
MY COMMISSION EXPIRES
February 7, 2010

EXHIBIT "A"
LEGAL DESCRIPTION

LYING and being situate in Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at a point, said point being N 45°17'49" E 244.56' from an existing concrete monument at the intersection of the rights-of-way Buck Jones Road and the exit ramp of U.S. 1 & 64; thence with the right-of-way of Buck Jones Road N 48°10' E, 386.20' to a point; thence away from the right-of-way S 41°50' E, 324.98' to a point; thence S 68°45' W, 154.97' to a point; thence S 70°11' W 291.59' to a point; thence N 31°37' W, 163.77' to the point and place of beginning containing 2.277 Acres according to a survey by Al Prince & Associates, P.A. dated 3 October, 1989.

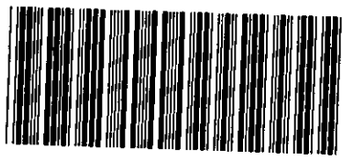
AND BEING the residue of the property conveyed to the party of the first part by Deed dated October 30, 1975, from J. Larkin Pahl, Trustee, recorded in Deed Book 2355 at Page 77 among the land records of Wake County, North Carolina.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the title regarding the matters disclosed by survey entitled "Motel 6 – NC Project" by Jimmy F. Cain, P.L.S., dated July 21, 2009, last revised July 24, 2009.

2. Rights of others to access the property reserved by easement for ingress and egress to South Hills Shopping Center in Book 2355, Page 77, Wake County Registry, as shown on survey.

3. Right of way of Buck Jones Road.



BOOK:013662 PAGE:01417 - 01421

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

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22.004-1/20/06

BK013687PG01117

WAKE COUNTY, NC 283
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/02/2009 AT 15:03:17
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $339
BOOK:013687 PAGE:01117 - 01119

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 339.00

Parcel Identifier No. 0120063 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Law Offices of Karen Donaldson, PLLC, 1144 Executive Circle, Ste 102-A, Cary, NC

Brief description for the Index: LT 38, SEC 2, ATHENA WOODS

THIS DEED made this 1st day of September, 20 09, by and between

GRANTOR	GRANTEE
Larry N. Williams and wife, Arnette I. Williams	David Atkins, and Wife Elise T. Atkins 5532 Kaplan Drive Raleigh, NC 27606

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 Number 38, Athena Woods, Section 2, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5078 page 468.

A map showing the above described property is recorded in Plat Book 1981 page 466.

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 and easements of record. 2009 ad valorem taxes.

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:_____

Larry N. Williams (SEAL)

Arnettie I. Williams (SEAL)

_____(SEAL)

_____(SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Larry N. Williams and wife, Arnettie I. 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 28th day of August, 2009

My Commission Expires: 10/17/2012

GRACE A CARVAJAL
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 10-17-2012

Notary Public

State of North Carolina - County of _____

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

My Commission Expires:_____

_____
Notary Public

State of North Carolina - County of _____

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

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

My Commission Expires:_____

_____
Notary Public

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

_____ Register of Deeds for _____ County

By:_____ Deputy/Assistant - Register of Deeds

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BOOK:013687 PAGE:01117 - 01119

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

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GBJ 2007/20/06

BK013787PG01535

WAKE COUNTY, NC 65
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/08/2009 AT 10:25:35
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $350
BOOK:013787 PAGE:01535 - 01538

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 350.00

Parcel Identifier No. 067105 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Harris & Hilton, PA, 7320 Six Forks Road, Raleigh, NC 27615

This instrument was prepared by: Harris & Hilton, PA, 7320 Six Forks Road, Raleigh, NC 27615

Brief description for the Index: LOT 22-27, Fairview Hills

THIS DEED made this 7th day of December, 20 09, by and between

GRANTOR	GRANTEE
WAYPOINT INVESTMENTS, LLC 3434-135 Kildaire Farm Rd, #131 Cary, NC 27518	KEVIN ANDREW SOUTH 333 Jones Franklin Road Raleigh, NC 27606

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:
RECOND L22-27 Fairview Hills, as further shown on Exhibit A. attached hereto for a more complete description

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 _____.

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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:

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

WAYPOINT INVESTMENTS, LLC (SEAL)
(Entity Name)

By: _____ (SEAL)
Title: Manager

By: _____ (SEAL)
Title: 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

I, the undersigned Notary Public of the County and State aforesaid, certify that Christopher S. Tucker and personally came before me this day and acknowledged that he is the Manager Courtney R. Tucker of WAYPOINT INVESTMENTS, 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 7th day of December, 2009.

My Commission Expires: 6/19/2010

Kristina M. Carter
Notary Public

Kristina M. Carter
Notary Public
Wake County
North Carolina

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

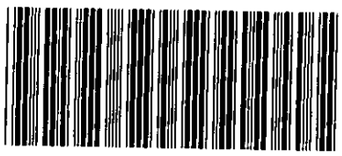
By: _____ Deputy/Assistant - Register of Deeds

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

BEGINNING at a point in the eastern right of way of Jones Franklin Road, which point is 613.30 feet in a southerly direction along said right of way line from its intersection with the centerline of the right of way of Barringer Road; runs thence S 77 degrees 46' 35" E 39.90 feet to a point; thence S 86 degrees 23' 19" E 68.33 feet to a point; thence N 39 degrees 40' 45" E 60.00 feet to a point; thence N 51 degrees 03' 43" E 55.04 feet to a point; thence S 08 degrees 30' 48" W 150.00 feet to a point; thence N 86 degrees 23' 19" W 177.26 feet to a point in the aforesaid eastern right of way line of Jones Franklin Road; thence along said point in the aforesaid eastern right of way line of Jones Franklin Road; thence along said right of way line N 08 degrees 53' 00" 70.00 feet to a point, being the point and place of BEGINNING; and being an area of 0.337 acre, and being a part of Lots 22, 23, 24, 25, 26, and 27, Block B, Fairview Hills, as shown on a map recorded in Book of Maps 1945, Page 92, Wake County Registry; and as recombined as shown of map recorded in Book of Maps 1985, Page 2023, Wake County Registry.

Property having address of 333 Jones Franklin Road, Raleigh, NC 27606



BOOK:013787 PAGE:01535 - 01538

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

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22.004-1/20/06

BK013808PG02162

WAKE COUNTY, NC 235
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/29/2009 AT 13:31:53

BOOK:013808 PAGE:02162 - 02164

Instrument Prepared By: STEVENS & HAND, PLLC, 547 KEISLER DRIVE SUITE 204, CARY, NC 27518
Mail After Recording To: GRANTEE

Excise Tax: $ 0.00 Tax ID No.: 122146

QUITCLAIM DEED

State of North Carolina
County of WAKE

THIS DEED, made this , by and between DANIEL W. SHATTUCK and wife, THERESA M. SHATTUCK, Grantor(s), and RONALD L. HARTIS and wife, SHARON J. HARTIS, Grantee(s), of 1301 KINGSTON RDIGE RD., CARY, NC 27511;

* 53 NORMANDY DR, CLAYTON, NC 27520 WITNESSETH:

That said Grantor(s), for and in consideration of the sum of No Dollars and 00/100 ($) Dollar(s) to their in hand paid, the receipt of which is hereby acknowledged, have remised and by these presents do remise, release, and forever quitclaim unto the Grantee(s) and their heirs and assigns all right, title, claim, and interest of the said Grantor(s) in and to a certain tract or parcel of land lying and being in the County of WAKE, and State of North Carolina, in CARY Township, and more particularly described as follows:

TRACT 2: BEGINNING AT A POINT, SAID POINT BEING 1,145.69 FEET SOUTH 50 DEGREES 55' EAST OF THE SOUTHWEST CORNER OF LOT 96 OF THE SALLIE MARCOM SUBDIVISION, THE MAP OF WHICH IS RECORDED IN BOOK OF MAPS 1954, PAGE 23, WAKE COUNTY REGISTRY, SAID POINT ALSO BEING IN THE WESTERN MARGIN OF U.S. HIGHWAY #1 AND #64 AS CONVEYED IN DEED BOOK 2472, PAGE 629, WAKE COUNTY REGISTRY; PROCEEDING THENCE NORTH 50 DEGREES 55' WEST 153.88 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 50 DEGREES 55' EAST 101.0 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 50 DEGREES 55' EAST 182.33 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 62 DEGREES 05' WEST 108.84 FEET ALONG THE WESTERN MARGIN OF U.S. HIGHWAY #1 AND #64 TO THE POINT OF BEGINNING, AND CONTAINING 0.39 ACRES AND BEING A PORTION OF THE LOT 128 OF THE SALLIE MARCOM SUBDIVISION ACCORDING TO THE AFOREMENTIONED MAP. SEE ALSO SURVEY OF JOHN Y. PHELPS, JR., DATED JUNE 10, 1981.

THIS DEED IS EXECUTED TO CORRECT AN INCORRECT LEGAL DESCRIPTION ON DEED RECORDED IN BOOK OF MAPS 4335, PAGE 106 WAKE COUNTY REGISTRY.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges thereunto belonging to the Grantee(s) and their heirs and assigns, free and discharged of all right, title, claim, or interest of the Grantor(s) or anyone claiming by, through, or under them.

IN TESTIMONY WHEREOF, said Grantor(s) have hereunto set their hands and seals the day and year first above written.

Daniel W. Shattuck (seal)
DANIEL W. SHATTUCK

Theresa M. Shattuck (seal)
THERESA M. SHATTUCK

_____ (seal)

_____ (seal)

State of North Carolina
County of WAKE

I, , a Notary Public, do hereby certify that → THERESA M. SHATTUCK personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this .

My commission expires: 3/31/2014

Margaret M. Pardue
Notary Public Margaret M. Pardue

MARGARET M. PARDUE NOTARY PUBLIC WAKE COUNTY, N.C.

State of North Carolina
County of ~~WAKE~~ Johnston AE

I, , a Notary Public, do hereby certify that DANIEL W. SHATTUCK personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this .

My commission expires:
6-4-11

Notary Public

LAVERN CARTER NOTARY PUBLIC JOHNSTON COUNTY, NC

State of North Carolina
County of WAKE

The foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this _____ day of _____, _____, at _____ A.M., P.M., and duly recorded in the office of the Register of Deeds of _____ County, _____, in Book _____ at Page _____.

This the _____ day of _____, _____.

_____
Register of Deeds

_____
Assistant, Deputy Register of Deeds

BOOK:013808 PAGE:02162 - 02164

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

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22.004-1/20/06

BK013900PG01529

WAKE COUNTY, NC 425
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/05/2010 AT 15:47:35
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $310
BOOK:013900 PAGE:01529 - 01531

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 310.00

Parcel Identifier No. 0120061 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

Brief description for the Index: LOT 36, SEC 2, Athena Woods

THIS DEED made this 31st day of March, 2010 by and between

GRANTOR	GRANTEE
Miles Williams and spouse, Angie Dee Williams	Seward Eric Childs and spouse, Paula Satterly Childs 5540 Kaplan Drive Raleigh, NC 27606

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 36, Athena Woods Subdivision, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 11342 page 559.

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 1981 page 466.

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: Restrictions, Easements and Rights of Ways of Record if any and 2010 ad valorem taxes.

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

_____ (Entity Name)	_____ (SEAL) Print/Type Name: Miles Williams
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: Angie Dee Williams
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____

State of ~~North Carolina~~ CALIFORNIA - County or City of ~~Wake~~ SANTA CLARA

I, the undersigned Notary Public of the County or City of ~~Wake~~ SANTA CLARA and State aforesaid, certify that Miles Williams and spouse, Angie Dee 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 ~~21st~~ 19th day of March, 2010.

My Commission Expires: Dec 20th, 2010 _____ Notary Public
(Affix Seal) BALJINDER SANDHU Notary's Printed or Typed Name

BALJINDER SANDHU COMM # 1706810 Notary Public-California SANTA CLARA COUNTY My Comm. Exp. Dec 20, 2010

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: _____ _____ Notary Public
(Affix Seal) 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: _____ _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name

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BOOK:013900 PAGE:01529 - 01531

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

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22.004-1/20/06

BK013916PG01777

WAKE COUNTY, NC 400
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/22/2010 AT 16:29:37

BOOK:013916 PAGE:01777 - 01779

QUITCLAIM DEED

Prepared By: The Thompson Law Firm, PLLC 1708 Trawick Road, Ste 211, Raleigh, NC 27604

ID #: 120055

After Recording Hold For: The Thompson Law Firm, PLLC, Box 227

No Excise Stamps

[Without title opinion and no tax advice rendered]

Brief Description for Index: Lot 30, Athena Woods

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This QUITCLAIM DEED, made this 12 day of April, 2010, by **RAMSEY PROPERTY MANANGEMENT, LLC**, Trustee, of the **THE BLACKBIRD LAND TRUST U/A/D JULY 31, 2007**, 9405 Collingdale Way, Raleigh, NC 27617, Grantor to **FELICIA C. RAMSEY, and husband, KENNETH DALE RAMSEY,** 9405 Collingdale Way, Raleigh, NC 27617, Grantee.

WITNESSETH: That the Grantor, in consideration of one dollar ($1.00) and other valuable consideration to Grantor paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, grant, sell, convey and quitclaim unto the Grantee, Grantee's heirs and assigns, Grantor's interest in the following described parcel of land situated in County of Wake, State of North Carolina, and being more particularly described below:

BEING all of Lot 30, as shown on plat of Athena Woods, Section Two, as shown on plat of Athena Woods, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

Property Address: 5612 Thea Lane, Raleigh, NC 27607.

By acceptance and recording of this deed, the Grantee hereby assumes full liability for and agrees to pay any and all indebtednesses now outstanding, for which this property is security, and agrees to hold Grantor harmless from all liability or cost arising out of any such debts.

To have and to hold the above described parcel of land and all privileges thereunto belonging to the Grantee, his heirs and assigns, free and discharged from all interest of the Grantor or anyone claiming by, through or under Grantor, in fee simple.

SIGNATURES ON FOLLOWING PAGE

The property described herein is not the personal residence of the Grantor.

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, the day and year first above written.

RAMSEY PROPERTY MANANGEMENT, LLC

By: _____ (SEAL)
Kenneth Dale Ramsey, Manager

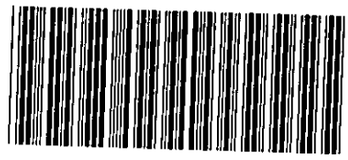
Wake County, North Carolina

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: *Kenneth Dale Ramsey, Manager of Ramsey Property Management, LLC*

Date: 4-12-10

_____
Notary
My commission expires: 12-2014

Official Seal
OFFICIAL SEAL
Notary Public, North Carolina
County of Durham
CURTIS D. BEST
My Commission Expires _____



BOOK:013916 PAGE:01777 - 01779

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

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22.004-1/20/06

BK013982PG02583

WAKE COUNTY, NC 181
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/25/2010 AT 13:01:40

BOOK:013982 PAGE:02583 - 02586

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0-

Parcel Identifier No. 0054080 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: J. Lee Carlton, Jr. (Prepared without title exam), ,

This instrument was prepared by: J. Lee Carlton, Jr. (Prepared without title exam), ,

Brief description for the Index: LOT 1315 Jones Franklin Road,

THIS DEED made this 22nd day of June, 2010 by and between

GRANTOR	GRANTEE
Nettie B. Pendergraft, Widow	Rosalind Pendergraft Jenrette 64 Sundew Court, Magnolia Place Clayton, NC 27527

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 Exhibit "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1264 page 103.

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

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

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:

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: _____

Nettie B. Pendergraft (SEAL)
Print/Type Name: _____

_____ (SEAL)
Print/Type Name: _____

_____ (SEAL)
Print/Type Name: _____

_____ (SEAL)
Print/Type Name: _____

State of North Carolina - County or City of Wake

I, the undersigned Notary Public of the County or City of Raleigh and State aforesaid, certify that Nettie B. Pendergraft 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 June, 2010

My Commission Expires: 6-17-2013
(Affix Seal)

Lisa Johnson
Notary Public
Lisa Johnson
Notary's Printed or Typed Name

LISA JOHNSON NOTARY PUBLIC WAKE COUNTY, NC

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 came before me this day and acknowledged that _he is the _____ of Nettie B. Pendergraft, Widow, 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 22nd day of June, 2010.

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

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

Exhibit "A"

BEGINNING at a point in the Eastern right of way line of the Jones-Franklin Road, said point being marked by an iron stake placed at the Southwest corner of the Castleberry lot and placed 30 feet East of the center line, at right angles, of the Jones-Franklin Road; runs thence South 84 degrees 30' East 439 feet to a point in the Newton line marked by an iron stake; runs thence along the Newton line South 5 degrees 30' West 228.5 feet to an iron stake, the Northeast corner of the Brown lot; runs thence North 88 degrees 09' West 510.1 feet to an iron stake placed in the Eastern right of way line of Jones-Franklin Road, the Northwest corner of the Brown lot; runs thence along the Eastern right of way line of the Jones-Franklin Road North 22 degrees 45' East 255.1 feet to the point and place of BEGINNING, the same being designated as Lot "B" on the said Crocker survey.

See will of J.M. Franklin, Book of Wills "Q", Page 10, Wake County Clerk's Office. See also deed recorded in Book 263, at Page 489, Wake County Registry.

BOOK:013982 PAGE:02583 - 02586

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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_____ New Time Stamp
_____ # of Pages 4

22.004-1/20/06

BK014220PG01331

WAKE COUNTY, NC 394
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/30/2010 AT 13:42:58

BOOK:014220 PAGE:01331 - 01335

Prepared by and Hold for: Young, Moore and Henderson, P.A. (JCB)
WCR Box no. 213

Tax Identification no. 00*44339*
Excise Tax: $0.00 - Trust Distribution Deed

NORTH CAROLINA

WAKE COUNTY

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS NORTH CAROLINA SPECIAL WARRANTY DEED, made this 30 day of December, 2010, by and between

DAVID J. MARTIN, JR., DONNA MARTIN EVENSON and DALE MARTIN DASCOMBE, Trustees of the DAVID J. MARTIN IRREVOCABLE TRUST dated the 30th day of December, 1988
1201 Buck Jones Road
Raleigh, North Carolina 27606 ..... **hereinafter called Grantors;**

and

DAVID J. MARTIN, JR., DONNA MARTIN EVENSON, DALE MARTIN DASCOMBE, DOTTY MARTIN REINTGEN, DIANE MARTIN STEPHENSON, and DEBBIE MARTIN SALEK, Trustees of the DAVID J. AND MARILYN B. MARTIN IRREVOCABLE TRUST dated the 24th day of November, 2010
1201 Buck Jones Road
Raleigh, North Carolina 27606 ..... **hereinafter called Grantees:**

W I T N E S S E T H :

The designation Grantors and Grantees used herein shall include parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS, the DAVID J. MARTIN IRREVOCABLE TRUST (hereinafter referred to as "1988 Trust") was created by DAVID J. MARTIN on the 30th day of December, 1988, naming DAVID J. MARTIN, JR., DONNA MARTIN EVENSON, and DALE MARTIN DASCOMBE as co-Trustees (hereinafter collectively referred to as "1988 Trustees"), and the 1988 Trust has acquired numerous real estate holdings in Wake County, North Carolina; and

WHEREAS, the DAVID J. AND MARILYN B. MARTIN IRREVOCABLE TRUST (hereinafter referred to as "2010 Trust") was created by DAVID J. MARTIN on the 24th day of November, 2010, naming DAVID J. MARTIN, JR., DONNA MARTIN EVENSON, DALE MARTIN DASCOMBE, DOTTY MARTIN REINTGEN, DIANE MARTIN STEPHENSON, and DEBBIE MARTIN SALEK as co-Trustees (hereinafter collectively referred to as "2010 Trustees"); and

WHEREAS, the Trustees of the 1988 Trust and the Trustees of the 2010 Trust carefully reviewed the terms of both trusts and determined that the terms of the two trusts were substantially similar and the beneficiaries of each trust were identical; that the merger of the trusts was in the best interest of the beneficiaries of the trusts; and, therefore the 1988 Trustees and 2010 Trustees merged the 1988 Trust into the 2010 Trust pursuant to that certain Merger of Trusts Agreement dated the 24th day of December, 2010, to the end that the 2010 Trust shall have transferred and conveyed to it all of the assets of the 1988 Trust and the 1988 Trust will then become inactive and be terminated pursuant to the "Modification or Termination of Uneconomic Trust" as provided in §36-C-4-414 of the North Carolina General Statutes.

NOW, THEREFORE, the Grantors, for a valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and convey unto the Grantees in fee simple all that certain lot or parcel of land situated in Wake County, North Carolina and more particularly described as follows:

BEGINNING at the controlled access line for U. S. Highway No. 1, a northwest corner for W. E. Jordan; and runs thence with the right-of-way line of said highway North 58 degrees 11 minutes 43 seconds East 556.42 feet, North 59 degrees 49 minutes 14 seconds East 189.06 feet and continuing along said right-of-way line as it curves to the right a radius of 1020.92 feet for a distance of 930.46 feet to a stake; thence with the right-of-way of I-40 South 49 degrees 07 minutes 26 seconds East 311.60 feet and South 23 degrees 24 minutes 12 seconds East 280.71 feet to a stake, corner for G. H. Singleton; thence with said Singleton's line North 87 degrees 17 minutes 55 seconds West 168.69 feet to a stake, corner for W. E. Jordan; thence with said Jordan's line North 88 degrees 06 minutes 30 seconds West 1475.76 feet and North 88 degrees 41 minutes 41 seconds West 238.54 feet to the BEGINNING, containing 15.47 acres according to survey and plat of Property of David J. Martin by Smith and Smith Surveyors dated September 12, 1983, and filed in the Book of Maps 1983, page 1464, Wake County Registry, together with all rights of access and rights for utilities appurtenant thereto.

Deed References: **Book 4449, page 99 and Book 1443, page 112, Wake County Registry.**

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

THE GRANTORS covenant with the Grantees, that Grantors have done nothing to impair such title as Grantors received, and Grantors will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantors, except for the exceptions hereinafter stated:

1. **SUBJECT to all other rights of way and easements of public record; and**

2. **SUBJECT to 2010 ad valorem taxes.**

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or if corporate, have 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.

DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988

BY: David J. Martin Jr. Trustee (SEAL)
DAVID J. MARTIN, JR., Trustee

BY: Donna Martin Evenson, Trustee (SEAL)
DONNA MARTIN EVENSON, Trustee

BY: Dale Martin Dascombe, Trustee (SEAL)
DALE MARTIN DASCOMBE, Trustee

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Rhonda E. Hall, the undersigned notary public, do hereby certify that **DAVID J. MARTIN, JR., Trustee of the DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30 day of December, 2010.

RHONDA E. HALL NOTARY PUBLIC MOORE COUNTY, NC (SEAL)

Rhonda E. Hall
Notary Public

Rhonda E. Hall
(Typed or Printed Name of Notary Public)

My commission expires: 28 July 2013

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Rhonda E. Hall, the undersigned notary public, do hereby certify that **DONNA MARTIN EVENSON, Trustee of the DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30 day of December, 2010.

RHONDA E. HALL (SEAL) NOTARY PUBLIC MOORE COUNTY, NC

Rhonda E Hall

Notary Public

Rhonda E. Hall

(Typed or Printed Name of Notary Public)

My commission expires: 28 July 2013

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Rhonda E. Hall, the undersigned notary public, do hereby certify that **DALE MARTIN DASCOMBE, Trustee of the DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30 day of December, 2010.

RHONDA E. HALL (SEAL) NOTARY PUBLIC MOORE COUNTY, NC

Rhonda E Hall

Notary Public

Rhonda E. Hall

(Typed or Printed Name of Notary Public)

My commission expires: 28 July 2013

921127 v1/630255.001

BOOK:014220 PAGE:01331 - 01335

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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
__5__ # of Pages

22.004-1/20/06

BK014220PG01351

WAKE COUNTY, NC 407
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/30/2010 AT 13:42:58

BOOK:014220 PAGE:01351 - 01356

Prepared by and Hold for: Young, Moore and Henderson, P.A. (JCB)
WCR Box no. 213

Tax Identification no. *0190632*
Excise Tax: $0.00 - Trust Distribution Deed

NORTH CAROLINA

WAKE COUNTY

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS NORTH CAROLINA SPECIAL WARRANTY DEED, made this 30 day of December, 2010, by and between

DAVID J. MARTIN, JR., DONNA MARTIN EVENSON and DALE MARTIN DASCOMBE, Trustees of the DAVID J. MARTIN IRREVOCABLE TRUST dated the 30th day of December, 1988
1201 Buck Jones Road
Raleigh, North Carolina 27606 ..... **hereinafter called Grantors;**

and

DAVID J. MARTIN, JR., DONNA MARTIN EVENSON, DALE MARTIN DASCOMBE, DOTTY MARTIN REINTGEN, DIANE MARTIN STEPHENSON, and DEBBIE MARTIN SALEK, Trustees of the DAVID J. AND MARILYN B. MARTIN IRREVOCABLE TRUST dated the 24th day of November, 2010
1201 Buck Jones Road
Raleigh, North Carolina 27606 ..... **hereinafter called Grantees:**

WITNESSETH:

The designation Grantors and Grantees used herein shall include parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS, the DAVID J. MARTIN IRREVOCABLE TRUST (hereinafter referred to as "1988 Trust") was created by DAVID J. MARTIN on the 30th day of December, 1988, naming DAVID J. MARTIN, JR., DONNA MARTIN EVENSON, and DALE MARTIN DASCOMBE as co-Trustees (hereinafter collectively referred to as "1988 Trustees"), and the 1988 Trust has acquired numerous real estate holdings in Wake County, North Carolina; and

WHEREAS, the DAVID J. AND MARILYN B. MARTIN IRREVOCABLE TRUST (hereinafter referred to as "2010 Trust") was created by DAVID J. MARTIN on the 24th day of November, 2010, naming DAVID J. MARTIN, JR., DONNA MARTIN EVENSON, DALE MARTIN DASCOMBE, DOTTY MARTIN REINTGEN, DIANE MARTIN STEPHENSON, and DEBBIE MARTIN SALEK as co-Trustees (hereinafter collectively referred to as "2010 Trustees"); and

WHEREAS, the Trustees of the 1988 Trust and the Trustees of the 2010 Trust carefully reviewed the terms of both trusts and determined that the terms of the two trusts were substantially similar and the beneficiaries of each trust were identical; that the merger of the trusts was in the best interest of the beneficiaries of the trusts; and, therefore the 1988 Trustees and 2010 Trustees merged the 1988 Trust into the 2010 Trust pursuant to that certain Merger of Trusts Agreement dated the 24th day of December, 2010, to the end that the 2010 Trust shall have transferred and conveyed to it all of the assets of the 1988 Trust and the 1988 Trust will then become inactive and be terminated pursuant to the "Modification or Termination of Uneconomic Trust" as provided in §36-C-4-414 of the North Carolina General Statutes.

NOW, THEREFORE, the Grantors, for a valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and convey unto the Grantees in fee simple all that certain lot or parcel of land situated in Wake County, North Carolina and more particularly described as follows:

Tract I

BEGINNING at an existing iron pipe, a control corner, being a corner of Greenbelt Subdivision as recorded in Book of Maps 1990, page 1049, Wake County Registry, said beginning point also being in the northeastern right-of-way of Interstate Highway 40; thence with the northeastern right-of-way of Interstate Highway 40 the following three courses and distances: (1) North 51 degrees 17 minutes 33 seconds West 289.63 feet, (2) North 42 degrees 57 minutes 37 seconds West 110.24 feet, and (3) North 41 degrees 45 minutes 21 seconds West 191.25 feet, a corner of Phase IX Sun Pointe Condominiums as shown by annexation recorded in the Wake County Registry in Book 4685 at page 785; thence leaving the northeastern right-of-way of Interstate Highway 40 and with the line of Phase IX the following five courses and distances: (1) North 08 degrees 02 minutes 26 seconds East 75.00 feet, (2) North 37 degrees 47 minutes 31 seconds East 119.27 feet, (3) along a curve to the right having a radius of 164.80 feet, an arc distance of 96.01 feet and a chord bearing and distance of North 35 degrees 31 minutes 08 seconds West 94.65 feet, (4) South 53 degrees 19 minutes 10 seconds West 68.48 feet, and (5) South 68 degrees 02 minutes 13 seconds West 119.02 feet to an existing iron pipe located in the northeastern right-of-way of Interstate Highway 40; thence with the northeastern margin of the right-of-way of Interstate Highway 40 the following two courses and distances: (1) North 38 degrees 28 minutes 23 seconds West 156.67 feet, and (2) along a curve to the left having a radius of 7493.44 feet, an arc distance of 77.91 feet and a chord bearing and distance of North 38 degrees 46 minutes 23 seconds West 77.91 feet to an existing iron pipe, a corner of Phase VIII Sun Pointe Condominiums as shown by annexation recorded in Book 4677 at page 392 of the Wake County Registry; thence with the line of Phase VIII the following four courses and distances: (1) North 83 degrees 54 minutes 47 seconds East 113.00 feet, (2) South 86 degrees 12 minutes 10 seconds East 196.49 feet, (3) along a curve to the right, having a radius of 164.80 feet, an arc distance of 101.82 feet and a chord bearing and distance of North 33 degrees 30 minutes 26 seconds East 100.21 feet, and (4) along a curve to the right having a radius of 185.00 feet, an arc distance of 89.00 feet and a chord bearing and distance of North 33 degrees 46 minutes 12 seconds West 88.14 feet to an existing iron pipe; thence continuing along a curve to the right having a radius of 185.00 feet, an arc distance of 134.50 feet and a chord bearing and distance of North 03 degrees 09 minutes 25 seconds East 131.56 feet to an existing iron pipe, a corner of Phase V Sun Pointe Condominiums as shown by annexation recorded in Book 3607 at page 397, Wake

County Registry; thence with the line of Phase V South 67 degrees 45 minutes 43 seconds East 249.00 feet to an existing iron pipe, a common corner of said Phase V, Phase III Sun Pointe Condominiums as shown by annexation recorded in the Wake County Registry in Book 3629 at page 623, and Phase VI Sun Pointe Condominiums as shown by annexation recorded in the Wake County Registry in Book 4360 at page 895; thence with the line of Phase VI the following seven courses and distances: (1) South 26 degrees 52 minutes 00 seconds West 60.00 feet, (2) South 58 degrees 38 minutes 49 seconds East 34.84 feet, (3) South 61 degrees 19 minutes 51 seconds East 60.81 feet, (4) North 83 degrees 36 minutes 09 seconds East 27.71 feet, (5) North 65 degrees 07 minutes 39 seconds East 79.01 feet, (6) North 62 degrees 06 minutes 54 seconds East 31.06 feet, and (7) South 51 degrees 02 minutes 46 seconds East 26.39 feet to an existing iron pipe, a corner of Phase VII Sun Pointe Condominiums as shown by annexation recorded in the Wake County Registry in Book 4360 at page 895; thence with line of Phase VII the following three courses and distances: (1) South 55 degrees 24 minutes 50 seconds East 30.61 feet, (2) South 67 degrees 18 minutes 56 seconds East 63.66 feet, and (3) South 82 degrees 32 minutes 41 seconds East 56.14 feet to an existing iron pipe; thence South 19 degrees 08 minutes 25 seconds West, crossing a private street known as Sunpointe Drive, 109.73 feet to an existing iron pipe; thence South 07 degrees 41 minutes 13 seconds West 95.50 feet to an existing iron pipe, a corner of Greenbelt Subdivision; thence with the line of Greenbelt Subdivision South 83 degrees 23 minutes 35 seconds West 88.25 feet to an existing iron pipe; thence continuing with the line of Greenbelt Subdivision South 04 degrees 22 minutes 07 seconds West 618.63 feet to the point and place of BEGINNING, containing 8.983 acres, according to a survey entitled "Survey of Sun Pointe Remainder, Raleigh, North Carolina, for David Martin et al." dated October 17, 1991, prepared by Al Prince & Associates, P.A., Cary, North Carolina.

Tract II

BEGINNING at an iron pipe, being a common corner of Phase VII of Sun Pointe Condominiums as shown by annexation recorded in the Wake County Registry in Book 4360 at page 895 and runs thence with the line of Phase VII the following two courses and distances: (1) North 56 degrees 41 minutes 29 seconds East 84.96 feet, and (2) North 19 degrees 50 minutes 04 seconds East 83.73 feet to a new iron pipe; thence South 72 degrees 00 minutes 00 seconds East 40.00 feet to a new iron pipe in the western right-of-way line of Farmgate Road; thence with the western right-of-way line of Farmgate Road the following five courses and distances: (1) along a curve to the right, having a radius of 1222.81 feet, an arc distance of 120.56 and a chord bearing and distance of South 13 degrees 07 minutes 45 seconds East 120.51 feet, (2) South 09 degrees 20 minutes 25 seconds East 77.99 feet, (3) along a curve to the right having a radius of 419.56 feet, an arc distance of 12.00 feet, and a chord bearing and distance of South 08 degrees 31 minutes 14 seconds East 12.00 feet, (4) along a curve to the right having a radius of 419.56 feet, an arc distance of 46.24 feet, and a chord bearing and distance of South 04 degrees 32 minutes 39 seconds East 46.21 feet, and (5) along a curve to the right having a radius of 527.31 feet, an arc distance of 45.15 feet, and a chord bearing and distance of South 02 degrees 37 minutes 47 seconds East 45.14 feet to an existing iron pipe; thence leaving the western right-of-way line of Farmgate Road and with the line of Greenbelt Subdivision the following three courses and distances: (1) North 87 degrees 20 minutes 00 seconds West 58.98 feet, (2) North 07 degrees 40 minutes 00 seconds East 55.50 feet, and (3) North 82 degrees 18 minutes 47 seconds West 171.00 feet to an existing iron pipe; thence North 19 degrees 08 minutes 25 seconds East 109.73 feet to the point and place of BEGINNING, containing 0.829 acres, according to a survey entitled "Survey of Sun Pointe Remainder, Raleigh, North Carolina, for David Martin et al." dated October 17, 1991, prepared by Al Prince & Associates, P.A., Cary, North Carolina.

Deed References: Book 5060, page 616 and Book 4557, page 571, Wake County Registry.

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

THE GRANTORS covenant with the Grantees, that Grantors have done nothing to impair such title as Grantors received, and Grantors will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantors, except for the exceptions hereinafter stated:

1. **SUBJECT to all rights of way and easements of public record; and**

2. **SUBJECT to 2010 ad valorem taxes.**

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or if corporate, have 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.

DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988

BY: David J. Martin Jr. Trustee (SEAL)
DAVID J. MARTIN, JR., Trustee

BY: Donna Martin Evenson, Trustee (SEAL)
DONNA MARTIN EVENSON, Trustee

BY: Dale Martin Dascombe, Trustee (SEAL)
DALE MARTIN DASCOMBE, Trustee

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Rhonda E. Hall, the undersigned notary public, do hereby certify that **DAVID J. MARTIN, JR., Trustee of the DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30 day of December, 2010.

RHONDA E. HALL NOTARY PUBLIC MOORE COUNTY, NC (SEAL)

Rhonda E. Hall
Notary Public

Rhonda E. Hall
(Typed or Printed Name of Notary Public)

My commission expires: 28 July 2013

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Rhonda E. Hall, the undersigned notary public, do hereby certify that **DONNA MARTIN EVENSON, Trustee of the DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30 day of December, 2010.

RHONDA E. HALL NOTARY (SEAL) PUBLIC MOORE COUNTY, NC

Rhonda E Hall

Notary Public

Rhonda E. Hall

(Typed or Printed Name of Notary Public)

My commission expires: 28 July 2013

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Rhonda E. Hall, the undersigned notary public, do hereby certify that **DALE MARTIN DASCOMBE, Trustee of the DAVID J. MARTIN IRREVOCABLE TRUST dated December 30, 1988** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30 day of December, 2010.

RHONDA E. HALL NOTARY (SEAL) PUBLIC MOORE COUNTY, NC

Rhonda E Hall

Notary Public

Rhonda E. Hall

(Typed or Printed Name of Notary Public)

My commission expires: 28 July 2013

921150 v1/630255.001

BOOK:014220 PAGE:01351 - 01356

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

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22.004-1/20/06

BK014331PG00238

WAKE COUNTY, NC 157
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/25/2011 AT 10:52:42

BOOK:014331 PAGE:00238 - 00242

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: -0-
Tax Lot No. _____ Parcel Identifier No. 0133688

Mail after recording to: Samuel T. Oliver, Jr., Manning, Fulton & Skinner, P.A.
P. O. Box 20389, Raleigh, NC 27619-0389 (WCR Box 133)

This instrument was prepared by: Samuel T. Oliver, Jr. of Manning, Fulton & Skinner, P.A.
(without title examination)

Brief description for the Index: 1722 Walnut Street, BM 2003, Page 1834

THIS DEED made this 31st day of March, 2011, by and between

GRANTOR	GRANTEE
BC AUSTIN LLC, a North Carolina limited liability company	**GSS RALEIGH, LLC**, a North Carolina limited liability company
104 Brittany Place Cary, NC 27511-6021	104 Brittany Place Cary, NC 27511-6021

The property conveyed by this instrument does not include the primary residence of the 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 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 12681, Page 47.

A map showing the above described property is recorded in Book of Maps 2003, page 1834, 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 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:

2011 ad valorem taxes, enforceable easements, covenants and restrictions of record as of the date of recording hereof.

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

BC Austin LLC, a North Carolina
limited liability company

By: BC Austin I, Inc. a North Carolina
corporation, its sole Manager

By: _____
Name: Gurbachan S. Chhabra
Title: 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 voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gurbachan S. Chhabra, President of BC Austin I, Inc., sole Manager of BC Austin LLC

Witness my hand and Notarial Stamp/Seal this 21st day of April, 2011.

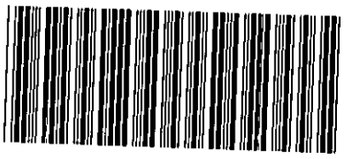
Mary M. Clark
Notary Public
Print/Type Name: Mary M. Clark
My Commission Expires: 10-3-2013

MARY M CLARK
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 10-3-2013

Exhibit A

BEING all of that 3.182 acre tract shown as 1722 Walnut Street on that plat of survey entitled "Recombination Plat 1718 Walnut Street and 1722 Walnut Street" dated May 17, 2001 by Cooper and Associates and recorded in Book of Maps 2003, page 1834, Wake County Registry.

TOGETHER WITH AND INCLUDING all Grantor's rights in and to that certain twenty-five (25) foot wide driveway easement from the above described tract to Walnut Street (formerly Cary-Macedonia Road) said easement being more particularly described on that plat recorded in Book of Maps 1969, Page 165, Wake County Registry and in that instrument recorded in Book 1910, Page 562, Wake County Registry.



BOOK:014331 PAGE:00238 - 00242

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

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__5__ # of Pages

22.004-1/20/06

BK014346PG01391

WAKE COUNTY, NC 197
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/10/2011 AT 15:03:32

BOOK:014346 PAGE:01391 - 01393

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: 0.00

Parcel Identifier No. 52666 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Willard & Willard, L.L.P., 1000 St. Albans Drive #140, Raleigh, NC 27609

Brief description for the Index: LOT 26, BLK E, SEC 6, Hillsdale Forest

THIS DEED made this 9th day of May, 20 11, by and between

GRANTOR	GRANTEE
Stefan B. Lewis, unmarried and John A. Lewis, unmarried, both as individuals and executors of the Estate of Helga W. Lewis Estate File #10-E-195, Wake County Clerk of Courts	Stefan B. Lewis, unmarried 1317 Kingston Ridge Rd. Cary, NC 27511

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

BEING all of Lot 26, Block E, Section 6, Hillsdale Forest Subdivision, according to map recorded in Book of Maps 1971, Page 14, 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.

NC Bar Association Form No. 7 © 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.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

_____
(Corporate Name)

By:_____
_____President

ATTEST:

_____
_____Secretary (Corporate Seal)
_____(SEAL)

_____(SEAL)
Stefan B. Lewis

_____(SEAL)
John A. Lewis

_____, Executor(SEAL)
Stefan B. Lewis, Executor

_____, Executor(SEAL)
John A. Lewis, Executor

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Stefan B. Lewis and John A. Lewis both as individuals and executors of the Estate of Helga W. Lewis 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 9th day of MAY, 2011.

My Commission Expires: 9/24/2014

PHILIP K. HACKLEY
Notary Public
Wake County, NC
My Commission Expires 09/24/2014

_____
Notary Public PHILIP K. HACKLEY

State of North Carolina - County of _____

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

My Commission Expires:_____

_____
Notary Public

State of North Carolina - County of _____

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

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

My Commission Expires:_____

_____
Notary Public

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

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

NC Bar Association Form No. L-7 © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

BOOK:014346 PAGE:01391 - 01393

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

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BK014681PG01797

WAKE COUNTY, NC 422
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/09/2012 AT 15:08:43
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $455
BOOK:014681 PAGE:01797 - 01799

Tax ID# 0215801 *Rev. $455*
Prepared by: *Donald W. Grimes, Attorney at Law, 903 Kildaire Farm Road, Cary, NC 27511*
Return to: *Box 74*
Brief Description: Lot 5, Benedum Place

The subject property was ***not*** *the primary residence of the Grantor*

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed made this 7 day of March, 2012, by and between:

GRANTOR:	**GRANTEE:**
PEGGY G. DOUGHTIE,	**KEVIN M. RAWLS**
fka Peggy G. Quinn	**and wife,**
and spouse,	**MEREDITH F. RAWLS**
JOHN D. DOUGHTIE	Property and mailing address:
4391 Roberson School Road	109 Benedum Place
Bethel NC 27812	Cary NC 27518

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 and neuter as required by context.

WITNESSETH, that for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantor** has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey unto **Grantee,** in fee simple, that lot or parcel of land, and all improvements thereon, lying and being in **Wake County**, North Carolina and more particularly described as follows:

BEING all of **Lot 5, Benedum Place, Phase 1, Wellington PUD,** as shown on plat recorded in Book of Maps 1995, page 856, Wake County Register of Deeds.

Being the identical property conveyed to Grantor Peggy G. Doughtie by deed recorded in Book 7056, page 187, Wake County Register of Deeds.

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

And Grantor covenants with the Grantee that Grantor is seized of said property in fee simple, has the right to convey the same in fee simple, that the title thereto 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 those exceptions hereinafter stated.

Title to the above-described property is subject the following exceptions:
2012 ad valorem property taxes not yet due
Restrictive covenants of record
Easements and rights of way of record

IN WITNESS WHEREOF the undersigned, individually or as authorized agents, have set their hands and seals the day and year shown on the notary certificate hereinbelow.

SEAL: Peggy G. Doughtie
PEGGY G. DOUGHTIE

SEAL: John D. Doughtie
JOHN D. DOUGHTIE

STATE OF NORTH CAROLINA
COUNY OF Wake

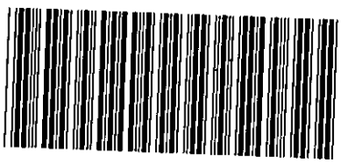
I, the undersigned Notary Public of the aforesaid county and state, hereby certify that **PEGGY G. DOUGHTIE** and **JOHN D. DOUGHTIE** personally appeared before me this day and acknowledged the due execution of the foregoing General Warranty Deed.

This 7 day of March, 2012.

Donald W. Grimes
Notary Public

My commission expires: 10/9/15

DONALD W. GRIMES NOTARY * * * PUBLIC WAKE COUNTY, N.C.



BOOK:014681 PAGE:01797 - 01799

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

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3 # of Pages

22.004-1/20/06

BK014713PG01019

WAKE COUNTY, NC 669
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/02/2012 AT 16:35:29

BOOK:014713 PAGE:01019 - 01023

**This is to certify that no consideration has been paid for the within conveyance

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $0.00

Tax Lot Nos. 0783065239; 0783054560 Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____ 20_____
by _____

Mail after recording to: Charles R. Swartz, Esquire, McGuireWoods LLP, 901 East Cary Street, Richmond, VA 23219

This instrument was prepared by: C. Todd Burbank, McGuireWoods LLP, 201 North Tryon Street, Suite 3000, Charlotte, North Carolina 28202

Brief Description for the Index: 5425J Dana Drive, Raleigh, North Carolina

THIS DEED made this 28th day of March, 2012, by and between

GRANTOR	GRANTEE
VAC L.L.L.P., a Virginia limited liability limited partnership c/o General Services Corporation 2922 Hathaway Road Richmond, VA 23225	**BROOK DANA, L.L.C.**, a Virginia limited liability company c/o General Services Corporation 2922 Hathaway Road Richmond, VA 23225

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 EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 5966, Page 311.**

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

A map showing the above-described property is recorded in **Map 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:

The lien of ad valorem real property taxes and assessments for the current year and for subsequent years; all easements, covenants, conditions, restrictions, and other agreements of record against the property conveyed hereby; all matters which would be disclosed by a recent and accurate survey of the property conveyed hereby; zoning, land use and building laws, regulations and ordinances.

[Signature on Next Page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its partnership name by the duly authorized officer of its Managing General Partner, the day and year first above written.

VAC L.L.L.P., a Virginia limited liability limited partnership

By: VNC Corporation, a Virginia corporation
Its Managing General Partner

By: Bonnie L. Wood
Bonnie L. Wood, Vice President

SEAL-STAMP STATE OF VIRGINIA, CITY OF RICHMOND

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document: **Bonnie L. Wood.**

Date: 3/28/12

[Official Seal]

Pamela K. Caffrey
Notary Public
Print Name: Pamela K. Caffrey

My commission expires: 8/31/14

PAMELA K. CAFFREY NOTARY PUBLIC REG. 145482 MY COMMISSION EXPIRES 8/31/14 COMMONWEALTH OF VIRGINIA

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

EXHIBIT A

BROOKHILL
(Vesting deed – DB 5966; PG 311)

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereunto belonging, lying, being and situate north of Interstate 440 and U.S. Highway 1 in Wake County, North Carolina, as shown on survey "Brookhill Apartments," by John D. Somers, R.L.S. dated December 16, 1993 and more particularly described as follows:

BEGINNING at a point bearing North Carolina grid coordinates X=2,079,322.2116 and Y=734,658.9229 (said point being located in the northern right-of-way line of Interstate 440 and U.S. Highway 1, a variable width public right-of-way), and running thence along and with the northern right-of-way line of Interstate 440 and U.S. Highway 1 South 82° 51' 32" West 271.11 feet; thence continuing along the northern right-of-way line of Interstate 440 and U.S. Highway 1 South 89° 53' 56" West 213.86 feet; thence leaving said right-of-way and running North 5° 19' 07" West 85.24 feet; thence North 84° 44' 00" West 270 feet; thence North 5° 16' 00" West 250 feet; thence North 84° 35' 00" East 741.26 feet; thence North 5° 25' 00" West 649.87 feet to the southeast corner of Lot 58 of Roylane Acres (Map Book 1956, Page 43, Wake County Registry); thence North 84° 26' 00" East 87 feet; thence North 25° 15' 00" West 106.15 feet; thence South 80° 04' 00" West 301 feet; thence North 18° 56' 00" East 99.8 feet; thence North 5° 34' 00" West 204.10 feet; thence North 20° 07' 00" West 200 feet; thence North 26° 16' 00" West 173.95 feet; thence North 63° 08' 00" East 415.96 feet; thence South 1° 29' 00" West 527.95 feet; thence South 1° 15' 00" West 829.76 feet; thence North 89° 24' 00" West 123.4 feet; thence South 12° 30' 00" East 69.83 feet; thence North 48° 42' 00" West 61.69 feet; thence South 81° 02' 00" West 45.58 feet; thence South 4° 45' 00" West 180.71 feet; thence South 4° 45' 00" West 18.88 feet; thence South 2° 19' 00" West 93.00 feet to a point in the northern right-of-way line of Interstate 440 and U.S. Highway 1; thence along and with the northern right-of-way line of Interstate 440 and U.S. Highway 1 South 72° 27' 00" West 631.48 feet; thence continuing along the northern right-of-way line of Interstate 440 and U.S. Highway 1 along a curve to the right; said curve having a radius of 16907.34 feet, an arc distance of 162.79 feet, a chord bearing South 72° 10' 27" West and a chord distance of 162.79 feet to the point and place of BEGINNING, containing 19.0512 acres, more or less, subject to the right-of-way of Dana Drive (50 feet wide), said right-of-way containing an area of 2.1436 acres, more or less.

TOGETHER WITH a 31 foot wide dam easement and a 15 foot wide access easement to a pond as described in Deed Book 1748, Page 341.

BOOK:014713 PAGE:01019 - 01023

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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5 New Time Stamp
5 # of Pages

22.004-1/20/06

BK014761PG00277

WAKE COUNTY, NC 64
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/11/2012 AT 09:50:25
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $2033
BOOK:014761 PAGE:00277 - 00284

Prepared by and return to:
Williams Mullen (Robert Charles Lawson), 301 Fayetteville Street, Suite 1700, Raleigh, NC 27601

Excise Tax: $2,033.00 Real Estate ID: 90100

Brief Description for Index: Lot 5, Book of Maps 1985, Page 2117

RECEIVER'S DEED

THIS INDENTURE, made as of the 8th day of May 2012, by and between **Burton W. Wiand, as Receiver for Scoop Real Estate, LP,** a Delaware limited partnership (hereinafter referred to as the "Grantor"), having a mailing address of 3000 Bayport Drive, Suite 600, Tampa, Florida 36607 and **Tri-Arc Food Systems, Inc.,** a North Carolina corporation, having an address of 901 Jones Franklin Rd Suite 100, Raleigh NC 27606 (hereinafter referred to as the "Grantee");

W I T N E S S E T H:

That Burton W. Wiand was appointed as receiver for the Property, as hereinafter described, pursuant to that certain Order Reappointing Receiver in Securities and Exchange Commission v. Arthur Nadel, et al, United States District Court Middle District of Florida, Tampa Division Case No.: 8:09-cv-87-T-26TBM. The sale having been duly approved by Order of the United States District Court Middle District of Florida Tampa Division entered April 17, 2012 (hereinafter referred to as the "Order" and attached hereto as Exhibit A and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee that certain tract or parcel of land lying and being in Wake County, North Carolina, being more particularly described in Exhibit B attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

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

And Grantor covenants with 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 excepting all easements of record, zoning issues, encroachments, environmental issues, rights-of-way of record, restrictions of record, and any property owner's association regulations (if any).

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

(Signature page follows)

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

GRANTOR:

Burton W. Wiand, as receiver for Scoop Real Estate, LP, a Delaware limited partnership

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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: Burton W. Wiand, as receiver for Scoop Real Estate, LP, a Delaware limited partnership.

Date: May 8th, 2012

Signature of Notary Public

JEFFREY C. RIZZO

Notary Public Printed Name

My Commission Expires:_____

(Official Seal)

JEFFREY C. RIZZO
MY COMMISSION # EE 081198
EXPIRES: April 30, 2015
Bonded Thru Notary Public Underwriters

EXHIBIT A

COURT ORDER

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARTHUR NADEL,
SCOOP CAPITAL, LLC,
SCOOP MANAGEMENT, INC.,

CASE NO.: 8:09-cv-0087-T-26TBM

Defendants,

SCOOP REAL ESTATE, L.P.,
VALHALLA INVESTMENT PARTNERS, L.P.,
VALHALLA MANAGEMENT, INC.,
VICTORY FUND, LTD,
VIKING IRA FUND, LLC,
VIKING FUND, LLC, AND
VIKING MANAGEMENT, LLC.

Relief Defendants. /

ORDER

Before the Court is the Receiver's Unopposed Verified Motion to Approve Sale of Unencumbered Real Property Located in Raleigh, Wake County, North Carolina to Tri-Arc Food Systems, Inc. (the "Motion") (Dkt. 817). Upon due consideration of the Receiver's powers as set forth in the Order Appointing Receiver (Dkt. 8), the Orders Reappointing Receiver (Dkts. 140, 316 and 493), and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED.**

The sale of the real property located at 4905 Waters Edge Drive in Raleigh, Wake County, North Carolina, pursuant to the Contract attached as Exhibit 2 to the Motion, is hereby approved. The Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to Tri-Arc Food Systems, Inc., by way of Receiver's Deed, title to the real property located in Raleigh, Wake County, North Carolina, which bears the following legal description:

> Being all of Lot 5 as shown on map entitled "Recombination of Lots 5 and 6 Waters Edge Office Park recorded in Book of Maps 1985, Page 2117, Wake County Registry.
>
> Together with those easement and rights in and to thereof for parking, pedestrian, vehicular traffic and common driveway as set forth in that Agreement dated 7 October 1974 and recorded in Book 2276, Page 121 Wake County Registry, and as shown on that map recorded in Book of Maps 1977, Vol. 3 page 303 Wake County Registry, and in Book of Maps 1974, Vol. 4 page 384, Wake County Registry.

DONE and ORDERED in chambers in Tampa, Florida this 17 day of April, 2012.

RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT B

LEGAL DESCRIPTION

Being all of Lot 5 as shown on map entitled "Recombination of Lots 5 and 6 Waters Edge Office Park" recorded in Book of Maps 1985, Page 2117, Wake County Registry.

TOGETHER WITH those easements and rights as set forth in that Agreement dated October 7, 1974, and recorded in Book 2276, Page 121, Wake County Registry, and as shown on that map recorded in Book of Maps 1977, Vol. 3 Page 303, Wake County Registry, and in Book of Maps 1974, Vol. 4, Page 384, Wake County Registry.

TOGETHER WITH those easements and rights as set forth in that Reciprocal Easement Agreement dated December 4, 1985, and recorded in Book 3616, Page 44, Wake County Registry, and as shown on that map recorded in Book of Maps 1985, Page 2117, Wake County Registry.

BOOK:014761 PAGE:00277 - 00284

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

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22.004-1/20/06

BK014876PG01398

WAKE COUNTY, NC 142
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/08/2012 AT 10:51:56

BOOK:014876 PAGE:01398 - 01402

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: EXCISE 0.00

Parcel Identifier No. 0000027048 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Grantee

This instrument was prepared by: William W. Peaslee Attorney at Law PLLC, WITHOUT THE BENEFIT OF A TITLE SEARCH

Brief description for the Index: _____

THIS DEED made this 7th day of August, 2012, by and between

GRANTOR	GRANTEE
Estate of Estelle N. Strickland by Alexander A. Guess, Executor of the Estate of Estelle N. Strickland filed for probate in the Office of the Clerk of Superior Court of Wake County, North Carolina in File 11 E 1364	Thomas R. Guess Jr. John G. Guess Ronald L. Guess Shirley G. Lowery 128 Berginger Ln. Ganrner, NC 27529

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

The property hereinabove described was acquired by Grantor by instrument recorded in Book 11E1364 page _____.

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

NC Bar Association Form No. 7 © 1/1/2010
Printed by Agreement with the NC Bar Association

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 duly executed the foregoing as of the day and year first above written.

Estate of Estelle N. Strickland (Entity Name)

By: _____

Print/Type Name & Title: Alexander A. Guess, Executor

_____ (SEAL)
Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)
Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)
Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)
Print/Type Name: _____

State of North Carolina - County or City of WAKE

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: _____
(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 _____ _____ 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

NC Bar Association Form No. 7 © 1/1/2010
Printed by Agreement with the NC Bar Association

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Alexander A. Guess, as the Executrix of the Estate of Estelle N. Strickland filed for probate in the Office of the Clerk of Superior Court, Estates Division, Wake County, North Carolina in File Number 11 E 1364.

Date: August 7th, 2012

_____ (SEAL)
Printed Name of Notary: William Willetts Peaslee
Notary Public
My commission expires: 3/16/14

ATTACHMENT

BEING that property located in the City of Raleigh, Wake Coumty, North Carolina particularly described as follows:

Beginning at a point in the western right of way of Appleton Drive, which point is marked by a right of way monument located at NC Grid coordinates N 735,709.153, E 2,082102.958, said monument is S 12 degrees 48' 31" West 9.60 feet from an iron stake said stake the southeastern corner of the Pilos property as recorded in Deed Book 14109, Page 1170 Wake County registery; thence from said monument along of curve to the right with a radius of 279.71 feet and chord 257.24 feet, S 45 degrees 28' 42" West 248.27 feet to an iron pipe; thence N 76 degrees 00' 01" West 372.84 feet to and iron pipe; thence N 02 degrees 04' 16" East 248.84 feet to an iron pipe in the Pilos property line; thence S 73 degrees 42 ' 44" East 554.16 feet to the aforesaid iron stake in the southeast corner of the Pilos property; thence S 12 degrees 48' 31" West 9.60 feet to the point and place of beginning; containing 2.496 acres according to a survey prepared by Daniel V. Partin PLS, dated July 11, 2012, and entitled "Survey of Estelle Newton Strickland Heirs Property."

BOOK:014876 PAGE:01398 - 01402

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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22.004-1/20/06

F

BK014986PG02310

WAKE COUNTY, NC 200
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/25/2012 AT 12:18:05
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $385
BOOK:014986 PAGE:02310 - 02312

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 385.00

Parcel Identifier No. 0215799 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Law Office of Scott D. Beasley, P.A., 1130 Kildaire Farm Rd., Suite 110, Cary, NC 27511

Brief description for the Index: LOT 3, PH 1, Benedum Place

THIS DEED made this 25th day of October, 2012 by and between

GRANTOR	GRANTEE
Pamela Kaye Johnson 718 Angelica Circle Cary, NC 27518	Michael R. Hennessey and wife, Keasha M. Hennessey 105 Benedum Place Cary, NC 27518

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

BEING all of Lot 3, Benedum Place Subdivision, A Portion of Wellington PUD, Phase 1 as shown on plat recorded in Book of Maps 1995, Page 856, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8727 page 2102.

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 1995 page 856.

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: 2012 Ad Valorem Taxes. Restrictions, Conditions and Covenants of Record.

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

_____ (Entity Name)	Pamela Kaye Johnson (SEAL)
By: _____	
Print/Type Name & Title: _____	Print/Type Name: Pamela Kaye Johnson
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____
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 Pamela Kaye Johnson 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 25th day of October, 2012.

SCOTT D. BEASLEY Notary Public Wake County NORTH CAROLINA

My Commission Expires: 12/5/16
(Affix Seal)

Scott D Beasley
Scott D. Beasley 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

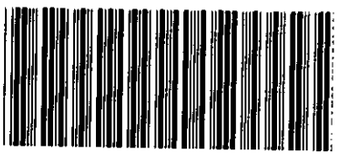
State of _____ - County or City of _____

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:014986 PAGE:02310 - 02312

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

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22.004-1/20/06

BK015108PG01674

WAKE COUNTY, NC 315
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/18/2013 AT 14:18:39

BOOK:015108 PAGE:01674 - 01676

Rev. $-0- (For Recording Data)

Parcel Identifier/Tax Account/PIN No.: 0120064 and 0050954
Brief Description for the Index: Lot 39, Athena Woods and Lots 7-12, Block C, College Manor
After recording, mail to: Grantor
Prepared by: Larry D. McBennett, Everett Gaskins Hancock LLP (without title search)

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 14th day of January, 2013, by Craig B. Andrews, unmarried, ("Grantor") whose address is 12904 Westbrook Drive, Fairfax, Virginia 22030, to Craig B. Andrews, Trustee of the Craig B. Andrews Trust dated 10/22/2010, organized under the Code of Virginia ("Grantee"), whose tax identification number is 553-74-4389 and whose address is 12904 Westbrook Drive, Fairfax, Virginia 22030.

WITNESSETH:

That the Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does remise, release and quitclaim unto the Grantee, his heirs and assigns, all right, title, interest, claim and demand which the Grantor has in and to those certain lots or parcels of land located in the City of Raleigh_, Township of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

Parcel 1:

BEING all of Lot 39, Athena Woods Subdivision, Section Two, as shown on a map recorded in Book of Maps 1981, Page 466, Wake County Registry.

Parcel 2:

BEING all of Lots 7, 8, 9, 10, 11 and 12, Block C, College Manor Subdivision, as shown on a map recorded in Book of Maps 1928, Page 50, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the said Grantee, his or heirs and assigns, forever, together with all rights, title and interest, if any, of the Grantor.

The property herein described does not include the primary residence of the Grantor. The Grantor acquired the property herein described by deeds recorded in Book 11295, Page 519 (Parcel 1) and Book 11344, Page 2139, Wake County Registry.

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

Craig B. Andrews

COMMONWEALTH OF VIRGINIA
Fairfax COUNTY

I certify that the following person(s) 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: Craig B. Andrews.

Date: 01/14/2013

Konstantin Adolfovich Tyurin
KONSTANTIN TYURIN
Notary Public's printed name

My commission expires: 01/31/2013

OFFICIAL SEAL
NOTARY PUBLIC-COMMONWEALTH OF VIRGINIA
KONSTANTIN ADOLFOVICH TYURIN
COUNTY OF FAIRFAX
ID# 7245312
My Commission Expires
January 31, 2013

BOOK:015108 PAGE:01674 - 01676

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

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22.004-1/20/06

BK015108PG01674

WAKE COUNTY, NC 315
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/18/2013 AT 14:18:39

BOOK:015108 PAGE:01674 - 01676

Rev. $-0- (For Recording Data)

Parcel Identifier/Tax Account/PIN No.: 0120064 and 0050954
Brief Description for the Index: Lot 39, Athena Woods and Lots 7-12, Block C, College Manor
After recording, mail to: Grantor
Prepared by: Larry D. McBennett, Everett Gaskins Hancock LLP (without title search)

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 14th day of January, 2013, by Craig B. Andrews, unmarried, ("Grantor") whose address is 12904 Westbrook Drive, Fairfax, Virginia 22030, to Craig B. Andrews, Trustee of the Craig B. Andrews Trust dated 10/22/2010, organized under the Code of Virginia ("Grantee"), whose tax identification number is 553-74-4389 and whose address is 12904 Westbrook Drive, Fairfax, Virginia 22030.

WITNESSETH:

That the Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does remise, release and quitclaim unto the Grantee, his heirs and assigns, all right, title, interest, claim and demand which the Grantor has in and to those certain lots or parcels of land located in the City of Raleigh_, Township of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

Parcel 1:

BEING all of Lot 39, Athena Woods Subdivision, Section Two, as shown on a map recorded in Book of Maps 1981, Page 466, Wake County Registry.

Parcel 2:

BEING all of Lots 7, 8, 9, 10, 11 and 12, Block C, College Manor Subdivision, as shown on a map recorded in Book of Maps 1928, Page 50, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the said Grantee, his or heirs and assigns, forever, together with all rights, title and interest, if any, of the Grantor.

The property herein described does not include the primary residence of the Grantor. The Grantor acquired the property herein described by deeds recorded in Book 11295, Page 519 (Parcel 1) and Book 11344, Page 2139, Wake County Registry.

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

Craig B. Andrews

COMMONWEALTH OF VIRGINIA
Fairfax COUNTY

I certify that the following person(s) 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: Craig B. Andrews.

Date: 01/14/2013

Konstantin Tyurin
Notary Public's printed name

My commission expires: 01/31/2013

OFFICIAL SEAL
NOTARY PUBLIC-COMMONWEALTH OF VIRGINIA
KONSTANTIN ADOLFOVICH TYURIN
COUNTY OF FAIRFAX
ID# 7245312
My Commission Expires
January 31, 2013

BOOK:015108 PAGE:01674 - 01676

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

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22.004-1/20/06

BK015140PG02464

WAKE COUNTY, NC 305
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/12/2013 AT 15:08:49
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $207
BOOK:015140 PAGE:02464 - 02466

Prepared By: Shedor Law Firm, PLLC, Preston O. Nelson

After Recording Mail To: GRANTEE
Excise Tax $ 207

Tax Lot No. 0197546 Parcel Identifier No.

BRIEF PROPERTY DESCRIPTION:
Lots 30, 31 and portion of 29, Fairview Hills

GENERAL WARRANTY DEED

THIS DEED made this 12th day of February, 2013, by and between:

GRANTORS:

NAN T. FISCELLA,
Widowed

Grantor Address:
2580 Morningside Drive
Florissant, MO 63031

GRANTEES:

LAURA B. SMALLING and husband,
KYLE SMALLING

Grantee Address:

403 Jones Franklin Rd.
Raleigh, NC 27606

Property Address:
403 Jones Franklin Rd.
Raleigh, NC 27606

The property being conveyed _x___was ____ was not the principal residence of at least one of the Grantors

The Grantors for themselves and their heirs or successors and assigns, covenant with the Grantees, their heirs, successors and assigns that they are seized of the following described premises in fee and have the right to convey the same in fee simple, that the same are free from encumbrances except as set forth herein, and that they will warrant and defend the said title to the same against the claims of all persons whomsoever, and do hereby for valuable consideration grant and convey to the Grantees in fee simple TO HAVE AND TO HOLD the following described lot or parcel of land and all privileges and appurtenances thereto belonging. Said lot or parcel of land is situated in Wake County, North Carolina, being more particularly described as follows:

LYING AND BEING in the City of Raleigh, Wake County, North Carolina, on Jones Franklin Road in the Fairview Hills Subdivision, and being more particularly described as follows: BEGINNING at an existing iron pipe in the eastern margin of the right of way of Jones Franklin Road, said iron pipe being a common corner with the northwest corner of Lot 32 of Fairview Hills, Block B, and running thence with the eastern margin of the right of way of Jones Franklin Road North 07 deg. 08 min. 16 sec. East 50.00 feet to a new iron pipe, a new corner; thence a new line South 86 deg. 30 min. 39 sec. East 43.73 to a new iron pipe; thence another new line South 86 deg. 20 min. 02 sec. East 131.99 feet to a new iron pipe in the line of property owned now or formerly by John T. Coston; thence with the line of such property owned now or formerly by Coston, South 08 deg. 30 min. 00 sec. West 50.00 feet to an existing iron pipe in the line of Coston, and being a common corner with the northeast corner of Lot 32 of Fairview Hills, Block B; thence with the northern line of Lot 32 of Fairview Hills, Block B, North 86 deg. 24 min. 23 sec. West 174.53 feet to the point and place of Beginning, containing 0.2007 acres and being all of Lots 31 and 30, and a portion of Lot 29, of Fairview Hills, Block B, said description being according to a map by Cooper and Associates dated November 24, 1992, entitled "Recombination Survey BLOCK B LOTS 28, 29, 30 AND 21 FAIRVIEW HILLS", and recorded in the Wake County Registry in Book of Maps 1992, page 1375, said map being incorporated by reference as if fully set out herein (for reference see map of Fairview Hills recorded in the Wake County Registry in Book of Maps 1945, page 92).

This conveyance made subject to any unpaid Ad Valorem taxes for 2013 and subsequent years;
This conveyance made subject to all valid covenants, declarations, easements and rights of way of record.

Grantors acquired their interests in the property by virtue of the deed recorded in Book 5589, Page 212 of the Wake County Registry.

Witness the signature and seal of the Grantor:

Nan T. Fiscella (SEAL)
NAN T. FISCELLA by her attorney in fact, Susan B. Zabriskie
By her attorney in fact, SUSAN B. ZABRISKIE

STATE OF Indiana
COUNTY OF Monroe

I, the undersigned, a Notary Public for said County and State, do hereby certify that **SUSAN B. ZABRISKIE,** as attorney in fact for **NAN T. FISCELLA**, personally appeared before me this day, being known to me or proved to me on the basis of satisfactory evidence, and says that she executed the foregoing and annexed instrument for herself and on behalf of the said **NAN T. FISCELLA**, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in Wake County, North Carolina, on the 15th day of September, 2011, in Book 14463, Page 140 and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

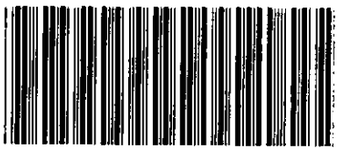
I do further certify that the said **SUSAN B. ZABRISKIE** acknowledged the due execution of the foregoing and annexed instrument as a voluntary act for the purposes therein expressed.

NOTARY PUBLIC SEAL INDIANA

Witness my hand and official seal, this the 23rd day of January, 2013.

Julie A. Morron
Notary Public JULIE A. MORRON

My Commission expires: 6/6/2015



BOOK:015140 PAGE:02464 - 02466

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

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22.004-1/20/06

N

Excise Tax $ 330.00

WAKE COUNTY, NC 672
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/27/2013 AT 16:40:55
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $330
BOOK:015203 PAGE:00967 - 00970

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier **0117676**
Verified by _____ County on the ____ day of _____, 19
by _____

Mail after recording to **Grantee**
This instrument was prepared by **Zdenek Law Firm P.A.**

Brief Description for the index | **Lot 40, Athena Woods**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this March 27, 2013, by and between

GRANTOR	GRANTEE
Williams & Woodall Properties, LLC	**Elizabeth W. Alexander and spouse, Mark Alexander and Ashley White and spouse, Margaret White**
1425 Millstone Landing Drive Raleigh, NC 27603	**Property address: 5524 Kaplan Drive Raleigh, NC 27606**
	Mailing address: 108 Old Grove Lane Apex, NC 27502

*** Williams & Woodall Properties, LLC did not use this property as a primary residence.***

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:

BEING ALL OF LOT 40, Athena Woods, Section 1, as shown on Book of Maps 1981, Page 109, Wake County Registry.

N.C. Bar Assoc. Form No. 3A © 1976, Revised © 1977
Printed by Agreement with the N.C. Bar Assoc. #003

The property hereinabove described was acquired by Grantor by instrument recorded in Book **8765**, Page **1012, Wake County Registry.**

A map showing the above described property is recorded in **Book 1981, Page 109,** 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:

SUBJECT to restrictions, easements and rights of way 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.

Williams & Woodall Properties, LLC (Corporate Name) _____ (SEAL)

By: _____

_____ (SEAL)

LEIGH ANN WOODALL
Member / Manager

_____ (SEAL)

Williams & Woodall Properties, LLC (Corporate Name) _____ (SEAL)

By: _____

GREG WILLIAMS,
Executor of the Estate of Raymond Eugene Williams
12E2446
Member / Manager

NORTH CAROLINA, **Wake** County.

I, Jeffrey Zdenek the undersigned, a Notary Public of the County and state aforesaid, certify that Leigh Ann Woodall, **manager / member of** Williams & Woodall Properties **a NC Limited Liability Company** personally appeared before me this day and acknowledged before me the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal on this, the 27 day of March, 2013

My commission expires:. 1-10-2015 _____ Notary Public

JEFFREY ZDENEK NOTARY PUBLIC WAKE COUNTY, NC MY COMMISSION EXPIRES JAN 10 2015

NORTH CAROLINA, **Wake** County.

I, Jeffrey Zdenek the undersigned, a Notary Public of the County and state aforesaid, certify that Greg Williams, **manager / member of** Williams & Woodall Properties, **a NC Limited Liability Company** personally appeared before me this day and acknowledged before me the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal on this, the 27 day of March, 2013

My commission expires:. 1-10-2015 _____ 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.

JEFFREY ZDENEK NOTARY PUBLIC WAKE COUNTY, NC MY COMMISSION EXPIRES JAN 10 2015

STATE OF NORTH CAROLINA, Wake County ss:

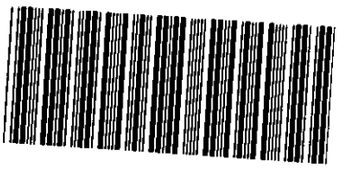
I, Jeffrey Zdenek, a Notary Public of the County of Wake, State of North Carolina, do hereby certify that Greg Williams personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 27th day of MARCH, 2013

My commission expires: 1-10-2015

Notary Public

JEFFREY ZDENEK
MY COMMISSION EXPIRES
JAN
10
2015
WAKE COUNTY, NC
NOTARY PUBLIC



BOOK:015203 PAGE:00967 - 00970

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Laura M. Riddick
Register of Deeds

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22.004–8/15/11

BK015322PG00835

WAKE COUNTY, NC 324
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/18/2013 AT 13:22:27
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $500
BOOK:015322 PAGE:00835 - 00839

ENV
Stubbs & Perdue

Prepared by:
Stubbs & Perdue, P.A.
310 Craven Street
New Bern, NC 28560

Parcel No. 0783122932
Revenue Stamps $ 500.00

(The property herein conveyed ____ includes or __X__ does not include the primary residence of a Grantor)

NORTH CAROLINA
WAKE COUNTY

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated the 17 day of June, 2013, is made by and between **Cecil Wayne Carroll and wife Mari Ellen Carroll,** (herein called the "Grantor") whose address is **6521 Ten Ten Road, Apex, NC 27502;** and **DEEJA, LLC, a North Carolina Limited Liability Company,** (herein called the "Grantee") whose address is **559 Jones Franklin Rd, Suite 164, Raleigh, NC 27606.**

The terms "Grantor" and "Grantee" as used herein shall mean and include the parties indicated, whether one or more, and their heirs, legal representatives, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by the context.

W I T N E S S E T H:

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, the following described real property; to wit:

All that certain tract or parcel of land lying and being situate in Swift Creek Township, Wake County, North Carolina, and being more particularly described

as follows:

Beginning at a point in the eastern right of way line of Jones Franklin Road, which point is marked by an iron rod at coordinates North 733014.30 and East 2081068.96. THENCE FROM THIS POINT OF BEGINNING SO LOCATED, running along and with the property line of Franklin Road Properties, North 89° 47' 39" East 381.15 feet to an iron pipe; thence South 2° 44' 14" West 209.40 feet to a point; thence North 88° 50' 26" West 438.82 feet to a point in the eastern right of way line of Jones Franklin Road; thence continuing North 88° 50' 26" West 35.18 feet to a point within the right way of Jones Franklin Road; thence along the roadway North 19° 57' 05" East 210.73 feet to a point; thence North 89° 47' 39" East 30.85 feet to the eastern right of way line of Jones Franklin Road, the point and place of beginning.
Said property is subject to the right of way of Jones Franklin Road, and the rights of others to the use of said road.

Said property contains 1.924 acres, more or less, excluding the area within the right of way, as shown on the survey entitled "Survey For" Wetherill Engineering, Inc., Property of Cecil Wayne Carroll, dated July 26, 2012, prepared by Wetherill Engineering, Inc., a copy of which is attached hereto and incorporated herein by reference.

Being the same property described in the deed recorded in Book 9292 at page 2258, Wake County Registry, referenced to which is hereby made.

The property hereinabove described is subject to ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property.

TO HAVE AND TO HOLD the aforesaid real property and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor is seized of the premises in fee and has the right to convey the same in fee simple, that the title is free and clear of all liens and

encumbrances except as herein otherwise described, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in such form as to be binding, this the day and year first above written.

Cecil Wayne Carroll

Cecil Wayne Carroll

Mari Ellen Carroll

Mari Ellen Carroll

North Carolina
Wake County

I, a Notary Public of WAKE County, North Carolina, certify that on this date before me personally appeared **Cecil Wayne Carroll and wife Mari Ellen Carroll** , personally known to me or who produced satisfactory evidence of identification and voluntarily signed the foregoing or attached instrument for the purposes therein stated and in the capacity indicated.

Witness my hand and official stamp or seal this 17th day of June, 2013.

SEAL

CLARICE A BARACCA
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 9-20-16

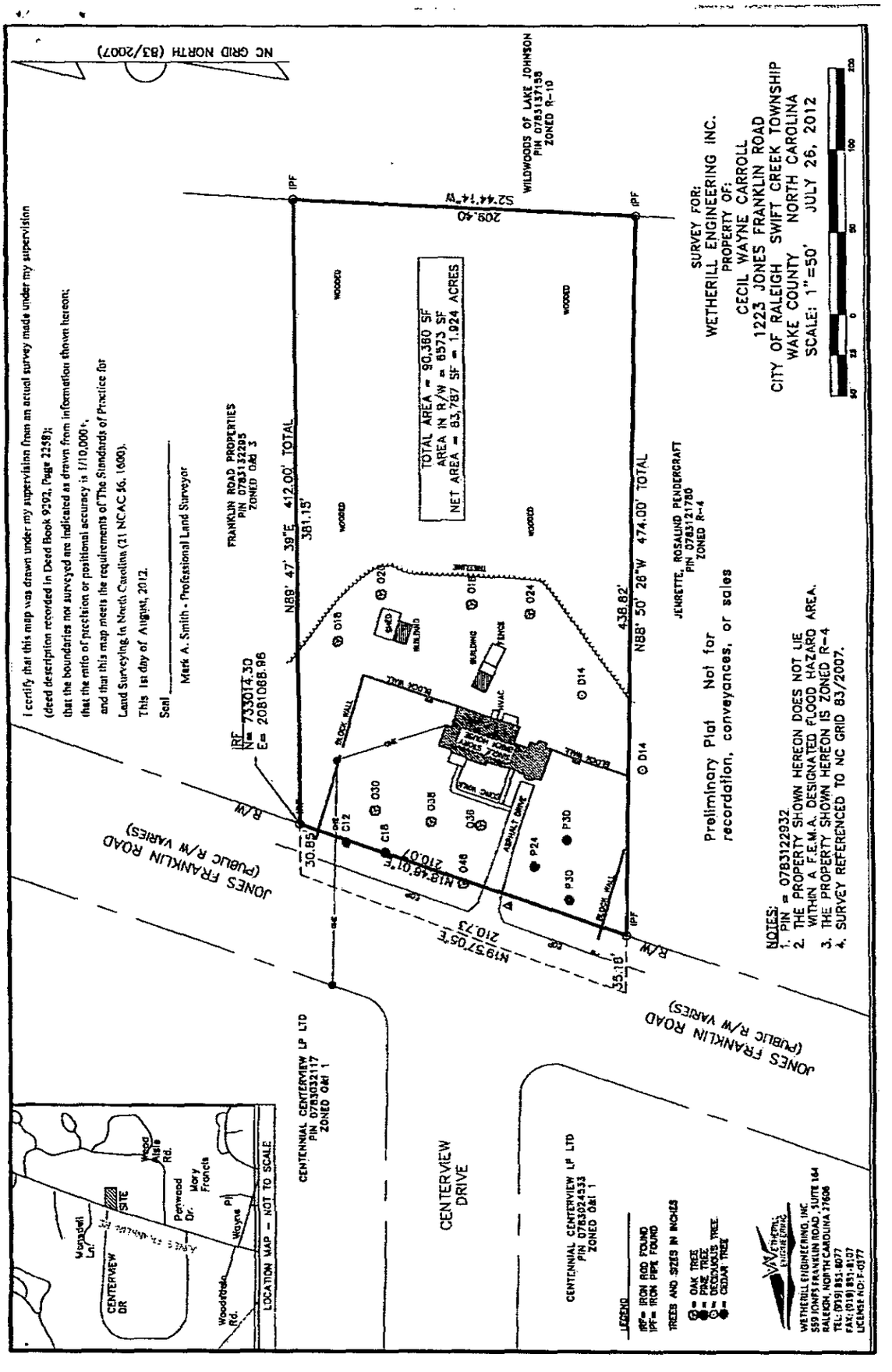
Clarice A. Baracca

Signature of Notary Public

My Commission Expires: MARCH 20, 2016

CLARICE A. BARACCA

Printed or Typed Name of Notary Public


NC GRID NORTH (83/2007)
I certify that this map was drawn under my supervision from an actual survey made under my supervision
(deed description recorded in Deed Book 9392, Page 2358);
that the boundaries not surveyed are indicated as drawn from information shown hereon;
that the ratio of precision or positional accuracy is 1/10,000+,
and that this map meets the requirements of The Standards of Practice for
Land Surveying in North Carolina (21 NCAC 56, 1600).
This 1st day of August, 2012.
Seal
Mark A. Smith - Professional Land Surveyor
IRF
N= 733014.30
E= 2081068.96
FRANKLIN ROAD PROPERTIES
PIN 0783132295
ZONED O&I 3
N89° 47' 39"E 412.00' TOTAL
381.15'
WILDWOODS OF LAKE JOHNSON
PIN 0783137158
ZONED R-10
IPF
S2°44'14"W
209.40
TOTAL AREA = 90,380 SF
AREA IN R/W = 6573 SF
NET AREA = 83,787 SF = 1.924 ACRES
WOODED
SHED
BUILDING
FENCE
BLOCK WALL
ASPHALT DRIVE
N88° 50' 28"W 474.00' TOTAL
438.82'
JENRETTE, ROSALIND PENDERGRAFT
PIN 0783121780
ZONED R-4
JONES FRANKLIN ROAD
(PUBLIC R/W VARIES)
R/W
30.85'
N18°46'07"E
210.07'
N19°57'05"E
210.73'
35.18'
CENTERVIEW
DRIVE
CENTENNIAL CENTERVIEW LP LTD
PIN 0783032117
ZONED O&I 1
CENTENNIAL CENTERVIEW LP LTD
PIN 0783024533
ZONED O&I 1
SURVEY FOR:
WETHERILL ENGINEERING INC.
PROPERTY OF:
CECIL WAYNE CARROLL
1223 JONES FRANKLIN ROAD
CITY OF RALEIGH SWIFT CREEK TOWNSHIP
WAKE COUNTY NORTH CAROLINA
SCALE: 1"=50' JULY 26, 2012
Preliminary Plat Not for
recordation, conveyances, or sales
NOTES:
1. PIN = 0783122932.
2. THE PROPERTY SHOWN HEREON DOES NOT LIE
WITHIN A F.E.M.A. DESIGNATED FLOOD HAZARD AREA.
3. THE PROPERTY SHOWN HEREON IS ZONED R-4
4. SURVEY REFERENCED TO NC GRID 83/2007.
LOCATION MAP - NOT TO SCALE
CENTERVIEW DR
Wood Mills Rd.
Mary Francis Pl
Penwood Dr.
Wayne Pl
Woodridge Rd.
SITE
LEGEND
IRF= IRON ROD FOUND
IPF= IRON PIPE FOUND
TREES AND SIZES IN INCHES
OAK TREE
PINE TREE
DECIDUOUS TREE
CEDAR TREE
WETHERILL ENGINEERING, INC
559 JONES FRANKLIN ROAD, SUITE 164
RALEIGH, NORTH CAROLINA 27606
TEL: (919) 851-8077
FAX: (919) 851-8107
LICENSE NO: P-0577

BOOK:015322 PAGE:00835 - 00839

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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

22.004–8/15/11

BK015346PG01965

WAKE COUNTY, NC 29
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/03/2013 AT 09:59:09
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $ 127
BOOK:015346 PAGE:01965 - 01967

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $127.00

Parcel Identifier No. 0117677 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Grantee @ 108 Old Grove Ln Apex, NC 27502

This instrument was prepared by: The Coleman Law Firm, P.A., without examination of title or tax advice.

Brief description for the Index: LOT 41-B, Athena Woods

THIS DEED made this 18 day of June, 2013 by and between

GRANTOR	GRANTEE
Amos Ray Evans and spouse, Patricia B. Evans 202 Williamsburg Drive Greenville, NC 27834	Mark Alexander, married Ashley White, married 5520 Kaplan Drive, #B Raleigh, NC 27606-2454

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 41-B, Athena Woods, Section One, as shown on plat of same recorded in Book of Maps 1982, Page 327, Wake County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 03440 page 0529.

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 1982 page 327.

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:

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

_____ (Entity Name)	X Amos Ray Evans (SEAL) Print/Type Name: Amos Ray Evans
By: _____ Print/Type Name & Title: _____	X Patricia B Evans (SEAL) Print/Type Name: Patricia B. Evans
By: _____ Print/Type Name & Title: _____	_____ (SEAL) Print/Type Name: _____
By: _____ Print/Type Name & Title: _____	_____ (SEAL) Print/Type Name: _____

State of North Carolina - County or City of ~~Wake~~ Martin

I, the undersigned Notary Public of the County or City of ~~Wake~~ Martin and State aforesaid, certify that Amos Ray Evans and spouse, Patricia B. Evans 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 1st day of June, 2013.

My Commission Expires: 12/19/2015
(Affix Seal)

Shannon C. Layne
Shannon C. Layne 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 _____

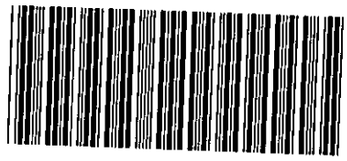
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____.

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

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association



BOOK:015346 PAGE:1965 - 1967

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

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3 # of Pages
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22.004–8/15/11

BK015356PG00555

WAKE COUNTY, NC 468
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/11/2013 AT 16:15:37
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $230
BOOK:015356 PAGE:00555 - 00560

Prepared By: Peter R. Shedor

After Recording Mail To: GRANTEE

Excise Tax $ 230.00

Tax Lot No. 0023306 Parcel Identifier No.

BRIEF PROPERTY DESCRIPTION:
506 Jones Franklin

GENERAL WARRANTY DEED

THIS DEED made this 10th day of July, 2013, by and between:

GRANTORS:

HENRY BLAND FRANKLIN, JR.. and spouse, FRAN FRANKLIN
901 Madrona St., Apt. 109
Midlothian, VA 23114

DAVID LEON FRANKLIN and spouse, THERESA G. FRANKLIN
120 Annondale Ct.
Greer, SC 29651

EUGENE KEITH FRANKLIN and spouse, HILDA B. FRANKLIN
6401 Wrenwood Dr.
Raleigh, NC 2760

GRANTEES:

BGM INVESTMENT COMPANY, A North Carolina Limited Liability Company

Property Address:
506 Jones Franklin Rd.
Raleigh, NC 27606

Grantee Address:
51 Kilmayne Drive, Suite 100
Cary, NC 27511

This property ___ was / ___x__ was not the primary residence of the Grantors

The Grantor(s) for themselves and their heirs or successors and assigns, covenant with the Grantee(s), their heirs, successors and assigns that they are seized of the following described premises in fee and have the right to convey the same in fee simple, that the same are free from encumbrances except as set forth herein, and that they will warrant and defend the said title to the same against the claims of all persons

whatsoever, and do hereby for valuable consideration grant and convey to the Grantees in fee simple TO HAVE AND TO HOLD the following described lot or parcel of land and all privileges and appurtenances thereto belonging. Said lot or parcel of land is situated in Wake County, North Carolina, being more particularly described as follows:

See attached Exhibit A for legal description

This conveyance made subject to any unpaid Ad Valorem taxes for 2013 and subsequent years;
This conveyance made subject to all valid covenants, declarations, easements and rights of way of record.

The Grantors Acquired their interest in the property by deed recorded in Book 847, Page 302, Wake County Registry. See the estates of Henry B. Franklin 91E597 and Wava Keith Franklin 03E1194

Witness the signatures and seals of the Grantors:

Henry Bland Franklin (SEAL) Fran Franklin (SEAL)
HENRY BLAND FRANKLIN, JR.. FRAN FRANKLIN

STATE OF Virginia
COUNTY OF Chesterfield

(Notary Seal)

I certify that the following person(s) appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: HENRY BLAND FRANKLIN, JR.. and FRAN FRANKLIN

This the 3 day of July, 2013.

Holly H. Davis, Notary Public

My commission expires: May 31 2016

HOLLY H. DAVIS
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #257869
My Commission Expires May 31 2016

Witness the signatures and seals of the Grantors:

David Leon Franklin (SEAL)
DAVID LEON FRANKLIN

Theresa G. Franklin (SEAL)
THERESA G. FRANKLIN

STATE OF
COUNTY OF

(Notary Seal)

I certify that the following person(s) appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DAVID LEON FRANKLIN and THERESA G. FRANKLIN

This the 3 day of July, 2013.

, Notary Public

My commission expires: 1/27/2017

Witness the signatures and seals of the Grantors:

Eugene Keith Franklin (SEAL) Hilda B. Franklin (SEAL)

EUGENE KEITH FRANKLIN HILDA B. FRANKLIN

NOTARY PUBLIC WAKE COUNTY, NC (Notary Seal)

STATE OF
COUNTY OF

I certify that the following person(s) appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: EUGENE KEITH FRANKLIN and HILDA B. FRANKLIN

This the 10th day of July, 2013.

Alma R Aldridge, Notary Public

My commission expires: Sept 23, 2015

EXHIBIT A

Beginning at an existing iron pipe in the western line of Sumare Limited Partnership and running North 06 degrees 24 minutes 20 seconds East 100 feet to a point in the north western corner of H.B. Franklin, Jr. et al. and true POINT OF BEGINNING, and continuing along said line North 214.02 feet to an existing iron pipe within the Barringer Drive right of way (40 feet wide); thence running along Barringer Drive South 86 degrees 59 minutes 38 seconds East 202.18 feet along said right of way to a control corner at the intersection of Barringer Drive and Jones Franklin Road; thence running South 07 degrees 38 minutes 58 seconds West 232.70 feet along the line of Jones Franklin Road right of way (60 feet wide) to a point at the intersection of the northeastern corner of H.B. Franklin, Jr. et al. and Jones Franklin Road; thence along the northern line of H.B. Franklin, Jr. et al. North 81 degrees 39 minutes 45 seconds West 196.89 feet to a point and place of BEGINNING, as shown on a map entitled "Property of BGM Investment Company, an N.C. Corporation" by B.L. Scott Land Surveying dated June 27, 2013. Said property is a portion of the land identified in the deed recorded in Deed Book 187, Page 145, Wake County Registry.

Property address: 506 Jones Franklin Road, Cary, North Carolina

BOOK:015356 PAGE:00555 - 00560

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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BK015356PG00581

WAKE COUNTY, NC 471
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/11/2013 AT 16:15:37
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $230
BOOK:015356 PAGE:00581 - 00586

Prepared By: Peter R. Shedor

After Recording Mail To: GRANTEE

Excise Tax $ 230.00

Tax Lot No. 0023305 Parcel Identifier No.

BRIEF PROPERTY DESCRIPTION:
512 Jones Franklin

GENERAL WARRANTY DEED

THIS DEED made this 10th day of July, 2013, by and between:

GRANTORS:

HENRY BLAND FRANKLIN, JR.. and spouse, FRAN FRANKLIN
901 Madrona St., Apt. 109
Midlothian, VA 23114

DAVID LEON FRANKLIN and spouse, THERESA G. FRANKLIN
120 Annondale Ct.
Greer, SC 29651

EUGENE KEITH FRANKLIN and spouse, HILDA B. FRANKLIN
6401 Wrenwood Dr.
Raleigh, NC 2760

GRANTEES:

COLIN MACNAIR JR. and spouse, BRIDGET G. MACNAIR

Property Address:
512 Jones Frankin Rd.
Raleigh, NC 27606

Grantee Address:
51 Kilmayne Drive, Suite 100
Cary, NC 27511

This property ___ was / ___x__ was not the primary residence of the Grantors

The Grantor(s) for themselves and their heirs or successors and assigns, covenant with the Grantee(s), their heirs, successors and assigns that they are seized of the following described premises in fee and have the right to convey the same in fee simple, that the same are free from encumbrances except as set forth herein, and that they will warrant and defend the said title to the same against the claims of all persons

whatsoever, and do hereby for valuable consideration grant and convey to the Grantees in fee simple TO HAVE AND TO HOLD the following described lot or parcel of land and all privileges and appurtenances thereto belonging. Said lot or parcel of land is situated in Wake County, North Carolina, being more particularly described as follows:

See attached Exhibit A for legal description

This conveyance made subject to any unpaid Ad Valorem taxes for 2013 and subsequent years;
This conveyance made subject to all valid covenants, declarations, easements and rights of way of record.

The Grantors Acquired their interest in the property by deed recorded in Book 847, Page 302, Wake County Registry. See the estates of Henry B. Franklin 91E597 and Wava Keith Franklin 03E1194

Witness the signatures and seals of the Grantors:

Henry Bland Franklin (SEAL) Fran Franklin (SEAL)
HENRY BLAND FRANKLIN, JR.. FRAN FRANKLIN

STATE OF Virginia
COUNTY OF Chesterfield

(Notary Seal)

I certify that the following person(s) appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: HENRY BLAND FRANKLIN, JR.. and FRAN FRANKLIN

This the 3 day of July, 2013.

Holly H. Davis, Notary Public

My commission expires: May 31 2016

HOLLY H. DAVIS
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #257869
My Commission Expires May 31 2016

Witness the signatures and seals of the Grantors:

_____(SEAL)
DAVID LEON FRANKLIN

_____(SEAL)
THERESA G. FRANKLIN

STATE OF
COUNTY OF

(Notary Seal)

I certify that the following person(s) appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: DAVID LEON FRANKLIN and THERESA G. FRANKLIN

This the 3rd day of July, 2013.

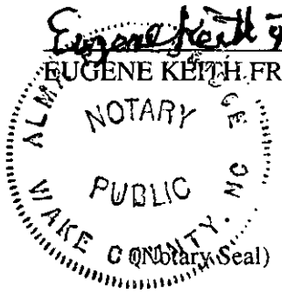
_____, Notary Public

My commission expires: 1/27/2017

Witness the signatures and seals of the Grantors:

Eugene Keith Franklin (SEAL)
EUGENE KEITH FRANKLIN

Hilda B. Franklin (SEAL)
HILDA B. FRANKLIN



STATE OF
COUNTY OF

I certify that the following person(s) appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: EUGENE KEITH FRANKLIN and HILDA B. FRANKLIN

This the 10th day of July, 2013.

Alma R. Aldridge
, Notary Public

My commission expires: Sept 23, 2015

EXHIBIT A

Beginning at a control corner in the western right of way of Jones Franklin Road (60 feet wide), being also the intersection of the north eastern line of Sumare Limited Partnership and Jones Franklin Road; thence continuing North 81 degrees 38 minutes 53 seconds West along the northern line of Sumare 194.72 feet to an existing iron pipe at the corner with property of H.B. Franklin, Jr. et al. Thence running North 06 degrees 24 minutes 20 seconds East 100 feet to a point in the eastern line of Sumare said point being South 214.02 feet from an existing iron pipe found within the western line of H.B. Franklin, Jr. et al. Thence running South 81 degrees 39 minutes 45 seconds East 196.89 feet to a point in the western right of way line of Jones Franklin Road and the southeastern corner of H.B. Franklin, Jr. et al.. Thence running South 07 degrees 38 minutes 58 seconds West along Jones Franklin Road 100 feet to a point and true place of BEGINNING, as shown on a map entitled "Property of Colin MacNair and Bridget G. MacNair" by B.L. Scott Land Surveying dated June 27, 2013. Said property is all of the land identified in the deed recorded in Deed Book 847, Page 302, Wake County Registry.

Property address: 512 Jones Franklin Road, Cary, North Carolina

BOOK:015356 PAGE:00581 - 00586

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

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22.004–8/15/11

WAKE COUNTY, NC 77
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/16/2013 AT 10:02:59
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $278
BOOK:015406 PAGE:02706 - 02710

Excise Tax $278.00
Real Estate Id 0018477

Recording Time, Book and Page

Mail after recording to: Raymond and Teresita Miller
18735 Fish Hatchery Rd., Eagle River, AK 99577

This instrument was prepared by: **Raymond Lawrence Miller & Teresita Suico Miller**

Brief description for the Index: **Lot 5, G.H. Singleton Subdivision, Real Estate Id 0018447**

GENERAL WARRANTY DEED

(Corporation to Husband and Wife)

Grantor(s): MillerBuilt Construction, Inc.

Grantee(s): Raymond Lawrence Miller and Teresita Suico Miller
18735 Fish Hatchery Rd, Eagle River AK 99577

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF ONE HUNDRED AND THIRTY NINE THOUSAND, EIGHT HUNDRED AND EIGHTY EIGHT DOLLARS AND FIFTEEN CENTS ($139,888.15) PAID TO CAPITAL BANK ABA#067011760 BENFICIARY ACCOUNT NUMBER 095-13009210, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **MillerBuilt Construction, Inc.**, a Corporation organized under the laws of the state of North Carolina, hereinafter referred to as "Grantor", does hereby grant, bargain, sell, and convey unto **Raymond Lawrence Miller** and **Teresita Suico Miller**, Husband and Wife, as joint tenants with rights of survivorship, hereinafter "Grantees", the following lands and property, together with all improvements located thereon, lying in the City of Raleigh, Raleigh Township, the County of Wake, State of North Carolina, to-wit:

☒ See Legal Description Attached as Exhibit A incorporated by reference as though set forth in full

☐ Legal Description:

Prior instrument reference: Book 14281, Page 1970, Document No. of the Recorder of Wake County, North Carolina.

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantor, if any, which are reserved by Grantor.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantees, and unto Grantees' heirs and assigns forever, with all appurtenances thereunto belonging.

And the Grantor covenants with the Grantees, 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 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:

TO HAVE AND TO HOLD to the said Grantees as joint tenants, with right of survivorship, their heirs, personal representatives, executors and assigns forever: it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, this deed was executed by the undersigned on this the 1st day of August, 2013

MillerBuilt Construction, Inc.
CORPORATION NAME

Attest: _____
Secretary

By: _____ President
Signature and Title

Robert Miller - President
Type or Print Name

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Timothy E. Bridgers (Name of officer taking acknowledgment), Notary (Official title of officer taking acknowledgment) certify that Robert C. Miller (Name of attesting official) personally came before me this day and acknowledged that he/she is President (Title of attesting official) of MillerBuilt Construction, 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 President, (Title of Official), sealed with its corporate seal, and attested by himself (or herself) as its Notary of MillerBuilt Construction, Inc. (Title of attesting official).

Witness my hand and official seal, this the 13 day of August, (Month) 2013 (Year).

Notary Public

Printed Name: Timothy E. Bridgers

My Commission Expires:

9-28-2013

TIMOTHY E. BRIDGERS
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires

Grantor(s) Name, Address, phone:
Robert C Miller
Nathalia N. Miller
215 Wilmot
Raleigh, NC 27606
907 521-2261

Grantee(s) Name, Address, phone:
Raymond L Miller
Teresita S Miller
18735 Fish Hatchery Rd.
Eagle River AK 99577
907 622 2740

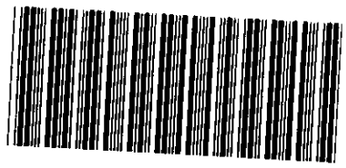
SEND TAX STATEMENTS TO GRANTEE

EXHIBIT A

ATTACHMENT

BEING ALL that certain lot or parcel of land lying and being in Swift Creek Township, Wake County, North Carolina and being Lot 5, G.H. Singleton Subdivision, and being further described as follows:

BEGINNING at a point in the center of Jones-Franklin Road, said point being 140 feet in a Southern direction as measured along the center line of the Jones-Franklin Road from the southeastern corner of Lot No. 3 according to a map of the G.H. Singleton Subdivision recorded in Book of Maps 1953, at Page 78, Wake County Registry, said point also being 30 feet perpendicularly from an iron pipe; thence South 19 degrees 15 minutes west along the center line of said road 140 feet to a point in the center of said road; witnessed by an iron pipe set back 30 feet on the West side of the road; thence North 70 degrees 45 minutes west (passing over said iron pipe at 30 feet) along the Northern line of other lands owned by said G.H. Singleton 300 feet to an iron pipe; runs thence North 19 degrees 15 minutes East 140 feet to an iron pipe, the Southwestern corner of Lot No. 4; runs thence South 70 degrees 45 minutes East along the Southern line of Lot No. 4 (passing over an iron pipe at 270 feet) 300 feet to the point of beginning; and being Lot No. 5 in accordance with survey, map and description of the G.H. Singleton Subdivision made by C.L. Mann, Engineer, June 1953 and September 1955.



BOOK:015406 PAGE:02706 - 02710

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

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__5__ # of Pages

22.004–8/15/11

BK015407PG01783

WAKE COUNTY, NC 259
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/16/2013 AT 13:00:21
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $890
BOOK:015407 PAGE:01783 - 01786

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $890.00

Parcel Identifier No.0089276 Verified by _____ County on the ____ day of_____, 20_____
By:_____

Mail/Box to: ~~GRANTEE~~ Box 58

This instrument was prepared by: Thomas R. Lenfestey, III, Attorney, Adams, Howell, Sizemore & Lenfestey, P.A.

Brief description for the Index:

THIS DEED made this 5th day of August, 2013, by and between

GRANTOR	GRANTEE
Candler Swim Club, Incorporated (also known as Candler Swim Club, Inc.), a North Carolina corporation	**Raleigh Swimming Association, a North Carolina non-profit corporation**
105 Wordsmith Court Cary, NC 27518	**6300 Chapel Hill Road, Suite 110 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 Wake County, North Carolina and more particularly described as follows:

See Exhibit A, attached hereto.

_____ **If initialed, this property is the principal residence of the Grantor.**

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

BK015407PG01784

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2070 Page 0008.

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:

This conveyance is expressly made subject to the lien created by all of the Grantors' real 2013 Wake County ad valorem taxes on said tract of land which the Grantee(s) agree to assume and pay in full when due.

Subject to all easements, rights-of-way, covenants and other restrictions as shown on the public record or as would be disclosed by an accurate survey and inspection of the land.

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

Grantor(s):

Candler Swim Club, Incorporated
(also known as Candler Swim Club, Inc.)

By: Sharyne Candler (SEAL)

Name: Sharyne Candler

Title: President

State of North Carolina County or City of Durham

I, the undersigned Notary Public of the aforesaid County or City and State, certify that Sharyne Candler personally appeared before me this day and acknowledged that she is the President of Candler Swim Club, Incorporated (also known as Candler Swim Club, Inc.), and that, by authority duly given and as the act of said corporation, she, being duly sworn, did execute the foregoing instrument in her official capacity.

Witness my hand and Notarial stamp or seal this 5th day of August, 2013.

My Commission Expires: April 17, 2016

Sharon L. Berrian, Notary Public
Notary's Printed or Typed Name

(Affix Seal)

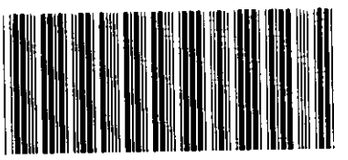
SHARON L BERRIAN NOTARY PUBLIC DURHAM COUNTY, NC

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

EXHIBIT A

Real Property Legal Description

BEGINNING at an iron stake located in the eastern right of way line of Jones Franklin Road, said stake being the following two courses and distances from an existing iron pipe marking the northwest corner of the J. E. Franklin Estate lands: (1) North 23 deg. 4 min. east 126.97 feet; and (2) North 72 deg. 8 min. 30 sec. east 13.36 feet; running thence from said beginning point along the eastern right of way line of Jones Franklin Road north 23 deg. 40 min. 30 sec. east 309.38 feet, south 61 deg. 44 min. 30 sec. east 9.97 feet, north 23 deg. 39 min. 30 sec. east 100.54 feet, north 26 deg. 47 min. 30 sec. east 100.64 feet, and north 30 deg. 13 min. 30 sec. east 19.05 feet; thence, a new line through the Voorhees property south 66 deg. 11 min. 30 sec. east 142.53 feet to a stake; thence south 9 deg. 18 min. 30 sec. west 325.00 feet; thence south 72 deg. 8 min. 30 sec. west 321.64 ft. to the point and place of beginning. Containing 1.9995 acres according to survey by J. Fred Davis, entitled "Property of Candler Swim Club" dated 4/4/72 and filed for record in Book of Maps 1972, page 83, in the office of the Wake County Register of Deeds.



BOOK:015407 PAGE:01783 - 01786

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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This Document
_____ New Time Stamp
_____ # of Pages

22.004–8/15/11

WAKE COUNTY, NC 206
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/04/2013 AT 13:02:48

BOOK:015493 PAGE:01709 - 01711

NORTH CAROLINA
NON-WARRANTY DEED

Excise Tax: $Ø	Recording Time, Book and Page
Tax Map No.	Parcel Identifier No.

Mail after recording to: Grantee: 925 Barringer Dr., Raleigh, NC 27606

This instrument was prepared by: Angela D. Lassiter, Esq., 4501 Ashmont Court, Raleigh, NC 27616

This deed was prepared on information supplied by the parties hereto and no title examination was requested or performed by Angela D. Lassiter, Esq.

THIS DEED made this 9 day of OCTOBER, 2013 by and between

GRANTOR

Joseph A. Childers and Wife, Faye L. Childers

925 Barringer Drive
Raleigh, NC 27606

GRANTEE

The Joseph A. Childers and Faye L. Childers Revocable Living Trust

925 Barringer Drive
Raleigh, NC 27606

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:

Beginning at an existing iron pipe, said iron pipe being located along the eastern right-of-way of Barringer Drive (a 50' public right of way) and also being the northwesternmost corner of the property of Joseph A. and Faye L. Childers prior to the recombination as shown on map recorded at Book of Maps 2001, Page 17, thence from said point of BEGINNING; and with the right-of-way of Barringer Drive (a 50' public right of way) a new line N 08° 44' 55" E 20.06 feet to an iron pipe set; thence a new line S 5° 39' 20" E 218.42 feet to an iron pipe set; thence a new line S 08° 38' 35" W 20.21 feet to an iron pipe set; thence N 85° 26' 59" W 43.27 feet to an existing iron pipe; thence with the old property line of Joseph A. & Faye L. Childers and Savannah Sons LLC, N 85° 39' 20" W 175.18 feet to an existing iron pipe and being the point and place of BEGINNING, containing 4,372 square feet more or less, which above described property is a 20 foot strip which is shown as being combined with the existing property of Joseph A. & Faye L. Childers on that certain map recorded at Book of Maps 2001, Page 17 and by B.L. Scott & Co. entitled "Survey for Raleigh Church of Christ" dated January 3, 2001 and designated as Job No. 01-01-02.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8776, Page 2402.

The above described property does 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 the title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Joseph A Childers (SEAL)
Joseph A. Childers

Faye L. Childers (SEAL)
Faye L. Childers

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: Joseph A. Childers and Wife, Faye L. Childers, Grantor(s). Witness my hand and official stamp or seal, this the 9 day of OCTOBER, 2013

My Commission Expires: 7/23/2017

Richard J. Noyes
Notary Public

Print Notary Name: RICHARD J. NOYES

RICHARD J. NOYES NOTARY PUBLIC CHATHAM COUNTY, NC

BOOK:015493 PAGE:01709 - 01711

WAKE COUNTY
NORTH CAROLINA

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

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3 # of Pages

TE

WAKE COUNTY, NC 261
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/15/2013 AT 14:13:54

BOOK:015503 PAGE:02243 - 02245

NORTH CAROLINA
NON-WARRANTY DEED

Excise Tax: $0	Recording Time, Book and Page
Tax Map No.	Parcel Identifier No. 0043193

Mail after recording to: Grantee: 925 Barringer Dr., Raleigh, NC 27606

This instrument was prepared by: Angela D. Lassiter, Esq., 4501 Ashmont Court, Raleigh, NC 27616

This deed was prepared on information supplied by the parties hereto and no title examination was requested or performed by Angela D. Lassiter, Esq.

THIS DEED made this 15th day of November, 2013 by and between

GRANTOR

Joseph A. Childers and Wife, Faye L. Childers

925 Barringer Drive
Raleigh, NC 27606

GRANTEE

The Joseph A. Childers and Faye L. Childers Revocable Living Trust

925 Barringer Drive
Raleigh, NC 27606

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 Lots 80, 81, 82 and 83 of Fairview Hills subdivision as depicted in Map Book 1945, Page 93.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15064, Page 1094 and in Book 15479, Page 37.

The above described property 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 the title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Joseph A Childers (SEAL)
Joseph A. Childers

Faye L. Childers (SEAL)
Faye L. Childers

NORTH CAROLINA RANDOLPH 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: Joseph A. Childers and Wife, Faye L. Childers, Grantor(s). Witness my hand and official stamp or seal, this the 15th day of November, 2013.

My Commission Expires: 01/02/2018

Angela Dawn Lassiter
Notary Public

Print Notary Name: Angela Dawn Lassiter

Angela Dawn Lassiter
Notary Public
Randolph County
North Carolina
My Commission Expires 1/2/2018

BOOK:015503 PAGE:02243 - 02245

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

☐ New Time Stamp ☐ $25 Non-Standard Fee

☐ Additional Document Fee ☐ Additional Reference Fee

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1 # of Time Stamps Needed

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3 # of Pages

F

WAKE COUNTY, NC 225
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/10/2013 AT 15:30:36

BOOK:015527 PAGE:00786 - 00788

Excise Tax $0.00
Tax Lot No. _____ Parcel Identifier No. **0020261**
Verified by _____ County on the ____ day of _____, 20
by _____

Mail after recording to GRANTEE
This instrument was prepared by **ROBERT E. HOWARD, JR. (WITHOUT TITLE EXAMINATION)**

Brief Description for the index | 5301 Denise Drive, Raleigh, NC 27606

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made **December 5th, 2013** by and between

GRANTOR	GRANTEE
PING KUEN YEUNG	**MEI YUK LAM** 3008 Kilarney Ridge Loop 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 the City of _____, Wake County, North Carolina and more particularly described as follows:

Being all of lot 9, LLOYD'S LITTLE ACRES, as is shown on plat recorded in Book of Maps 1957, Page 65, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12661, Page 2607, Wake County Registry.

A map showing the above described property is recorded in **Book 1957, Page 65.**

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:

1. Ad Valorem Taxes.
2. Easements, restrictions and encumbrances of record, if any.
3. Grantor warrants that he has created no separate liens or encumbrances against said property.
4. This conveyance is made subject to the provisions of N.C.G.S. 39-13.3(c) and 39-13.4.

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

USE BLACK INK ONLY

Ping Kuen Yeung (SEAL)
PING KUEN YEUNG

KIMBERLY C. BLACK NOTARY PUBLIC GRANVILLE COUNTY, NC SEAL-STAMP

NORTH CAROLINA, Wake County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that PING KUEN YEUNG, Grantor, personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 **day of December, 2013**.

My commission expires: 1-26-2015 Kimberly C Black Notary Public

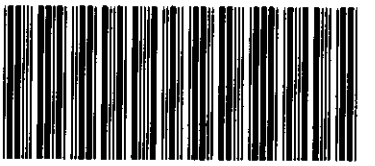
The foregoing Certificate(s) of

_____

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:015527 PAGE:00786 - 00788

WAKE COUNTY
NORTH CAROLINA

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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

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☐ Additional Document Fee ☐ Additional Reference Fee

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WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02-24-2014 12:47:06

Excise Tax: $0.00

PREPARED BY: Brooke L. Dalrymple (no title search performed)
Return to: BLD; Howard, Stallings, From & Hutson, P.A., PO Box 12347, Raleigh, NC 27605

NORTH CAROLINA
WAKE COUNTY

PID: 0783275465

THIS QUITCLAIM DEED, made and entered into this the 20th day of February, 2014, by and between RONALD A. COLEMAN AND ROBIN H. COLEMAN, TRUSTEES OF THE REVOCABLE LIVING TRUST OF RONALD AND ROBIN COLEMAN DATED OCTOBER 21, 2010, whose address is: 409C Jones Franklin Road, Raleigh, NC 27606, Grantors;

-TO-

RONALD A. COLEMAN AND WIFE, ROBIN H. COLEMAN, as tenants by the entirety, whose address is: 409C Jones Franklin Road, Raleigh, NC 27606, Grantees;

WITNESSETH:

Grantors, for a valuable consideration paid by Grantees, the receipt of which is hereby acknowledged, has remised and released and does hereby remise, release and forever quitclaim to Grantees all of their interest in the following described land and improvements and appurtenances thereto in Wake County, State of North Carolina:

Submitted electronically by "Howard Stallings From & Hutson"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

BEING all of Lots 36, 37, 38, 39, 40, and 41, Block B, according to a map of FAIRVIEW HILLS, John S. Jones Estates, recorded in Book of Maps 1945, Page 92, Wake County Registry.

The property hereinabove-described was acquired by Grantors by instrument recorded in Book 14918, Page 1744 of the Wake County, North Carolina Registry.

The property conveyed herein includes the primary residence of the Grantors.

TO HAVE AND TO HOLD the said Property and all privileges and appurtenances (rights) belonging to Grantees, in fee simple.

The Grantors make no warranty, express or implied, as to title to the property hereinabove described.

Grantors have duly executed the foregoing instrument, as of the day and year first written above.

TRUSTEES OF THE REVOCABLE LIVING TRUST OF RONALD AND ROBIN COLEMAN DATED OCTOBER 21, 2010

Ronald A. Coleman (SEAL)
RONALD A. COLEMAN, Trustee

Robin H. Coleman (SEAL)
ROBIN H. COLEMAN, Trustee

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Sarah L Phillips, a Notary Public, do hereby certify that Ronald A. Coleman personally appeared before me this day as Trustee of the Revocable Living Trust of Ronald and Robin Coleman dated October 21, 2010 and acknowledged the execution of the foregoing instrument as Trustee.

Witness my hand and official stamp or seal, this 20th day of February, 2014.

[SEAL] SARAH L. PHILLIPS NOTARY PUBLIC WAKE COUNTY, NC

Sarah L Phillips
Notary Public
My Commission Expires: 10-11-2016

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Sarah L Phillips, a Notary Public, do hereby certify that Robin H. Coleman personally appeared before me this day as Trustee of the Revocable Living Trust of Ronald and Robin Coleman dated October 21, 2010 and acknowledged the execution of the foregoing instrument as Trustee.

WITNESS my hand and official stamp or seal, this 20th day of February, 2014.

[SEAL] SARAH L. PHILLIPS NOTARY PUBLIC WAKE COUNTY, N.C.

Sarah L Phillips
Notary Public
My Commission Expires: 10-11-2016

WAKE COUNTY, NC 239
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/25/2014 AT 16:03:27
STATE OF NC REAL ESTATE
EXCISE TAX: $171,262.00
BOOK:015587 PAGE:01965 - 01979

Revenue stamps: $171,262.00 Parcel ID: 0186400 and 0187368

Prepared by: Smith Anderson Law Firm (DFR) No Opinion on Title
Return to: Smith Anderson Law Firm Box 181

Brief Description for the Index | Parcel 1 and Parcel E, BM 1990, Page 999

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 24 day of February, 2014, by and between

GRANTOR	GRANTEE
CARY CROSSROADS (DE), LLC, a Delaware limited liability company With a mailing address of: c/o Ronus Properties, LLC 3290 Northside Parkway Suite 250 Atlanta, GA 30327	**CROSSROADS PLAZA 1743, LP,** a Delaware limited partnership With a mailing address of: c/o Kimco Realty Corporation 3333 New Hyde Park Road Suite 100 New Hyde Park, NY 11042

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 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 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** and **Exhibit A-1** attached hereto and incorporated herein by reference (the "Property").

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

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12742, Page 2378, Wake County Registry.

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

And Grantor covenants with 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 those exceptions more particularly described on **Exhibit B** attached hereto and incorporated herein by reference.

[Signature page follows]

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 20 day of February, 2014, and delivered as of the date indicated on the first page of this Deed.

Grantor:

CARY CROSSROADS (DE), LLC,
a Delaware limited liability company

By: Clearland, LLC, a Georgia limited liability company, its Manager

By: _____
Name: Richard S. Markham
Title: President

Fulton County, Georgia

I certify that the following person(s) 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: Richard S Markham.

Date: February 20, 2014

My Commission Expires: December 29, 2015

Eva B Garrett
Notary Public

Print Name: Eva B Garrett

[Affix Notary Stamp or Seal]

EVA B GARRETT
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires Dec. 29, 2015

EVA B GARRETT NOTARY PUBLIC COBB COUNTY, GA

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in the Town of Cary, Wake County, North Carolina and being more particularly described as follows:

To find the true point of beginning, commence at a North Carolina Department of Transportation right-of-way monument located on the southeastern right-of-way line of U.S. Highway 1 and U.S. Highway 64 (having a variable right-of-way width). Said monument having North Carolina grid coordinate values of NAD27, N=732,274.6496 and E=2,075,868.1896: run, thence along said southeastern right-of-way line, in a generally northeasterly direction, North 58°11'04" East a distance of 175.05 feet to an iron pipe; thence leaving said southeastern right-of-way line of the North Carolina Department of Transportation and running along the northeasterly right-of-way line of NCDOT ROW described in Deed Book 4767, Page 69, in a generally southeasterly direction, the following courses and distances: along the arc of a 220.29 foot radius curve an arc distance of 250.28 feet to an iron pipe (said arc being subtended by a chord lying to the northeast thereof, bearing South 29°43'06" East and having a length of 237.03 feet); and South 73°37'45" East a distance of 71.87 feet to an iron pipe, said iron pipe being the True Point of Beginning. From the True Point of Beginning as thus established, thence leaving said northeastern right-of-way line of the North Carolina Department of Transportation, continue South 73°37'45" East a distance of 11.27 feet to an iron pipe; thence South 79°00'58" East a distance of 241.49 feet to an iron pipe; thence in a general northeasterly direction, along the arc of a 30.00-foot radius curve an arc distance of 46.91 feet to an iron pipe (said arc being subtended by a chord lying to the Northwest thereof, bearing North 56°11'00" East and having a length of 42.28 feet); thence North 11°22'59" East a distance of 165.07 feet to an iron pipe; thence North 10°02'48" East a distance of 69.24 feet to an iron pipe; thence North 11°22'59" East a distance of 394.74 feet to an iron pipe; run thence along the southern boundary line of property now or formerly owned by David J. Martin, in a generally southeasterly direction, South 88°42'37" East a distance of 95.04 feet to an iron pipe; thence leaving said southern boundary line of property, run South 47°44'49" West a distance of 97.10 feet to an iron pipe; thence South 11°22'59" West a distance of 237.63 feet to an iron pipe; thence South 06°58'25" West a distance of 151.07 feet to an iron pipe; thence South 11°22'59" West a distance of 180.10 feet to an iron pipe; thence in a generally southeasterly direction, along the arc of a 35.00-foot radius curve an arc distance of 55.21 feet to an iron pipe (said arc being subtended by a chord lying to the Northeast thereof, bearing South 33°48'29" East and having a length of 49.66 feet); thence South 78°59'57" East a distance of 190.40 feet to an iron pipe; thence North 58°46'25" East a distance of 267.64 feet to an iron pipe; thence North 31°13'35" West a distance of 216.52 feet to an iron pipe; thence North 78°37'01" West a distance of 61.64 feet to an iron pipe; thence North 11°22'59" East a distance of 190.45 feet to an iron pipe; thence South 78°37'01" East a distance of 121.13 feet to an iron pipe: thence North 11°22'59" East a distance of 199.22 feet to an iron pipe; run thence along the southern boundary line of property now or formerly owned by David J. Martin, in a generally southeasterly direction, South 88°07'21" East a distance of 611.13 feet to an iron pipe; thence leaving said southern boundary line of property, run South 31°13'35" East a distance of 305.59 feet to an iron pipe; thence South 11°00'03" West a distance of 237.15 feet to an iron pipe; thence in a generally southeasterly direction, along the arc of a 250.36-foot radius curve an arc distance of 328.62 feet to an iron pipe (said arc being subtended by a chord lying to the southwest thereof, bearing South 34°36'32" East and having a length of 305.53 feet); thence North 58°46'25" East a distance of 441.82 feet to an iron pipe; thence South 31°13'35" East a distance of 12.50 feet; thence North 58°46'25" East a distance of 436.25 feet to an iron pipe located on the southwestern right-of-way line of Interstate 40 (having a variable right-of-way width); run thence along said southwestern right-of-way line South 19°13'15" East a distance of 20.45 feet to an iron pipe; thence leaving said southwestern right-of-way line, run South 58°46'25" West a distance of 106.36 feet to an iron

pipe; thence South 23°56'35" West a distance of 153.55 feet to an iron pipe; thence South 03°38'30" East a distance of 78.72 feet to an iron pipe; thence South 31°13'35" East a distance of 68.35 feet to an iron pipe; thence South 58°46'25" West a distance of 137.53 feet to an iron pipe; thence South 13°46'25" West a distance of 36.21 feet to an iron pipe; thence North 76°13'35" West a distance of 141.02 feet to an iron pipe; thence North 13°39'47" East a distance of 73.28 feet to an iron pipe; thence North 31°13'34" West a distance of 107.28 feet to an iron pipe; thence South 58°46'25" West a distance of 421.15 feet to an iron pipe; thence South 11°00'03" West a distance of 128.94 feet to an iron pipe; thence in a generally southeasterly direction, along the arc of a 9,709.61-foot radius curve an arc distance of 380.18 feet to an iron pipe (said arc being subtended by a chord lying to the South thereof, bearing South 77°20'53" East and having a length of 380.16 feet); South 76°13'35" East a distance of 288.50 feet to an iron pipe; thence South 13°46'25" West a distance of 456.58 feet to an iron pipe; thence South 71°20'49" West a distance of 345.91 feet to an iron pipe; thence North 76°13'35" West a distance of 254.11 feet to an iron pipe; thence South 24°19'03" West a distance of 68.59 feet to an iron pipe; thence South 80°05'55" West a distance of 59.53 feet to an iron pipe; thence North 76°13'35" West a distance of 163.63 feet to an iron pipe; thence South 31°23'59" West a distance of 98.94 feet to an iron pipe; thence along the northeastern and northwestern boundary line of property now or formerly owned by L.J. Hooker, in a generally northwesterly and southwesterly direction, the following courses and distances: North 58°36'01" West a distance of 164.29 feet to an existing iron pipe; North 78°39'13" West a distance of 73.00 feet to an iron pipe; along the arc of a 750.00 foot radius curve an arc distance of 710.36 feet to an iron pipe (said arc being subtended by a chord lying to the Northeast thereof, bearing North 72°10'51" West and having a length of 684.11 feet); thence North 44°57'11" East 39.00 feet to a point; thence along the arc of a 711.00-foot radius curve an arc distance of 123.04 feet to a point (said arc being subtended by a chord lying to the Northeast thereof, bearing North 40°05'25" West and having a length of 122.89 feet); thence South 54°52'05" West a distance of 32.49 feet; thence along the arc of a 150.00-foot radius curve an arc distance of 44.91 feet to a point (said arc being subtended by a chord lying to the Southeast thereof bearing North 23°08'32" West and having a length of 44.75 feet); thence along the arc of a 735.50-foot radius curve an arc distance of 89.61 feet to a iron pipe (said arc being subtended by a chord lying to the Northeast thereof, bearing North 28°13'47" West and having length of 89.55 feet); thence along the arc of a 735.50-foot radius curve an arc distance of 142.62 feet to an iron pipe (said arc being subtended by a chord lying to the northeast thereof; bearing North 19°11'05" West and having a length of 142.39 feet); thence along the arc of a 735.50-foot radius curve an arc distance of 67.44 feet to an iron pipe (said arc being subtended by a chord lying to the Northeast thereof bearing North 11°00'10" West and having a length of 67.41 feet); thence along the arc of a 938.41-foot radius curve an arc distance of 64.71 feet to an iron pipe (said arc being subtended by a chord lying to the Northeast thereof, bearing North 06°24'03" West and having a length of 64.70 feet); thence South 85°34'29" West 10.00 feet to an iron pipe; thence along the arc of a 227.00-foot radius curve an arc distance of 294.43 feet to an iron pipe (said arc being subtended by a chord lying to the Southeast thereof, bearing North 41°34'57" West and having a length of 274.22 feet); thence North 78°44'24" West 87.27 feet to an iron pipe; thence North 11°15'36" East 93.69 feet to the True Point of Beginning.

The above described property contains 50.15 acres and is shown on that certain ALTA Survey of Crossroads Plaza prepared by Withers & Ravenel, P.A., (Jimmy E. Bass, Registered Land Surveyor L2710), dated August 16, 1995, last revised December 19, 2000, said survey being incorporated herein and by this reference made a part hereof.

Outparcel E:

Being all of Parcel E as shown in Book of Maps 1990, Page 999, Wake County Registry, and being more particularly described as follows:

Beginning at an existing iron pipe in the southern right of way line of US Highway 1 & 64 (controlled access, variable width right-of-way marking the easternmost limit of lands conveyed to the North Carolina Department of Transportation in Deed Book 4767, Page 69 (the "Flyover"), and being the Northwest corner of the herein described tract: Thence with said right of way line of US Highway 1 & 64 N 58 degrees 11'04" E. 692.89 feet to an existing iron pipe; thence departing the line of said right of way and with the line of now or formerly David J. Martin, S 88 degrees 42'37" E. 3.25 to an existing iron pipe, a corner for parcel 1 of Book of Maps 1990, page 999; thence S 11 degrees 22'59" W. 394.74 feet with said parcel 1 to an existing iron pipe, thence continuing with said parcel 1 S. 10 degrees 02'48" W. 69.24 feet to an existing iron pipe marking the Northeast corner of out parcel "D" of Book of Maps 1990, page 999; thence with the North line of said parcel "D" N 79 degrees 00'58" W. 232.51 feet to an existing iron pipe, the Northwest corner of said out parcel "D", thence with the West line of said out parcel "D" S 11 degrees 22'59" W. 194.86 feet to an existing iron pipe in the line of said parcel 1; thence with said parcel 1 N 79 degrees 00'58" W. 38.78 feet to an existing iron pipe; thence with the line of said parcel 1 and the lands of said "flyover" N 73 degrees 37'45" W. 83.14 feet to an existing iron pipe, thence with said "flyover" along a clockwise curve having a delta angle of 65 degrees 05'42", a radius of 220.29 feet for an arc length of 250.28 feet, subtended by chord bearing N. 29 degrees 43'06" W. chord length 237.03 feet to the point and place of beginning and containing 160,805 square feet (3.692), more or less, and being all of outparcel "E" of Book of Maps 1990, page 999, Wake County Registry.

Both tracts together with easement rights contained in Reciprocal Easement Agreement recorded in Book 4230, Page 524, as amended in Book 4767, Page 73, Wake County Registry and Agreement regarding Reciprocal Easement Agreement and Grant of Easements recorded in Book 4767, Page 125, Wake County Registry, and together with the easement rights and benefits described or contained in the instruments I-XXII described on Exhibit A-I attached hereto.

Less and except the following described property:

All that tract or parcel of land lying and being in the Town of Cary, Wake County, North Carolina and being more particularly described as follows:

Begin at an iron pipe located on the eastern right-of-way line of Caitboo Avenue (a private drive having a variable right-of-way width), said iron pipe having North Carolina grid coordinate values of NAD 27, N731487.38 and E2076641.13; thence northerly along the aforesaid right-of-way line along the arc of a 675.50-foot radius curve an arc distance of 184.59 feet to a point (said arc being subtended by a chord lying to the Northeast thereof, bearing North 26 degrees 42 minutes 55 seconds West a distance of 183.99); thence leaving the right-of-way line run northeasterly along the arc of a 40.00-foot radius curve an arc distance of 66.93 feet to a point (said arc being subtended by a chord lying to the Southeast thereof, bearing North 29 degrees 02 minutes 50 seconds East a distance of 59.39 feet); thence along the arc of a 162.50-foot radius curve an arc distance of 84.31 feet to a point (said arc being subtended by a chord lying to the Northwest thereof, bearing North 62 degrees 07 minutes 09 seconds East a distance of 83.37 feet); thence North 47 degrees 15 minutes 21 seconds East, 99.06 feet to a point; thence along the arc of a 177.04-foot radius curve an arc distance of 62.07 feet to a point (said arc being subtended by a chord lying to the Southeast thereof, bearing North 57 degrees 17 minutes 57 seconds East a distance of 61.75 feet); thence South 31 degrees 13 minutes 35 seconds East, 225.26 feet to a point; thence South 58 degrees 46 minutes 25 seconds West, 320.55 feet to the Point of Beginning.

The above described property contains 1.54 acres and is shown as Parcel 5 on that certain ALTA Survey of Crossroads Plaza prepared by Withers & Ravenel, P.A., (Jimmy E. Bass,

Registered Land Surveyor L-2710), dated August 16, 1995, last revised December 19, 2000, said survey being incorporated herein and by this reference made a part hereof.

EXHIBIT A-1
EASEMENTS INTERESTS RELATED TO THE PROPERTY

(I) Declaration of Easements, Covenants and Restrictions for Crossroads Plaza dated August 29, 1990, recorded in Book 4767, Page 312, Wake County Registry (the "Declaration").

(II) First Amendment to Declaration of Easements, Covenants and Restrictions for Crossroads Plaza dated May 31, 1991, recorded in Book 4971, Page 440, Wake County Registry (the "First Amendment").

(III) Agreement regarding Covenants, Conditions and Restrictions dated August 29, 1990, recorded in Book 4767, Page 154, Wake County Registry (the "ACC&R").

(IV) Reciprocal Easement Agreement dated March 29, 1988, recorded in Book 4230, Page 524, Wake County Registry (the "REA").

(V) Amendment to Reciprocal Easement dated August 29, 1990, recorded in Book 4767, Page 73, Wake County Registry (the Amendment to "REA").

(VI) Agreement Regarding Reciprocal Easement Agreement and Grant of Easements dated August 29, 1990, recorded in Book 4767, Page 125, Wake County Registry (the "Agreement Regarding REA").

(VII) Agreement Regarding Easements dated August 29, 1990, recorded in Book 4774, Page 708, Wake County Registry (the "Agreement Regarding Easements").

(VIII) Supplemental Agreement dated September 8, 1992, recorded in Book 5322, Page 78, Wake County Registry and pertaining to the Property (the "Outparcel Supplemental Agreement").

(IX) Supplemental Agreement dated December 23, 1991, recorded in Book 5061, Page 937, Wake County Registry and pertaining to the Property (the "Outparcel Supplemental Agreement").

(X) Supplemental Agreement dated September 24, 1991, recorded in Book 4996, Page 217, Wake County Registry and pertaining to the Property (the "Outparcel Supplemental Agreement").

(XI) Development Agreement dated August 27, 1990, notice of which has been recorded via the Memorandum of Development Agreement recorded in Book 4923, Page 106, Wake County Registry.

(XII) Supplemental Agreement dated June 4, 1991, notice of which has been recorded via the Memorandum of Supplemental Agreement recorded in Book 4923, Page 97, Wake County Registry.

(XIII) Second Supplemental Agreement dated July 13, 1992, recorded in Book 5353, Page 455, Wake County Registry.

(XIV) Developmental Agreement dated August 24, 1990, notice of which has been recorded via the Memorandum of Development Agreement recorded in Book 4886, Page 198, Wake County Registry.

(XV) First Amendment to Development Agreement dated August 13, 1991, recorded in Book 4971, Page 477, Wake County Registry.

(XVI) Memorandum of Repurchase Agreements dated April 11, 1991, recorded in Book 4886, Page 192, Wake County Registry.

(XVII) First Amendment to Memorandum of Repurchase Agreements recorded in Book 4971, Page 489, Wake County Registry.

(XVIII) Supplemental Agreement dated August 13, 1991, recorded in Book 4971, Page 513, Wake County Registry and that certain Consent Letter dated July 16, 1992, recorded in Book 5353, Page 478, Wake County Registry.

(XIX) Developmental Agreement dated August 28, 1990, and recorded via the Memorandum of Development recorded in Book 4863, Page 769, Wake County Registry.

(XX) First Amendment to Development Agreement dated August 15, 1991, recorded in Book 4971, Page 466, Wake County Registry.

(XXI) Supplemental Agreement dated December 31, 1990, recorded via the Memorandum of Supplemental Agreement recorded in Book 4863, Page 757, Wake County Registry. First Amendment to Supplemental Agreement dated August 15, 1991 recorded in Book 4971, Page 454, Wake County Registry.

EXHIBIT B

EXCEPTIONS

1. Taxes for the year 2014, and all subsequent years, not yet due and payable.

2. Rights of parties in possession, as tenants only, under unrecorded lease(s) or rental agreement(s).

3. Memorandum of Supplemental Agreement recorded in Book 4863, Page 757 and as amended by Amendment to Supplemental Agreement recorded in Book 4971, Page 454, Wake County Registry.

4. Memorandum of Development Agreement containing a Repurchase Obligation recorded in Book 4863, page 769 and as amended in Book 4971, page 466, Wake County Registry.

5. Memorandum of Repurchase Agreement recorded in Book 4886, page 192 and as amended by First Amendment to Repurchase Agreement recorded in Book 4971, page 489, Wake County Registry.

6. Memorandum of Development Agreement recorded in Book 4886, page 198 and as amended by First Amendment to Development Agreement recorded in Book 4971, page 477, Wake County Registry.

7. Supplemental Agreement recorded in Book 4971, page 513, Wake County Registry.

8. Easement(s) to Carolina Power and Light Company recorded in Book 4222, page 747, Wake County Registry.

9. Easement(s) to American Telephone and Telegraph Company recorded in Book 640, page 386, Wake County Registry.

10. Agreement Regarding Covenants, Conditions and Restrictions by and among Cary Crossroads Associates, a Georgia general partnership and NCNB National Bank of North Carolina, as Trustee for The Public Employees Retirement System of Ohio recorded in Book 4767, page 154, which amends the terms of a deed recorded in Book 4230, page 499, Wake County Registry.

11. Rights of others and obligations contained in Reciprocal Easement Agreement between NCNB National Bank of North Carolina, as Trustee for The Public Employees Retirement System of Ohio and Hooker Atlanta (7) Corporation recorded in Book 4230, page 524 as amended by the certain Amendment to Reciprocal Easement Agreement between NCNB National Bank of North Carolina, as Trustee for The Public Employees Retirement System of Ohio, Hooker Atlanta (7) Corporation and Cary Crossroads Associates recorded in/Book 4767, page 73 and that Agreement Regarding Reciprocal Easement Agreement and Grant of Easement between NCNB National Bank of North Carolina, as Trustee for The Public Employees Retirement System of Ohio, and Cary Crossroads Associates recorded in Book 4767, page 125, Wake County Registry. Estoppel Agreement recorded in Book 4971, page 498, Wake County Registry.

12. Declaration of Easements, Covenants and Restrictions for Crossroads Plaza, recorded in Book 4767, page 312, Wake County Registry.

    First Amendment to Declaration of Easements and Restrictions for Crossroads Plaza recorded in Book 4971, page 440, Wake County Registry, as shown on Survey.

    Further Amended in Book 4747, Page 154, Wake County Registry.

    Second Supplemental Use Restrictions for Outparcels D and E of Crossroads Plaza recorded in Book 5353, page 466, Wake County Registry. (Easement Parcel Only)

    Letters Increasing Size of Square Footage for Exhiblarama recorded in Book 5353, pages 473 through 483, inclusively, Wake County Registry. Memorandum of Supplemental Agreement recorded in Book 4923, page 97, Wake County Registry.

    Second Supplemental Agreement recorded in Book 5353, page 455, Wake County Registry.

    Declaration of Supplemental Easements, Covenants and Restrictions recorded in Book 4996, page 194, Wake County Registry. (Easement Parcel Only)

    First Amendment to Declaration of Supplemental Easements, Covenants, and Restrictions recorded in Book 5322, page 56, Wake County Registry. (Easement Parcel Only)

13. Rights of way of Caitboo Avenue, Walnut Street and US 1 & 64, Interstate 40 to their full legal widths.

14. Supplemental Use Restrictions for Out Parcels D and E recorded in Book 5061, page 951, Wake County Registry.

15. Easement to Carolina Power and Light Company recorded in Book 4942, page 221, Wake County Registry and an Agreement regarding the 135 foot right of way of Carolina Power and Light Company recorded in Book 4852, page 254, Wake County Registry. Encroachment of pavement onto said easement; as shown on Survey.

16. Easement(s) to Town of Apex recorded in Book 4820, page 361 and as shown in Book of Maps 1980, page 1061; as shown on Survey.

17. Memorandum of Development Agreement recorded in Book 4923, page 106, Wake County Registry.

19. Supplemental Agreement recorded in Book 4996, page 217, Wake County Registry.

20. Supplemental Agreement recorded in Book 5061, page 937, Wake County Registry.

21. Agreement regarding easements recorded in Book 4774, page 708, Wake County Registry.

    Indemnification Agreement dated June 4, 1991, by and between Cary Crossroads Associates and Toys "R" Us., Inc. recorded in Book 4923, page 116, Wake County Registry.

22. Utility Pipe Line and Pump Station Agreement with the Town of Cary recorded in Book 4885, page 191, Wake County Registry, as shown on Survey.

23. Easements and any other matters shown on plat recorded in Book of Maps 1993, Page 1535-1537 and Book of Maps 1993, Pages 1508-1509, Wake County Registry.

24. Supplemental Agreement recorded in Book 5322, page 78, Wake County Registry.

25. Controlled access provisions contained in deed recorded in Book 4767, Page 69, Wake County Registry. (Affects Fee), as shown on Survey.

26. Twenty (20) foot wide sewer easement recorded Book 2888, page 631 and as shown on plat recorded in Book of Maps 1980, page 1061 and reflected in Book 2914, page 344, Wake County Registry. Encroachment of pavement onto said easement, as shown on Survey.

27. One hundred thirty five (135) foot Easement to Carolina Power and Light Company recorded in Book 252, page 264; Book 528, page 106; Book 561, page 548, Wake County Registry. Encroachment of pavement onto said easement, as shown on Survey.

28. Rights of others in and to that portion of the insured premises which lies within the bounds of the right of way for Crossroads Boulevard and Caitboo Avenue. (Fee simple property only)

29. Deed of Easement recorded in Book 8581, page 117, Wake County Registry, as shown on Survey.

30. Drainage Easement Agreement with the Department of Transportation recorded in Book 11058, Page 686, Wake County Registry, as shown on Survey.

31. Deed of Easements to the Town of Cary recorded in Book 14288, page 1044; Book 14288, Page 1048; Book 14288, page 1051; and Book 14288, Page 1056; Scrivener's Affidavit to correct Deed of Easements to Town of Cary recorded in Book 14606, Page 2667; Book 14606, Page 2677; Book 14606, Page 2685; and Book 14606, Page 2658, Wake County Registry, as shown on Survey.

32. Terms and conditions of Lease, as evidenced by that Memorandum of Lease with Jammin' Inc. recorded in Book 11673, Page 1629, Wake County Registry, as shown as Survey.

33. Terms and conditions of Lease, as evidenced by that Memorandum of Lease with Petco Animal Supplies Stores, Inc. recorded in Book 13924, Page 1433, Wake County Registry.

34. Terms and conditions of Lease, as evidenced by that Memorandum of Lease with Show Carnival, Inc. recorded in Book 13977, Page 63, Wake County Registry.

35. Easements, restrictions and exceptions as noted on Special Warranty Deed recorded in Book 10813, Page 1625, Wake County Registry.

36. Easements, restrictions and exceptions as noted on Special Warranty Deed recorded in Book 12742, Page 2378, Wake County Registry.

37. Terms and conditions of Lease as evidenced by Memorandum of Lease recorded in Book 15114, Page 8, Wake County Registry.

38. Subordination, Non-Disturbance and Attornment Agreement recorded in Book 15114, Page 19, Wake County Registry.

39. Easements and any other facts as shown in Book of Maps 2013, Page 640, Wake County Registry.

The following exceptions apply to the Tract 1 easement areas (see Exhibit A-1 above) only:

40. Supplemental Use Restrictions for Out Parcels D and E recorded in Book 5061, page 951, Wake County Registry.

41. Right of First Refusal Agreement recorded in Book 4767, page 289, Wake County Registry.

42. Fifty (50) foot buffer strip contiguous and generally to the north and northeast of the tract of land now owned or formerly owned by Reuben and Grace Royster, and as required by the City of Cary, and subject to Civil Actions with respect to private enforcement of the zoning buffer, files as 88 CVS 8022.

43. Easement(s) to Town of Cary recorded in Book 4946, page 835, Wake County Registry.

44. Utility and Pipeline Easement recorded in Book 4963, page 477, Wake County Registry.

45. Easement(s) to Carolina Power and Light Company recorded in Book 1008, page 376 and Book 1867, page 393, Wake County Registry.

46. Easement(s) to City of Apex for sewer recorded in Book 2888, page 486 and Book 2930, page 27, Wake County Registry, as shown on Survey.

47. Easement(s) to City of Cary recorded in Book 3330, page 655, Wake County Registry.

48. U.S. Highway #1 and #64 and a portion of State Road 1313 (a/k/a Walnut Street) are controlled access roads. See Consent Judgments recorded in Book 2903, page 488 and Book 2738, page 570, Wake County Registry, as shown on Survey.

49. Terms and conditions of Lease, as evidenced by that Memorandum of Lease for Office Warehouse recorded in Book 4782, page 471, Wake County Registry.

50. Terms and conditions of Lease, as evidenced by that Memorandum of Lease for Phar-Mor, Inc. recorded in Book 4802, page 948, Wake County Registry.

51. Terms and conditions of Lease, as evidenced by that Memorandum of Lease with Old Navy (Holdings), Inc. recorded in Book 8783, page 1590, Wake County Registry.

52. Approval and Consent Form recorded in Book 8231, page 2501, Wake County Registry.

52. Deed of Trust for Lehman Brothers Bank recorded in Book 12742, Page 2393; as assigned in Book 12995, Page 2421; and Assignment of Leases and Rents recorded in Book 12742, Page 2429 and assigned in Book 12995, Page 2407, Wake County Registry, as affected by Memorandum of Assumption Agreement recorded in Book 15587, Page 1980, Wake County Registry.

53. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Bock and Clark's National Surveyors Network on October 8, 2013, designated Job Number 201302243 (the "Survey"):

1) Parking spaces, concrete, and concrete curbing lie within easements and encroach onto adjoining property.
2) Catch basin lies within easement.
3) Rights of others to water valves, water meters, gas meters, fire hydrants, and electric boxes
4) Private roads cross and lie within easements.

BOOK:015587 PAGE:01965 - 01979

WAKE COUNTY
NORTH CAROLINA

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

15 # of Pages

F

WAKE COUNTY, NC 192
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/19/2014 AT 14:44:23

BOOK:015662 PAGE:02174 - 02176

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 0.00

Parcel ID No.:783158960

This Instrument was prepared by: Don R. Wells, 5842 NC Hwy 42 W., Garner, NC 27529 NO TITLE SEARCH, NO TAX ADVICE GIVEN

Please mail to: Don R. Wells, 5842 NC Hwy 42 W., Garner, NC 27529

Brief Description for the Index: Tract 2, Lot 7 & 8; property of H.G. Franklin and wife, Ada Franklin

THIS DEED made this _____ of May, 2014, by and between

GRANTOR	GRANTEE
Mary Elizabeth Pilos and husband, John Spiro Pilos aka John Pilos 1104 Sky Point Court Raleigh, NC 27603	**Margaret P. Wilder 1101 Sky Point Court Raleigh, NC 27603**

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

BEING the greater portion of Lots Number 7 and 8 of the property of H.G. Franklin and wife, Ada Franklin, according to a map made by C.L. Mann, Engineer, October 19, 1958, and bounded as follows: BEGINNING at an iron stake in the right-of-way of the Jones Franklin Road on a service road which leads to the Guess Property at the junction of Guess Property; runs thence North 71 degrees 30 minutes West 552.0 feet to an iron stake; thence North 5 degrees 00 minutes West 208.0 feet to an iron stake; thence South 16 degrees 00 minutes West 197.0 feet to the point and place of BEGINNING and containing 2.7 acres, more or less.

All or a portion of the property herein conveyed does not include the primary residence of 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. ~~as tenants in common~~ MP

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:
24 Ad Valorem Taxes
Restrictions and Easements 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.

Mary E Pilos (SEAL)
MARY ELIZABETH PILOS

Entity Name

By: _____
Title:

Mary E Pilos POA
John Spiro Pilos by (SEAL)
JOHN SPIRO PILOS by Attorney-in- Fact,
MARY ELIZABETH PILOS

SEAL-STAMP NORTH CAROLINA, Johnston County.

DON R. WELLS NOTARY PUBLIC JOHNSTON COUNTY, NC

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:. **MARY ELIZABETH PILOS**

Witness my hand and official stamp or seal, this 16th day of MAY, 2014.

My commission expires: 3/7/2016

_____ Notary Public
Don R. Wells (print name)

SEAL-STAMP NORTH CAROLINA, Johnston County.

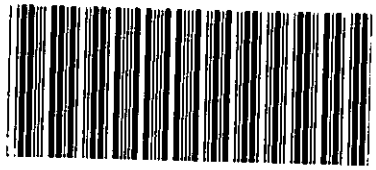
DON R. WELLS NOTARY PUBLIC JOHNSTON COUNTY, NC

I certify that the following person(s) personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JOHN SPIRO PILOS by Attorney-in-Fact, **MARY ELIZABETH PILOS,** personally appeared before me this day, and being duly sworn, says that She executed the foregoing and annexed instrument for and in behalf of **JOHN SPIRO PILOS** and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Johnston County Registry, State of North Carolina in Book 13728 Pages 2482 on the 10th day of October, 2009,, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney. Witness my hand and seal, this 16th day of May, 2014.

Witness my hand and official stamp or seal, this 16th day of MAY, 2014.

My commission expires: 3/7/2016

_____ Notary Public
Don R. Wells (print name)



BOOK:015662 PAGE:02174 - 02176

WAKE COUNTY
NORTH CAROLINA

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

__3__# of Pages HF

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05-23-2014 10:50:54

Excise Tax 0.00 Recording Time, Book and Page

Parcel Identifier No. 0029936, 0219700 and 0080865

After recording hold for: Grantee

This instrument was prepared by: Kilpatrick Townsend & Stockton LLP (without title examination)

Brief description for the Index: Approximately 12 Acres, Buck Jones Road

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of this 6th day of May, 2014, by and between

GRANTOR	GRANTEE
KAREN L. LANE (formerly known as Karen L. Helmold) and husband, JOSEPH J. LANE, a 50.5% undivided interest **3240 Jasmine Drive** **Delray Beach, FL 33483**	**KAREN L. LANE TRUST AGREEMENT DATED MAY 19, 2010, a 50.5% undivided interest** **3240 Jasmine Drive** **Delray Beach, FL 33483**

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 Town of Cary, Wake County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Joseph J. Lane joins solely in the execution of this Special Warranty Deed to release his marital interest.

Submitted electronically by Kilpatrick Townsend and Stockton LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument(s) recorded in Book 12484, at Page 2514 in the Wake County, North Carolina, Public Registry (the "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 Grantor covenants with 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:

1. Taxes for the year 2014 and subsequent years which are not yet delinquent.
2. All enforceable easements, conditions, restrictions and other matters of record.
3. All matters which would be shown by a current, accurate physical survey of the Property.

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.

GRANTOR:

Karen Lee Lane (SEAL)
Karen L. Lane (formerly known as Karen L. Helmold)

Joseph J. Lane (SEAL)
Joseph J. Lane

STATE OF Florida
COUNTY OF Palm Beach

I certify that the following person(s) personally appeared before me this day, and

☐ I have personal knowledge of the identity of the principal(s)
☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a FL Driver's License

☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Karen L. Lane and Joseph J. Lane.

Date: May 6, 2014

Barbara A. Sloan, Notary Public
(print name)

(official seal)

BARBARA A. SLOAN
Commission # EE 095489
Expires July 1, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: July 1, 2015

US2000 12931630 1

EXHIBIT A

ALL of Grantor's right title and interest in and to the following tracts or parcels of land:

1. That certain tract conveyed to Richard K. Helmold by Raymond W. Allen and wife, Mary P. Allen by deed dated April 18, 1967, and recorded in Book 1761, Page 207, Wake County Registry, which description is incorporated herein by this reference thereto.

2. That certain tract or parcel of land conveyed to Richard K. Helmold by W. H. Brickhouse and wife, Elemn W. Brickhouse by deed dated September 30, 1970 and recorded in Book 1948, Page 612, Wake County Registry, which reference is incorporated herein by this reference thereto.

3. That certain tract or parcel of land conveyed to Richard K. Helmold by W. H. Brickhouse and wife, Elemn W. Brickhouse by deed dated January 12, 1971 and recorded in Book 1966, Page 45, Wake County Registry, which reference is incorporated herein by this reference thereto.

4. That certain tract or parcel of land conveyed to Richard K. Helmold by Helmold Ford, Inc. by deed dated August 10, 1981, and recorded in Book 2951, Page 520, Wake County Registry, which reference is incorporated herein by this reference thereto.

LESS AND EXCEPT the following tracts or parcels of Land:

1. That certain tract or parcel of land as described in the Consent Judgment dated May 22, 1981 and recorded in Book 2931, Page 123, Wake County Registry, which reference is incorporated herein by this reference thereto.

2. That certain tract or parcel of land conveyed to the Town of Cary by deed dated November 13, 1986 and recorded in Book 3924, Page 14, Wake County Registry, which reference is incorporated herein by this reference thereto.

3. That certain tract or parcel of land conveyed to the Town of Cary and the North Carolina Department of Transportation by deed dated October 17, 1995 and recorded in Book 6782, Page 927, Wake County Registry, which reference is incorporated herein by this reference thereto.

4. That certain tract or parcel of land as described in the Consent Judgment dated December 21, 2006 and recorded in Book 12358, Page 529, Wake County Registry, which reference is incorporated herein by this reference thereto.

The foregoing property is subject to that certain Ground Lease from Richard K. Helmold to Cary Limited Partnership dated March 1, 1995, a memorandum of which is recorded in Book 6564, Page 9, Wake County Registry.

WAKE COUNTY, NC 388
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/15/2014 AT 16:37:57
STATE OF NC REAL ESTATE
EXCISE TAX: $450.00
BOOK:015754 PAGE:00946 - 00950

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 450.00

Parcel Identifier No. 0079638 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Cyrus A. Holbrook, 5000 Falls of Neuse Road, Ste 102, Raleigh, NC 27609

Brief description for the Index: LOT 22, BLK E, HILLSDALE FOREST

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

GRANTOR	GRANTEE
JAMES A. STOCKS and wife, ANNE MOORE STOCKS, aka ANNE LOYCE STOCKS 904 2ND STREET NE, APT 228 HICKORY, NC 28604-3872	MATTHEW COLIN NAGY, UNMARRIED 1309 KINGSTON RIDGE ROAD CARY, NC 27511

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

BEING ALL OF LOT 22, BLOCK E, HILLSDALE FOREST SUBDIVISION, AS RECORDED IN BOOK OF MAPS 1962, PAGE 127, WAKE COUNTY REGISTRY.

Parcel ID: 0079638 Property Address: 1309 KINGSTON RIDGE ROAD, CARY, NC 27511

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2722 page 266.

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 1962 page 127.

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: Current year ad valorem taxes and subsequent years not yet due and payable. Easements, restrictions, declarations and rights of way of record, if any.

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

_____ (Entity Name)	James A Stocks BY ATTORNEY-IN-FACT (SEAL)
By: _____	Print/Type Name: JAMES A. STOCKS
Print/Type Name & Title: _____	Anne M Stocks BY ATTORNEY-IN-FACT (SEAL)
	Print/Type Name: ANNE MOORE STOCKS aka Anne Loyce Stocks
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 _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ JAMES A. STOCKS and wife, ANNE MOORE STOCKS, aka ANNE LOYCE STOCKS 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: _____
(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 _____ 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

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

State of ~~NORTH CAROLINA~~ WASHINGTON
County of KING

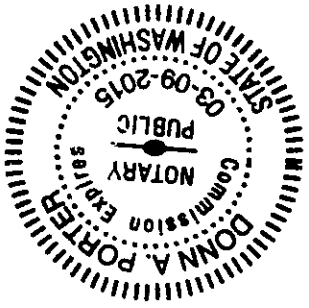
I, Donn A. Porter, a Notary Public for the County and State aforesaid, certify that **CARL ALLEN STOCKS,** attorney in fact for **ANNE MOORE STOCKS AKA ANNE LOYCE STOCKS,** personally appeared before me this day and being by me duly sworn, says that **HE** executed the foregoing and annexed instrument for and in behalf of the said **ANNE MOORE STOCKS AKA ANNE LOYCE STOCKS** and that **HIS** authority to execute and acknowledge is recorded in the **CATAWBA** County Registry, North Carolina in Book **3141** Page **1611**, and that this instrument was executed under and by virtue of the authority given by said instrument granting **HIM** power of attorney. I do further certify that the said **CARL ALLEN STOCKS,** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **ANNE MOORE STOCKS AKA ANNE LOYCE STOCKS.**

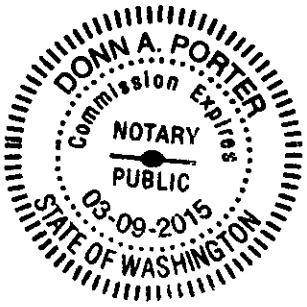
WITNESS my hand and notarial seal this 6TH day of August 2014.

Donn A. Porter
Notary Public

My Commission Expires: 03/09/2015

(SEAL)





State of ~~NORTH CAROLINA~~ WASHINGTON
County of KING

I, Donn A. Porter, a Notary Public for the County and State aforesaid, certify that **CARL ALLEN STOCKS,** attorney in fact for **JAMES ALLEN STOCKS,** personally appeared before me this day and being by me duly sworn, says that **HE** executed the foregoing and annexed instrument for and in behalf of the said **JAMES ALLEN STOCKS** and that **HIS** authority to execute and acknowledge is recorded in the **CATAWBA** County Registry, North Carolina in Book **3141** Page **1613**, and that this instrument was executed under and by virtue of the authority given by said instrument granting **HIM** power of attorney. I do further certify that the said **CARL ALLEN STOCKS,** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **JAMES ALLEN STOCKS.**

WITNESS my hand and notarial seal this 6TH day of August, 2014.

Donn A. Porter
Notary Public

My Commission Expires: 03/09/2015

(SEAL)

DONN A. PORTER
Commission Expires
NOTARY
PUBLIC
03-09-2015
STATE OF WASHINGTON

BOOK:015754 PAGE:00946 - 00950

WAKE
COUNTY
NORTH CAROLINA

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

5 # of Pages 8 C

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08-25-2014 AT 14:00:57
STATE OF NC REAL ESTATE
EXCISE TAX: $26,935.00
BOOK:015761 PAGE:00788 - 00792

EXCISE TAX TO BE PAID: ($7,582.00 RL + $19,353 OG)
TOTAL: $26,935.00

PREPARED BY:

Daniel Stewart, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022

RECORDING REQUESTED BY AND UPON RECORDATION RETURN TO:

Todd J. Weiss, Esq.
American Realty Capital Properties, Inc.
2325 East Camelback Road, Suite 1100
Phoenix, Arizona 85016

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMRI, INC., a Florida corporation, with an address at c/o Darden Restaurants, Inc., 1000 Darden Center Drive, Orlando, FL 32837 (hereinafter, together with its successors and assigns, referred to collectively as the "Grantor"), hereby grants, bargains, sells and conveys to ARCP RL/OG Cary NC, LLC, a Delaware limited liability company, having an address at 1805 Walnut Street, Cary, NC 27511 (hereinafter, together with its successors and assigns, referred to collectively as the "Grantee"), the following:

A certain tract or parcel of land, together with any improvements thereon and all rights, easements and privileges appurtenant or belonging thereto, described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same in fee simple forever, subject to any matters of record as of the date hereof ("Permitted Exceptions").

Submitted electronically by "Wyatt Early Harris Wheeler LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

No part of the property contains Grantor's primary residence.

AND, subject to the Permitted Exceptions, Grantor hereby warrants and agrees to forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[Remainder of page intentionally left blank; signature pages of the parties hereto follow immediately hereafter.]

EXECUTED as of this 28th day of July, 2014.

GMRI, INC.,
a Florida corporation

By: _____
Name: Joseph G. Kern
Title: Vice President

STATE OF FLORIDA)

ORANGE COUNTY) ss

This instrument was acknowledged and executed before me on July 21, 2014 by Joseph G. Kern, as Vice President of GMRI, INC., a Florida corporation, in his capacity as Vice President of such corporation. Personally Known.

_____
Notary Public
Print Name: Carolyn Hanselman
My Commission Expires: _____

CAROLYN HANSELMAN
MY COMMISSION # EE 062704
EXPIRES: March 28, 2015
Bonded Thru Notary Public Underwriters

EXHIBIT A

Legal Description

Site #598/1314 OL, Cary, Wake County, NC
~~Tax Parcel #: 14GBO97760~~

To find the true point of Beginning, Commence at a North Carolina Department of Transportation right of way monument located on the southeastern right of way line of U.S. Highway 1 & U.S. Highway 64 (having a variable right of way width), said monument having North Carolina Grid coordinate values of NAD27, 7 =732,274.65 and X = 2,075,868.19; run thence along said southeastern right of way line, in a generally southwesterly direction, South 45° 27' 11" West a distance of 36.66 feet to an iron pipe located on the northeastern right of way line of SR 1313 Walnut Street (formerly Cary-Macedonia Road) (having a variable right of way width); run thence along said northeastern right of way line, in generally southeasterly and southwesterly direction, the following courses and distances; South 34° 06' 13" East a distance of 78.37 feet to and iron pipe; and South 60° 46' 42" West a distance of 71.28 feet to an iron pipe, said iron pipe being the True Point of Beginning. From the True Point of Beginning as thus established, thence continuing along said northeastern right of way line of SR 1313 Walnut Street (formerly Cary-Macedonia Road) in a generally southwesterly and southeasterly direction, the following courses and distances: South 60° 46' 42" West a distance of 23.67 feet to an iron pipe; South 34° 22' 03" East a distance of 367.33 feet to an existing iron pipe; South 27° 02' 56" East a distance of 118.11 feet to an existing iron pipe; and South 34° 21' 33" East a distance of 118.11 feet to an existing iron pipe; and South 34° 21' 33" East a distance of 193.23 feet to a new iron pipe; thence leaving said northeastern right of way line, run North 55° 38' 27" East a distance of 270.80 feet to a new iron pipe; run thence South 34° 21' 33" East a distance of 48.17 feet to a new iron pipe; run thence North 76° 22' 14" East a distance of 60.46 feet to a new iron pipe; thence along the arc of a 735.50 foot radius curve an arc distance of 67.43 feet to an iron pipe (said arc being subtended by a chord lying to the northeast thereof, bearing North 11° 00' 10" West and having a length of 67.41 feet): thence along the arc of a 938.41 foot radius curve an arc distance of 64.71 feet to an iron pipe (said arc being subtended by a chord lying to the northeast thereof, bearing North 06° 24' 03" West and having a length of 64.70 feet); run thence South 85° 34' 29" West a distance of 10.00 feet to anew iron pipe; thence along the arc of a 227.00 foot radius curve an arc distance of 294.43 feet to a new iron pipe (said arc being subtended by a chord lying to the southwest thereof, bearing North 41° 34' 57" West and having a length of 274.22 feet); thence North 78° 44' 24" West a distance of 322.50 feet to an iron pipe located on the eastern boundary line of the North Carolina Department of Transportation right of way; run thence along said southern right of way line and along the arc of a 359.73 foot radius curve an arc distance of 142.41 feet to an iron pipe located on the northeastern right of way line of SR 1313 Walnut Street (formerly Cary-Macedonia Road) (said arc being subtended by a chord lying to the northeast thereof, bearing North 67° 23' 56" West and having a length of 141.48 feet); said iron pipe being the True Point of Beginning,

The above-described property contains 4.259 acres and is shown as Outparcel A on, and described according to, that certain Recombination Map for Cary Crossroads Associates, prepared by Murphy-Yelle Associates, dated December 7, 1990, James S. Murphy, North

Carolina Registered Land Surveyor No. L-2477, which certain Plat is incorporated herein by this reference and made a part of this description.

WAKE COUNTY, NC 233
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/26/2014 AT 15:35:46
STATE OF NC REAL ESTATE
EXCISE TAX: $7,650.00
BOOK:015762 PAGE:02620 - 02624

Excise Tax $7,650.00 Recording Time, Book and Page

PREPARED BY: Haley W. Burton, Esq.

Parcel Identifier No.: 0783041308

Mail after recording to: ~~Grantee~~ Stubbs & Perdue, Atty. At Law
PO Box 1654
New Bern, NC 28563

Brief description for the Index: 5520 Capital Center Drive, Raleigh, North Carolina

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of this 26th day of August, 2014, by and between

GRANTOR	GRANTEE
ERGS II REO OWNER, L.L.C., a Delaware limited liability company 6011 Connection Drive Irving, TX 75056 Attention: General Counsel	**SELECT COMMERCIAL REAL ESTATE, LLC**, a North Carolina limited liability company 5420 Wade Park Boulevard Suite 100 Raleigh, NC 27607

The designation Grantor and Grantee, as used herein, shall include said parties, their 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 (the "Property") situated in Wake County, North Carolina, and more particularly described as follows:

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

The Property was acquired by Grantor by instrument recorded in Book 14618 at Page 1066 in the Wake County Public 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 Grantor covenants with 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.

The Property does not contain the primary residence of Grantor.

Title to the Property is subject to the following matters:

1. Liens for ad valorem taxes for 2014 and for all other ad valorem taxes not payable prior to the date hereof;

2. Any matters that would be revealed by a current, accurate ALTA survey of the Property or a physical inspection of the Property; and

3. Covenants, restrictions, easements and other matters of record as of the date hereof.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and delivered as of the day and year first above written.

ERGS II REO OWNER, L.L.C., a Delaware limited liability company

By: ERGS II, L.L.C.

By: Special Situations Investing Group, LLC, its managing member

By: _____
Name: Milton R. Millman III
Its: President

STATE OF Texas

COUNTY OF Dallas

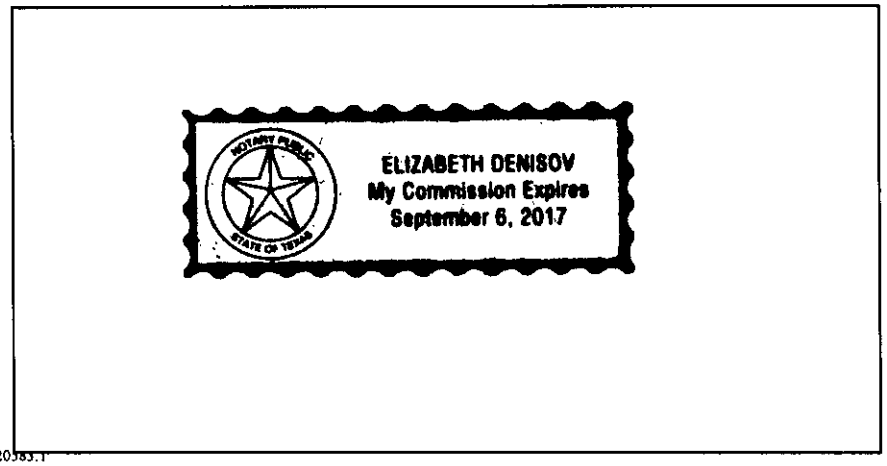
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Milton R. Millman [NAME OF INDIVIDUAL EXECUTING DOCUMENT TO BE INSERTED].

Date: August 25, 2014

E. Denisov
Official Signature of notary

Elizabeth Denisov
Notary's printed or typed name, Notary Public

NOTE TO NOTARY PUBLIC: Ensure that entire notary seal fits within the box below and that all characters in the notary seal are clearly legible.



DMSLIBRARY01:23620583.1

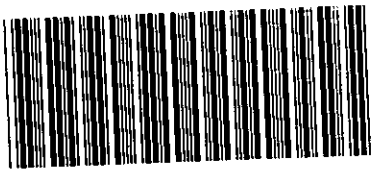
EXHIBIT A

LEGAL DESCRIPTION

5520 Capital Center Drive, Raleigh, NC:

All that tract or parcel of land lying and being in Wake County, North Carolina, and being more particularly described as follows:

Beginning at an iron pipe located at the intersection of the southern edge of the right-of-way of Interstate 440 and the northern edge of the right-of-way of Capital Center Drive, said pipe having N.C. grid coordinates of N=734,906.6579 and E=2,081,489.342, said pipe being the easternmost corner of Lot 4 as shown on plat recorded in Book of Maps 1992, Page 962, Wake County Registry and said pipe being located South 57°52'51" West, a ground distance 3,289.23 feet from N.C.G.S. Station . "Athens" said station having N.C. grid coordinates of N=736,655.297 and E=2,084,274.856 and running thence from said point of beginning and with the northern and western edge of the right-of-way of Capital Center Drive six (6) calls as follows: (1) South 67°33'42" West 89.18 feet to an iron pipe; (2) in a southwesterly direction, along a curve to the left, having a radius of 584.64 feet, an arc distance of 84.18 feet and a chord bearing and distance of South 64°21'41" West 84.11 feet to an iron pipe; (3) South 60°33'51" West 206.18 feet to an iron pipe; (4) in a southwesterly direction, along a curve to the right, having a radius of 558.23 feet, an arc distance of 94.67 feet, and a chord bearing and distance of South 65°25'21" West 94.56 feet to an iron pipe; (5) South 70°16'52" West 642.51 feet to an iron pipe; and (6) in a southerly direction, along a curve to the left, having a radius of 316.00 feet, an arc distance of 456.93 feet and a chord bearing a distance of South 28°51'25" West 418.15 feet to an iron pipe; thence leaving said right-of-way of Capital Center Drive, South 58°38'26" West 103.32 feet to an iron pipe; thence North 76°21'34" West 210.48 feet to an iron pipe; thence North 31°21'34" West 202.78 feet to an iron pipe located in the southern edge of the right-of-way of Interstate 440; thence with the southern edge of the right-of-way of Interstate 440 six (6) calls as follows: (1) North 58°38'26" East 148.00 feet to a concrete monument; (2) North 69°26'09" East 352.24 feet to a concrete monument; (3) North 72°14'58" East 201.16 feet to a concrete monument; (4) in a northeasterly direction, along a curve to the left, having a radius of 11,584.16 feet, an arc distance of 662.71 feet, and a chord bearing and distance of North 70°16'50" East 662.62 feet to an iron pipe; (5) North 68°45'07" East 294.35 feet to an iron pipe; and (6) North 68°45'07" East 89.16 feet to the point of beginning, containing 3.67 acres (160,046 square feet) according to the plat of survey entitled "As- Built- Survey for Interchange Associates Limited Partnership, Interchange Place, Lot 4, Capital Center Drive, Raleigh, Wake County, North Carolina", dated April 16, 1993, revised May 12, 1993 and last revised December 17, 1996, prepared by DSA Design Group and being Lot 4, shown on plat recorded in Book of Maps 1992, Page 962, and Book of Maps 1993, Page 1038 Wake County Registry.



BOOK:015762 PAGE:02620 - 02624

WAKE
COUNTY
NORTH CAROLINA

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

__5__# of Pages

NORTH CAROLINA :
:
WAKE COUNTY :

BOOK 1579 PAGE 252

THIS DEED, made this 30 of December, 1963, by R. S. PINDELL and wife, MATILDA M. PINDELL, parties of the first part, to GARY ROLLIN PRIOR and wife, GWENDOLYN HOBBY PRIOR, parties of the second part, all of the parties being of Wake County, North Carolina;

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of Ten ($10.00) Dollars this day paid into hand by the parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and for other and further valuable consideration have bargained and sold, and by these presents do hereby give, grant, bargain, sell and convey unto the parties of the second part, their heirs and assigns those certain lots, tracts or parcels of land, situate, lying and being in or near the City or Town of Raleigh, Swift Creek Township, County of Wake, State of North Carolina more particularly described as follows:

TRACT I: BEGINNING at a stake in the center of the Jones-Franklin Road (formerly Macedonia Road), said stake being 441 feet southwest of the southeast corner of A. V. Lawrence on said road; runs thence North 71 degrees 15 minutes West 263.2 feet with the line of Lots 3 and 4 to a stake in the line of Lot 7; runs thence South 21 degrees 45 minutes West 100 feet with the line of Lots 7 and 3 to a stake in the line of Lot 2; runs thence North 71 degrees 15 minutes West 331 feet with the line of Lots 2 and 7 to a stake in the line of the property of Mrs. J. M. Franklin; runs thence South 5 degrees 30 minutes West 188.5 feet to a stake, the northwest corner of Lot 1; runs thence South 74 degrees 15 minutes East 539 feet with the line of Lots 1 and 2 to a stake in the center of said Jones-Franklin Road (formerly Macedonia Road); runs thence North 23 degrees 30 minutes East 254 feet with the center of said Jones-Franklin Road (formerly Macedonia Road) to the point and place of Beginning, and being a part of the property conveyed to J. C. Henderson and wife, by Mary A. Franklin by deed recorded in Book 757, page 287, Wake County Registry, and being all of Lots 2 and 3 of the J. C. Henderson Property, according to a map by E. C. Smith dated July 21, 1949.

This property is subject to the easement of the Jones-Franklin Road as shown on map by E. C. Smith dated July 21, 1949.

TRACT II: BEGINNING at a stake 263.2 feet westerly from the center of the Jones-Franklin Road or the road running from Macedonia to U. S. No. 1, said stake being the northwest corner of R. S. Pindell's Lot No. 3, and running thence South 21 degrees 45 minutes West 100 feet along the West line of said Pindell Lot No. 3 to a stake, corner of said Pindell Lot No. 3 in the

line of Pindell Lot No. 2; thence North 71 degrees 15 minutes West 331 feet along the north line of said Pindell Lot No. 2 to a stake, the northwest corner of said Pindell Lot No. 2; thence North 21 degrees 45 minutes East, 100 feet to a stake; thence South 71 degrees 15 minutes East 331 feet to the point of Beginning, and being a part of the lands conveyed by J. C. Henderson and wife, Malona B. Henderson, to J. W. Jerome and others by deed dated July 29, 1953, and recorded in Book 1126, at page 548, Registry of Wake County, North Carolina.

This deed is made subject to the lien of a deed of trust dated April 22, 1963, from R. S. Pindell and wife, Matilda M. Pindell to B. A. Jones, Trustee for First Federal Savings & Loan Association, which instrument secures an indebtedness in the original principal amount of $45,000.00, said referred to deed of trust being of record in Book 1548 at page 385, Wake County, Registry.

The Grantees herein expressly assume and agree to pay and discharge the indebtedness above referred to, according to the terms thereof, which are contained in promissory note dated April 22, 1963 to First Federal Savings & Loan Association.

This conveyance is also made subject to easements and restrictive covenants of record.

TO HAVE AND TO HOLD, the aforesaid lots or parcels of land together with all rights, privileges and appurtenances thereunto in anywise appertaining unto them, the said parties of the second part, their heirs and assigns, to their only use and behoof in fee simple forever.

And the said parties of the first part, for themselves, their heirs, executors, and administrators, do hereby covenant to and with the said parties of the second part, their heirs and assigns, that they are seized of the premises herein conveyed in fee, and have a good and lawful right to convey the same in fee simple; that the same are free and clear from any and all encumbrances whatsoever except as above excepted, and that they do hereby warrant and will defend the title thereto against the lawful claim or claims of and all persons whomsoever.

IN WITNESS WHEREOF, R. S. PINDELL and wife, MATILDA M. PINDELL, parties of the first part, have hereunto set their hands and seals the day and year first above written.

R S Pindell (SEAL)

Matilda M. Pindell (SEAL)

NORTH CAROLINA

BOOK 1579 PAGE 254

WAKE COUNTY

I, Dianne Neal, a Notary Public, in and for the County of Wake, State of North Carolina, do hereby certify that this day R. S. PINDELL and wife, MATILDA M. PINDELL each personally appeared before me and acknowledged the due execution of the foregoing Deed.

Witness my hand and Notarial Seal, this the 30th day of December, 1963.

Dianne Neal
Notary Public

My commission expires:

3/24/65

NORTH CAROLINA
Wake County

The foregoing certificate of Dianne Neal
Notary Public of Wake County, North Carolina
is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 30 day of Dec 1963

Estha D. Creighton
Asst. Clerk Superior Court

Filed for Registration at 12:45 o'clock P M
Dec. 30 1963 and registered in the Office of the Register of Deeds for Wake County, North Carolina, in Book 1579 Page 252
_____, 19____

REGISTER OF DEEDS
DEPUTY

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11-21-2014 AT 16:00:05
STATE OF NC REAL ESTATE
EXCISE TAX: $250.00
BOOK:015845 PAGE:02652 - 02657

Excise Tax: $250.00 Our File #:NCRaP1410374

Tax Parcel ID No. 0079405
Verified by_____ County on the ____ day of_____, 20____
By:_____
Mail/Box to: Grantee
Prepared by: Costner Law Office, PLLC, 10150 Mallard Creek Rd, Ste. 106, Charlotte, NC 28262
Title Co.: Priority Title Insurance Agency

Brief Description for the Index: 507 Jones Franklin Rd

North Carolina General Warranty Deed

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

GRANTOR(S)	GRANTEE(S)
Jason M Murray and Cynthia Anne Nameth, joint tenants with right of survivorship	**Michael Riccardi and Ronni Jane Riccardi**
Forwarding Address:	*Property/Mailing Address:* 507 Jones Franklin Rd Raleigh, NC 27606

W I T N E S S E T H:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the City of Raleigh, County of Wake, State of North Carolina, more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 8859, Page 2250, and being reflected on plat(s) recorded in Map/Plat Book _____, page/slide _____.

Submitted electronically by "Costner Law Office, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

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

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

There is excepted from these warranties all easements, conditions, rights of way and restrictions as may appear on public record; and the lien of ad valorem taxes for the current year which taxes have been prorated as to the date of closing between the Grantor and Grantee.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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)
Jason M Murray

_____ (SEAL)
Cynthia Anne Nameth

_____ (SEAL)
Print/Type Name: _____

_____ (SEAL)
Print/Type Name: _____

(NOTARY PAGE TO FOLLOW)

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

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

There is excepted from these warranties all easements, conditions, rights of way and restrictions as may appear on public record; and the lien of ad valorem taxes for the current year which taxes have been prorated as to the date of closing between the Grantor and Grantee.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

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)
Jason M Murray

_____ (SEAL)
Cynthia Anne Nameth

_____ (SEAL)
Print/Type Name: _____

CYNTHIA ANNE NAMETH (SEAL)
Print/Type Name: _____

(NOTARY PAGE TO FOLLOW)

State of ~~North Carolina~~ New York
County of Oswego

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:
Jason M Murray
(Insert name(s) of principal(s)).

Date: 11/20/14

Notary Public
Notary's Printed or Typed Name
Debra A. Braden

My Commission Expires:
5/9/2018

(Official/Notarial Seal)

DEBRA A. BRADEN
Notary Public, State of New York
No. 01BR5027440
Qualified in Oswego County
Commission Expires May 9, 2018

State of _____
County of _____

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:
Cynthia Anne Nameth
(Insert name(s) of principal(s)).

Date: _____

_____ Notary Public
Notary's Printed or Typed Name

My Commission Expires:
_____

(Official/Notarial Seal)

State of North Carolina
County of _____

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:
Jason M Murray
_____ (Insert name(s) of principal(s)).

Date: _____

_____
_____ Notary Public
Notary's Printed or Typed Name

My Commission Expires:
_____

(Official/Notarial Seal)

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:
Cynthia Anne Nameth (Insert name(s) of principal(s)).

Date: 11/20/14

_____
Traylor Bame Notary Public
Notary's Printed or Typed Name

My Commission Expires:
11-17-16

(Official/Notarial Seal)

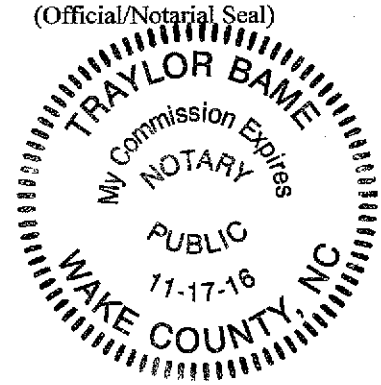


EXHIBIT "A"

Beginning at an existing iron pipe in the eastern line of Jones Franklin Road, said point being South 00° 25' 22" 149.97 feet from a PK set at the centerline intersections of Jones Franklin Road and Barringer Drive; thence South 82° 58' 18" East, a distance of 118.27 feet to an existing iron pipe; thence South 82° 53', 14" East, a distance of 65.69 feet to an existing iron pipe; thence South 08° 55' West, a distance of 60 feet to an existing iron pipe; thence North 82° 50' 54" West, a distance of 64.58 feet to an existing iron pipe; thence North 82° 50' 01" West, a distance of 118.27 feet to a 18" maple in the eastern line of Jones Franklin Road; thence along and with the eastern line of Jones Franklin Road North 07° 51' 31" East, a distance of 59.65 feet to an existing iron pipe, the point and place of Beginning, and being all of Tracts 1 and 2 as shown on a survey entitled "Survey for Fran V. Ransdell, 507 Jones Franklin Road, prepared by Al Prince and Associates, P.A., dated October 27, 1997

Property ID: 0079405
Property Address: 507 Jones Franklin Rd, Raleigh, NC 27606

WAKE COUNTY, NC 204
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/27/2015 16:17:15
STATE OF NC REAL ESTATE
EXCISE TAX: $473.00
BOOK:015902 PAGE:00944 - 00946

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 473.00

Parcel Identifier No. 0056499 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 47-51, (Recombination Lot 50)Fairview Hills

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

GRANTOR	GRANTEE
David L. Heidinger / Single PO Box 287 Moncure, NC 27559-0287	Aamer Akhter and wife, Maham Ijaz Akhter 118 Timber Hitch Road Cary, NC 27513

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 47-51 in (Recombination Lot 50)Fairview Hills as shown on plat recorded in Book of Maps 1984, Page 1611, 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 1984 page 1611.

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:

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

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

b David L. Heidinger (SEAL)
Print/Type Name: David L. Heidinger

_____ (SEAL)
Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)
Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)
Print/Type Name: _____

State of NC - County or City of Wake

I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that David L. Heidinger 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 27th day of January, 2015.

My Commission Expires: 6.8.2019
(Affix Seal)

WAYNE ARTHUR ROPER NOTARY PUBLIC WAKE COUNTY NC Comm. Exp. 6-08-2019.

Wayne Arthur Roper
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:015902 PAGE:00944 - 00946

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 Document Fee ☐ Additional Reference Fee

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WAKE COUNTY, NC 244
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/15/2015 16:42:34
STATE OF NC REAL ESTATE
EXCISE TAX: $339.00
BOOK:015982 PAGE:01281 - 01283

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: $339	Recording Time, Book and Page
Tax Map: No.	Real Estate ID No.: 0020834

Mail after recording to: GRANTEE

This instrument was prepared by: Watson Law Group, PLLC; NATALIE C. WATSON, ATTORNEY AT LAW

Legal Description for the Index: LOT 28 AND PART OF 29, FAIRVIEW HILLS

THIS DEED made this 15th day of APRIL, 2015 by and between

GRANTOR
LEIGH B. CROUSE, UNMARRIED
1721 AFTON FOREST COURT, WILLOW SPRING, NC 27592

GRANTEE
MOHAMED MOUMEN AND WIFE, HEATHER WILLIS-MOUMEN
401 JONES FRANKLIN ROAD, RALEIGH, NC 27606

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 28 and p/o 29, Fairview Hills, as shown on map recorded in Book of Maps 1992, Page 1375, Wake County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 9426, Page 1719, WAKE County Registry.

A map showing the above-described property is recorded in Map Book 1992 Page 1375, 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
General service and utility easements, rights of way and restrictions of record

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

_____ _____(SEAL).
LEIGH B. CROUSE

By:_____ _____(SEAL)
Title:
By:_____
Title: _____

By:_____
Title: _____

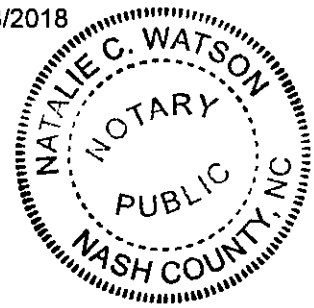
By:_____
Title: _____

STATE OF NC
WAKE COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document, in their official capacity: **LEIGH B. CROUSE**

Witness my hand and official stamp or seal, this the 15TH day of APRIL, 2015.

My Commission Expires: 10/13/2018



_____
Notary Public

Print Notary Name: NATALIE C. WATSON

BOOK:015982 PAGE:01281 - 01283

WAKE
COUNTY
NORTH CAROLINA

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

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This Document

3 # of Pages
Tw

WAKE COUNTY, NC 302
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/30/2015 15:56:00
STATE OF NC REAL ESTATE
EXCISE TAX: $459.00
BOOK:016000 PAGE:00040 - 00043

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 459.00

Parcel Identifier No. 0025420 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Ragsdale Liggett PLLC, 2840 Plaza Place, Suite 401, Raleigh, NC 27612

Brief description for the Index: LOT 55-60, Fairview Hills Sub., BLK C,

THIS DEED made this 30th day of April, 2015, by and between

GRANTOR	GRANTEE
Edmon A. Latif and wife Violette A. Latif 8805 W. Sunrise Blvd. Plantation, FL 33323	Christopher William Miller 338 Jones Franklin Rd. Raleigh, NC 27606

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, parcel of land or condominium unit situated in the City of Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lots 55, 56, 57, 58, 59 & 60, Block C, Fairview Hills Subdivision, as shown on a map recorded in Book of Maps 1945, Page 93, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10877 page 1152.
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 1945 page 93.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013
Printed by Agreement with the NC Bar Association – 1981

This standard form has been approved by:
North Carolina Bar Association – NC Bar Form No. 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:

-the lien of ad valorem taxes for the year 2015, not yet due and payable;-easements, restrictions and rights of way of record, if any, affecting the Premises: and -utility lines, easements and rights of way located over, under or upon the Premises.

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: Edmon A. Latif
Print/Type Name & Title: _____	_____ (SEAL)
	Print/Type Name: Violette A. Latif
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 Edmon A. Latif and wife Violette A. Latif 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, 20 15.

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 _____ 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: _____
(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 _____ 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

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013
Printed by Agreement with the NC Bar Association – 1981

This standard form has been approved by:
North Carolina Bar Association – NC Bar Form No. 3

STATE OF Florida
COUNTY OF Broward

I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Violetta A Latif, Individual(s)
Date: 04/21/15

(SEAL)
Notary Public
Printed Name of Notary: Florence Millien
My commission expires: 4-22-19

FLORENCE MILLIEN
Notary Public - State of Florida
Commission # FF 212204
My Comm. Expires Mar 22, 2019
Bonded through National Notary Assn.

STATE OF

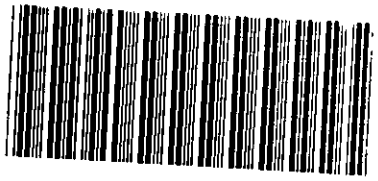
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Edwin Latif, individual(s)
Date: 04/21/15

(SEAL)
Notary Public
Printed Name of Notary: Florence Millien
My commission expires: 4-22-19

Notary Acknowledgement

FLORENCE MILLIEN
Notary Public - State of Florida
Commission # FF 212204
My Comm. Expires Mar 22, 2019
Bonded through National Notary Assn.



BOOK:016000 PAGE:00040 - 00043

WAKE
COUNTY
NORTH CAROLINA

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

4 # of Pages

Documents submitted to this county must contain the following erecord statement, "Submitted electronically by Advantage Title Agency, Inc. (submitter's name) in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds." This statement may be placed anywhere on the first page of the document beneath the document title.

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05-01-2015 AT 11:37:28
STATE OF NC REAL ESTATE
EXCISE TAX: $38,250.00
BOOK:016001 PAGE:00557 - 00563

Excise Tax $38,250.00 | Recording Time, Book and Page

Parcel ID Nos.: 0783240636 and 0773924812

Mail after recording to:
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, NY 10601
Attn: Michael L. Katz, Esq.

This instrument was prepared by: Haley Burton, Esq.

Brief description for the Index: 5540 Centerview Drive, Raleigh, NC and 801 Jones Franklin Road, Raleigh, NC

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of this 29th day of April, 2015, by and between

GRANTOR	GRANTEE
ERGS II REO OWNER, L.L.C., a Delaware limited liability company 6011 Connection Drive Irving, TX 75039	**TNREF III WEST RALEIGH, LLC,** a Delaware limited liability company 10 Bank Street, 11th Floor White Plains, NY 10606

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.

DMSLIBRARY01:25455685.1

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 (the "Property") situated in the City of Raleigh, Wake County, North Carolina, and more particularly described as follows: See **Exhibit "A"** attached hereto and incorporated herein by reference.

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 Grantor covenants with 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, subject to matters of record and other matters listed on **Exhibit "B"** attached hereto and incorporated herein by this reference.

The Property does not contain the primary residence of Grantor.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and delivered as of the day and year first above written.

ERGS II REO OWNER, L.L.C.,
a Delaware limited liability company

By: ERGS II, L.L.C., its
Managing Member

By: Special Situations Investing Group II, LLC, its
Managing Member

By: _____
Name: Michael Ungari
Title: Vice President

SMM

STATE OF New York

COUNTY OF Westchester

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 above.

Date: April 27th, 2015

_____
Official Signature of notary

Denise Lowe
Notary's printed or typed name, Notary Public

NOTE TO NOTARY PUBLIC: Ensure that entire notary seal fits within the box below and that all characters in the notary seal are clearly legible.

DENISE LOWE
Notary Public, State of New York
No. 01LO6292965
Qualified in Westchester County
Commission Expires November 12, 2017

DMSLIBRARY01:25455683.1

EXHIBIT A

LEGAL DESCRIPTION

5540 Centerview Drive, Raleigh NC:

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

Beginning at NCGS Monument "JOFRANK", NC Grid Coordinates (NAD:83) N:731,185.7948 feet and E:2,079,596.8906 feet; thence North 12°04'51" West 1,065.78 feet (Ground distance) to a #5 rebar found in the I 440 right-of-way, the Point and Place of Beginning.
Thence from said Point of Beginning and running with the right-of-way of I 440 the next 6 calls, North 23°05'08" West a distance of 153.71 feet to a metal cap in concrete; thence North 18°39'07" West 162.35 feet to a metal cap in concrete; thence North 16°59'45" West 192.58 feet to a metal cap in concrete; thence a curve to the right having a radius of 1,020.920 feet and a chord bearing and distance of North 6°04'00" West 263.02 feet to an iron pipe set; thence North 18°22'17" East a distance of 222.10 feet to an iron pipe set; thence North 10°34'41" East a distance of 219.92 feet to a ¾" iron pipe found; thence running with MG HIW, Raleigh LLC, South 89°06'04" East a distance of 44.252 feet to a #5 rebar; thence running with a vacant lot of the Koger Center, part of site 9.2, South 36°35'01" East a distance of 661.44 feet to an iron pipe set; thence running with the western right-of-way of Centerview Drive, the next 3 calls, a curve to the left having a radius of 330.000 feet and a chord bearing and distance of South 20°33'02" West 231.68 feet to a #5 rebar; thence due South, 250.54 feet to a #5 rebar; thence a curve to the left having a radius of 330.00 feet and a chord bearing and distance of South 07°50'08" East 89.93 feet to a #5 rebar; thence leaving said right-of-way, and running with the Koger property, Lot 6, also known as site 9.1, South 74°20'09" West a distance of 294.424 feet to the Point of Beginning Containing 9.18645 acres of land, more or less.

801 Jones Franklin Road, Raleigh, NC:

All that tract or parcel of land lying and being in Wake County, North Carolina, and being more particularly described as follows:

Beginning at an existing 1 ¼'' outside diameter (O.D.) iron pipe located in the existing eastern edge of the right-of-way of Jones-Franklin Road, said point having N.C. Grid Coordinates of N=734,929.5586 and E=2,082,066.4026, said point being the southwest corner of Tract B as shown on plat of survey recorded in Book of Maps 1987, Page 1666, Wake County Registry, and a common corner with the property of the now or formerly City of Raleigh; thence with the property line of said City of Raleigh property fourteen (14) calls as follows: (1) South 10°25'16'' West 5.14 feet to an existing concrete monument; (2) North 75°22'25'' East 37.38 feet to a 1 ¼'' (O.D.) existing iron pipe; (3) North 78°24'48'' East 10.60 feet to an existing concrete monument; (4) North 75°32'50'' East 34.81 feet to an existing concrete monument; (5) South 01°05'05'' West 11.55 feet to an existing concrete monument; (6) South 83°38'05'' East 24.49 feet to an existing concrete monument; (7) South 00°33'09'' West 13.72 feet to an existing concrete monument; (8) South 42°17'08'' East 54.46 feet to an existing concrete monument; (9) South 26°15'14''East 51.54 feet to an existing concrete monument; (10) South 17°43'44'' East 41.75 feet to an existing concrete monument; (11) South 30°27'56'' East 23.78 feet to an existing concrete monument; (12) South 10°33'15'' East 37.63 feet to a ½'' (O.D.) existing iron pipe; (13) South 32°59'18'' West 272.46 feet to a 1 ¾'' (O.D.) existing iron pipe; and (14) South 02°37'51'' West 135.62 feet to a ¾'' (O.D.) existing iron pipe, said point being the northeast corner of Lot 2 Lake Shore Office Park, as shown on plat of survey recorded in Book of Maps 1980, Page 796, Wake County Registry;

thence with the lot lines of Lot 2 and Lot 1, Lake Shore Office Park, as shown on plat of survey recorded in Book of Maps 1980, Page 796, Wake County Registry, two (2) calls as follows: (1) North 84°11'26" West 205.93 feet to a ¾" (O.D.) existing iron pipe; and (2) North 75°14'18" West 245.74 feet to a ½" (O.D.) existing iron pipe located in the existing eastern edge of the right-of-way of Jones Franklin Road; seven (7) calls as follows: (1) North 34°26'12" East 37.96 feet to a ¾ (O.D.) existing iron pipe found; (2) North 38°27'13" East 98.12 feet to a ½" (O.D.) existing iron pipe; (3) North 40°39'49" East 98.89 feet to a ½" (O.D.) existing iron pipe; (4) North 41°26'57" East 99.78 feet to a ½" (O.D.) existing iron pipe; (5) North 40°52'01" East 88.42 feet to a ½" (O.D.) existing iron pipe; (6) North 38°01'32" East 75.02 feet to a ½" (O.D.) existing iron pipe; and (7) North 41°50'47" East 127.63 feet to the point and place of beginning, containing 4.239 acres (inclusive of 0.053 acres of area for "new dedicated r/w" of Jones Franklin Road) as shown on plat of survey entitled "Boundary Survey and R/W Dedication for: Interchange Plaza II, Interchange II LLC, Tax Pin #0783.13-24-0636, Jones Franklin Road, Raleigh, N.C.", dated September 2, 1994, prepared by DS Atlantic, revised on 5/7/96 for As-Built survey plat entitled "ALTA/ACSM AS-Built Survey of: Interchange Plaza II for: Interchange II LLC" also prepared by DS Atlantic, Raleigh, N.C.

EXHIBIT B

PERMITTED ENCUMBRANCES

5540 Centerview Drive, Raleigh, NC:

1. Taxes for the year 2015 and all subsequent years.

2. Terms, provisions, covenants, conditions, easements and restrictions as provided in instrument recorded in Book 11900, Page 1267; Book 11910, Page 1411; and Book 12305, Page 2160, Wake County Registry

3. Easement for Construction Purposes as disclosed in Plat Book 1980, Page 1061.

4. Easements for Sanitary Sewer, Access and Temporary Construction purposes as disclosed in Plat Book 1984, Page 155.

5. Easements for Utility, Access Temporary Construction and Sewer purposes as disclosed in Plat Book 1984, Page 225.

6. Easement for Rights of Way purposes as dedicated on Plat Book 1985, Page 2068.

7. Non-Exclusive Underground water line easement recorded in Book 4246, Page 156, Wake County Registry.

8. Sanitary Sewer Easement to Town of Apex recorded in Book 2888, Page 631, Wake County Registry.

9. Utility Easement and flume metering station, including right of access thereto recorded in Book 3134, Page 379, Wake County Registry.

10. Easement to Carolina Power and Light Company recorded in Book 252, Page 166; Book 530, Page 360; Book 813, Page 321; Book 934, Page 400; Book 3685, Page 819; Book 3840, Page 662; Book 3988, Page 92; and Book 4889, Page 221, Wake County Registry.

11. Town of Apex for sewer and electricity recorded in Book 2902, Page 670, Wake County Registry.

12. Terms and conditions of Amendatory Agreement with City of Raleigh recorded in Book 3820, Page 746, Wake County Registry.

13. Non-Exclusive 12-foot drainage Easement recorded in Book 4889, Page 228, Wake County Registry.

14. Utility and pipeline easements recorded in Book 3276, Page 72 and Book 3280, Page 750, Wake County Registry.

15. Easement to Southern Bell Telephone & Telegraph Company recorded in Book 1290, Page 298 and Book 3819, Page 16, Wake County Registry.

16. Drainage Easement Agreement recorded in Book 12305, Page 2136, Wake County Registry.

17. Access Easement to the Town of Apex recorded in Book 3134, Page 379, Wake County Registry.

18. Declaration of Easements recorded in Book 12623, Page 1191, Wake County Registry.

19. Rights of parties in possession as tenants only, under those leases that were assigned by Grantor to Grantee as of the date hereof pursuant to a separate agreement between Grantor and Grantee.

20. Matters which would be disclosed by a current, accurate survey of the Property.

801 Jones Franklin Road, Raleigh, NC:

1. Taxes for the year 2015, and all subsequent years.

2. Easements for Construction and Sanitary Sewer purposes designated as "Proposed" in Book 1970, Page 299.

3. An easement dedicated for Right of Way purposes, and easements for Drainage and Utility purposes as disclosed in Book 1987, Page 1666.

4. An easement dedicated for Right of Way purposes, and easements for Slope, Private Access, Sanitary Sewer and Drainage purposes as disclosed in Book 1994, Page 1768.

5. Declaration of Covenants for Maintenance recorded in Book 4166, Page 801, Wake County Registry.

6. Easement(s) to the City of Raleigh recorded in Book 1965, Page 289, Wake County Registry.

7. Easement to Carolina Power and Light Company recorded in Book 4255, Page 569; Book 2813, Page 358; Book 1385, Page 120; and Book 813, Page 323, Wake County Registry.

8. Easement to Southern Bell Telephone & Telegraph Company recorded in Book 1290, Page 304, Wake County Registry.

9. Title to that portion of the land within the cemetery and rights of ingress, egress, and regress.

10. Right of way of Jones Franklin Road to its full legal width.

11. Rights of parties in possession as tenants only, under those leases that were assigned by Grantor to Grantee as of the date hereof pursuant to a separate agreement between Grantor and Grantee.

12. Matters which would be disclosed by a current, accurate survey of the Property.

WAKE COUNTY, NC 119
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/15/2015 12:25:17
STATE OF NC REAL ESTATE
EXCISE TAX: $7,210.00
BOOK:016015 PAGE:01599 - 01607

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: $7,210.00

Tax Lot No. _____ Parcel Identifier No. 0773516680
Verified by Wake County on the _____ day of_____2015
by _____

Mail after recording to: Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
Attention: T. Kennedy

This instrument was prepared by: Haynes and Boone, LLP
30 Rockefeller Plaza, 26th Floor
New York, New York 10112
Attention: Carolyn Sullivan, Esq.

Brief Description for the Index: 1800 Walnut Street, Cary, North Carolina

THIS DEED made this 8th day of May, 2015 (the "Effective Date"), by and between

GRANTOR	GRANTEE
FMW RRI NC LLC, a Delaware limited liability company	BW RRI IV LLC, a Delaware limited liability company
c/o Five Mile Capital Partners LLC Three Stamford Plaza Stamford, Connecticut 06901	5847 San Felipe Suite 4650 Houston, Texas 77057

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 Town of Cary, 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 14650, Page 1938.

The Property includes (A) all buildings, structures and other improvements located on or affixed to the land described in the attached Exhibit A (the "Land") and all fixtures on the Land which constitute real property, and (B) with respect to such Property, all of Grantor's right, title and interest, if any, in and to all appurtenant easements and any other rights and interests appurtenant thereto, including, without limitation, (i) easements and rights of way, (ii) rights in and to land underlying adjacent highways, streets and other public rights of way and rights of access thereto, (iii) rights in and to strips and gores of land within or adjoining any such tract or parcel, (iv) air rights, excess floor area rights and other transferable development rights belonging to or useable with respect to the Land, (v) rights to utility connections and hook ups, (vi) water rights, (vii) riparian rights, (viii) minerals, oils, gas and other hydrocarbon substances on and under the Land and all development and water rights relating to the Land and (ix) all right, title and interest of Grantor in and to any unpaid award or payment which may hereafter be payable in respect of any taking by condemnation that occurs after the Effective Date and all right, title and interest of Grantor in and to any unpaid award for damage to the Land that occurs after the Effective Date, however expressly excluding Grantor's right title and interest in and to any unpaid award or payment which may now or hereafter be payable.

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

A map showing the above-described property is recorded in Map 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 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:

The lien of ad valorem real property taxes and assessments for the current year and for subsequent years; all easements, covenants, conditions, restrictions, and other agreements of record against the property conveyed hereby; all matters which would be disclosed by a recent and accurate survey of the property conveyed hereby; zoning, land use and building laws, regulations and ordinances (including, without limitation, any violations thereof).

[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its company name by its duly authorized officer, the day and year first above written.

FMW RRI NC LLC,
a Delaware limited liability company

By: _____

Name: Scott R. Leitman

Title: Vice President

15126224
(Raleigh SW NCSU)

STATE OF NEW YORK)

COUNTY OF NEW YORK)

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: Scott R. Whitman.

Date: May 1, 2015

Lauren P. Schmauch
Notary Public

[Official Seal]

Print Name: _____

LAUREN P. SCHMAUCH
NOTARY PUBLIC, State of New York
No. 01SC5031836
Qualified in Queens County
Commission Expires 8/15/2018

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.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By: _____ Deputy/Assistant - Register of Deeds

15126224
(Raleigh SW NCSU)

EXHIBIT A

LEGAL DESCRIPTION

Cary, North Carolina

EXHIBIT A

TRACT 1:

A certain tract or parcel of land containing a total of 0.99 acres, lying and being in the town of Cary, Wake County, North Carolina, on the Southeastern side of paved U.S. Highway 1 and 64, on the Southwestern side of paved Walnut Street and on the northwestern side of paved Piney Plains Road. Bounded on the northeast by Walnut Street, on the southeast by Piney Plains Road, on the southwest by Francis W. and Wanda K. Dellinger, and on the northwest by U.S. Highway 1 and 64; and being more particularly described as follows:

BEGINNING at an existing right-of-way disk being the intersection of the Southeastern line of U.S. Highway 1 and 64 (said highways having a right-of-way of varying width), with the Southwestern right-of-way line of Walnut Street (Said street having a right-of-way of varying width), said existing disk also being located South 22 degrees 12 minutes 07 seconds East a horizontal ground distance of 776.67 feet from North Carolina geodetic station "Southills"; said station having North Carolina grid coordinates (based on nad 1983) of x=2,075,571.594 and y=732,540.640; thence from said existing disk as the Southwestern right-of-way line of Walnut Street the following three (3) calls: (1) South 77 degrees 28 minutes 27 seconds East a distance of 89.14 feet to an existing concrete monument, (2) South 36 degrees 39 minutes 50 seconds East a distance of 49.91 feet to an existing concrete monument, and (3) South 07 degrees 01 minute 41 seconds West a distance of 78.87 feet to an existing concrete right-of-way monument being the intersection of said southwestern right-of-way line with the northwestern right-of-way line of Piney Plains Road (said road having a right-of-way of varying width); thence leaving said southwestern right-of-way line as the northwestern right-of-way line of Piney Plains Road South 58 degrees 44 minutes 05 seconds West a distance of 226.79 feet to a ¾ inch existing iron pipe being the southeastern terminus of the northeastern line of the property of Francis W. Dellinger and Wanda K. Dellinger as described in Deed Book 3178M, page 178, Wake County Registry, in said northwestern right-of-way line, thence leaving the northwestern right-of-way line as the northeastern line of said Dellinger property North 36 degrees 13 minutes 14 seconds West a distance of 156.23 feet to a ¾ inch existing iron pipe being the northwestern terminus of said northeastern Dellinger line in the southeastern right-of-way line of U.S. Highway 1 and 64, thence leaving said northeastern Dellinger line as the Southeastern right-of-way line of U.S. Highway 1 and 64 the following two (2) calls: (1) along a curve to the left having a radius of 697.96 feet, an arc distance of 54.32 feet, and a chord bearing North 55 degrees 50 minutes 40 seconds East a distance of 541.31 feed to an existing right-of-way disk, and (2) North 53 degrees 36 minutes 15 seconds East a distance of 166.54 feet to an existing right-of-way disk being the POINT AND PLACE ONG BEGINNING, containing 0.99 acres and being all of the property as shown in Book of Maps 1983, page 942, Wake County Registry.

TRACT 2:

BEGINNING at a point in the northwestern corner of the property now or formerly on the Eastern Motor Inns as shown in Book of Maps 1983, page 942, Wake County Registry and running thence South 36 degrees 13 minutes 14 seconds East 156.23 feet to a point, thence South 58 degrees 44 minutes 05 seconds West 348.22 feet to a point; thence along property now or formerly of Baker Brown Building, Inc. North 55 degrees 41 minutes 01 seconds West 108.40 feet to a point; thence continuing along property of Baker Brown Building, Inc. along a curve to the right having a radius of 501.59 feet, an arc distance of 163.77 feet, and a chord bearing and distance of North 20 degrees 28 minutes 38 seconds East 164.03 feet to a point, thence North 79 degrees 15 minutes 28 seconds East 15.26 feet; thence along a curve to the right, having a radius of 697.96 feet, an arc distance of 241.57 feet, and a chord bearing and distance of North 67 degrees 59 minutes 57 seconds East 240.36 feet to the POINT AND PLACE OF BEGINNING, as shown on plat of survey entitled "Survey for Red Roof Inns, Inc., dated June 10, 1996, prepared by Derward W. Baker and Associates, P.A.

Being more particularly described as follows:

All that certain piece, parcel or tract of land, situate, lying and being and the Town of Cary, County of Wake, State of North Carolina, containing 2.362 acres and being known as tracts 1 and 2 on a plat entitled "Recombination Survey for Red Roof Inns, Incorporated" , recorded in the R.O.D. office for Wake County in Book of Maps 1997, page 1065 and also according to an "ALTA/ACSM Land Title Survey for Red Roof Inns, Inc., 1800 Walnut Street, Wake County, Cary, North Carolina, (Red Roof Inn) (#247 Cary)", dated 10/10/99, last revised 11/14/99 by Site Design, Inc. with the following metes and bounds to wit:

BEGINNING at an old right of way disk at the intersection of the Southeastern right of way of U.S. Highway 1 & 64 and the Southwestern right of way of Walnut Street (SR 1313), said disk having North Carolina grid coordinates of N=731,821.69 & E=2,075,855.24 and also being S 22-13-00 E 776.68 feet from a North Carolina geodetic monument known as "Southills" having North Carolina grid coordinates of N=732,540.64 & E=2,075,571.59; thence along said southwestern right of way of Walnut Street (SR 1313) S 77-31-38 E 89.02 feet to an old concrete right of way monument; thence S 36-40-44 E 49.93 feet to an old concrete right of way monument; thence S 06-43-00 W 78.62 feet to an old concrete right of way monument on the northwestern right of way of Piney Plains Road (SR 1423); thence turning and running along said northwestern right of way line of Piney Plains Road (SR 1423) S 58-42-09 W 575.42 feet to an old 5/8" rebar iron pin; thence N 55-44-38 W 108.38 feet to an old ¾" open top iron pin on the eastern property line of Baker Brown Building, Inc. Property now or formerly; thence turning and running along the line of said Baker Brown Building, Inc. property along a curve to the left having a radius of 501.59 feet and a chord bearing and distance

Cary, North Carolina

of N 20-25-21 E 163.02 feet to an old ¾" open top iron pin on the southeastern right of way of U.S. Highway 1 & 64; thence turning and running along said southeastern right of way of U.S. Highway 1 & 64 N 79-36-18 E 15.22 feet to an old right of way disk; thence along a curve to the left having a radius of 697.96 feet, and a chord bearing and distance of N 65-42-03 E 293.80 feet to an old right of way disk, thence N 53-36-15 E 166.57 feet to the POINT OF BEGINNING.

BOOK:016015 PAGE:01599 - 01607

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

☐ New Time Stamp ☐ $25 Non-Standard Fee

☐ Additional Document Fee ☐ Additional Reference Fee

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This Document

9 # of Pages K

WAKE COUNTY, NC 215
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/31/2015 13:29:44
STATE OF NC REAL ESTATE
EXCISE TAX: $118,000.00
BOOK:016105 PAGE:01325 - 01331

(Space Above Line for Recorder's Use)

Revenue Stamps: $118,000.00

Parcel Identifier Nos. 0783024533 and 0783032117

Mail after recording to: Return To:
First American Title Insurance-NCS
666 Third Ave, 5th Floor
New York, NY 10017
Attn: Tyshaun Bishop

This instrument was
Prepared by: John O'Shea Sullivan
Burr & Forman LLP
171 17th Street NW, Suite 1100
Atlanta, Georgia 30363
(without title examination)

Brief description for the index: Approx. 27.13 gross acres at Centerview Office Park, Wake County, NC (Centerview Dr. & Jones Franklin Rd.)

7038418

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED is made as of this 29th day of July, 2015, by and between

GRANTOR	GRANTEE
CENTENNIAL CENTERVIEW, LP, a Georgia limited partnership c/o Centennial Holding Company, LLC 3348 Peachtree Road NE, Suite 1000 Atlanta, Georgia 30326	DPR CENTERVIEW, LLC, a Delaware limited liability company 270 South Service Road, Suite 45 Melville, New York 11747

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 the City of Raleigh, Wake County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporate herein by reference.

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

The property hereinabove described was acquired by Grantor by instrument(s) recorded in Book 14692 at Page 2227 in the Wake County, North Carolina, Register of Deeds Office (the "Registry").

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

A map showing the above described property is recorded in Book of Maps 2007, Page 1803-1804 and Book of Maps 2007, Page 1805-1807, in the Registry.

And Grantor covenants with 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 on Exhibit B.

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed under seal in its name by its duly authorized officers the day and year first above written.

GRANTOR:

CENTENNIAL CENTERVIEW, LP, a Georgia limited partnership

By: Centerview GP, LLC, a Delaware limited liability company, its General Partner

By: Centennial Real Estate Fund II, LP, a Delaware limited partnership, its sole Member

By: Centennial Real Estate Fund II GP, LLC, a Delaware limited liability company, its General Partner

By: Centennial Holding Company, LLC, a Georgia limited liability company, its Manager/Member

By: _____
Name: C. Read Morton, Jr.
Title: Executive Vice President

STATE OF GEORGIA)
)
COUNTY OF Fulton)

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: C. Read Morton, Jr.

Date: July 20, 2015

_____
Notary Public

Print Name: Michele M. Lee

[*Affix Official Seal*]

MICHELE M. LEE NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES Mar. 26, 2019

My commission expires: March 26, 2019

EXHIBIT A to Special Warranty Deed

Lying and being situate in Wake County, North Carolina, and more particularly described as follows:

Tract One:

Being all of Lot 1, Centerview Apartments PH. I, according to the plat thereof, recorded in Book of Maps 2007, Pages 1803-1804, in the Office of the Register of Deeds of Wake County, North Carolina.

Tract Two:

Being all of Lot 2, Centerview Apartments PH. II, according to the plat thereof, recorded in Book of Maps 2007, Pages 1805-1807, in the Office of the Register of Deeds of Wake County, North Carolina.

EXHIBIT B to Special Warranty Deed

1. Taxes for the year 2015, which are a lien, not yet due and payable, and all subsequent years.

2. Easements and any other facts as shown on plat recorded in Book of Maps 1984, Page 155 and Book of Maps 1984, Page 225, Wake County Registry.

3. Easements and any other facts as shown on plat recorded in Book of Maps 2006, Page 2634 and Book of Maps 2007, Pages 1805, 1806 and 1807, Wake County Registry. (Affects Tract 2 only)

4. Easements and any other facts as shown on plat recorded in Book of Maps 2007, Pages 1803 and 1804, Wake County Registry. (Affects Tract 1 only)

5. Easement to Carolina Power & Light Company recorded in Book 530, Page 360; Book 813, Page 321; Book 934, Page 400, Wake County Registry.

6. Easement to Yadkin River Power Company recorded in Book 252, Page 166, Wake County Registry.

7. Easement to Carolina Power & Light Company recorded in Book 1257, Page 295, Wake County Registry. (Affects Tract 2 only)

8. Rural Line Permit to Southern Bell Telephone and Telegraph Company recorded in Book 1290, Page 298, Wake County Registry.

9. Easement to Town of Apex, a municipal corporation of the State of North Carolina recorded in Book 2888, Page 631, Wake County Registry. (Affects Tract 2 only)

10. Consent Judgment recorded in Book 2902, Page 670, Wake County Registry. (Affects Tract 2 only)

11. Easement to Town of Apex, a municipal corporation of the State of North Carolina recorded in Book 3134, Page 379, Wake County Registry. (Affects Tract 2 only)

12. Utility and Pipeline Easement to Town of Cary recorded in Book 3276, Page 72, Wake County Registry.

14. Utility and Pipeline Easement to Town of Cary recorded in Book 3280, Page 750, Wake County Registry.

15. Easement to Southern Bell Telephone and Telegraph Company recorded in Book 3819, Page 16, Wake County Registry. (Affects Tract 2 only)

16. Easement to Public Service Company of North Carolina, Inc. recorded in Book 4387, Page 863, Wake County Registry. (Affects Tract 1 only)

17. Easement to Carolina Power & Light Company recorded in Book 4889, Page 221, Wake County Registry.

18. Non-Exclusive Drainage Easement recorded in Book 4889, Page 228, Wake County Registry. (Affects Tract 2 only)

19. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Centerview Office Park, recorded in Book 11900, Page 1267; as amended by First Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Easements for Centerview Office Park recorded in Book 11910, Page 1411, with Assignment and Assumption of Developer's Rights recorded in Book 12305, Page 2160, Wake County Registry.

20. Drainage Easement Agreement recorded in Book 12305, Page 2136, Wake County Registry.

21. Sign Easement Agreement recorded in Book 12305, Page 2149, Wake County Registry. (Affects Tract 1 only)

22. Easement to BellSouth Telecommunications, Inc. recorded in Book 12662, Page 301, Wake County Registry. (Affects Tract 2 only)

23. Easement to Carolina Power & Light Company recorded in Book 12672, Page 350, Wake County Registry.

24. Easement to Carolina Power & Light Company recorded in Book 12672, Page 353, Wake County Registry.

25. Transit Easement to City of Raleigh recorded in Book 12707, Page 50, Wake County Registry. (Affects Tract 1 only)

26. Dedication of Public Access Easement to City of Raleigh recorded in Book 12707, Page 57, Wake County Registry. (Affects Tract 2 only)

27. Easement and Memorandum of Agreement to Time Warner Entertainment-Advance/Newhouse Partnership recorded in Book 12804, Page 2133, Wake County Registry.

28. Easement to Carolina Power & Light Company recorded in Book 4425, Page 311, Wake County Registry. (Affects Tract 2 only)

29. Rights of parties in possession as tenants only, under unrecorded leases(s) or rental agreement(s).

BOOK:016105 PAGE:01325 - 01331

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 Document Fee ☐ Additional Reference Fee

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11 # of Pages

WAKE COUNTY, NC 67
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/16/2015 10:25:57
STATE OF NC REAL ESTATE
EXCISE TAX: $1,250.00
BOOK:016152 PAGE:02087 - 02089

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: 1250.00 | Recording Time, Book and Page

Tax Map No. 0090099 | Parcel Identifier No.

Mail after recording to: Grantee: 4911 Waters Edge Drive, Ste. 200A, Raleigh, NC 27606

This instrument was prepared by: Angela D. Lassiter, Esq., 4909 Waters Edge Dr., Ste. 102, Raleigh, NC 27606

THIS DEED made this 12 day of September, **2015** by and between

GRANTOR

Teander Properties, LLC, a North Carolina Limited Liability Company
324 Mt. Eden Place
Cary, NC 27518

GRANTEE

Pasewicz Holdings, LLC, a North Carolina Limited Liability Company
4911 Waters Edge Drive, Ste. 200A
Raleigh, NC 27606

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 4B, Waters Edge Office Park, as shown on map recorded in Book of Maps 1974, Page 72, Wake County Registry, and Book of Maps 1974, Page 384, Wake County Registry.

TOGETHER WITH AND SUBJECT TO the rights and easements contained in the agreement dated October 7, 1974, between Brown Investment Company and Computer Management Corporation and recorded in Book 2276, Page 121, Wake County Registry, for the use of the parking areas and the common driveway, which parking areas and common driveway are shown on Book of Maps 1974, Page 384, Wake County Registry, which agreement modifies in part the agreement recorded in Book 2250, Page 599, Wake County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 14835, Page 0190, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1974, Page 72 and Plat Book 1974, Page 384, and referenced within this instrument.

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

This deed was prepared on information supplied by the parties hereto and no title examination was requested or performed by Attorney Angela Dawn Lassiter.

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. Covenants, Conditions and Restrictions of record, if any
2. Easements and Rights-of-way of record, if any
3. Ad valorem taxes for the current year

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.

Teander Properties, LLC _____ _____(SEAL)

By: Jeneal Teander _____ _____(SEAL)
Title: Jeneal Teander, Manager

By: _____ _____(SEAL)
Title: _____

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: Jeneal Teander, Manager of Teander Properties, LLC, Grantor.

Witness my hand and official stamp or seal, this the 12 day of September, 2015.

My Commission Expires: 1/2/2018 _____
Notary Public

Print Notary Name: AngelaDawnLassiter

Angela Dawn Lassiter
Notary Public
Randolph County
North Carolina
My Commission Expires 1/2/2018

BOOK:016152 PAGE:02087 - 02089

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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3 # of Pages K

WAKE COUNTY, NC 15
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/17/2015 08:59:29

BOOK:016153 PAGE:01831 - 01833

Excise Tax: $0 - Gift

Mail to: Brady, Morton, and Cobin, PLLC, Attn: Andrew J. Cobin, 4141 Park Lake Avenue, Ste. 130, Raleigh NC 27612
Prepared by: Andrew J. Cobin (without search)
Brief Description: 5512 Kaplan Dr Parcel ID# 0117679 / PIN # 0783461356

NORTH CAROLINA WARRANTY DEED

THIS DEED, made the 15th day of September, 2015, by and between:

FRED L. MYERS III and MARTHA W. MYERS, husband and wife, (hereinafter referred to as "Grantor") unto:

FRED L. MYERS III and MARTHA W. MYERS, Trustees, or their successor Trustee(s) of the FRED L. MYERS III AND MARTHA W. MYERS REVOCABLE TRUST dated the 15th day of September, 2015, (hereinafter referred to as "Grantee"), having an address of 415 Dixie Trail, Raleigh, Wake County, NC 27607.

W I T N E S S E T H:

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

BEING Lot 43
Athena Woods, Section 1, as recorded in
Book of Maps 1981, Page 109, Wake County Registry

The property described above was acquired by Grantor by instrument recorded in Book 3374, Page 577, 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 Grantor covenants with 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, and that Grantor will warrant and defend title against the lawful claims of all persons whomsoever except for the following:

1. Ad valorem taxes for 2015 and all subsequent years;
2. All utility easements of record that do not materially affect the value of the property conveyed herein, if any; and
3. All easements of record that benefit the property described herein, if any.
4. 50 Foot easement running across property as shown on recorded plat as set out by right-of-way recorded in Deed Book 530 at Page 362, Wake County Registry.
5. Restrictive Covenants recorded in Book 2908 at Page 693 as amended in Book 3000 at Page 24 and rerecorded in Book 3010 at Page 258.

The Trustee and successor Trustees shall have full power and authority to convey the whole or any part of 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 requirements of N.C.G.S. § 39-13.7 have been met and the property continues to be tenancy by the entireties property with the same immunity from creditors as tenancy by the entirety so long as title is held in the name of the Grantee trust, as if held individually by husband and wife, and for so long as the Grantors, being husband and wife, remain married.

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

_____ (SEAL)
FRED L. MYERS III

_____ (SEAL)
MARTHA W. MYERS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Andrew J. Cobin, a Notary Public for the County and State aforesaid, do hereby certify that FRED L. MYERS III and MARTHA W. MYERS, personally came before me and acknowledged that the execution of the foregoing instrument.

WITNESS my hand and official seal, this 15th day of September, 2015.

ANDREW J. COBIN NOTARY PUBLIC WAKE COUNTY, N.C. COMMISSION EXP. DEC. 09, 2017

_____
Andrew J. Cobin, Notary Public

My commission expires: December 9, 2017

BOOK:016153 PAGE:01831 - 01833

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 Document Fee ☐ Additional Reference Fee

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3 # of Pages

TL

WAKE COUNTY, NC 176
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/28/2015 13:10:39

BOOK:016164 PAGE:01327 - 01331

$0.00
Excise Tax

Recording Time, Book and Page

NORTH CAROLINA QUITCLAIM DEED

Tax Lot No. 120049
Parcel Identification No.

Mail after Recording to:
Grantee

Prepared By: Kilpatrick Gudeman

Brief Index Description: **Lot 24, Athena Woods**

THIS DEED made **09/_____/15**, by and between

GRANTOR	**GRANTEE**
Abul K Rafiuddin and spouse, Zakia Rafiuddin 2004-0000358, LLC	M Moazzem Hossain
11107 Sunset Hills Road #200 Reston, VA 20190	6220 Myra Road Raleigh, NC 27606

This 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 24, ATHENA WOODS Subdivision, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

Property _____includes or __X___does NOT include any Grantor's primary residence.

The property hereinabove described was acquired by Grantor by instrument in **Book 11513, Page 703.**

A map showing the above described property is recorded in Plat **Book 1981, Page 466.**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, together with all rights, title and interest, if any, of the Grantor.

And the Grantor conveys and QUIT-CLAIMS to Grantee all title that Grantor is seized of the premises.

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

1. Ad valorem taxes on herein described property.
2. Easements, restrictions and rights of way of record.
3. .

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 written above.

2004-0000358, LLC

_____
(Corporate Name)

By: _____
Martina Huff, Vice President for and on behalf of Guidance Holding Corporation, Sole Member and Manager of 2004-0000358, LLC, Solely Pursuant to the Terms and Conditions of the Co-Ownership Declining Balance Program

AR by mozzem Hosen (SEAL)
Abul K Rafiuddin his attorney in fact

_____(SEAL)

ZR by mozzem Hosen (SEAL)
Zakia Rafiuddin he attorney in fact

_____(SEAL)

STATE OF _____, COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

☐ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ____ **Martina Huff**

Witness my hand and official seal, this the _____ day of _____, 20___.

My commission expires:
_____

_____
Notary Public

[NOTARY SEAL]

_____
Print Name of Notary

STATE OF _____, COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

☐ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Witness my hand and official seal, this the _____ day of _____, 20___.

My commission expires:
_____

_____
Notary Public

[NOTARY SEAL]

_____
Print Name of Notary

STATE OF NORTH CAROLINA, COUNTY OF WAKE SS:

I, Jay M Gudeman, A Notary Public for said County and State, do hereby certify that M Moazzem Hossain, attorney in fact for Abul K Rafiuddin, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of the said Abul K Rafiuddin, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Wake, State of North Carolina, on the 28 day of Sept, 2015, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.. I do further certify that the said M Moazzem Hossain acknowledged the due execution of the foregoing instrument for the purposes therein expressed for an in behalf of the said Abul K Rafiuddin. Witness my hand and official seal, this the 25 day of September, 2015.

My Commission Expires: 7/8/19

Notary Public

JAY M. GUDEMAN NOTARY PUBLIC WAKE COUNTY, NC

STATE OF NORTH CAROLINA, COUNTY OF WAKE SS:

I, Jay M Gudeman, A Notary Public for said County and State, do hereby certify that M Moazzem Hossain, attorney in fact for Zakia Rafiuddin, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of the said Zakia Rafiuddin, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Wake, State of North Carolina, on the 28 day of Sept, 2015, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.. I do further certify that the said M Moazzem Hossain acknowledged the due execution of the foregoing instrument for the purposes therein expressed for an in behalf of the said Zakia Rafiuddin. Witness my hand and official seal, this the 25 day of September, 2015.

My Commission Expires: 7/8/19

Notary Public

JAY M. GUDEMAN NOTARY PUBLIC WAKE COUNTY, NC

Property _____includes or ___X___does NOT include any Grantor's primary residence.

The property hereinabove described was acquired by Grantor by instrument in **Book 11513, Page 703.**

A map showing the above described property is recorded in Plat **Book 1981, Page 466.**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, together with all rights, title and interest, if any, of the Grantor.

And the Grantor conveys and QUIT-CLAIMS to Grantee all title that Grantor is seized of the premises.

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

1. Ad valorem taxes on herein described property.
2. Easements, restrictions and rights of way of record.
3. .

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 written above.

2004-0000358, LLC
(Corporate Name)

By: _____
Martina Huff, Vice President for and on behalf of Guidance Holding Corporation, Sole Member and Manager of 2004-0000358, LLC, Solely Pursuant to the Terms and Conditions of the Co-Ownership Declining Balance Program

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF Virginia, COUNTY OF Fairfax

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

☒ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ____ Martina Huff _

Witness my hand and official seal, this the 23rd day of September, 2015.

My commission expires:
4-30-2018

Notary Public

Ae Kyung Yong
Print Name of Notary

[NOTARY SEAL]

Ae Kyung Yong
Commonwealth of Virginia
Notary Public
Commission No. 7352775
My Commission Expires 4/30/2018

STATE OF _____, COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

☐ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Witness my hand and official seal, this the _____ day of _____, 20___.

My commission expires:
_____

_____
Notary Public

_____
Print Name of Notary

[NOTARY SEAL]

BK016164PG01331

BOOK:016164 PAGE:01327 - 01331

WAKE
COUNTY
NORTH CAROLINA

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

5 # of Pages

D

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10-26-2015 AT 16:17:37

BOOK: 016193 PAGE: 00568 - 00571

Excise Tax: $ **0.00**

Real Estate ID No: **0031871**

Prepared without title examination or tax advice by:

Morris, Russell, Eagle & Worley, PLLC (GGR)
2235 Gateway Access Point, Suite 201
Raleigh, NC 27607

After Recording: Mail to Grantee

Brief Description for the Index: The Reserve at Magnolia Ridge -- 101 Harlon Drive, Cary, NC

NORTH CAROLINA QUITCLAM DEED

THIS DEED is made effective and delivered this 20th day of October, 2015, by and between:

GRANTOR	**GRANTEE**
GQ CARY BROOK LLC, a Delaware limited liability company whose mailing address is: c/o Greystone QV Holdings LLC 152 W. 57th Street, 60th Floor New York, NY 10019	STERLING RESERVE AT MAGNOLIA RIDGE, LLC, a North Carolina limited liability company whose mailing address is: 3900 Edison Lakes Parkway, Suite 201 Mishawaka, IN 46545

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 a valuable consideration paid by the Grantee, the sufficiency and 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 real property, lying and being in the City of Cary, Wake County, North Carolina, and being more particularly described as follows (the "Property"):

NCS-746929

Submitted electronically by "First American - Indy NCS"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 15582, Page 720, 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 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.

IN WITNESS WHEREOF, Grantor has executed this deed, or if a legal entity, has caused this deed to be executed by its duly authorized official, the day and year first above written.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 19th day of October, 2015 and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

GQ CARY BROOK LLC

By: _____
Name: Allison Berman
Title: Vice President

STATE OF New York
COUNTY OF New York

I, a Notary Public, certify that Allison Berman, as Vice President of GQ CARY BROOK LLC, (principal) personally came before me this day and acknowledged, being authorized to do so, the voluntary due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 19th day of October, 2015.

_____
Notary Public
Printed Name: _____
My Commission Expires: _____

[Notary Stamp/Seal]

DAVID WITT
Notary Public, State of New York
No. 01WI6064809
Qualified in Queens County
Commission Expires October 1, 2017

EXHIBIT A
TO QUITCLAIM DEED

Legal Description of the Real Property

Commencing at the centerline intersection of Nottingham Drive and Donaldson Drive; thence North 78°14'01" East 216.02 feet; thence North 78°51'56" East 11.81 feet to the Point of Beginning, an existing iron pipe, also Having North Carolina State Plane Coordinates: N:751,817.21' -and- E: 2,111,219.56 Thence, N 46° 30' 21" W for a distance of 495.37 feet to a point; Thence, N 43° 27' 26" E for a distance of 1879.45 feet to a point in the centerline of Walnut Creek; thence with the meanders of said creek in a generally northwest direction the following 13 calls:

Thence North 46° 38' 05" East 21.44 feet;

thence, North 29° 49' 40" West 48.50 feet;

thence, North 40° 31' 43" West 101.48 feet;

thence, North 87° 18' 21" West 97.77 feet;

thence North 38° 18' 57" West 51.04 feet;

thence, North 56° 19' 03" West 45.01 feet;

thence, North 86° 25' 14" West 92.37 feet;

thence, North 81° 39' 10" West 37.02 feet;

thence, North 04° 22' 04" East 29.57 feet;

thence, North 36° 48' 27" East 54.67 feet;

thence, North 29° 15' 58" West 13.31 feet;

thence, North 56° 13' 04" West 36.56 feet;

thence, North 37° 31' 43" East 44.21 feet;

Thence, S 86° 06' 06" E for a distance of 536.60 feet to a point;

Thence, S 86° 01' 33" E for a distance of 78.37 feet to a point;

Thence, S 46° 42' 31" E for a distance of 590.80 feet to a point;

Thence, S 03° 25' 08" W for a distance of 57.74 feet to a point;

Thence, S 87° 41' 18" W for a distance of 419.99 feet to a point;

Thence, S 08° 20' 57" E for a distance of 254.91 feet to a point;

Thence, S 07° 11' 29" E for a distance of 120.06 feet to a point;

Thence, S 81° 35' 26" W for a distance of 323.87 feet to a point;

Thence, S 08° 26' 48" E for a distance of 63.50 feet to a point;

Thence, S 81° 29' 47" W for a distance of 149.80 feet to a point;

Thence, S 08° 26' 52" E for a distance of 115.06 feet to a point;

thence S 81° 31' 10" W a distance of 299.83 feet to a point;

Thence, S 08° 33' 24" E for a distance of 398.92 feet to a point;

Thence, S 02° 37' 03" W for a distance of 502.57 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 05° 34' 06", having a radius of 322.67 feet, and whose long chord bears N 83° 37' 05" W for a distance of 31.35 feet to a point of intersection with a non-tangential line. Thence, N 80° 40' 54" W for a distance of 268.02 feet to the beginning intersection with a non-tangential line of a non-tangential curve, Said curve turning to the left through an angle of 20° 23' 38", having a radius of 386.06 feet, and whose long chord bears S 89° 00' 52" W for a distance of 136.69 feet to a point of intersection with a non-tangential line. Thence, S 78° 50' 36" W for a distance of 128.52 feet to the Point of Beginning, Containing 1,335,865 square feet –and- 30.67 acres of land, and being the same property described in Schedule A of First American Title Insurance Company Title Commitment No. 746929 dated October 14, 2015.

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12-18-2015 AT 12:57:55
STATE OF NC REAL ESTATE
EXCISE TAX: $2,000.00
BOOK: 016244 PAGE: 00440 - 00444

Prepared by
and Return to: Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, IL 60606
Attn: Brett A. Feinberg

Parcel Nos 0773-81-3058

STATE OF NORTH CAROLINA

Excise Stamps: $2,000.00

COUNTY OF WAKE

No Title Search Performed By, Opinion Given By or Closing Conducted By Preparer

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 17 day of December, 2015 by and between PFRS Crossroads Land Corp., a Michigan corporation, having an address of c/o American Realty Advisors, 801 North Brand Blvd., Suite 800, Glendale, California 91203 ("Grantor"), and PHG Crossroads, LLC, a North Carolina limited liability company ("Grantee"), having an address of 1255 Crescent Green, Cary, North Carolina 27518. 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 present does grant, bargain, sell and convey unto 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 incorporated herein by reference (the "Property").

The Property was acquired by Grantor by instrument recorded in Book 13074 at page 2124 of the Wake County Public Registry.

A map or plat of the Property is recorded in Book of Maps 2001 at Page 1295 of the Wake County Public Registry.

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

AND GRANTOR covenants with 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 exceptions set forth on Exhibit B attached hereto and incorporated herein by reference.

Submitted electronically by "The Pryzwansky Law Firm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PFRS Crossroads Land Corp., a Michigan corporation

By: _____
Name: ~~Scott~~ Darling
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Los Angeles)

On Dec 14, 2015, before me, Carol Perez, Notary Public, personally appeared Scott Darling, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CAROL PEREZ
Commission # 2019839
Notary Public - California
Los Angeles County
My Comm. Expires Apr 14, 2017

This area for official notarial seal

Exhibit A

LEGAL DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE COUNTY OF WAKE, CARY, NORTH CAROLINA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing at NC Geodetic Survey monument "JOFRANK", said point having North Carolina NAD 83 State Plane Coordinates of N= 731,185.37' and E= 2,079,597.72', thence S 27° 07' 53" E for a distance of 13.37 feet to and existing iron pipe, said point being the point and place of BEGINNING; thence with the Apartments at Crossroads LLC S 42° 59' 45" W for a distance of 419.31 feet to an existing iron pipe; thence continuing with the Apartments at Crossroads LLC S 57° 57' 14" W for a distance of 98.24 feet to an existing cotton spindle; thence with the easterly right of way of Crossroads Boulevard N 26° 16' 16" W for a distance of 59.74 feet to an existing iron pipe; thence continuing with the easterly right of way of Crossroads Boulevard along a curve turning to the left through an angle of 07° 18' 02", having a radius of 1466.89 feet, and whose long chord bears N 27° 50' 42" W for a distance of 186.78 feet to an existing iron pipe; thence with the line of Cary Properties LLC N 48° 38' 46" E for a distance of 434.13 feet to an existing iron pipe; thence with the right of way of Interstate Highway 40 along a curve turning to the left through 03° 25' 3", having a radius of 2994.78 feet, and whose long chord bears S 46° 29' 32" E for a distance of 178.59 feet to an existing iron pipe; thence continuing with the right of way of Interstate Highway 40 along a curve turning to the left through 00° 50' 10", having a radius of 2491.82 feet, and whose long chord bears S 49° 07' 50" E for a distance of 36.36 feet to an existing iron pipe, said point being the point and place of BEGINNING, containing 2.564 acres, according to survey by W. Robert Murphy, PLS L-4677.

Exhibit B

PERMITTED EXCEPTIONS

1. Taxes for the year 2015, a lien not yet due and payable, and all subsequent years.

2. Terms, provisions, covenants, conditions, easements and restrictions as provided in Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 6742, Page 196; as supplemented by Supplementary Declaration of Easements, Covenants and Restrictions for Crossroads Park recorded in Book 7896, Page 713; and amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 9418, Page 1264; and further amended by Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 11915, Page 1926; and Appointment of Successor Declarant under Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 11423, Page 107; and Assignment of Declarant's Rights under Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 13074, Page 2161, Wake County Registry.

3. Permits to Carolina Power and Light Company recorded in Book 936, Page 73, Book 978, Page 308 and Book 616, Page 341, Wake County Registry.

4. Easement to Carolina Power and Light Company recorded in Book 2968, Page 455 and Book 1134, Page 289, Wake County Registry.

5. Permit to Southern Bell Telephone and Telegraph Company recorded in Book 1290, Page 309, Wake County Registry.

6. Easements to Carolina Power & Light Company recorded in Book 616, Page 341 and Book 1214, Page 604, Wake County Registry.

7. Declaration of Easements and Restriction recorded in Book 11915, Page 1931, and First Amendment to Declaration of Easements and Restrictions recorded in Book 14541, Page 2060, Wake County Registry.

8. Access to subject property from U.S. Interstate 40 is controlled by State of North Carolina pursuant to Consent Judgements recorded in Book 2903, Page 488, and Book 2738, Page 570, both Wake County Registry.

9. 100' Undisturbed Highway buffer recorded in Book of Maps 2001, Page 1295, Wake County Registry.

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02-09-2016 AT 10:37:59

BOOK: 016288 PAGE: 00179 - 00181

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: $-0-

REID No.: See Exhibit "A" attached

Mail/Return to: Grantee
Prepared by: Nicholls & Crampton, PA (WSA)

NOTE: PREPARER DID NOT ACT AS SETTLEMENT AGENT IN CONNECTION WITH THE SUBJECT CONVEYANCE; AND, THIS DEED WAS PREPARED USING THE LEGAL DESCRIPTION PROVIDED BY GRANTOR AND WITHOUT TITLE EXAMINATION, TAX ADVICE OR OPINION AS TO THE PROPERTY'S TITLE

Brief description for the Index: Lots 17 & 48, Athena Woods; Lots 1 and 4, Kaplan Sq. and Lot 2, Falcon Ridge; WCR

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

GRANTORS	GRANTEE
JAMES P. DOWD and CHRISTI A. DOWD, Co-Trustees, UTD December 16, 1999 3 Raven Rock Lane Richmond, VA 23229	**J & M NC RESIDENTIAL PROPERTIES, LLC, a NC Limited Liability Company** 3 Raven Rock Lane Richmond, VA 23229

The designation of "Grantors" and "Grantee" shall include said parties and their heirs, successor and assigns, and shall include the singular, plural, masculine, feminine or neuter, as required by the context.

WITNESSETH, that Grantors, for a valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does grant, bargain, and convey unto Grantee, in fee simple, all of Grantors right, title and interest in those certain lots or parcels of real property (hereinafter the "Real Property"), located in City of Raleigh, Raleigh Township, Wake County, North Carolina, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Submitted electronically by Nicholls and Crampton Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

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

The Real Property is not the primary residence of Grantors.

Grantors make no warranties, expressed or implied as to Grantors' title to the Real Property.

The Grantors' interest in the Real Property was acquired by Grantors by deed recorded: Tract 1, Book 8629, Page 2311; Tract 2, Book 8629, Page 2317; Tract 3 and 4, Book 8629, Page 2314; and Tract 5, Book 10249, Page 1291, respectively, Wake County Registry.

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

James P. Dowd, Co-Trustee, UTD, December 16, 1999

Christi A. Dowd, Co-Trustee, UTD, December 16, 1999

STATE OF VIRGINIA, COUNTY OF Chesterfield

I, a Notary Public of the County and State aforesaid, certify that the following persons personally appeared before me this day, and acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James P. Dowd and Christi A. Dowd, Co-Trustees, UTD, December 16, 1999.

Date: 1-28-2016

Notary's Official Signature

(Official Seal)

Janice K. Cadmus
Commonwealth of Virginia
Notary Public
Commission No. 114728
My Commission Expires 11/30/2017

Janice K. Cadmus

Notary's Printed/Typed Name, Notary Public

My commission expires: 11-30-2017.

-2-

EXHIBIT "A"

TRACT 1: BEING all of Lot 17, as shown on plat of Athena Woods, Section Two as shown on plat recorded in Book of Maps 1981, Page 466, Wake County Registry, to which plat reference is hereby made for a more particular description of same. REID #0120042, 5637 Thea Lane, Raleigh, NC 27606

TRACT 2: BEING all of Lot 48 of Athena Woods, Section One, as shown on plat recorded in Book of Maps 1981, Page 660, Wake County Registry to which plat reference is hereby made for a more particular description of same. REID#0117684, 1100 Athens Drive, Raleigh, NC 27606

TRACT 3: BEING all of Lot 4, Block B, Kaplan Square Townhouses, as shown on plat recorded in Book of Maps 1984, Page 257, Wake County Registry to which plat reference is hereby made for a more particular description of same. REID# 0132139, 1434 Kent Road, Raleigh, NC 27606

TRACT 4: BEING all of Lot 1, Block A, Kaplan Square Townhouses, as shown on plat recorded in Book of Maps 1984, Page 257, Wake County Registry to which plat reference is hereby made for a more particular description of same. REID#0132144, 1404 Kent Road, Raleigh, NC 27606.

TRACT 5: BEING all of Lot 2, Block 7, Falcon Ridge Townhouses, Phase 1, as shown on plat recorded in Book of Maps 1985, Page 300, Wake County Registry to which plat reference is hereby made for a more particular description of same. REID#0141020, 1923 Gorman Street, Raleigh, NC 27606.

WAKE COUNTY, NC 108
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/16/2016 12:36:17
STATE OF NC REAL ESTATE
EXCISE TAX: $6,004.00
BOOK:016293 PAGE:00619 - 00623

Prepared by and Return to: Charles E. Nichols, Jr., Nichols Law PA, 4441 Six Forks Road, Suite 106-146, Raleigh, NC 27609

The property being conveyed is the result of the foreclosure of a loan and does not include the primary residence of a grantor.

Property Address: 2006 Piney Plains Road and 0 Stephens Road, Cary, NC 27518

Stamps: $6,004.00
Parcel IDs: 0025786 and 0365882

NORTH CAROLINA

WAKE COUNTY

TRUSTEE'S DEED OF CONVEYANCE

This Deed, made this 16th day of February, 2016, by and between Charles E. Nichols, Jr., Substitute Trustee in the Deed of Trust hereinafter mentioned, of Wake County, North Carolina, "Grantor", and John Trevor Colvin, collectively, "Grantee" and "Colvin", whose address is 194 Finley Golf Course Road, #100, Chapel Hill, NC 27517.

WITNESSETH:

WHEREAS, on the 13th day of May, 2014, John D. McConnell, Jr. executed and delivered unto Moore & Alphin, PLLC, as Trustee, a certain deed of trust which was duly recorded on the 13th day of May, 2014 in Book 15657, Page 1520, Wake County Registry ("Deed of Trust"); and

WHEREAS, the indebtedness secured by said Deed of Trust being overdue and unpaid, and the holder of the indebtedness having called upon the Grantor, who was substituted as Substitute Trustee by instrument recorded in Book 15898, Page 2633, Wake County Registry, to foreclose said Deed of Trust, the Grantor, after filing a Notice of Hearing on Foreclosure of Deed of Trust on February 19, 2015; after holding a Hearing on March 13, 2015 before the Clerk of Superior Court of Wake County, North Carolina, at which time a Findings and Order was entered by said Clerk allowing the foreclosure sale; and after due advertisement as required by law and the terms of the Deed of Trust, offered said property for sale on November 6th, 2015 at 10:00 a.m. at the courthouse door of the Wake County Courthouse in Raleigh, North

Carolina when and where Colvin became the last and highest bidder at the price of $3,002,000.00;

WHEREAS, a Report of Sale was made to the Clerk of Superior Court on the 6th day of November, 2015, and said bid remained open for more than ten (10) days and no further advance bid was made. Reference is made to the Special Proceeding filed in the Office of the Clerk of Superior Court of Wake County, North Carolina under File Number 15-SP-489.

NOW, THEREFORE, the Grantor, in consideration of the sum of $3,002,000.00 to him in hand paid, has bargained and sold, and by these presents does bargain, sell and convey unto Grantee, its successors and assigns, that certain property located in Wake County, North Carolina, and more particularly described as follows:

See Exhibit A attached hereto.

TO HAVE AND TO HOLD the said lands and premises, together with all privileges and appurtenances as thereunto belonging unto the said Grantee, its successors and assigns, forever, in as full and ample manner, as Grantor, Substitute Trustee, is authorized and empowered to convey the same, subject however, to the following:

Any and all applicable zoning and/or land use regulations, statutes or ordinances; restrictions of record, if any; 2016 ad valorem taxes and all back taxes or assessments; utility easements of record for service to subject property; and, any and all prior liens and other matters of record.

[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor, Substitute Trustee of the aforementioned Deed of Trust, and Grantee have hereunto set their hands and affixed their seals the day and year first above written.

_____(SEAL)
Charles E. Nichols, Jr., Substitute Trustee

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: [Insert name of person signing document here] Charles E. Nichols, Jr.

Date: 2/16/16

Notary Public: _____
Printed Name: Amanda S. Miller
My Commission Expires: 8/30/2016

AMANDA S. MILLER
NOTARY PUBLIC
JOHNSTON COUNTY, N.C.
My Commission Expires August 30, 2016

EXHIBIT A

Tract 1:
Beginning at a point at the intersection of the northern margin of the Right of Way of Stephens Road (SR 1316) and the western margin of the Right of Way of Piney Plains Road (SR 1423), running thence along the northern margin of Stephens Road South 78°48'40" West 141.34 feet to a point; thence South 79°49'57" West 49.24 feet to a point; thence South 81°00'57" West 98.44 feet to a point; thence South 82°44'05" West 99.46 feet to a point; thence South 82°43'37" West 100.01 feet to a point; thence South 80°35'35" West 51.02 feet to a point; thence South 78°19'59" West 42.40 feet to a point; thence leaving said right of way and running North 15°14'55" East 865.41 feet to an existing iron pipe, thence South 47°35'13" East 714.87 feet to a new iron pipe on the western margin of the right of way of Piney Plains Road; thence with said right of way South 35°32'58" West 55.24 feet to a point; thence South 35°38'33" West 99.33 feet to a point; thence South 34°57'50" West 101.54 feet to a point; thence South 33°23'54" West 51.72 feet to a point; thence South 31°18'42" West 8.20 feet to the point and place of beginning containing 7.852 acres more or less as shown on that survey prepared by Kenneth Close, Inc. on October 2, 2003.

Tract 2:
BEGINNING at an iron pipe set at N.C.G.S. coordinates N=730,596.421 and E=2,072,878.901, said pipe also being South 58°05'22" West 13.50 feet from a right of way monument found in the southeastern right of way of US 1 & 64, and from said point of beginning runs thence South 47°35'13" East 861.57 feet to an iron pipe found disturbed in a 135' CP&L Easement as shown on CP&L Drawing No. RW-D-3576, Sheet 9, dated October 1973 and last revised June 1, 1985; runs thence South 15°14'55" West 23.91 feet to an iron pipe set in the northeastern corner of Lot 1 as shown in Plat Book 1999, Page 2097, Wake County Registry, said lot now or formerly owned by Rodney A. Keller; runs thence along the center of the CP&L Easement and the northern property line of Rodney A. Keller South 58°44'34" West 277.53 feet to an iron pipe set; runs thence down a drainage the following courses and distances North 52°22'04" West 39.50 feet; North 56°19'19" West 32.24 feet; North 82°13'17" West 13.34 feet; North 54°02'16" West 43.69 feet; South 87°04'38" West 9.30 feet; South 57°13'12" West 44.91 feet; South 20°46'57" West 10.70 feet; South 13°35'04" East 7.82 feet; South 61°29'17" West 13.61 feet; North 75°28'05" West 19.84 feet; North 88°30'43" West 15.06 feet; North 38°22'05" West 22.26 feet; South 81°12'14" West 11.25 feet; North 82°45'58" West 35.74 feet; North 49°20'58" West 11.05 feet; South 85°21'26" West 40.94 feet; South 72°11'55" West 29.76 feet; North 59°24'51" West 18.53 feet; South 82°59'18" West 10.22 feet; North 50°31'28" West 32.97 feet; North 66° 27'25" West 43.56 feet; North 15°50'38" West 17.36 feet; North 68°37'00" West 109.04 feet; South 74°47'16" West 16.41 feet; South 83°11'43" West 14.67 feet; North 49°11'02" West 18.29 feet; and North 76°37'24" West 2.51 feet to an iron pipe set in a sanitary sewer easement as shown on the plat recorded in Book of Maps 1195, Page 872; runs thence North 02°19'13" East 491.13 feet to an iron pipe found in the southeastern right of way of US 1 & 64; runs thence North 58°05'22" East 202.42 feet along the southern margin of the right of way of US 1 & 64 to the point and place of BEGINNING, being a tract containing approximately 9 acres and the westerly portion of Lot 3 as shown on that Survey entitled "Recombination Map for Wimberly Associates & Keller Property at Stephens Road" prepared by Kenneth Close, Inc. Land Surveyors dated October 2, 2003.

BOOK:016293 PAGE:00619 - 00623

WAKE COUNTY
NORTH CAROLINA

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 AU

WAKE COUNTY, NC 91
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/01/2016 12:59:51

BOOK:016339 PAGE:00604 - 00607

Prepared By:
John Zachary Bagwell
2602 Wayland Drive
Raleigh, North Carolina 27608

After Recording Return To:
John Zachary Bagwell
2602 Wayland Drive
Raleigh, North Carolina 27608

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

On April 01, 2016 THE GRANTOR(S),

- John Zachary Bagwell and Stephanie Lyndell Walker, a married couple

for and in consideration of: One Dollar ($1.00) and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Bagwell Investments, LLC, John Zachary Bagwell, Owner/Operator residing at 2602 Wayland Drive, Raleigh, Wake County, North Carolina 27608

the following described real estate, situated in Raleigh, in the County of Wake, State of North Carolina:

Legal Description: LO26 ATHENA WOODS SE2 BM1981-00466

A map showing the property is recorded in Plat Book 1981, Page 466, Wake County.

Derivation: This property was acquired by the Grantor by a North Carolina Special Warranty Deed, dated October 29, 2014 and recorded with the Wake recorder, in Book 15822, Page 1921, Wake County.

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any

part thereof.

This is a land transfer between a LLC and its members and therefore is exempt from state taxes.

Tax Parcel Number: PIN # 0783350669

Mail Tax Statements To:
John Zachary Bagwell
2602 Wayland Drive
Raleigh, North Carolina 27608

[SIGNATURE PAGE FOLLOWS]

Grantor Signatures:

DATED: 4/1/16

John Zachary Bagwell
2602 Wayland Drive
Raleigh, North Carolina
27608

DATED: 4/1/16

Stephanie Lyndell Walker
2602 Wayland Drive
Raleigh, North Carolina
27608

STATE OF NORTH CAROLINA, COUNTY OF WAKE, ss:

On this 1st day of April 2016, before me, Zachary Bagwell, Stephanie L. Walker, personally appeared John Zachary Bagwell and Stephanie Lyndell Walker, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Catherine Lewis Green
Notary Public

FSR (SEAL) Notary
Title (and Rank)

My commission expires 02-25-2017

CATHERINE LEWIS GREEN NOTARY PUBLIC WAKE COUNTY, N.C.

BOOK:016339 PAGE:00604 - 00607

WAKE COUNTY
NORTH CAROLINA

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

4 # of Pages

WAKE COUNTY, NC 113
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/14/2016 14:25:24

BOOK:016351 PAGE:01829 - 01833

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: $0.0

Parcel Identifier No. Part of 403076, 403077 & 403078 Verified by _____ County on the ____ day of _____, 20____

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Grantor (JAB)

Brief description for the Index: Lot 1, Capital Center

THIS DEED made this 14th day of April, 2016, by and between

GRANTOR:	GRANTEE:
CAPITAL CENTER CONDOMINIUM OWNERS ASSOCIATION, INC., a non-profit corporation 5310 S. Alston Ave. Ste. 210 Durham, NC 27713	TCDC PARTNERSHIP, LLC, a Delaware limited liability company 5310 S. Alston Ave. Ste. 210 Durham, NC 27713

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

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

None of the property herein conveyed includes 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.

The Grantor makes no warranty, express or implied, as to the title to the property hereinabove described.

Remainder of page intentionally left blank.

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

CAPITAL CENTER CONDOMINIUM
OWNERS ASSOCIATION, INC.,
a North Carolina non-profit corporation

BY: _____
Anthony H. Dilweg, President

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, the undersigned, a Notary Public of Wake County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

☒ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____

☐ A credible witness has sworn to the identity of the principal(s);

acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Anthony H. Dilweg, President.

Date: April 14, 2016 Nicole Matthews

NICOLE MATTHEWS, Notary Public
(print name)

(official seal) NICOLE MATTHEWS Notary Public Wake County NORTH CAROLINA

My commission expires: 12-6-19

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

Exhibit A

Legal Description

Being all of New Lot 1, containing 6.74 acres, more or less, as shown on that plat entitled "Capital Center Business Park Subdivision, Right of Way, Easement & Tree Conservation Area Plat" prepared by The John R. McAdams Company, Inc. dated March 17, 2015, having Project No. DIL-14000, and recorded at Book of Maps 2016 Pages 553-558 Wake County Registry.

BOOK:016351 PAGE:01829 - 01833

WAKE COUNTY
NORTH CAROLINA

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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

5 # of Pages

WAKE COUNTY, NC 114
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/14/2016 14:25:24

BOOK:016351 PAGE:01834 - 01838

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: $0.0

Parcel Identifier No. Parcel # 403076, 403077 Verified by _____ County on the ____ day of _____, 20 & 403078

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Grantor (JAB)

Brief description for the Index: Lots 2 and 3, Capital Center

THIS DEED made this 14th day of April, 2016, by and between

GRANTOR:	GRANTEE:
CAPITAL CENTER CONDOMINIUM OWNERS ASSOCIATION, INC., a non-profit corporation	HD CAPITAL CENTER LAND, LLC, a North Carolina limited liability company
5310 S. Alston Ave. Ste. 210 Durham, NC 27713	5310 S. Alston Ave. Ste. 210 Durham, NC 27713

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

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

None of the property herein conveyed includes 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.

The Grantor makes no warranty, express or implied, as to the title to the property hereinabove described.

Remainder of page intentionally left blank.

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

CAPITAL CENTER CONDOMINIUM
OWNERS ASSOCIATION, INC.,
a North Carolina non-profit corporation

BY:_____
Anthony H. Dilweg, President

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, the undersigned, a Notary Public of Wake County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

☒ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____

☐ A credible witness has sworn to the identity of the principal(s);

acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Anthony H. Dilweg, President.

Date: April 14, 2016 Nicole Matthews

NICOLE MATTHEWS, Notary Public
(print name)

(official seal) NICOLE MATTHEWS Notary Public Wake County NORTH CAROLINA

My commission expires: 12-6-19

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

Exhibit A

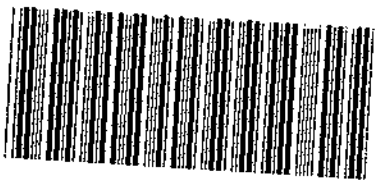
Legal Description

Tract 1:

Being all of New Lot 2, containing 3.49 acres, more or less, as shown on that plat entitled "Capital Center Business Park Subdivision, Right of Way, Easement & Tree Conservation Area Plat" prepared by The John R. McAdams Company, Inc. dated March 17, 2016, having Project No. DIL-14000, and recorded at Book of Maps 2016 Pages 553-558, Wake County Registry.

Tract 2:

Being all of New Lot 3, containing 7.18 acres, more or less, as shown on that plat entitled "Capital Center Business Park Subdivision, Right of Way, Easement & Tree Conservation Area Plat" prepared by The John R. McAdams Company, Inc. dated March 17, 2016 having Project No. DIL-14000, and recorded at Book of Maps 2016 Pages 553-558, Wake County Registry.



BOOK:016351 PAGE:01834 - 01838

WAKE COUNTY
NORTH CAROLINA

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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

5 # of Pages

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04-18-2016 AT 13:01:12
STATE OF NC REAL ESTATE
EXCISE TAX: $356.00
BOOK: 016355 PAGE: 00789 - 00791

Prepared by: Christopher Mann, Law Office of Christopher Mann
Return to: Grantee

N.C. Excise Tax - $356.00

Parcel Id: 0061397 Brief Description for Index: Lots 52-55, Fairview Hills

NORTH CAROLINA

GENERAL WARRANTY DEED

WAKE COUNTY

This deed, made and entered into this 18th day of April, 2016, by and between:

Grantor	Grantee
Earl Clarence Bassett, IV and Martha Warren Bassett, a married couple	**Ashraf Mousa Bahour and Huda Saleh Abed Alhameed, a married couple** **425 Jones Franklin Road** **Raleigh, NC 27606**

This property was ___ was not X the Grantor's primary residence.

WITNESSETH:

That said Grantor, for and in consideration of valuable consideration paid to Grantor, the receipt of which is hereby acknowledged, 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, and more particularly described as follows:

See attached Exhibit A

The property described above was acquired by Grantor by instrument recorded in Book 14321, Page 2546, Wake County Registry.

Submitted electronically by Christopher Mann Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

To have and hold the aforesaid tract or parcel of land and all privileges thereunto belonging in fee simple forever.

And Grantor covenants with 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 described above is subject to ad valorem taxes for the current year and easements and restrictive covenants of record, if any.

The designation Grantor and Grantee as used herein shall include the parties hereto, their heirs, successors, assigns and legal and/or personal representatives.

In Testimony Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

_____ (SEAL)
Earl Clarence Bassett, IV

_____ (SEAL)
Martha Warren Bassett

NORTH CAROLINA
WAKE COUNTY

I, Christopher Mann, Notary Public of said County, do hereby certify that Earl Clarence Bassett, IV and Martha Warren Bassett, Grantors, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 day of April, 2016.

_____
NOTARY PUBLIC

My commission expires: 5/12/2020

CHRISTOPHER MANN NOTARY PUBLIC WAKE COUNTY, N. C.

EXHIBIT A

LEGAL DESCRIPTION

Property Address: 425 Jones Franklin Road, Raleigh, NC 27606
REID: 0061397 PIN#: 0783275067

That certain piece, parcel or tract of land lying, being and situated in Meredith Township, Wake County, North Carolina, and being located on the easterly side of Franklin Road and more particularly bounded and described as follows:

BEGINNING at a point, an old pipe, said pipe being located at the Southwestern corner of Lot 51 of Fairview Hills as shown on map recorded in Book of Maps 1945, page 92, Wake County Registry, said beginning point likewise being a distance of 1525 feet, more or less, south of Jones Avenue, and being in the eastern line of Franklin Road (50 feet wide); runs thence along the dividing line between lots 51 and 52 of Fairview Hills South 84 degrees 5 minutes East 173.8 feet to an old pipe, the southeastern corner of Lot 51, Fairview Hills; thence South 8 degrees and 30 minutes West, 101.1 feet to an iron stake; thence South 84 degrees 20 minutes East, 139.7 feet to an iron stake; thence South 9 degrees 15 minutes West, 290.9 feet to an iron stake; thence North 84 degrees 20 minutes West, 125.5 feet to an iron stake; thence North 8 degrees 15 minutes East 158.9 feet to an iron stake; thence North 84 degrees 5 minutes West 184.3 feet to a point in the eastern line of Franklin Road; thence along the eastern line of Franklin Road North 9 degrees 15 minutes East 228.6 feet to the point or place of BEGINNING, the northern portion of said property consists of Lots 52, 53, 54 and 55 according to said map of Fairview Hills.

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05-19-2016 AT 15:40:04

BOOK: 016390 PAGE: 02101 - 02103

Mail after recording to:
Research Title
1912 Liberty Road
Eldersburg, MD 21784

This Instrument prepared by: PC Law Associates (no title examination), 11610 North Community House Road, Suite 200, Charlotte, NC 28277

Brief Description for the Index: Lot 40, Block E, Extensions to Hillsdale Forest Subdivision

Parcel ID #: 0773105147 File No.: RT-3002

Excise Tax: $0.00

NORTH CAROLINA QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this 16th day of MAY, in the year 2016, by and between:

GRANTOR(S)	GRANTEE(S)
KAREN M. TAYLOR, an unmarried woman, who acquired title as a separated woman **Mailing Address:** 1315 Bloomingdale Drive Cary, NC 27511	**KAREN M. TAYLOR**, an unmarried woman **Mailing Address:** 1315 Bloomingdale Drive 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 content.

WITNESSETH, that the grantors, for no consideration, have granted, bargained, remised and released and by these presents do grant, bargain, remise and forever quitclaim into the Grantee and his heirs and assigns all right, title, claim, and interest of the said grantors in and to a certain tract or parcel of land lying and being in the **County of Wake, and State of North Carolina**, and more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

Commonly Known As: 1315 Bloomingdale Drive, Cary, NC 27511

Submitted electronically by "Research Title Company"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

Grantor(s) acquired the property hereinabove described, by deed dated May 3, 2012 and recorded May 7, 2012 in Book 014756, Page 01626 of official records.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges thereunto to the said grantee and his heirs and assigns, free and discharged from all right, title, claim, or interest of the said grantors or anyone claiming by, and through or under them.

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

1. 2016 ad valorem taxes for which Grantee hereby assumes and agrees to pay.
2. Easements and restrictions of public record as of the date hereof.

This property ✓ is/or ____ is not the principal residence of the Grantor(s).

IN TESTIMONY WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Karen M Taylor
KAREN M. TAYLOR

STATE OF NC

COUNTY OF WAKE

I, Michael G. Newell a Notary Public of said State and County aforesaid, do hereby certify that grantor(s), **KAREN M. TAYLOR**, personally appeared before me this day, and (i) I have personal knowledge of the identity of the person(s) or (ii) I have seen satisfactory evidence of the grantor(s) identity, by current state or federal identification with the grantor(s) photograph in the form of a NC DRIVERS LICENSE or (iii) a credible witness has sworn to the identity of the grantor(s) each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.
Witness my hand and official seal or stamp, this 16th day of MAY, in the year 20 16.

(seal or stamp)
Michael G. Newell
Notary Public
Wake County, NC
My Commission Expires
12/14/2016

Michael G. Newell
Notary Public Official Signature

MICHAEL G. NEWELL
Notary Printed or Typed Name

My Commission Expires: 12/14/2016

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Cary, County of Wake, State of North Carolina, described as follows:

Being all of Lot 40, Block E, Extensions to Hillsdale Forest Subdivision, Section Eight, as shown on a map recorded in Book of Maps 1976, Page 176, Wake County Registry.

Being all of that certain property conveyed to KAREN M. TAYLOR, a separated woman, from KEVIN M. TAYLOR, a separated man, by deed dated May 3, 2012, and recorded May 7, 2012, in Book 014756, Page 01626 of official records.

Commonly known as: 1315 Bloomingdale Drive, Cary, NC 27511

Parcel ID: 0773105147

The preparer of this document has been engaged solely for the purpose of preparing this instrument, has prepared the instrument only from the information given and has not been requested to provide, nor has the preparer provided an examination of the legal description, an opinion on title or advice on the tax, legal or non-legal consequences of that may arise as a result of the conveyance, nor has the preparer verified the accuracy of the amount of consideration stated to have been paid or upon which any tax may have been collected.

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06-17-2016 AT 13:03:09
STATE OF NC REAL ESTATE
EXCISE TAX: $350.00
BOOK: 016424 PAGE: 01486 - 01489

Submitted electronically by AW Morris Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 350.00

Parcel Identifier No. 0000656 Verified by _____ County on the ____ day of _____, 20___
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: AW Morris Law, PLLC, 207 W. Millbrook Road, Ste. 105, Raleigh, NC 27609

Brief description for the Index: LOT 8, LLOYDS LITTLE ACRES

THIS DEED made this 17th day of June, 2016, by and between

GRANTOR	GRANTEE
OSSAMA SALIB, UNMARRIED 5300 CARDINAL GROVE BLVD. RALEIGH, NC 27616	ZAS PROPERTIES LLC **MAILING ADDRESS:** 203 WOLFSBANE DRIVE APEX, NC 27549

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, parcel of land or condominium unit situated in the City of RALEIGH, _____ Township, WAKE County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A

Parcel ID: 0000656 Property Address: 5211 DENISE DRIVE, RALEIGH, NC 27606

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15272 page 1827.
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 2005 page 144.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013
Printed by Agreement with the NC Bar Association – 1981

This standard form has been approved by:
North Carolina Bar Association – NC Bar Form No. 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:
Current year taxes and subsequent years not yet due and payable; Covenants, Easements and Restrictions of Record.

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

Ossama Salib By Hanaa Erian Askander His Attorney in Fact (SEAL)
(Entity Name)

By: _____

Print/Type Name & Title: _____

Print/Type Name: OSSAMA SALIB, By Hanaa Erian Askander, His Attorney in Fact (SEAL)

Print/Type Name: _____ (SEAL)

By: _____
Print/Type Name & Title: _____

Print/Type Name: _____ (SEAL)

By: _____
Print/Type Name & Title: _____

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 OSSAMA SALIB, 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 17th day of June, 20 16.

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 _____ 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: _____
(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 _____ 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

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013
Printed by Agreement with the NC Bar Association – 1981

This standard form has been approved by:
North Carolina Bar Association – NC Bar Form No. 3

ACKNOWLEDGMENT BY ATTORNEY IN FACT

State of North Carolina
County of Wake

I, **Angela W. Morris** , a Notary Public for Wake County, North Carolina, do hereby certify that **HANAA ERIAN ASKANDAR**, attorney in fact for **OSSAMA SALIB**, personally appeared before me this day, and being by me duly sworn, says that **HANAA ERIAN ASKANDAR** executed the foregoing and annexed instrument for and in behalf of the said **OSSAMA SALIB**, and that **HER** authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of **WAKE**, State of North Carolina, on the **16** day of **DECEMBER**, 2011, in Book **14580**, Page **705** and that this instrument was executed under and by virtue of the authority given by said instrument granting **HER** power of attorney. I do further certify that the said **HANAA ERIAN ASKANDAR** acknowledged the due execution of the foregoing and annexed instrument for the purposed therein expressed for and in behalf of the said **OSSAMA SALIB**.

Witness my hand and official seal, this the **16** day of **June**, 2016.

(Official Seal)

ANGELA W. MORRIS NOTARY PUBLIC WAKE COUNTY, NC

Angela W. Morris, **Notary Public**

My commission expires: August 1, 2019

Exhibit A

BEING all of Lot 8, as shown on the map entitled "Lot Number 5 and the eastern part of Lot Number 6, Lloyds Little Acres (D.B. 9548, Pg. 963) and Lots Number 7, 8 & a portion of Lot Number 6; Lloyds Little Acres (D.B. 1536, Page 37) into Lot Number 5 and lot Number 8, Lloyd's Little Acres", drafted John Y. Phelps, Jr., Professional Surveyor, which map is recorded in Book of Maps 2005, Page 144, Wake County Registry.

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07-20-2016 AT 16:07:17
STATE OF NC REAL ESTATE
EXCISE TAX: $580.00
BOOK: 016463 PAGE: 00696 - 00697

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $580.00

Parcel Identifier No. 0104287 Verified by ___ County on the ___ day of_____, 20_____
By:_____

Mail/Box to: GRANTEE
This instrument was prepared by: Brownlee Whitlow Praet & File, PLLC
Brief description for the Index: Lot 43, Block E, Hillside Forest Subdivision, Section 9

THIS DEED made this 20th day of July 2016, by and between

GRANTOR	GRANTEE
Victory Contracting, LLC **11809 Edgewater Court** **Raleigh, NC 27614**	**Nathan Wiltzuis and wife, Martina Wiltzuis** **1321 Bloomingdale Drive** **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 the Cary Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 43, Block E, Hillside Forest Subdivision, Section 9, as shown on plat recorded in Book of Maps 1978, Page 23, Wake County Registry.

Together with improvements located thereon; said property is commonly known as 1321 Bloomingdale Drive, Cary, Nc 27511.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 16342, page 0263, Wake County Registry.

All or a portion of the property herein conveyed __ includes or _X_ 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:

Submitted electronically by "Brownlee Whitlow Praet & File, PLLC"
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, the Grantor has duly executed the foregoing as of the day and year first above written.

Victory Contracting, LLC

_____, MGR (SEAL)
Print/Type Name: Greg Ferguson
Title: Managing Partner

State of North Carolina - County of WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that Greg Ferguson personally came before me this day and acknowledged that he is the Managing Partner of Victory Contracting, LLC, a North Carolina limited liability company, 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 20th day of July 2016.

My Commission Expires: April 14, 2017

BRIAN J. REGISTER
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires April 14, 2017

_____
Notary Public

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

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08-30-2016 AT 12:44:50

BOOK: 016512 PAGE: 01891 - 01895

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $0.00

Parcel Identifier No. 0773742716 and 0773753019 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Stam Law Firm, PLLC, (Box 185)

This instrument was prepared by: Stam Law Firm, PLLC

Brief description for the Index: 8.76 acre tract and 0.75 acre tract

THIS DEED made this 29th day of August, 2016, by and between

GRANTOR	GRANTEE
Crossroads Campus, Inc. **A North Carolina non-profit corporation**	**Greater Raleigh Area Christian Education, Inc.** **a North Carolina non-profit corporation**
1101 Buck Jones Road **Raleigh, NC 27606**	**801 Buck Jones Road** **Raleigh, NC 27606**

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

See the attached Exhibit A which is incorporated herein by reference.

Submitted electronically by "Stam Law Firm, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

NC Bar Association FormNo. 6 © 1/1/2010
Printed by Agreement with the NC Bar Association

The property hereinabove described was acquired by Grantor by instrument recorded in Book 13481 page 1112 and Book 14623, Page 1977, Wake County Registry.

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

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. Exhibit B which is incorporated herein by reference.

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

Crossroads Campus, Inc. (Entity Name) _____ (SEAL)

By: Palmer Williams School Print/Type Name: _____

Print/Type Name & Title: Palmer Williams School, Treasurer _____ (SEAL)

Print/Type Name: _____

By: _____ (SEAL)

Print/Type Name & Title: _____ Print/Type Name: _____

By: _____ (SEAL)

Print/Type Name & Title: _____ Print/Type Name: _____

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County of Wake and State aforesaid, certify that Palmer Williams School personally came before me this day and acknowledged that he is the Treasurer of CROSSROADS CAMPUS, INC., a North Carolina non-profit corporation, 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 29 day of August, 2016.

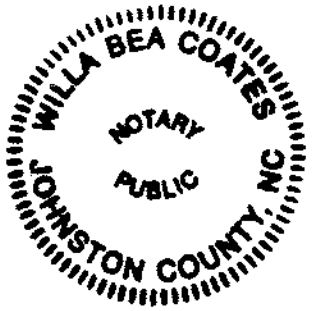
My Commission Expires: April 8, 2019

(Affix Seal)

Willa Bea Coates

Willa Bea Coates Notary Public

Notary's Printed or Typed Name



NC Bar Association Form No.6 © 1/1/2010
Printed by Agreement with the NC Bar Association

Exhibit A
Chicago Title Insurance Company
Owner Affidavit and Indemnity Agreement for
Crossroads Campus, Inc.

Lying and being situate in Wake County, North Carolina, and more particularly described as follows:

Tract I

BEGINNING at an existing iron pipe in the southwestern margin of the controlled access right-of-way of U.S. Highway 64 & 1, control corner NC Grid Coordinates N 734932.88 E 2077507.32; thence from said point of beginning, South 36 degrees 41 minutes 37 seconds East 55.09 feet to an existing concrete marker in said right-of-way; thence South 17 degrees 33 minutes 58 seconds East 355.75 feet to an iron pipe set in said right-of-way, corner with property of (now or formerly) David J. Martin (Deed Book 2204, Page 73); thence leaving said right-of-way, along and with the line of David J. Martin South 54 degrees 50 minutes 19 seconds West 96.90 feet to an iron pipe set in Martin's line; thence South 65 degrees 42 minutes 19 seconds West 197.18 feet to an iron pipe set in Martin's lines; thence along and with the centerline of a paved road North 89 degrees 08 minutes 14 seconds West 498.05 feet to a stake in the centerline of said paved road at the intersection of said road with the east side of the right-of-way of Buck Jones Road; thence North 11 degrees 49 minutes 35 seconds East 224.21 feet to an iron pipe set; thence along and with a curve in a northerly direction having a radius of 2,496.47, a distance of 523.85 feet to iron pipe set; thence North 52 degrees 59 minutes 23 seconds East 110.30 feet to an iron pipe set, corner of property of (now or formerly) David J. Martin, Deed Book 1626, Page 459; thence South 38 degrees 27 minutes 43 seconds East 346.18 feet to an existing iron pipe, corner of property of said David J. Martin; thence North 89 degrees 52 minutes 46 seconds East 107.12 feet to an existing iron pipe, POINT AND PLACE OF BEGINNING, being 8.7589 acres, more or less, as shown on Boundary Survey for Crossroads Ford, Inc., prepared by Bass, Nixon & Kennedy, Inc., dated February 10, 1994.

Tract II

BEGINNING at an iron pipe with Grid coordinates N=734,932.88, E=2,077,507.32; thence with the eastern right-of-way of Interstate 440 nearly along and with a 4 foot chain link fence South 36 degrees 47 minutes 38 seconds East 216.99 feet to a concrete monument; thence South 41 degrees 57 minutes 13 seconds East 194.04 feet to a concrete monument; thence with the northern right-of-way of Buck Jones Road North 53 degrees 02 minutes 17 seconds East 78.54 feet to an iron pipe; thence with the line (now or formerly) DID, Inc. as shown on Book of Maps 1994, page 1911, Wake County Registry, North 38 degrees 27 minutes 43 seconds West 346.18 feet to an iron pipe; thence South 89 degrees 52 minutes 46 seconds West 107.12 feet to the point and place of BEGINNING, containing 0.747 acres, more or less, and shown on a "Survey for: David J. Martin" by Leonard H. Sullivan, Jr., dated November 20, 1997.

The above-described tract is subject to a permanent drainage easement along Buck Jones Road as shown on said survey.

Said Tracts I and II above also being the same property described as follows:

Lying and being in the Town of Cary, County of Wake, State of North Carolina and being more particularly described as follows:

Beginning at an existing iron pipe in the eastern margin of Buck Jones Road, said iron pipe being the southwestern corner of Tract I as described above and the southwestern corner of the herein described tract, and the northwestern corner of property now or formerly owned by David J. Martin (DB 2204 Pg 73), thence from

said POINT OF BEGINNING and with the eastern margin of Buck Jones Road the following four (4) courses and distances:

(1) North 11 degrees 49 minutes 35 seconds East 224.21 feet to an existing iron pipe;
(2) Along a curve having a radius of 2,496.47 feet, an arc length of 523.37 feet and a chord bearing and distance of North 17 degrees 49 minutes 59 seconds East 522.41 feet to an existing iron pipe;
(3) North 52 degrees 56 minutes 01 seconds East 110.19 feet to an existing iron pipe; and
(4) North 53 degrees 04 minutes 46 seconds East 78.48 feet to a concrete monument in the southern margin of Interstate 40;

Thence cornering and with the southern and western margin of Interstate 40 the following four (4) courses and distances:

(1) South 42 degrees 01 minutes 03 seconds East 193.92 feet to a concrete monument;
(2) South 36 degrees 52 minutes 54 seconds East 216.95 feet to an existing iron pipe;
(3) South 36 degrees 50 minutes 13 seconds East 55.11 feet to an existing iron pipe; and
(4) South 17 degrees 33 minutes 07 seconds East 355.74 feet to an existing iron pipe;

Thence cornering and with the common line of property now or formerly owned by David J. Martin (DB 1443 PG 112 and DB 2204 PG 73) the following three (3) courses and distances:

(1) South 54 degrees 50 minutes 19 seconds West 96.90 feet to an existing iron pipe;
(2) South 65 degrees 42 minutes 19 seconds West 197.18 feet to an existing iron pipe; and
(3) North 89 degrees 08 minutes 14 seconds West 498.05 feet to an existing iron pipe; and being

THE POINT OF BEGINNING and containing a total of 9.5023 acres, more or less, as shown on that survey entitled "Boundary Survey for Hope Community Church of Cary, Inc." prepared by Edmund H. Davenport of Bass, Nixon & Kennedy, Inc., dated May 14, 2007 and having Job Number 0710800R.

Exhibit B

Permitted Exceptions

The following exceptions apply to both Tract 1 and Tract 2:

1. Taxes or assessments for the year 2016, and subsequent years, not yet due or payable.

2. Permanent Drainage Easement, twenty (20') foot water line easement to the Town of Cary, other easements, setback lines and any other matters shown on plat recorded in Book of Maps 1994, Page 1911, Wake County Registry.

The following exceptions apply to Tract 1 only:

3. Right(s) of Way to Carolina Power and Light Company recorded in Book 6283, Page 47, Wake County Registry.

4. Easement(s) to Carolina Power and Light Company recorded in Book 2127, Page 511; Book 2302, Page 700; Book 2605, Page 413, all Wake County Registry.

5. Rights of others in and to the portion of that paved road lying within the property.

The following exceptions apply to Tract 2 only:

6. Permanent Drainage Easement recorded in Book 9812, Page 1528, Wake County Registry.

7. Utilities and Pipeline Easement to the Town of Cary recorded in Book 3330, Page 655, Wake County Registry.

8. Easement(s) to Carolina Power and Light Company recorded in Book 2178, Page 53, Wake County Registry.

9. Judgment for the benefit of the Board of Transportation recorded in Book 2738, Page 895, Wake County Registry.

WAKE COUNTY, NC 104
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/07/2016 13:16:32

BOOK:016522 PAGE:01391 - 01398

NORTH CAROLINA QUITCLAIM DEED

Excise Tax: $0.00

Wake County PIN Number: 0773521527

Prepared by:
Frederick B. Tyler, Jr., Esq.
Waffle House, Inc.
5986 Financial Drive
Norcross, Georgia 30071
(as counsel to Grantee only)

Return to:
First American Title Insurance Company
Six Concourse Parkway
Suite 2000
Atlanta, Georgia 30328
Attn: Kim Aaron

THIS DEED, made this the 25th day of August, 2016, by and between

GRANTOR:

WALTER MONTGOMERY CART, JR. as Trustee of the **WALTER MONTGOMERY CART, JR. REVOCABLE TRUST AGREEMENT** dated February 15, 2008, whose mailing address is: 17110 Giles Road, Amelia, VA, as to a twenty-five percent (25%) undivided interest in the Property described below, and

ALFRED R. CART, and wife **ROBERTA H. CART,** whose mailing address is: 186 Smoky Mountain Trail, Saluda, NC 28773, as to a twenty-five percent (25%) undivided interest in the Property described below, and

LUCILE C. BOYLE, f/k/a **LUCILE M. CART,** II, and husband **ROBERT G. BOYLE,** whose mailing address is: whose mailing address is: 1317 Cambridge Lane, Columbia, SC 29204, as to a twenty-five percent (25%) undivided interest in the Property described below, and

EMILY C. COCHRAN, and husband **HARRY STUART CARTER COCHRAN,** whose mailing address is: 120 Church Street, Staunton, VA 24401, as to a twenty-five percent (25%) undivided interest in the Property described below.

(all of the aforesaid individually and collectively,
jointly and severally being hereinafter referred to as **Grantor**)

and

GRANTEE:

WAFFLE HOUSE, INC., a Georgia corporation, whose address is:
5986 Financial Drive, Norcross, Georgia 30071
(hereinafter referred to as **Grantee**)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quitclaim to Grantee, and Grantee's successors and assigns forever, all Grantor's right, title and interest, if any, in the following described land, situate, lying and being in the City of Cary, Cary Township, Wake County, North Carolina, and being more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof for all purposes (the "Released Premises")

TO HAVE AND TO HOLD the Released Premises to Grantee, Grantee's successors and assigns forever; so that neither Grantor nor any other person in Grantor's name and behalf shall or will in the future claim or demand any right or title to the Release Premises, or any part of them; but they and every one of them shall, by these presents, be excluded and forever barred.

[Signatures of Grantor begin on the following page.]

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

GRANTOR:
(as to a twenty-five percent (25%) undivided interest)

Walter Montgomery Cart, Jr. Revocable Trust Agreement dated February 15, 2008

By: Walter Montgomery Cart, Jr. Trustee (SEAL)
WALTER MONTGOMERY CART, JR. as Trustee of the Walter Montgomery Cart, Jr. Revocable Trust Agreement dated February 15, 2008

State of Va

County of Powhatan

I, a Notary Public of the County and State aforesaid, certify that **WALTER MONTGOMERY CART, JR.** as Trustee of the Walter Montgomery Cart, Jr. Revocable Trust Agreement dated February 15, 2008, personally appeared before me this day, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp this 22 day of AUG 2016, 2016

Stephanie G. Stowell
Notary Public

Notary's Printed or Typed Name: Stephanie G Stowell

My Commission Expires: 10-31-17

[AFFIX OFFICIAL NOTARIALSEAL/STAMP]

STEPHANIE G. STOWELL
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #368288
My Commission Expires 10-31-17

[Signatures of Grantor continued on following page]

GRANTOR:
(as to a twenty-five percent (25%) undivided interest)

_____(SEAL)
ALFRED R. CART

_____(SEAL)
ROBERTA H. CART

State of NC

County of Polk

I, a Notary Public of the County and State aforesaid, certify that **ALFRED R. CART** and **ROBERTA H. CART**, personally appeared before me this day, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp this 23rd day of August, 2016

_____
Notary Public

Notary's Printed or Typed Name: Robin N Bradley

My Commission Expires: 10-28-17

[AFFIX OFFICIAL NOTARIAL SEAL/STAMP]

[Signatures of Grantor continued on following page]

GRANTOR:
(as to a twenty-five percent (25%) undivided interest)

Lucile C. Boyle (SEAL)
LUCILE C. BOYLE

Robert G. Boyle (SEAL)
ROBERT G. BOYLE

State of Richland

County of SC

I, a Notary Public of the County and State aforesaid, certify that **LUCILE C. BOYLE** and **ROBERT G. BOYLE**, personally appeared before me this day, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp this 22 day of August 2016, 2016

Whitney A. Edwards
Notary Public

Notary's Printed or Typed Name: Whitney A. Edwards

My Commission Expires: 10-15-24

WHITNEY A. EDWARDS NOTARY PUBLIC Exp. October 15, 2024 SOUTH CAROLINA

[AFFIX OFFICIAL NOTARIAL SEAL/STAMP]

[Signatures of Grantor continued on following page]

GRANTOR:
(as to a twenty-five percent (25%) undivided interest)

Emily C Cochran (SEAL)
EMILY C. COCHRAN

Harry Carter Stuart Cochran (SEAL)
HARRY STUART CARTER COCHRAN

State of Virginia
City ~~County~~ of Staunton

I, a Notary Public of the County and State aforesaid, certify that **EMILY C. COCHRAN** and **HARRY STUART CARTER COCHRAN**, personally appeared before me this day, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp this 22nd day of August, 2016

Carolyn C. Robinson
Notary Public

Notary's Printed or Typed Name: Carolyn C. Robinson

My Commission Expires: 12/31/2017

[AFFIX OFFICIAL NOTARIAL SEAL/STAMP]

CAROLYN C. ROBINSON NOTARY PUBLIC MY COMMISSION NUMBER 365964 COMMONWEALTH OF VIRGINIA

[End of signatures of Grantor]

EXHIBIT "A"

BEING ALL OF THOSE PARCELS OF LAND LYING AND BEING SITUATED IN THE CITY OF CARY, CARY TOWNSHIP, COUNTY OF WAKE, STATE OF NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT I:
BEGINNING AT AN EXISTING PK NAIL FOUND IN THE SOUTH-WEST CORNER OF SUBJECT PROPERTY, SAID POINT BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA GRID COORDINATES (NAD 83/2011 2010.00 EPOCH) OF N=732,602.56 FEET AND E=2,075,008.11 FEET (U.S. SURVEY FEET); THENCE FROM THE POINT OF BEGINNING NORTH 26° 02' 37" EAST, A DISTANCE OF 86.82 FEET TO A POINT; THENCE SOUTH 55° 00' 24" EAST, A DISTANCE OF 236.61 FEET TO A 1" IRON PIPE FOUND; THENCE SOUTH 45° 48' 49" W, A DISTANCE OF 93.65 FEET TO A 1" IRON PIPE FOUND; THENCE NORTH 53° 16' 29" W, A DISTANCE OF 205.62 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 0.451 ACRES (19,653.4 FT²).

TRACT II:
COMMENCING AT AN EXISTING PK NAIL FOUND IN THE SOUTH-WEST CORNER OF SUBJECT PROPERTY, SAID POINT HAVING NORTH CAROLINA GRID COORDINATES (NAD 83/2011 2010.00 EPOCH) OF N=732,602.56 FEET AND E=2,075,008.11 FEET (U.S. SURVEY FEET); THENCE FROM THE POINT OF COMMENCEMENT NORTH 26° 02' 37" EAST, A DISTANCE OF 86.82 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 26° 02' 37" EAST, A DISTANCE OF 127.93 FEET TO A POINT;THENCE ALONG AND WITH THE RIGHT-OF-WAY OF WALNUT STREET ALONG A CIRCULAR CURVE RIGHT 2.01 FEET, SAID CURVE HAVING A RADIUS OF 754.59 FEET AND CHORD OF SOUTH 63° 37' 59" EAST, A DISTANCE OF 2.01 FEET TO A POINT; THENCE SOUTH 26° 02' 37"WEST, A DISTANCE OF 128.24 FEET TO A POINT; THENCE NORTH 55° 00' 24" WEST, A DISTANCE OF 2.01FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 0.006 ACRES (256.8 FT²).

TOGETHER WITH, 25 FEET RIGHT-OF-WAY AND EASEMENT FOR THE PURPOSE OF EGRESS, INGRESS, AND REGRESS

COMMENCING AT AN EXISTING PK NAIL FOUND IN THE SOUTH-WEST CORNER OF SUBJECT PROPERTY, SAID POINT HAVING NORTH CAROLINA GRID COORDINATES (NAD 83/2011 2010.00 EPOCH) OF N=732,602.56 FEET AND E=2,075,008.11 FEET (U.S. SURVEY FEET); THENCE FROM THE POINT OF COMMENCEMENT NORTH 26° 02' 37" EAST, A DISTANCE OF 86.82 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 26° 02' 37" EAST, A DISTANCE OF 127.93 FEET TO A POINT;THENCE ALONG AND WITH THE RIGHT-OF-WAY OF WALNUT STREET ALONG A CIRCULAR CURVE RIGHT 25 FEET, SAID CURVE HAVING A RADIUS OF 754.59 FEET AND CHORD OF SOUTH 63° 20' 58" EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 26° 02' 37"WEST, A DISTANCE OF 131.61 FEET TO A POINT; THENCE NORTH 55° 00' 24" WEST, A DISTANCE OF 25.31 FEET TO THE POINT AND PLACE OF BEGINNING.

BOOK:016522 PAGE:01391 - 01398

WAKE COUNTY
NORTH CAROLINA

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

8 # of Pages

TE

WAKE COUNTY, NC 53
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/02/2016 12:23:52
STATE OF NC REAL ESTATE
EXCISE TAX: $810.00
BOOK:016591 PAGE:01412 - 01415

Excise Tax $810.00

Parcel ID# 0090303

Prepared By: Timothy J Colgan, Attorney
111 Brooks Avenue
Raleigh, NC 27607

Return To: GRANTEE @ 2836 Claremont Road, Raleigh, NC 27608

Brief Description for Index:
Lot 2, Lake Shore Office Park, BM 1980-796

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed made this 14th day of October, 2016, by and between **Jerry M Turner** and wife, **Mary M Turner** ("Grantor") and **Lake Johnson 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.

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

Being all of Lot 2 as shown on map entitled "Lake Shore Office Park", recorded in Book of Maps 1974, Page 470, Wake County Registry and re-recorded in Book of Maps 1980, Page 796, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7134, Page 611, and Book 2287, Page 334, 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.

All or a portion of the property conveyed ____ includes or __x__ does not include the primary residence of the Grantor.

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 for 2017 and after

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

_____ (SEAL) _____ (SEAL)
Jerry M Turner Mary M Turner

STATE OF FLORIDA

COUNTY OF Palm Beach

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) Jerry M Turner, personally appeared before me this day, and I have seen satisfactory evidence of the principal's identity by (choose one) [x] a current state or federal identification with the principal's photograph in the form of a driver's license, or [ ] I have personal knowledge of the identity of the principals, or [ ] a credible witness has sworn to the identity of the principals, each acknowledging to me that he and/or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated. This the 14th day of October, 2016.

Commission Expiration: 6/13/18

_____
Notary Public

Jason R. Westfort
Notary Public
State of Florida
My Commission Expires 06/13/2018
Commission No. FF 132345

STATE OF Florida

COUNTY OF Palm Beach

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) Mary M Turner, personally appeared before me this day, and I have seen satisfactory evidence of the principal's identity by (choose one) [x] a current state or federal identification with the principal's photograph in the form of a driver's license, or [ ] I have personal knowledge of the identity of the principals, or [ ] a credible witness has sworn to the identity of the principals, each acknowledging to me that he and/or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated. This the 14th day of October, 2016.

Commission Expiration: 6/13/18

Notary Public

Jason R. Westfort
Notary Public
State of Florida
My Commission Expires 06/13/2018
Commission No. FF 132345

BOOK:016591 PAGE:01412 - 01415

WAKE COUNTY
NORTH CAROLINA

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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

1 # of Time Stamps Needed

This Document

4 # of Pages

F

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11-28-2016 AT 11:14:31
STATE OF NC REAL ESTATE
EXCISE TAX: $346.00
BOOK: 016616 PAGE: 00750 - 00751

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $346

Parcel Identifier No. 0198727 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: McCullers, Whitaker & Hamer, PLLC, 216 Highway 70 West, Garner, NC 27529

This instrument was prepared by: McCullers, Whitaker & Hamer, PLLC, 216 Highway 70 West, Garner, NC 27529

Brief description for the Index: LOT 72, 73, & 74, Fairview Hills

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

GRANTOR	GRANTEE
John Hostetter and wife Joan Hostetter	Scott Thomas Miller and wife Katherine Hayden Miller 410 Jones Franklin Road Raleigh, NC 27606

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

EXHIBIT A

Being all of Lot 72, 73 & 74, Fairview Hills subdivision, as depicted in Book of Maps 1993, page 1149, Wake County Registry.
Parcel ID: 0198727
Property Address: 410 Jones Franklin Road, Raleigh, NC 27606

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15011 page 1913.
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 1993 page 1149.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013
Printed by Agreement with the NC Bar Association – 1981

This standard form has been approved by:
North Carolina Bar Association – NC Bar Form No. 3

Submitted electronically by "McCullers, Whitaker & Hamer, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

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)	_____ (SEAL)
By: _____	Print/Type Name: John Hostetter
Print/Type Name & Title: _____	_____ (SEAL)
	Print/Type Name: Joan Hostetter
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____
By: _____	_____ (SEAL)
Print/Type Name & Title: _____	Print/Type Name: _____

JOSHUA M. WHITAKER NOTARY PUBLIC WAKE COUNTY, N.C.

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 John Hostetter and wife, Joan Hostetter 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 28 day of Nov, 2016

My Commission Expires: 10 Nov 2018
(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 _____ 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: _____
(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 _____ 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

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013
Printed by Agreement with the NC Bar Association – 1981

This standard form has been approved by:
North Carolina Bar Association – NC Bar Form No. 3

WAKE COUNTY, NC 84
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/15/2016 11:26:47
STATE OF NC REAL ESTATE
EXCISE TAX: $1,302.00
BOOK:016638 PAGE:00417 - 00421

mail to:
Gene Davis Law Group, PLLC
615 Oberlin Rd. Ste. 40
Ral, NC 27605

Prepared by: TIN: 0052709 Excise Tax: $1,302.00

June L. Basden, Esq.
Carruthers & Roth, P.A.
P. O. Box 540
Greensboro, NC 27402
(without title examination)

STATE OF NORTH CAROLINA

SUBSTITUTE TRUSTEE'S DEED

COUNTY OF WAKE

Cross index with Deed of Trust recorded in Book 10028, Page 1091

THIS SUBSTITUTE TRUSTEE'S DEED is made as of the 15th day of December, 2016, by **GERALD A. JEUTTER, JR.** ("Grantor"), as substitute trustee under that certain Real Estate Deed of Trust, dated February 28, 2003, recorded in Book 10028, Page 1091 in the office of the Register of Deeds of Wake County, NC, executed by Piney Plains Office Partners to Robert T. Braswell, as trustee for Carolina Bank, as such Real Estate Deed of Trust was assigned by Carolina Bank to Phantom KSA, LLC pursuant to that certain Assignment of Deed of Trust, dated September 25, 2014, recorded in Book 15799, page 1959 in the office of the Register of Deeds of Wake County, NC ("Deed of Trust"), by virtue of that certain Substitution of Trustee, dated August 26, 2016, recorded in Book 16520, Page 1422 in the Office of the Register of Deeds of Wake County, NC, in favor of **PINEY PLAINS 2016, LLC**, a North Carolina limited liability company ("Grantee"), having a mailing address of 15 Cypress Point Dr, Pinehurst, NC 28374. 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 Property (as hereinafter defined) is not the principal residence of the Grantor.

WITNESSETH:

THAT, WHEREAS, on October 10, 2016, the Clerk of Superior Court of Wake County, NC signed a certain Order Authorizing Foreclosure Sale (the "Order") in that certain foreclosure proceeding (Special Proceeding No. 16 SP 2534) captioned "In the Matter of the Foreclosure of the Deed of Trust from Piney Plains Office Partners, Grantor, to Gerald A. Jeutter, Substitute Trustee for Phantom KSA, LLC, Beneficiary, recorded in Book 10028, Page 1091 in the Office of the Register of Deeds of Wake County, NC" (the "Foreclosure Proceeding"); and

WHEREAS, pursuant to the Order, Grantor offered the Property for sale at public auction on November 7, 2016, in accordance with the terms, conditions and provisions of that certain Notice of Substitute Trustee's Foreclosure Sale of Real Property, dated October 10, 2016, and John D. McConnell, Jr. was the last and highest bidder at said public auction; and

WHEREAS, the following Notices of Upset Bid Notice to Trustee or Mortgagee were filed in the Foreclosure Proceeding:

(a) Notice of Upset Bid Notice to Trustee or Mortgagee filed on November 22, 2016 by Robert Christopher "Chris" Dillon in the amount of $620,000.00; and

(b) Notice of Upset Bid Notice to Trustee or Mortgagee filed on November 23, 2016 by Grantee in the amount of $651,000.00; and

WHEREAS, pursuant to such Notices of Upset Bid Notice to Trustee or Mortgagee, Grantee was the last and highest bidder.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, pursuant to the Deed of Trust described in the Foreclosure Proceeding, the aforementioned Order and the laws of the State of North Carolina, has bargained and sold and by these presents does hereby bargain, sell, grant, and convey unto Grantee, its successors and assigns, that certain parcel of land, lying and being in Wake County, NC, being more particularly described on **Exhibit A** attached hereto (the "Property").

The Property is being conveyed "AS IS, WHERE IS". Neither the Grantor nor the holder of the note secured by the deed of trust which was foreclosed, nor the officers, directors, attorneys, employees, agents, or authorized representatives of either the Grantor or the holder of the note make any representation or warranty relating to any physical, environmental, health or safety conditions existing in, on, at or relating to the above-described property, and any and all responsibilities or liabilities arising out of or in any way relating to such condition expressly are disclaimed.

TO HAVE AND TO HOLD the Property, together with all privileges and appurtenances thereto belonging, unto Grantee, its successors and assigns, forever, in as full and ample manner as Grantor in his capacity as substitute trustee is authorized and empowered to convey the same.

The Property is conveyed subject to all liens, encumbrances, unpaid taxes, matters of survey, restrictions, leases and easements of record and assessments, unpaid assessments, and other matters of record, if any, which, in each case may exist and be senior and superior to the lien of the Deed of Trust which is the subject of the Foreclosure Proceeding pursuant to applicable law.

IN WITNESS WHEREOF, Grantor, as substitute trustee under the Deed of Trust, has executed and delivered this Substitute Trustee's Deed as of the day and year first above written.

GRANTOR:

Jerry A. Substitute Trustee
Gerald A. Jeutter, Jr., Substitute Trustee

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: Gerald A. Jeutter, Jr.

Date: December 15, 2016

Rodney Eugene Davis
Print Name: Rodney Eugene Davis, Jr.
Notary Public
My Commission expires: 8/1/2020

(Official Seal)

RODNEY EUGENE DAVIS JR.
Notary Public
Wake
County
My Comm. Exp.
08-01-2020
NORTH CAROLINA

EXHIBIT A

Legal Description

BEGINNING at a point in the western 60 foot right-of-way line of Piney Plains Road S.R. 1423, said point being a monument having N.C. Grid Coordinates of N=729,880.943 and E=2,074,269.680; runs thence and continuing along said right-of-way line South 35° 58' 56" West 282.13 feet to an existing iron pipe; runs thence and continuing South 53° 39' 17" West 243.52 feet to an existing iron pipe in the centerline of Old Piney Plains Road; runs thence along the southern property line of Lot 121 of the Sallie A. Marcom property as shown on the map by Clotus Carven, Civil Engineer, made in July 1953 and the same being recorded in Book of Maps 1954 at Page 23 of the Wake County Registry, North 47° 36' 39" West 1728.59 feet to a new iron pipe; runs thence along the southeastern right-of-way line of U.S. Highway No. 1 and Highway No. 64 North 58° 05' 02" East 14.26 feet to a concrete monument; runs thence and continuing along said right-of-way line North 69° 16' 09" East 366.08 feet to a concrete monument; runs thence and continuing along said right-of-way line North 62° 38' 54" East 13.99 feet to an existing iron pipe; runs thence along the northern property line of Lot 123 and Lot 113 of the Sallie A. Marcom property as recorded in Book of Maps 1954 at Page 23 of the Wake County Registry, South 54° 38' 54" East 1753.75 feet, to the point and place of beginning, and containing 14.309 acres, more or less, according to survey entitled "Property of Piney Plains Office Partners" dated October 15, 1988, prepared by Kenneth Close, Inc., Registered Land Surveyor.

SAVE AND EXCEPT that tract containing 2,488 square feet as conveyed to the Town of Cary and North Carolina Department of Transportation as described in Deed Book 8550, Page 1149, Wake County Registry and more particularly described as follows:

BEGINNING at a point in the existing western right-of-way of Piney Plains Road, said point being located South 35° 58' 56" West 78.26' from the northeast corner of above-described tract, proceeding thence South 35° 58' 56" West 203.85', thence South 53° 39' 17" West 49.59' to a point in the new right of way of Dillard Drive extension, proceeding thence North 35° 44' 17" East 51.31', thence along a curve to the right through a central angle of 09° 13' 53" an arc of 209.59', said arc having a chord bearing and distance of North 40° 21' 13" East 200.37' to the point and place of BEGINNING containing 2,488 square feet more or less.

BOOK:016638 PAGE:00417 - 00421

WAKE
COUNTY
NORTH CAROLINA

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 5

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12-16-2016 AT 10:07:44

BOOK: 016639 PAGE: 02068 - 02071

Mail after recording to: First American Mortgage Solutions, Attn: Recording Team, 1500 Solana Blvd. Bldg. 6 Suite 6200, Westlake, TX 76262

This Instrument Prepared By: PC Law Associates (no title examination), 11610 North Community House Road, Suite 200, Charlotte, NC 28277

Brief Description for the Index: LOT 37, BLOCK E, HILLSDALE FOREST SUBDIVISION, SECTION VI

Parcel ID #: 0773107383 File No.: 8821502n

Excise Tax: $0.00

NORTH CAROLINA QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this 12 day of December 2016, in the year 2016 by and between:

GRANTOR(S)	GRANTEE(S)
DANA W. JOHNSON and **DARLENE W. JOHNSON**, ~~husband and wife~~ separated	**DANA W. JOHNSON**, ~~a married man~~ separated
Mailing Address: **1309 Bloomingdale Drive** **Cary, NC 27511**	**Mailing Address:** **1309 Bloomingdale Drive** **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 content.

WITNESSETH, that the grantors, for no consideration, have granted, bargained, remised and released and by these presents do grant, bargain, remise and forever quitclaim into the Grantee

Submitted electronically by "American Home Title, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

and his heirs and assigns all right, title, claim, and interest of the said grantors in and to a certain tract or parcel of land lying and being in the **County of Wake, and State of North Carolina**, and more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

Commonly Known As: 1309 Bloomingdale Drive, Cary, NC 27511

Grantor(s) acquired the property hereinabove described by deed dated March 24, 2006 and recorded September 8, 2006 in Book 012159, Page 02427 of official records.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges thereunto to the said grantee and his heirs and assigns, free and discharged from all right, title, claim, or interest of the said grantors or anyone claiming by, and through or under them.

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

1. 2016 ad valorem taxes for which Grantee hereby assumes and agrees to pay.
2. Easements and restrictions of public record as of the date hereof.

This property ✓ is/or ____ is not the principal residence of the Grantor(s).

THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

DANA W. JOHNSON

DARLENE W. JOHNSON

STATE OF North Carolina

COUNTY OF Wake

I, Cecil L Shearon a Notary Public of said State and County aforesaid, do hereby certify that grantor(s) **DANA W. JOHNSON** and **DARLENE W. JOHNSON**, personally appeared before me this day, and (i) I have personal knowledge of the identity of the person(s) or (ii) I have seen satisfactory evidence of the grantor(s) identity, by current state or federal identification with the grantor(s) photograph in the form of a NC Drivers licenses or (iii) a credible witness has sworn to the identity of the grantor(s) each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.
Witness my hand and official seal or stamp, this 12 day of December, in the year 20 16.

(seal or stamp)

Notary Public Official Signature

Cecil L. Shearon
Notary Printed or Typed Name

My Commission Expires: 04-26-2021

CECIL L SHEARON
NOTARY PUBLIC
WAKE COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 04-26-2021

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Cary, County of Wake, State of North Carolina, described as follows:

Being all of Lot 37, Block E of Hillsdale Forest Subdivision, Section VI, revised as shown on map recorded in Book of Maps 1975 at Page 130, Wake County Registry.

Being all of that certain property conveyed to DANA W. JOHNSON and wife, DARLENE W. JOHNSON, from DANA W. JOHNSON and wife, DARLENE W. JOHNSON, formerly known as DARLENE W. BECHTEL, by deed dated March 24, 2006, and recorded September 8, 2006, in Book 012159, Page 02427 of official records.

Commonly known as: 1309 Bloomingdale Drive, Cary, NC 27511

Parcel ID: 0773107383

The preparer of this document has been engaged solely for the purpose of preparing this instrument, has prepared the instrument only from the information given and has not been requested to provide, nor has the preparer provided an examination of the legal description, an opinion on title or advice on the tax, legal or non-legal consequences of that may arise as a result of the conveyance, nor has the preparer verified the accuracy of the amount of consideration stated to have been paid or upon which any tax may have been collected.

WAKE COUNTY, NC 155
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/30/2016 12:52:42

BOOK:016656 PAGE:00566 - 00576

Prepared by and mail to: *Rudy L. Ogburn*
Young, Moore and Henderson, P.A.
Post Office Box 31627
Raleigh, NC 27622
(Without benefit of title examination or closing.)

Tax Notices to be mailed to: *David J. Martin, Sr.*
1201 Buck Jones Road
Raleigh, North Carolina 27606

Parcel ID: *See Exhibit A*
Excise Tax: $ -0- | LLC Funding Deed

NORTH CAROLINA

WAKE COUNTY

NORTH CAROLINA GENERAL WARRANTY DEED

THIS NORTH CAROLINA GENERAL WARRANTY DEED, made this 30th day of December, 2016, by and between

DAVID J. MARTIN, JR., an unmarried man, *conveying an eight percent (8%) undivided interest*
2832 Carter Finley Place
Raleigh, NC 27606

and

DONNA MARTIN EVENSON, *conveying an eight percent (8%) undivided interest*
and husband, JOHN ERIC EVENSON, II
101 Donna Place
Cary, NC 27513

and

DOTTY MARTIN REINTGEN, *conveying an eight percent (8%) undivided interest*
and husband, JEFFREY LEE REINTGEN
2111 West Marilyn Circle
Cary, NC 27513

and

DALE MARTIN DASCOMBE, *conveying an eight percent (8%) undivided interest*
and husband, ROBERT B. DASCOMBE
2105 West Marilyn Circle
Cary, NC 27513

and

DEBBIE MARTIN SALEK, *conveying an eight percent (8%) undivided interest*
and husband, STEPHEN J. SALEK
6204 Guildhall Place
Fayetteville, NC 28311

and

DIANE MARTIN STEPHENSON, *conveying an eight percent (8%) undivided interest*
and husband, WILLIAM BOYD STEPHENSON, JR.
2103 West Marilyn Circle
Cary, NC 27513 .....hereinafter called Grantors;

and

GREATER SOUTH HILLS, LLC,
A North Carolina Limited Liability Company
1201 Buck Jones Road
Raleigh, North Carolina 27606 ..... hereinafter called Grantee:

W I T N E S S E T H :

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

Each of 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 *an eight percent (8%) undivided interest* in and to all of those certain lots or parcels of land more particularly described on **Exhibit A** and incorporated herein by reference. It being the intent of the Grantors that the Grantors collectively convey to the Grantee a forty-eight percent (48%) undivided interest in the subject property.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land more particularly described on **Exhibit A** and all privileges and appurtenances thereto belonging to the Grantee, in fee simple.

And the Grantors covenant with the Grantee that Grantors are seized of the property in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all adverse encumbrances, and that the Grantors will warrant and defend the title against the lawful claims of all persons whomsoever except for exceptions hereinafter stated:

1. **Subject to all covenants, restrictions, rights of way and easements of public record.**

2. **Subject to 2016 ad valorem taxes.**

3. **Parcel I more specifically identified on Exhibit A is conveyed expressly subject to the following security instruments:**

   a. **Deed of Trust and Security Agreement in favor of Branch Banking and Trust Company recorded in Book 16376, Page 1555, Wake County Registry; and**

   b. **Assignment of Leases and Rents in favor of Branch Banking and Trust Company recorded in Book 16376, Page 1565, Wake County Registry.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have executed this instrument in manner and form so as to be binding the day and year first above set forth.

David J. Martin Jr (SEAL)
DAVID J. MARTIN, JR.

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **DAVID J. MARTIN, JR., an unmarried man,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

4059849 v1 | 630255.002

_____ (SEAL)
DONNA MARTIN EVENSON

_____ (SEAL)
JOHN ERIC EVENSON, II

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **DONNA MARTIN EVENSON, a married woman,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

_____
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **JOHN ERIC EVENSON, II, a married man,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

_____
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

4059849 v1 | 630255.002

Dotty Martin Reintgen (SEAL)
DOTTY MARTIN REINTGEN

Jeffrey Lee Reintgen (SEAL)
JEFFREY LEE REINTGEN

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **DOTTY MARTIN REINTGEN, a married woman,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

Chadwick I. McCullen
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

NORTH CAROLINA

COUNTY OF WAKE.

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **JEFFREY LEE REINTGEN, a married man,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

Chadwick I. McCullen
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

4059849 v1 | 630255.002

_____(SEAL)
DALE MARTIN DASCOMBE

_____(SEAL)
ROBERT B. DASCOMBE

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick I. McCullen, the undersigned notary public, do hereby certify that **DALE MARTIN DASCOMBE, a married woman,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

_____
Notary Public

Chadwick I. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick I. McCullen, the undersigned notary public, do hereby certify that **ROBERT B. DASCOMBE, a married man,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

_____
Notary Public

Chadwick I. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

4059849 v1 | 630255.002

_____(SEAL)
DEBBIE MARTIN SALEK

_____(SEAL)
STEPHEN JOHN SALEK

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **DEBBIE MARTIN SALEK, a married woman,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

_____
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **STEPHEN JOHN SALEK, a married man,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

_____
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

4059849 v1 | 630255.002

Diane Martin Stephenson (SEAL)
DIANE MARTIN STEPHENSON

William Boyd Stephenson, Jr. (SEAL)
WILLIAM BOYD STEPHENSON, JR.

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **DIANE MARTIN STEPHENSON, a married woman,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

Chadwick S. McCullen
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

NORTH CAROLINA

COUNTY OF WAKE

I, Chadwick S. McCullen, the undersigned notary public, do hereby certify that **WILLIAM BOYD STEPHENSON, a married man,** personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 30th day of December, 2016.

(SEAL)

CHADWICK I. MCCULLEN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 02-05-2020.

Chadwick S. McCullen
Notary Public

Chadwick S. McCullen
(Typed or Printed Name of Notary Public)

My commission expires: 2/5/2020

4059849 v1 | 630255.002

EXHIBIT A

to that

NORTH CAROLINA GENERAL WARRANTY DEED

by and between

DAVID J. MARTIN, JR., DONNA MARTIN EVENSON, DOTTY MARTIN REINTGEN, DALE MARTIN DASCOMBE, DEBBIE MARTIN SALEK and DIANE MARTIN STEPHENSON, as Grantors

and

GREATER SOUTH HILLS, LLC, A North Carolina Limited Liability Company, as Grantee

and dated

December 30, 2016

PARCEL #1

Address: 1241 Buck Jones Road, Raleigh, NC 27606
Acreage: 8.61 acres
Tax ID: 126571
Description:

BEING all of that lot containing 8.61 acres as shown on a map and survey entitled "David J. Martin – South Hills Mall Recombination and Easement Dedication" by The John R. McAdams Company, Inc., and recorded in Book of Maps 2002, Page 1344, Wake County Registry.

Subject to that certain Deed of Trust and Security Agreement in favor of Branch Banking and Trust Company, recorded in Book 16376, Page 1555, Wake County Registry, and that certain Assignment of Leases and Rents in favor of Branch Banking and Trust Company, recorded in Book 16376, Page 1565, Wake County Registry.

PARCEL #2

Address: 0 Buck Jones Road, Raleigh, NC 27606
Acreage: 0.14 acres
Tax ID: 174381
Description:

That certain tract of land containing 0.14 acres which is bounded on the southwest by property of South Hills Shopping Center, Tax ID #66020, and the northwest by Buck Jones Road and on the northeast by property owned by Dotty Jo Martin Reintgen, (Deed Book 4406, page 516 with an address of 1299 Buck Jones Road), and on the southeast by the property of South Hills Shopping Center, Tax ID # 66019.

PARCEL #3

Address: 1355 Buck Jones Road, Raleigh, NC 27606
Acreage: 1.05 acres
Tax ID: 89030
Description:

BEING all of Tract B as shown on map entitled "Map of Property South Hills Shopping Center" and recorded in Book of Maps 1967 (Volume II), Page 177, Wake County Registry.

PARCEL #4

Address: 1270 Buck Jones Road
Acreage: 1.06 acres
Tax ID: 81266
Description:

1.06 acres, more or less, and being a portion of the "unlabeled" tract shown on map entitled "Property of David J. Martin – Cary, NC" by Moore, Gardner & Associates, Inc. recorded in Book of Maps 1975 (Volume I), Page 87, Wake County Registry. Said tract lies west of Buck Jones Road, north of the tract labeled "Twin Theatres and Hardees" and east of Parcel 5 described below.

PARCEL #5

Address: 1282 Buck Jones Road, Raleigh, NC 27606
Acreage: 3.93 acres
Tax ID: 44340
Description:

3.63 acres, more or less, as shown on a map and survey by Moore, Gardner & Associates, Inc., recorded in Book of Maps 1975 (Volume I), Page 87, Wake County Registry and including the "Martin Residence".

PARCEL #6

Address: 501 Nottingham Road, Cary, NC 27511
Acreage: 0.27 acres
Tax ID: 174388
Description:

BEGINNING at an existing iron pipe in the southerly right-of-way of Nottingham Drive at the northwesterly corner of Fair Lanes Bowling Center property as shown on plat hereinafter referred to; runs thence South 05 degrees 48 minutes 50 seconds West 70.19 feet to an iron pipe; runs thence North 80 degrees 14 minutes 50 seconds West 243.15 feet to an existing iron pipe in the southerly right-of-way of Nottingham Drive; runs thence in an easterly direction along the southerly right-of-way of Nottingham Drive on a curve having a radius of 365.712 feet, a distance of 200.29 feet to an iron pipe; continues thence in an easterly direction along the southern right-of-way of Nottingham Drive 52.15 feet to the BEGINNING, and being Tract No. Two and containing 11,711.33 square feet, as shown on a plat prepared by Walter B. Bunn, RLS, dated 4/2/81 entitled "Property of Lonnie Carl Liles Estate" and being part of the property conveyed to L. Carl Liles by deed recorded in Book 2368, Page 107, Wake County Registry. For further information, see Book of Maps 1975 (Volume I), page 87, Wake County Registry, which depicts this parcel as adjoining the 3.63 acre "Martin Residence" to the south, Fair Lanes Bowling Center to the east and Nottingham Drive to the north and west.

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BOOK:016656 PAGE:00576 - 00576

WAKE COUNTY
NORTH CAROLINA

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

12 # of Pages

BK001758PG00440

NORTH CAROLINA :
:
WAKE COUNTY :

BOOK 1758 PAGE 440

THIS DEED OF CORRECTION, made this 24th day of February, 1967, by MARY O'BRIANT COSTON, WIDOW, of Cumberland County, North Carolina, party of the first part, to SOUTH VALLEY, INC., a North Carolina Corporation, with its principal office in Wake County, North Carolina, party of the second part;

W I T N E S S E T H:

That whereas, in deed dated February 20, 1967, which is of record in Book 1754, Page 196, Wake County Registry, there were errors in description of the land conveyed and whereas party of the first part by this instrument desires to correct said errors.

Now therefore, for and in consideration of the premises and for other good and valuable considerations to her in hand paid, the receipt of which is hereby acknowledged, said party of the first part has bargained and sold unto the party of the second part, its successors and assigns, that certain lot or parcel of land in the City of Raleigh, Wake County, North Carolina, and more particularly described as follows:

particularly described as follows:

BEGINNING at a stake in the Southeastern line of Buck Jones Road, said stake also being a point in the West line of Lot 134 as shown on map hereinafter referred to; said point being South 42° 12' East 40.08 feet from the center line of Buck Jones Road; thence along the Southeastern line of Buck Jones Road South 51° 30' West 185.79 feet to point A in Reference Line of Boundary Map hereinafter referred to; thence South 18° 40' East 129.83 feet; thence South 29° 19' East 157.85 feet; thence South 17° 44' West 54.39 feet; thence South 29° 58' East 222.60 feet; thence South 13° 05' West 104.05 feet; thence South 13° 50' East 65.87 feet; thence South 5° 28' West 216.58 feet; thence South 37° 32' East 155.37 feet; thence South 52° 57' West 60.31 feet; thence South 28° 27' East 85.84 feet; thence South 19° 33' West 123.34 feet; thence South 21° 20' East 67.97 feet; thence South 48° 00' East 151.77 feet; to point B as shown on map hereinafter referred to; thence North 28° 05' East 141.31 feet to a point; said point being a common corner of Lota 133 and 135 as shown on map hereinafter referred to; thence along the line of Lot 133 North 14° 21' West 218.93 feet; thence along the line of Lot 132 North 2° 09' West 100.12 feet; thence along the line of Lots 131, 130, 129, 128, 127, 126, and 125 North 2° 16' West 730.47 feet to a point a common corner of Lots 124 and 125, as shown on map hereinafter referred to; thence along the line of Lot 124 North 4° 42' West 140.64 feet to a point, a common corner of Lots 124, 123, and 134, as shown on map hereinafter referred to; thence along the line of Lot 134 North 42° 12' West 285.48 feet to the point and place of BEGINNING.

Area of the above described land contains 6.87 acres by Planimeter according to map by J. Fred Davis, Jr., Entitled "South Valley Apts.", which map is of record

BK001758PG00441

in Book Of Maps 1966, Page 138, Wake County Registry, and as shown by map of Harold B. Mullen, R. L. S., of February, 1967, entitled "South Valley,Apts., Property of South Valley, Inc., Raleigh, North Carolina."

This conveyance is made subject to encumbrances of record, which the Grantee herein assumes and agrees to pay and discharge; to easements of record, and to 1967 ad valorem taxes.

TO HAVE AND TO HOLD the aforesaid lands and premises and all privileges and appurtenances thereto belonging to the party of the second part, its successors and assigns, to their only use and behoof forever.

And the said Mary O'Briant Coston, for herself, her heirs and assigns, covenants with the party of the second part, its successors and assigns, that she is seized of said premises in fee and has the right to convey the same in fee simple, and that the same are free and clear from all encumbrances except as herein mentioned, and that she does hereby forever warrant and will forever defend the title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Mary O'Briant Coston has hereunto set her hand and seal the day and year first above written.

Mary O'Briant Coston (SEAL)
Mary O'Briant Coston

NORTH CAROLINA
WAKE COUNTY

I, Judith P. Dunn, a Notary Public, do hereby certify that MARY O'BRIANT COSTON, WIDOW, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Correction.

This the 24th day of February, 1967.

Judith P. Dunn
Notary Public

My commission expires: 1-12-69

NOTARY PUBLIC WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA
Wake County

The foregoing certificate of Judith P. Dunn
A Notary Public of Wake County, State of North Carolina
is certified to be correct. Let the instrument
with the certificates, be registered.
WITNESS my hand this the 31st day of
March 1967.
Clerk Superior Court
Deputy

Filed for Registration at 11:45 o'clock A M
MAR 31 1967 19___, and registered in the
Office of the Register of Deeds for Wake County
North Carolina, in Book 1758 Page 440
_____, 19___

D. A. Parker
REGISTER OF DEEDS
Dan S. Harrell Jr.
DEPUTY

NORTH CAROLINA

WAKE COUNTY

THIS DEED, made and entered into this 15th day of August, 1969, by David J. Martin and wife, Marilyn B. Martin, of Wake County, North Carolina, parties of the first part; to South Hills Shopping Center, Inc., a corporation organized and existing under the laws of the State of North Caroling, having its principal office or place of business in Raleigh, Wake County, North Carolina, party of the second part;

WITNESSETH: THAT the parties of the first part in consideration of the sum of Ten Dollars and other good and valuable consideration to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do give, grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain lot or parcel of land lying and being near the City of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at a point in the southeast line of the right of way of Buck Jones Road, said point being 692.35 feet measured along the southeast line of the right of way of Buck Jones Road in a northeast direction from the existing concrete highway monument; located at the intersection of the right of way of Buck Jones Road and the exit ramp of U.S. Highways Nos. 1 and 64, just North of the Cary-Macedonia Road; thence along the southeast line of the right of way of Buck Jones Road North 48°10' East 344.80 feet to a point, an iron pipe; thence South 41°50' East 323 feet to a point, an iron pipe; thence South 48°10' West 344.80 feet to a point, an iron pipe; thence North 41°50' West 323 feet to the point and place of BEGINNING and being that area containing 2.56 acres designated as "A", as shown by survey of Harold B. Mullen, dated July 29, 1967, entitled "Map of Property of South Hills Shopping Center" and being of record in Book of Maps 1967, Volume 2, Page 177, Wake County Registry.

This conveyance is made subject to easements of record and to ad valorem taxes for 1969.

TO HAVE AND TO HOLD the aforesaid lands and premises and all privileges and appurtenances thereto belonging to the party of the second

part, its successors and assigns, to their only use and behoof forever.

AND THE SAID DAVID J. MARTIN AND WIFE, MARILYN B. MARTIN, for themselves, their heirs, administrators and assigns, covenant to and with the party of the second part, its successors and assigns, that they are seized of said premises in fee and have the right to convey the same in fee simple, and that the same are free and clear from all encumbrances except as herein mentioned, and that they do hereby warrant and will defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said DAVID J. MARTIN AND WIFE, MARILYN B. MARTIN, parties of the first part, have hereunto set their hands and seals this the day and year first above written.

David J. Martin (SEAL)

David J. Martin

Marilyn B. Martin (SEAL)

Marilyn B. Martin

NORTH CAROLINA-WAKE COUNTY

I, Judith P. Dunn, a Notary Public, do hereby certify that David J. Martin and wife, Marilyn B. Martin 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 15th day of August, 1969.

Judith P. Dunn

Notary Public

My Commission expires: 1-12-71.

NORTH CAROLINA-WAKE COUNTY

The foregoing certificate of JUDITH P. DUNN, Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book 1888 Page 645.

This 28 day of aug, 1969. at 3:40 P.M.

J.A. ROWLAND, Register of Deeds

BY: Alice J. Dean

Deputy Register of Deeds

This deed drawn by Stubbs, Biggs & Cole Attorney at Law

BOOK 1984 PAGE 444

NORTH CAROLINA — ~~XXXXXXXX~~ WAKE COUNTY

THIS DEED, made this 16th day of April, 19 71, by

DAVID J. MARTIN and wife, MARILYN B. MARTIN

, Grantors,

to SOUTH HILLS SHOPPING CENTER, INC.

, Grantees;

WITNESSETH: That the Grantors, in consideration of Ten Dollars and other valuable considerations 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 ~~XXXXXX~~ WAKE County, North Carolina in Swift Creek Township, and more particularly described as follows:

BEGINNING at a stake in the northwestern right-of-way line of U. S. 1 and U. S. 64, said stake being the northeast corner of Tract B, as shown on plat of Property of South Hills Shopping Center, as recorded in Plat Book 1967, Volumne 2, at page 177, and running thence North 41° 50' West 329.61 feet to a stake in the northern line of Tract A of said plat; thence North 48° 10' East 245 feet to a stake; thence North 41° 50' West 130.83 feet to a stake on the east side of Buck Jones Road; thence along and with the east side of said Buck Jones Road the following courses and distances: North 44° 46' East 77.03 feet to a stake; North 38° 14' East 100 feet to a stake; North 31° 20' East 100 feet to a stake; North 25° 32' East 94.45 feet to a stake, a common corner of the W. H. Brickhouse Property; thence North 67° 27' East 224.36 feet to a stake; thence South 27° 17' East 664.53 feet to a stake in the northwestern right-of-way line of U. S. 1 and U. S. 64; thence with the northwestern right-of-way line of said highways South 63° 42' West 70.16 feet to a stake; thence continuing with said right-of-way line South 62° 43' West 599.43 feet to a stake, the point and place of Beginning, containing 9.048 acres, more or less, and being a portion of that tract shown as Mall Site on Map of Property of South Hills Shopping Center as per plat and survey thereof now on file in the office of the Register of Deeds of Wake County in Plat Book 1967, Volumne 2, at page 177 to which plat reference is hereby made for a more particular description of same.

It is hereby agreed and covenanted and the Grantors do specifically reserve unto themselves the right to use Party Wall located along the northeastern boundary of the tract heretofore conveyed which said Party Wall shall be for the benefit and use of the Grantors and the Grantee and their heirs, successors and assigns. It is also agreed and covenanted that the Grantors, their heirs and assigns, shall have the right to use available parking space located on the property heretofore conveyed and shall have the right of ingress and egress across properly located roadways and parking areas to reach property contiguous with the property heretofore conveyed.

This property was conveyed to Grantors by deed recorded in Deed Book ..... Page ....., ~~Durham~~ 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 Grantors 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 title to the same against the claims of all persons whomsoever.

The plural number as used herein shall equally include the singular.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

..... (SEAL) David J. Martin (SEAL)

..... (SEAL) Marilyn B. Martin (SEAL)

..... (SEAL) ..... (SEAL)

NORTH CAROLINA — ~~DURHAM~~ WAKE COUNTY

I, Donna H. Riggsbee a Notary Public, do hereby certify that David J. Martin and wife, Marilyn B. Martin

, 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 16th day of April, 19 71

My commission expires 1-25-75 Donna H. Riggsbee Notary Public

NOTARIAL SEAL HERE

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Donna H. Riggsbee

Notary(y)(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1984, Page 444

This 19 day of April, 19 71, at 11:20 o'clock A M.

J. A. ROWLAND, Register of Deeds.

By Alice D. Dean
Deputy Register of Deeds

WAKE COUNTY C 7 1 3 0

STATE OF NORTH CAROLINA APR 19 '71 RC 10723

Real Estate Excise Tax

10.00

The foregoing certificate of .....

Notary Public of Durham County, N. C.,

is certified to be correct. This the ..... day of .....

....., 19 71

Probate fee ..... Paid

NORTH CAROLINA

BOOK 2138 PAGE 483

WAKE COUNTY

THIS DEED, made and entered into this 26th day of February, 1973, by David J. Martin and wife, Marilyn B. Martin, of Wake County, North Carolina, parties of the first part; to South Hills Shopping Center, Inc., a corporation organized and existing under the laws of the State of North Carolina, having its principal office or place of business in Raleigh, Wake County, North Carolina, party of the second part;

WITNESSETH: THAT the parties of the first part in consideration of the sum of Ten Dollars and other good and valuable consideration to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do give, grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain lot or parcel of land lying and being near the City of Raleigh, Wake County, North Carolina, and being more particularly described as follows:

BEGINNING at a point; the north east corner of Gino's Restaurant parking area, said point being north 31° 37' west a distance of 5 feet from the proposed new right of way limits of Buck Jones Road as shown by survey and map of James A. McNeill, R. E., dated 2-2-73 and entitled "South Hills Inn"; thence along the south line of the proposed new right of way limits of Buck Jones Road north 48° 10' east a distance of 448.07 feet to a point in the west line of area designated "Service Center" as shown on map above referred to; thence along the west line of Service Center property south 41° 50' east a distance of 347.72 feet to a point in the north line of the right of way of U. S. No. 1 and Highway 64; thence along the north line of the right of way of U. S. No. 1 and 64 south 64° 45' west a distance of 6.70 feet; thence continuing along the north line of the right of way of U. S. No. 1 and 64 south 68° 45' west a distance of 214.20 feet to a point; thence continuing aong the north line of the right of way of U. S. No. 1 and 64, south 70° 11' west a distance of 291.59 feet to a point, said point being the southeast corner of Gino's Restaurant Parking Area, as shown on survey by McNeill above referred to; thence along the line of Gino's Restaurant Parking Area north 31° 37' west a distance of 163.77 feet to the point and place of BEGINNING, and containing 2.782 acres, all according to map and survey by James A. McNeill, Registered Engineer, dated 2-2-73, and entitled "South Hills Inn" to which reference is specifically made.

This conveyance is made subject to easements, assessments of record, and to ad valorem taxes for 1973.

TO HAVE AND TO HOLD the aforesaid lands and premises and all privileges and appurtenances thereto belonging to the party of the second part, its successors and assigns, to their only use and behoof forever.

AND THE SAID DAVID J. MARTIN AND WIFE, MARILYN B. MARTIN, for themselves, their heirs, administrators and assigns, covenant to and with the party of the second part, its successors and assigns, that they are seized of said premises in fee and have the right to convey the same in fee simple, and that the same are free and clear from all encumbrances except as herein mentioned, and that they do hereby warrant and will defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said DAVID J. MARTIN AND WIFE, MARILYN B. MARTIN, parties of the first part, have hereunto set their hands and seals, this the day and year first above written.

David J. Martin (SEAL)
DAVID J. MARTIN

Marilyn B. Martin (SEAL)
MARILYN B. MARTIN

NORTH CAROLINA-WAKE COUNTY

I, Jane B. Marion, a Notary Public, do hereby certify that David J. Martin and wife, Marilyn B. Martin 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 26th day of February, 1973.

JANE B. MARION NOTARY PUBLIC WAKE COUNTY, N. C.

Jane B. Marion
Notary Public

My Commission Expires: 3-11-76

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Jane B. Marion

Notar(y)(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2138, Page 483
This 5 day of March, 1973, at 2:40 o'clock P. M.

J. A. ROWLAND, Register of Deeds.

By Nora L. Smith
Deputy Register of Deeds

Hold for Smith Helms Mulliss & Moore

BK4923PG0090

Prepared Out of State

STATE OF GEORGIA

COUNTY OF FULTON

Revenue $1050

000113

PRESENTED FOR REGISTRATION

91 JUN -7 PM 2:57

KEARNEY C. WILLIAMS
REGISTER OF DEEDS
WAKE COUNTY

SPECIAL WARRANTY DEED

THIS INDENTURE made as of the 4th day of June, 1991, by and between CARY CROSSROADS ASSOCIATES, a Georgia general partnership (hereinafter referred to as "Grantor"), and TOYS "R" US, INC., a Delaware corporation having an address of 460 From Road, Paramus, New Jersey 07652 (hereinafter referred to as "Grantee");

W I T N E S S E T H:

That for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, assigned, transferred and conveyed and does hereby grant, bargain, sell, assign, transfer and convey to Grantee, its successors and assigns, all of that certain tract or parcel of land lying and being in the Town of Cary, Wake County, North Carolina, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

The Property is conveyed subject to those matters set forth on Exhibit B attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the proper use, benefit and behoof of Grantee and the successors and assigns of Grantee, forever, IN FEE SIMPLE.

Grantor shall warrant and forever defend the title to said Property unto the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, except as hereinabove set forth.

This Instrument Prepared By:

Andrew C. Williams, Esq.
Minkin & Snyder
3060 Peachtree Road
Suite 1100
Atlanta, Georgia 30305

WAKE COUNTY JUN 7.91

[redacted] 1050.00 TRAN 19

STATE OF NORTH CAROLINA

Real Estate Excise Tax

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

CARY CROSSROADS ASSOCIATES, a (SEAL)
Georgia general partnership

By: New Market-Cary, L.P., a (SEAL)
Georgia limited
partnership doing business
in the State of North
Carolina as New Market-
Cary Limited Partnership,
a general partner

By: _____ (SEAL)
Daniel M. DuPree,
its sole General Partner

STATE OF GEORGIA

COUNTY OF FULTON

This 30th day of May, 1991, personally came before me Daniel M. DuPree, who, being by me duly sworn, says that he is the sole General Partner of New Market-Cary, L.P., a Georgia limited partnership doing business in the State of North Carolina as New Market-Cary Limited Partnership, a partner of CARY CROSSROADS ASSOCIATES, a Georgia general partnership, and that said writing was signed and sealed by him, on behalf of said New Market-Cary, L.P., by its authority duly given, acting as a partner of Cary Crossroads Associates. And the said Daniel M. DuPree acknowledged the said writing to be the act and deed of said New Market-Cary, L.P., a Georgia limited partnership, acting as a partner of Cary Crossroads Associates.

Janet Wilson
NOTARY PUBLIC

[NOTARIAL SEAL]

JANET WILSON NOTARY PUBLIC DEKALB COUNTY, GEORGIA

My Commission Expires:

Notary Public, DeKalb County, Georgia.
My Commission Expires February 6, 1994

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Janet Wilson

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 Tasha B. Medlen
Asst./Deputy Register of Deeds

G:\N-MARKET\TOYSRUS\SPLWARR.DD

Toys Parcel

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in the Town of Cary, Wake County, North Carolina, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, Commence at a North Carolina Department of Transportation Right-of-Way Monument located on the southeastern right-of-way line of U.S. Highway 1 & U.S. Highway 64 (having a variable right-of-way width), said monument having North Carolina Grid Coordinate values of NAD27, Y=732,274.65 and X=2,075,868.19; run thence along said southeastern right-of-way line North 58°11'04" East a distance of 867.95 feet to a 1/2" rod; thence leaving said southeastern right-of-way line, run along the southern boundary line of property now or formerly owned by David J. Martin, South 88°42'37" East a distance of 98.30 feet to an iron pipe, said iron pipe having North Carolina Grid Coordinate values of NAD27, Y=732,730.01 and X=2,076,704.00, said iron pipe being the TRUE POINT OF BEGINNING. From the True Point of Beginning as thus established, thence continuing along said southern boundary line of property of David J. Martin, in a generally southeasterly direction, the following courses and distances: South 88°42'37" East a distance of 140.30 feet to 3/4" pipe; and South 88°07'21" East a distance of 153.53 feet to an iron pipe; thence leaving said southern boundary line of property, run South 11°22'59" West a distance of 199.22 feet to an iron pipe; thence North 78°37'01" West a distance of 121.13 feet to an iron pipe; thence South 11°22'59" West a distance of 190.45 feet to an iron pipe; thence South 78°37'01" East a distance of 61.64 feet to an iron pipe; thence South 31°13'35" East a distance of 216.52 feet to an iron pipe; thence South 58°46'25" West a distance of 267.64 feet to an iron pipe; thence North 78°59'57" West a distance of 190.40 feet to an iron pipe; thence in a generally northwesterly direction, along the arc of a 35.00 foot radius curve an arc distance of 55.21 feet to an iron pipe (said arc being subtended by a chord lying to the northeast thereof, bearing North 33°48'29" West and having a length of 49.66 feet); thence North 11°22'59" East a distance of 180.10 feet to an iron pipe; thence North 06°58'25" East a distance of 151.07 feet to an iron pipe; thence North 11°22'59" East a distance of 237.63 feet to an iron pipe; thence North 47°44'49" East a distance of 97.10 feet to an iron pipe located on the southern boundary line of property now or formerly owned by David J. Martin, said iron pipe having North Carolina Grid Coordinate values of NAD27, Y=732,730.01 and X=2,076,704.00, said iron pipe being the TRUE POINT OF BEGINNING.

Being all of Parcel 2, comprising 4.932 acres, as described according to that certain Plat of Actual Survey for Toys "R" Us, Inc., prepared by Murphy-Yelle Associates, dated May 22, 1991, and

as shown on that survey plat entitled "Plat of Subdivision for Cary Crossroads Associates, Cary, Wake County, North Carolina," dated August 6, 1990 and recorded in book of Maps 1990, page 999, Wake County, North Carolina Public Registry.

TOGETHER WITH rights and easements granted in that certain Reciprocal Easement Agreement recorded in Book 4230, page 524, Wake County Public Registry, as amended by that certain Amendment to Reciprocal Easement Agreement by and between Hooker Atlanta (7) Corporation, NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and Cary Crossroads Associates, recorded in Book 4767, page 73, said Registry, and that certain Agreement Regarding Reciprocal Easement Agreement and Grant of Easements between NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and Cary Crossroads Associates, recorded in Book 4767, page 125, said Registry.

ALSO TOGETHER WITH rights and easements granted in that certain Agreement Regarding Covenants, Conditions and Restrictions by and between NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and Cary Crossroads Associates, recorded in Book 4767, page 154, said Registry.

ALSO TOGETHER WITH rights and easements granted in that certain Declaration of Easements, Covenants and Restrictions for Crossroads Plaza, dated August 29, 1990 and recorded in Book 4767, page 312, said Registry, as amended by First Amendment to Declaration of Easements, Covenants and Restrictions for Crossroads Plaza dated May 31, 1991 and recorded on or about said date in the aforesaid Public Registry.

EXHIBIT "B"

Permitted Title Exceptions

1. The lien of ad valorem taxes for the year 1991 and subsequent years, not yet due and payable.

2. Reciprocal Easement Agreement between NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and Hooker Atlanta (7) Corporation, recorded in Book 4230, page 524, Wake County, North Carolina, Public Registry, as amended by that certain Amendment to Reciprocal Easement Agreement between Hooker Atlanta (7) Corporation, NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and Cary Crossroads Associates, recorded in Book 4767, page 73, said Registry; and that certain Agreement Regarding Reciprocal Easement Agreement and Grant of Easements between NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Cary Crossroads Associates, recorded in Book 4767, page 125, said Registry.

3. Agreement Regarding Covenants, Conditions and Restrictions between Cary Crossroads Associates and NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, recorded in Book 4767, page 154, said Registry.

4. Declaration of Reciprocal Easements, Covenants and Restrictions for Crossroads Plaza dated August 29, 1990, recorded in Book 4767, page 312, said Registry, as amended by First Amendment to Declaration of Easements, Covenants and Restrictions for Crossroads Plaza dated May 31, 1991 and recorded on or about said date in the aforesaid Public Registry.

5. Easement granted to Carolina Power & Light Company by instrument recorded in Book 4222, page 747, said Registry.

6. Easement granted to American Telephone and Telegraph Company as recorded in Book 640, page 386, said Registry.

THE FOLLOWING AFFECT AND APPLY ONLY TO THE EASEMENT AREAS AND RIGHTS:

7. 20 foot wide Sanitary Sewer Easement in favor of the Town of Apex, as shown on plat recorded in Book 1980, page 1061, said Registry, and as recorded in Book 2888, page 631, said Registry. Said easement is also reflected in Book 2914, page 344, said Registry.

8. Sewer Line Agreement between Cary Crossroads Associates and the Town of Apex dated October 1, 1990, recorded in Book 4820, Page 361, said Registry.

9. Easement 135 feet wide granted to Carolina Power & Light Company recorded in Book 252, page 264; Book 528, page 106; and Book 561; page 548, said Registry.

10. Agreement Regarding Easements between Cary Crossroads Associates and Dale Martin Dascomb, Donna Martin Evenson and David J. Martin, Jr., as Trustees of the David J. Martin Irrevocable Trust, recorded in Book 4774, page 708, said Registry.

11. Fifty (50) foot buffer strip contiguous and generally to the north and northeast of the tract of land owned by Reuben and Grace Royster, all as shown on that certain survey entitled "Plat of Actual Survey" for Cary Crossroads Associates dated August 7, 1990, last revised August 20, 1990, as required by the City of Cary, and subject to Civil Action with respect to private enforcement of the zoning buffer, filed as 88CVS8022 entitled "R. Maynard Royster and Grace T. Royster vs. L. J. Hooker Atlanta (7) Corporation d/b/a/ L. J. Hooker Development."

12. U.S. Highway No. 1 and No. 64, State Road 1313 and Interstate Highway 40 are controlled access roads. See Consent Judgments recorded in Book 2903, page 488 and Book 2738, page 570, Wake County Public Registry.

13. Easement granted by Cary Crossroads Associates to Carolina Power and Light Company by instrument dated April 8, 1991.

BK5152-00465

WAKE COUNTY

APP 7-92

24.00 TFHN

000007

PRESENTED FOR REGISTRATION

92 APR -7 AM 9:09

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

Real Estate Excise Tax

Excise Tax $24.00

Recording Time, Book and Page

Tax Lot No. 3968 Parcel Identifier No. 574-0033

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

by ____

Mail after recording to ____

This instrument was prepared by /hold for: Donald W. Grimes

Brief description for the Index Lot 3, Recombination for Barber

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 6 day of April, 19 92, by and between

GRANTOR	GRANTEE
FREIDA G. BARBER Widow	FREDERICK M. REIGHER and wife, FRANCES D. REIGHER 1233 Kingston Ridge Rd. Cary NC 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 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 ____, Cary Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 3 according to plat entitled "Recombination of Lots for Survey for Collette C. Barber and Frieda G. Barber", recorded in Book of Maps 1985, page 813, Wake County Registry.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc.-1981.

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

Book 1186, page 527, 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:

1992 ad valorem property taxes

General service 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.

(Corporate Name)

By: .....

.....President

ATTEST:

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

Freida G. Barber (SEAL)
FREIDA G. BARBER

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP
DONALD W. GRIMES NOTARY PUBLIC WAKE COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, WAKE County.

I, a Notary Public of the County and State aforesaid, certify that FREIDA G. BARBER 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 APRIL, 19 92.

My commission expires: 10/9/95 Donald W. Grimes Notary Public

SEAL-STAMP

Use Black Ink

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 W. Grimes

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 P. Anne Reed Deputy/~~Assistant~~ Register of Deeds

$00

N.C. Bar Assn. Form No. 3 © 1976, Revised 1977 Printed by Agreement with the N.C. Bar Assn. Poole Printing Co., Inc. P.O. Box 58487, Raleigh, N.C. 27658

BK5357PG0345

WAKE COUNTY

OCT 9.92

[redacted] 190.00 TRAN 11

STATE OF NORTH CAROLINA

Real Estate Excise Tax

100176

PRESENTED FOR REGISTRATION

92 OCT -9 AM 11:33

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax 190.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 120046

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Grantee

.....

This instrument was prepared by Earl D. Farthing, Jr.

Brief description for the Index Lot 21, Athena Woods

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of October, 19 92, by and between

GRANTOR	GRANTEE
LLEWELYN J. RENTEL and wife, BILLIE A. RENTEL and RICHARD E. HYATT and wife, SHEILA G. HYATT	VANEATON PRICE, JR. and wife, JANET W. PRICE ~~5648 Thea Lane~~ ~~Raleigh, North Carolina 27606~~ 899 Sycamove Drive Aiken, SC 29803

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 21 according to a plat entitled "Athena Woods, Section Two," dated April 8, 1981, prepared by Bass, Nixon, & Kennedy, Inc., Raleigh, North Carolina, and recorded in Book of Maps 1981, Page 466, Wake County Registry.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

BK5357PG0346

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

DB3135/63

A map showing the above described property is recorded in Plat Book 1981 page 466.

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. Ad Valorem taxes not yet due and payable;
2. General service and utility easements and restrictions of record;
3. Restrictive Covenants recorded in Book 2945, Page 905, 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

Llewelyn J. Rentel (SEAL)
LLEWELYN J. RENTEL

Billie A. Rentel (SEAL)
BILLIE A. RENTEL

Richard E. Hyatt (SEAL)
RICHARD E. HYATT

Sheila G. Hyatt (SEAL)
SHEILA G. HYATT

SEAL-STAMP

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Llewelyn J. Rentel and wife, Billie A. Rentel Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2nd day of October, 19 92.

My commission expires: 9-26-95 Notary Public

SEAL-STAMP

Alabama, Pike County.

I, a Notary Public of the County and State aforesaid, certify that Sheila G. Hyatt, Grantor personally came before me this day and acknowledged ~~that he is ..... Secretary of~~ the execution 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 6 day of October, 1992.

My commission expires: BRENDA F. SIMS, NOTARY PUBLIC PIKE COUNTY, STATE OF ALABAMA MY COMMISSION EXPIRES: Brenda F. Sims Notary Public

SEAL-STAMP

ARKANSAS, PULASKI COUNTY.
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT RICHARD E. HYATT 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 SEPTEMBER, 1992.

MY COMMISSION EXPIRES: Marcia A. Henderson 1-18-2002 NOTARY PUBLIC

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate S of Earl D. Faithing, Jr., Brenda F. Sims & Marcia A. Henderson 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 Phyllis D. Barbour Assist./Deputy Register of Deeds

BK5487PG0643

WAKE COUNTY

JAN29.93 000604

180.00 TRAN 135

STATE OF NORTH CAROLINA

Real Estate Excise Tax

Excise Tax $180.00

PRESENTED FOR REGISTRATION

93 JAN 29 PM 4:11

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Recording Time, Book and Page

Tax Lot No. Acct. # 0059261 Parcel Identifier No. 575-0013

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Hold for Dan Lynn

This instrument was prepared by Dan Lynn, Attorney at Law

Brief description for the Index Lt 4 Lloyd's Little Acres

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29 day of January, 19 93, by and between

GRANTOR	GRANTEE
Dorothy B. Register, unmarried	Ricky E. Mangum and wife Pamela C. Mangum 1118 Jones Franklin Rd. Raleigh, N.C. 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 ....., Swift Creek Township, Wake County, North Carolina and more particularly described as follows:

Being all of Lot No. 4 of Lloyd's Little Acres according to map recorded in Book of Maps 1957, Page 65, Wake County Registry.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc.-1981.

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

Book 2098, Page 365, Wake County Registry

A map showing the above described property is recorded in Plat Book 1957 page 65.

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:

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.

_____ (Corporate Name)

By: _____

_____ President

ATTEST:

_____

_____ Secretary (Corporate Seal)

USE BLACK INK ONLY

Dorothy B. Register (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

TASHA L. KRAMMES NOTARY PUBLIC WAKE CO.

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, Wake County.

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

Dorothy B. Register Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29 day of January, 19 93.

My commission expires: 5-6-96 Tasha L. Krammes Notary Public

Use Black Ink

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 Tasha L. Krammes

_____

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 Barbara Elliott Deputy/~~Assistant~~ - Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

Printed by Agreement with the N.C. Bar Assoc.-1981.

POOLE PRINTING CO., INC. P.O. BOX 17378 RALEIGH, N.C. 27610

BK5695PG0666

PRESENTED FOR REGISTRATION

93 JUL 19 PM 1:32

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax: $9,635.00 Tax ID# 0069014 and 0068914

Prepared By: William R. Hoke, Substitute Trustee,
1213 Blenheim Drive, Raleigh, North Carolina 27612

000327

Return To: Samuel T. Oliver, Jr., Manning, Fulton & Skinner,
P.O. Box 20389, Raleigh, North Carolina 27619

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

TRUSTEE'S DEED AND BILL OF SALE

THIS DEED, made this 19 day of July, 1993, by and between William R. Hoke, Substitute Trustee, in that Deed of Trust hereinafter mentioned, of 1213 Blenheim Drive, Raleigh, North Carolina 27612 (hereinafter referred to as "Grantor"), and Sumare Limited Partnership, a North Carolina limited partnership, 60 East 42nd Street, New York, New York 10165 (hereinafter referred to as "Grantee");

W I T N E S S E T H :

WHEREAS, KPA Properties Sumter Square Limited Partnership executed that certain all-inclusive deed of trust, security agreement, and assignment of rents dated October 22, 1985 and recorded in the Wake County public registry in Book 3584 at Page 843, and as amended by (i) that certain Modification Agreement dated as of December 1, 1986, and recorded in Book 3941, Page 403, of the Wake County public registry, and (ii) that certain Modification Agreement dated as of July 14, 1987, and recorded in Book 4069, Page 812, of the Wake County public registry, and (iii) that certain Modification Agreement dated as of September 1, 1988, and recorded in Book 4414, Page 189, of the Wake County public registry (the all-inclusive deed of trust, security agreement and assignment of rents, as modified from time to time, being hereinafter referred to as the "Deed of Trust"); and

WHEREAS, Grantor has been substituted as Trustee under the Deed of Trust by Substitution at Book 5594, Page 756, Wake County Registry; after a prior substitution naming E. Cader Howard as first Substitute Trustee; and

WHEREAS, under and by virtue of the power and authority in Grantor vested by the Deed of Trust and according to the terms and the stipulations of the same, and Grantor having instituted a Special Proceeding before the Clerk of Superior Court of Wake County, as found in Proceeding file number "90-SP-1105", and after due advertisement as in said Deed of Trust provided and as by law required, and due and timely notice having been given to the parties entitled to notice of said Special Proceeding, and a hearing thereon having been conducted on May 28, 1993, whereupon John Kennedy, Clerk of Superior Court of Wake County, North Carolina authorized Grantor to proceed under the Deed of Trust and sell the real property and other property, rights, and interests encumbered by the Deed of Trust (herein and in the Deed of Trust called the "Mortgaged Property"), Grantor did schedule such sale for June 18, 1993, at

11:00 A.M., after due notice to the parties entitled thereto, posting notice of sale, and due publication of notice in the Raleigh News and Observer, as required by statute; and said sale having been conducted at said date and time, Grantor did expose the Mortgaged Property for sale at public auction at the Wake County Courthouse, in Raleigh, North Carolina, subject to all prior liens, unpaid taxes, title defects, restrictions, easements of record, assessments and other encumbrances, if any; when and where Grantee became the last and highest bidder for said Mortgaged Property at the price of Four Million Eight Hundred Seventeen Thousand One Hundred Twenty-five and no/100 ($4,817,125.00); and

WHEREAS, Grantor duly reported said sale to the Clerk of Superior Court of Wake County on said June 18, 1993, as by law required, and thereafter said sale remained open more than ten (10) days, and no advance bid was placed thereon in the time allowed by law; and

WHEREAS, said purchase price has now been fully paid by payment of the full amount of said bid price taken as a credit against the unpaid balance of the Note secured by the Deed of Trust, said unpaid balance being a sum in excess of the amount bid at such sale; and

WHEREAS, Grantor has filed with the said Clerk of the Wake County Superior Court a Final Report and Account showing all receipts and disbursements of Grantor, and said Clerk has audited and approved the said Final Report and Account;

NOW, THEREFORE, in consideration of the foregoing and the payment of said purchase price by Grantee, the receipt of which is hereby acknowledged, and pursuant to the authority vested in him by the terms of the said Deed of Trust, Grantor does hereby bargain, sell, grant and convey unto Grantee and its successors and assigns, all those certain lots or parcels of land lying and being in the County of Wake, State of North Carolina, and being more particularly described on **Exhibit One** attached hereto and by this reference made a part hereafter, together with all improvements located thereon, and also together with: (i) all of Grantor's interest in all other fixtures, personal property, and other property, rights, and interests constituting a part of the Mortgaged Property under the Deed of Trust; and (ii) all right, title, and interest of Grantor in all leases, rents, and profits, if any, covering all or any portion of the Mortgaged Property.

TO HAVE AND TO HOLD the said land and improvements, and the remainder of the Mortgaged Property, together with all privileges and appurtenances as thereunto belonging, unto the said Grantee, its successors and assigns, forever, in as full and ample manner, as Grantor, as Substitute Trustee, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Grantor, as Substitute Trustee of the aforesaid Deed of Trust, has hereunto set his hand and affixed his seal the day and year first above written.

William R. Hoke (SEAL)
William R. Hoke, Substitute Trustee

WAKE COUNTY JUL 19.93

[redacted] 9635.00 TRAN 22

STATE OF NORTH CAROLINA

Real Estate Excise Tax

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

The Notary Public, certifies that William R. Hoke, Substitute 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/Seal this 19 day of ~~May~~ July 1993.

PATRICIA L. HADDOCK NOTARY PUBLIC WAKE COUNTY

Patricia L. Haddock
Notary Public

My Commission Expires: 3-1-96

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Patricia L. Haddock 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 Lynette H. Rambeau
Asst./Deputy Register of Deeds

STO/PLH/R4/A:KAYDEN.TRU

EXHIBIT A

BEGINNING at an iron pipe marking the intersection of the western right-of-way line of Jones Franklin Road (60 feet wide) with the southern right-of-way line of Fort Sumter Road (80 feet wide); runs thence South 58° 45' 17" West 122.71 feet to an iron stake; runs thence (along the westerly right-of-way of a service road sometimes known as Appleton Drive) South 15° 05' 16" West 280.87 feet to an iron stake; runs thence North 71° 02' 14" West 595.22 feet to an iron stake, corner with property (now or formerly) of J. & E. Pilos; runs thence with the westerly line of properties (now or formerly) of J. & E. Pilos, South 03° 53' 51" West 207.80 feet to an iron stake; runs thence with the westerly line of property (now or formerly) of E. W. Guess and J. E. Stone South 04° 21' 01" West 498.37 feet to an iron stake approximately 7 feet South of the northerly right-of-way line of U. S. Highway 1 South (which right-of-way is 300 feet); runs thence with a circular curve to the right having a radius of 5579.58 feet in a westerly direction to an iron stake approximately 6 feet south of the northerly right-of-way of U. S. Highway 1 South, said curve having a chord bearing and distance of South 71° 57' 25" West 327.84 feet; runs thence South 76° 36' 01" West 200.01 feet to an iron pipe near the northerly bank of Walnut Creek, and continuing the same course approximately 12 feet to the center line of Walnut Creek; runs thence with the meanders of the center line of Walnut Creek in a general westerly direction approximately 490.0 feet to a point in the center line of Walnut Creek (which call along the center line of Walnut Creek is evidenced by a reference line commencing at the iron pipe at the terminus of the preceding call reading South 76° 36' 01" West and running North 70° 38' 18" West 428.13 feet to another iron pipe near the northern bank of Walnut Creek); runs thence from the point in the center line of Walnut Creek at the end of the 490 foot call North 03° 29' 44" East approximately 12 feet to the iron stake at the terminus of the aforementioned reference call, and thence continuing the same course (along the easterly line of property known as Roylene Acres, a map of which is recorded in Book of Maps 1955, page 7, Wake County Registry) 708.38 feet to an iron stake in the southeasterly right-of-way line of Dana Drive, continuing the same course across Dana Drive 78.44 feet to an iron stake the northwesterly right-of-way line of Dana Drive, and still continuing the same course 42.72 feet to an iron stake; runs thence (still with the easterly right-of-way line of Roylene Acres) North 03° 42' 39" East 677.20 feet to an iron stake in the southern right-of-way line of Fort Sumter Road (60 feet wide) at its western terminus, and continuing the same course (crossing Fort Sumter Road) 51.96 feet to an existing iron pipe and North 02° 32' 16" East 8.06 feet to an iron pipe in the northern right of way of Fort Sumter Road at its western terminus; runs thence North 02° 32' 16" East 180.12 feet to an iron pipe (which pipe is the control point for the survey on which this description is based); runs thence South 85° 21' 04" East 245.02 feet to an iron pipe (which pipe is at the southeastern corner of Wilmot Drive [undeveloped]); runs thence (in part along the southerly line of property known as Fairview Acres, in part along the southern line of property known as Fairview Hills, and in part along the southern line of Barringer Drive) the following courses and distances: South 85° 16' 17" East 124.85 feet to an iron pipe; South 85° 17' 19" East 402.55 feet to an iron pipe; and South 86° 45' 16" East 730.10 feet to an iron pipe, which pipe is the northwest corner of property (now or formerly) of H. B. Franklin; runs thence with the Franklin line South 06° 24' 20" West 313.89 feet to an iron pipe and South 81° 44' 54" East 199.46 feet to an iron pipe in the western right-of-way line of Jones Franklin Road; runs thence with said line of Jones Franklin Road the following courses and distances: South 08° 09' 03" West 353.07 feet to an existing iron pipe, continuing the same course 18.03 feet to another existing iron pipe and continuing the same course 2.80 feet to an iron pipe in the northern right-of-way line

of Fort Sumter Road (80 feet wide at its eastern terminus); thence crossing Fort Sumter Road runs South 08° 16' 11" West 77.57 feet to the point and place of BEGINNING, and being Property of Consolidated Capital Properties III all according to a boundary survey by J. Fred Davis, Jr., Registered Land Surveyor, with a latest revision date of February 14, 1981.

SAVING AND EXCEPTING from the foregoing property the following parcel: Commence at an iron stake in the southerly right-of-way line of Charleston Road at its western terminus as shown on map of New Charleston Village recorded in Book of Maps 1967, page 113, Wake Registry; runs thence (partly crossing the western terminus of Charleston Road) North 34° 21' 35" West 41.25 feet to an iron pipe; runs thence along a circular curve to the right having a radius of 215.63 feet an arc distance of 99.98 feet in a southwesterly direction to an iron stake; runs thence South 02° 34' East 50 feet to an iron stake; runs thence South 87° 05' 57" West 68 feet to an iron pipe; runs thence along a circular curve to the right having a radius of 212.19 feet an arc distance of 28.02 feet in a westerly direction to an iron pipe; runs thence South 13° 10' 13" East 184.01 feet to an iron pipe; runs thence South 46° 17' 04" East 144.32 feet to an iron pipe; runs thence North 65° 56' 35" East 244.22 feet to an iron pipe; runs thence North 34° 52' 39" West 275.29 feet to the point of Beginning, and being shown on the map entitled "Property of Consolidated Capital Properties III by J. Fred Davis, Jr. (latest revision dated February 14, 1981) as "Now or Formerly S ngiotti & D. Schaaf".

WAKE COUNTY JUL 30 93 BK5715PG0194

[redacted] 262.00 TRAN 99

PRESENTED FOR REGISTRATION
93 JUL 30 PM 03:33
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

Real Estate Excise Tax 100549

This instrument should be mailed to the preparer, Joseph A. Calder, at 126 Hwy. 70, Suite 200, Garner, NC 27529

Brief Index Description: Lot 42, Hillsdale Forest

Excise Tax: $262.00

Parcel Identifier Number: 104288

This conveyance is insured by a policy of title insurance issued by Fidelity National Title Ins. Co..

NORTH CAROLINA GENERAL WARRANTY DEED

THIS WARRANTY DEED is made July 30, 1993 by and between:

James P. Leisy and wife, Sharon A. Leisy

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

Gary Frank Futrell and Virginia Lynn Parker
1319 Bloomingdale Drive
Cary, NC 27511

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does hereby give, grant, bargain, sell and convey unto the Grantee, its heirs, successors, administrators and assigns, all of that certain piece, parcel or tract of land situated, in Cary Cary township of said Wake County, North Carolina, and more particularly described as follows:

BEING all of Lot 42, Section 9, Block E, Hillsdale Forest Subdivision as depicted in Map Book 1978, Page 23, Wake County Registry.

The property herein described was acquired by the Grantor by deed recorded in Book 3977 at Page 496.

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

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

1. Public Utility Easements for Local Service.
2. The restrictive covenants recorded in Book 3588, Page 38.

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

James P. Leisy (SEAL)
James P. Leisy

Sharon A. Leisy (SEAL)
Sharon A. Leisy

SEAL-STAMP RY JOHN J. MILLER, III NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA, WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that James P. Leisy and Sharon A. Leisy, 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 30 day of July, 1993.

My commission expires: 1/26/97, John J. Miller III Notary Public.

This instrument was delivered at the settlement referred to in the notice of settlement filed by Joseph A. Calder, on _____.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ___ of John J. Miller, III

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 P. Anne Redd
Asst. Deputy Register of Deeds

BK5717PG0454

PRESENTED FOR REGISTRATION

93 JUL 30 PM 4:40

KEMNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

WAKE COUNTY

JUL 30 93

001079

[redacted] 104.00 TRAN 247

STATE OF NORTH CAROLINA

Real Estate Excise Tax

Excise Tax $104.00

Recording Time, Book and Page

Tax Lot No. 0121710 Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to HOLD: Waverly F. Akins

.....

This instrument was prepared by Waverly F. Akins, Attorney at Law

Brief description for the Index Lot 41-C, Sec. I, Athena Woods S/D

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of August, 1993, by and between

GRANTOR	GRANTEE
Bridgit P. Jones (formerly Bridgit L. Pederson) and husband, David A. Jones 2804 Patrie Place Raleigh, North Carolina 27613	Dave Barciz 5520-C Kaplan Drive 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 Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 41-C Section One of Athena Woods Subdivision, as shown in Book of Maps 1982, Page 327, Wake County Registry, reference to which is hereby made for a more accurate description.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc. 1981

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

Book 3465, Page 576, Book 3013, Page 639, Book 2928, Page 939, Book 2896, Page 216

A map showing the above described property is recorded in Plat Book ..... 1982 ..... page ..... 327 .....

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 CP&L easements in Book 530, Page 362 and Book 2908, Page 784.
Subject to Party Wall and Joint Driveway and Parking Lot Agreement recorded in Book 2988, Page 388.
Subject to Protective Covenants recorded in 2908, Page 693 and amended in Book 3000, Page 24, and Book 3010, Page 258.

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

Bridgit P. Jones (SEAL)

David A. Jones (SEAL)

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

NOTARY PUBLIC

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Bridgit P. Jones and husband, David A. Jones 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 July, 1993.

My commission expires: 1/30/96 Sabitha R. Horn Notary Public

SEAL-STAMP

Use Black Ink

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 Sabitha R. Horn

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 Meta W. Harris Deputy ~~Assistant~~ - Register of Deeds

N.C. Bar Assn. Form No. 3 © 1976, Revised 1977 Printed by Agreement with the N.C. Bar Assn. Poole Printing Co., Inc. P.O. Box 58487, Raleigh, N.C. 27658

BK5805PG0886

WAKE COUNTY

SEP 30 93

[redacted] 300.00 TRAN 116

000406

PRESENTED FOR REGISTRATION

93 SEP 30 PM 2:06

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

Real Estate Excise Tax

Excise Tax $300.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 95585

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Hold For: Brady, Schilawski, Earls and Ingram

.....

This instrument was prepared by Brady, Schilawski, Earls and Ingram

Brief description for the Index Lot 41, Hillsdale Forest

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29 day of September, 19 93, by and between

GRANTOR	GRANTEE
Thomas W. Cook and wife, Carol A. Cook	John B. Martin and wife, Jo-ann E. Martin 1317 Bloomingdale Drive Cary, NC 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 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 ....., Cary Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 41, Block E, Extensions to Hillsdale Forest Subdivision, Section 8, as shown on map recorded in Book of Maps 1976, Page 176, Wake County Registry.

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 .....

.....

A map showing the above described property is recorded in Plat Book 1976 page 176.

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. General service and utility easements of record.
2. REstrictive Covenants recorded in Book 2406, Page 693, Wake County Registry.
3. 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

Thomas W Cook
---(SEAL)
Thomas W. Cook

Carol A. Cook
---(SEAL)
Carol A. Cook

---(SEAL)

---(SEAL)

SEAL-STAMP

NORTH CAROLINA, Wake County.

THOMAS A. EARLS NOTARY PUBLIC WAKE COUNTY, N. C. My Commission Expires 8-6-94

I, a Notary Public of the County and State aforesaid, certify that Thomas W. Cook and Carol A. Cook Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29 day of September, 1993.

My commission expires: --- Tamara A. Earls Notary Public

Use Black Ink

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 Thomas A. Earls

---

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 Brigette D. Carlee Asst ---Deputy/Assistant Register of Deeds

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BK6074PG0758 [illegible]

WAKE COUNTY

APR 4 94

[redacted] NT 2650.00 TRAN 137

600

STATE OF NORTH CAROLINA

Real Estate Excise Tax

PRESENTED FOR REGISTRATION

94 APR -4 PM 4:25

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax 2650.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0023957 + 0112469

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to .....

.....

This instrument was prepared by William C. Matthews, Jr., Womble Carlyle Sandridge & Rice, Post Office Box 831, Raleigh, North Carolina 27602

Brief description for the Index Lots 2 and 3, Waters Edge Park (BOM 1979, Pg. 622)

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this ..... day of March, 19 94, by and between

GRANTOR	GRANTEE
NATIONSBANK OF VIRGINIA, N.A., trustee, a national banking association, successor by merger to the interests of SOVRAN BANK, N.A., trustee 600 East Main Street Seventeenth Floor Richmond, Virginia 23219	WATER'S EDGE, L.L.C., a North Carolina limited liability company

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:

All of Lots 2 and 3, Waters Edge Park, as shown on plat entitled "Future Development of Waters Edge Office Park," and recorded in Book of Maps 1979, Page 622, Wake County Registry.

N.C. Bar Assoc. Form No. 6 © 1977
Printed by Agreement with the N.C. Bar Association — 1981

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

.....

A map showing the above described property is recorded in Plat Book 1979 page 622 .

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:

1. 1994 taxes, a lien but not yet due and payable.
2. Easements and restrictions of record.
3. Recorded and unrecorded leases of the property.

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.

NATIONSBANK OF VIRGINIA, N.A., Trustee (Corporate Name)

By: ..... President

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

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(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

SEAL - STAMP

VIRGINIA
~~NORTH CAROLINA~~, CITY OF RICHMOND ~~County~~.
CITY

I, a Notary Public of the ~~County~~ and State aforesaid, certify that SALLY P GLEASON,

personally came before me this day and acknowledged that ~~he~~ she is ASSISTANT Secretary of NATIONSBANK OF VIRGINIA, N.A., a national banking association, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ~~President~~ VICE PRESIDENT, sealed with its corporate seal and attested by HER as its ASS'T Secretary.

Witness my hand and official stamp or seal, this 1ST day of OCTOBER, 1996.

My commission expires: 9-30-96 Carolee P. Duncan Notary Public

The foregoing Certificate(s) of Carolee P. Duncan

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: Loretta G. Vandeleant Deputy ~~Assistant~~ Register of Deeds.

1000

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Printed by Agreement with the N.C. Bar Association — 1981

POOLE PRINTING CO., INC. P.O. BOX 17376 RALEIGH, N.C. 27619

BK6127PG0528

PRESENTED FOR REGISTRATION

94 MAY 13 PM 3:53

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

000404

-0- Excise Tax

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 5373

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to CLIFTON & SINGER

.....

This instrument was prepared by CLIFTON & SINGER

Brief description for the Index 20.314 acres, WELLINGTON RIDGE

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 4th day of May, 19 94, by and between

GRANTOR	GRANTEE
H. WHICH CORPORATION	WIBEDE, INC.
3318 Ridgecrest Court Raleigh, NC 27607	Post Office Box 7108 Greenville, NC 27835

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 CARY, ... Township, WAKE County, North Carolina and more particularly described as follows:

REFERENCE IS HEREBY MADE TO EXHIBIT A WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc.-1981.

BK6127PG0529

The property hereinabove described was acquired by Grantor by instrument recorded in .....
Book 5982, Page 56, 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:

Ad valorem taxes, Restrictive Covenants and general service utility easements as may appear of record.

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

H. WHICH CORPORATION (Corporate Name)
By: Haywood E. Whichard Jr. (SEAL)
President
ATTEST: Asst. Secretary (Corporate Seal)

H. WHICH CORPORATION SEAL STAMP CORPORATE SEAL N.C.

USE BLACK INK ONLY

(SEAL)
(SEAL)
(SEAL)
(SEAL)

Use Black Ink

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

DEBRA S. DEEDS SEAL STAMP NOTARY PUBLIC PITT COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, Pitt County.
I, a Notary Public of the County and State aforesaid, certify that Haywood E. Whichard Jr. personally came before me this day and acknowledged that he is Asst Secretary of H. Which Corporation 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 Jim as its Asst Secretary.
Witness my hand and official stamp or seal, this 10th day of May, 19 94.
My commission expires: My Commission Expires April 6, 1998 Debra S. Deeds Notary Public

The foregoing Certificate(s) of Debra S. Deeds
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 Jane B. Johnson Deputy/Assistant - Register of Deeds

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EXHIBIT A

BEGINNING AT A POINT in the southern right of way of U.S. Highway 1 & 64 said point having a N.C. Grid Coordinates Y=728,471.61 and X=2,069500.03 (NAD 27) as shown on map entitled "Phase Map, Phase 1, Wellington Ridge, Owner - Bill Clark Construction Co." dated 8/5/93 by Cooper and Associates, thence from point of beginning NORTH 58 degrees 11' 12" EAST 1714.80 feet to a point in said U. S. Highway 1 & 64; thence leaving said U. S. Highway 1 & 64 SOUTH 31 degrees 48' 48" EAST 75.00 feet to a point in the northern line of Forest Park Way; thence along a curve having a Delta of 26 degrees 41' 30", a radius of 444.08, an arc of 206.88, a chord of 205.01, tangent of 105.35 and chord bearing of South 29 degrees 54' 10" WEST; thence continuing along Forest Park Way SOUTH 16 degrees 33' 25' WEST 230.78 feet; thence continuing along a curve in Forest Park Way having a Delta of 34 degrees 03' 25", a Radius of 464.76; an Arc of 276.26; a Chord of 272.21, a Tangent of 142.34 and Chord Bearing of North 33 degrees 35' 08" EAST; thence continuing along Forest Park Way SOUTH 50 degrees 36' 50" WEST 197.00 feet to a point; thence continuing along a curve in Forest Park Way a Delta of 33 degrees 15' 34", a Radius of 438.46, an Arc of 254.52, a Chord of 250.96, a Tangent of 130.96 and a Chord Bearing of South 33 degrees 59' 03" WEST to a point; thence continuing along the curve of Forest Park Way a Delta of 39 degrees 39' 54", a Radius of 438.46, an Arc of 303.64, a Chord of 297.51, a Tangent of 158.14 and a Chord Bearing of South 02 degrees 28' 41" EAST to a point; thence leaving Forest Park Way SOUTH 58 degrees 45' 05" WEST 201.20 feet to a point; thence SOUTH 78 degrees 41' 23" WEST 81.67 feet to a point; thence along a curve to the right a Delta of 51 degrees 51' 45", a Radius of 305.00, an Arc of 276.08, a Chord of 266.75, a Tangent of 148.31 and Chord Bearing of SOUTH 52 degrees 45' 31" WEST to a point; thence SOUTH 58 degrees 45' 05" WEST 573.03 feet to a point; thence NORTH 03 degrees 12' 48" EAST 996.45 feet to the point and place of BEGINNING and containing 25.37 acres as shown on map referenced herein above.

SAVE AND EXCEPT FROM the foregoing description that certain 5.0544 tract of land heretofore conveyed to Bill Clark Construction Co., Inc. by deed from Wibedi, Inc. dated September 1, 1993 and duly recorded in Book 5771, Page 601, Wake County Registry and more particularly described as follows:

BEGINNING at a point in the southern right of way of U.S. Highway 1 & 64 said point being South 58 degrees 11' 12" West 528.47 feet and South 58 degrees 11' 12" West from the N. C. Grid Coordinates of Y=728,471.61 and X=2,069,500.03 (NAD 27) as shown on map entitled "PHASE 1, WELLINGTON RIDGE" DATED 8/5/9 by Cooper & Associates, Land Surveyors; thence from said BEGINNING POINT SOUTH 31 degrees 48' 48" EAST 217.12 feet to a point; thence SOUTH 61 degrees 04' 53" WEST 108.40 feet to a point; thence SOUTH 31 degrees 48' 48" EAST 38.57 feet to a point; thence SOUTH 26 degrees 26' 00" EAST 30.96 feet to a point; thence SOUTH 20 degrees 32' 35" EAST 155.02 feet to a point; thence SOUTH 84 degrees 04' 22" EAST 104.53 feet to a point; thence NORTH 12 degrees 37' 29" EAST 89.16 feet to a point; thence SOUTH 77 degrees 10' 54" EAST 19.96 feet to a point; thence with a curve to the left having a radius of 5.02 feet an arc distance of 7.88 feet, chord distance of 7.10 feet and tangent of 5.02 feet and a chord bearing of NORTH 57 degrees 50' 59" EAST to a point; thence SOUTH 12 degrees 41' 37" WEST 12.26 feet to a point; thence SOUTH 63 degrees 15' 49" EAST 6.64 feet to a point; thence with the arc of a curve having a radius of 500.00 feet an arc distance of 62.06 feet; a chord distance of 62.02 feet, a tangent of 31.07 feet and a chord bearing of SOUTH 66 degrees 49' 10" EAST to a point; thence SOUTH 70 degrees 22' 31" EAST 44.06 feet to a point in the northern right of way of Forest Park Way; thence along the curve in the said northern right of way of Forest Park Way having a radius of 438.46, an arc distance of 254.52, chord distance of 250.96, tangent of 130.96 feet with a chord bearing of SOUTH 33 degrees 9' 03" WEST to a point in said northern right of way; thence continuing along the northern right of way of Forest Park Way SOUTH 50 degrees 36' 50" WEST 15.89 feet to a point in the northern right of way of Forest Park Way; thence leaving the northern right of way of Forest Park Way NORTH 39 degrees 23' 10" WEST 29.31 feet to a point; thence NORTH 29 degrees 42' 35" WEST 186.50 feet to a point; thence NORTH 22 degrees 46' 24" WEST 149.06 feet to a point; thence NORTH 31 degrees 48' 48" WEST 100.00 feet to a point in the southern right of way of U. S. Highway 1 & 64; thence along the said southern right of way of U. S. Highway 1 & 64 NORTH 58 degrees 11' 12" EAST 396.04 feet to the point and place of BEGINNING; and being designated as PHASE 1 containing 5.0544 acres as shown on map entitled "Phase 1, Wellington Ridge" by Cooper and Associates, Land Surveyors dated 8/5/93.

BK6388PG0243

000372

PRES... BY:
REGIS...
94 DEC 27 PM 2:49
...
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax NONE | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. out of 0115966

Verified by ..... County on the ..... day of ....., 19 .....

by .....

HOLD ~~MAIL~~ after recording FOR ~~XX~~ MONROE, WYNE AND LENNON, P.A.

This instrument was prepared by MONROE, WYNE AND LENNON, P.A. (without title certification)

Brief description for the Index Lot 3, Lake Shore Office Park

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 23rd day of December, 19 94, by and between

GRANTOR	GRANTEE
JOHN H. VOORHEES	LAKE SHORE ASSOCIATES, INC. 915-A Jones Franklin 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, ... Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 3, Lakeshore Office Park as shown on a map entitled "Property of John H. Voorhees, Township: Swift Creek, County: Wake, State: North Carolina" by Robert W. Keefe, Surveyor, dated November 28, 1994 and recorded in Book of Maps 1994, Page 1822, Wake County Registry. See also that map recorded in Book of Maps 1983, Page 1381, Wake County Registry.

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BK6388PG0244

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

Book 1661, Page 142, Wake County Registry

A map showing the above described property is recorded in Plat Book 1994 page 1822.

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:

1994 ad valorem taxes, easements and restrictions of record, including but not limited to those Protective Covenants recorded in Book 2291, Page 81, Wake County Registry and that 20 foot sanitary sewer easement 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.

(Corporate Name)

By: _____

_____ President

ATTEST:

_____

_____ Secretary (Corporate Seal)

USE BLACK INK ONLY

John H. Voorhees (SEAL)
JOHN H, VOORHEES

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

OREGON
[redacted] County.

I, a Notary Public of the County and State aforesaid, certify that John H. Voorhees Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23d day of December, 19 94

My commission expires: 12 1995 Chris A Weiss Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, _____ County.

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

My commission expires: _____ Notary Public

Use Black Ink

The foregoing Certificate(s) of Chris A. Weiss

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 P. Anne Redd Deputy/Assistant Register of Deeds

1000

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BK6395PG0368

WAKE COUNTY

DEC 30 94

[redacted] 260.00 TRAN 156

100588

STATE OF NORTH CAROLINA

Real Estate Excise Tax

REGISTER OF DEEDS
WAKE COUNTY

Excise Tax $ 260.00

Recording Time, Book and Page

Tax Lot No. 62330 Parcel Identifier No.

Verified by County on the day of , 19

by

Mail after recording to James H. Pardue

This instrument was prepared by James H. Pardue

Brief description for the Index Lot 25 Hillsdale Forest

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of December , 19 94 , by and between

GRANTOR	GRANTEE
CONSTANCE Y. SATTERWHITE	MUHAMMED ARIF and YASMEEN ARIF 1315 Kingston Ridge Drive 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 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 , Cary Township, Wake County, North Carolina and more particularly described as follows:

Being all of Lot 25,
Block E, Section 4,
Additions to Hillsdale Forest Subdivision
As shown on map recorded in Book of Maps 1965, Page 157,
Wake County Registry.

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

Book 3114, Page 576, 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:

Protective Covenants recorded in Book 1511, Page 157, Wake County Registry.

Easements, restrictions of record and ad valorem taxes for the year 1995 and years thereafter.

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)

Constance Y. Satterwhite (SEAL)

Constance Y. Satterwhite

(SEAL)

(SEAL)

(SEAL)

Use Black Ink Only

SEAL-STAMP

JAMES H. PARDUE
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 2-9-97

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Constance Y. Satterwhite 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 December, 1994.

My commission expires: _____ Notary Public

SEAL-STAMP

Use Black Ink

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 James H. Pardue

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 Barbara Ellis Deputy/~~Assistant~~ Register of Deeds

10a

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BK6621PG0592

000404

PRES.
REGIST
95 AUG -2 PM 1:03
REGISTER OF DEEDS
WAKE COUNTY
Recording Time, Book and Page

Excise Tax NONE

Tax Lot No. _____ Parcel Identifier No. 0031951
Verified by _____ County on the ___ day of _____, 19___
by _____

Mail after recording to: Malcolm E. Harris, P.O. Box 1100, Wake Forest, NC 27588-1100
This instrument was prepared by Malcolm E. Harris, Attorney at Law

Brief Description for the index 519 Jones Franklin Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 7th day of July, 1995, by and between

GRANTOR	GRANTEE
Beverly H. Thomas and Jesse S. McDaniel, Wife and Husband	Beverly H. Thomas and Jesse S. McDaniel, Wife and Husband 2301 Mecklenburg Avenue Charlotte, NC 28205

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 of their right, title and interest in 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 point in the center line of the road leading from Stephen's Store to Williams Crossing, the northwest corner of the lot of land formerly owned by Harold Aldridge and wife, now owned by Fannie A. Monneyham; and runs thence with the center line of said road North 8 degrees 55 minutes East 100 feet to a point; runs thence South 82 degrees 50 minutes East with D.L. Early's southern line 146.8 feet to a point in the western line of A.C. Hailey land; runs thence South 83 degrees 21 minutes East with the southern line of a lot of land conveyed by A.C. Hailey and wife to D.L. Early and wife, by Deed dated March 30, 1949, and recorded in Book 1010, page 639, a distance of 58.6 feet to an iron stake; runs thence South 8 degrees 55 minutes West 100 feet to an iron stake at the northeastern corner of the lot of land conveyed by A.C. Hailey and wife to Fannie A. Monneyham by Deed dated March 23, 1949 and recorded in Book 1010, Page 617; runs thence North 83 degrees 21 minutes West with the northern line of said Mooneyham Lot 54.6 feet to an iron stake; runs thence North 82 degrees 50 minutes West with the northern line of said Aldridge (now Mooneyham) Lot 149.6 feet to the point of BEGINNING, and being the land conveyed by David L. Early and wife, to Jerry Ross Hailey and wife, Esther B. Hailey, by Deed dated August 3, 1945, and recorded in Book 925, page 390, Wake County Registry, and also lot of land containing 0.13 of an acre shown as Lot No. 3 on a map of A.C. Hailey lot survey made by Sam Powell, Registered Land Surveyor, in March 1949, said Lot No. 3 being a part of the land conveyed by J.Y. Joyner and wife, to A.C. Hailey by Deed dated December 31, 1924, recorded in Book 456, page 290, Wake County Registry.

This conveyance is made for the purpose of vesting fee simple title in the Grantees as tenants by the entireties, pursuant to NCGS Sec. 39-13.3 (b).

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Printed by Agreement with the N.C. Bar Assoc. #003

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2761, Page 204, Wake County Registry, North Carolina.

A map showing the above described property is recorded in Book of Maps ____, Page ____, Wake County Registry, North Carolina.

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. Ad Valorem taxes for the year 1995 and subsequent years.
2. General service utility easements of record.
3. The lien of that Deed of Trust recorded in Book 1387, Page 498, Wake County Registry.

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

Beverly H. Thomas (SEAL)
Beverly H. Thomas

Jesse S. McDaniel (SEAL)
Jesse S. McDaniel

SEAL-STAMP DEBRA M. WORTH NOTARY PUBLIC MECKLENBURG COUNTY

NORTH CAROLINA, Mck County.
I, a Notary Public of the County and State aforesaid, certify that Beverly H. Thomas and Jesse S. McDaniel, Wife and Husband, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 26 day of July, 1995.

My Commission Expires: 11/21/98

Debra M Worth Notary Public

The foregoing Certificate (s) of Debra M. Worth

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 Meta N Harris Deputy/~~Assistant~~-Register of Deeds

BK6625PG0703

WAKE COUNTY AUG 7.95 000299

[redacted] 1700.00 TRAN 33

STATE OF NORTH CAROLINA Real Estate Excise Tax

REGISTER OF DEEDS
WAKE COUNTY
95 AUG -7 PM 2:25

Excise Tax $1700.00 Recording Time, Book and Page

Tax Lot No. OUT OF: 575-01 Parcel Identifier No. OUT OF: 0773.16.93-9833

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to Manning Fulton & Skinner, P.A. (STO)

This instrument was prepared by Petree Stockton, L.L.P.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 16 day of June, 19 95, by and between

GRANTOR	GRANTEE
OVERLAND NATIONAL LAND FUND LIMITED PARTNERSHIP, a Delaware limited partnership	HIGHWOODS/FORSYTH LIMITED PARTNERSHIP 3100 Smoketree Court, Suite 700 Raleigh, NC

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:

BEING all of that certain tract or parcel of land designated as Lot 5, containing 15.5207 acres, as shown on plat of survey recorded in Book of Maps 1992, Page 962, Wake County Registry.

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Printed by Agreement with the N. C. Bar Assoc. — 1981

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

.....

A map showing the above described property is recorded in Plat Book 1992 page 962.

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 all applicable restrictive covenants, easements and rights-of-way recorded in the Wake County Registry and the 1995 pro-rata share of the 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.

SEE ATTACHED SIGNATURE PAGE
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP

Use Black Ink

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

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 .....

.....

.....

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

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Printed by Agreement with the N. C. Bar Assoc. – 1981

IN WITNESS WHEREOF, the Grantor has hereunto set its seal and 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.

OVERLAND NATIONAL LAND FUND LIMITED PARTNERSHIP, a Delaware limited partnership (SEAL)

By: OVERLAND FUND II LIMITED PARTNERSHIP, General Partner (SEAL)

By: OVERLAND INVESTORS, INC., general partner

By: _____
Name: FRED E. LIAO
_____ President

Overland Investors, Inc. CORPORATE SEAL

Attest:

_____
Name: CHUAN S. WANG
_____ Secretary

(CORPORATE SEAL)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, JOHN S.P. LEE, a Notary Public of the County and State aforesaid, certify that Chuan S. Wang personally came before me this day and acknowledged that he is Secretary of Overland Investors, Inc., General Partner of Overland Fund II Limited Partnership, General Partner of Overland National Land Fund Limited Partnership, 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 CHUAN S. WANG as its _____ Secretary.

Witness my hand and seal, this 19TH day of JUNE, 1995.

_____

My Commission Expires:
Sep. 22, 1997

JOHN S. P. LEE
COMM. # 1004613
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires SEP 22, 1997

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate___of John S.P. Lee

_____ 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 P. Anne Redd
Asst./~~Deputy~~ Register of Deeds

BK6952PG0515

WAKE COUNTY

APR 30.96

[redacted] 316.00 TRAN 19

000189

PRESENTED FOR REGISTRATION:

96 APR 30 AM 10:08

KENNETH C. [illegible]
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

Real Estate Excise Tax

Excise Tax $316.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 215790 .....

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to GRANTEE

This instrument was prepared by Charles H. Sedberry

Brief description for the Index Lot 2 Benedum Place; Wellington PUD

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 28th day of March, 19 96, by and between

GRANTOR	GRANTEE
DAVE SERVOSS HOMES, INC.	JEFFREY F. DUFFY and MARIA ESTRELLA DUFFY 103 Benedum Place Cary, NC 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 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 Cary, Cary Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 2 as shown on that plat entitled, "Subdivision of Benedum Place, A Portion of Wellington PUD, Phase 1, Property of Goodwill Corporation, Cary, N.C." dated December 20, 1994, prepared by John Y. Phelps, Jr., Registered Land Surveyor, and recorded in Book of Maps 1995, Page 856, Wake County Registry.

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

Book 6819, Page 663, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1995 page 856.

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. Easements and restrictions of record.
2. Taxes for 1996 that are a lien on the property described above.

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.

DAVE SERVOSS HOMES, INC (Corporate Name)

By: James E. List Vice President

ATTEST: David T. Servoss Assistant Secretary (Corporate Seal)

USE BLACK INK ONLY

DAVE SERVOSS HOMES, INC. CORPORATE SEAL N. C.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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 _____, 19_____.

My commission expires: _____ Notary Public

SEAL-STAMP

JANIS MORABITO
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 6-22-2000

NORTH CAROLINA, WAKE County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that David T. Servoss, personally came before me this day and acknowledged that he is Assistant Secretary of DAVE SERVOSS HOMES, 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 Vice President, sealed with its corporate seal and attested by him as its Assistant Secretary. Witness my hand and official stamp or seal, this 28th day of March, 19 96.

My commission expires: 6-22-2000 Janis Morabito Notary Public

The foregoing Certificate(s) of Janis Morabito

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 Lisa M Nuckols Deputy/Assistant - Register of Deeds

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102

BK7034PG0678

000224

PRESENTED FOR REGISTRATION

96 JUN 20 AM 11:22

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax $0.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 171141, 76609

Verified by ..... County on the ..... day of ..... 19 .....

by .....

Mail after recording to hold for Richard O. Gamble

This instrument was prepared by Richard O. Gamble

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 19th day of January, 19 96, by and between

GRANTOR	GRANTEE
ALAN J. ALBRIGHT	SANDRA H. ALBRIGHT 5312 Burning Oak 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 that certain lot or parcel of land situated in the City of Raleigh and, Swift Creek Township, Wake County, North Carolina and more particularly described as follows:

Tract 1:

BEING all of Lot 77, Enchanted Oaks Subdivision, Section II, Phase II, according to a map recorded in Book of Maps 1987, Page 220, Wake County Registry.

TOGETHER WITH AND INCLUDING the property rights and benefits and subject to the Declaration of Covenants, Conditions and Restrictions as contained in that certain document recorded in Book 3833, Page 131, and amended by document recoreded in Book 4511, Page 711, Wake County Registry.

Tract 2:

BEING all of Lot No. 3 of Lloyds Little Acres, according to a map recorded in Book of Maps 1957, Page 65, Wake County Registry.

This deed conveys all right, title, and interest of the Grantor in said property to the Grantee.

By acceptance of this deed, the Grantee agrees to assume and pay all outstanding debts due on said property.

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Printed by Agreement with the N. C. Bar Assoc. – 1981

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

.....

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to essements, 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.

USE BLACK INK ONLY

Alan J. Albright (SEAL)

(SEAL)

(SEAL)

(SEAL)

(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

VARSHA N. PRAJAPATI NOTARY PUBLIC WAKE COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, Wake County.

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

Alan J. Albright Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11th day of June, 19 96

My Commission Expires October 29, 2000 Varsha N. Prajapati Notary Public

My commission expires: .....

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 instrumant 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.....

Use Black Ink

My commission expires: .... Notary Public

The foregoing Certificate(s) of Varsha N. Prajapati

.....

.....

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 Tammie Jackson Deputy/Assistant - Register of Deeds

1000

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Printed by Agreement with the N. C. Bar Assoc. – 1981

Holding: Clayton & Synigal

BK7723PG0317

PRESENTED FOR REGISTRATION
97 OCT 29 AM 8:26
REGISTER OF DEEDS
WAKE COUNTY

AMENDMENT TO DECLARATION OF CONDOMINIUM
UNDER THE PROVISION OF CHAPTER 47C OF THE GENERAL
STATUTES OF THE STATE OF NORTH CAROLINA AND COVENANTS,
CONDITIONS AND RESTRICTIONS OF WELLINGTON RIDGE, A CONDOMINIUM
PHASE 15

(SEE BOOK 6528, PAGE 879)

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC., hereinafter referred to as "Developer", a North Carolina corporation, and BILL CLARK HOMES OF RALEIGH, L.L.C., a North Carolina Limited Liability Corporation, successor Declarant, pursuant to the North Carolina Condominium Act ("Act");

WHEREAS, Successor Declarant is the owner of a portion of that certain tract or parcel of land in Wake County, State of North Carolina, and more particularly described in Exhibit "A-1" of that certain Declaration of Condominium as to WELLINGTON RIDGE, a Condominium, recorded in Book 6528, Page 879, Wake County Register of Deeds Office (hereinafter "Original Declaration"); and

WHEREAS, Developer now wishes to amend the Original Declaration pursuant to Developer's rights to amend said Original Declaration as contained in Article XII entitled "Amendment" and Article III entitled "Additional Real Estate" and pursuant to Developer's exercise of development rights pursuant to Sections 2-110 and 2-109 of the Act, by adding and delineating a portion of the property described on Exhibit "A-1" of the Original Declaration to the condominium area known as WELLINGTON RIDGE, a Condominium.

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described on Exhibit "A" attached hereto and on the plans and specifications of WELLINGTON RIDGE, a Condominium, Phase 15, as shown on the Condominium Plan prepared by Sullivan Surveying, dated October 15, 1997 and recorded in Condo File #158 of the Wake County Registry is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to Developer, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Affirmation of Declaration. The Declaration of Condominium Under the Provisions of Chapter 47C of the General Statutes of the State of North Carolina and of Covenants, Conditions and Restrictions of WELLINGTON RIDGE, a Condominium, as recorded in Book 6528, Page 879, Wake County Registry is hereby ratified, confirmed, restated and applied to WELLINGTON RIDGE, a Condominium, Phase 15, by this Amended Declaration of Condominium. Except as hereinafter contained and changed, said Original Declaration shall apply to WELLINGTON RIDGE, a Condominium, Phase 15, and is incorporated by reference herein as though fully set forth.

2. Location of Land. The Location of the land for WELLINGTON RIDGE, a Condominium, Phase 15, on which the improvements are located is set forth in Exhibit "A" attached hereto.

3. Development of Property. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such as prepared by Collins Evans, P.A., AIA, and Sullivan Surveying, R.L.S., such plans and specifications and the certificate of the Registered Engineer are in Condominium File #158 of the Wake County Registry, incorporated by reference and recorded in the Office of the Register of Deeds of Wake County.

Except as modified for the purpose of showing WELLINGTON RIDGE, a Condominium, Phase 15, all plans and specifications as heretofore recorded for WELLINGTON RIDGE, a Condominium, as appears of record in Condominium File #158 ("Original Plan") are ratified in all respects and incorporated herein by reference.

4. Unit Designation and Development. Units are shown and located on the plans and specifications of WELLINGTON RIDGE, a Condominium, Phase 15, referred to above and incorporated by reference. Each unit shall have access to the common elements as shown on the plans.

The aforementioned plans and specifications of said building are filed simultaneously herewith in the office of the Register of Deeds of Wake County and designated all particulars of said buildings, common elements and limited common elements including but not limited to, the layout, location, ceiling and floor elevations, unit numbers, dimensions of the units, location of the common elements, location of paring facilities, and other facilities affording access to each unit. Limited common elements are shown on said plans and Original Plan and more specifically described on Exhibit "B" attached hereto. Said plans are incorporated herein by reference for a more complete and accurate description.

5. Unit Information and Reallocation of Interest Among all Units.

A. The provisions contained in Section 13.12 regarding reassignment of undivided interest, and allocation of common expenses are amended to provide that undivided interest shall be reallocated equally and liability for common expenses shall also be reallocated equally except that insurance premiums are a common expense to be set by the master policy and will vary according to the size of the unit.

B. The unit information and allocations of interest originally contained in Exhibit "C" of the original Declaration are amended to show the appropriate information as to WELLINGTON RIDGE, a Condominium, including Phase 15, and is hereto attached and incorporated herein by reference as Exhibit "C".

IN WITNESS WHEREOF, the Declarant, BILL CLARK CONSTRUCTION CO., INC., has caused this Amendment to be executed by its Vice President and attested by its Assistant Secretary and its corporate seal hereunto affixed; and BILL CLARK HOMES OF RALEIGH, L.L.C. has caused this Amendment to be executed by its Managers, this the 29th day of October, 1997.

BILL CLARK CONSTRUCTION CO., INC.

ATTEST:

Gertrud D. McKinney
Asst. Secretary

BY: (Vice Pres)
Vice President

(CORPORATE SEAL)

SEAL

BILL CLARK HOMES OF RALEIGH, L.L.C.

BY: (Mgr)
CLYDE MCKINNEY, MANAGER

BY: Gertrud McKinney
GERTRUD MCKINNEY, MANAGER

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public in and for the aforesaid County and State, do hereby certify that Gertrud O. McKinney personally appeared before me this day and acknowledged that she is Assistant Secretary of Bill Clark Construction Co., Inc., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its Vice President, sealed with its corporate seal, and attested by herself as Assistant Secretary.

WITNESS my hand and notarial seal, this the 29th day of October, 1997.

Barbara J. Ellington
NOTARY PUBLIC

BARBARA J. ELLINGTON NOTARY PUBLIC WAKE COUNTY, N.C.

My Commission Expires: 4-6-2001

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public in and for the aforesaid County and State, do hereby certify that Clyde McKinney and Gertrud McKinney, Managers of Bill Clark Homes of Raleigh, L.L.C., each personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the ~~16th~~ 29th day of ~~July~~ October, 1997.

Barbara J. Ellington
NOTARY PUBLIC

BARBARA J. ELLINGTON NOTARY PUBLIC WAKE COUNTY, N.C.

My Commission Expires: 4-6-2001

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Barbara J. Ellington

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.

LAURA M. RIDDICK, Register of Deeds

By Robert A. Sellers
~~Asst./~~Deputy Register of Deeds

EXHIBIT "A"

That certain tract of land containing 2.8057 acres (Phase 15) as more particularly described on the plat referred to below:

The above tract of land is more particularly described on a map and plan prepared for record entitled "Map for Record: WELLINGTON RIDGE CONDOMINIUMS, Phase 15" prepared by Sullivan Surveying, dated October 15, 1997 and recorded in Condo File #158 of the Wake County Registry, which map is incorporated herein by reference for a more particular and accurate description. Said parcel of land is also a part of that land described as "Additional Real Estate" on Exhibit "A-1" which is a part of the Declaration of Condominium as to WELLINGTON RIDGE, a Condominium, recorded in Book 6528, Page 879 of the Wake County Register of Deeds Office.

Exhibit "B"

Limited Common Elements

Each unit shall have those limited common elements as shown on the Floor plans and as set forth below:

1. Balconies and patios. The balconies attached to the second floor units and the patios attached to the first floor units shall be limited common elements for the exclusive use of the unit which they are attached.

2. Entrance walks and stairs. The entrance walks and stairs attached to each building shall be limited common elements for the join use of all of the units located in the building.

3. Entrance doors and outside windows (glass). The entrance doors and windows, including glass facing the exterior of the units, are limited common elements for the exclusive use of the unit in which they are attached.

Exhibit "C"

Voting Rights: Each unit shall have one vote, with the total number of votes being equal to the total number of units.

Undivided Interest in Common Area and Liability for Common Expenses: Undivided interest in the common area shall be allocated equally such that each unit shall have a fractional interest in the common area, such faction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Liability for common expenses shall also be allocated equally, such that each unit shall pay a fractional portion of the common expenses, such fraction having "1" as the numerator, and having as the denominator, a number equal to the total number of units.

Such interest shall be reallocated according to this formula as new units are brought into the Condominium pursuant to Developer's rights.

WELLIN.15

BK8063PG0988

000402

PRESENTED
FOR
REGISTRATION

98 MAY 18 PM 12:23

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax None NC

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 117680

Verified by ..... County on the ..... day of ..... , 19 .....

by .....

Mail after recording to G. Rhodes Craver, Newsom, Graham, Hedrick & Kennon, P.A.
P.O. Box 51579, Durham, NC 27717-1579

This instrument was prepared by G. Rhodes Craver (without title examination)

Brief description for the Index Lot 44, Athena Woods, Sect. I

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15th day of April, 19 98, by and between

GRANTOR	GRANTEE
David R. Jackson and wife, Eleanor C. Jackson	Jackson-Nelson, LLC a North Carolina limited liability company 8312 Lakewood Drive Raleigh, NC 27613

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 44, as shown on plat of Athena Woods, Section I, as recorded in Book of Maps 1981, Page 109, Wake County Registry, to which reference is hereby made for a more particular description of the same.

10 00

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Printed by Agreement with the N. C. Bar Assoc. – 1981

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

.....

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

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.

David R. Jackson (SEAL)

Eleanor C. Jackson (SEAL)

(SEAL)

(SEAL)

(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

Use Black Ink Only

SEAL-STAMP

RHODES CRAVER NOTARY PUBLIC DURHAM COUNTY, N.C.

NORTH CAROLINA, DURHAM County.

I, a Notary Public of the County and State aforesaid, certify that David R. Jackson and Eleanor C. 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 1st day of April, 1998.

My commission expires: 3/15/2000 H. Rhodes Craver 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 H. Rhodes Craver

.....

.....

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 .....Deputy/Assistant - Register of Deeds

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BK8083PG0500

000557

PRESENTED FOR REGISTRATION

98 JUN 16 PM 12:02

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax: $0.00

Recording Time, Book and Page

Tax Lot No. ACCT #115965

Verified by
by

County on the day of , 19

Hold for: Wallace, Creech & Sarda, L.L.P.

This instrument was prepared by: Wallace, Creech & Sarda, L.L.P.

Brief description for the index: 25.219 Acres

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15th day of June, 1998, by and between

GRANTOR	GRANTEE
TRILLIUM ASSOCIATES LIMITED PARTNERSHIP, (formerly Wildwoods of Lake Johnson Associates, a North Carolina Limited Partnership)	WILDWOODS OF LAKE JOHNSON, L.L.C., a North Carolina Limited Liability Company 1200 Trillium Circle Raleigh, North Carolina 27606

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

See Exhibit A attached hereto.

12.

The property hereinabove described was acquired by Grantor in instrument recorded in Book 3177, Page 201, Wake County Registry.

A map showing the above described property is recorded in Book 1980, Page 988.

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

1. 1998 Ad Valorem taxes.

2. 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.

Trillium Associates Limited Partnership

By: Charles E Douthit (Seal)
Charles E. Douthit, General Partner

LISA K. WELLS NOTARY PUBLIC WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Charles E. Douthit, a General Partner in Trillium Associates Limited Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th day of June, 1998.

My commission expires: _____ Lisa K. Wells Notary Public

My Commission Expires 2-9-2003

NORTH CAROLINA, Wake COUNTY

The foregoing certificate of Lisa K. Wells 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 Laura M. Riddick
Asst./Deputy Register of Deeds

EXHIBIT A

Legal Description
Wildwoods of Lake Johnson, LLC

BEING ALL of that tract located in Swift Creek Township, Wake County, North Carolina, being more particularly described as follows:

BEGINNING at an iron pipe in the eastern line of Jones-Franklin Road (60 foot right of way), said pipe being located North 40° 54' 52" East 99.90 feet from a PK nail marking the intersection of the centerline of Jones-Franklin Road and the centerline of Denise Drive, said iron pipe also marking the southwest corner of lands comprising the Candler Swim Club; running thence with the southern line of said Swim Club North 72° 11' 33" East 334.89 feet to a pipe, another corner with Candler; thence North 09° 14' 58" East 32.96 feet to a concrete monument, the southwest corner of Lot 4 of Lakeshore Office Park; thence with the southern lines of Lots 4 and 3 of said Office Park South 84° 12' 15" East 428.26 feet to a concrete monument in the western line of lands belonging to the City of Raleigh and known as the Lake Johnson Property; thence with the western line of the City of Raleigh South 05° 44' 51" West 1,920.51 feet to a pipe in the northern line of Wayne Ridge Subdivision; thence with the northern line of Wayne Ridge Subdivision North 85° 00' 58" West 224.84 feet to a pipe marking the easternmost corner of the property of Vorhees Investment Co. (now or formerly); thence with the eastern line of said Vorhees Inv. property North 39° 31' 17" West 430.23 feet to a pipe in the cul-de-sac of Penwood Drive; thence with said cul-de-sac a curve to the left having a radius of 45.00 feet, an arc distance of 139.75 feet, chord bearing North 42° 40' 49" West and a chord distance 90.00 feet to a pipe, still in the line of said cul-de-sac, thence continuing with said cul-de-sac as it curves to the south which curve has a radius of 10.00 feet an arc distance of 2.57 feet, chord bearing of South 55° 04' 34" West and chord distance of 2.56 feet to an iron pipe marking the southeast corner of the property of Ruby H. Brown (now or formerly); thence with the eastern line of the property (now or formerly) of Brown, Pendergraft, Castleberry and Franklin Road Properties, North 06° 11' 04" East 1,138.99 feet to an iron pipe marking the northeast corner of the Franklin Road Properties tract; thence with Franklin Road Properties' northern line North 47° 48' 20" West 228.73 feet to a pipe in the eastern line of Jones-Franklin Road, thence with the eastern line of Jones-Franklin Road North 23° 01' 58" East 127.19 feet to the point and place of BEGINNING, containing 25.219 acres according to a survey entitled "Property of Wildwoods of Lake Johnson Limited Partnership" prepared by Talton Engineering, dated April 22, 1998.

R/B/WILDWOOD.LGL

BK8225PG2525

WAKE COUNTY NC 01/08/99
$1900.00 00062

STATE OF NORTH CAROLINA Real Estate Excise Tax

PRESENTED FOR REGISTRATION

99 JAN -8 PM 4:25

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax $1,900.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to William D. Bernard, BROWN & BUNCH

101 N. Columbia Street, Chapel Hill, NC 27514

This instrument was prepared by William D. Bernard

Brief description for the Index Piney Plains Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 8 day of January, 19 99, by and between

GRANTOR	GRANTEE
H & M DIVERSIFIED INVESTMENTS, INC., a North Carolina corporation	CROSSROADS HOLDINGS, LLC, a North Carolina limited liability company
2515 Fairview Road Raleigh, NC 27608	P. O. Box 1092 Henderson, NC 27536

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

SEE ATTACHED EXHIBIT A WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

12

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Printed by Agreement with the N. C. Bar Assoc. – 1981

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5925, Page 831

.....

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:

Easements, restrictions and other matters of record, if any.
Ad valorem taxes and assessments, if any, for 1999 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.

H & M DIVERSIFIED INVESTMENTS, INC. (Corporate Name)

By ..... President

Attest: ..... Secretary (Corporate Seal)

SEAL-STAMP

USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

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 ....., 19.....

My commission expires: ..... Notary Public

WILLIAM W. MERRIMAN III NOTARY PUBLIC WAKE COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Lynda R. McConnell,

personally came before me this day and acknowledged that he is ..... Secretary of H & M DIVERSIFIED INVESTMENTS, 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 8 day of January, 1999.

My commission expires: 9/30/2003 Notary Public

The foregoing Certificate(s) of William W. Merriman III

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 Sandra A. Ansell Deputy/~~Assistant~~ Register of Deeds

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

EXHIBIT A

BEGINNING at a new iron pipe in the northern right-of-way of Piney Plains Road (S.R. 1423), the southwest corner of the property of Piney Plains Partners as described in that certain deed recorded in Deed Book 4208, Page 833, Wake County Registry, and running thence the following courses and distances:

(a) South 33°36'11" West along the right-of-way of Piney Plains Road, a distance of 77.42 feet to an iron pipe; thence

(b) South 33°27'29" West along the right-of-way of Piney Plains Road, a distance of 99.92 feet to an iron pin; thence

(c) South 33°40'57" West along the right-of-way of Pine Plains Road, a distance of 22.92 feet to an iron pipe, the southeast corner of the property of CLP Associates as described in that certain deed recorded in Book 4386, Page 672, Wake County Registry; thence

(d) North 54°39'59" West 1,104.27 feet to an iron pipe in the southern right-of-way of U.S. Highway 1 and 64; (with NC Grid Coordinates of N-731,007.343 and E=2,073,732.468); thence

(e) North 60°28'50" East along the southern right-of-way of U.S. Highway 1 and 64, a distance of 229.79 feet to a rebar located at the southwest corner of Tract 1 described herein; thence

(d) South 54°13'01" East along the western property line of Tract 1 conveyed herein, a distance of 1,000.39 feet to the point and place of BEGINNING,

containing 4.934 acres, more or less, as shown on that certain plat of survey entitled "Boundary Survey for Crossroads Holdings, LLC," by Kenneth Close, Inc., dated January 5, 1999, and being all of that certain lot or parcel of land conveyed to H & M Diversified Investments, Inc., by deed recorded in Book 5925, Page 831, Wake County Registry.

PIN: 773.18-40-3658

11514\06\M\002TRACT.2

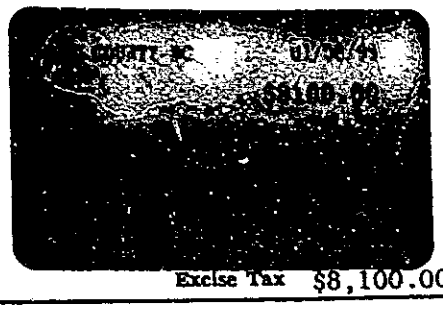
BK8225PG2528

000622

PRESENTED
FOR
REGISTRATION

99 JAN -8 PM 4:25

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY



Excise Tax $8,100.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to William D. Bernard, BROWN & BUNCH
101 N. Columbia Street, Chapel Hill, NC 27514

This instrument was prepared by William D. Bernard

Brief description for the Index Piney Plains Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 8 day of January, 19 99, by and between

GRANTOR	GRANTEE
PINEY PLAINS PARTNERS, a North Carolina general partnership 2515 Fairview Road Raleigh, NC 27608	CROSSROADS HOLDINGS, LLC, a North Carolina limited liability company P. O. Box 1092 Henderson, NC 27536

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

SEE ATTACHED EXHIBIT A WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

14

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. – 1881

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4208, Pages 319, 833, 837, 843 and 847

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:

Easements, restrictions and other matters of record, if any.
Ad valorem taxes and assessments, if any, for 1999 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.

H & M DIVERSIFIED INVESTMENTS, INC., Managing Partner of Piney Plains Partners, a North Carolina general (Corporate Name) partnership

By: _____

_____ President

Attest: _____

_____ Secretary (Corporate Seal)

JLG CORPORATION, Managing Partner of Piney Plains Partners, a North Carolina general partnership (SEAL)

By: _____

_____ President

Attest: _____

_____ Secretary

Use Black Ink Only

NORTH CAROLINA, WAKE County.

I, a Notary Public of the County and State aforesaid, certify that LYNDA P. MITCHELL,

personally came before me this day and acknowledged that she is _____ Secretary of H & M DIVERSIFIED INVESTMENTS, 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 her as its _____ Secretary.

Witness my hand and official stamp or seal, this 8 day of January, 1999.

*Managing Partner of Piney Plains Partners, a North Carolina general partnership

My commission expires: 9/30/2003 _____ Notary Public

Use Black Ink

NORTH CAROLINA, WAKE County.

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

personally came before me this day and acknowledged that she is _____ Secretary of JLG CORPORATION a North Carolina corporation,* and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by her as its _____ Secretary.

Witness my hand and official stamp or seal, this 8 day of January, 1999.

*Managing Partner of Piney Plains Partners, a North Carolina general partnership

My commission expires: 9/30/2003 _____ Notary Public

The foregoing certificate(s) of William W. Merrimon III

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 Sandra A. Wilcox Deputy/~~Assistant~~ Register of Deeds

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

EXHIBIT A

BEGINNING at an iron pin located in the northwest right-of-way line of Piney Plains Road (S.R. 1423), said beginning point also being the northeast corner of the property of H & M Diversified Investments, Inc., as described in Deed recorded in Book 5925, Page 831, Wake County Registry, and running thence the following courses and distances:

(a) North 54°13'01" West along the property line of H & M Diversified Investments, Inc., a distance of 1,000.47 feet to a rebar found in the southern right-of-way of U.S. Highway 1 and 64; thence

(b) North 60°28'50" East along the right-of-way for U.S. Highway 1 and 64, a distance of 140.87 feet to a right-of-way monument; thence

(c) (North 58°18'57" East along the right-of-way for U.S. Highway 1 and 64, a distance of 201.07 feet to a right-of-way monument; thence

(d) North 61°36'58" East along the right-of-way for U.S. Highway 1 and 64, a distance of 200.33 feet to a right-of-way monument; thence

(e) North 62°07'59" East along the right-of-way for U.S. Highway 1 and 64, a distance of 184.10 feet to a right-of-way monument; thence

(f) North 78°47'26" East along the right-of-way for U.S. Highway 1 and 64, a distance of 306.56 feet to a right-of-way monument; thence

(g) North 89°21'15" East along the right-of-way for U.S. Highway 1 and 64, a distance of 186.90 feet to a right-of-way monument; thence

(h) North 83°24'06" East a distance of 36.91 feet to an iron pin, the southwest corner of the property now or formerly owned by Baker Brown Building Incorporated (Book 4302, page 181); thence

(i) South 54°17'01" East a distance of 303.98 feet to an iron pin in the right-of-way of Piney Plains Road, which is also the northeast corner of the property described herein; thence

(j) South 34°35'13" West along the right-of-way for Piney Plains Road, a distance of 156.51 feet to an iron pin; thence

(k) South 34°35'13" West along the right-of-way for Piney Plains Road, a distance of 13.48 feet to an iron pin; thence

(l) Along a curve to the left in the right-of-way of Piney Plains Road, said curve having a radius of 1004.93 feet with a chord bearing of South 49°34'13" West, an arc distance of 100.48 feet to an iron pin; thence

(m) South 35°14'10" West along the right-of-way of Piney Plains Road, a distance of 211.46 feet to an iron pin; thence

(n) South 34°33'34" West along the right-of-way of Piney Plains Road, a distance of 84.86 feet to an iron pin; thence

(o) South 33°36'51" West along the right-of-way of Piney Plains Road, a distance of 47.56 feet to an iron pin; thence

(p) South 33°11'29" West along the right-of-way of Piney Plains Road, a distance of 100.04 feet to an iron pin; thence

(q) South 32°44'34" West along the right-of-way of Piney Plains Road, a distance of 100.43 feet to an iron pin; thence

(r) South 33°01'55" West along the right-of-way of Piney Plains Road, a distance of 99.39 feet to an iron pin; thence

(s) South 33°18'23" West along the right-of-way of Piney Plains Road, a distance of 99.70 feet to an iron pin; thence

(t) South 33°36'11" West along the right-of-way of Piney Plains Road, a distance of 22.44 feet to the point and place of BEGINNING,

containing 16.842 acres, more or less, as shown on that certain plat of survey entitled "Boundary Survey for Crossroads Holdings, LLC," by Kenneth Close, Inc., dated January 5, 1999, and being a recombination of all those certain lots or parcels of land conveyed to Piney Plains Partners by deeds recorded in Book 4208, Pages 319, 833, 837, 843 and 847, Wake County Registry.

PIN: 773.19-51-1378
773.18-41-8356
773.18-41-6188
773.18-41-5024
773.18-40-3952

11514\06\M\001TRACT.1

BK8237PG1843

PRESENTED FOR REGISTRATION

99 JAN 28 AM 11:10

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

000278

Excise Tax $-0-

Tax I.D. No. 230730

Instrument Prepared By: William H. Collier (WITHOUT TITLE EXAMINATION)
Return to Goodwill Corporation, 113 Yorkhill Drive, Cary, NC 27513

GENERAL WARRANTY DEED

THIS DEED is made this 10th day of January, 1999, by and between:

GRANTOR: Goodwill Corporation, a North Carolina corporation

GRANTEE: Wellington Park Homeowners Association

Address: c/o PPM, Inc.
P.O. Box 99657
Raleigh, NC 27627

(The designation of 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 the context.)

WITNESSETH:

THE GRANTOR, for a valuable consideration paid by the Grantee, the sufficiency and 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:

BEGINNING AT AN IRON STAKE ON THE SOUTHEAST RIGHT OF WAY OF U.S. HWY 1 & 64 (260' R/W) AND BEING THE NORTHEAST CORNER OF LOT 6, BENEDUM PLACE - PHASE 1 (B.O.M. 1995, PG 856) AND RUNS THENCE ALONG THE SOUTHWEST RIGHT OF WAY OF U.S. HWY 1 & 64, NORTH 58 DEG 06 MIN 19 SEC EAST 1043.95 FEET TO AN IRON STAKE, THE NORTHWEST CORNER OF DOROTHY L. PUTNEY (D.B. 601, PG. 3); THENCE RUNNING WITH DOROTHY L. PUTNEY, SOUTH 02 DEG 17 MIN 04 SEC WEST 104.69 FEET TO AN IRON STAKE, THE NORTHEAST CORNER OF LOT 7, BENEDUM PLACE - PHASE 2; THENCE RUNNING WITH THE LINE OF LOT 7, SOUTH 58 DEG 06 MIN 19 SEC WEST 171.21 FEET TO AN IRON STAKE AND SOUTH 19 DEG 56 MIN 50 SEC WEST 53.00 FEET TO AN IRON STAKE, THE NORTHWEST CORNER OF LOT 7 ON THE RIGHT OF WAY OF BENEDUM PLACE (40' R/W); THENCE RUNNING ALONG THE NORTHWEST RIGHT OF WAY OF BENEDUM PLACE THE FOLLOWING COURSES AND DISTANCES: THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 51 DEG 49 MIN 21 SEC, AN ARC LENGTH OF 45.22 FEET, AND A CHORD OF SOUTH 84 DEG 02 MIN 10 SEC WEST 43.70 FEET TO AN IRON STAKE; THENCE SOUTH 58 DEG 07 MIN 29 SEC WEST 549.96 FEET TO AN IRON STAKE; THENCE A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DELTA ANGLE OF 21 DEG 31 MIN 19 SEC, AN ARC LENGTH OF 129.59 FEET, AND A CHORD OF SOUTH 47 DEG 21 MIN 49 SEC WEST 128.83 FEET TO AN IRON STAKE; THENCE SOUTH 36 DEG 36 MIN 10 SEC WEST 59.40 FEET TO AN IRON STAKE, THE SOUTHEAST CORNER OF LOT 6; THENCE RUNNING WITH THE NORTHEAST LINE OF LOT 6, NORTH 32 DEG 20 MIN 45 SEC WEST 145.85 FEET TO AN IRON STAKE, THE POINT AND PLACE OF BEGINNING, CONTAINING 2.344 ACRES, AND BEING THE AREA DESIGNATED "COMMON OPEN SPACE (TO BE DEEDED TO HOMEOWNERS ASSOCIATION)" AS SHOWN ON PLAT ENTITLED "SUBDIVISION MAP FOR BENEDUM PLACE - PHASE 2" DATED SEPTEMBER 18, 1996, PREPARED BY L. DENNIS LEE, P.A., R.L.S. AND RECORDED IN BOOK OF MAPS 1997, PAGE 1438, WAKE COUNTY REGISTRY, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

1002

The property hereinabove described was acquired by Grantor by instruments recorded in the Wake County Registry in Book 5051, Page 229.

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 said real property in fee simple, has the right to convey the same in fee simple, that the 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. Restrictions, easements and rights of way of record and utility lines and rights of way in existence over, under, or upon the above-described property.
2. 1999 ad valorem taxes.

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.

Goodwill Corporation,
a North Carolina corporation

By: _____
President

ATTEST: _____
Secretary

(Affix corporate seal here)

NORTH CAROLINA, Wake County.

I, Carolyn E. Hahn, a Notary Public of the County of Wake, State of North Carolina, do hereby certify that Hassan Imam personally appeared before me this day and acknowledged that he is Secretary of **Goodwill Corporation**, 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 seal, this 26 day of January, 1999.

My commission expires: 03-03-03 _____
Notary Public

The foregoing Certificate(s) of Carolyn E. Hahn

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. LAURA M. RIDDICK REGISTER OF DEEDS FOR Wake County

By P. Anne Reed Deputy/Assistant-Register of Deeds.

BK8237PG1845

PRESENTED FOR REGISTRATION

99 JAN 20 AM 11:11

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

000279

Excise Tax $-0-

Tax I.D. No. 215807

Instrument Prepared By: William H. Collier (WITHOUT TITLE EXAMINATION)
Return to Goodwill Corporation, 113 Yorkhill Drive, Cary, NC 27513

GENERAL WARRANTY DEED

THIS DEED is made this 10 day of January, 1999, by and between:

GRANTOR: Goodwill Corporation, a North Carolina corporation

GRANTEE: Wellington Park Homeowners Association

Address: c/o PPM, Inc.
P.O. Box 99657
Raleigh, NC 27627

(The designation of 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 the context.)

WITNESSETH:

THE GRANTOR, for a valuable consideration paid by the Grantee, the sufficiency and 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:

BEGINNING AT AN IRON STAKE ON THE SOUTHEAST RIGHT OF WAY OF U.S. HWY 1 & 64 (260' R/W) AND BEING THE NORTHERN CORNER OF LOT 1, BENEDUM PLACE - PHASE 1 (B.O.M. 1995, PG 856) AND RUNS THENCE ALONG THE SOUTHWEST RIGHT OF WAY OF U.S. HWY 1 & 64, NORTH 58 DEG 07 MIN 37 SEC EAST 230.00 FEET TO AN IRON STAKE; THENCE SOUTH 31 DEG 52 MIN 07 SEC EAST 75.00 FEET TO AN IRON STAKE ON THE NORTHERN RIGHT OF WAY OF FOREST PARK WAY; THENCE RUNNING ALONG THE NORTHERN RIGHT OF WAY OF FOREST PARK WAY, THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 568.33 FEET, AN ARC LENGTH OF 163.20 FEET, AND A CHORD OF NORTH 80 DEG 07 MIN 45 SEC EAST 162.44 FEET TO AN IRON STAKE, A COMMON CORNER WITH LOT 1, BENEDUM PLACE - PHASE 1 (B.O.M. 1995, PG 856); THENCE RUNNING WITH THE WESTERN LINE OF LOT 1, NORTH 01 DEG 38 MIN 39 SEC WEST 157.32 FEET TO AN IRON STAKE, THE POINT AND PLACE OF BEGINNING, CONTAINING 0.4741 ACRE, AND BEING THE AREA DESIGNATED "COMMON OPEN SPACE (TO BE DEEDED TO HOMEOWNERS ASSOCIATION)" AS SHOWN ON PLAT ENTITLED "SUBDIVISION OF BENEDUM PLACE, A PORTION OF WELLINGTON PUD, PHASE 1, PROPERTY OF GOODWILL CORPORATION, CARY, N.C." DATED DECEMBER 20, 1994, PREPARED BY JOHN Y. PHELPS, JR., R.L.S. AND RECORDED IN BOOK OF MAPS 1995, PAGE 856, WAKE COUNTY REGISTRY, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

The property hereinabove described was acquired by Grantor by instruments recorded in the Wake County Registry in Book 5051, Page 229.

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 said real property in fee simple, has the right to convey the same in fee simple, that the 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.

1000

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

1. Restrictions, easements and rights of way of record and utility lines and rights of way in existence over, under, or upon the above-described property.
2. 1999 ad valorem taxes.

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.

Goodwill Corporation,
a North Carolina corporation

By: _____
_____ President

ATTEST: _____
_____ Secretary

(Affix Corporate Seal here)

NORTH CAROLINA, Wake County.

I, Carolyn E. Hahn, a Notary Public of the County of Wake, State of North Carolina, do hereby certify that Hassan Imam personally appeared before me this day and acknowledged that he is the Secretary of **Goodwill Corporation**, 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 seal, this 26 day of January, 1999.

My commission expires: 03-03-03 _____
Notary Public

The foregoing Certificate(s) of Carolyn E. Hahn

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. LAURA M. RIDDICK REGISTER OF DEEDS FOR Wake County

By P. Anne Redd Deputy/Assistant-Register of Deeds.

Wake County,NC 520
Laura M Riddick, Register Of Deeds

Presented & Recorded 07/08/1999 12 44 40
State Of NC Real Estate Excise Tax $560
Book 008356 Page 02430 - 02432

Excise Tax $560 00

Recording Time Book and Page

Tax Lot No

Parcel Identifier No 0783 17 01 6359 and 0783.17 01 7155

Verified by

County on the day of ,

by

Mail after recording to Steven I. Reinhard, Esquire of Ragsdale Liggett PLLC, Raleigh, NC

This instrument was prepared by Savage and Godfrey, LLP (No title examination)

Brief description for the Index Lot 1 , BOM 1999, p 1130

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 28th day of June , 1999 , by and between

GRANTOR	GRANTEE
HINDES BENNETT DEVELOPMENT COMPANY, a NC General Partnership	PINNACLE PARTNERS, LLC Address 2431 Schieffelin Avenue Apex, North Carolina 27502

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 1, containing 2 80 acres, as shown on map entitled "Survey for Hindes Bennett Development Company" by Derward W Baker & Associates, P A dated 4/12/99 and recorded in Book of Maps 1999, page 1130, Wake County Registry, reference to which is hereby made for greater certainty of description.

N C Bar Assoc Form No 3 © 1976 Revised © 1977 — J mes W ll ams & Co I c Bo 127 Yadk nv lle N C 27055
P ted by Ag me t w th th N C Ba A so — 1981

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

A map showing the above described property is recorded in Plat Book 1999 page 1130, WCR

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 Subject to standard service and utility easements, rights of way, and matters as shown on recorded map
2.Subject to 1999 ad valorem taxes, not yet due and 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 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

HINDES BENNETT DEVELOPMENT COMPANY (SEAL)

by Thomas T. Bennett, General Partner (SEAL)
Thomas T. Bennett, General Partner

by Charles J. Hindes (SEAL)
CHARLES J HINDES, Partner

(SEAL)

SEAL STAMP

NOTARY PUBLIC

Use Black Ink

NORTH CAROLINA Wake County

I a Notary Public of the County and State aforesaid certify that Thomas T. Bennett, General Partner and Charles J Hindes, Partner of Hindes Bennett Development Company 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 1999

My commission expires 5/30/2001 Jean S Poe Notary Public

SEAL-STAMP

Use Black Ink

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 008356 Page 02430 - 02432

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 578
Laura M Riddick, Register Of Deeds

Presented & Recorded 07/29/1999 13:28:37
State Of NC Real Estate Excise Tax : $460
Book : 008374 Page : 01261 - 01263

Excise Tax $460.00

Recording Time, Book and Page

Tax Lot No. . . . . Parcel Identifier No. 0115966

Verified by . . . . . County on the . . . . day of . . . . , 19 . . . .

by . . . . . .

Mail after recording to . . Grantee . . . . . .

This instrument was prepared by . Monroe, Wyne & Wallace, P.A. (without title certification)

Brief description for the Index Lot 4, BOM 1994, P. 1586

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this day of July , 19 99 , by and between

GRANTOR	GRANTEE
John H. Voorhees	Jones Franklin Properties, LLC c/o Sungate Design Group, P.A. 915-A Jones Franklin Rd. 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 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 4 as shown on plat entitled "Property of John H. Voorhees, Township: Swift Creek, County: Wake, State: North Carolina," by Robert W. Keefe, Surveyors, dated October 19, 1994 and recorded in Book of Maps 1994, Page 1586, Wake County Registry.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N C Bar Assoc -1981

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1661, Page 142, Wake County Registry

A map showing the above described property is recorded in Plat Book 1994 page 1586.

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 1999 ad valorem taxes, those matters shown on the above-referenced plat and easements and restrictions 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

ATTEST:

_____

_____ Secretary (Corporate Seal)

John H. Voorhees (SEAL)
JOHN H. VOORHEES

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

USE BLACK INK ONLY

SEAL-STAMP

~~NORTH CAROLINA~~ CALIFORNIA, San Diego County.

I, a Notary Public of the County and State aforesaid, certify that John H. Voorhees Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of July, 1999.

SUSAN M. HULL
COMM. # 1191528
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
COMM. EXP. JULY 30, 2002

My commission expires: July 30, 2002 Susan M. Hull Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

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

My commission expires: _____ Notary Public

Use Black Ink

The foregoing Certificate(s) of _____

_____

_____

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 : 008374 Page : 01261 - 01263

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 798
Laura M Riddick, Register Of Deeds

Presented & Recorded 10/15/1999 16:22:10
State Of NC Real Estate Excise Tax : $3860
Book : 008439 Page : 00562 - 00568

Excise Tax $3,860.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0748 00813 48

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to HOLD C.D. Heidgerd, Esq., Clifton & Singer, LLP - Box 43
4900 Falls of the Neuse Road, Suite 160, Raleigh, NC 27609

This instrument was prepared by Moore & Van Allen, PLLC

Brief description for the Index ±10.489 acres between Crossroads Blvd. and I-40
Cary, North Carolina

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 15 day of October, 19 99, by and between

GRANTOR	GRANTEE
CORNING ROAD, L.L.C., a Delaware limited liability company	CARY PROPERTIES, LLC, a North Carolina limited liability company
c/o Faison Capital Advisors 121 West Trade Street, Suite 2550 Charlotte, North Carolina 28202	c/o Capital Ford, Inc. 4900 Capital Boulevard Raleigh, North Carolina 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 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 Cary, ... Township, Wake County, North Carolina and more particularly described ~~as follows:~~ on Exhibit A attached hereto and incorporated herein by reference.

N. C. Bar Assoc. Form No. 6 © 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 . . . . . .

. . . . . .

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 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:

See Exhibit B attached hereto and incorporated herein by 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.

(Corporate Name)

By: ---

---**President**

ATTEST:

---**Secretary (Corporate Seal)**

USE BLACK INK ONLY

See Exhibit C attached hereto for signature and notary acknowledgment **(SEAL)**

---**(SEAL)**

---**(SEAL)**

---**(SEAL)**

SEAL - STAMP

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

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 ---

---

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.

N. C Bar Assoc. Form No. 6 © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N C 27055
Printed by Agreement with the N C Bar Assoc — 1981

~~EXHIBIT C~~

TO NORTH CAROLINA SPECIAL WARRANTY DEED FROM CORNING ROAD, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("Grantor"), TO CARY PROPERTIES, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY ("Grantee")

CORNING ROAD, L.L.C., a Delaware limited liability company (SEAL)

By: _____ (SEAL)
Name: Allen S. Jackson Jr.
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Patricia F. Waite, a Notary Public of the aforesaid County and State, do hereby certify that Allen S. Jackson, a Vice President of Corning Road, L.L.C., a Delaware limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 14th day of October, 1999.

Patricia F Waite
Notary Public

PATRICIA F. WAITE NOTARY PUBLIC MECKLENBURG COUNTY, NC

My Commission Expires:

6-22-2000

[NOTARIAL SEAL]

EXHIBIT A
TO NORTH CAROLINA SPECIAL WARRANTY DEED FROM
CORNING ROAD, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY ("Grantor"),
TO CARY PROPERTIES, LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY ("Grantee")

All that certain tract or parcel of land lying and being in the Town of Cary, Wake County, North Carolina, and more particularity described as follows:

BEING all of the property shown as a separate lot (containing a total area of 456,895 sq. ft. or 10.489 acres) as per plat thereof recorded in Book of Maps 1999 at Page 1909 in the office of the Register of Deeds of Wake County, North Carolina, and being more particularly and specifically described by meets and bounds as follows:

BEGINNING at an IPS Control Corner in the northern margin of the right of way of Crossroads Boulevard (as dedicated in Book of Maps 1990 at Page 312) and said IPS Control Corner being the northwestern corner of property now or formerly owned by Corning Road, L.L.C. as recorded in Deed Book 8091 at Page 2319, thence with the northern margin of the right of way of Crossroads Boulevard the following six bearing breaks: Along a curve to the left having a radius of 1466.89 feet and a chord bearing and distance of N 36° 28' 57" West 246.53 feet to an IPF, N 39° 56' 26" W 70.65 feet to an IPS, along a curve to the right having a radius of 205.00 feet and a chord bearing and distance of N 27° 19' 41" W 83.95 feet to an IPS, N 15° 35' 46" W 158.60 feet to an IPS, along a curve to the left having a radius of 295.00 feet and a chord bearing and distance of N 45° 54' 41" W 312.17 feet to an IPS, and N 76° 13' 35" W 41.55 feet to an IPS in the eastern line of property now or formerly owned by Service Merchandise Co., Inc. and New York Life Insurance Co. as recorded in Deed Book 4863 at Page 91 (said IPS being located N 13° 46' 25" E 12.26 feet from an IPF in the southeastern corner of said Service Merchandise property; thence with the eastern margin of Service Merchandise N 13° 46' 25" East 328.45 feet to an IPF; thence with the northern line of Service Merchandise and the northern line of the property now or formerly owned by Cary Crossroads Assoc. L.P. and New York Life Insurance Co. recorded in Deed Book 6801 at Page 368 and crossing an IPF in the northwestern corner of Service Merchandise and the northeastern corner of Cary Crossroads Assoc. L.P. N 31° 13' 35" W 157.09 feet to an IPS; thence continuing with the line of Cary Crossroads Assoc. L.P. the following three bearing breaks: N 03° 38' 00" W 78.72 feet to an IPS, N 23° 56' 35" E 153.55 feet to an IPS, and N 58° 48' 53" E 106.30 feet to an IPF in the southern margin of the right of way of Interstate 40; thence with the southern margin of the right of way of Interstate 40 following two bearing breaks: S 19° 12' 55" E 83.48 feet to an ECM and along a curve to the left (and crossing an IPF) having a radius of 2994.78 feet and a chord bearing and distance of S 32° 46' 02" E 1266.97 feet to an IPS in the northeastern corner of property now formerly owned by Corning Road, L.L.C. as recorded in Deed Book 8091 at Page 2319; thence with the northern line of Corning Road, L.L.C. S 48° 38' 56" W 434.52 feet to an IPS Control Corner, the point and place of BEGINNING, containing a total area of 456,895 sq. ft. or 10.489 acres according to an ALTA°ASCM Survey of a portion of Crossroads Center for Corning Road, L.L.C. prepared by The Rose Group and dated 10-11-99.

RESERVING, HOWEVER, unto Grantor, its successors and assigns, a temporary, non-exclusive construction easement upon, over, across and through that portion of the Property lying within one hundred feet (100') of the easterly margin of the right of way of Crossroads Boulevard (both the dedicated portion shown hatched on the above referenced plat and the portion which is designated as "Future Dedication" as shown on said plat) for the repair and re-construction of a curb inlet lying within the margins of the right of way of Crossroads Boulevard in the portion shown as "Future Dedication" on said plat, immediately adjacent to the designation "L2" on said plat, provided this temporary, non-exclusive easement shall terminate and expire automatically, without further action by the parties hereto, on March 1, 2000. Upon Grantor's completion of repair and re-construction activities to the curb inlet, Grantor shall restore the portion of the Property disturbed by Grantor's repair and re-construction activities to its original condition, provided Grantor shall not be required to restore vegetation, shrubs or trees damaged by its repair and re-construction activity.

TOGETHER WITH such rights, title and interest of the Grantor appurtenant to the Property under that certain Declaration of Easements, Covenants, Conditions and Restrictions for

Crossroads Park recorded in Book 6742 at Page 196 in the Wake County Public Registry, as amended by that certain Supplementary Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 7896 at Page 713 in the aforesaid registry (the "Declaration").

Grantor's conveyance of the Property to Grantee shall be subject to the following covenants, agreements and restrictions:

1. Grantee's use of the Property shall be subject to the following operational covenants (the "Operational Covenants"): (i) no outdoor loudspeakers shall be permitted to be operated on the Property (Grantee shall be permitted to utilize personal paging devices to page employees); (ii) all service bay doors installed and operated as a part of improvements to be constructed on the Property (the "Improvements") shall open and close automatically without a requirement that vehicle horns be sounded to obtain entry; (iii) all exterior lighting of the Property and the Improvements (except for emergency or security lighting) shall be limited to the hours between 7:00 a.m. and 9:30 p.m. each day; (iv) except for informational stickers and/or decals to meet local, state and/or federal governmental regulations or requirements of any manufacturer, no automobile window or windshield shall be marked with decals, soap or other signage or markings of a promotional nature; (v) no banners, balloons, blimps, streamers, temporary signage, beacon style lighting, or similar temporary signage or lighting designed to draw customer attention shall be permitted on the Property; (vi) if Grantee shall fail to maintain the landscaped perimeter areas, buffer areas or any berm located on the Property in accordance with the provisions of the Declaration, the Property Owner's Association created under the Declaration shall have the right to maintain any of said areas and to bill the Grantee for reimbursement of the costs to maintain said areas; (vii) all loading or unloading of automobiles to be displayed on the Property shall be conducted within the boundaries of the Property; (viii) service areas will be constructed so as to vent and dispose of vehicular exhaust emissions in an inoffensive manner and in compliance with all local governmental regulations; (ix) no body repair or painting activities shall be conducted on the Property; and (x) if Grantee shall be in default of any of the above set forth Operational Covenants, Grantor and/or the Property Owner's Association created under the Declaration shall be permitted to pursue against Grantee all rights and remedies at law or in equity provided for such default, including, but not limited to, injunctive relief and specific performance.

2. It is expressly agreed by Grantor and Grantee that the covenants, agreements and restrictions set forth in this Exhibit A shall run with the land, shall be held to bind the Property and subsequent owners and occupants thereof and shall inure to the benefit of Grantor and its successors and assigns. With respect to any obligation imposed upon Grantee hereby or herein, the acceptance of the Special Warranty Deed to which this Exhibit A is attached shall have the same binding effect upon Grantee and its successors and assigns as if said Deed were signed by Grantee.

EXHIBIT B
TO NORTH CAROLINA SPECIAL WARRANTY DEED FROM
CORNING ROAD, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY ("Grantor"),
TO CARY PROPERTIES, LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY ("Grantee")

1. The lien of ad valorem taxes for the year 1999 and subsequent years.

2. Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 6742 at Page 196 in the Wake County Public Registry, as amended by Supplementary Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park recorded in Book 7896 at Page 713 in the aforesaid registry. The real property described on Exhibit A to the Special Warranty Deed to which this Exhibit B is attached is hereby bound and subject to the provisions of the aforesaid Declaration of Easements, Covenants, Conditions and Restrictions for Crossroads Park.

3. Utility and Pipeline Agreement recorded in Book 4946 at Page 835 in the aforesaid registry.

4. Easements to Carolina Power & Light Company recorded in Book 936 at Page 73, Book 978 at Page 308, Book 1134 at Page 289 and Book 4222 at Page 747 in the aforesaid registry.

5. Easement to American Telephone and Telegraph Company recorded in Book 640 at Page 386 in the aforesaid registry.

6. Consent Judgments recorded in Book 2903 at Page 488 and Book 2738 at Page 570 in the aforesaid registry.

7. Reciprocal Easement Agreement between NCNB National Bank of North Carolina, as Trustee for The Public Employees Retirement System of Ohio and Hooker Atlanta (7) Corporation recorded in Book 4230 at Page 524 in the aforesaid registry, as amended by Amendment to Reciprocal Easement Agreement recorded in Book 4767 at Page 73 in the aforesaid registry, as amended by Agreement regarding Reciprocal Easement Agreement and Grant of Easements, recorded in Book 4767 at Page 125 in the aforesaid registry, and as amended by Agreement regarding Reciprocal Easement Agreement and Grant of Easement recorded in Book 4767 at Page 125 in the aforesaid registry.

8. All matters which would be revealed by an accurate and current physical and boundary survey of the property.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008439 Page : 00562 - 00568

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

North Carolina - Wake County

The foregoing certificate___ of Patricia J. Waite

_____ 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. Lachman
Assistant/Deputy Register of Deeds

This Customer Group
2 # of Time Stamps Needed

This Document
1 New Time Stamp
1 # of Pages

Wake County,NC 1405
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/29/1999 16:43:56
State Of NC Real Estate Excise Tax : $375
Book : 008450 Page : 02578 - 02580

Excise Tax $ 375.00

Recording Time, Book and Page

Tax Lot No. 0215797 Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to GRANTEE .....

This instrument was prepared by BRADY, SCHILAWSKI, & INGRAM P.L.L.C.

Brief description for the Index LT 1, BENEDUM PLACE

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29th day of October, 1999, by and between

GRANTOR	GRANTEE
MARVIN H. FARISS AND WIFE, AMELIA C. FARISS 200 CHAMPIONS FAIRWAY COURT ALPHARETTA, GA 30004	ROBBY E. MITCHELL AND WIFE, DIANA C. MITCHELL 101 BENEDUM PLACE CARY, NC 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 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 CARY, ... Township, Wake County, North Carolina and more particularly described as follows:

ALL OF LOT 1 OF BENEDUM PLACE SUBDIVISION, A PORTION OF WELLINGTON, AS SHOWN ON BOOK OF MAPS 1995, PAGE 856, WAKE COUNTY REGISTRY.

SoftPro CORPORATION

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

.....

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:
Easements and Restrictions of record.

1999 ad valorem taxes.

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

(Corporate Name)

By: ----------

----------President

ATTEST:

----------Secretary (Corporate Seal)

USE BLACK INK ONLY

Marvin H. Fariss (SEAL)
MARVIN H. FARISS

Amelia C. Fariss (SEAL)
AMELIA C. FARISS

---------- (SEAL)

---------- (SEAL)

SEAL-STAMP

MARILYN K. BRASWELL NOTARY PUBLIC FORSYTH COUNTY, GEORGIA

NORTH ~~CAROLINA~~, Georgia County.

I, a Notary Public of the County and State aforesaid, certify that MARVIN H. FARISS AND WIFE, AMELIA C. FARISS 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 October, 1999.

My commission expires: Notary Public, Forsyth County, Georgia My Commission Expires May 6, 2001 Marilyn K. Braswell Notary Public

SEAL-STAMP

Use Black Ink

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 ----------

---

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 : 008450 Page : 02578 - 02580

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

North Carolina - Wake County

The foregoing certificate___ of _____

Marilyn K. Braswell

_____ 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: Thedrick C. Baynor
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
3 # of Pages

Excise Tax: $0 - Gift

Mail to: R. Daniel Brady, P.O. Box 18237, Raleigh NC 27619
Prepared by: R. Daniel Brady (without search)

Brief description for the Index: 1720 Walnut Street, Cary, NC
#81354

Wake County,NC 762
Laura M Riddick, Register Of Deeds
Presented & Recorded 12/14/1999 16:10:01
Book : 008481 Page : 02449 - 02452

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED, made the 13 day of December, 1999, by **RAYMOND W. ALLEN**, widower, (hereinafter referred to as "Grantor") to R.W. ALLEN PROPERTIES, LLC (hereinafter referred to as "Grantee") having an address of 1116 Alcott Drive, Raleigh, NC 27609.

WITNESSETH:

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

See Attached Exhibit A

The property described above was acquired by Grantor by instrument recorded in Book 1910, Page 415, Wake County Registry.

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

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.

Raymond W. Allen (SEAL)
Raymond W. Allen

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that **Raymond W. Allen** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of December, 1999.

R. Daniel Brady
Notary Public

My Commission expires: _____

R. DANIEL BRADY
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 5-7-2001

EXHIBIT A

BEGINNING at a concrete monument located at the Southwest point of intersection of the rights of way of the Cary-Macedonia Road and new U.S. Highway #1, runs thence with the right of way of U.S. Highway #1, South 02 degrees 25 minutes 43 seconds, East 112.17 feet to another monument and south 46 degrees 01 minute 37 seconds, West 496.05 feet to a stake and South 46 degrees 55 minutes 37 seconds, West 156 feet to a stake in the line of J.W. Smith; thence with J.W. Smith North 26 degrees 19 minutes 17 seconds, East 154.3 feet, South 63 degrees 40 minutes 43 seconds, East 50 feet, and North 26 degrees 19 minutes 17 seconds, East 578.30 feet to a stake in the South right of way line of said Cary-Macedonia Road; thence Easterly with the South right of way line of said road as it curves slightly to the right a radius of 905.25 feet for a distance of 119.91 feet to the BEGINNING, according to a map of Property of Raymond W. Allen et al by Smith & Smith, dated January 19, 1970, and recorded in Book of Maps 1969, page 355, Wake County Registry, Sc3 Book 1149, page 215; Book 1189, page 462; and Book 1249, page 461, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008481 Page : 02449 - 02452

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

North Carolina - Wake County

The foregoing certificate___ of R. Daniel Brady

_____ 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

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
4 # of Pages

Wake County,NC 474
Laura M Riddick, Register Of Deeds

Presented & Recorded 02/10/2000 16:12:51
State Of NC Real Estate Excise Tax : $430
Book : 008517 Page : 01241 - 01243

Excise Tax 430.00

Recording Time, Book and Page

Tax Lot No. 095582 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 Lot 38, Block E Hillsdale Forest

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of February, 2000, by and between

GRANTOR	GRANTEE
JESSE J. SORRELL, JR. and wife, DONNA C. SORRELL	WILLIAM B. COTHRAN, III and wife, STEPHANIE F. COTHRAN 1311 Bloomingdale Drive 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 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 Cary, ... Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 38, Block B, Extensions to Hillsdale Forest Subdivision, Section Eight, as shown on map recorded in Book of Maps 1976, Page 176, Wake County Registry.

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 2682, Page 182, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1976 page 176.

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 Restrictions, Easements and Rights-of-way of record.
Subject to 2000 ad valorem taxes, not yet due and 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 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

Jesse J. Sorrell, Jr. (SEAL)

Donna C. Sorrell (SEAL)

Donna C. Sorrell

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

REBECCA L. STEVENS NOTARY PUBLIC HARNETT COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Jesse J. Sorrell, Jr. and wife, Donna C. Sorrell Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10th day of February, 2000.

My commission expires: 1-19-2003 Rebecca L Stevens Notary Public

---

SEAL-STAMP

Use Black Ink

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

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

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008517 Page : 01241 - 01243

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

North Carolina - Wake County

The foregoing certificate___ of _____

_____

_____

Rebecca L. Stevens

_____

_____ 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: Mark Smith

Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
__3__ # of Pages

Wake County,NC 23
Laura M Riddick, Register Of Deeds

Presented & Recorded 04/10/2000 08:48:34

Book : 008559 Page : 00070 - 00072

Rev. –0-

(For Recording Data)

Parcel Identifier/Tax Account/PIN No.: 0120053, 0114074, 0117678, 0120037, 0120060
Brief Description for the Index: 5 Lots
After recording, mail to: Grantee
Prepared by: Larry D. McBennett, Esq., Herring McBennett Mills Green & Finkelstein, PLLC
(without title search)

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 6th day of April, by and between Peggy F. Moore ("Grantor") and Mitchell Moore ("Grantee"), whose address is 6605 Secret Drive, Raleigh, NC 27612.

W I T N E S S E T H:

That the Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does remise, release and quitclaim unto the Grantee, his/her heirs and assigns, all right, title, interest, claim and demand which the Grantor has in and to those certain lots or parcels of land located in, Wake County, North Carolina, and being more particularly described as follows:

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

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the said Grantee, his or her heirs and assigns, forever, together with all rights, title and interest, if any, of the Grantor. This conveyance is made pursuant to NCGS 39-13.3 to sever the tenancies by the entireties between the Grantor and the Grantee and to vest title solely in the Grantee.

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

Peggy F. Moore

NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Peggy F. Moore, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6th day of April, 2000.

LARRY D. McBENNETT NOTARY PUBLIC WAKE COUNTY, N.C.

My Commission Expires: 2-20-2004

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 (5620 Thea Lane, Raleigh, NC) (Parcel ID# 0120053)

BEING all of Lot 28 as shown on plat of Athena Woods, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

Lot 2 (118/120 Noel Ann Court, Raleigh, NC) (Parcel ID#0114074)

BEING all of Lot 19, Hickory Ridge Subdivision, as the same is shown and described on a plat recorded in Book of Maps 1980, Page 432, Wake County Registry.

Lot 3 (5516 Kaplan Drive, Raleigh, NC) (Parcel ID#0117678)

BEING all of Lot 42, Athena Woods, Section One, as shown on a map recorded in Book of Maps 1981, Page 109, Wake County Registry.

Lot 4 (5541 Kaplan Drive, Raleigh, NC) (Parcel ID#0120037)

BEING all of Lot 12, Athena Woods, Section Two, as shown on a map recorded in Book of Maps 1981, Page 466, Wake County Registry.

Lot 5 (5544 Kaplan Drive, Raleigh, NC) (Parcel ID#0120060)

BEING all of Lot 35, Athena Woods, Section Two, as shown on a map recorded in Book of Maps 1981, Page 466, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008559 Page : 00070 - 00072

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

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_____ # of Pages

Wake County,NC 24
Laura M Riddick, Register Of Deeds
Presented & Recorded 04/10/2000 08:48:34
Book : 008559 Page : 00073 - 00075

Rev. –0- (For Recording Data)

Parcel Identifier/Tax Account/PIN No.: 0086734, 0117675, 0120040, 0120054

Brief Description for the Index: 4 Lots

After recording, mail to: Grantee

Prepared by: Larry D. McBennett, Esq., Herring McBennett Mills Green & Finkelstein, PLLC (without title search)

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 6th day of April, by and between Mitchell Moore ("Grantor") and Peggy F. Moore ("Grantee"), whose address is 6605 Secret Drive, Raleigh, NC 27612.

WITNESSETH:

That the Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does remise, release and quitclaim unto the Grantee, his/her heirs and assigns, all right, title, interest, claim and demand which the Grantor has in and to those certain lots or parcels of land located in, Carteret County, North Carolina, and being more particularly described as follows:

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

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the said Grantee, his or her heirs and assigns, forever, together with all rights, title and interest, if any, of the Grantor. This conveyance is made pursuant to NCGS 39.13.3 to sever the tenancies by the entireties between Grantor and Grantee and to vest title solely in the Grantee.

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

Mitchell Moore
Mitchell Moore

NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Mitchell Moore, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6th day of April, 2000.

My Commission Expires: 2-20-2004

LARRY D. McBENNETT NOTARY * * * PUBLIC WAKE COUNTY, N.C.

Larry D. McBennett
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 (6605 Secret Drive, Raleigh, NC) (Parcel ID# 0086734)

All of Lot No. 34, Hidden Valley II Subdivision, Part III, as shown on map thereof recorded in Book of Maps 1973, Vol. II, Page 189, in the Registry of Wake County, North Carolina.

Lot 2 (5521/5523 Kaplan Drive, Raleigh, NC) (Parcel ID#0117675)

BEING all of Lot 7 of Athena Woods, Section One as shown on plat recorded in Book of Maps 1981, Page 109, Wake County Registry.

Lot 3 (5605 Thea Lane, Raleigh, NC) (Parcel ID#0120040)

BEING all of Lot 15, as shown on plat of Athena Woods, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

Lot 4 (5616 Thea Lane, Raleigh, NC) (Parcel ID#0120054)

BEING all of Lot 29, Athena Woods, Section 2, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008559 Page : 00073 - 00075

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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 _____

_____

_____

_____

_____

_____ 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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This Document
_____ New Time Stamp
_____ # of Pages

Wake County,NC 242
Laura M Riddick, Register Of Deeds

Presented & Recorded 05/18/2000 13:15:27
State Of NC Real Estate Excise Tax : $11144
Book : 008588 Page : 00317 - 00321

Excise Tax $ 11,144.00 Recording Time, Book and Page

Tax Lot No._____ Parcel Identifier No. 187370

Verified By_____ County on the ___ day of _____, 2000

Prepared By_____

Mail after recording to PLEASE HOLD FOR MICHAEL G. SANDMAN # 169

This instrument was prepared by_____

Brief description for the Index

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this third day of May, 2000, by and between

GRANTOR	GRANTEE
TIF Investment Company LLC, a California limited liability company 10900 Wilshire Boulevard Suite 510 Los Angeles, CA 90024	**KSI Cary 483, LLC, a North Carolina limited liability company**

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

WITNESSETH, that the Grantor, in lieu of foreclosure, has and does hereby grant and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Cary, County of Wake, North Carolina, and more particularly described as follows:

See 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 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 caused this to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

TIF INVESTMENT COMPANY LLC,
a California limited liability company,

By: Tishman International Companies,
a California general partnership,
Manager

By: Tishman Investment Corp.,
a California corporation,
General Partner

By: _____
Alan D. Levy
Chairman

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On May 3, 2000, before me, Gloria E. Logan, a Notary Public in and for said County and State, personally appeared **ALAN D. LEVY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gloria E. Logan
Notary's Signature

[seal]

GLORIA E. LOGAN
Commission # 1183668
Notary Public - California
Los Angeles County
My Comm. Expires Jun 12, 2002

EXHIBIT "A"

LEGAL DESCRIPTION

Lying and being in Wake County, North Carolina, and being more particularly described as follows:

BEING all of Parcel 3, comprising 10.601 acres, as shown on that survey plat entitled "Plat of Subdivision for Cary Crossroads Associates, Cary, Wake County, North Carolina," dated August 6, 1990 and recorded in Book of Maps 1990, Page 999, Wake County Registry.

TOGETHER WITH rights and easements granted in that certain Reciprocal Easement Agreement recorded in Book 4230, Page 524, Wake County Public Registry, as amended by that certain Amendment to Reciprocal Easement Agreement by and between Hooker Atlanta (7) Corporation, NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and Cary Crossroads Associates, recorded in Book 4767, Page 73, said Registry, and that certain Agreement Regarding Reciprocal Easement Agreement and Grant of Easements between NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, and Cary Crossroads Associates, recorded in Book 4767, Page 125, said Registry.

ALSO TOGETHER WITH rights and easements granted in that certain Agreement Regarding Covenants, Conditions and Restrictions by and between NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Oho, and Cary Crossroads Associates, recorded in Book 4767, Page 154, said Registry.

ALSO TOGETHER WITH rights and easements granted in that certain Declaration of Easements, Covenants and Restrictions for Crossroads Plaza, dated August 29, 1990 and recorded in Book 4767, Page 312, said Registry.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008588 Page : 00317 - 00321

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

North Carolina - Wake County

The foregoing certificate___ of Gloria E. Logan

_____ 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
5 # 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, 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 JULY, 2000.

CURTIS A. TWIDDY NOTARY PUBLIC WAKE COUNTY, N.C.

My commission expires: 2-25-2003

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.

_____ Register of Deeds for _____ County
By: _____ 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
BRENT

PARCEL 6: 0117539; 716 ~~BRETNT~~ 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 rigt-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 lin 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 _____
_____
_____
_____
_____

_____ 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
_____10_____ # of Pages

Wake County,NC 92
Laura M Riddick, Register Of Deeds
Presented & Recorded 09/14/2000 09:58:04
Book : 008683 Page : 00523 - 00525

Excise Tax -0-

Recording Time, Book and Page

Tax Lot No. . . . Parcel Identifier No. 0154771, 0154772, 0154773

Verified by ... County on the day of ,

by

Mail after recording to ... PLEASE MAIL TO GRANTEE

This instrument was prepared by David R. Cockman, Attorney

Brief description for the Index LT 1,2and 3, Athens Dr. Twnhomes

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13th day of September , 2000 , by and between

GRANTOR	GRANTEE
DAVID R. COCKMAN	CHARLOTTE W. COCKMAN 5215 Webb Court Morehead City, NC 28557

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 1, 2 and 3, Athens Drive Townhomes, as shown on map recorded in Book of Maps 1986, Page 156 and as re-recorded in Book of Maps 1986, Page 2083, Wake County Registry.

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 8673, Page 370-372, Wake County Registry

A map showing the above described property is recorded in Plat Book 1986 page 156.

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:

Declarations, easements, covenants, restrictions, rights-of-way, of record, if any, and to 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)

SEAL-STAMP

USE BLACK INK ONLY

David R. Cockman (SEAL)
DAVID R. COCKMAN

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Use Black Ink

NORTH CAROLINA, WAKE County.

I, a Notary Public of the County and State aforesaid, certify that David R. Cockman Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of September, 2000

My commission expires: October 20, 2003 Paige Radford Gerald Notary Public

SEAL-STAMP

Use Black Ink

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

N C Bar Assoc Form No 3 © 1976, Revised © 1977 - James Williams & Co P O Box 127 Yadkinville N C 27055
Printed by Agreement with the N C Bar Assoc - 1981

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008683 Page : 00523 - 00525

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 Gayle Radford Gerald

_____

_____

_____

_____

_____ 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
__3__ # of Pages

Wake County,NC 634
Laura M Riddick, Register Of Deeds
Presented & Recorded 12/08/2000 16:19:34
State Of NC Real Estate Excise Tax : $180
Book : 008753 Page : 02289 - 02291

Excise Tax $180

Recording Time, Book and Page

Tax Lot No. . . . . Parcel Identifier No. 0112472 . . . .

Verified by . . . . . County on the day of . . . ,

by . . . . . .

Mail after recording to ANDY MARTIN (Box 135)

This instrument was prepared by Boxley, Bolton & Garber, LLP

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this . . day of , 2000 , by and between

GRANTOR	GRANTEE
WEDCO, LLC, a North Carolina Limited Liability Company	Beverly H. Thomas 2301 Mecklenburg Avenue Charlotte, NC 28205-3101

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:

BEING all of Lot 9 of Waters Edge Office Park as shown on a plat recorded in Book of Maps 1976, Page 184, Wake County Registry.

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 .....

.....

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:

(a) Ad valorem property taxes for the year 2000 and subsequent years.

(b) Easements, restrictions, and rights of way of record affecting the property.

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

USE BLACK INK ONLY

WEDCO, LLC (SEAL)

By: Richard E. Byrd (SEAL)

Richard E. Byrd, Managing Member

(SEAL)

(SEAL)

(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

SEAL-STAMP

NOTARY PUBLIC FRANKLIN COUNTY, N.C.

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Richard E. Byrd, Managing Member of WEDCO, LLC, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30 day of Nov., 2000

My commission expires: 10/05/02 Deborah L. Hall Notary Public

---

SEAL-STAMP

Use Black Ink

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

N C Bar Assoc Form No 3 © 1976, Revised © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N C 27055
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Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008753 Page : 02289 - 02291

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

North Carolina - Wake County

The foregoing certificate___ of Deborah F. Chalk

_____

_____

_____

_____

_____ 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
_____3_____ # of Pages

	Wake County,NC 202 Laura M Riddick, Register Of Deeds Presented & Recorded 01/09/2001 12:38:23 State Of NC Real Estate Excise Tax : $670 Book : 008776 Page : 02389 - 02392
Excise Tax $670.00	Recording Time, Book and Page

Tax Lot No._____ Parcel Identifier No. 0045883
Verified by Wake County on the _____ day of _____ 2001 by _____

After recording mail to: Kilpatrick Stockton LLP (CPC) 3737 Glenwood Avenue, Suite 400, Raleigh, NC 27612
This Instrument was prepared by: Kilpatrick Stockton LLP (CPC)

Brief description for the Index	911 Barringer Drive Raleigh, NC

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 4th day of January, 2001, by and between

GRANTOR	GRANTEE
Trustees of Tri-City Baptist Church	Raleigh Church of Christ, Inc., a NC non-profit corporation 911 Barringer Drive Raleigh, NC 27606

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 County of Wake, State of North Carolina, and being 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 8487, Page 499, 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. Taxes for the year 2001 and subsequent years not yet due and payable.
2. Building restriction lines, easements and any other facts shown on map recorded in Book of Maps 1993, Page 1149, Wake County Registry.
3. City of Raleigh Release recorded in Book 8314, Page 2030, 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.

Trustees of Tri-City Baptist Church

By: Steven MacCormack (seal)
Steven MacCormack, Trustee

By: Betty Allen (seal)
Betty Allen, Trustee

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Charles Patrick Crosby, Jr. Notary Public of Wake County and State aforesaid, certify that Steven MacCormack, and Betty Allen, Trustees of TRI-CITY BAPTIST CHURCH, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 4th day of January, 2001.

Notary Public

My commission expires:

4-5-2004

(Official Seal)

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Wake
Charles Patrick Crosby, Jr.
My Commission Expires 4-5-04

99993-251488
RALLIB01:584803.1

Exhibit A

Being those lots or parcels of land in Saint Mary's Township, Wake County, North Carolina, on the East side of Barringer Drive and described as follows: Beginning at an existing iron pipe, said pipe being along the Eastern right of way margin of Barringer Drive, said pipe also being the Southwest corner of a 0.5 acre tract described in Deed Book 5190, Page 58 and being the Northwest corner of Lot 154 as per Map Book 1945, Page 93, all of the Wake County Registry; thence with said 0.5 acre tract's Southern line South 86° 30′ 00" East 200 feet to an iron pipe set along the Northern margin of Lot No. 69; thence South 08° 03′ 08" West 148.76 feet to an iron pin set along the Northern line of a tract as described in Deed Book 3251, Page 534; thence with said Northern line North 85° 57′ 42" West 25.00 feet to an existing iron pipe; thence continuing with said Northern line North 86° 58′ 30" West 175.27 feet to an iron pipe set along the Eastern margin of Barringer Drive; thence along the Eastern margin of said drive North 08° 06′ 55" East 150.00 feet to the point of beginning, containing 0.68 of an acre, more or less, and being all of Lots 154, 155, 156, 157, 158 and 159 and the Western 25 feet of Lots 69, 70, 71, 72, 73 and 74, Block "C" Fairview Hills, Map Book 1945, Page 93, all of the Wake County Registry as shown on Map Book 1993, Page 1149, which plat is incorporated by reference.

Also being the same property shown as Lot 4 on that map entitled "Survey For Raleigh Church of Christ" by B.L. Scott & Co. dated 1/3/01 and recorded at Book of Maps 2001, Page 17, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008776 Page : 02389 - 02392

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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 Charles Patrick Crosby, Jr.

_____ 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. Renne Redd
Assistant/~~Deputy~~ Register of Deeds

This Customer Group
_____1_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
__4__ # of Pages

Wake County,NC 272
Laura M Riddick, Register Of Deeds

Presented & Recorded 03/21/2001 12:14:09
State Of NC Real Estate Excise Tax : $20
Book : 008845 Page : 00435 - 00437

Excise Tax $20.00 | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0076697

Verified by ..... County on the day of , 19 ...

by .....

Mail after recording to WER [Box 33]

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

Brief description for the Index: Parts Tract 129 & 130, 1954-23

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20th day of March , ~~19~~ 2001, by and between

GRANTOR	GRANTEE
JOHN STEVEN WIGGS, Executor under the will OF BETSY J. WIGGS, and JOHN STEVEN WIGGS and wife, JETTE R. JENSEN	FRED M. REIGHER and wife, FRANCES DUNCAN REIGHER 1233 Kingston Ridge Road Cary, NC 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 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 , Cary Township, Wake County, North Carolina and more particularly described as follows:

Beginning at a stake in the southeastern line of Lot 17A, Block E, Hillsdale Forest Subdivision (revision of Lots 16 and 17, Block E, as shown on Book of Maps 1962, Page 127, Wake County Registry) as shown on Book of Maps 2000, Page 690, Wake County Registry, said stake marking the northernmost corner of the property of (now or formerly) Ronald L. Hartis and wife (conveyed by deed recorded in Book 4335, Page 106, Tract 2, Wake County Registry), runs thence along the southeastern line of Lot 17A, Block E N 46° 33' 09" E 89.11 feet to a stake, the southernmost corner of Lot 16, Block E, runs thence along the southeastern line of Lot 16, Block E N 46° 22' 57" E 118.89 feet, more or less, to a stake, the westernmost corner of the property of Frederick M. Reigher and wife (conveyed by deed recorded in Book 5162, Page 465, Wake County Registry), runs thence in a southeastern direction along the southwestern line of the Reigher property 239.15 feet, more or less, to a stake in the northwestern right-of-way of Highway 1 & 64, runs thence along said right-of-way in a southwestern direction 218.00 feet, more or less, to a stake, the easternmost corner of the property of (now or formerly) Ronald L. Hartis and wife, runs thence along the northeastern line of the Hartis property in a northwestern direction 182.33 feet, more or less, to the point of beginning, containing 0.51-acre, more or less, and being that portion of Lots 129 and 130, Sallie Marcom Subdivision recorded in Book of Maps 1954, Page 23, Wake County Registry which lies northwest of Highway 1 & 64.

N.C. Bar Assoc Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc - 1981

The property hereinabove described was acquired by Grantor by instrument recorded in Estate File 00 E 268, Office of Clerk of Superior Court, Wake County

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:

2001 ad valorem taxes, not yet due and 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 hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

_____ President

ATTEST:

_____ Secretary (Corporate Seal)

SEAL-STAMP

USE BLACK INK ONLY

John Steven Wiggs, Executor of Estate Betsy J. Wiggs (SEAL)
John Steven Wiggs, Executor of the Estate Betsy J. Wiggs

John Steven Wiggs (SEAL)
John Steven Wiggs

Jette R. Jensen (SEAL)
Jette R. Jensen

(SEAL)

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that John Steven Wiggs, Executor u/w/o Betsy J. Wiggs and John Steven Wiggs and wife, Jette R. Jensen, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of March, ~~19~~ 2001

My commission expires: 6/28/04 W. E. Rouse, Jr. Notary Public

SEAL-STAMP

Use Black Ink

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 _____

_____

_____

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

N C Bar Assn Form No 3 © 1976, Revised 1977 Printed by Agreement with the N C Bar Assn. Poole Printing Co., Inc. P.O Box 58487, Raleigh, N C 27658

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008845 Page : 00435 - 00437

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 _____

W. E. Rowe Jr.

_____ 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
3 # of Pages

Wake County,NC 246
Laura M Riddick, Register Of Deeds
Presented & Recorded 04/12/2001 11:35:06
Book : 008875 Page : 00896 - 00899

Excise Tax $ 0.00

Recording Time, Book and Page

Tax Lot No. 0773.11.76.1381.000 Parcel Identifier No.

Verified by ..... County on the ..... day of .....

by .....

Mail after recording to McCoy, Weaver, Wiggins, Cleveland & Raper, 202 Fairway Drive, Fayetteville, NC 28305

This instrument was prepared by McCoy, Weaver, Wiggins, Cleveland & Raper, 202 Fairway Drive, Fayetteville, NC 28305

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9TH day of APRIL, 2001, by and between

GRANTOR	GRANTEE
March F. Riddle P.O. Box 53646 Fayetteville, NC 28305	Greater Raleigh Area Christian Education, Inc. 3510 Edwards Mill Road Raleigh, NC 27612

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:

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

N.C. Bar Assoc. Form No. L-3 © 1976, Revised 1977. NCBA 001

SoftPro CORPORATION

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7272, Page 696

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:
Easements, restrictions and rights of way of record, and taxes for the year of closing.

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

March F. Riddle (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

CAROL A. PARKER NOTARY PUBLIC CUMBERLAND COUNTY, NC

Use Black Ink

NORTH CAROLINA, Cumberland County.

I, a Notary Public of the County and State aforesaid, certify that March F. Riddle Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of April 2001

My commission expires: August 09, 2004 Carol A. Parker Notary Public

SEAL-STAMP

Use Black Ink

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

EXHIBIT "A"

That certain nine acre more or less parcel of land lying on the west side of Buck Jones Road and the north side of Interstate 40 and being the northern portion of the tract more particularly described as follows:

BEGINNING in the westerly right of way of Buck Jones Road in the northerly line of lands now or formerly owned by E. M. O'Daniel, said point being in the southerly line of the tract conveyed to L. Carl Liles and wife by C. A. Dillon and wife, et al, dated June 19, 1953, and recorded in Wake County Registry in Book 1128, Page 77; runs thence along the line of the lands now or formerly owned by E. M. O'Daniel North 83 degrees west 330 feet, more or less to a corner in line of lands now or formerly owned by Templeton; runs thence along the lands now or formerly owned by Templeton North 4 degrees 45 minutes East 1605 feet to a corner in lands now or formerly owned by Miss Bertie Goodwin; runs thence along the line of lands now or formerly owned by Miss Bertie Goodwin South 86 degrees 10 minutes East 1565 feet to the Westerly right of way of Buck Jones Road; runs thence in a southwesterly direction along the westerly right of way of Buck Jones Road 1700 feet, more or less, to the point of beginning and containing 34 acres, more or less, and being all of the land in the above referred to Deed from C. A. Dillon and wife, et al, to L. Carl Liles and wife lying west of the right of way of Buck Jones Road and being a part of the lands conveyed to L. Carl Liles and wife by Deed recorded in Book 1128, Page 77, Wake County Registry.

Less and except any and all conveyances of record in the Wake County Registry.

For history of title see deed recorded in Deed Book 1726, page 304, and Deed Book 7272, page 696, Wake County Registry

Tax Parcel Number 0773.11 76 1381 000

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008875 Page : 00896 - 00899

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 _____

Carol A Parker

_____ 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
4 # of Pages

Wake County,NC 856
Laura M Riddick, Register Of Deeds

Presented & Recorded 06/15/2001 16:39:33
State Of NC Real Estate Excise Tax : $340
Book : 008962 Page : 00067 - 00069

Excise Tax $ 340.00

Recording Time, Book and Page

Tax Lot No. 56764 Parcel Identifier No. ____
Verified by _____ County on the ____ day of _____, 20___
by _____

Mail after recording to GRANTEE
This instrument was prepared by MATTHEW A. SCHWEIZER

Brief Description for the index LOT 36, FOREST HILLS SUBDIVISION

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15th day of JUNE , 2001 by and between

GRANTOR	GRANTEE
JANE C. THOMAS	**FRANCISCO TALAVERA and wife, ELSIE T. TALAVERA** **1307 BLOOMINGDALE DRIVE CARY, NC 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 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:

BEING all of Lot 36, Block "E", Section Six, Forest Hills Subdivision, as shown on map recorded in Book of Maps 1971, Page 14, Wake County Registry. (See plat recorded in Book of Maps 1975, Page 130, Wake County Registry, which revises Book of Maps 1971, Page 14, to include a sanitary sewer easement.)

N.C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

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 , 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:

1. 2001 ad valorem taxes and taxes for all subsequent years.
2. All restrictions, covenants, and easements 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)

Jane C. Thomas (SEAL)
JANE C. THOMAS

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP OFFICIAL SEAL MELANIE C. GOOBIC Notary Public - North Carolina COUNTY OF WAKE My Commission Expires June 26, 2005

NORTH CAROLINA, WAKE County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that JANE C. THOMAS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th **day of** JUNE, 2001.

My commission expires: JUNE 26, 2005 .

Melanie C. Goobic Notary Public

SEAL-STAMP

NORTH CAROLINA, County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that
personally came before me this day and acknowledged that he/she 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 him/her 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.

N C Bar Assoc Form No 3 © 1977
Printed and modified by N C Bar Assoc

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008962 Page : 00067 - 00069

Yellow probate sheet is a vital part of your recorded document.
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WAKE COUNTY
NORTH CAROLINA

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

North Carolina - Wake County

The foregoing certificate___ of _____

_____

_____

Melanie C Godbout

_____

_____ 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: Machicle C. Baynor

Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
__3__ # of Pages

Mail After Recording to: Patrick C. Lee, PLS, Town of Cary
P.O. Box 8005, Cary, NC

PIN NUMBERS: 0773.18-41-1849; 0773.18-31-8794;
0773.18-31-7633

NORTH CAROLINA

WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
00-CVS-12430

Wake County,NC 662
Laura M Riddick, Register Of Deeds

Presented & Recorded 07/13/2001 16:07:31

Book : 008998 Page : 01251 - 01259

TOWN OF CARY,

Plaintiff,

vs.

COMMUNITY LIFE CHURCH, INC., DAVID J. MARTIN, JR.; CENTRAL CAROLINA BANK & TRUST CO.; SOUTHLAND ASSOCIATES, INC., TRUSTEE for CENTRAL CAROLINA BANK & TRUST CO.; WAKE COUNTY,

Defendants.

CONSENT JUDGMENT

FILED
01 JUL 13 PM 4:02
WAKE COUNTY, C.S.C.
BY

THIS CAUSE, came on before the Court for entry of Final Judgment upon the request, and with the consent, of all necessary parties.

The Court has examined the Record in this action and the stipulations of the parties, as evidenced by the consents and agreements reflected herein, and based upon such examination of the Record, and by and with the consent of the parties and the agreements as set forth herein, the Court makes the following:

FINDINGS OF FACT

1. This action was duly instituted on October 27, 2000, by the issuance of Summons and the filing of a Complaint, Declaration of Taking, and Notice of Deposit, along with the deposit into the Court of Six Hundred Thousand and no/100 Dollars ($600,000), the sum estimated by the Plaintiff, Town of Cary, to constitute just compensation for the taking of the property which is identified in the Complaint, the Declaration of Taking and Notice of Deposit, and as further described

in Exhibit "A" "Legal Description - Community Life Church", attached hereto and incorporated herein by reference.

2. All of the Defendants in this action were duly, properly, and timely served with process, either by Certified Mail, or by Acceptance of Service on a timely basis.

3. All parties having or claiming to have an interest in the property taken are properly before the Court.

4. Central Carolina Bank & Trust Co. and Southland Associates, Inc., Trustee for Central Carolina Bank & Trust Co. were originally named as Defendants in this action by virtue of a security interest in the subject property, such Deed of Trust recorded in Book 8228, Page 2659, Wake County Registry. The obligation secured by such Deed of Trust has been paid in full and canceled of record as recorded at Book 8735, Page 1630 and these Defendants are no longer necessary parties.

5. The Defendant Wake County has filed a Stipulation herein indicating that all taxes have been paid and Wake County no longer has any interest to be adjudicated in this action.

6. The defendant, David J. Martin, Jr. ("Martin") is the owner of property adjoining the properties described in Exhibit "A" "Legal Description - Community Life Church" attached, and these properties owned by the Defendant constitute the subject of a prior Order of June 29, 2001, previously entered in this action. Martin claims no interest in the property described in Exhibit "A" attached, other than the underlying fee ownership of the perpetual non-exclusive 50 foot easement as set forth by Order of June 29, 2001, such interest described in Deed of Easement and Exchange Agreement recorded in Book 8228, Page 2656, Wake County Registry, and Martin consents and agrees to the entry of this Judgment.

7. The Defendant Community Life Church ("CLC") has not conveyed or attempted to convey to any individual or entity, any interest whatsoever in the property taken from, and after the notice was given to, CLC that the Plaintiff Town of Cary intended to acquire the property taken by virtue of this action.

8. The Plaintiff, Town of Cary, possesses the power, duty and authority under North Carolina law to acquire the property taken by condemnation for the public use and purpose of providing an adequate and sound transportation system by constructing the Walnut Street/U.S. 1-64 Ramp Improvement Project.

9. The Plaintiff, Town of Cary, has paid to, or for the benefit of, the Defendant CLC, the deposit in this action in the amount of Six Hundred Thousand Dollars ($600,000) and has likewise paid additional compensation in the amount of Three Hundred Sixty Five Thousand Dollars ($365,000), a total of Nine Hundred Sixty Five Thousand Dollars ($965,000) as agreed just compensation for the property interests taken as identified in the Complaint, Declaration of Taking, and Notice of Deposit, and more specifically referenced as the "7.5 total acres, Survey for Community Life Church" by Derward W. Baker and Associates, P.A. dated May 27, 1999, together with the perpetual non-exclusive easement, 50 feet in width, both described by metes and bounds, as set forth in Exhibit "A" attached and incorporated herein by reference.

10. The total compensation as agreed upon between the Plaintiff Town of Cary and the Defendant CLC, and as paid by the Plaintiff Town of Cary to the Defendant CLC, is inclusive of any interest, costs, or attorneys' fees, as between the Plaintiff Town of Cary and the Defendant CLC and to which the Defendant CLC might otherwise have a claim or claim to be entitled.

11. The Defendant CLC waives any right it might otherwise have to seek additional sums

from the Plaintiff Town of Cary with regard to the properties as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

12. The Town of Cary and CLC agree to each bear their own costs in this action, including attorneys' fees.

13. The Court has previously issued an Order of June 28, 2001, filed June 29, 2001, relative to "unity of lands" and taxation of costs and attorneys' fees, as between the Plaintiff Town of Cary and the Defendant David J. Martin, Jr. ("Martin"). Those issues, and the underlying issue of compensation payable by the Plaintiff Town of Cary to the Defendant Martin as just compensation for properties contended by the Defendant Martin to have been taken from the Defendant Martin by virtue of this condemnation action, are reserved for subsequent proceedings herein.

Based upon the foregoing Findings of Fact, the Court reaches the following

CONCLUSIONS OF LAW

1. The Plaintiff, Town of Cary, was entitled to acquire and did acquire on October 27, 2000, the property of the Defendant, Community Life Church ("CLC") as described in the Complaint, Declaration of Taking and Notice of Deposit filed in this action, and as further described as the 7.5 total acres tract, and the perpetual non-exclusive 50 foot easement, both as described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference.

2. The proceedings herein as they appear from the pleadings are regular in all respects, the necessary parties to this Consent Judgment are properly before the Court, and the case, as respects the Plaintiff Town of Cary and the Defendant CLC, is appropriate for the entry of this Consent Judgment.

3. Except as expressly set forth herein, the Defendant CLC is not entitled to any further

relief from the Plaintiff Town of Cary, as a result of this taking of the property identified in Exhibit "A", or by virtue of the reservation herein of those matters remaining to be resolved as between the Plaintiff Town of Cary and the Defendant Martin, as detailed in Order of June 28, 2001.

NOW THEREFORE, by and with the consent of the Plaintiff Town of Cary, and the Defendants Community Life Church and David J. Martin, Jr., IT IS ORDERED, ADJUDGED and DECREED AS FOLLOWS:

1. The Plaintiff, Town of Cary, on October 27, 2000, by the filing of a Complaint, Declaration of Taking and Notice of Deposit has condemned and is and shall be permanently vested with the property interests, and estate described in the Complaint, Declaration of Taking and Notice of Deposit filed in this action as more particularly described in Exhibit "A" "Legal Description - Community Life Church" attached and incorporated herein by reference.

2. The Defendant CLC has received the funds deposited in conjunction with this action in the amount of Six Hundred Thousand Dollars ($600,000), and all additional funds in the amount of Three Hundred Sixty Five Thousand ($365,000) from the Plaintiff Town of Cary, as agreed, and such funds in the total amount of Nine Hundred Sixty Five Thousand Dollars ($965,000) constitute the sole and exclusive amount to which CLC is entitled for the property identified in Exhibit "A" attached and incorporated herein.

3. As between the Plaintiff Town of Cary and the Defendant Martin, this action continues with respect to those matters as set forth in the Order of the Court of June 28, 2001, filed June 29, 2001, and with respect to the determination of just compensation as between the Plaintiff Town of Cary and the Defendant Martin.

4. A copy of this Consent Judgment shall be certified under seal of the Court to the

Register of Deeds of Wake County and the Register of Deeds is hereby ordered to record this Consent Judgment among the records of Wake County.

5. The Plaintiff Town of Cary, and the Defendant Community Life Church, shall each bear their own costs, including, but not limited to attorneys' fees.

This 12th day of July, 2001.

Superior Court Judge Presiding

CONSENTED AND AGREED:

G. Nicholas Herman
Attorney for Plaintiff, Town of Cary

TOWN OF CARY

By: Patrick Charles Lee

W. Brian Howell

COMMUNITY LIFE CHURCH, INC.

By: Dan Stallard

T. Cooper Howell
Attorneys for Defendants
Community Life Church and
David J. Martin, Jr.

David J. Martin, Jr.

EXHIBIT A

LEGAL DESCRIPTION
COMMUNITY LIFE CHURCH

BEGINNING at an existing right of way monument in the northern right-of-way of U.S. Highway 1 and 64; thence with US 1 and 64 South 58 degrees 23 minutes 16 seconds West 343.66 feet to an iron pipe; thence South 58 degrees 04 minutes 37 seconds West 434.86 feet to an iron pipe; thence leaving said right-of-way and with the line of Collette C. Barbour (Deed Book 1186, Page 527) North 54 degrees 37 minutes 12 seconds West 296.06 feet to an iron pipe; thence with the eastern line of Hillsdale Forest Subdivision (Book of Maps 1962, Page 127, Lots 5 – 12) North 41 degrees 09 minutes 52 seconds East 403.49 feet to an angle iron, thence North 41 degrees 30 minutes 02 seconds East 392.42 feet to a new iron pipe; thence with the new property line of David J. Martin, Jr. South 63 degrees 36 minutes 11 seconds East 101.00 feet to a new iron pipe; thence South 48 degrees 50 minutes 08 seconds East 233.36 feet to a new iron pipe; thence South 34 degrees 48 minutes 44 second East 195.32 feet to the point and place of BEGINNING, and being shown as three contiguous tracts containing 7.5 total acres on a survey for "Community Life Church" by Derward W. Baker & Associates, P.A. dated May 27, 1999..

TOGETHER with a perpetual non-exclusive easement for ingress, regress and egress, both for vehicular and pedestrian traffic and for all utilities, both overground and underground, 50' in width and described as follows:

BEGINNING at a point which is the southwestern corner of Best Western and the southeastern corner of SB Hotel Cary Corp in the line of David J. Martin, Jr.; thence with Best Western South 63 degrees 36 minutes 00 seconds East 25.00 feet to a point; thence through the property of Martin South 26 degrees 21 minutes 31 seconds West 42.88 feet to a point; thence a curve to the right with a radius = 175.28 feet, Arc Length = 104.14 feet, and with a chord bearing of South 43 degrees 22 minutes 48 seconds West and chord length of 102.62 feet to a point (in the previous line of Martin and Community Life Church); thence a curve to the right with a radius = 175.28 feet, an arc length of 112.92 feet, with a chord bearing of South 78 degrees 51 minutes 24 seconds West with a chord length of 110.97 feet to a point; thence North 82 degrees 41 minutes 17 seconds West 21.68 feet to a point in the new line of Martin and Community Life Church; thence North 34 degrees 48 minutes 44 seconds West 67.41 feet to a point; thence South 82 degrees 41 minutes 17 seconds East 66.90 feet to a point; thence a curve to the left with a radius = 125.28 feet, an arc length of 56.20 feet, with a chord bearing of North 84 degrees 27 minutes 36 seconds East with a chord distance of 55.73 feet to a point; thence continuing a curve to the left with a Radius = 125.28 feet, Arc Length = 98.94 feet, with a chord bearing of North 48 degrees 59 minutes 00 seconds East and chord length = 96.39 feet to a point; thence North 26 degrees 21 minutes 31 seconds East 42.92 feet to a point in the line of SB Hotel Cary Corp.; thence with said SB Hotel Cary Corp South 63 degrees 36 minutes 00 seconds East 25.00 feet to the point and place of BEGINNING, containing 13,664 square feet, more or less.

Descriptions/CommunityLife Rev

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008998 Page : 01251 - 01259

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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 _____

_____

_____

_____

_____

_____ 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
__9__ # of Pages

Wake County,NC 283
Laura M Riddick, Register Of Deeds

Presented & Recorded 10/24/2001 12:46:05

Book : 009124 Page : 01631 - 01633

Excise Tax: $0 - Gift

Mail to: R. Daniel Brady, P.O. Box 18237, Raleigh NC 27619
Prepared by: R. Daniel Brady (without search)

Brief description for the Index: Lot 23, Block E. Section Three, Additions to Hillsdale Forest;
PIN 0046213

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED, made the 19 day of October, 2001, by and between John David McLawhorn, Jr. and wife, Margie B. McLawhorn (hereinafter referred to as "Grantor") unto John David McLawhorn, Jr., Trustee, or successor Trustee(s) of the John David McLawhorn, Jr. Revocable Trust dated the 21st day of September, 2001, a fifty percent (50%) undivided interest, and Margie Barnes McLawhorn, Trustee, or successor Trustee(s) of the Margie Barnes McLawhorn Revocable Trust dated the 21st day of September, 2001, a fifty percent (50%) undivided interest, said interests to be owned as equal tenants in common (hereinafter referred to as "Grantee"), having an address of 1311 Kingston Ridge Road, Cary, North Carolina 27511.

W I T N E S S E T H:

THAT Grantor has and by these presents does grant, bargain, sell and convey a fifty percent (50%) undivided interest to each Grantee as equal tenants in common (100% total) that parcel of land (hereinafter the "Property") located in Cary, Wake County, North Carolina and fully described as follows:

Being Lot No. 23, Block E, Section Three, Additions of Hillsdale Forest, as recorded in Book of Maps 1964, Page 64, Wake County Registry.

SUBJECT to Easements and Restrictions of Record.

The property described above was acquired by Grantor by instrument recorded in Book 1613 Page 529, Wake County Registry.

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

The purpose of this conveyance is solely to facilitate the administration of the Grantors' estates in the event of the death of either Grantor. This conveyance is not intended to affect the classification of marital or separate property in the event of a separation, divorce or equitable distribution of the Grantors' property.

The Trustee and successor Trustees shall have full power and authority

to convey the whole or any part of 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.

John David McLawhorn, Jr. (SEAL)
John David McLawhorn, Jr.

Margie B. McLawhorn (SEAL)
Margie B. McLawhorn

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that **John David McLawhorn, Jr. and wife, Margie B. McLawhorn** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19 day of October, 2001.

LINDA L. SHIRLEY NOTARY PUBLIC WAKE COUNTY, N.C.

Linda L Shirley
Notary Public

My Commission Expires 8-10-2003

My Commission expires: _____

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009124 Page : 01631 - 01633

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WAKE COUNTY
NORTH CAROLINA

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

North Carolina - Wake County

The foregoing certificate___ of _____

Linda C. Shirley

_____ 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: Laura M. Riddick C. Bayron
Assistant/Deputy Register of Deeds

This Customer Group
1 # of Time Stamps Needed

This Document
_____ New Time Stamp
3 # of Pages

Wake County,NC 24
Laura M Riddick, Register Of Deeds
Presented & Recorded 04/10/2000 08:48:34
Book : 008559 Page : 00073 - 00075

Rev. –0- (For Recording Data)

Parcel Identifier/Tax Account/PIN No.: 0086734, 0117675, 0120040, 0120054

Brief Description for the Index: 4 Lots

After recording, mail to: Grantee

Prepared by: Larry D. McBennett, Esq., Herring McBennett Mills Green & Finkelstein, PLLC (without title search)

NORTH CAROLINA QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 6th day of April, by and between Mitchell Moore ("Grantor") and Peggy F. Moore ("Grantee"), whose address is 6605 Secret Drive, Raleigh, NC 27612.

W I T N E S S E T H:

That the Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does remise, release and quitclaim unto the Grantee, his/her heirs and assigns, all right, title, interest, claim and demand which the Grantor has in and to those certain lots or parcels of land located in, Carteret County, North Carolina, and being more particularly described as follows:

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

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the said Grantee, his or her heirs and assigns, forever, together with all rights, title and interest, if any, of the Grantor. This conveyance is made pursuant to NCGS 39.13.3 to sever the tenancies by the entireties between Grantor and Grantee and to vest title solely in the Grantee.

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

Mitchell Moore
Mitchell Moore

NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Mitchell Moore, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 6th day of April, 2000.

My Commission Expires: 2-20-2004

LARRY D. McBENNETT NOTARY PUBLIC WAKE COUNTY, N.C.

Larry D. McBennett
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 (6605 Secret Drive, Raleigh, NC) (Parcel ID# 0086734)

All of Lot No. 34, Hidden Valley II Subdivision, Part III, as shown on map thereof recorded in Book of Maps 1973, Vol. II, Page 189, in the Registry of Wake County, North Carolina.

Lot 2 (5521/5523 Kaplan Drive, Raleigh, NC) (Parcel ID#0117675)

BEING all of Lot 7 of Athena Woods, Section One as shown on plat recorded in Book of Maps 1981, Page 109, Wake County Registry.

Lot 3 (5605 Thea Lane, Raleigh, NC) (Parcel ID#0120040)

BEING all of Lot 15, as shown on plat of Athena Woods, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

Lot 4 (5616 Thea Lane, Raleigh, NC) (Parcel ID#0120054)

BEING all of Lot 29, Athena Woods, Section 2, as recorded in Book of Maps 1981, Page 466, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 008559 Page : 00073 - 00075

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 249
Laura M Riddick, Register Of Deeds

Presented & Recorded 05/17/2002 11:37:47
State Of NC Real Estate Excise Tax : $5076
Book : 009419 Page : 00037 - 00041

Excise Tax $5,076.00

Recording Time, Book and Page

Tax Lot No. 574-35 Parcel Identifier No. 0773 1830 9506

Verified by ..... County on the day of ..., 19 .....

by .....

Mail after recording to William D. Bernard, BROWN & BUNCH, PLLC
101 N. Columbia Street, Chapel Hill, NC 27514

This instrument was prepared by William D. Bernard, BROWN & BUNCH, PLLC

Brief description for the Index 14.107 Acres, Piney Plains Road

NORTH CAROLINA GENERAL WARRANTY DEED

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

GRANTOR	GRANTEE
CLP ASSOCIATES, a North Carolina joint venture composed of Cary Land Partners Limited Partnership and Brookwood Associates, a North Carolina general partnership	CROSSROADS HOLDINGS, LLC, a North Carolina limited liability company 1101 Buck Jones Road 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 that certain lot or parcel of land situated in the City of , Cary Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING in the western right of way (60') of State Road 1423 (Piney Plains Road), at an iron pipe (N.C. Grid Coordinates N=729,880.943 and E=2,074,269.680), said pipe being the Northeastern corner of Lot 113 according to a map recorded in Book of Maps 1954, page 23, Wake County Registry, and runs thence along the line of said Lot 113 and Lot 123 according to said map N 54°38'54" W 1353.45' to an iron pipe; thence along the right of way of U.S. Highway 1 & 64 N 62°38'54" E 187.07'; thence N 60°30'48" E 369.16' to an iron pipe; thence along the line of Lot 129 according to said map S 54°39'11" E 1104.29 feet to an iron pipe in the western right of way of State Road 1423 (Piney Plains Road); thence along said right of way S 33°42'55" W 100.05 feet to a power pole in the right of way of State Road 1423; thence along the western right of way of State Road 1423 S 33°42'55" W 76.77' to an iron pipe; thence S 34°35'10" W 127.39' to an iron pipe; thence S 35°06'53" W 77.75' to an iron pipe; thence S 35°40'07" W 118.60' to the point and place of BEGINNING and containing 14.107 acres according to a survey by Kenneth Close, Inc. entitled "Property of CLP Associates" dated February 15, 1988, and revised November 14, 1988, and being all of Lots Nos. 93 through 112 and a portion of Lots 124 through 128 as shown in Book of Maps 1954, Page 23, Wake County Registry.

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 4386, Page 672

A map showing the above described property is recorded in Plat Book 1954 page 23.

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 ATTACHED EXHIBIT A WHICH IS 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.

(Corporate Name)

By: _____

_____President

ATTEST:

_____

_____Secretary (Corporate Seal)

USE BLACK INK ONLY

CLP ASSOCIATES, a North Carolina joint venture
By: Cary Land Partners Limited Partnership, joint venturer
By: Synco, Inc., a North Carolina corporation, a general partner
By: TH Hose (SEAL)
Timothy H. Hose, Executive Vice President
(SEE ALSO ATTACHED SIGNATURE PAGE) (SEAL)
By: Broadmoor Associates, a North Carolina general partnership, joint venturer
By: _____ (SEAL)
Glenn Futrell, Managing General Partner

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, Mecklenburg County.

I, a Notary Public of the County and State aforesaid, certify that Timothy H. Hose, Executive Vice President of Synco, Inc., a North Carolina corporation and general partner of Cary Land Partners Limited Partnership, a North Carolina limited partnership and a joint venturer in CLP Associates, a North Carolina joint venture, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16th day of MAY, 2002, on behalf of the corporation as general partner of Cary Land Partners Limited Partnership, a joint venturer.

My commission expires: Oct. 17, 2006 Beverly J. Driggers Notary Public
BEVERLY J. DRIGGERS

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, _____ County.

Witness my hand and official stamp or seal, this _____ day of _____, 2002.

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

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

Attachment to CLP Associates/Crossroads Holdings, LLC General Warranty Deed

CLP ASSOCIATES, a North Carolina joint venture

By: Brookwood Associates, a North Carolina general partnership, joint venturer

By: JLG Corporation, managing general partner

By: Glenn Futrell (SEAL)
Glenn Futrell, President

STATE OF NORTH CAROLINA

COUNTY OF Alamance

I, a Notary Public of the County and State aforesaid, certify that Glenn Futrell, President of JLG Corporation, a North Carolina corporation and managing general partner of Brookwood Associates, a North Carolina general partnership and a joint venturer in CLP Associates, a North Carolina joint venture, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the corporation as managing general partner of Brookwood Associates, a joint venturer.

Witness my hand and official stamp or seal this 16th day of May, 2002.

My commission expires: 1/3/07

Cynthia B. Jones
Notary Public

CYNTHIA B. JONES NOTARY PUBLIC ALAMANCE COUNTY

(SEAL-STAMP)

EXHIBIT A

1. Easement(s) to the Town of Apex for sewage transmission lines recorded in Book 2890, Page 476; and Book 2859, Page 912, Wake County Registry.

2. Easement(s) to Carolina Power and Light Company recorded in Book 956, Page 193; and Book 2890, Page 481, Wake County Registry.

3. Carolina Power and Light Company easement crossing the insured land as shown on survey by Kenneth D. Close, Registered Land Surveyor, dated August 15, 1987.

4. Easement affecting the southwest lot line as shown on survey by Kenneth D. Close, Registered Land Surveyor, dated August 15, 1987.

5. Utility and Pipeline Easement to the Town of Cary recorded in Book 4343, Page 585, Wake County Registry.

6. Building restriction lines, easements, and other matters shown on map recorded in Book of Maps 1954, Page 23, Wake County Registry.

7. Restrictive Covenants recorded in Book 252, Page 264; Book 262, Page 582; Book 528, Page 106; and Book 1359, Page 23, Wake County Registry.

8. Deed of Easement to the Town of Apex for sewage transmission lines recorded in Book 2859, Page 912, Wake County Registry.

9. Easements to Yadkin River Power Company recorded in Book 252, Page 264; and Book 262, Page 582, Wake County Registry.

10. Easements to CP&L recorded in Book 528, Page 106; Book 956, Page 193; Book 1171, Page 526; Book 2890, Page 481; and Book 8522, Page 2346, Wake County Registry.

11. Right(s) of Way Agreement to State Highway Commission recorded in Book 1359, Page 23, Wake County Registry.

12. Easements to Town of Cary recorded in Book 8550, Pages 1117 and 1120, Wake County Registry.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009419 Page : 00037 - 00041

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

North Carolina - Wake County

The foregoing certificate 5 of Beverly J. DRIGGERS
Cynthia B Faust

_____ 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: Michael D Blake
~~Assistant~~/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
5 # of Pages

WAKE COUNTY, NC 420
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/29/2002 AT 12:41:24

BOOK:009569 PAGE:00967 - 00970

Excise Tax
Tax Lot No. Nal Parcel Identifier No. Aut of 41319

After recording mail to: Grantee

This Instrument was prepared by: Kilpatrick Stockton LLP (JAB)

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29 day of AUGUST, 2002, by and between

GRANTOR	GRANTEE
DAVID J. MARTIN and wife, MARILYN B. MARTIN	GREATER RALEIGH AREA CHRISTIAN EDUCATION, INC., a North Carolina non-profit corporation 3510 Edwards Mill Road Raleigh, North Carolina 27612

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 the County of Wake, State of North Carolina, and more particularly described as follows:

Being all of the parcel labeled "Tract 1" and containing approximately 7.3127 acres as shown on the plat recorded in Book of Maps 2002, Page 1378 Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1626, Page 459, 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:

See Exhibit A attached hereto and incorporated herein by 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.

David J. Martin (SEAL)
DAVID J. MARTIN

Marilyn B. Martin (SEAL)
MARILYN B. MARTIN

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, ROBERT B. DASCOMBE, Notary Public of the County and State aforesaid, certify that David J. Martin and wife, Marilyn B. Martin, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 29 day of AUGUST, 2002.

Robert B. Dascombe
Notary Public

ROBERT B. DASCOMBE NOTARY PUBLIC WAKE COUNTY, N.C.
(Official Seal)

My commission expires: 09-18-06

2

Exhibit A

1. 2002 prorata share of ad valorem taxes.

2. Building restriction lines, easements and other facts shown on plat recorded in Book of Maps 1983, Page 1098, Wake County Registry.

3. Memorandum of Action to the Board of Transportation recorded in Book 2397, Page 516, Wake County Registry.

4. Supplemental Memorandum of Actions to the Board of Transportation recorded in Book 2404, Page 402, Wake County Registry.

5. Judgment in favor of the Board of Transportation recorded in Book 2738, Page 895, Wake County Registry.

6. Consent Judgment in favor of Carolina Power and Light Company recorded in Book 3901, Page 267, Wake County Registry.

7. Easement property line runs with Walnut Creek as shown on plat recorded in Book of Maps 1983, Page 1098. Wake county Registry.

8. Declaration of Easements, Covenants and Restrictions recorded in Book 9567 Page 959, Wake County Registry.

3 (10 pm final of 3 Pages)

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009569 Page : 00967 - 00970

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WAKE COUNTY
NORTH CAROLINA

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

North Carolina - Wake County

The foregoing certificate___ of Robert B Dalcombe

_____

_____

_____

_____

_____ 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
Dan Stewart
By: _____ DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
__4__ # of Pages

WAKE COUNTY, NC 421
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/29/2002 AT 12:41:24

BOOK:009569 PAGE:00971 - 00974

Excise Stamps
Tax Lot No. None Parcel Identifier No. 0174241319

After recording mail to: Kilpatrick Stockton LLP (JAB)
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

This Instrument was prepared by: Kilpatrick Stockton LLP (JAB)

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29 day of AUGUST, 2002, by and between

GRANTOR	GRANTEE
DAVID J. MARTIN and wife, MARILYN B. MARTIN	HOPE COMMUNITY CHURCH OF CARY, INC., a North Carolina non-profit corporation PO Box 858 Cary, North Carolina 27512

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 the County of Wake, State of North Carolina, and more particularly described as follows:

Being all of the parcel labeled "Tract 2" and containing approximately 7.3895 acres as shown on the plat recorded in Book of Maps 2002, Page 1378 Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1626, Page 459, 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:

See Exhibit A attached hereto and incorporated herein by 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.

David J. Martin (SEAL)
DAVID J. MARTIN

Marilyn B. Martin (SEAL)
MARILYN B. MARTIN

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, ROBERT B. DASCOMBE, Notary Public of the County and State aforesaid, certify that David J. Martin and wife, Marilyn B. Martin, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 29 day of AUGUST, 2002.

Notary Public

(Official Seal)

ROBERT B. DASCOMBE NOTARY PUBLIC WAKE COUNTY

My commission expires: 09-18-06

Exhibit A

1. 2002 prorata share of ad valorem taxes.

2. Building restriction lines, easements and other facts shown on plat recorded in Book of Maps 1983, Page 1098, Wake County Registry.

3. Memorandum of Action to the Board of Transportation recorded in Book 2397, Page 516, Wake County Registry.

4. Supplemental Memorandum of Actions to the Board of Transportation recorded in Book 2404, Page 402, Wake County Registry.

5. Judgment in favor of the Board of Transportation recorded in Book 2738, Page 895, Wake County Registry.

6. Consent Judgment in favor of Carolina Power and Light Company recorded in Book 3901, Page 267, Wake County Registry.

7. Easement property line runs with Walnut Creek as shown on plat recorded in Book of Maps 1983, Page 1098. Wake county Registry.

8. Declaration of Easements, Covenants and Restrictions recorded in Book 7647, Page 957, Wake County Registry.

3 Pgs (final of 3 Pages.)

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009569 Page : 00971 - 00974

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

North Carolina - Wake County

The foregoing certificate___ of Robert B DAScombe

_____

_____

_____

_____

_____ 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: Dan Stewart
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

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_____ New Time Stamp
_____4_____ # of Pages

WAKE COUNTY, NC 669
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/17/2002 AT 15:48:43
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $660
BOOK:009668 PAGE:02741 - 02743

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $660.00

Parcel Identifier No. 0040712 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: Lots 32-35, Block B, Fairview Hills

THIS DEED made this 15 day of October, 2002, by and between

GRANTOR	GRANTEE
CARY HOLDINGS, LLC	MATT E. LEONHARD AND WIFE, JANET L. LEONHARD 4928 Kudinger 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 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 LOTS 32-35, BLOCK B, FAIRVIEW HILLS SUBDIVISION ACCORDING TO PLAT OF SAME RECORDED IN BOOK OF MAPS 1945, PAGE 92, WAKE COUNTY REGISTRY.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8946 page 1099.

A map showing the above described property is recorded in Plat Book 1945 page 92.

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Printed by Agreement with the NC Bar Association – 1981
Poole Printing Company, Inc.
P.O. Box 58487, Raleigh, NC 27658

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.

CARY HOLDINGS, LLC _____ (SEAL)
(Entity Name)

By: Mark Cole, mgr mgr _____ (SEAL)
Title: _____

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 MARC COSTANZO personally came before me this day and acknowledged that he is the Managing Partner of CARY HOLDINGS, LLC, a North Carolina ~~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 15 day of October, 2002.

My Commission Expires: Sept 30, 2003

William M. Mettman III
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

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Printed by Agreement with the NC Bar Association – 1981

Poole Printing Company, Inc.
P.O. Box 58487, Raleigh, NC 27658

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009668 Page : 02741 - 02743

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WAKE COUNTY
NORTH CAROLINA

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

North Carolina - Wake County

The foregoing certificate___ of _____

William M. 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: Fredrick C. Bayron Deputy
Assistant/Deputy Register of Deeds

This Customer Group
2 # of Time Stamps Needed

This Document
_____ New Time Stamp
3 # of Pages

This deed drawn by ADAMS, SEAY, ROUSE, SHERRILL AND JOHNSON BOOK 2334 PAGE 428

NORTH CAROLINA—Wake County. CORPORATION DEED

THIS DEED, Made this 28th day of July, 1975, by

Greenbrier Realty and Construction 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 James H. Canterberry and wife, Rebecca M. Canterberry

1325 Mellon Court, Cary, North Carolina 27511 (Tax Parcel #00574-0226), Grantees, all of

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 Cary Township, adjoining the lands of and others, and more particularly described as follows:

BEGINNING at a point in the southern line of Mellon Court, said point marking the northwestern corner of Lot 29, Block E as shown on map to which reference is hereinafter made; runs thence along the western line of Lot 29 South 01° 59' East 156.95 feet to a point; continues thence South 61° 32' West 128.20 feet to a point, the southeastern corner of Lot 35; runs thence along the eastern line of Lot 35 North 27° 59' West 138.83 feet to a point, the southwestern corner of Lot 31; runs thence North 49° 32' East 174.07 feet to a point in the southern line of Mellon Court, said point also marking the southeastern corner of Lot 31; runs thence along the southern line of Mellon Court in an eastern direction along a 50-foot radius curve to the left an arc distance of 47.16 feet to the point and place of Beginning, and being all of Lot 30, Block E, Additions to Hillsdale Forest Subdivision, Section Six as shown on map recorded in Book of Maps 1971, Page 14, and revised by Book of Maps 1975, Page 130, both Wake County Registry.

Subject to a 10-foot drainage easement along the eastern and southern lot lines, and a 10-foot sanitary sewer easement along most of the northwestern lot line and a 20-foot sanitary sewer easement across the northern part of the lot as shown on the aforesaid recorded map.

Subject to restrictive covenants as recorded in Book 1977, Page 42, and amended by instrument recorded in Book 2175, Page 139, both Wake County Registry.

This property was conveyed to Grantor by deed dated May 23, 1975 recorded in Book 2319 Page 92 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: Odell Thompson Secretary

(Type name under each signature)

GREENBRIER REALTY AND CONSTRUCTION COMPANY
Name of Corporation

By: Marvin E. Thompson President
Marvin E. Thompson

STATE OF NORTH CAROLINA—Wake County.

This is to certify that on the 30th day of July, 1975, before me personally came Marvin E. Thompson (president, vice-president, secretary, or assistant, secretary), with whom I am personally acquainted, who, being by me duly sworn, says that Marvin E. 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 30th day of July, 1975.

Gay W. Thompson
Notary Public.

NOTARIAL SEAL HERE
(Seal must be impressed sufficiently for Notary's name to be readable)

My commission expires: 7-1-80

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate ____ of Gay W. Thompson

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2334 Page 428 This 4 day of August, 1975, at 11:05 o'clock A M.

R. B. McKENZIE, JR. Register of Deeds.

By Mary S. Peoples
Deputy Register of Deeds

STATE OF NORTH CAROLINA REGISTERS EXCISE TAX AUG 4 '75 $34.50

Form No. 3—5-54—Copyright by Wake County Bar Association—Glover Printing, Inc., Raleigh, N. C.

NORTH CAROLINA

WAKE COUNTY

DEED

THIS DEED, made this 29th day of September, 1976, by and between RORIE-WILSON AND ASSOCIATES, INC., a North Carolina corporation with its principal office in Wake County, North Carolina, Grantor, and GREENBELT HOMEOWNERS ASSOCIATION, INC., a North Carolina corporation with its principal office in Wake County, North Carolina, Grantee;

W I T N E S S E T H:

That the Grantor, in consideration of Ten Dollars ($10.00) and other valuable considerations 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, more particularly described as follows:

BEING all of Blocks 1-17 (inclusive) as shown on map of Greenbelt, Section 1, as shown on Book of Maps 1973, Page 255, and Book of Maps 1975, Page 18, both Wake County Registry, EXCEPT all those areas within the boundaries of the following:

Lots 1, 2, 3, and 4, Block 1, Book of Maps 1975, Page 19,
Lots 5 and 6, Block 2, Book of Maps 1974, Page 298,
Lots 42, 43, and 44, Block 3, Book of Maps 1975, Page 20,
Lots 45, 46, 47, 48, and 49, Block 4, Book of Maps 1972, Page 21,
Lots 50, 51, 52, and 53, Block 5, Book of Maps 1975, Page 22,
Lots 54, 55, and 56, Block 6, Book of Maps 1975, Page 22,
Lots 57 and 58, Block 7, Book of Maps 1975, Page 22,
Lots 59, 60, 61, 63, 63, and 64, Block 8, Book of Maps 1975, Page 22,
Lots 7, 8, 9, and 10, Block 9, Book of Maps 1975, Page 23,
Lots 11, 12, 13, 14, 15, and 16, Block 10, Book of Maps 1975, Page 23,
Lots 17, 18, 19, 20, 21, and 22, Block 11, Book of Maps 1975, Page 23,
Lots 23, 24, 25, and 26, Block 12, Book of Maps 1974, Page 299,
Lots 27, 28, 29, 30, 31, and 32, Block 13, Book of Maps 1975, Page 24,
Lots 33, 34, and 35, Block 14, Book of Maps 1975, Page 24,
Lots 36, 37, 38, and 39, Block 15, Book of Maps 1974, Page 260,
Lots 40 and 41, Block 16, Book of Maps 1975, Page 23,
Lots 65, 66, 67, 68, 69, and 70, Block 17, Book of Maps 1975, Page 17,
all of the Wake County Registry.

This property was conveyed to Grantor by deed recorded in Book 2145, Page 255, Wake County Registry.

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:

William G. Wilson
Secretary

(CORPORATE SEAL)

RORIE-WILSON AND ASSOCIATES, INC.

By: Jack S. Rorie, Jr.
President

BOOK 2438 PAGE 446

NORTH CAROLINA - WAKE COUNTY

This is to certify that on the 29th day of September, 1976, before me personally came William A. Wilson, who, being by me duly sworn, says that John B. Rorie Jr. is the President and he is the Secretary of Rorie-Wilson and Associates, 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 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 29th day of September, 1976.

My commission expires:
August 1, 1981

Oscar A. Elmore Jr.
Notary Public

NORTH CAROLINA—WAKE COUNTY
The foregoing certificate ____ of Oscar A. Elmore, Jr.

Notar(y)(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2438 Page 445
This 29 day of Sept. 1976, at 4:20 o'clock P. M.
R. B. McKENZIE, JR., Register of Deeds

FORM 19

By Joyce B. Johnson
DEPUTY REGISTER OF DEEDS

ID-CC40965

P548-729

BOOK 2589 PAGE 569

NORTH CAROLINA

WAKE COUNTY

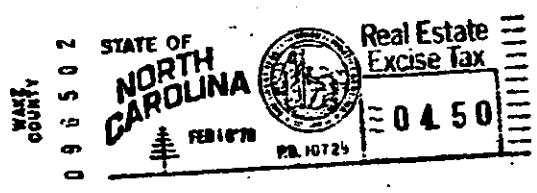
WARRANTY DEED

THIS DEED, made this 8th day of February, 1978, by Billy B. Weaver and his wife, Sandra G. Weaver, grantors, to Sarah Dunnagan Williams, grantee, all of Wake County, North Carolina;
4804 Kaplan Drive Raleigh, N.C.

W I T N E S S E T H:

That the grantors, in consideration of Ten Dollars 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, her heirs, or successors, and assigns, that parcel of land situated in the City of Raleigh, County of Wake, State of North Carolina, and more particularly described as follows:

Being Lots No. 42, 43, 44, 45, and 46 of Block B, Fairview Hills, John S. Jones Estate, recorded in Book of Maps 1945 at page 92 in the office of the Register of Deeds for Wake County, North Carolina, and being more particularly described as follows:



BEGINNING at an iron pin on Jones Franklin Road; runs thence South 85 degrees, 16 minutes, 53 seconds East, 175.30 feet to an iron pin; runs thence South 09 degrees, 51 minutes, 34 seconds West, 125.50 feet to an iron pin; runs thence North 84 degrees, 00 minutes, 01 seconds West, 174.93 feet to an iron pin on Jones Franklin Road; runs thence along Jones Franklin Road North 09 degrees, 49 minutes, 43 seconds East 121.56 feet to the point of BEGINNING containing .495 acres more or less.

Being the same Lots 42, 43, 44, and 45 of Block B, Fairview Hills conveyed to A. V. Lawrence by I. J. Morriss and wife, Jackie T. Morriss by Deed dated August 8, 1946, and recorded in Book 944 at page 513 of the Wake County Registry and being the same Lot 46, Block B, Fairview Hills conveyed to A. V. Lawrence and wife, Roxie H. Lawrence, by James W. Howell and wife, Omega L. Howell, on April 17, 1955, and recorded in Book 1186 at page 62.

Being the same Lots 42, 43, 44, 45 and 46 of Block B. Fairview Hills conveyed to Billy B. Weaver and his wife, Sandra G. Weaver by Deed dated October 18, 1974 by Warren W. Wilder and his wife, Margaret H. Wilder recorded in Book 2278 at page 672 of the Wake County Registry.

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenances thereto, belonging to the said grantee, her heirs, or successors, and assigns forever.

AND the said Billy B. Weaver and his wife, Sandra G. Weaver, grantors, for themselves, their heirs, executors, and administrators; covenant with the grantee, her heirs, or successors, and assigns, that they are the owners of the premises in fee and have the right to convey the same in fee simple; that the same is free from encumbrances except as herein set forth and that they will warrant and defend said title to the same against claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the grantors have hereunto set their hand and seal the day and year first written above.

Billy B Weaver (SEAL)

Sandra G. Weaver (SEAL)

NORTH CAROLINA

WAKE COUNTY

I, Omega E. Collins a Notary Public of the State of North Carolina, do hereby certify that Sandra G. Weaver and Billy B. Weaver — personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Conveyance.

Witness my hand and Notarial Seal, this, the 8th day of February 1978.

OMEGA E. COLLINS NOTARY PUBLIC WAKE COUNTY, N.C.

Omega E. Collins
Notary Public
4700 Hillsborough St.
Raleigh, N.C. 27606

My Commission Expires: March 23, 1981

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate — of Omega E. Collins

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2589 Page 669 This 10 day of February, 78, at 10:35 o'clock A M.

R. B. McKenzie, Jr., Register of Deeds

By Mary S. Peoples Deputy Register of Deeds

WAKE COUNTY 11468

STATE OF NORTH CAROLINA SEP 19 '79 P.B. 1972

Real Estate Excise Tax

$73.00

BOOK 2769 PAGE 856

PRESENTED FOR REGISTRATION

SEP 19 4 03 PM '79

R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

73.00

Excise Tax

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0104286

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Edwards, Bales, Wyrick & From

This instrument was prepared by SAVAGE AND GODFREY, Attorneys at Law

Brief description for the Index Lot 44, Blk. E, Hillsdale Forest

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 11th day of September, 19 79, by and between

GRANTOR	GRANTEE
Tri-Co Builders, Inc.	Edwin L. Reel, Jr. and wife, Pamela T. Reel 1323 Bloomingdale Dr. Cary, N.C. 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 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 ....., Cary Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 44 of Block E, Hillsdale Forest Subdivision, Section 9, as shown on map recorded in Book of Maps 1978, page 23, Wake County Registry, reference to which is hereby made for greater certainty of description.

N. C. Bar Assoc. Form No. 3 © 1976, Revised 1977 · James Williams & Co., Inc., Box 127, Youngsville, N. C. 27596

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

.....

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

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.

Tri-Co Builders, Inc. (Corporate Name)

By Karen D. Ward President

ATTEST: Karen D. Ward Secretary (Corporate Seal)

USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP

Use Black Ink

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

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Karen D. Ward,

personally came before me this day and acknowledged that S he is ..... Secretary of Tri-Co 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 her as its ..... Secretary.

Witness my hand and official stamp or seal, this 19th day of September, 19 79

My commission expires: Nov. 25, 1981 Evelyn D. Hasel Notary Public

The foregoing Certificate(s) of Evelyn D. Ward

.....

.....

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. McKNIGHT, JR. REGISTER OF DEEDS FOR Wake COUNTY

By Mary S. Peoples Deputy/Assistant - Register of Deeds

500

N C Bar Assn. Form No. 34 - 1976, Revised 1977 — James Williams & Co., Inc. Box 127 Yanceyville, N. C. 27379

STATE OF NORTH CAROLINA Real Estate Excise Tax
DEC-6-79 $75.50

BOOK 2791 PAGE 919 PRESENTED FOR REGISTRATION
Dec 6 8 43 AM '79 cov. 12-31-79 pkg.
R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

Excise Tax $75.50 | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0104285
Verified by ..... County on the ..... day of ....., 19.....
by .....

Mail after recording to HOLLOWELL, SILVERSTEIN, RICH & BRADY, P.A.
919 Kildaire Farm Road, Cary, North Carolina 27511
This instrument was prepared by HOLLOWELL, SILVERSTEIN, RICH & BRADY, P.A.
Brief description for the Index Lot 45, Hillsdale Forest

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 5th day of December, 19 79, by and between

GRANTOR	GRANTEE
TRI-CO BUILDERS, INC., A North Carolina Corporation	WILLIAM W. BUCHANAN and wife, WYNONA C. BUCHANAN 1325 Bloomingdale Drive 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 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 ....., Cary Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 45, Block E, of Hillsdale Forest Subdivision, Section 9, as shown on map recorded in Book of Maps 1978, Page 23, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2638, Page 20, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1978 page 23.

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. Ad valorem taxes;
2. General service utility easements;
3. Restrictive Covenants recorded in Book 2588, Page 38, Wake County Registry;
4. 10' drainage easement as shown on recorded 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.

TRI-CO BUILDERS, INC. (Corporate Name)

By: Lawrence E. Ward
Lawrence E. Ward
President

ATTEST: Karen D. Ward
Karen D. Ward
Secretary (Corporate Seal)

SEAL-STAMP

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Use Black Ink

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

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Karen D. Ward, personally came before me this day and acknowledged that she is the Secretary of Tri-Co 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 her as its Secretary. Witness my hand and official stamp or seal, this 5th day of December, 19 79

My commission expires: 7/4/84 Angelean B. Ward Notary Public

The foregoing Certificate(s) of Angelean B. Ward

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 Jesse B. Johnson Deputy/~~Assistant~~ - Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

5.00

BOOK 2987 PAGE 482

WAKE COUNTY 1-3-82 S

STATE OF NORTH CAROLINA

Real Estate Excise Tax

80.00

PRESENTED FOR REGISTRATION

JAN 6 3 07 PM '82

R.B. HARRIS, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

80.00
Excise Tax

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 43595-51001

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to W. G. Parker, Post Office Box 541, Raleigh, N. C. 27602

This instrument was prepared by W. G. PARKER

Brief description for the Index 3.862 acres Swiftcreek

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 5th day of January, 19 82, by and between

GRANTOR	GRANTEE
BLANCHE H. NOELL and husband, W. B. NOELL	FRANKLIN ROAD PROPERTIES, A North Carolina General Partnership composed of JOSEPH M. THOMPSON, RALPH F. GORDON and GARRY T. SHOOK 559 Jones Franklin Rd Suite 172 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 that certain lot or parcel of land situated in the City of ....., Swiftcreek Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at an iron pipe in the eastern right-of-way line of Franklin Road, said iron pipe being the northwest corner of Castlebury; runs thence along the eastern right-of-way line of Franklin Road North 24° 00' 00" East 683.05 feet to an iron pipe; runs thence South 46° 38' 04" East 227.24 feet to an iron pipe; runs thence along the western line of Douthit South 07° 13' 20" West 499.07 feet to an iron pipe in the northern line of Castlebury; runs thence along the northern line of Castlebury North 85° 55' 01" West 381.25 feet to an iron pipe in the eastern right-of-way line Franklin Road, the point and place of Beginning, and containing 3.862 acres.

This deed also conveys all property owned by the Grantors adjoining the above described tract of land and lying between it and the center line of Franklin Road.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

The property hereinabove described was acquired by Grantor by instrument recorded in See Deed recorded in Book 810, Page 236, 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:

1. 1982 taxes due Wake County
2. Easements and restrictions of record in 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

Blanche H Noell (SEAL)
BLANCHE H. NOELL

W B Noell (SEAL)
W. B. NOELL

.....(SEAL)

.....(SEAL)

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Blanche H. Noell and husband, W. B. Noell Grantor,

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 January, 19 82.

My commission expires: 4/25/83 Marilyn M. Richardson Notary Public

SEAL-STAMP

Use Black Ink

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 Marilyn M. Richardson

.....

.....

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: Mary S. Peoples Deputy/Assistant - Register of Deeds

6.50

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

Prep. By & Hold - Harold Russell, Jr.

BOOK 3016 PAGE 83

PRESENTED FOR REGISTRATION
MAY 12 01 PM '82
R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DECLARATION OF THEA LANE CONDOMINIUMS

SCOTT MABON HOCH and wife, SALLY M. HOCH, and ARTHUR E. HOCH and wife, MARILYN J. HOCH, d/b/a Triangle Construction Co., hereinafter referred to as "Developer", do hereby make, declare, and establish this Declaration of Condominium as and for the plan of dwelling of ownership of THEA LANE CONDOMINIUMS, being the property and improvements hereinafter described.

1. ESTABLISHMENT OF CONDOMINIUM. Arthur E. Hoch and wife, Marilyn J. Hoch, d/b/a Triangle Construction Co., are currently the owners of the fee simple title to that real estate identified as Lot 31 (Units 5606A & B Thea Lane); Scott Mabon Hoch and wife, Sally M. Hoch, are currently the record owners of that property identified as Lot 32 (Units 5604A, B & C Thea Lane); and Arthur E. Hoch and wife, Marilyn J. Hoch, d/b/a Triangle Construction Co., are currently owners of that property identified as Lot 33 (Units 5552A & B Kaplan Drive), all in Athena Woods Subdivision, which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference. On Lot 31, it is proposed that a duplex be constructed, and there currently exists on Lot 32 a triplex and on Lot 33, a duplex. The total living units, for purposes of condominium living units, will be seven (7), with their supporting facilities and other pertinent improvements. The buildings are constructed on reinforced concrete foundations and have 2" x 10" floor joists with 5/8" plywood tongue and groove subflooring. Typical exterior walls consist of 2" x 4" wood studs covered by 1/2" fiberboard and wood siding, and each of the condominium units has a fireplace. There are no basements; however, each unit has an appurtenant deck and storage area, as more particularly set forth in the unit ownership file mentioned hereinafter.

The present improvements on the property consist of one triplex on Lot 32, 2-stories, 6 rooms, 1,024 square feet; one duplex on Lot 33, Unit 5552A Kaplan Drive having 2-stories, 1,376 square feet, and 9 rooms and Unit 5552B having 1-story, 1,216

square feet, and 8 rooms; with a proposed duplex to be built on Lot 31, 2-stories, 1,376 square feet, 9 rooms. The triplex units on Lot 32 each have two (2) bedrooms, and the duplex units on Lot 33 each have three (3) bedrooms, and the duplex units to be built on Lot 31 will each have three (3) bedrooms.

The property contains sufficient parking space to accommodate at least two automobiles for each condominium unit. Each unit owner has the right to the use for at least two automobiles of such space. Developer does hereby submit the above-described property and improvements to condominium ownership under the provisions of Chapter 47A of the General Statutes of North Carolina (Unit Ownership Act), and hereby declares the same to be a condominium to be known and identified as THEA LANE CONDOMINIUMS (herein "Condominium").

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS. Filed simultaneously herewith and expressly made a part hereof as Unit Ownership File No. 35 (herein "Unit Ownership File"), consisting of 16 pages, is a survey of the land and graphic descriptions and plans of the improvements constituting the Condominium, identifying the Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each Condominium Unit is identified by specific numerical designation on said Unit Ownership File, and no Condominium Unit bears the same designation as any other Condominium.

3. DEFINITIONS. The Condominium consists of Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined.

A. Condominium Units as defined herein shall comprise the separate numerically identified Dwelling Units which are designated in said Unit Ownership File, excluding all spaces and improvements lying:

(1) Beneth the surface of the hardwood flooring material of all floors or concrete slabs at ground level.

(2) Beneath the interior surfacing material of all perimeter walls, interior bearing walls and/or bearing

partitions.

(3) Above the interior surfacing material of the ceilings.

and further excluding all pipes, ducts, wires, conduits, and other facilities for the furnishing of utilities and other services to Condominium Units and Common Areas and Facilities up to and including the point of entry of such pipes, ducts, wires and conduits through the interior surfacing material for walls and ceilings and subflooring surfacing material for floors. All pipes, ducts, wires, conduits, and other such facilities within the interior surfacing materials shall be a part of the respective Condominium Unit. The decoration and painting of the exterior surface of doors and window frames shall be the responsibility of the Association, as hereinafter defined.

B. Common Areas and Facilities (herein "Common Property") shall comprise all of the real property, improvements, and facilities of the Condominium other than the Condominium Units and all personal property held and maintained for the use and enjoyment of all the Owners of the Condominium Units. All water lines located outside of public rights-of-way which serve the units and all sanitary sewer lines located outside public easements and public rights-of-way which serve the units are common areas.

C. Certain portions of the Common Areas and Facilities are reserved for the use of a particular Condominium Unit to the exclusion of other Units and are designated as "Limited Common Areas and Facilities". Limited Common Areas and Facilities and the Condominium Units to which they are reserved are as follows:

> All units have use of an area above ceiling joists but limited by a plane parallel to the attic rafters, as set forth in the Unit Ownership File. Storage rooms, patio and/or balcony appurtenant to each unit as shown in the Unit Ownership File.

The terms "Association of Unit Owners", "Building", "Common Areas and Facilities", "Common Expenses", "Common Profit", "Condominium", "Declaration", "Majority", or "Majority of Unit Owners", "Person", "Property", "Recordation", "Unit", or "Condominium Unit", "Unit Designation", and "Unit Owner", unless

it is plainly evident from the context of this Declaration that a different meaning is intended, shall have the meaning set out in Section 3 of Chapter 47A of the General Statutes of North Carolina. "Common Expenses" shall be defined as follows:

A. All sums lawfully assessed against the unit owners by the association of unit owners;

B. Expenses of administration, maintenance, repair or replacement of the common areas and facilities;

C. Expenses agreed upon as common expenses by the association of unit owners;

D. Expenses declared common expenses by the provisions of this Chapter, or by the Declaration or the By-Laws;

E. Hazard insurance premiums, if required;

F. All ad valorem taxes and public assessments levied against the common areas.

4. OWNERSHIP OF CONDOMINIUM UNITS AND APPURTENANT INTERESTS IN COMMON PROPERTY. Each Condominium Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner of each Unit shall also own, as an appurtenance to the ownership of each said Condominium Unit, an undivided interest in the Common Property. The undivided interest appurtenant to each Condominium Unit shall be as set out in Exhibit "B" attached hereto and made a part hereof. The proportional interest in the Common Property that is appurtenant to each Condominium Unit has been determined by a ratio formulated upon the approximate relation that the fair market value of each Unit at the date of the Declaration bears to the then aggregate fair market value of all of the Units having an interest in the Common Property. The fair market value of each Unit and the aggregate fair market value of all the Units have been determined by the Developer, and are binding upon all Unit Owners. The percentage of undivided interest in the Common Property assigned to each Condominium Unit shall not be changed except with the unanimous consent of all the Owners of the Condominium Units and with the consent of all of the Lenders holding first mortgages or deeds of trust on the Condominium

Units.

5. RESTRICTIONS AGAINST FURTHER SUBDIVISION OF CONDOMINIUM UNITS: SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY PROHIBITED. No Condominium Unit may be divided or subdivided into a smaller Unit or Units than as shown in the Unit Ownership File nor shall any Condominium Unit or portion thereof be added to or incorporated into any other Condominium Unit. The undivided interest in the Common Property declared to be an appurtenance to each Condominium Unit shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said Condominium Unit, and the undivided interest in Common Property appurtenant to each Condominium Unit shall be deemed conveyed, devised, encumbered, or otherwise included with the Condominium Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Condominium Unit. Any conveyance, mortgage, or other instrument which purports to grant any right, interest or lien in, to or upon a Condominium Unit, shall be null and void insofar as it purports to affect any interest in a Condominium Unit and its entire Condominium Unit. Any instrument conveying, devising, or encumbering any Condominium Unit, which described said Condominium Unit by the numerical designation assigned thereto in the Unit Ownership File shall be construed to affect the entire Condominium Unit and its appurtenant undivided interest in the Common Property. No limitation is placed on the ownership of any Condominium Unit by any person as tenants in common, joint tenants, or as tenants by the entirety.

6. THE CONDOMINIUM SUBJECT TO RESTRICTIONS. The Condominium Units, Common Property and Limited Common Areas are hereby declared to be subject to the restrictions, easements, conditions, and covenants prescribed and established herein governing the use of said Condominium Units, Common Property, and Limited Common Areas and setting forth the obligations and responsibilities incident to ownership of each Condominium Unit and its appurtenant undivided interest in the Common Property,

and said Condominium Units, conditions, and limitations now of record affecting the land improvements of the Condominium.

7. PERPETUAL NONEXCLUSIVE EASEMENT IN COMMON PROPERTY. The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Owners of Condominium Units for their use and the use of their tenants, immediate families, guests and invitees, for all property purposes, and for the furnishing of services and facilities for which they are intended, and for the enjoyment of the Owners. Notwithstanding the foregoing, the Association, hereinafter defined, shall have the exclusive right to establish the rules and regulations pursuant to which the Owner of any Condominium Unit, his family, guests and invitees, may be entitled to use the Common Property, including the right to assign parking spaces, and to establish regulations concerning their use, provided that such regulations and such assignments are not inconsistent with the Raleigh City Code.

8. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Condominium Unit shall encroach upon any Common Property, or any other Condominium Unit for any reason not caused by the purposeful or negligent act of the Condominium Unit Owner, or agents of such Owners, then an easement appurtenant to such Condominium Unit shall exist for the continuance of such encroachment upon the Common Property or upon a Condominium Unit for as long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any Condominium Unit, then an easement shall exist for the continuance of such encroachment of the Common Property upon any Condominium Unit for so long as such encroachment shall naturally exist. If any Condominium Unit or Common Property shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and if upon reconstruction there exist encroachments of portions of the Common Property upon any Condominium Unit, or of any Condominium Unit upon any other Condominium Unit or upon any portion of the Common Property, then

such encroachments shall be permitted and a valid easement for the maintenance thereof shall exist so long as such enoroachments shall naturally remain.

9. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY. Recognizing that the proper use of a Condominium Unit by an Owner or Owners is dependent upon the use and enjoyment of the Common Property in common with the Owners of all other Condominium Units, and that it is in the interest of all Owners that the ownership of the Common Property be retained in common by the Owners, it is hereby declared that the proportional undivided interest in the Common Property appurtenant to each Condominium Unit shall remain undivided, and no Unit Owner shall bring or have any right to bring any action for partition or division.

10. ADMINISTRATION OF THE CONDOMINIUM BY THEA LANE HOMEOWNERS' ASSOCIATION, LTD. To efficiently and effectively provide for the administration of the Condominium by the Owners of the Condominium Units, a nonprofit North Carolina corporation known and designated as THEA LANE HOMEOWNERS' ASSOCIATION, LTD. (hereinafter "Association") has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and By-Laws. A true copy of said By-Laws and Articles of Incorporation are annexed hereto and expressly made a part hereof as Exhibits "C" and "D", respectively. The Owner or Owners of each Condominium Unit shall automatically become members of the Association upon acquiring an ownership interest in title to any Condominium Unit and its appurtenant undivided interest in Common Property; such membership shall terminate automatically upon the Owner or Owners being divested of such ownership interest in the title to such Condominium Unit, regardless of how such ownership may be divested. No person, firm, or corporation holding any lien, mortgage, or other encumbrance upon any Condominium Unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to

membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, the Association is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and to collect assessments in the manner hereinafter provided, and to adopt, amend, promulgate and enforce such rules and regulations governing the use of the Condominium Units and Common Property as its Board of Directors may deem to be in its best interest.

11. RESIDENTIAL USE RESTRICTIONS APPLICABLE TO CONDOMINIUM UNITS. Each Condominium Unit is hereby restricted to residential use by its Owner, his immediate family, guests, invitees, and lessees. No Unit Owner may lease less than the entire Unit. Any lease agreement must provide that it shall be subject to the provisions of this Declaration, and that any failure by the lessee to comply with the terms hereof shall be a default under the lease, and shall be in writing. There is no other restriction on the right of any Unit Owner to lease his Unit. All such occupancy must conform with the Raleigh City Code.

12. USE OF COMMON PROPERTY SUBJECT TO RULES OF ASSOCIATION. The use of all Common Property by the Owner or Owners of all Condominium Units, and all other parties authorized to use the same, shall be subject to such rules and regulations as may be prescribed and established by the Association.

13. THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES: RESTRICTION AGAINST NUISANCES. No immoral, improper, offensive or unlawful use shall be made of any Condominium Unit or of the Common Property, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No Owner of any Condominium Unit shall permit anything to be done or kept in his Condominium Unit, or on the Common Property, which will increase the rate of insurance on the Condominium, or which will interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises, nor shall any Owner undertake any use which shall constitute a nuisance to any other Owner of a Condominium

Unit, or which interferes with the peaceful possession and proper use of any other Condominium Unit or the Common Property.

14. RIGHT OF ENTRY INTO CONDOMINIUM UNITS IN EMERGENCIES AND FOR MAINTENANCE OF COMMON PROPERTY. In case of any emergency originating in or threatening any Condominium Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Condominium Unit for the purpose of remedyhing or abating the cause of such emergency, and such right of entry shall be immediate.

Whenever it may be necessary to enter any Condominium Unit for the purpose of remedying or alteration or repair to any portion of the Common Property, the Owner of each Condominium Unit shall permit other Owners or their representatives, or an agent of the Association, to enter such Condominium Unit for such purpose, provided that entry shall be made only at reasonable times and with reasonable advance notice.

15. LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY CONDOMINIUM UNITS: NO RIGHT TO ALTER COMMON PROPERTY. No Owner of a Condominium Unit shall permit any structural modification or alteration to be made to such Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of the Association shall determine that such structural modifications or alterations would adversely affect or in any manner endanger the Condominium in part or in its entirety. No Owner shall cause any improvements or changes to be made on the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae or any other objects or machines which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of the exterior portion of any building without the written consent of the Association being first obtained. Storm windows and doors, balcony and patio awnings and enclosures shall be allowed on a unit by unit basis, provided, however, that the style and materials of such

improvements shall be subject to the prior written approval of the Board of Direotors. No Unit Owner shall cause any objeot to be fixed to the Common Property or to any Limited Common Area (including the location or construction of fences and the planting or growing of flowers, trees, shrubs, or any other vegetation) or in any manner change the appearance of the Common Property or Limited Common Area without the written oonsent of the Association being first obtained; such consent shall be measured considering the harmony of the Condominium.

16. RIGHT OF ASSOCIATION TO ALTER AND IMPROVE THE COMMON PROPERTY AND ASSESSMENT THEREFOR. The Association shall have the right to make such alterations or improvements to the Common Property which do not prejudice the rights of the Owner of any Condominium Unit in the use and enjoyment of his Condominium Unit, provided the making of such alterations and immprovements are approved by the Board of Directors of the Association, and their costs shall be common expenses to be assessed and collected from all of the Owners of the Condominium Units. However, where any alterations and improvements are exclusively or substantially for the benefit of the Owner or Owners of a certain Condominium Unit or Units requesting them, then the cost of such alterations or improvements shall be charged against and collected solely from the Owner or Owners of the Condominium Unit or Units exclusively or substantially benefited, the charge to be levied in such proportion as may be determined by the Board of Directors of the Association.

17. MAINTENANCE AND REPAIR BY OWNERS OF CONDOMINIUM UNITS. Every Owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may endanger. The Owner of each Condominium Unit shall be liable and responsible for the maintenance, repair, and replacement of all heating and air conditioning equipment, stove, refrigerators, fans, or other appliances or equipment, including any fixtures

and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Condominium Unit. Such Owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all walls, ceilings, and floors within his Unit, including painting, decorating, and furnishings, and all other accessories which such Owner may desire to place or maintain in his Condominium Unit. Whenever the maintenance, repair and replacement of any item for which the Owner is obligated to maintain, replace or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair, or replacement except that the Owner of such Condominium Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceeding the amount of the insurance proceeds applicable to such maintenance, repair, or replacement. The Owner of a Condominium Unit who has exclusive use of any Limited Common Area shall maintain such at his own expense. All doors, window frames, panes and screens are a part of the respective Condominium Units and shall be maintained by the respective Unit Owners, except as set forth in provision 3A hereinabove.

18. MAINTENANCE AND REPAIR OF COMMON PROPERTY BY THE ASSOCIATION. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring, and other facilities located in the Common Property for the furnishing of utility and other services to the Condominium Units and said Common Property, and should any incidental damage be caused to any Condominium Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any

Common Property, the Association shall, at its expense, repair such incidental damage. Whenever the maintenance, repair and replacement of any item for which the Association is obligated to maintain, replace or repair at its expense is occasioned by any act of a Condominium Unit Owner, his immediate family, tenants, guests, or invitees, and such loss or damage may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Unit Owner who is responsible for the act causing the damage (whether done by himself or by his family, tenants, guests, or invitees) shall be required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

19. INSURANCE AND AUTHORITY TO PURCHASE INSURANCE. Insurance policies upon the Property (other than title insurance) shall be purchased by the Association in the name of the Board of Directors of the Association, as Trustees for the Condominium Unit Owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificates or mortgage endorsements to the holders of first mortgages on the Condominium Units or any of them, and if the companies writing such policies will agree, the policies shall provide that the insurer waives its rights of subrogation as to any claims against Condominium Owners, the Association and their respective servants, agents and guests. Each Condominium Unit Owner shall obtain insurance at his own expense, affording coverage upon his Condominium Unit, his personal property, and for his personal liability and as may be permitted or required by law, but all such insurance shall contain the same waiver of subrogation referred to above if available.

20. INSURANCE COVERAGE TO BE MAINTAINED: USE AND DISTRIBUTION OF INSURANCE PROCEEDS.

A. The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the Condominium Units and Common Property:

1. Casualty insurance covering the buildings and all improvements upon the land as described in Exhibit "A" and all personal property of the Association, except such personal property as may be owned by the Condominium Unit Owners, shall be procured in an amount equal to the maximum insurance replacement value thereof (exclusive of excavation, foundations, streets and parking facilities) as determined annually by the insurance company on a coinsurance basis of not less than eighty percent (80%). Such coverage shall afford protection against: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; (b) such other risks as from time to time customarily shall be covered with respect to the buildings similar in construction, location and use, including vandalism and malicious mischief.

2. Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association, including legal liability, hired automobile, non-owned automobile, and off-premises employee coverage.

3. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Condominium Unit Owners as a group to a Condominium Unit Owner.

B. Premiums upon insurance policies purchased by the Association shall be paid by the Association as common expenses to be assessed and collected from all of the Owners of Condominium Units.

C. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds in trust for the benefit of the Association, the Condominium Unit Owners and their respective

mortgagees in the following shares:

(1) Prooeeds on account of damage to Common Property: in undivided shares for each Condominium Unit Owner and his mortgagee, if any, which shares are shown on Exhibit "B".

(2) Proceeds on account of damages to Condominium Units shall be held in the following undivided shares:

(a) Partial destruction when the Condominium is to be restored: for the Owners of damaged Condominium Units in proportion to the oosts of repairing the damage suffered by each damaged Condominium Unit;

(b) Total destruction of the Condominium or where the Condominium is not to be restored: for all Condominium Unit Owners and their mortgagees, the share of each being set forth in Exhibit "B".

D. In the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be held for the mortgagee and the Condominium Unit Owner as their interests may appear, but no mortgagee shall have the right to participate in the determination of reconstruction or repair.

E. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Condominium Unit Owners in the following manner:

(1) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs. Any proceeds remaining after defraying suoh costs shall be distributed to the beneficial Condominium Unit Owners, all remittances to Condominium Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

(2) If it is determined that the damage for whioh the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Condominium Unit Owners, remittances to Condominium Unit Owners and their

mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

F. Each Unit Owner, at his expense, shall keep in force comprehensive personal liability insurance covering liability for damages to person or property of others located within such Owner's Unit, or another Unit, or upon the Common Area and Facilities in such amounts as the Board of Directors shall from time to time determine, but in no case less than $100,000.00 for each occurrence.

G. Fidelity bonds shall be required by the Board of Directors for all directors, officers, managers, trustees, and employees of the Association, volunteers, and any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but in no event less than an amount equal to 150% of the current operating expenses and reserves of such lesser amount as may be allowed under regulations and guidelines of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, as they may be amended from time to time. The premiums on such bonds shall be paid by the Association.

21. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: DAMAGE TO COMMON PROPERTY: DAMAGE TO CONDOMINIUM UNITS.

A. If any part of the Common Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair it shall be made as follows:

(1) Partial destruction shall be destruction of two-thirds (2/3) or less of the Building. In the event of partial destruction, the Common Property shall be reconstructed or repaired unless this Declaration is termination by the unanimous vote of all of the Condominium Unit Owners at a meeting of the members of the Association called and held prior to commencement of such reconstruction or repair.

(2) Total destruction shall be destruction if more than two-thirds (2/3) of the Building. In the event of total destruction, the Common Property shall not be reconstructed or

repaired if, at a meeting which shall be called within thirty (30) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such adjustment, Condominium Unit Owners who own three-fourths (3/4) or more of the Building vote against reconstruction or repair.

(3) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications contained herein.

B. If the damage is only to those parts of one or more Condominium Units for which the responsibility for maintenance and repair is that of the Unit Owner, then the Condominium Unit Owner shall be responsible for reconstruction and repair after the casualty. In all other instances, the responsibility or reconstruction and repair after casualty shall be that of the Association as follows:

(1) Immediately after casualty causing damage to property for which the Association has the responsibility for maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds.

(2) When the damage is to both Common Property and Condominium Units, the insurance proceeds shall be applied first to the costs of repairing the Common Property and the balance to the Condominium Units.

C. Each Condominium Unit Owner delegates to the Board of Directors of the Association his right to adjust with insurance companies all leases under policies purchased by the Association, except in any case where the damage is restricted to one Condominium Unit.

22. ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES. The Association shall maintain a Register setting forth the names of the Owners of all the Condominium Units. In the event of the transfer of any Condominium Unit to a third party, the transferee shall notify the Association in writing of

his interest in such Condominium Unit, together with the recording information necessary to identify the instrument by which the transferee has acquired his interest. The Owner of each Condominium Unit shall also notify the Association of the parties holding any mortgage on any Condominium Unit, the amount of such mortgage and the recording information necessary to identify the mortgage. The holder of any mortgage upon any Condominium Unit may notify the Association of the existence of any mortgage, and the Association shall register in its records all pertinent information relating thereto.

23. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT. The Association is given the authority to administer the operation and management of the Condominium as being in the best interest of the Owners of all Condominium Units. To properly administer the operation and management of the Condominium, the Association will incur for the mutual benefit of all of the Owners of Condominium Units, costs and expenses (herein "common expense"). To provide the funds necessary for such proper taxes, operation, management, and capital improvement, the Association has been granted the right to make, levy, and collect assessments against the Unit Owners and their Condominium Units. In furtherance thereof, the following provisions shall be operative and binding upon the Owners of all Condominium Units:

A. All assessments levied against the Unit Owners and their Condominium Units shall be uniform, and unless specifically otherwise provided for herein, all assessments made by the Association shall be in such an amount that any assessment levied against a Unit Owner and his Condominium Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Condominium Units as the undivided interest in Common Property appurtenant to each Condominium Unit bears to the total undivided interest in Common Property appurtenant to all Condominium Units (Exhibit B). Should the Association be the owner of a Condominium Unit or Units, the assessment which would otherwise be due and payable to the Association by the Owner of such Unit or Units, reduced by the amount of income which may be

derived from the leasing of such Unit or Units by the Association, shall be apportioned, and the assessment therefor levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interest in the Common Property, exclusive of the interest therein appurtenant to any Unit or Units owned by the Association.

B. Assessments provided for herein shall be payable in monthly installments, or in such other manner as the Board of Directors of the Association shall determine. Such assessments shall commence for each Unit on August 1, 1982, unless the Board of Directors of the Association decides to assess monthly dues before this date.

C. The Board of Directors of the Association shall establish an Annual Budget in advance for each fiscal year (whioh shall correspond to the calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first Condominium Unit). Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, such budget to take into account anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The Board of Directors shall keep separate, in accordance with Paragraph D hereof, items relating to operation and maintenance from items relating to capital improvements. Upon adoption of such Annual Budget by the Board of Directors of the Association, copies shall be delivered to each Owner of a Condominium Unit, and the assessment for said year shall be established based upon such budget, although the non-delivery of a copy of it to each Owner shall not affect the liability of any Owner for such assessment. A majority of the Owners must approve an increase in the assessment by an amount greater than the percentage increase in the Consumer Price Index compiled by the Bureau of Labor Statistics of the United States Department of Labor from January 1 of the prior year to January 1

of the current year. Any notice provisions for calling a meeting to increase assessment above the Consumer Price Index shall be in accordance with Paragraph 26(A) of this Declaration.

D. The Board of Directors of the Association, in establishing the Annual Budget for operation, management, and maintenance of the Condominium, shall designate a sum to be collected and maintained as a reserve fund for replacement of capital improvements to the Common Property (herein "Capital Improvement Fund") which shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Property, and the replacement of personal property constituting a portion of the Common Property held for the joint use and benefit of the Owners of Condominium Units. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors to collect and maintain a sum reasonably necessary to anticipate the need for replacement of Common Property. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the Association and shall be used only to make capital improvements to Common Property. Any interest earned on the Capital Improvement Fund may be expended for current operation and maintenance.

E. All funds collected by the Association shall be treated as the separate property of the Association, and such funds may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of Common Property, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest herein, except as an appurtenance to his Condominium Unit. When the Owner of a Condominium Unit shall

cease to be a member of the Association, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all funds which any Owner has paid to the Association shall constitute an asset or the Association which may be used in the operation and management of the Condominium.

F. The payment of any assessment or installment thereof shall be in default if such assessment or installment is not paid to the Association within thirty (30) days of its due date. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the highest rate allowed by law until paid in full to the Association.

G. The Owner or Owners of each Condominium Unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, which may be levied by the Association against such Condominium Unit while such party or parties are Owner or Owners of a Condominium Unit. In the event that any Unit Owner or Owners are in default in payment of any assessment or installment owed to the Association, such Unit Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment and interest thereon, including reasonable attorney's fees, whether suit be brought or not.

H. No Owner of a Condominium Unit may exempt himself from liability for assessment levied against him or his Condominium Unit by waiver of the use and enjoyment of any of the Common Property, or by abandonment of the Condominium Unit or in any other way.

I. Recognizing that proper operation and management of the Condominium requires the continuing payment of costs and expenses therefor, and that such proper operation and maintenance results in benefit to all of the Owners of Condominium Units, and

that the payment of such common expenses represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of each Unit Owner, the Association is hereby granted a lien upon each Condominium Unit and its appurtenant undivided interest in Common Property, which lien shall secure the funds due for all assessments now or hereafter levied against the Owner of each such Condominium Unit, which lien shall also secure all costs and expenses, including reasonable attorney's fees, which may be incurred by the Association in enforcing this lien upon said Condominium Unit. The lien granted to the Association may be foreclosed in the same manner that real estate deeds of trust and mortgages may be foreclosed in the State of North Carolina, and in any suit for the foreclosure of said lien, the Association shall be entitled to reasonable rental from the Owner of any Condominium Unit from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said Condominium Unit. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its liens or encumbrances, including interest at twelve percent (12%) on any such advances so made. All persons, who shall acquire any interest in the ownership of any Condominium Unit, or who may be given or acquire a lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Unit expressly subject to such lien rights.

J. The lien herein granted to the Association is recorded in the office of the Clerk of Superior Court of Wake County in the same manner as provided in Article 8 of Chapter 44 of the General Statutes and shall be enforceable from the time of recording a claim of lien in the Public Records of Wake County, North Carolina (hereafter the "Public Registry"), which claim shall state the description of the Condominium Unit encumbered

thereby, the name of the record Owner, the amount due and the date when due. The claim of lien shall be recordable any time after default, and the lien shall continue in effect until all sums secured by said lien shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon. It shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, it shall be satisfied of record.

The lien provided for herein shall be subordinated to the lien of any first mortgage or deed of trust. Any person, firm, or corporation acquiring title to any Condominium Unit and its appurtenant undivided interest in Common Property by any foreclosure, deed in lieu of foreclosure, or judicial sale, shall be liable and obligated only for assessments as shall accrue and become due and payable for said Condominium Unit and its appurtenant undivided interest in Common Property subsequent to the date of acquisition of such title, and it shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a Condominium Unit by foreclosure, deed in lieu of foreclosure, or judicial sale of any first mortgage or any assessment for which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Condominium Units as a part of the Common expense, although nothing herein contained shall release the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Any said assessment liens may be perfected by recording the same in the office of the Clerk of Superior Court of Wake County in the same manner as provided in Article 8 of Chapter 44 of the North Carolina General Statutes. An assessment lien is only subordinate to mortgages on deeds of trust recorded prior to the docketing of the condominium assessment lien. The assessment lien is subordinate, however, to those things contained in G.S.

47A-22(A)-22(1) and (3). Acquisition of a condominium unit by foreclosure or judicial sale extinguishes assessment liens only if he foreclosure is a first mortgage.

K. Whenever any Condominium Unit may be leased, sold, or mortgaged by the Owner thereof, the Assooiation, upon written request of the Unit Owners, shall furnished to the proposed lessee, purchaser, or mortgagee, a statement verifying the status of payment of any assessment which be due and payable to the Association by such Unit. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Condominium Unit is to be leased, sold, or mortgaged at the time when payment of any assessment against the Owner of said Condominium Unit and such Condominium dues to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser, or mortgagee first to the payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase or mortgagee proceeds to the Owner of any Condominium Unit who is responsible for payment of such delinquent assessment.

Institution of a lawsuit to attempt to collect the payment of any delinquent assessment shall not be an election by the Association which shall prevent it from thereafter seeking, by foreclosure action, enforcement of the collection of any sums remaining owing to it, nor shall proceeding by foreclosure to attempt such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to Association.

24. COMMON SURPLUS. "Common Surplus", meaning all funds and other assets of the Association (including excess of receipts of the Association, including but not limited to assessments, rents,

profits and revenues from whatever source over the amount of the oommon expense), shall be owned by the Owners of all Condominium Units in the same proportion that the undivided interest in Common Property appurtenant to each Owner's Condominium Unit bears to the total of all undivided interests in Common Property appurtenant to all Condominium Units; provided, however, said common surplus shall be held by the Association in the manner, and subject to the terms, provisions and conditions of this Declaration, imposing certain limitations and restrictions upon the use and distribution thereof. Except for distribution of any insurance indemnity herein provided, or upon termination of the Condominium, any attribution or distribution of common surplus which may be made from time to time shall be made to the then Owners of the Condominium Units in accordance with their percentages interests in Common surplus as declared herein.

25. TERMINATION. The Condominium shall be terminated, if at all, in the following manner:

A. The termination of the Condominium may be effected by the unanimous agreement of all Condominium Unit Owners expressed in an instrument duly recorded and, provided that the holders of all liens affecting any of the Condominium Units consent thereunto, or agree, by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the Condominium Unit Owner in the Property as provided in Subparagraph C below. The termination shall become effective when such agreement has been recorded in the Public Registry.

B. If it is determined in the manner elsewhere provided that the Condominium shall not be reconstructed after casualty, the Condominium plan of ownership shall be terminated and the Declaration of Condominium revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Registry.

C. After termination of the Condominium, the

Condominium Unit Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Condominium Unit or Units formerly owned by such Condominium Unit Owners shall have mortgages and liens upon the respective undivided shares of the Condominium Unit Owners. The undivided share or interest owned by each tenant in common shall be that percentage of the undivided interest in the Common Area and Facilities previously owned by the respective Unit Owner. All funds held by the Association and insurance proceeds, if any, shall be held for the Unit Owners in the same proportion. The costs incurred by the Association in connection with the termination shall be a Common Expense.

D. Following termination, the property may be partitioned and sold upon the application of any Condominium Unit Owner. Following a termination, if the Board of Directors determines by not less than a three-fourths (3/4) vote to accept an offer for the sale of property, each Condominium Unit Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such form as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale and upon the consummation thereof, shall be discontinued by all parties thereto.

E. The members of the Board of Directors, acting collectively as agent for all Condominium Unit Owners, shall continue to have such powers as granted herein, even though the Association may be dissolved upon a termination.

26. AMENDMENT OF DECLARATION OF CONDOMINIUM. This Declaration of Condominium may be amended in the following manner:

A. An Amendment to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors, or by the members of the Association owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, whether meeting as members or by instrument in writing signed by

them. Upon any Amendment to this Declaration being proposed by the Board of Directors or members, such proposed Amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment. It shall be the duty of the Secretary to give to each member written notice of such Special Meeting, stating the time and place, and reciting the proposed Amendment in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member. At the meeting, the Amendment proposed must be approved by an affirmative vote of members owning at least seventy-five percent (75%) of the aggregate undivided interest in the Common Areas and Facilities of the Condominium in order for such Amendment to become effective. (If a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument.) Thereupon such Amendment of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. The original, or an executed copy of such Amendment so certified and executed with the same formalities as a deed, shall be recorded in the Public Registry within ten (10) days from the date which the same became effective. At any meeting held to consider such Amendment, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by

proxy, provided such written vote is delivered to the Secretary of the Assooiation prior to such meeting or at such meeting.

B. No alteration in the percentage of ownership in Common Property appurtenant to each Condominium Unit, or alteration of the basis for sharing common expenses and other apportionment of assessments which may be levied by the Assooiation in accordance with the provisions hereof, or alteration of the basis of ownership of Common Surplus, or alteration of voting rights in the Association, shall be made without the prior written consent of all of the Owners of all Condominium Units and all of the Lenders holding first mortgages or first deeds of trust on the Condominium Units.

C. No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of a Lender shall be made without the prior written consent of all Lenders holding mortgages on Condominium Units in the Condominium being first had and obtained.

D. No alteration, amendment of modification of the rights and privileges granted and reserved hereunder in favor of the Developer shall be made without the prior written consent of said party being first had and obtained.

27. REMEDIES IN EVENT OF DEFAULT. The Owner or Owners of each Condominium Unit shall be governed by and shall comply with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, as they may be amended from time to time. A default by the Owner of any Condominium Unit shall entitle the Association or the Owner of other Condominium Units to the following relief:

A. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief including, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. Such relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.

B. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of the Condominium Unit or its appurtenances. Nothing herein contained, however, shall be construed as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

D. The failure of the Association or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the other above-mentioned documents shall not constitute a waiver of the right of the Association or of the Unit Owner to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies, and privileges granted to the Association or the Owner or Owners of a Condominium Unit pursuant to any terms, provisions, covenants, or conditions of this Declaration or other above-mentioned documents, shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

F. The failure of Developer to enforce any right, privilege, covenant, or condition which may be granted to it by this Declaration or other above-mentioned documents shall not constitute a waiver of the right of Developer to thereafter enforce such right, provision, covenant, or condition in the future.

G. The failure of a Lender to enforce any right, provision, privilege, covenant, or condition which may be granted to it or them by this Declaration or other above-mentioned doouments, shall not constitute a waiver of the right of said party or parties to thereafter enforce such right, privilege, covenant, or condition in the future.

28. RIGHTS RESERVED UNTO LENDERS. As long as any Lender shall hold any mortgage upon any Condominium Unit or Units, or shall be the Owner of any Condominium Unit or Units, such Lender shall have the following rights:

A. To examine, upon request and at reasonable times and upon reasonable notice, the books and records of the Association; and to be furnished at least one copy of the Annual Financial Statement and Report of the Association prepared by a Certified Public Accountant designed by the Association, such Financial Statement and Report to be furnished by April 1 of each calendar year.

B. To be given written notice by the Association of the call of any meeting of the membership, which notice shall state the purpose of such meeting; and to designate a respresentative to attend.

C. To be given written notice of default by any Owner owning a Condominium Unit encumbered by a mortgage held by the Lender, such notice to be sent to the place which it may designate in writing.

D. To be given written notice of any loss to or taking of the common elements of the Condominium if such loss or taking exceeds $10,000 or damage in excess of $1,000 to a Condominium Unit on which such Lender shall hold a mortgage.

E. To receive written notice of any condemnation or eminent domain proceeding or proposed acquisition by a condemning authority.

Whenever any Lender desires the provisions of this Article to be applicable to it, it shall serve written notice of such fact upon the Association by Registered Mail or Certified Mail addressed to the Association and sent to its address stated

herein, identifying the Condominium Unit or Units upon which any such Lender holds any mortgage, or identifying any Condominium Units owned by it, together with sufficient facts to identify such mortgage and which notice shall designate the place to which notices are to be given by the Association to such Lender.

29. RIGHT OF DEVELOPER TO REPRESENTATION ON BOARD OF DIRECTORS OF THE ASSOCIATION; OTHER RIGHTS OF THE DEVELOPER. So long as Developer owns two (2) or more Condominium Units in the Condominium, but in any event, no longer than October 1, 1982, Developer shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association.

In the event of assignment by Developer at the time when it is the Owner of a Condominium Unit, then the rights of the Developer shall pass to and may be exercised by its successors receiving ownership of any such Condominium Unit in dissolution.

Whenever Developer shall be entitled to designate and select any person to serve on the Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by Developer need not be a resident in the Condominium. However, Developer shall be responsible for the payment of any assessments which may be levied by the Association against any Condominium Unit or Units owned by the said Developer, and for complying with the remaining terms and provisions hereof in the same manner as any other Owner of a Condominium Unit or Units.

During the period of sale by the Developer of any Unit, the Developer, and said Developer's agents, employees, contractors, and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to, and egress

from said Units and across the Property as may be required for purposes of said sale of Units. While the Developer owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

30. FEDERAL NATIONAL MORTGAGE CORPORATION AND FEDERAL HOME LOAN MORTGAGE CORPORATION REGULATIONS. Notwithstanding anything to the contrary contained in this Declaration, or in the Articles of Incorporation or the By-Laws, which are attached hereto, all terms, conditions, and regulations which are now existing, or which may be amended from time to time, by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation pertaining to condominiums are hereby incorporated as terms and conditions of the Declaration and By-Laws, and such shall be governing upon the Property, the Developer, and the Association of Unit Owners, so long as such terms or conditions are not inconsistent with the laws of the State of North Carolina, including, but not limited to, the North Carolina Unit Ownership Act.

31. MISCELLANEOUS.

A. In the event that any of the terms, provisions, or covenants of this Declaration are held to be partially or wholly invalid or unenforceable, such holding shall not affect, alter, modify, or impair in any manner any of the other terms, provisions, or covenants hereof or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

B. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. Throughout this Declaration, wherever appropriate, the singular shall include the plural and the masculine gender, the feminine or neuter and vice versa. The Article headings are for convenience of reference

only and shall not be considered terms of this Declaration.

C. The restrictions and burdens imposed by the covenants of this Declaration shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Condominium Unit and its appurtenant undivided interest in Common Property. This Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Condominium Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

D. The following named individual is designated as the person to receive service of process for the Association:

Harold E. Russell, Jr.
308 Anderson Plaza, 100 Six Forks Road
Raleigh, North Carolina

E. The Developer and its agents shall have the right to continue sales efforts on the premises and post "For Sale" signs thereon for so long as it shall own any unit.

F. Pursuant to Section 10-3074(b) of the Subdivision Standards Ordinance of the City of Raleigh, North Carolina, it is agreed that the City of Raleigh shall in no case be responsible for failing to provide any emergency or regular fire, police, or other public service to developments or their occupants when such failure is due to lack of access to such areas, due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Developer, Homeowners' Association, or occupants. This statement is placed herein pursuant to the requirements of Section 10-3074(b) of the Subdivision Standards Ordinance of the City of

Raleigh, North Carolina.

G. It is herewith agreed that this Declaration may not be amended unless either the City of Raleigh, City Attorney's Office, has received the proposed amendment by certified mail, return receipt requested, and has for a period of thirty (30) days after receipt, failed to respond negatively to the proposed amendment.

H. All governmental entities (federal, state or municipal) are hereby granted a perpetual easement on all roads (public or private) and parking areas for purposes of inspecting, supervising, and carrying out governmental functions.

IN WITNESS WHEREOF, Scott Mabon Hoch and wife, Sally M. Hoch, and Arthur E. Hoch and wife, Marilyn J. Hoch, doing business as Triangle Construction Co. have placed their hands and seals this 30th day of March, 1982.

Scott Mabon Hoch (SEAL)
Scott Mabon Hoch

Sally M. Hoch (SEAL)
Sally M. Hoch

Arthur E. Hoch (SEAL)
Arthur E. Hoch d/b/a Triangle Const. Co.

Marilyn J. Hoch (SEAL)
Marilyn J. Hoch d/b/a Triangle Const. Co.

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that SCOTT MABON HOCH, SALLY M. HOCH, ARTHUR E. HOCH d/b/a Triangle Construction Co. and MARILYN J. HOCH d/b/a Triangle Construction Co. each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 30th day of March, 1982.

SHARON E. HOGG NOTARY PUBLIC WAKE COUNTY, N.C.

My Commission Expires: May 5, 1985

Sharon E. Hogg
NOTARY PUBLIC

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ____ of Sally E. Hogg

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.

R. B. McKENZIE, JR., Register of Deeds

By Mary S. Tingles
Deputy Register of Deeds

EXHIBIT A

BEING all of Lots 31, 32, and 33, as shown on plat of Athena Woods, Section Two, as recorded in Book of Maps 1981, Page 466, Wake County Registry, to which reference is hereby made for a more particular description of same.

EXHIBIT B

Unit Number	Percentage Interest
5552-A Kaplan Drive	.1521
5552-B Kaplan Drive	.1465
5604-A Thea Lane	.1324
5604-B Thea Lane	.1324
5604-C Thea Lane	.1324
5606-A Thea Lane	.1521
5606-B Thea Lane	.1521

EXHIBIT C

BY-LAWS
OF
THEA LANE HOMEOWNERS' ASSOCIATION, LTD.

A corporation not for profit under the laws of the State of North Carolina

1. IDENTITY. These are the By-Laws of THEA LANE HOMEOWNERS' ASSOCIATION, LTD. (herein "Association"), a non-profit corporation under the laws of the State of North Carolina, the Articles of Incorporation of which were filed in the Offioe of the Secretary of State. It has been organized for the purpose of administering the operation and management of THEA LANE CONDOMINIUMS (herein "Condominium"), a condominium to be established in accordance with the laws of the State of North Carolina upon the property situate, lying and being in Wake County, North Carolina, and described in Exhibit "A" of the Declaration of Condominium and incorporated herein by reference.

A. The provisions of these By-Laws are applicable to the Condominium, and the terms and provisions hereof are expressly subject to the terms, provisions, and conditions and authorization contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Wake County Public Registry (herein "the Public Registry"), at the time said property and the improvements now situated and proposed to be constructed thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever they may be in conflict herewith.

B. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.

C. The office of the Association shall be at such place in Wake County, North Carolina, as the Board of Directors shall designate from time to time.

D. The fiscal year of the Association shall be the

calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first condominium.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article VI of the Articles of Incorporation of the Association, the provisions of which said Article VI of the Artioles of Incorporation are incorporated herein by reference.

B. A quorum at meeting of the members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the Owners of a Condominium Unit owned by more than one person or by a corporation or other entity shall be cast by the one person named in a Certificate signed by all of the Owners of the Condominium Unit and filed with the Secretary of Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such Owners shall not be considered for any purpose.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

E. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, or the Declaration of Condominium, or whether the same may otherwise be required by law, the affirmative vote of the persons entitled to cast a majority of the votes at any duly

called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP.

A. The Annual Members' Meeting shall be held at a time and place designated by the Board of Directors, on the first Tuesday in March of each year that is not a legal holiday for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

B. Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such Officers upon receipt of written request from members of the Association owning a majority of the Condominium Units.

C. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, or Secretary of the Association or other Officer of the Association in the absence of said Officers, to each member, unless waived in writing, such notice to be written and to state the time and place and purpose for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or delivered personally to each member within said time. If delivered personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the Register of Owners of the Association as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by signed written waiver of notice, waive such notice and, when filed in the records of the Association, whether before or after the holding of the meeting, such waiver shall be deemed equivalent to the giving of notice to the member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of

the membership required to constitute a quorum for particular purposes has not attended (wherever the latter percentage of attendance be required as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium), the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

D. The order of business, as far as practicable, at any members' meetings shall be:

1. Calling of the roll and certifying of proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading and disposal of any unapproved minutes;
4. Reports of Officers;
5. Reports of Committees;
6. Appointment of inspectors of Election by Chairman;
7. Unfinished business;
8. New business; and,
9. Adjournment.

4. BOARD OF DIRECTORS.

A. The initial Board of Directors of the Association and each succeeding Board of Directors shall consist of three (3) persons. At least a majority of the Board of Directors shall be members or employees of a corporate member of the Association. Notwithstanding the foregoing, so long as the developer, Scott Mabon Hoch and wife, Sally M. Hoch, Arthur E. Hoch and wife, Marilyn J. Hoch, and Arthur Mabon Hoch and wife, Phyllis Ann Hoch, (herein "Developer"), owns two (2) or more Condominium Units in THEA LANE CONDOMINIUMS, but in any event no longer than October 1, 1982, the Developer shall have the right to select a majority of the persons who shall serve as members of each Board of Directors of the Association. Any Director selected by Developer need not be a resident in the Condominium.

B. Election of Directors shall be conducted in the following manner:

1. Developer shall, at the beginning of the election of the Board of Directors, select that number of the members of the Board of Directors which it shall be entitled to select in accordance with the provisions of these By-Laws, and upon such selection of Developer by written instrument presented to the meeting at which election is held; said individuals so selected by Developer shall be considered Directors of the Association and shall thenceforth perform the offices and duties of such Directors until their successors shall have been elected in accordance with the provisions of these By-Laws.

2. All members of the Board of Directors whom Developer shall not be entitled to select under the terms and provisions of these By-Laws shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association immediately following the selection of the members of the Board of Directors whom Developer shall be entitled to select.

3. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person selected by Developer, such vacancy shall be filled by Developer selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship.

4. The initial Board of Directors will consist of three (3) members, whose names are set forth in the Articles of Incorporation. From and after the date of the first Annual Meeting of members, there shall be three (3) Directors. The initial Board shall serve until their successors at the first Annual Meeting of members are elected and qualify. Each Director shall hold office for a term of one (1) year or until his

death, resignation, retirement, removal, disqualification, or until his successor is elected and qualifies. If at the time of the first Annual Meeting Developer owns two (2) or more Condominium Units in the Condominium, Developer shall have the right to designate and seleot one (1) Director.

5. In the election of Directors, there shall be appurtenant to each Condominium Unit a total vote equal to the number of Directors to be elected, multiplied by the Unit's appurtenant undivided interest in the Common Area as set forth in Exhibit "B" of the Declaration; provided, however, no member or Owner of one (1) Condominium Unit may cast a vote greater than the Unit's appurtenant undivided interest in the Common Area for any one (1) person nominated as a Director so that voting for Directors shall be noncumulative. Notwithstanding the fact that Developer may be entitled to select a majority of the members of the Board of Directors, it shall still be entitled to cast the vote for each Condominium Unit owned by it in the elections of other Directors, provided, however, that the other Directors elected are persons other than Officers, Directors, Stockholders, and Employees of Developer, or wives and relatives of any such persons.

6. In the event the Developer, in accordance with the rights herein established, selects any person to serve on any Board of Directors of the Association, Developer shall have the absolute right at any time, in its sole discretion, to replace such person with another person to serve on any Board of Directors. Replacement of any person designated by Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name of the person to be replaced and the name of the person designated as successor to the person so removed from

the Board of Direotors. The removal of any Director and designation of his successor shall be effeotive immediately upon delivery of such written instrument by Developer to any officer of the Assooiation.

C. The organizational meeting of each newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

D. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Directors may be called by the President.

F. The Presiding Officer of the Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President of the Association shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

G. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, or these By-Laws, or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not

attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Direotor for the purpose of determining a quorum.

I. Directors' fees, if any, shall be determined by the members.

J. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Inoorporation of the Association, these By-Laws, and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

1. To make, levy, and collect assessments against members and members' Condominium Units to defray the costs of the Condominium, as provided for in Article 23 of the Declaration of Condominium, which Article is herein incorporated by reference, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

2. To maintain, repair, replace, operate, and manage the Common Areas and Facilities wherever the same is required to be done and accomplished by the Association for the benefit of its members; and further to approve any expenditure made or to be made for said purpose;

3. To reconstruct any part of the Common Property after casualty in accordance with Article 21 of the Deolaration of Condominium, and to make further improvement to the Common Property, real and personal,

and to make and to enter into any and all contracts necessary or desirable to accomplish said purposes;

4. To make, amend, and enforce regulations governing the use of the Common Property and Condominium Units so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

5. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Condominium Units in the Condominium as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, provided that the acquisition of real property other than Condominium Units shall require the approval of the Association;

6. To acquire now or at any time hereafter, and to enter into leases and agreements whereby the Association requires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to, swimming pools, tennis and other recreational facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Owners of the Condominium Units;

7. To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

8. To enforce by legal means or proceedings the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium, and

the regulations hereinafter promulgated governing use of the Common Property and Facilities of the Condominium;

9. To pay all taxes and assessments which are or may become liens against any part of the Condominium, other than Condominium Units and the appurtenances thereto, and to assess the same against the members and their respective Condominium Units subject to such liens;

10. To purchase insurance for the protection of the members, Directors, and the Association against casualty and liability in accordance with Article 20 of the Declaration of Condominium;

11. To pay all costs of power, water, sewer, and other utility services required to the Condominium and not billed to the Owners of the separate Condominium Units; and,

12. To designate and remove personnel necessary for the maintenance, repair, replacement, and operation of the Condominium, including the Common Property and Facilities.

K. The initial Board of Directors of the Association shall be comprised of the three (3) persons designated to serve as Directors in the Articles of Incorporation, which persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the Declaration of Condominium has been recorded in the Public Registry. Should any member of the initial Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to designate a party to serve as a Director for the unexpired term.

L. The undertaking and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after the Declaration of Condominium has been recorded, so long as such undertakings and contracts are within

the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents.

M. Any one or more of the members of the Board of Directors may be removed, either with or without cause, at any time by affirmative vote of the members owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, at any Special Meeting called for such purpose, or at the Annual Meeting. Provided, however, only the Developer shall have the right to remove a Director appointed by it.

5. OFFICERS.

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors nd who may be peremptorily removed by a vote of the Directors at any meeting. Any persons may hold two or more offices, except that the President shall not also be Vice-President, Secretary or an Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of any association, including the power to appoint committees from among the members as he may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to

the giving and serving of all Notices to the members and Directors, and suoh other notices required by law. He shall have qustody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep, or supervise the keeping of, detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Areas and Facilities, specifying the identifying the maintenance and repair expenses of the Common Areas and Facilities and any other expense incurred.

F. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

G. All Officers shall serve at the pleasure of the Board of Directors, and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Condominium Unit. Such account shall designate the name and address of the Unit Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which

assessments come due, the amounts paid upon the account, and the balance due upon assessments.

B. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the funotions of the Association, including, but not limited to, the following:

1. Common Expense Budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of and capital improvements to the Common Property, including landscaping, street and walkways, office expenses, utility services, casualty insurance, liability insurance, administration and reserves (operating and Capital Improvement Replacement), management fees, and costs of maintaining leasehold memberships and other possessory or use interests in land or facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Units Owners; and,

2. Proposed assessments against each member and his Unit.

Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Non-delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses

of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the direotors and in which the funds of the Association shall be deposited. Withdrawal of funds from suoh accounts shall be only by oheoks signed by such persons as are authorized by the Directors.

D. The books and all supporting documentation shall be available for examination by all Unit Owners and their Lenders or their agents during normal business hours.

E. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April of the year following the year for which the report is made.

F. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but in no event less than an amount equal to the current annual budget. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of North Carolina.

8. AMENDMENTS TO BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, whether meeting as members or by instrument in writing.

B. Upon any amendment to these By-Laws being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President of the Association, or

other Officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such Officer of the proposed amendment, and it shall be the duty of the Secretary to give to each member written notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

C. In order for such amendment to become effective, it must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of members owning at least seventy-five percent (75%) of the aggregate undivided interest in the Common Areas and Facilities of the Condominium. (If a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument.) Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Registry within ten (10) days from the date on which the amendment has been approved by the Directors and members. No amendment shall be valid unless set forth in an amendment to the Declaration of Condominium and duly recorded in the Wake County Public Registry.

D. Upon the approval and proper recording of any amendment, it shall become binding upon all Unit Owners.

E. At any meeting held to consider any amendment to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

F. Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend, or alter the right of the Developer to designate and

select members of each Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of the Developer.

9. RULES OF CONDUCT.

A. No resident of the Condominium shall post any advertisements or posters of any kind in or on the Common Property except as authorized by the Association.

B. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television sets, and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the sanitary regulations of Wake County.

C. No Unit Owner shall cause any improvements or alterations to be made to the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae, or any other objects, machines or air conditioning units which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of any portion of the exterior surface of any building without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee. No Unit Owner shall cause any object to be fixed to the Common Proerty or to any Limited Common Area (including the location or construction of fences or the planting or growing of flowers, traes, shrubs, or other vegetation) or in any manner change the appearance of the Common Property or Limited Common Area without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee. Storm windows and doors, balcony and patio awnings and enclosures shall be allowed on a unit by unit basis, provided, however, that the style and materials of such improvements shall be subject to the prior written approval of the Board of Directors.

10. COMPLIANCE. These By-Laws are set forth to comply with the requirements of the Unit Ownership Act, Chapter 47A of the General Statutes of the State of North Carolina. In the event that any of these By-Laws conflict with the provisions of said

statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing were adopted as the By-Laws of THEA LANE HOMEOWNERS' ASSOCIATION, LTD. at the first meeting of the Board of Directors on April 30, , 1982.

Marilyn J Hoch
Secretary

APPROVED:

Arthur E. Hoch
President

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EXHIBIT D

Harold Russell

~~BOOK 3014 PAGE 476~~

State of North Carolina

Department of the Secretary of State

PRESENTED FOR REGISTRATION
MAY 5 10 59 AM '82
R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

To all to whom these presents shall come, Greeting:

I, **Thad Eure,** *Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (* 8 *sheets) to be a true copy of*

ARTICLES OF INCORPORATION

OF

THEA LANE HOMEOWNERS' ASSOCIATION, LTD.

and the probates thereon, the original of which was filed in this office on the 26th *day of* April *19*82 *, after having been found to conform to law.*

In Witness Whereof, *I have hereunto set my hand and affixed my official seal.*

Done in Office, *at Raleigh, this* 26th *day of* April *in the year of our Lord 19*82

Thad Eure
Secretary of State

By Deputy Secretary of State

FILED

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ARTICLES OF INCORPORATION
OF
THEA LANE HOMEOWNERS' ASSOCIATION, LTD.

APR 20 1 01 PM '82
THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

In accordance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned natural person of full age has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I

The name of the corporation is "THEA LANE HOMEOWNERS' ASSOCIATION, LTD.", hereinafter called "the Corporation".

ARTICLE II

The principal and registered office of the Corporation is 308 Anderson Plaza, 100 Six Forks Road, Wake County, Raleigh, North Carolina.

ARTICLE III

Harold E. Russell, Jr., whose address is Suite 308 Anderson Plaza, 100 Six Forks Road, Raleigh, Wake County, North Carolina, is hereby appointed the Initial Registered Agent of the Corporation.

ARTICLE IV

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and no part of the Corporation's net income shall inure to the benefit of any of its officers, directors, members, or any other private individual. The purposes and objects of the Corporation shall be to administer the operation and management of THEA LANE CONDOMINIUMS (hereinafter called "the Condominium"), a condominium to be established in accordance with the laws of the State of North Carolina upon the property situate, lying, and being in Wake County, North Carolina, and more particularly described in Exhibit "A" of the formal Declaration of Condominium which will be recorded in the Public Records of Wake County, North Carolina, said Exhibit and Declaration of Condominium being incorporated herein by reference; to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms,

provisions, conditions, and authorization contained in these Articles of Incorporation and the Declaration of Condominium at the time said property, and the improvements now or hereafter situate thereon, are submitted to the Plan of Condominium Ownership; and to own, operate, lease, sell, trade, and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium.

ARTICLE V

The corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to non-profit corporations under the law pursuant to which this corporation is chartered and all of the powers and privileges which may be granted unto said Corporation under any other applicable laws of the State of North Carolina, including the Unit Ownership Act.

2. The Corporation shall have all the powers reasonably necessary to implement and effectuate the purposes of the Corporation including, but not limited to, the following:

(a) To make and establish reasonable rules and regulations governing the use of Condominium Units and Common Property in the condominiums as said terms may be defined in said Declaration of Condominium to be recorded.

(b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including Condominium Units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration

of Condominium.

(c) To maintain, repair, replace, operate, and manage the Condominium and the property comprising the same, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium property and to make and enter into any and all contracts necessary or desirable to accomplish said purposes.

(d) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Corporation.

(e) To acquire and enter into, now or at any time hereafter, leases and agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in land or facilities including, but not limited to, swimming pools, tennis courts, and other recreational facilities, whether or not contiguous to the lands of the Condominium to provide enjoyment, recreation, or other use or benefit to the owners of the Condominium Units.

(f) To enforce the provisions of the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the Condominium as the same may be hereafter established.

(g) To exercise, undertake, and accomplish all of the rights, duties, and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

ARTICLE VI

The qualification of the members, the manner of their admission to membership, and termination of such membership and voting by members shall be as follows:

1. The Owners of all Condominium Units in the Condominium shall be members of the Corporation, and no other persons or entity shall be entitled to membership, except as provided in Item 5 of this Article VI.

2. Membership shall be established by the acquisition of fee title to a Condominium Unit in the Condominium or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree, or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Condominium Units or who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain title to or a fee ownership interest in any Condominium Unit.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters which the membership shall be entitled to vote, each Condominium Unit shall have votes equal to its appurtenant undivided interest in the Common Areas and Facilities as set forth in Exhibit "B" of the Declaration of Condominium. The vote of each Unit may be cast or exercised by the Owner or Owners of each Condominium in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast the votes associated with each Condominium Unit owned in the manner provided by said By-Laws.

5. Until such time as the property described in

Exhibit "A" of the Declaration of Condominium and the improvements constructed thereon are recorded in the Register of Deeds of Wake County, the membership of the Corporation shall be comprised of the three (3) individuals named in Article XI hereof as the Initial Board of Directors of the Corporation, and each such individual shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE VII

The Corporation shall have perpetual existence.

ARTICLE VIII

The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Vice-President, Secretary, and Treasurer, subject to the directions of the Board of Directors. The Board of Directors or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

ARTICLE IX

The number of the members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the membership as provided by the By-Laws of the Corporation, and at lesst a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers, or employees of tbe corporate member of the Corporation. Notwithstanding the foregoing, so long as Scott Mabon Hoch and wife, Sally M. Hoch, Arthur E. Hoch and wife, Marilyn J. Hoch, and Arthur Mabon Hoch and wife, Phyllis Ann Hoch, own two (2) or more Condominium

Units in the Condominium, but in any event no longer than October 1, 1982, Scott Mabon Hoch and wife, Sally M. Hoch, Arthur E. Hooh and wife, Marilyn J. Hooh, and Arthur Mabon Hoch and wife, Phyllis Ann Hoch, shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Corporation. Scott Mabon Hoch and wife, Sally M. Hoch, Arthur E. Hoch and wife, Marilyn J. Hoch, and Arthur Mabon Hoch and wife, Phyllis Ann Hoch, may designate and select the person or persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the Corporation, and such person or persons so designated and selected need not be a resident of the Condominium.

ARTICLE X

The Board of Directors shall elect a President, a Vice-President, Secretary, and Treasurer. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

ARTICLE XI

The names and addresses of the Initial Board of Directors, who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of North Carolina, shall hold office until the first Annual Meeting of the Membership (or until their successors are elected and qualified) are as follows:

Arthur E. Hoch
308 Anderson Plaza
100 Six Forks Road
Raleigh, North Carolina 27619

Arthur M. Hoch
308 Anderson Plaza
100 Six Forks Road
Raleigh, North Carolina 27619

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Harold E. Russell, Jr.
308 Anderson Plaza
100 Six Forks Road
Raleigh, North Carolina 27619

ARTICLE XII

The original By-Laws of the corporation shall be adopted by a majority vote of the members of the Corporation present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws provide.

ARTICLE XIII

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights which such Director or Officer may be entitled.

ARTICLE XIV

An amendment or amendments to these Articles of Incorporation shall require the affirmative vote of Unit Owners owning at least seventy-five percent (75%) of the aggregate undivided interest in the Common Areas and Facilities of the Condominium. (If a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument.) No modification or amendment to the By-Laws shall

be valid unless set forth in an amendment to the Declaration of Condominium and duly recorded in the Wake County Public Registry.

No amendment to these Articles of Incorporation which shall abridge, amend, or alter the right of Scott Mabon Hoch and wife, Sally M. Hoch, Arthur E. Hoch and wife, Marilyn J. Hoch, and Arthur Mabon Hoch and wife, Phyllis Ann Hoch, to designate and select members or each Board of Directors of the Corporation, as provided in Article IX hereof, may be adopted or become effective without the prior written consent of Scott Mabon Hoch and wife, Sally M. Hoch, Arthur E. Hoch and wife, Marilyn J. Hoch, and Arthur Mabon Hoch and wife, Phyllis Ann Hoch.

ARTICLE XV

The name and address of the Incorporator is as follows:

Harold E. Russell, Jr.
Suite 308 Anderson Plaza
100 Six Forks Road
Raleigh, North Carolina 27619

IN TESTIMONY WHEREOF, I, being the incorporator, have hereunto set my hand and seal, this 23rd day of April, 1982.

Harold E. Russell
Harold E. Russell, Jr.

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, hereby certify that Harold E. Russell, Jr. personally appeared before me and being by me first duly sworn, declared that he signed the foregoing instrument in the capacity indicated and that the statements therein contained are true.

WITNESS my hand and notarial seal, this 23rd day of April, 1982.

Notary Public

My Commission Expires: 9-27-85

Hold-Harrod Russell

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PRESENTED FOR REGISTRATION

JAN 12 9 57 AM '83

R.B. MCKENZIE, JR. REGISTER OF DEEDS WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DECLARATION OF HILLSIDE CONDOMINIUMS

ARTHUR E. HOCH and wife, MARILYN J. HOCH, d/b/a Triangle Construction Co., hereinafter referred to as "Developer", do hereby make, declare, and establish this Declaration of Condominium as and for the plan of dwelling of ownership of HILLSIDE CONDOMINIUMS, being the property and improvements hereinafter described.

1. ESTABLISHMENT OF CONDOMINIUM. Arthur E. Hoch and wife, Marilyn J. Hoch, d/b/a Triangle Construction Co., are the owners of the fee simple title to that real estate identified as Lot 22 (Units 5644 A & B, Thea Lane); in Athena Woods Subdivision, which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference. On Lot 22, there currently exists a duplex. The total living units, for purposes of condominium living units, will be two (2), with their supporting facilities and other pertinent improvements. The buildings are constructed on reinforced concrete foundations and have 2" x 10" floor joists with 5/8" plywood tongue and groove subflooring. Typical exterior walls consist of 2" x 4" wood studs covered by 1/2" fiberboard and channel lock cedar siding, and each of the condominium units has a fireplace. There are no basements; however, each unit has an appurtenant deck and storage area, as more particularly set forth in the unit ownership file mentioned hereinafter.

The present improvements on the property consist of a duplex on Lot 22, Unit 5644 A & B, Thea Lane, each dwelling 1-story, 1,099 square feet and containing seven (7) rooms. The floor plan consists of two bedrooms, two baths, kitchen, living room and dining room.

The property contains sufficient parking space to accommodate at least two automobiles for each condominium unit. Each unit owner has the right to the use for at least two automobiles of such space. Developer does hereby submit the above-described property and improvements to condominium

ownership under the provisions of Chapter 47A of the General Statutes of North Carolina (Unit Ownership Act), and hereby declares the same to be a condominium to be known and identified as HILLSIDE CONDOMINIUMS (herein "Condominium").

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS. Filed simultaneously herewith and expressly made a part hereof as Unit Ownership File No. 46 (herein "Unit Ownership File"), consisting of 6 pages, is a survey of the land and graphic descriptions and plans of the improvements constituting the Condominium, identifying the Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each Condominium Unit is identified by specific numerical designation on said Unit Ownership File, and no Condominium Unit bears the same designation as any other Condominium.

3. DEFINITIONS. The Condominium consists of Condominium Units and Common Areas and Facilities, as said terms are hereinafter defined.

A. Condominium Units as defined herein shall comprise the separate numerically identified Dwelling Units which are designated in said Unit Ownership File, excluding all spaces and improvements lying:

(1) Beneath the surface of the hardwood flooring material of all floors or concrete slabs at ground level.

(2) Beneath the interior surfacing material of all perimeter walls, interior bearing walls and/or bearing partitions.

(3) Above the interior surfacing material of the ceilings.

and further excluding all pipes, ducts, wires, conduits, and other facilities for the furnishing of utilities and other services to Condominium Units and Common Areas and Facilities up to and including the point of entry of such pipes, ducts, wires and conduits through the interior surfacing material for walls and ceilings and subflooring surfacing material for floors. All pipes, ducts, wires, conduits, and other such facilities within

the interior surfacing materials shall be a part of the respective Condominium Unit. The decoration and painting of the exterior surface of doors and window frames shall be the responsibility of the Association, as hereinafter defined.

B. Common Areas and Facilities (herein "Common Property") shall comprise all of the real property, improvements, and facilities of the Condominium other than the Condominium Units and all personal property held and maintained for the use and enjoyment of all the Owners of the Condominium Units. All water lines located outside of public rights-of-way which serve the units and all sanitary sewer lines located outside public easements and public rights-of-way which serve the units are common areas.

C. Certain portions of the Common Areas and Facilities are reserved for the use of a particular Condominium Unit to the exclusion of other Units and are designated as "Limited Common Areas and Facilities". Limited Common Areas and Facilities and the Condominium Units to which they are reserved are as follows:

> All units have use of an area above ceiling joists but limited by a plane parallel to the attic rafters, as set forth in the Unit Ownership File. Storage rooms, patio and/or balcony appurtenant to each unit as shown in the Unit Ownership File.

The terms "Association of Unit Owners", "Building", "Common Areas and Facilities", "Common Expenses", "Common Profit", "Condominium", "Declaration", "Majority", or "Majority of Unit Owners", "Person", "Property", "Recordation", "Unit", or "Condominium Unit", "Unit Designation", and "Unit Owner", unless it is plainly evident from the context of this Declaration that a different meaning is intended, shall have the meaning set out in Section 3 of Chapter 47A of the General Statutes of North Carolina. "Common Expenses" shall be defined as follows:

A. All sums lawfully assessed against the unit owners by the association of unit owners;

B. Expenses of administration, maintenance, repair or replacement of the common areas and facilities;

C. Expenses agreed upon as common expenses by the association of unit owners;

D. Expenses declared common expenses by the provisions of this Chapter, or by the Declaration or the By-Laws;

E. Hazard insurance premiums, if required;

F. All ad valorem taxes and public assessments levied against the common areas.

4. OWNERSHIP OF CONDOMINIUM UNITS AND APPURTENANT INTERESTS IN COMMON PROPERTY. Each Condominium Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the Owner of each Unit shall also own, as an appurtenance to the ownership of each said Condominium Unit, an undivided interest in the Common Property. The undivided interest appurtenant to each Condominium Unit shall be as set out in Exhibit "B" attached hereto and made a part hereof. The proportional interest in the Common Property that is appurtenant to each Condominium Unit has been determined by a ratio formulated upon the approximate relation that the fair market value of each Unit at the date of the Declaration bears to the then aggregate fair market value of all of the Units having an interest in the Common Property. The fair market value of each Unit and the aggregate fair market value of all the Units have been determined by the Developer, and are binding upon all Unit Owners. The percentage of undivided interest in the Common Property assigned to each Condominium Unit shall not be changed except with the unanimous consent of all the Owners of the Condominium Units and with the consent of all of the Lenders holding first mortgages or deeds of trust on the Condominium Units.

5. RESTRICTIONS AGAINST FURTHER SUBDIVISION OF CONDOMINIUM UNITS: SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY PROHIBITED. No Condominium Unit may be divided or subdivided into a smaller Unit or Units than as shown in the Unit Ownership File nor shall any Condominium Unit or portion thereof be added to or incorporated into any other Condominium Unit. The undivided interest in the Common Property declared to be an appurtenance to each Condominium Unit shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said

Condominium Unit, and the undivided interest in Common Property appurtenant to each Condominium Unit shall be deemed conveyed, devised, encumbered, or otherwise included with the Condominium Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Condominium Unit. Any conveyance, mortgage, or other instrument which purports to grant any right, interest or lien in, to or upon a Condominium Unit, shall be null and void insofar as it purports to affect any interest in a Condominium Unit and its entire Condominium Unit. Any instrument conveying, devising, or encumbering any Condominium Unit, which described said Condominium Unit by the numerical designation assigned thereto in the Unit Ownership File shall be construed to affect the entire Condominium Unit and its appurtenant undivided interest in the Common Property. No limitation is placed on the ownership of any Condominium Unit by any person as tenants in common, joint tenants, or as tenants by the entirety.

6. THE CONDOMINIUM SUBJECT TO RESTRICTIONS. The Condominium Units, Common Property and Limited Common Areas are hereby declared to be subject to the restrictions, easements, conditions, and covenants prescribed and established herein governing the use of said Condominium Units, Common Property, and Limited Common Areas and setting forth the obligations and responsibilities incident to ownership of each Condominium Unit and its appurtenant undivided interest in the Common Property, and said Condominium Units, conditions, and limitations now of record affecting the land improvements of the Condominium.

7. PERPETUAL NONEXCLUSIVE EASEMENT IN COMMON PROPERTY. The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Owners of Condominium Units for their use and the use of their tenants, immediate families, guests and invitees, for all property purposes, and for the furnishing of services and facilities for which they are intended, and for the enjoyment of the Owners. Notwithstanding the foregoing, the Association, hereinafter

defined, shall have the exclusive right to establish the rules and regulations pursuant to which the Owner of any Condominium Unit, his family, guests, invitees, and tenants, may be entitled to use the Common Property, including the right to assign parking spaces, and to establish regulations concerning their use, provided that such regulations and such assignments are not inconsistent with the Raleigh City Code.

8. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Condominium Unit shall encroach upon any Common Property, or any other Condominium Unit for any reason not caused by the purposeful or negligent act of the Condominium Unit Owner, or agents of such Owners, then an easement appurtenant to such Condominium Unit shall exist for the continuance of such encroachment upon the Common Property or upon a Condominium Unit for as long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any Condominium Unit, then an easement shall exist for the continuance of such encroachment of the Common Property upon any Condominium Unit for so long as such encroachment shall naturally exist. If any Condominium Unit or Common Property shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and if upon reconstruction there exist encroachments of portions of the Common Property upon any Condominium Unit, or of any Condominium Unit upon any other Condominium Unit or upon any portion of the Common Property, then such encroachments shall be permitted and a valid easement for the maintenance thereof shall exist so long as such encroachments shall naturally remain.

9. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY. Recognizing that the proper use of a Condominium Unit by an Owner or Owners is dependent upon the use and enjoyment of the Common Property in common with the Owners of all other Condominium Units, and that it is in the interest of all Owners that the ownership of the Common Property be retained in common by the Owners, it is hereby declared that the proportional

undivided interest in the Common Property appurtenant to each Condominium Unit shall remain undivided, and no Unit Owner shall bring or have any right to bring any action for partition or division.

10. ADMINISTRATION OF THE CONDOMINIUM BY HILLSIDE HOMEOWNERS' ASSOCIATION, LTD. To efficiently and effectively provide for the administration of the Condominium by the Owners of the Condominium Units, a nonprofit North Carolina corporation known and designated as HILLSIDE HOMEOWNERS' ASSOCIATION, LTD. (hereinafter "Association") has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and By-Laws. A true copy of said By-Laws and Articles of Incorporation are annexed hereto and expressly made a part hereof as Exhibits "C" and "D", respectively. The Owner or Owners of each Condominium Unit shall automatically become members of the Association upon acquiring an ownership interest in title to any Condominium Unit and its appurtenant undivided interest in Common Property; such membership shall terminate automatically upon the Owner or Owners being divested of such ownership interest in the title to such Condominium Unit, regardless of how such ownership may be divested. No person, firm, or corporation holding any lien, mortgage, or other encumbrance upon any Condominium Unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, the Association is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and to collect assessments in the manner hereinafter provided, and to adopt, amend, promulgate and enforce such rules and regulations governing the use of the Condominium Units and Common Property as its Board of Directors may deem to be in its best interest.

11. RESIDENTIAL USE RESTRICTIONS APPLICABLE TO CONDOMINIUM

UNITS. Each Condominium Unit is hereby restricted to residential use by its Owner, his immediate family, guests, invitees, and lessees. No Unit Owner may lease less than the entire Unit. Any lease agreement must provide that it shall be subject to the provisions of this Declaration, and that any failure by the lessee to comply with the terms hereof shall be a default under the lease, and shall be in writing. No leases shall be entered into by a unit owner for a term of less than thirty (30) days. All such occupancy must conform with the Raleigh City Code.

12. USE OF COMMON PROPERTY SUBJECT TO RULES OF ASSOCIATION. The use of all Common Property by the Owner or Owners of all Condominium Units, and all other parties authorized to use the same, shall be subject to such rules and regulations as may be prescribed and established by the Association.

13. THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES: RESTRICTION AGAINST NUISANCES. No immoral, improper, offensive or unlawful use shall be made of any Condominium Unit or of the Common Property, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No Owner of any Condominium Unit shall permit anything to be done or kept in his Condominium Unit, or on the Common Property, which will increase the rate of insurance on the Condominium, or which will interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises, nor shall any Owner undertake any use which shall constitute a nuisance to any other Owner of a Condominium Unit, or which interferes with the peaceful possession and proper use of any other Condominium Unit or the Common Property.

14. RIGHT OF ENTRY INTO CONDOMINIUM UNITS IN EMERGENCIES AND FOR MAINTENANCE OF COMMON PROPERTY. In case of any emergency originating in or threatening any Condominium Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Condominium Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

Whenever it may be necessary to enter any Condominium Unit for the purpose of remedying or alteration or repair to any portion of the Common Property, the Owner of each Condominium Unit shall permit other Owners or their representatives, or an agent of the Association, to enter such Condominium Unit for such purpose, provided that entry shall be made only at reasonable times and with reasonable advance notice.

15. LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY CONDOMINIUM UNITS: NO RIGHT TO ALTER COMMON PROPERTY. No Owner of a Condominium Unit shall permit any structural modification or alteration to be made to such Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of the Association shall determine that such structural modifications or alterations would adversely affect or in any manner endanger the Condominium in part or in its entirety. No Owner shall cause any improvements or changes to be made on the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae or any other objects or machines which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of the exterior portion of any building without the written consent of the Association being first obtained. Storm windows and doors, balcony and patio awnings and enclosures shall be allowed on a unit by unit basis, provided, however, that the style and materials of such improvements shall be subject to the prior written approval of the Board of Directors. No Unit Owner shall cause any object to be fixed to the Common Property or to any Limited Common Area (including the location or construction of fences and the planting or growing of flowers, trees, shrubs, or any other vegetation) or in any manner change the appearance of the Common Property or Limited Common Area without the written consent of the Association being first obtained; such consent shall be measured considering the harmony of the Condominium.

16. RIGHT OF ASSOCIATION TO ALTER AND IMPROVE THE COMMON

PROPERTY AND ASSESSMENT THEREFOR. The Association shall have the right to make such alterations or improvements to the Common Property which do not prejudice the rights of the Owner of any Condominium Unit in the use and enjoyment of his Condominium Unit, provided the making of such alterations and immprovements are approved by the Board of Directors of the Association, and their costs shall be common expenses to be assessed and collected from all of the Owners of the Condominium Units. However, where any alterations and improvements are exclusively or substantially for the benefit of the Owner or Owners of a certain Condominium Unit or Units requesting them, then the cost of such alterations or improvements shall be charged against and collected solely from the Owner or Owners of the Condominium Unit or Units exclusively or substantially benefited, the charge to be levied in such proportion as may be determined by the Board of Directors of the Association.

17. MAINTENANCE AND REPAIR BY OWNERS OF CONDOMINIUM UNITS. Every Owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, either in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may endanger. The Owner of each Condominium Unit shall be liable and responsible for the maintenance, repair, and replacement of all heating and air conditioning equipment, stove, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his Condominium Unit. Such Owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all walls, ceilings, and floors within his Unit, including painting, decorating, and furnishings, and all other accessories which such Owner may desire to place or maintain in his Condominium Unit. Whenever the maintenance, repair and replacement of any item for which the Owner is obligated to maintain, replace or repair at his own expense is occasioned by

any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair, or replacement except that the Owner of such Condominium Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceeding the amount of the insurance proceeds applicable to such maintenance, repair, or replacement. The Owner of a Condominium Unit who has exclusive use of any Limited Common Area shall maintain such at his own expense. All doors, window frames, panes and screens are a part of the respective Condominium Units and shall be maintained by the respective Unit Owners, except as set forth in provision 3A hereinabove.

18. MAINTENANCE AND REPAIR OF COMMON PROPERTY BY THE ASSOCIATION. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring, and other facilities located in the Common Property for the furnishing of utility and other services to the Condominium Units and said Common Property, and should any incidental damage be caused to any Condominium Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Property, the Association shall, at its expense, repair such incidental damage. Whenever the maintenance, repair and replacement of any item for which the Association is obligated to maintain, replace or repair at its expense is occasioned by any act of a Condominium Unit Owner, his immediate family, tenants, guests, or invitees, and such loss or damage may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Unit Owner who is responsible for

the act causing the damage (whether done by himself or by his family, tenants, guests, or invitees) shall be required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

19. INSURANCE AND AUTHORITY TO PURCHASE INSURANCE. Insurance policies upon the Property (other than title insurance) shall be purchased by the Association in the name of the Board of Directors of the Association, as Trustees for the Condominium Unit Owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificates or mortgage endorsements to the holders of first mortgages on the Condominium Units or any of them, and if the companies writing such policies will agree, the policies shall provide that the insurer waives its rights of subrogation as to any claims against Condominium Owners, the Association and their respective servants, agents and guests. Each Condominium Unit Owner shall obtain insurance at his own expense, affording coverage upon his Condominium Unit, his personal property, and for his personal liability and as may be permitted or required by law, but all such insurance shall contain the same waiver of subrogation referred to above if available.

20. INSURANCE COVERAGE TO BE MAINTAINED: USE AND DISTRIBUTION OF INSURANCE PROCEEDS.

A. The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the Condominium Units and Common Property:

1. Casualty insurance covering the buildings and all improvements upon the land as described in Exhibit "A" and all personal property of the Association, except such personal property as may be owned by the Condominium Unit Owners, shall be procured in an amount equal to the maximum insurance replacement value thereof (exclusive of excavation, foundations, streets and

parking facilities) as determined annually by the insurance company on a coinsurance basis of not less than eighty percent (80%). Such coverage shall afford protection against: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; (b) such other risks as from time to time customarily shall be covered with respect to the buildings similar in construction, location and use, including vandalism and malicious mischief.

2. Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association, including legal liability, hired automobile, non-owned automobile, and off-premises employee coverage.

3. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Condominium Unit Owners as a group to a Condominium Unit Owner.

B. Premiums upon insurance policies purchased by the Association shall be paid by the Association as common expenses to be assessed and collected from all of the Owners of Condominium Units.

C. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds in trust for the benefit of the Association, the Condominium Unit Owners and their respective mortgagees in the following shares:

(1) Proceeds on account of damage to Common Property: in undivided shares for each Condominium Unit Owner and his mortgagee, if any, which shares are shown on Exhibit "B".

(2) Proceeds on account of damages to Condominium Units shall be held in the following undivided shares:

(a) Partial destruction when the Condominium is to be restored: for the Owners of damaged Condominium Units in proportion to the costs of repairing the damage suffered by each damaged

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(b) Total destruction of the Condominium or where the Condominium is not to be restored: for all Condominium Unit Owners and their mortgagees, the share of each being set forth in Exhibit "B".

D. In the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be held for the mortgagee and the Condominium Unit Owner as their interests may appear, but no mortgagee shall have the right to participate in the determination of reconstruction or repair.

E. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Condominium Unit Owners in the following manner:

(1) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Condominium Unit Owners, all remittances to Condominium Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

(2) If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Condominium Unit Owners, remittances to Condominium Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Condominium Unit and may be enforced by him.

F. Each Unit Owner, at his expense, shall keep in force comprehensive personal liability insurance covering liability for damages to person or property of others located within such Owner's Unit, or another Unit, or upon the Common Area and Facilities in such amounts as the Board of Directors shall from time to time determine, but in no case less than $100,000.00 for each occurrence.

G. Fidelity bonds shall be required by the Board of Directors for all directors, officers, managers, trustees, and employees of the Association, volunteers, and any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, taking into consideration the regulations and guidelines of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, as they may be amended from time to time. The premiums on such bonds shall be paid by the Association as a common expense.

21. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: DAMAGE TO COMMON PROPERTY: DAMAGE TO CONDOMINIUM UNITS.

A. If any part of the Common Property shall be damaged by casualty, the determination of whether or not to reconstruct or repair it shall be made as follows:

(1) Partial destruction shall be destruction of two-thirds (2/3) or less of the Building. In the event of partial destruction, the Common Property shall be reconstructed or repaired unless this Declaration is termination by the unanimous vote of all of the Condominium Unit Owners at a meeting of the members of the Association called and held prior to commencement of such reconstruction or repair.

(2) Total destruction shall be destruction if more than two-thirds (2/3) of the Building. In the event of total destruction, the Common Property shall not be reconstructed or repaired if, at a meeting which shall be called within thirty (30) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such adjustment, Condominium Unit Owners who own three-fourths (3/4) or more of the Building vote against reconstruction or repair.

(3) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications contained herein.

B. If the damage is only to those parts of one or more Condominium Units for which the responsibility for maintenance

and repair is that of the Unit Owner, then the Condominium Unit Owner shall be responsible for reconstruction and repair after the casualty. In all other instances, the responsibility or reconstruction and repair after casualty shall be that of the Association as follows:

(1) Immediately after casualty causing damage to property for which the Association has the responsibility for maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty.

(2) When the damage is to both Common Property and Condominium Units, the insurance proceeds shall be applied first to the costs of repairing the Common Property and the balance to the Condominium Units.

C. Each Condominium Unit Owner delegates to the Board of Directors of the Association his right to adjust with insurance companies all leases under policies purchased by the Association, except in any case where the damage is restricted to one Condominium Unit.

22. ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES. The Association shall maintain a Register setting forth the names of the Owners of all the Condominium Units. In the event of the transfer of any Condominium Unit to a third party, the transferee shall notify the Association in writing of his interest in such Condominium Unit, together with the recording information necessary to identify the instrument by which the transferee has acquired his interest. The Owner of each Condominium Unit shall also notify the Association of the parties holding any mortgage on any Condominium Unit, the amount of such mortgage and the recording information necessary to identify the mortgage. The holder of any mortgage upon any Condominium Unit may notify the Association of the existence of any mortgage, and the Association shall register in its records all pertinent information relating thereto.

23. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT. The Association is given the authority to administer the operation

and management of the Condominium as being in the best interest of the Owners of all Condominium Units. To properly administer the operation and management of the Condominium, the Association will incur for the mutual benefit of all of the Owners of Condominium Units, costs and expenses (herein "common expense"). To provide the funds necessary for such proper taxes, operation, management, and capital improvement, the Association has been granted the right to make, levy, and collect assessments against the Unit Owners and their Condominium Units. In furtherance thereof, the following provisions shall be operative and binding upon the Owners of all Condominium Units:

A. All assessments levied against the Unit Owners and their Condominium Units shall be uniform, and unless specifically otherwise provided for herein, all assessments made by the Association shall be in such an amount that any assessment levied against a Unit Owner and his Condominium Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Condominium Units as the undivided interest in Common Property appurtenant to each Condominium Unit bears to the total undivided interest in Common Property appurtenant to all Condominium Units (Exhibit B). Should the Association be the owner of a Condominium Unit or Units, the assessment which would otherwise be due and payable to the Association by the Owner of such Unit or Units, reduced by the amount of income which may be derived from the leasing of such Unit or Units by the Association, shall be apportioned, and the assessment therefor levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interest in the Common Property; exclusive of the interest therein appurtenant to any Unit or Units owned by the Association.

B. Assessments provided for herein shall be payable in monthly installments, or in such other manner as the Board of Directors of the Association shall determine. Such assessments shall commence for each Unit on January 1, 1983, unless the Board of Directors of the Association decides to assess monthly dues before this date.

C. The Board of Directors of the Association shall establish an Annual Budget in advance for each fiscal year (which shall correspond to the calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first Condominium Unit). Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium; including a reasonable allowance for contingencies and reserves, such budget to take into account anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The Board of Directors shall keep separate, in accordance with Paragraph D hereof, items relating to operation and maintenance from items relating to capital improvements. Upon adoption of such Annual Budget by the Board of Directors of the Association, copies shall be delivered to each Owner of a Condominium Unit, and the assessment for said year shall be established based upon such budget, although the non-delivery of a copy of it to each Owner shall not affect the liability of any Owner for such assessment. A majority of the Owners must approve an increase in the assessment by an amount greater than the percentage increase in the Consumer Price Index compiled by the Bureau of Labor Statistics of the United States Department of Labor from January 1 of the prior year to January 1 of the current year. Any notice provisions for calling a meeting to increase assessment above the Consumer Price Index (or its successors) shall be in accordance with Paragraph 26(A) of this Declaration.

D. The Board of Directors of the Association, in establishing the Annual Budget for operation, management, and maintenance of the Condominium, shall designate a sum to be collected and maintained as a reserve fund for replacement of capital improvements to the Common Property (herein "Capital Improvement Fund") which shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Property, and the

replacement of personal property constituting a portion of the Common Property held for the joint use and benefit of the Owners of Condominium Units. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors to collect and maintain a sum reasonably necessary to anticipate the need for replacement of Common Property. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the Association and shall be used only to make capital improvements to Common Property. Any interest earned on the Capital Improvement Fund may not be expended for current operation and maintenance.

E. All funds collected by the Association shall be treated as the separate property of the Association, and such funds may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of Common Property, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest herein, except as an appurtenance to his Condominium Unit. When the Owner of a Condominium Unit shall cease to be a member of the Association, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all funds which any Owner has paid to the Association shall constitute an asset or the Association which may be used in the operation and management of the Condominium.

F. The payment of any assessment or installment thereof shall be in default if such assessment or installment is not paid to the Association within thirty (30) days of its due date. When in default, the delinquent assessment or delinquent

installment thereof due to the Association shall bear interest at the highest rate allowed by law until paid in full to the Association.

G. The Owner or Owners of each Condominium Unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, which may be levied by the Association against such Condominium Unit while such party or parties are Owner or Owners of a Condominium Unit. In the event that any Unit Owner or Owners are in default in payment of any assessment or installment owed to the Association, such Unit Owner or Owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment and interest thereon, including reasonable attorney's fees, whether suit be brought or not.

H. No Owner of a Condominium Unit may exempt himself from liability for assessment levied against him or his Condominium Unit by waiver of the use and enjoyment of any of the Common Property, or by abandonment of the Condominium Unit or in any other way.

I. Recognizing that proper operation and management of the Condominium requires the continuing payment of costs and expenses therefor, and that such proper operation and maintenance results in benefit to all of the Owners of Condominium Units, and that the payment of such common expenses represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of each Unit Owner, the Association is hereby granted a lien upon each Condominium Unit and its appurtenant undivided interest in Common Property, which lien shall secure the funds due for all assessments now or hereafter levied against the Owner of each such Condominium Unit, which lien shall also secure all costs and expenses, including reasonable attorney's fees, which may be incurred by the Association in enforcing this lien upon said Condominium Unit. The lien granted to the Association may be

foreclosed in the same manner that real estate deeds of trust and mortgages may be foreclosed in the State of North Carolina, and in any suit for the foreclosure of said lien, the Association shall be entitled to reasonable rental from the Owner of any Condominium Unit from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said Condominium Unit. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its liens or encumbrances, including interest at twelve percent (12%) on any such advances so made. All persons, who shall acquire any interest in the ownership of any Condominium Unit, or who may be given or acquire a lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any Condominium Unit expressly subject to such lien rights. The Association, by or through its duly elected officers or Board of Directors, shall have the right to bid in any unit at any foreclosure sale.

J. The lien herein granted to the Association is recorded in the office of the Clerk of Superior Court of Wake County in the same manner as provided in Article 8 of Chapter 44 of the General Statutes and shall be enforceable from the time of recording a claim of lien in the Public Records of Wake County, North Carolina (hereafter the "Public Registry"), which claim shall state the description of the Condominium Unit encumbered thereby, the name of the record Owner, the amount due and the date when due. The claim of lien shall be recordable any time after default, and the lien shall continue in effect until all sums secured by said lien shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon. It shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums

secured by such claim of lien, it shall be satisfied of record.

The lien provided for herein shall be subordinated to the lien of any first mortgage or deed of trust. Any person, firm, or corporation acquiring title to any Condominium Unit and its appurtenant undivided interest in Common Property by any foreclosure, deed in lieu of foreclosure, or judicial sale, shall be liable and obligated only for assessments as shall accrue and become due and payable for said Condominium Unit and its appurtenant undivided interest in Common Property subsequent to the date of acquisition of such title, and it shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a Condominium Unit by foreclosure, deed in lieu of foreclosure, or judicial sale of any first mortgage or any assessment for which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Condominium Units as a part of the Common expense, although nothing herein contained shall release the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Any said assessment liens may be perfected by recording the same in the office of the Clerk of Superior Court of Wake County in the same manner as provided in Article 8 of Chapter 44 of the North Carolina General Statutes. An assessment lien is only subordinate to mortgages on deeds of trust recorded prior to the docketing of the condominium assessment lien. The assessment lien is subordinate, however, to those things contained in G.S. 47A-22(A)-22(1) and (3). Acquisition of a condominium unit by foreclosure or judicial sale extinguishes assessment liens only if he foreclosure is a first mortgage.

K. Whenever any Condominium Unit may be leased, sold, or mortgaged by the Owner thereof, the Association, upon written request of the Unit Owners or grantees, shall furnish to the proposed lessee, purchaser, mortgagee, or grantee, a statement verifying the status of payment of any assessment which may be due and payable to the Association by such Unit. Such statement

shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Condominium Unit is to be leased, sold, or mortgaged at the time when payment of any assessment against the Owner of said Condominium Unit and such Condominium dues to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser, or mortgagee first to the payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase or mortgagee proceeds to the Owner of any Condominium Unit who is responsible for payment of such delinquent assessment.

Institution of a lawsuit to attempt to collect the payment of any delinquent assessment shall not be an election by the Association which shall prevent it from thereafter seeking, by foreclosure action, enforcement of the collection of any sums remaining owing to it, nor shall proceeding by foreclosure to attempt such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to Association.

24. COMMON SURPLUS. "Common Surplus", meaning all funds and other assets of the Association (including excess of receipts of the Association, including but not limited to assessments, rents, profits and revenues from whatever source over the amount of the common expense), shall be owned by the Owners of all Condominium Units in the same proportion that the undivided interest in Common Property appurtenant to each Owner's Condominium Unit bears to the total of all undivided interests in Common Property appurtenant to all Condominium Units; provided, however, said common surplus shall be held by the Association in the manner, and subject to the terms, provisions and conditions of this Declaration, imposing certain limitations and restrictions upon

the use and distribution thereof. Except for distribution of any insurance indemnity herein provided, or upon termination of the Condominium, any attribution or distribution of common surplus which may be made from time to time shall be made to the then Owners of the Condominium Units in accordance with their percentages interests in Common surplus as declared herein.

25. TERMINATION. The Condominium shall be terminated, if at all, in the following manner:

A. The termination of the Condominium may be effected by the unanimous agreement of all Condominium Unit Owners expressed in an instrument duly recorded and, provided that the holders of all liens affecting any of the Condominium Units consent thereunto, or agree, by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the Condominium Unit Owner in the Property as provided in Subparagraph C below. The termination shall become effective when such agreement has been recorded in the Public Registry.

B. If it is determined in the manner elsewhere provided that the Condominium shall not be reconstructed after casualty, the Condominium plan of ownership shall be terminated and the Declaration of Condominium revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Registry.

C. After termination of the Condominium, the Condominium Unit Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Condominium Unit or Units formerly owned by such Condominium Unit Owners shall have mortgages and liens upon the respective undivided shares of the Condominium Unit Owners. The undivided share or interest owned by each tenant in common shall be that percentage of the undivided interest in the Common Area and Facilities previously owned by the respective Unit Owner. All funds held by the Association and insurance proceeds, if any,

shall be held for the Unit Owners in the same proportion. The costs incurred by the Association in connection with the termination shall be a Common Expense.

D. Following termination, the property may be partitioned and sold upon the application of any Condominium Unit Owner. Following a termination, if the Board of Directors determines by not less than a three-fourths (3/4) vote to accept an offer for the sale of property, each Condominium Unit Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such form as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale and upon the consummation thereof, shall be discontinued by all parties thereto.

E. The members of the Board of Directors, acting collectively as agent for all Condominium Unit Owners, shall continue to have such powers as granted herein, even though the Association may be dissolved upon a termination.

26. AMENDMENT OF DECLARATION OF CONDDMINIUM. This Declaration of Condominium may be amended in the following manner:

A. An Amendment to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors, or by the members of the Association owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any Amendment to this Declaration being proposed by the Board of Directors or members, such proposed Amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment. It shall be the duty of the Secretary to give to each member written notice of such Special Meeting, stating the time

and place, and reciting the proposed Amendment in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member. At the meeting, the Amendment proposed must be approved by an affirmative vote of members owning at least seventy-five percent (75%) of the aggregate undivided interest in the Common Areas and Facilities of the Condominium in order for such Amendment to become effective. (If a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument.) Thereupon such Amendment of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. The original, or an executed copy of such Amendment so certified and executed with the same formalities as a deed, shall be recorded in the Public Registry within ten (10) days from the date which the same became effective. At any meeting held to consider such Amendment, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association prior to such meeting or at such meeting.

B. No alteration in the percentage of ownership in Common Property appurtenant to each Condominium Unit, or alteration of the basis for sharing common expenses and other apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, or alteration of the basis of ownership of Common Surplus, or alteration of voting rights in the Association, shall be made

without the prior written consent of all of the Owners of all Condominium Units and all of the Lenders holding first mortgages or first deeds of trust on the Condominium Units.

C. No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of a Lender shall be made without the prior written consent of all Lenders holding mortgages on Condominium Units in the Condominium being first had and obtained.

D. No alteration, amendment of modification of the rights and privileges granted and reserved hereunder in favor of the Developer shall be made without the prior written consent of said party being first had and obtained.

27. REMEDIES. All owners, tenants of such owners, employees of owners and tenants, or any other persons that may in any manner use the property or any part thereof shall be governed by and shall comply with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, as they may be amended from time to time. A default by the Owner of any Condominium Unit shall entitle the Association or the Owner of other Condominium Units to the following relief:

A. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief including, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. Such relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.

B. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of the Condominium Unit or its

appurtenances. Nothing herein contained, however, shall be construed as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

D. The failure of the Association or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the other above-mentioned documents shall not constitute a waiver of the right of the Association or of the Unit Owner to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies, and privileges granted to the Association or the Owner or Owners of a Condominium Unit pursuant to any terms, provisions, covenants, or conditions of this Declaration or other above-mentioned documents, shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

F. The failure of Developer to enforce any right, privilege, covenant, or condition which may be granted to it by this Declaration or other above-mentioned documents shall not constitute a waiver of the right of Developer to thereafter enforce such right, provision, covenant, or condition in the future.

G. The failure of a Lender to enforce any right, provision, privilege, covenant, or condition which may be granted to it or them by this Declaration or other above-mentioned documents, shall not constitute a waiver of the right of said party or parties to thereafter enforce such right, privilege, covenant, or condition in the future.

28. RIGHTS RESERVED UNTO LENDERS. As long as any Lender shall hold any mortgage upon any Condominium Unit or Units, or

shall be the Owner of any Condominium Unit or Units, such Lender shall have the following rights:

A. To examine, upon request and at reasonable times and upon reasonable notice, the books and records of the Association; and to be furnished at least one copy of the Annual Financial Statement and Report of the Association prepared by a Certified Public Accountant designed by the Association, such Financial Statement and Report to be furnished by April 1 of each calendar year.

B. To be given written notice by the Association of the call of any meeting of the membership, which notice shall state the purpose of such meeting; and to designate a respresentative to attend.

C. To be given written notice of default by any Owner owning a Condominium Unit encumbered by a mortgage held by the Lender, such notice to be sent to the place which it may designate in writing.

D. To be given written notice of any loss to or taking of the common elements of the Condominium if such loss or taking exceeds $10,000 or damage in excess of $1,000 to a Condominium Unit on which such Lender shall hold a mortgage.

E. To receive written notice of any condemnation or eminent domain proceeding or proposed acquisition by a condemning authority.

Whenever any Lender desires the provisions of this Article to be applicable to it, it shall serve written notice of such fact upon the Association by Registered Mail or Certified Mail addressed to the Association and sent to its address stated herein, identifying the Condominium Unit or Units upon which any such Lender holds any mortgage, or identifying any Condominium Units owned by it, together with sufficient facts to identify such mortgage and which notice shall designate the place to which notices are to be given by the Association to such Lender.

29. RIGHT OF DEVELOPER TO REPRESENTATION ON BOARD OF DIRECTORS OF THE ASSOCIATION; OTHER RIGHTS OF THE DEVELOPER. So long as Developer owns one (1) or more Condominium Units in the

Condominium, but in any event, no longer than April 1, 1983, Developer shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Association.

In the event of assignment by Developer at the time when it is the Owner of a Condominium Unit, then the rights of the Developer shall pass to and may be exercised by its successors receiving ownership of any such Condominium Unit in dissolution.

Whenever Developer shall be entitled to designate and select any person to serve on the Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by Developer need not be a resident in the Condominium. However, Developer shall be responsible for the payment of any assessments which may be levied by the Association against any Condominium Unit or Units owned by the said Developer, and for complying with the remaining terms and provisions hereof in the same manner as any other Owner of a Condominium Unit or Units.

During the period of sale by the Developer of any Unit, the Developer, and said Developer's agents, employees, contractors, and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to, and egress from said Units and across the Property as may be required for purposes of said sale of Units. While the Developer owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

30. WORKING CAPITAL FUND. At each closing of any condominium unit subject to this Declaration there shall be collected at the time of closing at least two (2) months' maintenance fees for the purpose of the working capital fund, which shall be for the benefit of the Association.

31. MISCELLANEOUS.

A. In the event that any of the terms, provisions, or covenants of this Declaration are held to be partially or wholly invalid or unenforceable, such holding shall not affect, alter, modify, or impair in any manner any of the other terms, provisions, or covenants hereof or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

B. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. Throughout this Declaration, wherever appropriate, the singular shall include the plural and the masculine gender, the feminine or neuter and vice versa. The Article headings are for convenience of reference only and shall not be considered terms of this Declaration.

C. The restrictions and burdens imposed by the covenants of this Declaration shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Condominium Unit and its appurtenant undivided interest in Common Property. This Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Condominium Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

D. The following named individual is designated as the person to receive service of process for the Association:

Harold E. Russell, Jr.
308 Anderson Plaza, 100 Six Forks Road
Raleigh, North Carolina

E. The Developer and its agents shall have the right to continue sales efforts on the premises and post "For Sale" signs thereon for so long as it shall own any unit.

F. Pursuant to Section 10-3074(b) of the Subdivision Standards Ordinance of the City of Raleigh, North Carolina, it is agreed that the City of Raleigh shall in no case be responsible for failing to provide any emergency or regular fire, police, or other public service to developments or their occupants when such failure is due to lack of access to such areas, due to inadequate design or construction, blocking of access routes, or any other factor within the control of the Developer, Homeowners' Association, or occupants. This statement is placed herein pursuant to the requirements of Section 10-3074(b) of the Subdivision Standards Ordinance of the City of Raleigh, North Carolina.

G. It is herewith agreed that this Declaration may not be amended unless either the City of Raleigh, City Attorney's Office, has received the proposed amendment by certified mail, return receipt requested, and has for a period of thirty (30) days after receipt, failed to respond negatively to the proposed amendment or within such period of time the City Attorney's Office has approved the proposed amendment.

H. All governmental entities (federal, state or municipal) are hereby granted a perpetual easement on all roads (public or private) and parking areas for purposes of inspecting, supervising, and carrying out governmental functions.

IN WITNESS WHEREOF, Arthur E. Hoch and wife, Marilyn J. Hoch, d/b/a Triangle Construction Co., have placed their hands and seals this 23 day of December, 1982.

Arthur E. Hoch (SEAL)
Arthur E. Hoch

Marilyn J. Hoch (SEAL)
Marilyn J. Hoch

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NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, do hereby certify that Arthur E. Hoch and wife, Marilyn J. Hoch, d/b/a Triangle Construction Co., personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness my hand and notarial seal, this 23 day of December, 1982.

Sharon E. Hogg
Notary Public

My Commission Expires May 5, 1985

SHARON E. HOGG NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY
The foregoing certificate _____ of Sharon E. Hogg

_____ 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.

R. A. McKENZIE, JR., Register of Deeds

By Charles A. Pillsy
Asst. Register of Deeds

BY-LAWS
OF
HILLSIDE HOMEOWNERS' ASSOCIATION, LTD.

A corporation not for profit under the laws of the State of North Carolina

1. IDENTITY. These are the By-Laws of HILLSIDE HOMEOWNERS' ASSOCIATION, LTD. (herein "Association"), a non-profit corporation under the laws of the State of North Carolina, the Articles of Incorporation of which were filed in the Office of the Secretary of State. It has been organized for the purpose of administering the operation and management of HILLSIDE CONDOMINIUMS (herein "Condominium"), a condominium to be established in accordance with the laws of the State of North Carolina upon the property situate, lying and being in Wake County, North Carolina, and described in Exhibit "A" of the Declaration of Condominium and incorporated herein by reference.

A. The provisions of these By-Laws are applicable to the Condominium, and the terms and provisions hereof are expressly subject to the terms, provisions, and conditions and authorization contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Wake County Public Registry (herein "the Public Registry"), at the time said property and the improvements now situated and proposed to be constructed thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever they may be in conflict herewith.

B. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.

C. The office of the Association shall be at such place in Wake County, North Carolina, as the Board of Directors shall designate from time to time.

D. The fiscal year of the Association shall be the

calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first condominium.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article VI of the Articles of Incorporation of the Association, the provisions of which said Article VI of the Articles of Incorporation are incorporated herein by reference.

B. A quorum at meeting of the members shall consist of both persons entitled to cast votes. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the Owners of a Condominium Unit owned by more than one person or by a corporation or other entity shall be cast by the one person named in a Certificate signed by all of the Owners of the Condominium Unit and filed with the Secretary of Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such Owners shall not be considered for any purpose.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

E. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, or the Declaration of Condominium, or whether the same may otherwise be required by law, the affirmative vote of both persons entitled to cast votes at any duly called members' meeting at which a quorum is present shall be binding upon the

members.

3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP.

A. The Annual Members' Meeting shall be held at a time and place designated by the Board of Directors, on the first Tuesday in March of each year that is not a legal holiday for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

B. Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such Officers upon receipt of written request from members of the Association owning a majority of the Condominium Units.

C. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, or Secretary of the Association or other Officer of the Association in the absence of said Officers, to each member, unless waived in writing, such notice to be written and to state the time and place and purpose for which the meeting is called. Such notice shall be given to each member not less than twenty (20) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or delivered personally to each member within said time. If delivered personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the Register of Owners of the Association as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by signed written waiver of notice, waive such notice and, when filed in the records of the Association, whether before or after the holding of the meeting, such waiver shall be deemed equivalent to the giving of notice to the member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular

purposes has not attended (wherever the latter percentage of attendance be required as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium), the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

D. The order of business, as far as practicable, at any members' meetings shall be:

1. Calling of the roll and certifying of proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading and disposal of any unapproved minutes;
4. Reports of Officers;
5. Reports of Committees;
6. Appointment of inspectors of Election by Chairman;
7. Unfinished business;
8. New business; and,
9. Adjournment.

4. BOARD OF DIRECTORS.

A. The initial Board of Directors of the Association and each succeeding Board of Directors shall consist of three (3) persons. At least a majority of the Board of Directors shall be members or employees of a corporate member of the Association. Notwithstanding the foregoing, so long as the developer, Arthur E. Hoch and wife, Marilyn J. Hoch, (herein "Developer"), owns one (1) or more Condominium Units in HILLSIDE CONDOMINIUMS, but in any event no longer than April 1, 1983, the Developer shall have the right to select a majority of the persons who shall serve as members of each Board of Directors of the Association. Any Director selected by Developer need not be a resident in the Condominium. Effective April 1, 1983, a special meeting by the owners may be called for the purpose of electing new directors.

B. Election of Directors shall be conducted in the following manner:

1. Developer shall, at the beginning of the

election of the Board of Directors, select that number of the members of the Board of Directors which it shall be entitled to select in accordance with the provisions of these By-Laws, and upon such selection of Developer by written instrument presented to the meeting at which election is held; said individuals so selected by Developer shall be considered Directors of the Association and shall thenceforth perform the offices and duties of such Directors until their successors shall have been elected in accordance with the provisions of these By-Laws; however, the developer's rights on the Board of Directors shall terminate effective April 1, 1983.

2. All members of the Board of Directors whom Developer shall not be entitled to select under the terms and provisions of these By-Laws shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association immediately following the selection of the members of the Board of Directors whom Developer shall be entitled to select.

3. Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person selected by Developer, such vacancy shall be filled by Developer selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship.

4. The initial Board of Directors of the Association shall be comprised of the three (3) persons designated to serve as Directors in the Articles of Incorporation, which persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the Declaration of Condominium has been recorded in the

Public Registry. Should any member of the initial Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to designate a party to serve as a Director for the unexpired term, excepting the rights of the Declarants as set forth herein.

5. In the election of Directors, there shall be appurtenant to each Condominium Unit a total vote equal to the number of Directors to be elected, multiplied by the Unit's appurtenant undivided interest in the Common Area as set forth in Exhibit "B" of the Declaration; provided, however, no member or Owner of one (1) Condominium Unit may cast a vote greater than the Unit's appurtenant undivided interest in the Common Area for any one (1) person nominated as a Director so that voting for Directors shall be noncumulative. Notwithstanding the fact that Developer may be entitled to select a majority of the members of the Board of Directors, it shall still be entitled to cast the vote for each Condominium Unit owned by it in the elections of other Directors, provided, however, that the other Directors elected are persons other than Officers, Directors, Stockholders, and Employees of Developer, or wives and relatives of any such persons.

6. In the event the Developer, in accordance with the rights herein established, selects any person to serve on any Board of Directors of the Association, Developer shall have the absolute right at any time, in its sole discretion, to replace such person with another person to serve on any Board of Directors. Replacement of any person designated by Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name of the person to be replaced and the name of the person designated as successor to the person so removed from

the Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of each newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

D. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Directors may be called by the President.

F. The Presiding Officer of the Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President of the Association shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

G. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, or these By-Laws, or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not

attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

I. Directors' fees, if any, shall be determined by the members.

J. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws, and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

1. To make, levy, and collect assessments against members and members' Condominium Units to defray the costs of the Condominium, as provided for in Article 23 of the Declaration of Condominium, which Article is herein incorporated by reference, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

2. To maintain, repair, replace, operate, and manage the Common Areas and Facilities wherever the same is required to be done and accomplished by the Association for the benefit of its members; and further to approve any expenditure made or to be made for said purpose;

3. To reconstruct any part of the Common Property after casualty in accordance with Article 21 of the Declaration of Condominium, and to make further improvement to the Common Property, real and personal,

and to make and to enter into any and all contracts necessary or desirable to accomplish said purposes;.

4. To make, amend, and enforce regulations governing the use of the Common Property and Condominium Units so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

5. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Condominium Units in the Condominium as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, provided that the acquisition of real property other than Condominium Units shall require the approval of the Association;

6. To acquire now or at any time hereafter, and to enter into leases and agreements whereby the Association requires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to, swimming pools, tennis and other recreational facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Owners of the Condominium Units;

7. To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

8. To enforce by legal means or proceedings the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium, and

the regulations hereinafter promulgated governing use of the Common Property and Facilities of the Condominium;

9. To pay all taxes and assessments which are or may become liens against any part of the Condominium, other than Condominium Units and the appurtenances thereto, and to assess the same against the members and their respective Condominium Units subject to such liens;

10. To purchase insurance for the protection of the members, Directors, and the Association against casualty and liability in accordance with Article 20 of the Declaration of Condominium;

11. To pay all costs of power, water, sewer, and other utility services required to the Condominium and not billed to the Owners of the separate Condominium Units; and,

12. To designate and remove personnel necessary for the maintenance, repair, replacement, and operation of the Condominium, including the Common Property and Facilities.

K. The initial Board of Directors of the Association shall be comprised of the three (3) persons designated to serve as Directors in the Articles of Incorporation, which persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the Declaration of Condominium has been recorded in the Public Registry. Should any member of the initial Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to designate a party to serve as a Director for the unexpired term, excepting the rights of the Declarants as set forth herein.

L. The undertaking and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after the Declaration of Condominium has been

recorded, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents. That any said contracts or undertakings entered into by any Board of Directors of said Association in which the Declarant has control of said Board shall be subject to a ninety (90) day right of termination without penalty or any other detriment to the Association.

M. Any one or more of the members of the Board of Directors may be removed, either with or without cause, at any time by affirmative vote of the members owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, at any Special Meeting called for such purpose, or at the Annual Meeting. Provided, however, only the Developer shall have the right to remove a Director appointed by it.

5. OFFICERS.

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors who may be preemptorily removed by a vote of the Directors at any meeting. Any persons may hold two or more offices, except that the President shall not also be Vice-President, Secretary or an Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of any association, including the power to appoint committees from among the members as he may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the

duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all Notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep, or supervise the keeping of, detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Areas and Facilities, specifying the identifying the maintenance and repair expenses of the Common Areas and Facilities and any other expense incurred.

F. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

G. All Officers shall serve at the pleasure of the Board of Directors, and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Condominium Unit. Such account shall designate the name and address of the Unit Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

B. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following:

1. Common Expense Budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of and capital improvements to the Common Property, including landscaping, street and walkways, office expenses, utility services, casualty insurance, liability insurance, administration and reserves (operating and Capital Improvement Replacement), management fees, and costs of maintaining leasehold memberships and other possessory or use interests in land or facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Units Owners; and,

2. Proposed assessments against each member and his Unit.

Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Non-delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and

assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

D. The books and all supporting documentation shall be available for examination by all Unit Owners and their Lenders or their agents during normal business hours, which shall be 9:00 a.m. to 5:00 p.m., Monday through Friday, excepting normal holidays.

E. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, who is an outside independent accountant, and a copy of the report shall be furnished to each member not later than April of the year following the year for which the report is made.

F. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, as provided in the Declaration of Condominium. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of North Carolina.

8. AMENDMENTS TO BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon a vote of the

majority of the Directors, or by members of the Association owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, whether meeting as members or by instrument in writing.

B. Upon any amendment to these By-Laws being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President of the Association, or other Officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such Officer of the proposed amendment, and it shall be the duty of the Secretary to give to each member written notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

C. In order for such amendment to become effective, it must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of members owning at least seventy-five percent (75%) of the aggregate undivided interest in the Common Areas and Facilities of the Condominium. (If a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument.) Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Registry within ten (10) days from the date on which the amendment has been approved by the Directors and members. No amendment shall be valid unless set forth in an amendment to the Declaration of Condominium and duly recorded in the Wake County Public Registry.

D. Upon the approval and proper recording of any amendment, it shall become binding upon all Unit Owners.

E. At any meeting held to consider any amendment to the By-Laws, the written vote of any member of the Association

shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

F. Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend, or alter the right of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of the Developer.

9. RULES OF CONDUCT.

A. No resident of the Condominium shall post any advertisements or posters of any kind in or on the Common Property except as authorized by the Association.

B. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television sets, and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the sanitary regulations of Wake County.

C. No Unit Owner shall cause any improvements or alterations to be made to the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae, or any other objects, machines or air conditioning units which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of any portion of the exterior surface of any building without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee. No Unit Owner shall cause any object to be fixed to the Common Property or to any Limited Common Area (including the location or construction of fences or the planting or growing of flowers, trees, shrubs, or other vegetation) or in any manner change the appearance of the Common Property or Limited Common Area without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee. Storm windows and doors, balcony and patio awnings and enclosures shall be allowed

on a unit by unit basis, provided, however, that the style and materials of such improvements shall be subject to the prior written approval of the Board of Directors. The Board of Directors or Architectural Control Committee shall consider requests as they affect the harmony and congruity of the project.

10. COMPLIANCE. These By-Laws are set forth to comply with the requirements of the Unit Ownership Act, Chapter 47A of the General Statutes of the State of North Carolina. In the event that any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing were adopted as the By-Laws of HILLSIDE HOMEOWNERS' ASSOCIATION, LTD. at the first meeting of the Board of Directors on December 23, 1982.

Marilynn J. Hoch
Secretary

APPROVED:

Arthur E Hoch
President

EXHIBIT A

BEING all of Lot 22, as shown on plat of Athena Woods, Section Two as recorded in Book of Maps 1981, Page 466, Wake County Registry to which reference is hereby made for a more particular description of same and containing .3334 of an acre.

EXHIBIT B

UNIT NUMBER	PERCENTAGE INTEREST
5644 A Thea Lane	.50
5644 B Thea Lane	.50

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EXHIBIT "C"

ARTICLES OF INCORPORATION

OF

HILLSIDE HOMEOWNERS' ASSOCIATION, LTD.

FILED

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THAD EURE

SECRETARY OF STATE

In accordance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned natural person of full age has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I

The name of the corporation is "HILLSIDE HOMEOWNERS' ASSOCIATION, LTD.", hereinafter called "the Corporation".

ARTICLE II

The principal and registered office of the Corporation is 308 Anderson Plaza, 100 Six Forks Road, Raleigh, Wake County, North Carolina.

ARTICLE III

Harold E. Russell, Jr., whose address is Suite 308 Anderson Plaza, 100 Six Forks Road, Raleigh, Wake County, North Carolina, is hereby appointed the Initial Registered Agent of the Corporation.

ARTICLE IV

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and no part of the Corporation's net income shall inure to the benefit of any of its officers, directors, members, or any other private individual. The purposes and objects of the Corporation shall be to administer the operation and management of HILLSIDE CONDOMINIUMS (hereinafter called "the Condominium"), a condominium to be established in accordance with the laws of the State of North Carolina upon the property situate, lying, and being in Wake County, North Carolina, and more particularly described in Exhibit "A" of the formal Declaration of Condominium which will be recorded in the Public Records of Wake County, North Carolina, said Exhibit and Declaration of Condominium being incorporated herein by reference; to undertake the performance of the acts and duties incident to the administration of the operation and

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management of said Condominium in accordance with the terms, provisions, conditions, and authorization contained in these Articles of Incorporation and the Declaration of Condominium at the time said property, and the improvements now or hereafter situate thereon, are submitted to the Plan of Condominium Ownership; and to own, operate, lease, sell, trade, and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium.

ARTICLE V

The corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to non-profit corporations under the law pursuant to which this corporation is chartered and all of the powers and privileges which may be granted unto said Corporation under any other applicable laws of the State of North Carolina, including the Unit Ownership Act.

2. The Corporation shall have all the powers reasonably necessary to implement and effectuate the purposes of the Corporation including, but not limited to, the following:

(a) To make and establish reasonable rules and regulations governing the use of Condominium Units and Common Property in the condominiums as said terms may be defined in said Declaration of Condominium to be recorded.

(b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including Condominium Units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in

accomplishing the purposes set forth in said Declaration of Condominium.

(c) To maintain, repair, replace, operate, and manage the Condominium and the property comprising the same, including the right to reconstruct improvements after casualty and to make further improvements of the Condominium property and to make and enter into any and all contracts necessary or desirable to accomplish said purposes.

(d) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Corporation.

(e) To acquire and enter into, now or at any time hereafter, leases and agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in land or facilities including, but not limited to, swimming pools, tennis courts, and other recreational facilities, whether or not contiguous to the lands of the Condominium to provide enjoyment, recreation, or other use or benefit to the owners of the Condominium Units.

(f) To enforce the provisions of the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the Condominium as the same may be hereafter established.

(g) To exercise, undertake, and accomplish all of the rights, duties, and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

ARTICLE VI

The qualification of the members, the manner of their admission to membership, and termination of such membership and

voting by members shall be as follows:

1. The Owners of all Condominium Units in the Condominium shall be members of the Corporation, and no other persons or entity shall be entitled to membership, except as provided in Item 5 of this Article VI.

2. Membership shall be established by the acquisition of fee title to a Condominium Unit in the Condominium or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree, or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Condominium Units or who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain title to or a fee ownership interest in any Condominium Unit.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters which the membership shall be entitled to vote, each Condominium Unit shall have votes equal to its appurtenant undivided interest in the Common Areas and Facilities as set forth in Exhibit "B" of the Declaration of Condominium. The vote of each Unit may be cast or exercised by the Owner or Owners of each Condominium in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast the votes associated with each Condominium Unit owned in the manner provided by said By-Laws.

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5. The initial Board of Directors of the Association shall be comprised of the three (3) persons designated to serve as Directors in Article XI hereof, which persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the Declaration of Condominium has been recorded in the Public Registry. Should any member of the initial Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to designate a party to serve as a Director for the unexpired term, excepting the rights of the Declarants as set forth herein.

ARTICLE VII

The Corporation shall have perpetual existence.

ARTICLE VIII

The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Vice-President, Secretary, and Treasurer, subject to the directions of the Board of Directors. The Board of Directors or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

ARTICLE IX

The number of the members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers, or employees of the

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corporate member of the Corporation. Notwithstanding the foregoing, so long as any units are unsold, but in any event no longer than April 1, 1983, Arthur E. Hoch and wife, Marilyn J. Hoch, shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the Corporation. Arthur E. Hoch and wife, Marilyn J. Hoch, may designate and select the person or persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the Corporation, and such person or persons so designated and selected need not be a resident of the Condominium.

ARTICLE X

The Board of Directors shall elect a President, a Vice-President, Secretary, and Treasurer. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

ARTICLE XI

The names and addresses of the Initial Board of Directors, who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of North Carolina, shall hold office until the first Annual Meeting of the Membership (or until their successors are elected and qualified) are as follows:

Arthur E. Hoch
308 Anderson Plaza
100 Six Forks Road
Raleigh, NC 27619

Marilyn J. Hoch
308 Anderson Plaza
100 Six Forks Road
Raleigh, NC 27619

Harold E. Russell, Jr.
308 Anderson Plaza
100 Six Forks Road
Raleigh, NC 27619

ARTICLE XII

The original By-Laws of the corporation shall be adopted by

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a majority vote of the members of the Corporation present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws provide.

ARTICLE XIII

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights which such Director or Officer may be entitled. Indemnification shall not be applicable to relieve any officer or director from liability which results from their ownership of a condominium unit.

ARTICLE XIV

An amendment or amendments to these Articles of Incorporation shall require the affirmative vote of Unit Owners owning at least seventy-five percent (75%) of the aggregate undivided interest in the Common Areas and Facilities of the Condominium. (If a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument.) No modification or amendment to the By-Laws shall be valid unless set forth in an amendment to the Declaration of Condominium and duly recorded in the Wake County Public Registry.

No amendment to these Articles of Incorporation which shall abridge, amend, or alter the right of Arthur E. Hoch and wife, Marilyn J. Hoch, to designate and select members or each Board of Directors of the Corporation, as provided in Article IX hereof, may be adopted or become effective without the prior written consent of Arthur E. Hoch and wife, Marilyn J. Hoch.

ARTICLE XV

The name and address of the Incorporator is as follows:

Harold E. Russell, Jr.
Suite 308 Anderson Plaza
100 Six Forks Road
Raleigh, North Carolina 27619

IN TESTIMONY WHEREOF, I, being the incorporator, have hereunto set my hand and seal, this 14th day of December, 1982.

Harold E. Russell
Harold E. Russell, Jr.

NORTH CAROLINA
WAKE COUNTY

I, the undersigned Notary Public, hereby certify that Harold E. Russell, Jr. personally appeared before me and being by me first duly sworn, declared that he signed the foregoing instrument in the capacity indicated and that the statements therein contained are true.

WITNESS my hand and notarial seal, this 14th day of December, 1982.

Sharon E. Hoch
Notary Public

SHARON E. HUGG NOTARY PUBLIC WAKE COUNTY N.C.

My Commission Expires: May 5, 1985

WAKE COUNTY 15337 8

STATE OF NORTH CAROLINA

JUL22'83

P.B. 107/29

Real Estate Excise Tax

495.00

BOOK 3148 PAGE 417

PRESENTED FOR REGISTRATION

Jul 22 4 19 PM '83

R.B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

Excise Tax $495.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0091919

Verified by ..... County on the ..... day of 0087791

by 0087796

Mail after recording to Northen & Little, 431 W. Franklin Street, Chapel Hill, N.C. 27514

This instrument was prepared by John A. Northen

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 22nd day of July, 19 83, by and between

GRANTOR	GRANTEE
A. & L. PROPERTIES, INC.	BUCK JONES ROAD INVESTORS SIXTEEN, a North Carolina Partnership 1509 Seabrook Avenue Cary, N.C. 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 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:

See attached exhibit for descriptions of Tract One, Tract Two, and Tract Three, said exhibit being incorporated herein by reference.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977. Printed by CornerStone Printers, Inc.
Printed by Agreement with the N.C. Bar Assoc.-1981.

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

..... Book 2397, Page 327, 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.

A & L Properties, Inc. (Corporate Name)

By: Omadeo L. Ikeyler

President

ATTEST: Louis DeAngelis

Secretary (Corporate Seal)

USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP

NORTH CAROLINA, ... County.

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

..... Grantor,

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

My commission expires: ..... Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, ... County.

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

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

A & L Properties, 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 22 day of July, 19 82

My commission expires: 12/22/85 Notary Public

Use Black Ink

The foregoing Certificate(s) of John A. Northen

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 Mary S. Leopler Deputy/Assistant - Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

Printed by CornerStone Printers, Inc.

EXHIBIT FOR DESCRIPTION OF TRACTS

TRACT ONE:

BEGINNING at a point, a concrete marker, said concrete marker located in the Southeast right of way line of Buck Jones Road near its intersection with the exit ramp leading from U.S. Highway No. 1, and runs along the southern margin of Buck Jones Road, North 47° 55' East, a distance of 100 feet to a point; thence North 42° 58' West, a distance of 10 feet; thence parallel with the southern margin of the right of way of Buck Jones Road, North 47° 03' East a distance of 144.28 feet to a point; thence South 31° 37' East a distance of 163.77 feet to a point in the northern right of way line of U.S. Highway No. 1 exit ramp; thence South 70° 11' West along the northern margin of the said exit ramp a distance of 231.51 feet to a point; thence North 42° 10' West a distance of 62.60 feet to the point of beginning, and containing .63 acres, more or less, as shown on map entitled "Map of Property of South Hills Inn", as attached to this deed and recorded in Book 2287, at Page 186, and incorporated herein by reference. (See also Map Book 1967, Vo. II, Page 177.)

The grantors do hereby reserve unto themselves, their heirs and assigns, a perpetual easement running with the land to a 22 foot wide right of way along the southwestern margin of the said tract, and extending along the southeastern margin of the tract and shown as "access easement" on the map attached to deed recorded in Book 2287, at Page 186, which is incorporated herein, said easement to be for the use of the public at large for ingress and egress to the South Hill Mall Shopping Center, and to the Motel Site.

TRACT TWO:

A perpetual easement to a 22 foot wide right of way along the southeastern margin of that 1.641 acre tract adjacent to and northwest of tract one as described above and known as the "Motel Site", said easement running with the land, and shown as "access easement" on the map attached to deed recorded in Book 2287, at Page 186, which said map is incorporated herein, and said easement to be for the use of the public at large for ingress and egress to tract one.

TRACT THREE:

BEGINNING at a point, a concrete marker marking the intersection of the western margin of Buck Jones Road with the southern property line of the David J. Martin property as shown on that map entitled South Hills Shopping Center Ext. as surveyed and platted by James A. McNeill, Registered Surveyor on February 4, 1972, and runs along the David J. Martin southern property line North 68° 29' West, a distance of 182.0 feet to a stake corner; thence North 21° 31' East, a distance of 271.93 feet to a stake, corner; thence South 68° 29' East, a distance of 256.55 feet to a point in the western margin of Buck Jones Road, corner; thence along the western margin of Buck Jones Road an arc distance of 283.57 feet to the beginning, containing 1.37 acres more or less, and being a portion of the South Hills Shopping Center Ext.

This conveyance is made subject to the right of any adjoining property owner to ingress and egress over and on the said property whereon there is located parking areas, driveways or roads.

RESTRICTIVE COVENANT:

The grantees and their successors in title are forever forbidden from showing or allowing to be shown any movies in any theater located on the premises which have not been approved by the National Council of Churches or by the Catholic Council of Churches Movie Reviewing Board. This restrictive covenant shall run with the land.

BOOK 3590 PAGE 788

Prepared by and mail to:

PRESENTED FOR REGISTRATION
OCT 31 4 47 PM '85
KENNETH [illegible]
REGISTER OF DEEDS
WAKE COUNTY, NC

Hollowell & Silverstein, P.A.
Williamsburg Square
1100 Dresser Court
Raleigh NC 27609

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEED OF CORRECTION

THIS DEED OF CORRECTION, made and entered into this 30th day of October, 1985, by and between NAOMI C. PEARSON, widow, acting by and through her attorney-in-fact J. A. PEARSON [hereinafter "Grantor"] and EDWARD E. HOLLOWELL, TRUSTEE [hereinafter "Grantee"];

W I T N E S S E T H:

THAT WHEREAS, the Grantor heretofore executed to the Grantee a certain Deed dated April 29, 1985, and recorded in Book 3470, Page 981 in the office of the Register of Deeds of Wake County; and

WHEREAS, by mutual mistake said Deed contained an error in the description of the land thereby intended to be conveyed; and

WHEREAS, the Grantee has requested the Grantor to correct said error and the Grantor has agreed to do so; and

WHEREAS, the correct description intended to be inserted in said form or Deed is hereinafter set out;

NOW, THEREFORE, the Grantor, for the purpose of correcting said error and for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell, and convey unto the Grantee and its heirs and assigns a certain tract or parcel of land lying and being situate in the Township of Cary, County of Wake, and State of North Carolina, and more particularly described as follows:

BEGINNING at an iron pipe located on the eastern bank of Straight Branch, said iron pipe being on the southern

boundary of Lot 50, Section 9, Hillsdale Forest Subdivision, as recorded in Book of Maps 1980, Page 276, Wake County Registry; thence South 84° 57' 53" East 601.46 feet to an iron pipe, said iron pipe being located on the northwestern right-of-way of U.S. Highway 1 & 64; thence continuing across said right-of-way South 84° 57' 55" East 471.36 feet to a point, said point being located on the southeastern right-of-way of U.S. Highway 1 & 64; thence continuing South 84° 57' 55" East 1096.05 feet to a stone monument; thence continuing South 05° 30' 23" West 295.28 feet to an iron pipe, said iron pipe being located in the Carolina Power & Light Company's transmission line right-of-way; thence continuing along said right-of-way South 62° 03' 33" West 2176.97 feet to an iron pipe, said iron pipe being located on the western bank of Straight Branch; thence with the meanders of said branch to the beginning as follows: North 13° 19' 46" West 188.59 feet to a point; thence continuing North 02° 00' 31" West 336.63 feet to a point; thence continuing North 28° 11' 01" West 197.97 feet to a point; thence continuing North 11° 17' 18" West 155.95 feet to a point, said point being located on the southeastern right-of-way of U.S. Highway 1 & 64; thence continuing across said right-of-way North 01° 12' 11" East 299.16 feet to a point, said point being located on the northwestern right-of-way of U.S. Highway 1 & 64; thence continuing North 05° 36' 31" West 53.25 feet to a point; thence continuing North 16° 45' 30" West 229.52 feet to a point; thence continuing North 22° 00' 37" East 92.17 feet to an iron pipe, said iron pipe being the point and place of the BEGINNING (the western property line for the above-described land is the center line of Straight Branch; the calls and distances with the meanders of Straight Branch are for reference only); and containing 43.79 acres according to a survey and map for Dove Investment Associates II by Al Prince & Associates, P.A., Registered Land Surveyor, dated May 14, 1985.

The above-described land is subject to the right-of-way of U.S. Highway 1 & 64 by the North Carolina State Highway Commission, said right-of-way consisting of 5.44 acres.

In addition to the above-described land, there is also conveyed to the Grantees by the Grantors a permanent easement in an existing roadway over the property set forth and conveyed by that deed from Ernest A. Pearson, Jr. and wife, Naomi C. Pearson to Alton A. Kornegay dated June 23, 1966 and recorded July 5, 1966 in Book 1720, Page 367, Wake County Registry, which said road leads from the Stevens Road to the 43.79 acre tract described above.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges thereunto belonging to Grantee and its heirs and assigns free and discharged from all right, title, claim or interest of Grantor or anyone claiming by, through or under her.

IN WITNESS WHEREOF, the Grantor, by and through her duly authorized attorney-in-fact, has hereunto set her hand and seal the day and year first above written.

Naomi C. Pearson (SEAL)
Naomi C. Pearson

By: J. A. Pearson (SEAL)
J. A. Pearson, Attorney-in-Fact
for Naomi C. Pearson

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, do hereby certify that J.A. Pearson, Attorney-in-Fact for Naomi C. Pearson, personally appeared before me on this day and being by me duly sworn says that he executed the foregoing and annexed instrument for and in behalf of the said Naomi C. Pearson, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Wake County, State of North Carolina, on the 10th day of December, 1984, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I further certify that the said J.A. Pearson acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for an in behalf of Naomi C. Pearson.

Witness my hand and notarial stamp/seal this 30th day of October, 1985.

Elizabeth Sheehan
Notary Public

My Commission Expires: My Commission Expires 6-8-90

ELIZABETH SHEEHAN NOTARY *** PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ____ of Elizabeth Sheehan

_____ 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 Regina K. Cook
Asst./Deputy Register of Deeds

DOVE-QUIT
851029

BOOK 3628 PAGE 633

4

PRESENTED FOR REGISTRATION
Dec 30 5 05 PM '85
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

Excise Tax NOTE

Recording Time, Book and Page

Tax Lot No. 575-002; 575- Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to WOLFF AND MARTIN

P.O. DRAWER 12137

This instrument was prepared by RALEIGH, NORTH CAROLINA 27605

Brief description for the Index 575-002;575-084

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of December, 19 85, by and between

GRANTOR	GRANTEE
Isabel B. Worthy, unmarried	Worthy Partners, a North Carolina Limited Partnership whose general partners are M. Carter Worthy and Isabel B. Worthy 3621 Alamance Drive Raleigh, N. C. 27609

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 /a 5.8333% undivided interest in and to said, Swift Creek Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at a point in the western right of way line of the Franklin Road (SR#1319), said point also being located at a point in the center line of the old Stephens Store Road (now abandoned) and being a common corner with J. B. Pierce (now or formerly); runs thence along the center line of the Old Stephens Store Road (now abandoned) the following courses and distances: North 26° 29' West 110.38 feet, North 8° 8' West 115.60 feet, North 5° 58' East 104.02 feet, North 22° 08' East 162.07 feet, North 20° 52' East 274.54 feet, North 18° 17' East 201.00 feet, North 55° 56' East 126.50 feet to a point; thence South 5° 17' West 28.34 feet to a point; thence South 64° 15' East 199.70 feet to a State Highway Commission concrete monument; thence North 27° 50' East 52.75 feet to a point; thence South 56° 51 East 111.00 feet to a State Highway Commission concrete monument, said point being located in the western right of way line of Franklin Road (SR#1319); thence in a southerly direction along the west right of way line of Franklin Road (SR#1319) the following courses and distances: South 45° 20' West 230.3 feet, South 42° 10' West 189.80 feet, South 33° 03' West 240.95 feet to a State Highway Commission concrete monument, South 25° 56' West 205.20 feet to a State Highway Commission concrete monument, South 63° 11' East 19.52 feet to a State Highway Commission concrete monument, and South 24° 28' West 173.20 feet to the point and place of BEGINNING, and containing 4.717 acres, being all of the property of Williams Newton located west of the Franklin Road (SR#1319), according to a survey of John A. Edwards & Company dated September 5, 1968, and being the same property described in Short Form lease recorded in Book 1856, Page 220, Wake County Registry, and as shown on Maps recorded in Book of Maps 1968, Page 250, of said Registry. Being a portic of the property conveyed by L. G. Willis and wife, Sarah E. Willis to Williams Newton and wife, Annie Dee Newton (now deceased) by deed dated 6-14-41 and recorded in Book 865, Page 403, Wake County Registry.

Chicago Title Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc. 1981

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. /a 5.8333% undivided interest in and to said

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

All matters of public record in Wake County, N.C.

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

USE BLACK INK ONLY

..... (Corporate Name)	Isabel B Worthy (SEAL)
By:	Isabel B. Worthy, unmarried
..... President	..... (SEAL)
ATTEST:	..... (SEAL)
..... Secretary (Corporate Seal)	..... (SEAL)

SEAL-STAMP

BARBARA J. KEETER NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that Isabel B. Worthy, Unmarried 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 December, 19 85.

My commission expires: 4-23-87 Barbara J. Keeter Notary Public

Use Black Ink

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 Barbara J. Keeter

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 Regina R. Cooke Deputy/~~Assistant~~ - Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

POOLE PRINTING CO., INC. P.O. BOX 17378 RALEIGH, N.C. 27619

Printed by Agreement with the N.C. Bar Assoc. 1981

65

BOOK 3813 PAGE 103

PRESENTED FOR REGISTRATION

AUG 29 4 19 PM '96

KEN[illegible] REGISTER OF DEEDS WAKE COUNTY, NC

Excise Tax $57.50

Recording Time, Book and Page

Tax Lot No. [redacted] 0121709 Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to William J. O'Donnell, 812 W. Johnson St., Raleigh, NC

.....

This instrument was prepared by William H. Dixon

Brief description for the Index 5520-A Kaolan Drive

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29 day of August, 19 96, by and between

GRANTOR	GRANTEE
William H. Dixon & wife, Anita C. Dixon	William J. O'Donnell 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 all of Lot 41-A as shown in Book of Maps 1982, Page 327, Wake County Registry.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc. - 1981

BOOK 3813 PAGE 104

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 3013 Page 649

A map showing the above described property is recorded in Plat Book 1982 page 327.

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 1986 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

William H. Dixon (SEAL)

Anita C. Dixon (SEAL)

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that William H. Dixon & wife, Anita C. Dixon Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29 day of August, 19 86.

My commission expires: February 18, 1990 Notary Public

SEAL-STAMP

Use Black Ink

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 Wilma J. Dunlap

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 Joyce D. Johnson Deputy/Assistant—Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

POOLE PRINTING CO., INC. P.O. BOX 17378 RALEIGH, N.C. 27619

Printed by Agreement with the N.C. Bar Assoc. 1981

6-50

BOOK 4106 PAGE 709

PRESENTED FOR REGISTRATION

SEP 11 4 23 PM '87

KENNETH C. WILKINS
REGISTER OF DEEDS

497.00
Excise Tax

Recording Time, Book and Page

Tax Lot No. 574-36 Parcel Identifier No. 22516

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

by _____

Mail after recording to ADAMS, McCULLOUGH & BEARD
8000 Regency Parkway, Suite 350, Cary, North Carolina 27511

This instrument was prepared by: Terri Toth McKee

Brief description for the index:

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of September, 1987, by and between

GRANTOR	GRANTEE
Lamont N. Fitzgerald and wife, Lorna T. Fitzgerald; Durema F. Kohl and husband, Robert T. Kohl; Walter C. Fitzgerald, Jr. and wife, Carolyn V. Billings	Brookwood Associates, A North Carolina General Partnership Rt. 1, Box 154 Morrisville, N.C. 27560

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 Cary Township, Wake County, North Carolina, and more particularly described:

BEGINNING in the western right of way of State Road 1423 (Piney Plains Road), in the southern corner of Lot No. 96 on Map 1954, Page 23, Wake County Registry, at a power pole in the right of way of State Road 1423 and runs thence along the western right of way of State Road 1423 S 33°42'55"W 76.77' to an iron pipe; thence S 34°35'10"W 127.39' to an iron pipe; thence S 35°06'53"W 77.75' to an iron pipe; thence S 35°40'07"W 118.60' to an iron pipe (N.C. Grid Coordinates N=729,880.943 and E=2,074,269.680); thence along the division lines between Lots Nos. 112 and 113 and also Lots 123 and 124 N 54°38'54"W 1753.74' to an iron pipe; thence N 43°10'18"E 404.13' to an iron pipe (N.C. Grid Coordinates N=731,190.381 and E=2,073,115.803); thence along the division line between Lots 127 and 128 and also Lots 96 and 97 S 54°39'05"E 1695.19' to a power pole in the western right of way of State Road 1423, the point of the BEGINNING, containing 15.864 acres, more or less, and being all of Lot Nos. 97 through 112 and Lot Nos. 124 through 127, as shown on a map made by Kenneth Close, Inc. entitled "Property of Brookwood Associates" dated August 15, 1987.

The property hereinabove described was acquired by the Grantors' parents by instrument recorded in Book 1159, Page 22, Wake County Registry.

A map showing the above described property is recorded in Plat Book 1954, page 23, 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:

See Exhibit A attached hereto and incorporated by reference herein.

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

USE BLACK INK ONLY

Lamont N. Fitzgerald (SEAL)

Lorna T. Fitzgerald (SEAL)

Durema F. Kohl (SEAL)

Robert T. Kohl (SEAL)

Walter G. Fitzgerald, Jr. (SEAL)

Carolyn V. Billings (SEAL)

USE BLACK INK ONLY

SEAL-STAMP

BARBARA S. RIVETTE
Notary Public, State of New York
Qualified in Onon. Co. 8589190
My Commission Exp.
July 31, 19 88

STATE OF New York, Onondaga County.
I, a Notary Public of the County and State aforesaid, certify that Lamont N. Fitzgerald, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 day of September, 1987.
My commission expires: July 31, 1988 Barbara S. Rivette Notary Public

---

SEAL-STAMP

BARBARA S. RIVETTE
Notary Public, State of New York
Qualified in Onon. Co. 8589190
My Commission Exp.
July 31, 1988

STATE OF New York, Onondaga County.
I, a Notary Public of the County and State aforesaid, certify that Lorna T. Fitzgerald, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5 day of September, 1987.
My commission expires: July 31, 1988 Barbara S. Rivette Notary Public

---

SEAL-STAMP

STATE OF Kansas, Douglas County.
I, a Notary Public of the County and State aforesaid, certify that Durema F. Kohl, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of September, 1987.
My commission expires: 9-9-90 Notary Public

SEAL-STAMP

STATE OF Kansas, Douglas County.
I, a Notary Public of the County and State aforesaid, certify that Robert T. Kohl, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of September, 1987.
My commission expires: 9-9-90 Notary Public

SEAL-STAMP

STATE OF North Carolina, Wake County.
I, a Notary Public of the County and State aforesaid, certify that Walter C. Fitzgerald, Jr., Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of September, 1987.
My commission expires: 13 July 1990 Edna H. McCabe Notary Public

SEAL-STAMP

STATE OF North Carolina, Wake County.
I, a Notary Public of the County and State aforesaid, certify that Carolyn V. Billings, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of September, 1987.
My commission expires: 13 July 1990 Edna H. McCabe Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate 2 of Barbara S. Knuth, Carter A. Warner & Edna N. McCabe 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 Gladys C. Smith
Asst / Deputy Register of Deeds

smk43-1

EXHIBIT A
TO
GENERAL WARRANTY DEED

Grantee: Brookwood Associates, A North Carolina General Partnership
Grantor: Lamont N. Fitzgerald and wife; Durema F. Kohl and husband; and Walter C. Fitzgerald, Jr. and wife
Trustee: Ralph McDonald
Property: Lots 97 through 112 and Lots 124 through 127 (State Road 1423)

1. Rights of Way to Carolina Power & Light Company recorded at Book 956, Page 193 and Book 2890, Page 481, Wake County Registry.

2. Wake County ad valorem real property taxes for 1988 and subsequent years.

3. Right of way to State Highway Commission recorded at Book 1358, Page 622, Wake County Registry.

4. Judgment recorded at Book 2201, Page 106, Wake County Registry.

5. Easement to the Town of Apex recorded at Book 2890, Page 476, Wake County Registry.

6. Deed to the Board of Transportation recorded in Book 2497, Page 704, Wake County Registry.

smk43-3

BOOK 4122 PAGE 48

PRESENTED FOR REGISTRATION

Oct 7 12 42 PM '87

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, NC

Excise Tax $-

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0143883 & 0143884

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Manning, Fulton & Skinner

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

Brief description for the Index Lts. 26 & 27, Village of West Pines

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of September, 19 87, by and between

GRANTOR	GRANTEE
WESTPINE THREE, a North Carolina General Partnership	B. KENNETH MARTIN 5417 Edington Lane Raleigh, North Carolina 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 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:

Being all of Lots 26 and 27, Village of West Pines, as shown on map recorded in Book of Maps 1985, Page 42, Wake County Registry.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc. 1981.

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 3555, Page 337, Wake County Registry

A map showing the above described property is recorded in Plat Book 1985 page 42.

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 property is conveyed subject to Declaration of Easements and Party Wall Agreement recorded in Book 3318, Page 922, as amended by Book 3351, Page 858, Wake County Registry, to a twenty (20') foot storm drainage easement as shown on recorded map, to a twenty (20') foot access easement as shown on recorded map, and 1987 ad valorem taxes. Lot 27 is also subject to a twenty (20') foot sanitary sewer easement as shown on recorded 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.

(Corporate Name)

By: _____

_____ President

ATTEST:

_____

_____ Secretary (Corporate Seal)

USE BLACK INK ONLY

WESTPINE THREE, a North Carolina General Partnership (SEAL)

By: Cardovia L. Blackmon (SEAL)
Cardovia L. Blackmon, Partner

By: B. Kenneth Martin (SEAL)
B. Kenneth Martin, Partner

By: Ronald L. Normark (SEAL)
Ronald L. Normark, Partner

SEAL-STAMP ROBERTA HILL MILLER NOTARY * * * PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA, Wake County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that Cardovia L. Blackmon, B. Kenneth Martin and Ronald L. Normark, partners of Westpine Three, a North Carolina General Partnership, 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 September, 1987.

My commission expires: My Commission Expires 8-13-92 Roberta Hill Miller Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

Use Black Ink

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 Roberta Hill Miller

_____

_____

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

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

Printed by Agreement with the N.C. Bar Assoc. 1981

POOLE PRINTING CO., INC. P.O. BOX 17376 RALEIGH, N.C. 27619

BK: 1 3 : 1028

PRESENTED FOR REGISTRATION

87 DEC 17 PM 1:35

000134

REGISTER OF DEEDS
WAKE COUNTY

Excise Tax - 0 -

Recording Time, Book and Page No Revenue

Tax Lot No. ..... Parcel Identifier No. 0115966

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to City of Raleigh, Clerk's office, P.O. Box 590, Ral. NC 27602

.....

This instrument was prepared by John K. Culbertson, Attorney at Law

Brief description for the Index Tract B, Lakeshore Off Prk

NORTH CAROLINA GENERAL WARRANTY DEED
OF GIFT

THIS DEED/made this 9th day of October, 19 87, by and between

GRANTOR	GRANTEE
JOHN H. VOORHEES	CITY OF RALEIGH, a municipal corporation P. O. Box 590 Raleigh, N. C. 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, Raleigh Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at an iron pipe located in the eastern line of Jones-Franklin Road said pipe being South 03° 57' 53" East 448.33 feet from the intersection of the said eastern line of Jones-Franklin Road with the centerline of U.S. Highway 1; running thence South 82° 07' 36" East 242.68 feet to a stake; thence South 05° 40' 58" East 51.60 feet to a stake; thence South 36° 06' 41" West 287.90 feet to a stake; thence a new line through the Voorhees property the following courses and distances: North 07° 24' 08" West 37.63 feet; North 27° 18' 49" East 23.77 feet; North 14° 38' 03" West 41.77 feet; North 23° 08' 43" West 51.59 feet; North 39° 11' 45" West 54.51 feet; North 03° 30' 24" East 13.73 feet; North 80° 36' 36" West 24.40 feet; North 04° 10' 47" East 11.56 feet; South 78° 38' 38" West 34.83 feet; South 81° 29' 27" West 48.06 feet; and North 13° 17' 17" East 5.16 feet to a stake again in the eastern line of Jones-Franklin Road; thence with the eastern line of Jones-Franklin Road North 44° 55' 39" East 153.07 feet to the point and place of BEGINNING. Containing 1.172 acres and being Tract B on map entitled "Subdivision of Lakeshore Office Park, Section Two," prepared by Robert W. Keefe, Surveyor, dated June 10, 1987, and recorded in Book of Maps 1987, Page 1666, Wake County Registry.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

BK: 168 PG 829

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

.....

A map showing the above described property is recorded in Plat Book 1987 page 1666.

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 30-foot drainage easement and utility easement as shown on map recorded in Book of Maps 1987, Page 1666, Wake County Registry.

Subject to the privileges and benefits contained in that certain Declaration of Covenants for Maintenance executed by John H. Voorhees dated July 15, 1987 and recorded December 15, 1987 in Book 4166, Page 801, 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

John H. Voorhees (SEAL)
John H. Voorhees

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP JANICE W. AMMONS NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA, Wake County.

I, a Notary Public of the County and State aforesaid, certify that John H. Voorhees Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of November, 1987

My commission expires: 10/15/90 Janice W. Ammons Notary Public

SEAL-STAMP

NORTH CAROLINA, ...County.

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

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

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

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

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

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

My commission expires: ..... Notary Public

Use Black Ink

The foregoing Certificate(s) of Janice W Ammons

.....

.....

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 Dana K Baars .....Deputy/~~Assistant~~ - Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

BK4259PG0567

CT Corp Systems
C/o Mcguire, Woods, Battle
One James Center
Richmond VA 23219

STATE OF NORTH CAROLINA

Department of The
Secretary of State

CERTIFICATE OF MERGER
(N.C.G.S. 47-18.1)

I, THAD EURE, Secretary of State of the State of North Carolina, do hereby certify that on the 29th day of January , 1988, Articles of Merger or copy 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, was filed in this office on behalf of the corporations named below;

And I further certify:

The names of the constituent corporations were:

RANDOM CORPORATION (VA)

PINE DELL CORPORATION (VA)

PRESENTED FOR REGISTRATION
88 MAY 13 AM 9:28
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

The name of the surviving corporation was:

PINE DELL CORPORATION

The name of the surviving corporation was changed by virtue of said merger to: N/A

The effective time of said merger if different from the time of filing was: December 22, 1987

The surviving corporation is active and in good standing in this State in so far as is disclosed by the records of this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

DONE IN OFFICE at Raleigh, this the 9th day of May, 19 88.

THAD EURE
Secretary of State

SIGNATURE OMITTED PURSUANT TO CHAPTER 349, 1987 SESSION LAWS

By
Deputy Secretary of State

STATE OF NORTH CAROLINA
OCT 31 '88
Real Estate
122.00
000185

BK4377PG0287

PRESENTED FOR REGISTRATION
88 OCT 31 PM 1:40
KEITH [illegible] HIGGINS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax 122.00 | Recording Time, Book and Page

Tax Lot No. 04-2-0056756 Parcel Identifier No. 574-228

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Paul Carruth, Esquire, 5834 Faringdon Place, Raleigh, N.C. 27609

This instrument was prepared by Paul Carruth, Esquire

Brief description for the Index Lot 28, Block E, Hillsdale Forest

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 25 day of October, 19 88, by and between

GRANTOR	GRANTEE
JOSEPH CARL SHARPE and wife ROBERTA SUE SHARPE	DONALD ALAN ROSA and wife NANCY LILLIAN ROSA 1321 Mellon Court 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 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 Cary, ... Township, Wake County, North Carolina and more particularly described as follows:

BEING all of Lot 28, Block E, Additions to Hillsdale Forest Subdivision, Section 6, Revised, as shown on map recorded in Book of Maps 1975, Page 130, Wake County Registry.

BK4377PG0288

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

.....

A map showing the above described property is recorded in Plat Book 1975 page 130.

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:

Restrictive Covenants recorded in Book 1977, Page 42, Wake County Registry.

Ad valorem taxes for 1988.

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

Joseph Carl Sharpe (SEAL)
JOSEPH CARL SHARPE

Roberta Sue Sharpe (SEAL)
ROBERTA SUE SHARPE

.....(SEAL)

.....(SEAL)

SEAL-STAMP

NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA, ...County.

I, a Notary Public of the County and State aforesaid, certify that Joseph Carl Sharpe and his wife, Roberta Sue Sharpe 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 October, 19 88.

My commission expires: My Commission Expires 4-2-92 Nancy L. Bowman Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, ...County.

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

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

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

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

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

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

My commission expires: ..... Notary Public

Use Black Ink

The foregoing Certificate(s) of Nancy L. Bowman

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: Brigitte M. Pondexter Deputy/Assistant Register of Deeds

N.C. Bar Assn. Form No. 3 © 1976, Revised 1977 Printed by Agreement with the N.C. Bar Assn. Poole Printing Co., Inc. P.O. Box 58487, Raleigh, N.C. 27658

BK4412PG0562

Prepared by: Return to: Patrick E. Lee
Engineering Dept
P. O. Box 1147
Cary, NC 27512-1147

NORTH CAROLINA

WAKE COUNTY

GENERAL WARRANTY DEED

THIS DEED made this 30th day of December, 1988 by Cary Property Associates, a Virginia general partnership, Grantors, to the Town of Cary a municipal corporation of the State of North Carolina, Grantee. The designation Grantors and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H:

THAT the Grantors for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Cary, Wake County, N.C. and more particularly described as follows:

BEGINNING at a point in the southern right of way of Interstate 40, said point being the northeast corner of a certain tract as recorded in Book 3905 page 651, Wake County Registry, proceeding thence with said right of way S 47-44-49 E 142.95', S 26-18-45 E 120.00', thence S 63-41-15 W 129.86', S 83-51-34 W 360.61', N 09-15-39 W 255.00', N 86-46-41 E 422.43', N 02-33-11 E 57.77' to the point and place of BEGINNING (together with a temporary access easement),*~~as shown on a (map)~~ **entitled "Survey of 30' Access Easement and Walnut Creek Pump Station Site for Town of Cary" by Watkins and Associates, P.A. dated December 14, 1988,***Said temporary access easement to be moved to a permanent location when Grantor has an approved site development plan for the adjacent tract. Said location to be mutually agreeable by Grantor and Grantee.

*all of which property and temporary access easement are shown on that certain plat (map)**

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenances thereunto belonging to the said Grantee, in fee simple. And the same Grantors do covenant that they are seized of said premises in fee simple and covenant with the Grantee that Grantors have the right to convey the same in fee simple, that title is marketable and free of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whosoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions - (None, unless otherwise stated): This conveyance is made subject to the conditions, restrictions, easements and reservations set forth in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a time limitation contained therein or which, otherwise, have not become legally ineffective.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal, or if corporate, have 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 the Board of Directors, the day and year first above written.

***which plat is duly recorded in Book of Maps _____, at Page _____, Wake County Registry.

CPA CPA

CPA CPA

CPA CPA

0000077

88 DEC 30 PM 2:29

STATE OF NORTH CAROLINA
WAKE COUNTY
DEC 30'88
Real Estate Excise Tax
400.00

Return to: Patrick C Lee
Engineering Dept.
P O Box 1147
Cary, NC 27512-1147

CARY PROPERTY ASSOCIATES

By _____
SEAL Joseph Mersel, Managing General Partner

By _____
SEAL Edward S. Garcia, General Partner

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned Notary Public, do hereby certify that Joseph Mersel, Managing General Partner of Cary Property Associates

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 30th day of December, 1988.

My commission expires: 10/5/90

Lorraine A. Feltch
NOTARY PUBLIC

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned Notary Public, do hereby certify that Edward S. Garcia, General Partner of Cary Property Associates personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 30th day of December, 1988.

Lorraine A. Feltch
NOTARY PUBLIC

My Commission Expires: 10/5/90

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate ~~s~~ of Lorraine A. Feltch

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 P. Anne Redd
~~Asst~~ /Deputy Register of Deeds

BK002003PG00528

This deed drawn by JOHNSON AND GAMBLE BOOK 2003 PAGE 528

NORTH CAROLINA—Wake County.

THIS DEED, made this 16th day of July, 1971, by

ROY A. LARSON and wife, DARLYNE H. LARSON Grantors,

To JAMES EDWARD JOHNSON and wife, DORIS T. JOHNSON

, Grantees, all of 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 City of Raleigh, Raleigh Township, adjoining the lands of and others, and more particularly described as follows:

BEGINNING at a stake in the Southern line of Stockton Drive, formerly West Lakeside Drive, said stake being distant in a Western direction 365 feet from the point where the Southern line of Stockton Drive begins to curve into the western line of Jeffries Road, said stake also marking the Northwestern corner of Lot 137 on map to which reference is hereinafter made; runs thence along the Western line of Lot 137 South 01° 45' East 200 feet to a stake, the Southwestern corner of Lot 137; runs thence along the Southern line of Lot 136 South 88° 15' West 140.5 feet to a stake, said stake being distant in an Eastern direction 14.28 feet from the Southeastern corner of Lot 135 (The actual measured distance of the Southern line of Lot 136 being 154.78 feet, the recorded map distance of 140.5 feet being in error.); runs thence along a new line through Lot 136 North 14° 08' East 210.44 feet to a stake in the Southern line of Stockton Drive, said stake being distant in an Eastern direction 9.6 feet from the Northeastern corner of Lot 135; runs thence along the Southern line of Stockton Drive along a 110 foot radius curve to the left in an Eastern direction 23.04 feet to a stake; continuing thence along the Southern line of Stockton Drive North 88° 15' East 60 feet to the point of BEGINNING, and being the greater portion of Lot 136 of Roylene Acres Extension according to map recorded in Book of Maps 1958, Page 105, Wake County Registry, and being the property of James Edward Johnson and wife according to survey and plat prepared by Sam Powell, Registered Surveyor, dated July 14, 1971.

This conveyance is made subject to Restrictive Covenants as recorded in Book 1307, Page 256, Wake County Registry; subject to 1971 property taxes and subject to all other easements and restrictions of record.

This property was conveyed to Grantors by deed dated April 17, 1963 recorded in Book 1550 Page 226 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 Roy A. Larson and wife, Darlyne H. Larson

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.

Roy A. Larson (SEAL) Roy A. Larson

Darlyne H. Larson (SEAL) Darlyne H. Larson

(Type name under each signature)

(SEAL) (SEAL)

CAROLYN A. KENAN NOTARY PUBLIC WAKE COUNTY, N. C.

NORTH CAROLINA—Wake County. (If acknowledgment not taken in Wake County, N. C., show county and state where taken)

I, Carolyn A. Kenan, a Notary Public, do hereby certify that Roy A. Larson and his wife, Darlyne H. Larson, 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 16th day of July, 1971. My commission expires 3/17/76

NOTARIAL SEAL HERE
(Seal must be impressed sufficiently for Notary's name to be readable)

Carolyn A. Kenan Notary Public.

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of Carolyn A. Kenan

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2003, Page 528

This 16 day of July, 1971, at 4:00 o'clock P. M

J. A. ROWLAND, Register of Deeds

By Louise S. Forrest
Deputy Register of Deeds

WAKE COUNTY 330 STATE OF NORTH CAROLINA JUL 16 '71 Real Estate Excise Tax $24.00

Form No. 1—1-54 Rev. 5-54—Copyright 1954 by Wake County Bar Association—Glover Printing, Inc., Raleigh, N. C.

STATE OF NORTH CAROLINA
WAKE COUNTY
1 2 3 5 5 2
JAN 15 '81
P.B. 107 25
Real Estate Excise Tax
27.50

BOOK 2894 PAGE 784

PRESENTED FOR REGISTRATION
JAN 15 10 14 AM '81
R.E. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

27.50 Excise Tax

Recording Time, Book and Page

Tax Lot No. 548-473 Parcel Identifier No. 75960

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to hold for Tom Earls

This instrument was prepared by Blanchard, Tucker, Twiggs, Denson & Earls

Brief description for the Index Lot 84 Roylene Acres Ext.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15th day of January, 19 81, by and between

GRANTOR	GRANTEE
SANDRA LEIGH POINDEXTER McLAMARA and husband, PATRICK K. McLAMARA and IRA C. POINDEXTER, JR.	CATHERINE C. PADGETT 5016 Stockton Drive Raleigh, N. C.

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 84, Roylene Acres Extension according to map recorded in Book of Maps 1958, Page 105, Wake County Registry.

This conveyance is made subject to that Deed of Trust recorded in Book 2409, Page 79, Wake County Registry. In accepting this Deed, the Grantee herein, as part of the consideration for this transfer, hereby assumes all obligations of the Note and Deed of Trust referred to above and further agrees to indemnify the Veterans Administration to the extent of any claim arising from the guaranty or insurance of the said loan indebtedness.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2409, Page 78, Wake County Registry

A map showing the above described property is recorded in Plat Book 1958 page 105

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:

A. Restrictive Covenants recorded in Book 1170, Page 232, Wake Co. Registry.
B. General easements of record.
C. 1981 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

Sandra Leigh Poindexter McLamara (SEAL)
Sandra Leigh Poindexter McLamara

Patrick K. McLamara (SEAL)
Patrick K. McLamara

Ira C. Poindexter, Jr. (SEAL)
Ira C. Poindexter, Jr.

_____ (SEAL)

SEAL-STAMP — COY T. SEVIER NOTARY PUBLIC WAKE COUNTY, N. C.

Use Black Ink

NORTH CAROLINA, WAKE County.

I, a Notary Public of the County and State aforesaid, certify that Sandra Leigh Poindexter McLamara & husband, Patrick K. McLamara and Ira C. Poindexter, Jr. Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15 day of January, 1981

My commission expires: Aug 10, 1981 Coy T. Sevier Notary Public

SEAL-STAMP

Use Black Ink

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 Coy T. Sevier

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 Joyce B. Johnson Deputy/Assistant - Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

5.00

BK5580PG0610

WAKE COUNTY APR 27 93

[redacted] 139.00 TRAN 44

STATE OF NORTH CAROLINA

Real Estate Excise Tax

PRE[illegible]OR REC[illegible]UN

0527 '93 APR 27 P3:07

KEN[illegible]H C[illegible]KINS REG[illegible]DS WA[illegible]

Excise Tax 139.00

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 0028209

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to SAVAGE AND GODFREY P. O. Box 845 Apex, NC 27502

This instrument was prepared by David R. Godfrey, SAVAGE AND GODFREY

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27th day of April, 19 93, by and between

GRANTOR	GRANTEE
HERBERT A. UNDERWOOD, JR. and wife, MELISSA GAIL JONES	TERRI T. LEITH
	Address: 5012 Stockton Drive 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 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 in the southern line of Stockton Drive, said stake being distant in a western direction as measured along the southern line of Stockton Drive 164.30 feet from the point where Stockton Drive begins to curve into Jefferies Road, said stake also marking the northwestern corner of Lot 84 on map to which reference is hereinafter made; runs thence along the western line of Lot 84 South 05 degrees 22 minutes 00 seconds East 199.62 feet to an existing iron pipe, the southwestern corner of Lot 84; thence South 84 degrees 34 minutes 00 seconds West 97.00 feet to an existing iron pipe; runs thence along a new line through Lot 85 North 05 degrees 22 minutes 00 seconds West 199.75 feet to an existing iron pipe in the southern line of Stockton Drive North 84 degrees 38 minutes 00 seconds East 97.00 feet to the point and place of BEGINNING, and being the greater portion of Lot 85 as shown on map of Roylene Acres Extension as recorded in Book of Maps 1958, Page 105, Wake County Registry, and as shown by survey dated May 7, 1974, by Moore, Gardner and Associates, Inc., entitled "Property of Robert M. Mangum and wife, Raleigh,NC".

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 3041, Page 376, 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:

Subject to standard service and utility easements and rights of way.
Subject to Restrictive Covenants as recorded in Book 1307, Page 256
Book 4620, Page 791, Wake County Registry.
Subject to water and sewer easements as recorded in Book 1535, Page 502,
Book 1771, Page 324, Wake County Registry.
Subject to 1993 Wake County and city of Raleigh ad valorem taxes not yet due and 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 hereunto affixed by authority of its Board of Directors, the day and year first above written.

Herbert A. Underwood Jr. (SEAL)
HERBERT A. UNDERWOOD, JR.

Melissa Gail Jones (SEAL)
MELISSA GAIL JONES

(SEAL)

(SEAL)

(SEAL)

(Corporate Name)

By: .....

.....President

ATTEST:

.....Secretary (Corporate Seal)

Use Black Ink Only

SEAL-STAMP

NORTH CAROLINA, Johnston County.

I, a Notary Public of the County and State aforesaid, certify that Herbert A. Underwood, Jr and wife, Melissa Gail Jones 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 April, 1993

My commission expires: 1-24-96 Sandra N. Sheckells Notary Public

SANDRA N. SHECKELLS NOTARY PUBLIC JOHNSTON COUNTY, N.C.

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 Sandra N. Sheckells

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

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

WAKE COUNTY, NC 159
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/18/2003 AT 11:49:26

BOOK:009916 PAGE:00571 - 00573

Excise Tax - 0 - Recording Time, Book and Page

Tax Lot No. 0023265 (split out) Parcel Identifier No.

Verified by ..... County on the ..... day of ..... , 20.....

by .....

Mail after recording to George N. Hamrick, 7048 Hwy 64 East, Ste. 200
Knightdale, NC 27545

This instrument was prepared by George N. Hamrick

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

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

GRANTOR	GRANTEE
Hampie M. Fralick, Jr. (unmarried)	**Jimmy D. Woodard** and wife, **Susan Joyce Woodard** 5400 Dana Drive Raleigh, NC 27606

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

The designations 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:

BEING all of that certain tract of land containing 0.008 acres, as is shown on map recorded in Book of Maps 2003, Page 115, Wake County Registry.

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

A map showing the above-described property is recorded in Book 2003, Page 115, 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 and in fee simple by the Grantor.

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. Prior liens and encumbrances of record.

2. 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.

Hampie M. Fralick Jr. (SEAL)

Hampie M. Fralick, Jr.

SEAL-STAMP

DONNA W. McLAIRD NOTARY PUBLIC JOHNSTON COUNTY, NC

State of North Carolina, County of Johnston

I, a Notary Public of the County and State aforesaid, certify that ***Hampie M. Fralick, Jr.***, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. ***WITNESS*** my hand and official stamp or seal, this 13th day of February, 2003.

My Commission Expires: 4-13-2003 Donna W McLaird 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.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant - Register of Deeds.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009916 Page : 00571 - 00573

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 Donna W. McLaird

_____

_____

_____

_____

_____ 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: Veronica S Graves DEPUTY
~~Assistant/~~Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
2 # of Pages

BK010779PG01116

WAKE COUNTY, NC 13
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/23/2004 AT 08:42:52

BOOK:010779 PAGE:01116 - 01119

No Revenue

This instrument was prepared by
the Wake County Attorney's Office

Wake County Tax ID#0177138
Wake County Pin #0783.09 05 0299

After recording mail to Grantee

STATE OF NORTH CAROLINA

SHERIFF'S DEED

COUNTY OF WAKE

This Deed, made this 24 day of ~~January~~ MARCH, 2004, by and between Donnie Harrison, Sheriff of Wake County, North Carolina, party of the first part, and the City of Raleigh, party of the second part, whose address is P. O. Box 590, Raleigh, North Carolina, 27602,

WITNESSETH:

That whereas the party of the first part, being duly authorized by an execution issued upon a certain judgment docketed in the office of the Clerk of Superior Court for Wake County in a proceeding entitled "County of Wake and the City of Raleigh, Plaintiff, v. Phoebe Medlin, Defendants," (File #03-M-3076), and after due advertisement in accordance with law, did offer for sale and did sell, at public auction for cash to the highest bidder, at the courthouse door in Wake County, on the 18th day of December, 2003, real property herein described, when and where the County of Wake became the last and highest bidder for the same at the price of $4,485.95; and

Whereas pursuant to a resolution the City of Raleigh adopted a policy whereby in the event there is no bid made at a tax foreclosure sale a bid will be made on behalf of the County and the City of Raleigh and if no upset or increase bids are filed the sale shall be confirmed and a deed ordered to be made to the City alone; and

Whereas more than ten days have elapsed since the report was filed with the Clerk of Superior Court and no increased bid has been filed, and the sale having been confirmed by order of the superior court, and the City of Raleigh, part of the second part, has fully paid the amount of the bid to the party of the first part;

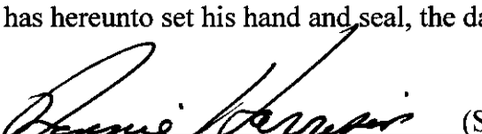
Now, therefore, in consideration of the premises and in further consideration of the sum of four thousand four hundred eighty five and ninety five one-hundredth ($4,485.95) dollars in hand paid to the party of the first part by the party of the second part, receipt of which is hereby fully acknowledged, the party of the first party does hereby give, grant, bargain, sell and convey unto the party of the second part, his or her heirs and assigns, all of that lot, tract, or parcel of real estate in the City of Raleigh, Wake County North Carolina, and being more particularly bounded and described as follows:

> Being a .42 acre portion of Tract 1 that was conveyed to Charles Leroy & Azelene H. Medlin by deed recorded in Deed Book 1132, Page 578, Wake County Registry; Assigned Tax ID#00-0177138; Also known as: Southern Half of Lot 62, Roylene Acres.

This conveyance is subject to ad valorem taxes for the year 2003, the payment of which shall be assumed by the party of the second part.

To have and to hold the above-described premises and all privileges and appurtenance thereunto appertaining, to the party of the second party, his or her heirs and assigns, to their only use and behoof forever free and clear of all encumbrances except all outstanding city and county taxes and all local improvements against the above-described property not included in the judgment in the above-entitled cause in as full and ample manner as the party of the first part is authorized and empowered to convey the same;

In witness whereof, the party of the first part has hereunto set his hand and seal, the day and year first above written.



(Seal)
Donnie Harrison, Sheriff
Wake County, North Carolina

NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public in and for the said County and State, do hereby certify that Donnie Harrison, Sheriff of Wake County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing Deed as his own act and deed.

Witness my hand and official seal, this the 24 day of March, 2004.

Treva B Lewis
Notary Public

My commission expires: 3-11-2006

BOOK:010779 PAGE:01116 - 01119

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

WAKE COUNTY NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate___ of Treva B. Lewis

_____

_____

_____

_____

_____ 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 Dawson DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
4 New Time Stamp
4 # of Pages

22.004–7/11/03

WAKE COUNTY, NC 506
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/04/2004 AT 15:56:42

BOOK:011046 PAGE:00097 - 00101

WAKE COUNTY, NC 914
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/16/2004 AT 16:49:14
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $352
BOOK:010925 PAGE:02621 02624

Prepared by: Richard J. Twomey, Attorney at Law

After Recording, Return To: Grantee

Excise Tax: $352.00

Parcel ID#: 0062957

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed is made as of this 15th day of July, 2004, by and between:

MARY F. COATS WILLIAMS, unmarried.

as GRANTOR,

and

MICHAEL A. THOMPSON, unmarried.

as GRANTEE,

Grantees Address: 5108 Stockton ~~Road~~ Drive
Raleigh, NC 27606

Michael A. Thompson

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

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

SEE ATTACHED EXHIBIT "A"

This document is being re-recorded to correct the property address.

Richard J. Twomey

The property was acquired by Grantor by instrument recorded in **Book 2172, Page 0284, Wake County**.

A map showing the above described property is recorded in **Map Book 1956, Page 0043, Wake County**.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said 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 the title is marketable and free and clear of all encumbrances, and that the 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 herein described is subject to the following exceptions:

Easements, rights-of-way and restrictive covenants affecting the property.
The lien of ad valorem taxes for 2004 and thereafter.

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, the day and year first above written.

Mary F. Coats Williams (SEAL)
MARY F. COATS WILLIAMS

_____ (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that **Mary F. Coats Williams,** Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal or stamp, this the 15th day of July, 2004.

Robert E. Carter
Notary Public
My Commission Expires: March 9, 2008

NOTARY PUBLIC * ROBERT E. CARTER * WAKE COUNTY, N.C.

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before be this day and acknowledged that _ he is _____ Secretary of _____ _____, a North Carolina corporation, and that by the 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 seal or stamp, this the _____ day of _____, 2002.

_____
Notary Public
My Commission Expires: 04-07-07

The foregoing certificate 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

EXHIBIT A

BEGINNING at an iron pipe in the southern line of Stockton Drive, formerly West Lakeside Drive, said stake being distant in an eastern direction 220 feet as measured along the southern line of Stockton Drive, formerly West Lakeside Drive from the point where the southern line of Stockton Drive, formerly West Lakeside Drive, begins to curve into the eastern line of Jeffries Road, said stake also being the northeastern corner of Lot 65 on map to which reference is hereinafter made; runs thence along the southern line of Stockton Drive, formerly West Lakeside Drive, 100.3 feet in an eastern direction as it curves to an iron pipe, the northwestern corner of Lot 63; runs thence along the western line of Lot 63 South 01 degree 42 minutes 04 seconds West 205 feet to an iron pipe, the southwestern corner of Lot 63; runs thence North 88 degrees 00 minutes West 100 feet to an iron pipe, the southeastern corner of Lot 65; runs thence along the eastern line of Lot 65 North 01 degree 42 minutes 04 seconds East 199.84 feet to the point and place of BEGINNING, and being Lot 64 of Roylene Acres, as shown on that plat of survey by Al Prince & Associates for Michael Allen Thompson, dated July 13, 2004, and as recorded in Book of Maps 1956, Page 43, Wake County Registry.

BOOK:010925 PAGE:02621 - 02624

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Please retain with original document and submit for rerecording.

WAKE COUNTY
NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate___ of Robert E Carter

_____

_____

_____

_____

_____ 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: Veronica S Graves DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

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1 # of Pages

22.004–7/11/03

BOOK:011046 PAGE:00097 - 00101

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WAKE COUNTY
NORTH CAROLINA

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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_____5_____ # of Pages

22.004–7/11/03

BK013954PG00342

WAKE COUNTY, NC 386
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/27/2016 AT 14:08:15
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $291
BOOK:013954 PAGE:00342 - 00345

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $291.00
Account No.: 0076567
Parcel Identification No.: 0773858106
Brief Description for Index: GR Pt Lot 135 & Western Pt Lot 136 Roylene Acres
SEND TAX NOTICES AND BILLS TO: GRANTEE
MAIL After Recording To: GRANTEE
This Instrument Prepared By: Michael S. Yopp, Attorney at Law, P.A.

THIS DEED is made as of the date set forth in the notary acknowledgment below, by and between **THOMAS DAVID WHITT AND WIFE, LYDIA WHITT, AND THOMAS DAVID WHITT AS EXECUTOR OF THE ESTATE OF MARY SENTER WHITT (Wake County Estate File #07E862) AND STEVEN SENTER WHITT, UNMARRIED,**

GRANTOR,
whose address is 839 Watson Avenue, Winston Salem, North Carolina 27103,
TO
ERRIKOS MICHAEL ANAGNOSTOPOULOS,
GRANTEE, whose address is 5000 Stockton Drive, Raleigh, North Carolina 27606.

N/A If checked, the property includes the primary residence of at least one of the Grantor; otherwise, note as "N/A" [Pursuant to N.C.G.S. § 105-317.2]

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 granted, bargained, sold and conveyed 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 stake in the southern line of West Lakeside Drive, said stake being distant in a western direction as measured along the southern line of West Lakeside Drive 448.04 feet from the point where West Lakeside Drive begins to curve into the western line of Jeffries Road, said stake also being distant in an eastern direction 9.6 feet from the northwestern corner of Lot 136 on map to which reference is hereinafter made, said stake further being designated as the northwestern corner of the property conveyed to Charles W. Rowan and wife by C. L. Medlin and wife by deed recorded in Book 1378, Page 66, Wake County Registry; runs thence along a new line through Lot 136, the same being the western line of the aforesaid Rowan property, South 14° 8' West 210.44 feet to a stake, the southwestern corner of the aforesaid Rowan property; runs thence South 88° 15' West 14.28 feet to a stake, the southwestern corner of Lot 136; runs thence along the southern line of Lot 135

North 65° 31' West 199.67 feet to a stake, said stake being distant in an eastern direction 17.29 feet from the southeastern corner of Lot 133; runs thence along a new line through Lot 135 North 49° 15' East 242.41 feet to a stake in the southern line of West Lakeside Drive, said stake being distant in an eastern direction 4.80 feet (correct measured distance) from the northeastern corner of Lot 133; runs thence along the southwestern line of West Lakeside Drive along a 110 foot radius curve to the left in a southeastern direction 74.87 feet to the point of BEGINNING, and Being the Greater Portion of Lot 135 and the Western Portion of Lot 136 of Roylene Acres Extension according to map recorded in Book of Maps 1958, Page 105, Wake County Registry, and in accordance with a survey entitled "Property of Thomas W. Whitt" by William Crocker dated December 30, 1959.

The property hereinabove described was acquired by Grantor by Estate File 07E862, Wake County, NC.
A map showing the above described property is recorded in **Book of Maps 1958, Page 105.**
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 person whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:
All valid and subsisting Easements, Restrictions, Covenants, Conditions and Rights-of-Way properly of record, if any, including any amendments or supplements thereto, and current year 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.

Thomas David Whitt (SEAL) Lydia Whitt (SEAL)
THOMAS DAVID WHITT LYDIA WHITT

Thomas David Whitt (SEAL)
Thomas David Whitt, as Executor of the Estate of Mary Senter Whitt, Wake County Estate File #07E862

NORTH CAROLINA, Forsyth **COUNTY.**
I, the undersigned, a Notary Public of the County and State aforesaid, certify that **THOMAS DAVID WHITT and Thomas David Whitt as Executor of the Estate of Mary Senter Whitt, Wake County Estate File #07E862,** Grantor, personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity of Grantor.
Witness my hand and official stamp or seal, this 5/25/10.
My Commission Expires: 11-19-2011

CHRISTY G. BOWMAN
NOTARY PUBLIC
FORSYTH COUNTY
NORTH CAROLINA
SEAL-STAMP

Christy D. Bowman Notary Public \ Notary Public Name Printed: Christy G. Bowman

NORTH CAROLINA, Forsyth **COUNTY.**
I, the undersigned, a Notary Public of the County and State aforesaid, certify that **LYDIA WHITT,** Grantor, personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity of Grantor.
Witness my hand and official stamp or seal, this 5/25/10.
My Commission Expires: 11-19-2011 **SEAL-STAMP**

Christy D. Bowman Notary Public \ Notary Public Name Printed: Christy G. Bowman

CHRISTY G. BOWMAN
NOTARY PUBLIC
FORSYTH COUNTY
NORTH CAROLINA

GRANTOR SIGNATURE PAGE TO DEED CONTINUED

Steven Senter Whitt (SEAL)
STEVEN SENTER WHITT

NORTH CAROLINA, WAKE **COUNTY.**

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **STEVEN SENTER WHITT,** Grantor, personally appeared before me this day, each acknowledging to me that s/he voluntarily signed the foregoing document for the purpose stated therein and in the capacity of Grantor.

Witness my hand and official stamp or seal, this 05/26/10.

My Commission Expires: 10-08-2013 **SEAL-STAMP**

PUBLIC WAKE COUNTY NC MICHAEL S. YOPP NOTARY

Notary Public

Notary Public Name Printed: Michael S. Yopp

BOOK:013954 PAGE:00342 - 00345

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

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_____ # of Pages

22.004-1/20/06

BK014505PG00446

WAKE COUNTY, NC 363
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/20/2011 AT 15:48:00
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: $276
BOOK:014505 PAGE:00446 - 00449

Prepared By: Peter R. Shedor

After Recording Mail To: GRANTEE

Excise Tax $ 276.00

Tax Lot No. 0053488 Parcel Identifier No.

BRIEF PROPERTY DESCRIPTION:
5008 Stockton Drive

GENERAL WARRANTY DEED

THIS DEED made this 20 day of October, 2011, by and between:

GRANTORS:

TRAVIS E. DAWSON
and spouse,
JANICE F. DAWSON

Grantor Address:
1025 Warren Ave.
Cary, NC 27511

The property being conveyed ✓ was ____ was not the principal residence of at least one of the Grantors

GRANTEES:

JEWELS REALTY INVESTMENT, LLC
A North Carolina Limited Liability Co.
Grantee Mailing Address:
112 Redfern Dr.
Cary, NC 27518

Property Address:
5008 Stockton Dr.
Cary, NC 27513

The Grantors for themselves and their heirs or successors and assigns, covenant with the Grantees, their heirs, successors and assigns that they are seized of the following described premises in fee and have the right to convey the same in fee simple, that the same are free from encumbrances except as set forth herein, and that they will warrant and defend the said title to the same against the claims of all persons whomsoever, and do hereby for valuable consideration grant and convey to the Grantees in fee simple TO HAVE AND TO HOLD the following described lot or parcel of land and all privileges and appurtenances thereto belonging. Said lot or parcel of land is situated in Wake County, North Carolina, being more particularly described as follows:

See attached Exhibit A for legal description

This conveyance made subject to any unpaid Ad Valorem taxes for 2011 and subsequent years;
This conveyance made subject to all valid covenants, declarations, easements and rights of way of record.

Grantors acquired their interests in the property by virtue of the deed recorded in Book 2843, Page 304 of the Wake County Registry.

Witness the signatures and seals of the Grantor:

_____ (SEAL)
TRAVIS E. DAWSON

_____ (SEAL)
JANICE F. DAWSON

STATE OF NORTH CAROLINA, COUNTY OF WAKE

(Notary Seal)

I certify that the following person(s) appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: TRAVIS E. DAWSON AND JANICE F. DAWSON

This the 20 day of October, 2011.

_____, Notary Public

My commission expires: 4 13 16

WAKE COUNTY, N.C. NOTARY PUBLIC PETER R. SHEDOR

Exhibit A

Legal Description

BEGINNING at a stake in the southern line of Stockton Drive (formerly West Lakeside Drive), said stake being distant in a western direction as measured along the southern line of Stockton Drive 262 feet from the point where the southern line of Stockton Drive begins to curve into the western line of Jeffries Road, said stake also being distant North 88° 15' East 3 feet from the northwestern corner of Lot 85 on map to which reference is hereinafter made; runs thence along a new line through Lot 85 South 1° 45' East 200 feet to a stake, said stake being distant North 88° 15' East 3 feet from the southwestern corner of Lot 85; runs thence South 88° 15' West 103 feet to a stake, the southeastern corner of Lot 136; runs thence along the eastern line of Lot 136 North 1° 45' West 200 feet to a stake in the southern line of Stockton Drive; runs thence along the southern line of Stockton Drive North 88° 15' East 103 feet to the point of BEGINNING, and being all of Lot 137 and the western 3 feet of lot 85 according to a map of Roylene Acres Extension as recorded in Book of Maps 1958 at page 105, Wake County Registry. See also survey by William Crocker dated June 8, 1967.

BOOK:014505 PAGE:00446 - 00449

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Please retain with original document and submit for rerecording.

WAKE COUNTY
NORTH CAROLINA

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

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4 # of Pages

22.004–8/15/11

WAKE COUNTY, NC
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06-27-2014 AT 10:49:38
STATE OF NC REAL ESTATE
EXCISE TAX: $430.00
BOOK:015702 PAGE:02632 - 02634

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $ 430.00

Parcel Identifier No. 66788 Verified by _____ County on the ____ day of _____, 20__
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Murphy Law PLLC, 7101 Creedmoor Rd. Suite 142, Raleigh, NC 27613

Brief description for the Index: LOT 65, Roylene Acres

THIS DEED made this 27th day of June, 2014 by and between

GRANTOR	GRANTEE
Sandra M. Rossini, unmarried 182 Conner Drive Clayton, NC 27520	Nathan T. Dollar and spouse, Sarah E. Hauser 5104 Stockton Drive Raleigh, NC 27606

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:

See Attached Exhibit A.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 13744 page 2153.

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 1956 page 43.

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

Submitted electronically by Murphy Law, PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

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 Ways of Record if any and 2014 ad valorem taxes.

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: _____

Sandra M. Rossini (SEAL)
Print/Type Name: Sandra M. Rossini

_____ (SEAL)
Print/Type Name: _____

_____ (SEAL)
Print/Type Name: _____

_____ (SEAL)
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 _____ Sandra M. Rossini, 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 27th day of June, 2014.

Suria Faizy-Mureed NOTARY My Comm. Exp. 03-18-2019 PUBLIC Wake County, N.C.

My Commission Expires: March 18, 2019
(Affix Seal)

Suria Faizy-Mureed 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

Exhibit A

BEGINNING at a stake in the southern line of Stockton Drive (formerly West Lakeside Drive), said stake being distant in an eastern direction as measured along the southern line of Stockton Drive (formerly West Lakeside Drive) 120 feet from the point where the southern line of Stockton Drive (formerly West Lakeside Drive) begins to curve into the eastern line of Jeffries Road, said stake also being the northeastern corner of Lot 66 on map to which reference is hereinafter made; runs thence along the southern line of Stockton Drive (formerly West Lakeside Drive) in an eastern direction 100 feet to a stake, the northwestern corner of Lot 64; runs thence along the western line of Lot 64 in a southern direction 200 feet to a stake, the southwestern corner of Lot 64; runs thence in a western direction 100 feet to a stake, the southeastern corner of Lot 66; runs thence along the eastern line of Lot 66 in a northern direction 200 feet to the point of beginning, and being Lot 65 of Roylene Acres, according to map recorded in Book of Maps 1956, Page 43, Wake County Registry, and being all that property conveyed to Grantor in Deed recorded in Book 1287, Page 184, Wake County Registry.