



NH 1A

July 2010

Safe ~~box~~ Deposit box

Gail surveyor's map  
articles of incorp  
& amendment

Not in  
box  
2/14

3 deeds 1972, 1989, 1997

gift of land from Whitfield

Deeds of trust (since ex)

Orange Savings  
CCB

Insurance stuff

Toll Free Reservations: 1-800-2-RAMADA

BOOK 1555 PAGE 535

FILED

25 FEB 1997, at 09:45:58am  
Book 1555, Page 535 - 536  
Betty June Hayes,  
Register of Deeds,  
Orange County, N. C.

No Excise Tax *Joseph W. Marion*

Tax Lot No. 7.16..3A ~~ZZZ~~ Parcel Identifier No. 9891-10-0776  
Verified by 7.16..59 (marion) County on the day of 9891-10-1763 (marion)  
by

Mail after recording to GRANTEE, 4113 Whitfield Rd, Chapel Hill, NC 27514

This instrument was prepared by Joseph W. Marion

Brief description for the Index

## NORTH CAROLINA GENERAL WARRANTY DEED

21st

February

97

THIS DEED made this day of , 19, by and between

GRANTOR

GRANTEE

GLENN S. WHITFIELD  
and wife,  
BETTY SUE DUNCAN WHITFIELD

NEW HOPE IMPROVEMENT  
ASSOCIATION, INC.  
c/o James "Pappy" Spinks

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 , Chapel Hill Township, Orange County, North Carolina and more particularly described as follows:

LYING on the north side of Whitfield Road (SR 1730), near the intersection of Sunrise Road (SR 1732) and BEING all of Lot B, containing .44 acres, more or less, as shown on a plat and survey thereof entitled "PROPERTY OF GLENN S. WHITFIELD AND BETTY WHITFIELD", recorded in the Office of the Orange County Register of Deed in Plat Book 77, Page 1160 reference to which is made for a more particular description of same.

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

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

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

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

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

By: \_\_\_\_\_  
President  
ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

Glenn S. Whitfield (SEAL)  
BETTY SUE DUNCAN WHITFIELD (SEAL)  
(SEAL)  
(SEAL)



NORTH CAROLINA, Orange County.  
I, a Notary Public of the County and State aforesaid, certify that Glenn S. Whitfield and wife, Betty Sue Duncan Whitfield 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 February, 1997.  
My commission expires: 6-2-98 Maria Ann Michael 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 Maria Ann Michael, Notary Public of Alamance County, N. C.

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.  
This 25th day of February, 1997 Betty June Hayes Orange COUNTY  
By \_\_\_\_\_ REGISTER OF DEEDS FOR \_\_\_\_\_  
Deputy/Assistant - Register of Deeds

Note P-1

James Spinks  
Rt. 7 Box 171  
Durham, NC 27707

## DEED OF TRUST NOTE

\$ 25,000.00 ..... Chapel Hill, North Carolina, ..... August 14 ..... 1972 .....

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise(s) to pay to Orange Savings and Loan Association, Chapel Hill, North Carolina, or order, the principal sum of ~~one-half~~ TWENTY-FIVE THOUSAND and 00/100 ..... Dollars (\$ 25,000.00) with interest from date at the rate of seven & one-half  $7\frac{1}{2}$  per centum (  $7\frac{1}{2}$  %) per annum on the unpaid balance until paid. The said principal and interest shall be payable in monthly installments of ~~one-half~~ TWO HUNDRED THIRTY-EIGHT & 91/100 ..... Dollars (\$ 238.91 ...), commencing on the first day of October ..... 19 72 ....., and on the first day of each month thereafter until the principal and interest are fully paid. It is understood and agreed that said installments shall be applied (1) to payment of interest monthly, (2) to the payment of any sums advanced under the terms set forth in the deed of trust for the benefit of the undersigned and (3) the balance to the principal of this note. If any advances are made under the provisions set forth in the deed of trust securing this note, the same shall be added to and become a part of the principal of this note.

The maker of this note shall have the privilege of prepaying the outstanding debt in whole or in part in advance, upon first obtaining the consent of the holder of this note, and in such event the note herein secured shall not be in default so long as the prepayment would reduce the balance due to an amount not greater than that due under the monthly installment schedule through the current monthly installment. Provided, however, that this provision shall not apply where any part of the real estate secured by this note shall have been released from under the deed of trust securing this note in consideration for said advanced payment.

If default be made in the payment of any installment under this note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

All parties to this note, whether principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor, and all defenses on the ground of extension of time for the payment hereof which may be given by the holder of the note to them or either of them or to anyone who has assumed the payment of this note.

This note is secured by a Deed of Trust of even date, registered in ..... Orange ..... County, and is subject to the terms thereof. Given under the hand(s) and seal(s) of each party.

~~Witness~~  
ATTEST: Betty Sue Whitfield  
Secretary

NEW HOPE IMPROVEMENT ASSOCIATION,  
INCORPORATED  
BY: John L. Giles ..... (SEAL)  
President

Orange Federal Savings and Loan Association ..... (SEAL)  
formerly Orange Savings and Loan Association  
**PAID**  
JUN - 1 1987 ..... (SEAL)

ORANGE SAVINGS & LOAN ASSN.  
Chapel Hill, N. C. .... (SEAL)

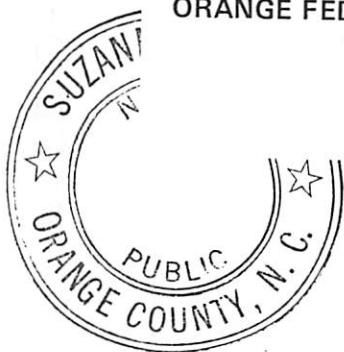
By: Catherine A. Pendergast  
Title: Secretary  
and in the same principal amount as herein stated to  
County of Orange .....

THIS IS TO CERTIFY  
..... Robt  
State of North Carolina

PLEASE CANCEL AND RETURN TO:

Dated this .....

ORANGE FEDERAL SAVINGS & LOAN ASSOCIATION  
101 E. ROSEMARY STREET  
CHAPEL HILL, N. C. 27514



**CANCELLED**  
6-22-1987

BETTY JUNE HAYES  
REGISTER OF DEEDS  
BY: [Signature]

Suzanne N. Giles  
Notary Public  
June 5 ..... 19 75

# DEED OF TRUST

TO

Trustee for  
**ORANGE SAVINGS AND LOAN  
ASSOCIATION**  
Chapel Hill, N. C.

Consideration, \$ .....

Date ....., 19 .....

North Carolina — ..... County

Filed for registration on the .....

day of ....., 19 .....

at ..... o'clock ..... M., and

duly recorded in the office of Register of Deeds of

..... County, N.C. in Mortgage Book

No. .... Page. ...., etc.

Register of Deeds.



**ORANGE SAVINGS AND LOAN ASSOCIATION  
PERMANENT LOAN  
DEED OF TRUST**

Prepared By:  
MIDGETTE & ASSOCIATES  
P. O. Box 108  
Chapel Hill, N. C.

**NORTH CAROLINA  
ORANGE COUNTY**

THIS DEED OF TRUST, made and entered into this the 14th day of August, 1972, by and between NEW HOPE  
IMPROVEMENT ASSOCIATION, INCORPORATED, a North Carolina Corporation

parties of the first part (whether one or more persons), ROBERT B. MIDGETTE, Trustee,  
party of the second part, and Orange Savings And Loan Association, a corporation of Orange County, North Carolina, party of the third part;

**WITNESSETH**, that whereas the said parties of the first part are justly indebted to the said party of the third part for money loaned in the principal  
sum of \$25,000.00, and have executed their note of even date herewith in said sum with interest thereon from date hereof at

the rate set forth in said note payable  
in monthly installments of not less than -----TWO HUNDRED THIRTY-EIGHT and 91/100----- Dollars

(\$ 238.91), on or before the first day of October, 1972, and a like amount on the first day of each month  
thereafter until said principal and interest thereon and all moneys advanced by the Association for the benefit of the undersigned and interest  
thereon are fully paid; it being understood that said installments shall be applied (1) to the payment of interest on said note (2) to the payment  
of any sums advanced under the terms of said note or this deed of trust for the benefit of the party of the first part and not otherwise paid,  
(3) to the principal of said note.

**NOW, THEREFORE**, in consideration of the premises and of the sum of One Dollar to the parties of the first part in hand paid by the said party  
of the second part, the receipt of which is hereby fully acknowledged, and in order to carry out the intention expressed in the premises, the said  
parties of the first part have given, granted, bargained and sold and do by these presents give, grant, bargain, sell, alien, assign and convey unto  
said party of the second part as trustee, and his successors and assigns, all of that certain lot, tract, or parcel of land lying and being in -----  
Chapel Hill Township, County of Orange, and State of North Carolina, bounded and described as follows:

BEGINNING at an iron stake in the Northern margin of the Whitfield Road (State Road No. 1731), which stake is situated at G. S. Whitfield's Southeast corner and J. G. Whitfield's Southwest corner; running thence along the Northern margin of said road South 75° 30' West 45.1 feet to an iron stake and South 72° 03' West 84.9 feet to an iron stake; running thence new lines with G. S. Whitfield North 17° 57' West 290.00 feet to an iron stake and North 84° 15' East 177.6 feet to an iron stake in J. G. Whitfield's line; running thence with J. G. Whitfield South 8° 18' East 46.00 feet to an iron stake in the West line of the road easement hereinafter described; running thence with the West line of said easement South 13° 44' East 209.8 feet to an iron stake in the Northern margin of Whitfield Road (the beginning point of the easement hereinafter described); running thence with the Northern margin of Whitfield Road South 75° 30' West 20.0 feet to the BEGINNING.

There is also conveyed herewith an easement for a roadway to serve the above-described premises described as follows: BEGINNING at an iron stake in the Northern margin of Whitfield Road, the Southeast corner of the above-described premises; running thence with the Northern margin of Whitfield Road North 78° 35' East 60.00 feet to an iron stake; running thence with J. G. Whitfield North 13° 44' West 209.8 feet to an iron stake; and South 78° 35' West 60.00 feet to an iron stake; running thence with the West line of the premises above described South 13° 44' East 209.8 feet to the BEGINNING.

Reference is hereby made to map of "Property of New Hope Improvement Association Volunteer Fire Department," prepared by Hugh B. McFarling, R. L. S., dated April, 1971.

Orange Federal Savings and Loan Association formerly Orange Savings and Loan Association

**CANCELLED**  
6-22 1987  
BETTY JUNE HAYES  
REGISTER OF DEEDS  
BY J.B.H.

**PAID**  
JUN -1 1987  
ORANGE SAVINGS & LOAN ASSN.  
Chapel Hill, N. C.  
Catherine G. Rindgras  
Secretary

together with all heating, plumbing, electrical and air conditioning fixtures and appurtenances thereto, including floor carpeting and all renewals or replacements, now or hereafter attached to or used in connection with said real estate.

**TO HAVE AND TO HOLD** said lot, tract or parcel of land, with all privileges and appurtenances thereon and thereto belonging unto the said party of the second part and his successors and assigns forever in fee simple. And the parties of the first part covenant for themselves and their heirs and assigns that they are seized of said land in fee and have good right to convey the same in fee simple; that the same are free and clear of all encumbrances of any kind and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

The parties of the first part do hereby assign, transfer, and set over to the party of the third part any and all rents and income from said property during the life of this indenture as further security to said debt, and upon any default therein set out the party of the third part shall be entitled to enter into the possession of said property for the purpose of collecting the rents and profits arising therefrom, and is hereby authorized to employ an agent to collect said rents and profits; to pay said agent a reasonable commission out of rents and profits so collected, and is directed to apply the balance upon the debt hereby secured; provided, the party of third part may make such repairs as in its opinion are needed on the property, and first deduct the costs thereof from rents received. This rental assignment shall in no way affect or prejudice the rights of the party of the third part to have this Deed of Trust foreclosed upon breach of its terms and conditions.

IT IS UNDERSTOOD AND AGREED that the parties of the first part shall pay all taxes, or other assessments, which may be levied upon or against said property, within the time prescribed by law, and shall upon demand of the Association pay to it monthly in advance one-twelfth of the estimated taxes, assessments and fire and windstorm insurance premiums for the current year, and shall keep the buildings on said premises insured against loss or damage by fire and windstorm in such amounts and in such insurance company or companies as the Secretary of the Association may require, which policy or policies, shall be payable to said Association, as its interest may appear, and be deposited with the Association to be applied, in case of loss, as far as the same may extend or may be necessary to the satisfaction of this trust; and further, that the said parties of the first part shall keep the property herein conveyed free and clear of any and all encumbrances thereon which by law may have a priority over the lien created by this trust; and further, the parties of the first part agree to pay the premiums promptly when due upon such policy or policies of life insurance carried by them through the Association. And if said parties of the first part shall fail to pay said taxes or other assessments as and when said taxes and assessments shall fall due, or to effect said fire and windstorm insurance and pay the premium thereon, or shall fail to pay the premium on such life insurance policy or policies carried by them through the Association, or to keep said property free and clear of encumbrances, the said Association shall be at liberty to pay said taxes or other assessments or to effect said fire and windstorm insurance and pay the premiums upon such fire and windstorm insurance or life insurance, or to pay off and remove such encumbrances, as the case may be, and the amounts so advanced shall be deemed principal money, bearing interest at the rate set forth in said note, and shall be due and payable on the first day of the next succeeding month.

THE CONDITION OF THIS DEED, HOWEVER, IS SUCH that if the parties of the first part shall pay or cause to be paid the interest and principal secured hereby, to the party of the third part and shall perform all other obligations herein assumed as to the payment of taxes, assessments, insurance premiums, and moneys advanced by the party of third part for the purpose of protecting its security and if the said parties of the first part, their heirs, executors, administrators, or assigns shall perform and fully discharge all covenants and stipulations as herein required, then this conveyance shall be null and void.

If the said parties of the first part or their heirs, executors, administrators, or assigns shall fail or neglect to pay the monthly installments of interest and principal at maturity, as herein provided for at the time, and in the manner set out herein, and any and all other sums which may become due and payable hereunder, and shall fail or neglect to keep faithfully each and all of the other agreements and covenants herein made, or in the event of actual or threatened demolition or injury or waste to the premises which may impair the value of the property herein conveyed, or if a receiver should be appointed for, or a petition in bankruptcy filed by or against the parties of the first part or either of them; then and in any or all of said events the whole of the debt hereby secured shall immediately become due and payable at the option of the party of the third part and upon application of the said party of the third part, its successors and assigns, it shall be lawful for and the duty of the said party of the second part or his successors, and he is hereby authorized and empowered to sell the land and premises hereinbefore described, at public auction to the highest bidder for cash on the premises, or at the Courthouse Door in Hillsborough, . . . . , North Carolina, and shall execute and deliver to the purchaser a good and sufficient deed in fee simple. Before such sale, the same shall be advertised once each week for

four(4) successive weeks in a newspaper published in . . . Orange . . . . . County, and by posting notice of the sale at the Courthouse Door in Hillsborough, . . . . , North Carolina, for thirty(30) days prior to said sale. The party of the second part, or his successor, is hereby authorized and empowered to pay the necessary and reasonable cost and expenses of advertising and making such sale, including a commission of five percent upon the gross proceeds of said sale and pay the balance of the indebtedness secured and interest thereon and all other sums which the party of the third part, its successors and assigns may have paid by virtue of the covenants and agreements herein contained and pay the surplus if any, to the parties of the first part or their legal representatives. In making such sale, the party of the second part may require the successful bidder at any sale to deposit immediately with the party of the second part, cash or certified check in an amount not to exceed twenty-five percent (25%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price. Should foreclosure proceeding instituted hereunder be terminated prior to sale with the consent of party of the third part, party of the first part shall pay a trustee's commission of three percent (3%) of the original amount of the note secured hereby plus the reasonable and necessary costs, including advertising, incurred.

Upon condemnation of the premises or improvements of any part thereof, the entire unpaid balance of the note secured hereby shall, at the option of the party of the third part, at once become due and payable and any amounts paid for such taking shall be paid to the party of the third part and be applied upon the indebtedness hereby secured.

Parties of the first part agree to promptly notify party of the third part of any conveyance of all or any part of the premises and to furnish to party of the third part a copy of the deed of transfer and to cause to be executed whatever documents party of the third part may require and to pay such loan transfer fee if any, that party of the third part may charge.

The party of the first part shall have the privilege of prepaying the outstanding debt in whole or in part in advance, upon first obtaining the consent of the party of the third part, and in such event the note hereby secured shall not be in default so long as the prepayment would reduce the balance due to an amount not greater than that due under the monthly installment schedule through the current monthly installment. Provided, however, that this provision shall not apply where any part of the real estate above secured has been released from under this deed of trust in consideration for said advanced payment.

If the party of third part or the party of the second part voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the property herein conveyed or to protect the lien of this deed of trust, the party of second part and the party of third part shall be saved harmless and shall be reimbursed by the parties of the first part for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any suit or proceeding and the same shall be secured by this deed of trust and its payment enforced as if it were a part of the original debt. All interest, costs, expenses, and advances required to be made to protect the security or to discharge a paramount lien on the property hereinbefore described shall be secured hereby without limitation in respect to the amount thereof, and the amount so advanced shall become a debt due hereunder, and shall bear interest at the rate specified in the note and the moneys so advanced shall be secured by this deed of trust and this deed of trust secures all other covenants and agreements contained in this instrument or in the note hereinbefore referred to.

The party of the third part shall have the right, in its discretion, to advance to, or, for the benefit of the party of the first part, whatever money may be needed for repairs or improvements to the property described herein or for any other purpose approved by party of the third part, so long as said advancements, together with the balance due on this instrument, does not exceed the original indebtedness, as set out herein, and the amount so advanced shall become a debt due hereunder, and shall bear interest at the rate specified in the note, and the moneys so advanced shall be secured by this deed of trust.

If the party of the third part, its successors or assigns shall, for any reason, desire to replace the party of the second part, or any of his successors, as Trustee hereunder, the party of the third part, its successors or assigns shall have the right to remove the said Trustee and appoint his successor by an instrument in writing, duly acknowledged or proved so as to entitle the same to recordation in this State and the new trustee shall thereupon become successor to the title of the said property and the same shall become vested in him in trust for the purpose and uses of these presents, with all the powers, duties and obligations herein conferred on the party of the second part in the same manner and to the same effect as though he were named herein as Trustee.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

ATTEST: *Betty Sue Whitfield* Secretary

NEW HOPE IMPROVEMENT ASSOCIATION, INCORPORATED BY *John L. Rene* President

(SEAL) (SEAL)

(SEAL) (SEAL)

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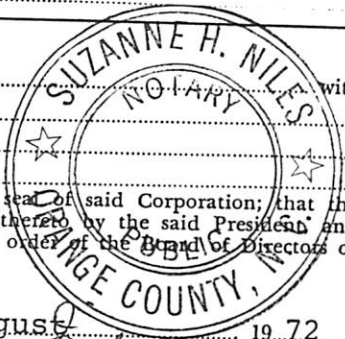
NORTH CAROLINA, ORANGE

County.

This is to certify that on this day personally came before me Betty Sue Whitfield with whom I am personally acquainted, who, being by me duly sworn, says that John L. Kline is the President and that she, said Betty Sue Whitfield is Secretary of NEW HOPE IMPROVEMENT ASSOCIATION, INCORPORATED the Corporation described in and which executed the foregoing instrument; that he knows the common seal of said Corporation; that the seal fixed to said instrument is said common seal, and that the name of the Corporation was subscribed thereto by the said President and that 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 said instrument is the act and deed of said Corporation.

Let said instrument, with this certificate, be registered.

Witness my hand and Notarial seal, this 15th day of August, 1972  
My comm. exp.: 12/5/75



NOTARIAL SEAL HERE

STATE OF NORTH CAROLINA, COUNTY OF

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

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

SIGNATURE  
of NOTARY  
REQUIRED

My commission expires 19

Notary Public

STATE OF NORTH CAROLINA, COUNTY OF Orange

FILED  
BOOK/FIL# 237 PAGE# 541

The foregoing certificate of Suzanne H. Niles, Notary Public, Orange County, N. C., is certified to be correct.

AUG 16 12 22 PM '72

BETTY JUNE HAYES  
REGISTER OF DEEDS  
ORANGE COUNTY, N. C.

This 16th day of August, 1972

Betty June Hayes

Register of Deeds

By: Geraldine H. Weathers Deputy, Register of Deeds

M&P

BOOK 237 PAGE 541



# DEED OF TRUST

TO

Trustee for  
**ORANGE SAVINGS AND LOAN  
ASSOCIATION**  
Chapel Hill, N. C.

Consideration, \$ .....

Date ....., 19 .....

North Carolina — ..... County

Filed for registration on the .....

day of ....., 19 .....

at ..... o'clock ..... M., and

duly recorded in the office of Register of Deeds of

..... County, N.C. in Mortgage Book

No. .... Page. ...., etc.

Register of Deeds.

**ORANGE SAVINGS AND LOAN ASSOCIATION  
PERMANENT LOAN  
DEED OF TRUST**

NORTH CAROLINA  
ORANGE COUNTY

THIS DEED OF TRUST, made and entered into this the 14th day of August, 1972, by and between NEW HOPE IMPROVEMENT ASSOCIATION, INCORPORATED, a North Carolina Corporation

parties of the first part (whether one or more persons), ROBERT B. MIDGETTE, Trustee, party of the second part, and Orange Savings And Loan Association, a corporation of Orange County, North Carolina, party of the third part;

WITNESSETH, that whereas the said parties of the first part are justly indebted to the said party of the third part for money loaned in the principal sum of \$25,000.00, and have executed their note of even date herewith in said sum with interest thereon from date hereof at the rate set forth in said note payable in monthly installments of not less than TWO HUNDRED THIRTY-EIGHT and 91/100 Dollars

(\$ 238.91), on or before the first day of October, 1972, and a like amount on the first day of each month thereafter until said principal and interest thereon and all moneys advanced by the Association for the benefit of the undersigned and interest thereon are fully paid; it being understood that said installments shall be applied (1) to the payment of interest on said note (2) to the payment of any sums advanced under the terms of said note or this deed of trust for the benefit of the party of the first part and not otherwise paid, (3) to the principal of said note.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar to the parties of the first part in hand paid by the said party of the second part, the receipt of which is hereby fully acknowledged, and in order to carry out the intention expressed in the premises, the said parties of the first part have given, granted, bargained and sold and do by these presents give, grant, bargain, sell, alien, assign and convey unto said party of the second part as trustee, and his successors and assigns, all of that certain lot, tract, or parcel of land lying and being in

Chapel Hill Township, County of Orange, and State of North Carolina, bounded and described as follows:

BEGINNING at an iron stake in the Northern margin of the Whitfield Road (State Road No. 1731), which stake is situated at G. S. Whitfield's Southeast corner and J. G. Whitfield's Southwest corner; running thence along the Northern margin of said road South 75° 30' West 45.1 feet to an iron stake and South 72° 03' West 84.9 feet to an iron stake; running thence new lines with G. S. Whitfield North 17° 57' West 290.00 feet to an iron stake and North 84° 15' East 177.6 feet to an iron stake in J. G. Whitfield's line; running thence with J. G. Whitfield South 8° 18' East 46.00 feet to an iron stake in the West line of the road easement hereinafter described; running thence with the West line of said easement South 13° 44' East 209.8 feet to an iron stake in the Northern margin of Whitfield Road (the beginning point of the easement hereinafter described); running thence with the Northern margin of Whitfield Road South 75° 30' West 20.0 feet to the BEGINNING.

There is also conveyed herewith an easement for a roadway to serve the above-described premises described as follows: BEGINNING at an iron stake in the Northern margin of Whitfield Road, the Southeast corner of the above-described premises; running thence with the Northern margin of Whitfield Road North 78° 35' East 60.00 feet to an iron stake; running thence with J. G. Whitfield North 13° 44' West 209.8 feet to an iron stake; and South 78° 35' West 60.00 feet to an iron stake; running thence with the West line of the premises above described South 13° 44' East 209.8 feet to the BEGINNING.

Reference is hereby made to map of "Property of New Hope Improvement Association Volunteer Fire Department," prepared by Hugh B. McFarling, R. L. S., dated April, 1971.

together with all heating, plumbing, electrical and air conditioning fixtures and appurtenances thereto, including floor carpeting and all renewals or replacements, now or hereafter attached to or used in connection with said real estate.

TO HAVE AND TO HOLD said lot, tract or parcel of land, with all privileges and appurtenances thereon and thereto belonging unto the said party of the second part and his successors and assigns forever in fee simple. And the parties of the first part covenant for themselves and their heirs and assigns that they are seized of said land in fee and have good right to convey the same in fee simple; that the same are free and clear of all encumbrances of any kind and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

The parties of the first part do hereby assign, transfer, and set over to the party of the third part any and all rents and income from said property during the life of this indenture as further security to said debt, and upon any default therein set out the party of the third part shall be entitled to enter into the possession of said property for the purpose of collecting the rents and profits arising therefrom, and is hereby authorized to employ an agent to collect said rents and profits; to pay said agent a reasonable commission out of rents and profits so collected, and is directed to apply the balance upon the debt hereby secured; provided, the party of third part may make such repairs as in its opinion are needed on the property, and first deduct the costs thereof from rents received. This rental assignment shall in no way affect or prejudice the rights of the party of the third part to have this Deed of Trust foreclosed upon breach of its terms and conditions.

IT IS UNDERSTOOD AND AGREED that the parties of the first part shall pay all taxes, or other assessments, which may be levied upon or against said property, within the time prescribed by law, and shall upon demand of the Association pay to it monthly in advance one-twelfth of the estimated taxes, assessments and fire and windstorm insurance premiums for the current year, and shall keep the buildings on said premises insured against loss or damage by fire and windstorm in such amounts and in such insurance company or companies as the Secretary of the Association may require, which policy or policies, shall be payable to said Association, as its interest may appear, and be deposited with the Association to be applied, in case of loss, as far as the same may extend or may be necessary to the satisfaction of this trust; and further, that the said parties of the first part shall keep the property herein conveyed free and clear of any and all encumbrances thereon which by law may have a priority over the lien created by this trust; and further, the parties of the first part agree to pay the premiums promptly when due upon such policy or policies of life insurance carried by them through the Association. And if said parties of the first part shall fail to pay said taxes or other assessments as and when said taxes and assessments shall fall due, or to effect said fire and windstorm insurance and pay the premium thereon, or shall fail to pay the premium on such life insurance policy or policies carried by them through the Association, or to keep said property free and clear of encumbrances, the said Association shall be at liberty to pay said taxes or other assessments or to effect said fire and windstorm insurance and pay the premiums upon such fire and windstorm insurance or life insurance, or to pay off and remove such encumbrances, as the case may be, and the amounts so advanced shall be deemed principal money, bearing interest at the rate set forth in said note, and shall be due and payable on the first day of the next succeeding month.

THE CONDITION OF THIS DEED, HOWEVER, IS SUCH that if the parties of the first part shall pay or cause to be paid the interest and principal secured hereby, to the party of the third part and shall perform all other obligations herein assumed as to the payment of taxes, assessments, insurance premiums, and moneys advanced by the party of third part for the purpose of protecting its security and if the said parties of the first part, their heirs, executors, administrators, or assigns shall perform and fully discharge all covenants and stipulations as herein required, then this conveyance shall be null and void.

If the said parties of the first part or their heirs, executors, administrators, or assigns shall fail or neglect to pay the monthly installments of interest and principal at maturity, as herein provided for at the time, and in the manner set out herein, and any and all other sums which may become due and payable hereunder, and shall fail or neglect to keep faithfully each and all of the other agreements and covenants herein made, or in the event of actual or threatened demolition or injury or waste to the premises which may impair the value of the property herein conveyed, or if a receiver should be appointed for, or a petition in bankruptcy filed by or against the parties of the first part or either of them; then and in any or all of said events the whole of the debt hereby secured shall immediately become due and payable at the option of the party of the third part and upon application of the said party of the third part, its successors and assigns, it shall be lawful for and the duty of the said party of the second part or his successors, and he is hereby authorized and empowered to sell the land and premises hereinbefore described, at

public auction to the highest bidder for cash on the premises, or at the Courthouse Door in Hillsborough . . . . , North Carolina, and shall execute and deliver to the purchaser a good and sufficient deed in fee simple. Before such sale, the same shall be advertised once each week for four(4) successive weeks in a newspaper published in . . Orange . . . . . County, and by posting notice of the sale at the Courthouse Door

in Hillsborough . . . . . , North Carolina, for thirty(30) days prior to said sale. The party of the second part, or his successor, is hereby authorized and empowered to pay the necessary and reasonable cost and expenses of advertising and making such sale, including a commission of five percent upon the gross proceeds of said sale and pay the balance of the indebtedness secured and interest thereon and all other sums which the party of the third part, its successors and assigns may have paid by virtue of the covenants and agreements herein contained and pay the surplus if any, to the parties of the first part or their legal representatives. In making such sale, the party of the second part may require the successful bidder at any sale to deposit immediately with the party of the second part, cash or certified check in an amount not to exceed twenty-five percent (25%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price. Should foreclosure proceeding instituted hereunder be terminated prior to sale with the consent of party of the third part, party of the first part shall pay a trustee's commission of three percent (3%) of the original amount of the note secured hereby plus the reasonable and necessary costs, including advertising, incurred.

Upon condemnation of the premises or improvements of any part thereof, the entire unpaid balance of the note secured hereby shall, at the option of the party of the third part, at once become due and payable and any amounts paid for such taking shall be paid to the party of the third part and be applied upon the indebtedness hereby secured.

Parties of the first part agree to promptly notify party of the third part of any conveyance of all or any part of the premises and to furnish to party of the third part a copy of the deed of transfer and to cause to be executed whatever documents party of the third part may require and to pay such loan transfer fee if any, that party of the third part may charge.

The party of the first part shall have the privilege of prepaying the outstanding debt in whole or in part in advance, upon first obtaining the consent of the party of the third part, and in such event the note hereby secured shall not be in default so long as the prepayment would reduce the balance due to an amount not greater than that due under the monthly installment schedule through the current monthly installment. Provided, however, that this provision shall not apply where any part of the real estate above secured has been released from under this deed of trust in consideration for said advanced payment.

If the party of third part or the party of the second part voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the property herein conveyed or to protect the lien of this deed of trust, the party of second part and the party of third part shall be saved harmless and shall be reimbursed by the parties of the first part for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any suit or proceeding and the same shall be secured by this deed of trust and its payment enforced as if it were a part of the original debt. All interest, costs, expenses, and advances required to be made to protect the security or to discharge a paramount lien on the property hereinbefore described shall be secured hereby without limitation in respect to the amount thereof, and the amount so advanced shall become a debt due hereunder, and shall bear interest at the rate specified in the note and the moneys so advanced shall be secured by this deed of trust and this deed of trust secures all other covenants and agreements contained in this instrument or in the note hereinbefore referred to.

The party of the third part shall have the right, in its discretion, to advance to, or, for the benefit of the party of the first part, whatever money may be needed for repairs or improvements to the property described herein or for any other purpose approved by party of the third part, so long as said advancements, together with the balance due on this instrument, does not exceed the original indebtedness, as set out herein, and the amount so advanced shall become a debt due hereunder, and shall bear interest at the rate specified in the note, and the moneys so advanced shall be secured by this deed of trust.

If the party of the third part, its successors or assigns shall, for any reason, desire to replace the party of the second part, or any of his successors, as Trustee hereunder, the party of the third part, its successors or assigns shall have the right to remove the said Trustee and appoint his successor by an instrument in writing, duly acknowledged or proved so as to entitle the same to recordation in this State and the new trustee shall thereupon become successor to the title of the said property and the same shall become vested in him in trust for the purpose and uses of these presents, with all the powers, duties and obligations herein conferred on the party of the second part in the same manner and to the same effect as though he were named herein as Trustee.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

ATTEST: NEW HOPE IMPROVEMENT ASSOCIATION,  
INCORPORATED  
XXXXX  
(SEAL)  
Secretary BY: President

.....(SEAL) .....(SEAL)  
.....(SEAL) .....(SEAL)  
.....(SEAL) .....(SEAL)

NOTARIAL SEAL HERE

STATE OF NORTH CAROLINA, COUNTY OF .....

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

Witness my hand and notarial seal, this the ..... day of ..... 19 .....



My commission expires ..... 19 .....

Notary Public

NOTARIAL SEAL HERE

STATE OF NORTH CAROLINA, COUNTY OF .....

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

Witness my hand and notarial seal, this the ..... day of ..... 19 .....



My commission expires ..... 19 .....

Notary Public

STATE OF NORTH CAROLINA, COUNTY OF .....

The foregoing certificate(s) of ....., Notary Public(s)  
of ..... County, N. C., is certified to be correct.  
Let the said deed and certificate be registered.

This ..... day of ..... 19 .....

Register of Deeds

By: ..... Deputy, Register of Deeds



..... (SEAL)

My Commission Expires: . . . . . , 19 . . . . .

MIDGETTE AND PAGE

ATTORNEYS AND COUNSELLORS AT LAW

SUITE 204

101 EAST ROSEMARY STREET

CHAPEL HILL, N. C. 27514

TELEPHONE 942-4161  
P. O. BOX 598

ROBERT B. MIDGETTE  
ROBERT J. PAGE  
JOSEPH I. MOORE, JR.  
THOMAS D. HIGGINS, III

August 24, 1972

Mr. John L. Kline  
Route #2, Piney Mountain Road  
Chapel Hill, North Carolina 27514

Dear Mr. Kline:

Enclosed is the original deed from John Glenn Whitfield, et al., to the New Hope Improvement Association which has been recorded in Book 237, Page 534, Orange County Registry. Also enclosed are copies of the note and deed of trust from New Hope to Orange Savings and Loan Association.

Sincerely yours,



Robert B. Midgette

RBM:sn

Enclosures

FILED

BOOK/FILE# 237 PAGE# 536

AUG 16 12 21 PM '72

BETTY JUNE HAYES  
REGISTER OF DEEDS  
ORANGE COUNTY, N.C.

## Warranty Deed

FROM

TO

THIS DEED, MADE AND ENTERED INTO THIS THE 14th DAY OF August, 19 72, BY AND BETWEEN JOHN GLENN WHITFIELD and Wife, PAULINE WHITFIELD; and G. S. WHITFIELD and Wife, BETTY SUE D. WHITFIELD

PARTY OF THE FIRST PART AND

NEW HOPE IMPROVEMENT ASSOCIATION, INCORPORATED, a North Carolina Corporation

THAT THE SAID PARTY OF THE FIRST PART, IN CONSIDERATION OF THE SUM OF TEN DOLLARS AND OTHER GOOD, VALUABLE AND SUFFICIENT CONSIDERATIONS, PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, HAS BARGAINED AND SOLD AND BY THESE PRESENTS DOES BARGAIN, SELL AND CONVEY UNTO THE SAID PARTY OF THE SECOND PART AND HIS HEIRS AND

PARTY OF THE SECOND PART. WITNESSETH:

ASSIGNS ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN Chapel Hill

TOWNSHIP ORANGE COUNTY, NORTH CAROLINA, AND

BEGINNING at an iron stake in the Northern margin of the Whitfield Road (State Road No. 1731), which stake is situated at G. S. Whitfield's Southeast corner and J. G. Whitfield's Southwest corner; running thence along the Northern margin of said road South 75° 30' West 45.1 feet to an iron stake and South 72° 03' West 84.9 feet to an iron stake; running thence new lines with G. S. Whitfield North 17° 57' West 290.00 feet to an iron stake and North 84° 15' East 177.6 feet to an iron stake in J. G. Whitfield's line; running thence with J. G. Whitfield South 8° 18' East 46.00 feet to an iron stake in the West line of the road easement hereinafter described; running thence with the West line of said easement South 13° 44' East 209.8 feet to an iron stake in the Northern margin of Whitfield Road (the beginning point of the easement hereinafter described); running thence with the Northern margin of Whitfield Road South 75° 30' West 20.0 feet to the BEGINNING.

There is also conveyed herewith an easement for a roadway to serve the above-described premises described as follows: BEGINNING at an iron stake in the Northern margin of Whitfield Road, the Southeast corner of the above-described premises running thence with the Northern margin of Whitfield Road North 78° 35' East 60.00 feet to an iron stake; running thence with J. G. Whitfield North 13° 44' West 209.8 feet to an iron stake; and South 78° 35' West 60.00 feet to an iron stake; running thence with the West line of the premises above described South 13° 44' East 209.8 feet to the BEGINNING.

Reference is hereby made to map of "Property of New Hope Improvement Association Volunteer Fire Department," prepared by Hugh B. McFarling, R. L. S., dated April, 1971.

THE ABOVE DESCRIBED PROPERTY WAS CONVEYED TO GRANTOR BY DEED RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

This is a deed of gift.

TO HAVE AND TO HOLD THE AFORESAID TRACT OR PARCEL OF LAND AND ALL PRIVILEGES AND APPURTENANCES THEREUNTO BELONGING TO THE SAID PARTY OF THE SECOND PART AND HIS HEIRS AND ASSIGNS IN FEE SIMPLE FOREVER, EXCEPT AS SET FORTH ABOVE, AND THE SAID PARTY OF THE FIRST PART DOES COVENANT THAT HE IS SEIZED OF SAID PREMISES IN FEE SIMPLE AND HAS THE RIGHT TO CONVEY THE SAME IN FEE SIMPLE; THAT THE SAME ARE FREE FROM ENCUMBRANCES EXCEPT AS SET FORTH ABOVE; AND THAT HE WILL WARRANT AND DEFEND THE SAID TITLE TO THE SAME AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER. WHEREVER USED HEREIN, THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL THE SINGULAR, AND THE USE OF ANY GENDER SHALL BE APPLICABLE TO ALL GENDERS, AS THE CONTEXT MAY INDICATE.

IN TESTIMONY WHEREOF THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

*John Glenn Whitfield*  
John Glenn Whitfield (SEAL)  
*Pauline Whitfield*  
Pauline Whitfield (SEAL)

*G. S. Whitfield*  
G. S. Whitfield (SEAL)  
*Betty Sue D. Whitfield*  
Betty Sue D. Whitfield (SEAL)

STATE OF NORTH CAROLINA COUNTY OF ORANGE

i. Suzanne H. Niles

A NOTARY PUBLIC OF SAID COUNTY, DO HEREBY CERTIFY THAT JOHN GLENN WHITFIELD and Wife, PAULINE WHITFIELD; and G. S. WHITFIELD and Wife, BETTY SUE D. WHITFIELD

GRANTOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING DEED.

WITNESS MY HAND AND NOTARIAL SEAL, THIS THE 15th DAY OF AUGUST, 19 72

MY COMMISSION EXPIRES: Dec. 5, 1975

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

A NOTARY PUBLIC OF SAID COUNTY, DO HEREBY CERTIFY THAT

GRANTOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING DEED.

WITNESS MY HAND AND NOTARIAL SEAL, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

STATE OF NORTH CAROLINA—COUNTY OF ORANGE

THE FOREGOING CERTIFICATE (X) OF Suzanne H. Niles

A NOTARY (OR NOTARIES) PUBLIC OF THE DESIGNATED GOVERNMENTAL UNIT IS (ARE) CERTIFIED TO BE CORRECT.

FILED FOR REGISTRATION ON THE 16th DAY OF August

19 72, AT 12:21 O'CLOCK P M.

AND DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF THIS COUNTY IN BOOK OF RECORDS NO. 237

PAGE 534

BETTY JUNE HAYES, REGISTER OF DEEDS

BY: *Geraldine H. Weathers*

XXX/DEPUTY

RETURN TO: M & P

BOOK 237 PAGE 534



NORTHEN, BLUE, LITTLE, ROOKS, THIBAUT & ANDERSON

ATTORNEYS AT LAW

POST OFFICE BOX 2208

CHAPEL HILL, NORTH CAROLINA 27515-2208

JOHN A. NORTHEN  
J. WILLIAM BLUE, JR.  
J. ANDERSON LITTLE  
DAVID M. ROOKS, III  
CHARLES H. THIBAUT  
CHARLES T.L. ANDERSON  
JO ANN RAGAZZO WOODS  
WILLIAM R. BURTON  
CAROL J. HOLCOMB

100 EUROPA DRIVE  
SUITE 550  
AREA CODE 919  
968-4441  
682-0112  
FACSIMILE  
942-6603

November 1, 1989

Ms. Betty Sue Whitfield  
3922 Whitfield Road  
Chapel Hill, NC 27514

Re: 0.33 acres according to plat entitled Whitfield Property  
New Hope Improvement Association, Inc.

Dear Ms. Whitfield:

Enclosed, please find the North Carolina General Warranty Deed  
for the above referenced property. If you should have any  
questions, please contact John Northen.

Sincerely,

NORTHEN, BLUE, LITTLE, ROOKS  
THIBAUT & ANDERSON

  
Susan K. Seagroves

ss

Enclosure

BOOK 819 PAGE 80

FILED  
BOOK ~~XXXX~~ 819 PAGE 80

OCT 16 1 38 PM '89

BETTY JUNE JAMES  
REGISTER OF DEEDS  
ORANGE COUNTY, N.C.

Excise Tax *None, No Money Involved*

Recording Time, Book and Page

Tax Lot No. *7.16..3 ZEE* Parcel Identifier No. *9891-10-3709*  
Verified by *MERGED PIN 9891-10-2716* County on the *7.16..59* day of *19*  
by

Mail after recording to *JOHN A. WATTEN*

This instrument was prepared by *Robert Maggiolo, Attorney at Law*

Brief description for the Index

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this *12* day of *October*, 1989, by and between

GRANTOR

GRANTEE

BETTY SUE WHITFIELD AND HUSBAND,  
GLENN S. WHITFIELD AND  
PAULINE H. WHITFIELD AND HUSBAND,  
JOHN GLENN WHITFIELD

NEW HOPE IMPROVEMENT ASSOCIATION, Inc.  
*Rt 8, Whitfield Road*  
*Chapel Hill NC 27514*

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 *Chapel Hill* Township, *Orange* County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

RECEIVED  
1989 OCT 16 PM 12:17  
ORANGE CO. LAND RECORDS

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.

-----  
(Corporate Name)

By: -----

-----  
President

ATTEST:

-----  
Secretary (Corporate Seal)

USE BLACK INK ONLY

*Betty Sue Whitfield* (SEAL)  
Betty Sue Whitfield

*Glenn S. Whitfield* (SEAL)  
Glenn S. Whitfield

*Pauline H. Whitfield* (SEAL)  
Pauline H. Whitfield

*John Glenn Whitfield* (SEAL)  
John Glenn Whitfield

NORTH CAROLINA, ORANGE County.

I, a Notary Public of the County and State aforesaid, certify that Betty Sue Whitfield, Glenn S. Whitfield, Pauline H. Whitfield AND John Glenn Whitfield Grantor,

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 October, 1989.

My commission expires: 4/23/94 Linda H. Pennington 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 -----

Linda H. Pennington, Notary Public of Orange County, N. C. is

XXXXX 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.

This 16th day of October, 1989.

Betty June Hayes

Orange

REGISTER OF DEEDS FOR ----- COUNTY

By Brian B. Norner Deputy/Assistant - Register of Deeds

BOOK 819 PAGE 82  
EXHIBIT

BEING all the certain tract or parcel of land located in Chapel Hill Township, Orange County, North Carolina on the North side of Whitfield Road (SR 1730), and BEGINNING at an iron in the northern margin of said road, the Southeast corner of the property conveyed to the New Hope Improvement Association, Inc. by deed recorded in Book 237, at Page 534, Orange County Registry, and running thence along and with line of said tract North 13 degrees, 35 minutes, 41 seconds West, 209.23 feet to a stake; running thence North 78 degrees, 43 minutes, 20 seconds East, 60.00 feet to a stake; running thence South 13 degrees, 23 minutes, 06 seconds East, 238.98 feet to a point in the centerline of Whitfield Road; running thence along and with the centerline of Whitfield Road in a westerly direction along a curve to the left having a radius of 1206.32 feet a distance of 59.12 feet to a point; running thence North 13 degrees, 35 minutes, 41 seconds West, 30.00 feet to a stake, the point and place of BEGINNING, containing 0.33 acres, more or less, according to Plat entitled Whitfield Property, dated October 9, 1989, prepared by ENT Land Surveys, Inc., to which plat references hereby made for a more particular description.

The subscribed tract is to be merged with grantee's adjacent property.