

ful right to convey the same in fee simple; that the same are free and clear from any and all encumbrances, and that they do hereby warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

INT. REV. \$.55.

NANNIE H. HUNTER (SEAL)

STATE OF PENNSYLVANIA,
COUNTY OF MONTGOMERY.

I, Ercelle G. Byrd, a notary public in and for the above named State and County, do hereby certify that this day personally appeared before me Nannie H. Hunter, widow, who acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

Witness my hand and notarial seal, this 31st day of July, 1946.

ERCELLE G. BYRD
NOTARY PUBLIC.

(NOTARIAL SEAL) My commission expires at end of next Session of Senate.

STATE OF NORTH CAROLINA, WAKE COUNTY.

The foregoing certificate of Ercelle G. Byrd, a notary public of Montgomery County, State of Pennsylvania is adjudged to be correct. Let the instrument with the certificates, be registered.

WITNESS my hand this the 20th day of August, 1946.

HELEN CONYERS
Deputy C.S.C.

Filed for registration at 1:40 o'clock P.M., August 20, 1946 and registered in the Office of the Register of Deeds for Wake County, North Carolina, in Book 947, page 565, September 25th, 1946.

HUNTER ELLINGTON, Register of Deeds,
By Gas. A. Rowland Deputy.

.....

.....
:: " D E E D " ::
:: CYRUS THOMPSON AND WIFE, ANNIE MCE., AND L. S. BRASSFIELD, TRUSTEE ::
:: TO ::
:: MILLARD P. BURT AND WIFE, BEULAH A. ::
.....

THIS DEED OF CONVEYANCE,
made this, the 6th day of July,
A.D. 1946, by and between
Cyrus Thompson and wife, Annie
McE. Thompson, of Wake County,
North Carolina, and Wake

County, a political subdivision of the State of North Carolina, and L. S. Brassfield,

trustee, parties of the first part to Millard P. Burt and wife, Beulah A. Burt, of Wake County, State of North Carolina, parties of the second part:

WITNESSETH: That the said parties of the first part, in consideration of one hundred (\$100.00) dollars, and other good and valuable considerations to them paid by the parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to the said parties of the second part, their heirs and assigns, a certain tract or parcel of land in Wake County, North Carolina, bounded and described as follows:

BEGINNING at a stake in the western line of an un-named road, said stake being north 86 degrees west 1002.2 feet from Kent Road and said beginning point being in George W. McAllister's south line; runs thence with George W. McAllister's south line 86 degrees 0 minutes west 239.2 feet to a stake, in George W. McAllister's line; thence south 4 degrees west 438.6 feet to a point in the center of the right-of-way of the Carolina Power and Light Company; thence north 62 degrees east 281.5 feet to a stake in the western line of said un-named road or street; thence north 4 degrees east 290 feet to the point of beginning, containing 2 acres, according to a survey and plat made by J. L. Nicholson May 1, 1946.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land, and all privileges and appurtenances thereto belonging, to the said Millard P. Burt and wife, Beulah A. Burt, their heirs and assigns, to their only use and behoof forever.

Wake County and L. S. Brassfield, Trustee, join in this conveyance for the purpose of releasing the above described lot or parcel of land from the operation of the lien of a deed of trust, bearing date April 25, 1940, and recorded in the Office of the Register of Deeds for Wake County, North Carolina, in Book 838, Page 177, and for no other purpose.

The said Cyrus Thompson and wife, Annie McE. Thompson, for themselves and their heirs, executors and administrators covenant with the said Millard P. Burt, and wife, Beulah A. Burt, their heirs and assigns, that they are seized of said premises in fee simple; that the same are free from all encumbrances, and they do hereby forever warrant and will defend the said title to the same against the claims of all persons whomsoever, subject to the right of way and easement of the Carolina Power and Light Company.

As a part of the consideration of the execution of this deed, the parties of the second part, by acceptance of this deed, agree for themselves, their heirs and assigns, as follows:

1. That the premises hereby conveyed shall not be occupied by negroes, except domestic servants employed by occupants of a dwelling situated on said premises.
2. That no building, other than a residence, shall be situated upon said premises, except garages and other outhouses, used solely for domestic purposes.
3. That any dwelling erected on the foregoing land shall contain at least 850 square feet of inside floor space, if the same is a one story structure or at least 1200 square feet, if it be more than one story; and that the cost of con-

structing said residence be not less than \$5,000.00, except this does not apply to a structure for combination use as garage and living quarters situated not nearer than 100 feet from front property line.

4. That no portion of any structure, situated on said premises, shall be nearer than 60 feet from the front line of the lot or nearer than 10 feet from the side line of said premises.

5. That the foregoing land shall not be subdivided in such a manner that one building lot shall contain less than 10,000.00 square feet or that one building lot shall have a frontage less than 100 feet.

6. That these covenants shall run with the land; that said covenants, except the first, shall expire January 1, 1965; and that the first covenant shall continue in force permanently.

IN TESTIMONY WHEREOF, the said Cyrus Thompson and wife, Annie McE. Thompson, and L. S. Brassfield have hereunto set their hands and seals, the day and year first above written, and Wake County has caused this instrument to be executed in its name by John P. Swain, Chairman of its Board of County Commissioners, and attested by Hunter Ellington, Secretary to said Board, and its seal hereto affixed, all by order of the Board of County Commissioners of Wake County, all on the day and year first above written.

INT. REV. \$2.20.

CYRUS THOMPSON (SEAL)

ANNIE MCE. THOMPSON (SEAL)

L. S. BRASSFIELD, TRUSTEE (SEAL)

WAKE COUNTY,

BY: JNO. P. SWAIN
Chairman of the Board of County Commissioners of Wake County.

(CORPORATE SEAL)

ATTESTED:

HUNTER ELLINGTON,
Clerk to the Board of County Commissioners of Wake County.

NORTH CAROLINA)

WAKE COUNTY.)

I, Henry A. Bland, a notary public do hereby certify that Cyrus Thompson and wife, Annie McE. Thompson, personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance.

Witness my hand and notarial seal, this the 6th day of July, 1946.

HENRY A. BLAND
NOTARY PUBLIC.

(NOTARIAL SEAL) My commission expires July 1, 1947.

NORTH CAROLINA,

WAKE COUNTY.

I, Dixie J. Abell, a notary public, do hereby certify that L. S. Brassfield, Trustee, personally appeared before me this day, and acknowledged the due execution of the annexed deed of conveyance.

Witness my hand and notarial seal, this the 20th day of August, 1946.

DIXIE J. ABELL
NOTARY PUBLIC.

(NOTARIAL SEAL) My commission expires June 20, 1948.

NORTH CAROLINA)

WAKE COUNTY.)

On this, the 21st day of Aug. 1946, personally came before me, H. A.

Correll, a Justice of the Peace of Wake County, North Carolina, Hunter Ellington, who is personally known to me and who, being by me first duly sworn, says that he is personally acquainted with John P. Swain, and that the said John P. Swain is Chairman of the Board of County Commissioners of Wake County, and that he, the said Hunter Ellington, is Clerk to said Board of County Commissioners of Wake County, and that he knows the common seal of Wake County, and that he saw the said John P. Swain, Chairman of the Board of County Commissioners of Wake County as aforesaid, sign the foregoing instrument and he, the said Hunter Ellington, signed his name thereto in attestation thereof, and affixed the said common seal of Wake County thereto.

Witness my hand and private seal.

H. A. CORRELL, J.P. (SEAL)
Justice of the Peace

STATE OF NORTH CAROLINA, WAKE COUNTY.

The foregoing certificates of Henry A. Bland, and Dixie J. Abell, notaries public of Wake County, State of North Carolina and H. A. Correll, a Justice of the Peace of Wake County, State of North Carolina are adjudged to be correct. Let the instrument with the certificates, be registered.

Witness my hand this the 21st day of August, 1946.

SARA ALLEN
Asst. C.S.C

Filed for registration at 3 o'clock P.M., Aug. 21, 1946 and registered in the office of the Register of Deeds of Wake County, North Carolina, in Book 947, page 566, September 26th, 1946.

HUNTER ELLINGTON, Register of Deeds,
By Jas. A. Rowland Deputy.

.....

.....
 :: " D E E D " ::
 :: ALL COVER INSURANCE AGENCY, INC. ::
 :: TO ::
 :: BELLEVUE TERRACE, INC. ::

NORTH CAROLINA)
WAKE COUNTY)

THIS DEED, Made this 20th day of August, 1946, by All Cover Insurance Agency, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office in the City of Raleigh, Wake County, North Carolina, party of the first part, to Bellevue

Terrace, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of Delaware, domesticated in the State of North Carolina and