

AGREEMENT
GREATER RALEIGH LAND CO.
TO
BOYLAN HEIGHTS IMPROVEMENT ASSO

NORTH CAROLINA WAKE COUNTY.

THIS DEED, Made this 22 day of April, 1915, by and between Greater Raleigh Land Company, a North Carolina corporation, party of the first part, and Boylan Heights Improvement Association, Inc., a North Carolina Corporation, party of the second part.

WITNESSETH: That Whereas, Greater Raleigh Land Company has reserved the hereinafter described property, consisting of two certain Parks in Boylan Heights, for the benefit of all purchasers and owners of real estate in said Boylan Heights, and whereas, said property owners have the equitable or beneficial interest in and to said Parks.

AND WHEREAS, Greater Raleigh Land Company has sold and disposed of all its real estate holdings situate in Boylan Heights, save and except the two certain parcels of land designated as Parks, and whereas, Greater Raleigh Land Company is desirous of becoming dissolved as a Corporation, but before such action is taken desires to convey its title in and to said parcels of land to the party of the second part as trustee for all and every the persons at this time owning, or who may hereafter own, real estate in Boylan Heights.

AND WHEREAS, Boylan Heights Improvement Association, Inc., represents a large number, but not all of said property, owners,

AND WHEREAS said Boylan Heights Improvement Association, Inc., is desirous of taking a legal title to the property hereinafter described as trustee for all and every of the persons now owning, or who may hereafter own, real estate in said Boylan Heights; and has agreed to retain title to the use and benefit of said owners and pay all assessments for all Street and other improvements made against said property and also all taxes levied by the State, County or City against the same.

NOW THEREFORE, In consideration of the premises and the further consideration of the sum of Ten Dollars (\$10.00) to the party of the first part paid by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold, and by these presents does grant, bargain, sell and convey to said party of the second part, its successors and assigns, the following tracts or parcels of land in the City of Raleigh, County of Wake and State of North Carolina.

1st Tract: Beginning at the Southeast intersection of Cabarrus Street and Boylan Avenue; runs thence Eastwardly along the South side of Cabarrus Street on a curve about 502 feet to an iron stake; the Old Boylan Line; runs thence Southwestwardly along said line about 410 feet to Lenoir Street; thence Westwardly along the North side of Lenoir Street about 305 feet to Boylan Avenue; thence Northwardly along the East side of Boylan Avenue about 340 feet to the point of beginning.

2nd Tract. A triangle shape piece of land where Boylan Avenue and Kinsey Street intersects, said piece of land fronting on Boylan Avenue about 87 feet and fronting on Kinsey Street about 62 feet and fronts on Kinsey Street and Boylan Avenue about 75 feet. Both parcels of land being shown by plat of the Boylan Heights made by Kelsey and Guild which map is registered in book of maps 1885 page 114 of Wake County.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land to the said Boylan Heights Improvement Association, Inc. its successors and assigns, to its only use and behoof in fee simple forever.

AND THE SAID GREATER RALEIGH LAND COMPANY, for itself its successors and assigns, covenants with said Boylan Heights Improvement Association, Inc., its successors and assigns, that it is seized of said premises in fee and has a right to convey in fee simple.

BOYLAN HEIGHTS IMPROVEMENT ASSOCIATION, Inc., joins in this Deed for the purpose of accepting the legal title to the said property as trustee for all and every the persons at this time owning, or who may hereafter own, real Estate in Boylan Heights.

And it is hereby agrees to retain title for the use and benefit of all of said owners and pay all assessments for all Street and other improvements made against said property and also pay all taxes levied by the State, County or City against the same.

IN WITNESS WHEREOF, the said Greater Raleigh Land Company and the said Boylan Heights Improvement Association, Inc. have hereunto caused these presents to be signed in their names by their proper officers, and their corporate seal to be hereto affixed, all by order of their respective Board of Directors, this the day and year first above written.

(CORPORATE SEAL)

Attest J. D. Turner Sec.

(CORPORATE SEAL)

Attest J. A. Scott Secretary.

GREATER RALEIGH LAND COMPANY

By F. K. Ellington Pt.

BOYLAN HEIGHTS IMPROVEMENT ASS., INC.,

NORTH CAROLINA WAKE COUNTY.

On this 22 day of April, A. D. 1915, personally came before me, T. H. Dorch Notary Public, in and for the county of Wake, State of North Carolina, J. A. Scott Secretary of the Boylan Heights Improvement Association, Inc. who being by me duly sworn says that he knows the common seal of the Boylan Heights Improvement Association Inc. and is acquainted with F. M. Jolly, who is President of the said Boylan Heights Improvement Association Inc., and that he, the said J. A. Scott Secretary of the said Boylan Heights Improvement Association Inc. and saw the said F. M. Jolly President as aforesaid, affix said seal to the foregoing instrument, and also saw him, the said F. M. Jolly President sign the said instrument, and that he, the said J. A. Scott, became a Subscribing witness to and attest the said instrument in the presence of said F. M. Jolly President aforesaid.

Witness my hand and Notarial seal this the day and year first above written.

(NOTARIAL SEAL)

T. H. DORTCH Notary Public.

My Commission Expires Feb. 9, 1916.

NORTH CAROLINA WAKE COUNTY.

On this 22 day of April, A. D. 1915, personally came before me T. H. Dorch Notary Public, in and for the county of Wake, State of North Carolina, Secretary of the Greater Raleigh Land Company, who being by me duly sworn says that he knows the common seal of the Greater Raleigh Land Company, and is acquainted with F. K. Ellington, who is President of the said Greater Raleigh Land Company, and that he, the said J. D. Turner Secretary of the said Greater Raleigh Land Company, and saw the said F. K. Ellington President as aforesaid, affix said seal to the foregoing instrument, and also saw him, the said F. K. Ellington President sign the said instrument, and that he, the said J. D. Turner, became a Subscribing witness to and attested the said instrument in the presence of said F. K. Ellington President aforesaid.

Witness my hand and Notarial seal this the day and year first above written.

(NOTARIAL SEAL)

T. H. DORTCH Notary Public.

My Commission Expires Feb. 9, 1916.

STATE OF NORTH CAROLINA Wake County.

The foregoing certificates of T. H. Dortch, a Notary Public of Wake County is adjudged to be correct. Let the instrument, with the certificates, be registered.

WITNESS my hand this the 18th day of May 1915.

MILLARD MIAL Clerk Superior Court.

Filed for registration at 5 o'clock P. M., May 18, 1915, and registered in the office of the Register of Deeds for Wake County, in Book 301, page 1, this May 28, 1915.

Frank J. Wood
Register of Deeds.
J. L. Root, Deputy

DEED
CHAS. B. WILKERSON
TO
CLAUDE HERNDON

North Carolina Wake County

This deed made this 14th day of January 1914, by C. B. Wilkerson owner of mortgage and assignee of mortgagee, of the County of Wake and state of North Carolina, party of the first part, to Claude Herndon of said county and state,

party of the second part,

WITNESSETH: That whereas J. H. Fuller, did on the 9th day of March 1912 to secure money borrowed from Andrew J. Martin, make and execute to said Andrew J. Martin, a certain note, secured by Deed of Mortgage conveying that tract or parcel of land hereinafter described and conveyed, recorded in book 262 at page 575, in the office of the Register of Deeds for Wake County, and thereafter the said Andrew J. Martin for full value received did duly transfer and assign the said note and mortgage and by deed to the said party of the first part conveyed the same to the said party of the first part which deed is recorded in book _____, page _____ in the office of the Register of Deeds for Wake county; and

Whereas there was default in the payment of the said indebtedness secured by said mortgage, and whereas it was provided in said Deed of Mortgage that in the event of such default it should be lawful for the said mortgagee or his assigns, to sell said lands and premises to the highest bidder for cash at the courthouse door in Wake county, first advertising the same for thirty days in some newspaper published in Wake county and by posting a notice at some conspicuous place at the courthouse door and three other public places in said Wake county for thirty days immediately preceding the sale; and

Whereas the said J. H. Fuller being then deceased at the request of the heirs-at-law of said J. H. Fuller, deceased, as evidenced by a certain Instrument of Writing which is duly recorded in the office of the Register of Deeds, it being their opinion that a sale of said lands on the premises would be to the advantage of the estate of the said J. H. Fuller, deceased, the said party of the first part after due advertisement in the Apex Journal, a newspaper published in said Wake County and by notices posted at the courthouse door and three other public places in said Wake county and on the premises did, at twelve o'clock noon on the 23rd day of December, 1914, on the premises aforesaid, expose the said lands for sale at public outcry to the highest bidder for the sum of \$2400; and

Whereas the said Claude Herndon has paid to the party of the first part the aforesaid sum of \$2400, being the amount of the purchase price thereof:

Now, therefore, these presents witness that the said party of the first part in pursuance of the power and authority in him vested by the aforesaid deeds and conveyances and in consideration of the payment to him of the purchase price aforesaid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby bargain, sell and convey to the said party of the second part and his heirs and assigns that certain tract or parcel of land lying and being in Wake county, said state, in White Oak township, adjoining the lands of (formerly) F. G. Mooring, A. J. Barker, Hilliard Jones and others known as the Rufus Upchurch place bounded and described as follows:

Beginning at a stake in F. G. Mooring's line, running thence West 110 poles to a stake in Seth Broadwell's line, thence North 78 1/2 poles to a stake in Seth Broadwell's line, thence East 130 poles to a stake, A. J. Barker's line, thence South 24 poles to a stake, thence West 20 poles to a stake, thence South 54 1/2 poles to a stake, the beginning, containing 56 acres, more or less, and being the same land conveyed to J. H. Fuller, and William Ferrell by J. R. Williams and others by deed recorded in book 229, page 219 the interest of William Ferrell in the same being conveyed to J. H. Fuller by deed recorded in book 229, page 320 in the office of the Register of Deeds for Wake county, the said land being the place whereon J. H. Fuller lately lived.

TO HAVE AND TO HOLD the aforesaid lands and premises, together with all rights, privileges and appurtenances thereunto belonging, unto the said party of the second part and his heirs and assigns forever, as fully and absolutely as the said party of the first part can, by virtue of the powers and authorities in him by aforesaid deeds and conveyances vested, convey the same.

IN WITNESS WHEREOF the said party of the first part do hereto subscribe his name and affix his seal this the day and year first above written.

Witness: J. L. Crowder

CHAS. B. WILKERSON,
Assignee of Mortgagee.

North Carolina Wake County.

I, J. L. Crowder, a Notary Public of Wake county, do hereby certify that Dr. C. B. Wilkerson, Assignee of Mortgagee, personally appeared before me this day and acknowledged the due execution of the aforesaid Instrument of Writing for the purposes therein expressed.

Witness my hand and notarial seal this the 17th day of April, 1915.
(NOTARIAL SEAL)

J. L. CROWDER, Notary Public.

My Commission Expires January 21st, 1916.

North Carolina Wake County.

The foregoing certificate of J. L. Crowder, a Notary Public of Wake county, North Carolina, is adjudged to be correct. Let the instrument, with the certificate, be registered.

Witness my hand this 22nd day of May, 1915.

MILLARD MIAL Clerk of the Superior Court.

Filed for registration at 5 o'clock P. M., May 22, 1915, and registered in the office of the Register of Deeds for Wake County, in Book 301, page 2, this May 28, 1915.

Frank J. Wood
Register of Deeds.
J. L. Root, Deputy