

..... D E E D.
 :: Greater Raleigh Land Company, ::
 :: NORTH CAROLINA,) ::
 :: TO Wake County,) ::
 :: T H I S D E E D, made this
 :: A. I. Kaplan. :: 15th day of July, 1909 by the Greater Raleigh
 :: Land Company, a corporation duly created and
 :: existing under the laws of the State of North

Carolina and John T. Pullen, Trustee, Parties of the first part, to A. I. Kaplan, of Wake County, North Carolina, party of the second part:

W I T N E S S E T H: That the parties of the first part for and in consideration of the sum of Nine Hundred (\$900.00) Dollars, to them in hand paid by the party of the second part, receipt of which is hereby acknowledged, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, a certain lot or parcel of land lying and situate within the corporate limits of Raleigh, Wake County, North Carolina, being Lot No. 72, as described and contained in a certain map of "Boylan Heights," made by Kelsey & Guild, which map is recorded in Book of Maps 1885, page 114, of Wake County, in the office of the Register of Deeds of said County, and the lot being more particularly described as follows:

BEGINNING at a stake on the west side of Boylan Avenue, 192 feet South of the Southwest corner of the intersection of Mountford street and Boylan Avenue, runs thence in a Westerly direction 155.5 feet to an alley; thence along said alley in a slight curve in a Southerly direction 79 feet to a stake; thence in an Easterly direction 151.4 feet to Boylan Avenue; thence in a Northeasterly direction in a slight curve along the West side of Boylan Avenue 75 feet to the beginning, *together with the right of ingress and egress through said alley.*

And it is stipulated by the party of the second part, his heirs and assigns as a part of the consideration, and as an inducement to the execution of this deed by the parties of the first part, as follows:

- 1st. That no dwelling-house shall be constructed or maintained on the premises of a less value than \$3000.
- 2nd. That no building, other than residences, except barns, stables, or out-buildings used for domestic purposes solely, shall be built on said land, unless by written consent given by the Greater Raleigh Land Company.
- 3rd. That no part of any structure built upon the premises shall be nearer the front line thereof than 20 feet.
- 4th. That when any dwelling house is built upon the premises, it shall be connected, at the expense of the owner, with the common sewer.
- 5th. That no pigs or hogs shall be kept upon the premises in any manner whatsoever.
- 6th. That the premises shall not be occupied by negroes or persons of mixed or negro blood; provided, that this shall not be construed to prevent the living upon the premises of any negro servant, whose time is employed for domestic purposes by the occupants of the dwelling-houses.

7th. All covenants binding upon the party of the second part, except the sixth covenant, concerning the occupation by negroes, shall conclude and expire Jan. 1st, 1920, and that all covenants on the part of the party of the second part shall be covenants running with the land. All agreements shall bind the heirs, executors, administrators, assigns and successors of the parties of the first and second parts

T O H A V E A N D T O H O L D the aforesaid tract or lot of land with all privileges and appurtenances thereto belonging or appertaining, to him, the said party of the second part, his heirs and assigns, to his only use and behoof forever.

John T. Pullen, Trustee, hereby joins in the execution of this Deed for the purpose of witnessing his consent to this conveyance as Trustee, and the said Greater Raleigh Land Company hereby covenants to and with said party of the second part, his heirs and assigns, that it is seized of said premises in fee and have a good and lawful right to convey the same in fee simple; that the same are free and clear from all incumbrances, and that it will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Greater Raleigh Land Company has caused these presents to be signed in its name by its President and attested by its Secretary and its corporate seal to be hereto affixed, all by order of its Board of Directors, and John T. Pullen, Trustee, has hereunto set his hand and affixed his seal all on this the day and year first above written.

(Corporate Seal) Attest: J. D. TURNER, Secty. GREATER RALEIGH LAND COMPANY,
 By F. K. Ellington, President.
 JOHN T. PULLEN, Trustee (seal)

NORTH CAROLINA, Wake County.

On this 15th day of July A. D. 1909, personally came before me, J. L. Skinner, Notary Public, in and for the County of Wake, State of North Carolina, J. D. Turner, 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 that he is acquainted with F. K. Ellington, who is the President of the Greater Raleigh Land Company, and that the said J. D. Turner is the 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, Secty became a subscribing witness to and attested the said instrument in the presence of said F. K. Ellington, President aforesaid. And I do further certify that John T. Pullen, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 15th day of July 1909.
 (Notarial Seal) Com. exp. Oct. 12, 1909. J. L. SKINNER, Notary Public.
 NORTH CAROLINA, Wake County,----The foregoing certificate of J. L. Skinner a Notary Public of Wake County is adjudged to be correct. L & the instrument with certificates be registered. Witness my hand this July 16, 1909.

W. M. RUSS, Clerk Superior Court.

Filed for registration at 11.30 o'clock A. M., July 16, 1909 and registered in office of Register of Deeds Wake County in bk 238 pg. 198, July 20, 1909.

Bernard
Register of Deeds.

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: R. S. CLEMENTS & WIFE, :
: : :
: TO : :
: : : D_E_E_D.
: O. J. EDWARDS. :
: : :
:.....

NORTH CAROLINA,)
DURHAM COUNTY)

T_H_I_S D_E_E_D, made and entered into this the 15th day of September 1908, by and between R. S. Clements and wife Lucy A. Clements of Durham County parties of the first part, and O. J. Edwards of Wake County party of the second part,

W_I_T_N_E_S_S_E_T_H: That for and in consideration of the sum of Five Hundred and no/100 Dollars to them in hand paid, the receipt of which is hereby fully acknowledged, said parties of the first part hath given, granted, bargained and sold and do by these presents give, grant, bargain, sell and convey unto the said party of the second part, and his heirs and assigns, the following tract or parcel of land lying and being in Wake County, and State, bounded and described as follows, to wit:

Adjoining the lands of P. A. Morris, G. B. Alford, R. E. Edwards, O. J. Edwards and others:--

BEGINNING in the corner of O. J. Edwards, running south one hundred (100) poles to a stake on East street or Road; thence West with said road or street Twenty two (22) poles to a stake in said road thence North One hundred poles to a stake in Morris's line, thence East Twenty Two (22) poles to the beginning and containing thirteen and three-fourths (13 3/4) acres more or less.

REMARKS,.. The above described land is the share drawn by Lucy Ann Clements as her share of the H. S. Edwards (deceased) lands, she being one of the Legal Legatees; said lands were divided by Survey of I. H. Collins on the 18th day of December 1895 and was drawn for bylot on the 27th day of December 1895.

T_O H_A_V_E A_N_D T_O H_O_L_D said tract or parcel of land together with all privileges and appurtenances thereon and thereto belonging, unto the said party of the second part, and his heirs and assigns forever.

And said R. S. Clements and wife for them and their heirs covenant to and with said party of the second part and his heirs and assigns that they seized of said premises in fee and have good right to convey the same in fee simple; that the same are free and clear of all incumbrances, and that they will forever warrant and defend the said title to the same against the claims of all persons whomsoever.

I_N T_E_S_T_I_M_O_N_Y W_H_E_R_E_O_F, The said parties of the first part have set their hands and seals the day and year first above written.

R. S. CLEMENTS, (seal)
LUCY A. CLEMENTS (seal)

NORTH CAROLINA, Durham County.

I, A. N. Johnson a Notary Public do hereby certify that R. S. Clements and Lucy A. Clements his wife, personally appeared before me this day and acknowledged the due execution of the foregoing deed; and the said Lucy A. Clements being by me thereafter privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto. Let the same with this certificate be registered.

Witness my hand and seal, this 24th day of September 1908.
(Notarial Seal) Com. expires 10-16-08. A. N. JOHNSON, Notary Public.

NORTH CAROLINA, Wake County.

The foregoing certificate of A. N. JOHNSON, a Notary Public of Durham County is adjudged to be correct. Let the said deed with all certificates be registered.

Witness my hand this 16th day of July 1909.
W. M. RUSS, Clerk Superior Court.

Filed for registration at 1 o'clock P. M., July 16, 1909 and registered in the office of Register of Deeds Wake County in book 238 page 199, July 20, 1909.

Bernard
Register of Deeds.