

PRESENTED FOR
REGISTRATION
AND RECORDED

OCT 7 3 51 PM '86

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

Excise Tax

Recording Time, Book and Page

Tax Lot No. Portion of 11A, 22B, and 33B, Block 3413 Parcel Identifier No.

Verified by County on the day of 19 ..
by

Mail after recording to VonCannon Box

This instrument was prepared by Donald M. VonCannon

Brief description for the Index Lots 91, 107, 112, and 113
Glenridge, Phase I, Section One

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 7 day of October, 1986, by and between

GRANTOR

GRANTEE

GLENRIDGE ASSOCIATES, a North Carolina
General Partnership (successor by name
change in Book 1546, page 455 to Sally-
Kirk Associates)

D & L PARTNERSHIP, a North Carolina
General Partnership
c/o 265 Executive Park Boulevard
Winston-Salem, 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 Winston-Salem, Old Town Township, Forsyth County, North Carolina and more particularly described as follows:

Being known and designated as Lots 91, 107, 112 and 113 as shown on the recorded Plat entitled "Glenridge, Phase I, Section One", recorded in Plat Book 30, page 200, Forsyth County Registry, reference to which plat is hereby made for a more particular description.

The Grantor herein specifically reserves unto itself and its successors and assigns the right to enter said lots over the following easements for the purposes stated therein:

1. A 22-foot wide easement which is located along the western boundary line of Lots 112 and 113 as described above for purposes of planting grass, shrubs, trees, landscaping, and general beautification of the berm or bank contained within the said 22-foot easement, and for purposes of reentering the property in the future for purposes of any replanting, landscaping, maintaining and repairing of said berm or bank. No tree or shrub planted by the Grantor may be cut or removed without the written permission of the Grantor, its successors or assigns.
2. An easement on Lots 112 and 113 as described above for purposes of erecting, maintaining, repairing and replacing a brick wall which the Grantor herein has erected or will erect on said easement to match a brick wall and sign located at the northwest corner of Milhaven Road and Tallison Drive. The said easement is more particularly described as follows: Beginning at the southwest corner of Lot 113 of Glenridge as described above, and running thence with the western boundary line of Lot 113, North 00° 18' 57" West 57.00 feet to a point; thence South 52° 39' 40" East 93.30 feet to a point in the southern boundary line of lot 112; thence with said boundary line, South 89° 41' 03" West 73.87 feet to the point and place of beginning.

3. A 10 by 30-foot sign easement on Lot 91 as described above for purposes of erecting, maintaining, repairing and replacing a 4-foot high brick column which is 3-foot by 3-foot around the base and which will contain a plaque identifying the subdivision. The said easement is described as being at the southeast corner of said Lot 91 and extending 30 feet along Chester Road and having a depth of 10 feet.

The above-described easements are perpetual and are to run with the land.

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 1511, page 1578

A map showing the above described property is recorded in Plat Book 30 page 200.

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 easements and restrictions of record and 1986 ad valorem taxes.

Subject further to a negative access easement along the western boundary line of Lot 113 above as shown on the plat of Glenridge recorded in Plat Book 30, page 200, Forsyth 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.

GLENRIDGE ASSOCIATES, a North Carolina General Partnership

By: AVTEX PROPERTIES, INC., General Partner

(Corporate Name)

By:

Kerry L. Avant

President

James E. Humphreys, Jr.

Secretary (Corporate 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

ANN JOHNSTON
NOTARY PUBLIC
FORSYTH COUNTY, N. C.

NORTH CAROLINA, Forsyth County.

I, a Notary Public of the County and State aforesaid, certify that James E. Humphreys, Jr.,

personally came before me this day and acknowledged that he is _____ Secretary of Avtex Properties, Inc., General Partner of Glenridge Associates, a North Carolina General Partnership 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 7 day of October, 1986.

My commission expires: March 26, 1990 Ann Johnston 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.

L. E. SPEAS, REGISTER OF DEEDS

REGISTER OF DEEDS FOR FORSYTH COUNTY

By

Janet Bottoms

Deputy Assistant - Register of Deeds

PRIMATE FEE \$1.00 PAID