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FORSYTH CO, NC FEE: \$ 26.00  
PRESENTED & RECORDED: 01/09/2004 10:36AM  
DICKIE C. WOOD REGISTER OF DEEDS BY: THOMAS  
STATE OF NC REAL ESTATE EXT: \$ 200.00  
BK2437 P 236 - P 240

**LIMITED WARRANTY DEED      DRAWN OUTSIDE  
OF STATE**

Box 145

**LIMITED WARRANTY DEED**, made as of December 23, 2003, by and between **APAC-ATLANTIC, INC.** (formerly known as APAC-Carolina, Inc.), a Delaware corporation, with a mailing address of P.O. Box 14000, Lexington, Kentucky 40512 ("GRANTOR"), and **NEAL WILSON and DESHANNA JOHNSON, d/b/a N & D ENTERTAINMENT**, with a mailing address of 5912 Coalson Lane, Walkertown, North Carolina 27051 ("GRANTEES").

**WITNESSETH:**

For and in consideration of One Hundred Thousand and 00/100 Dollars (\$100,000.00) and other good, valuable and sufficient consideration, the receipt of all of which is hereby acknowledged, GRANTOR hereby grants, bargains, sells, conveys and confirms to GRANTEES, their heirs, successors and assigns, the following tracts or parcels of land:

Parcel A

A certain lot or parcel of land lying in Forsyth County, North Carolina, adjoining the lands of R.J. Reynolds, Dick Partin, and others, bounded as follows, viz:

Beginning at a stake on the line of the right of way of the N.W.N.C. Railroad on Partin's line, thence along the said Railroad line in the direction of Winston twenty-two (22) poles and ten (10) links to a stone on said line, then West on new line twenty-seven (27) poles to a stone on R.J. Reynolds' line, thence North on Reynolds' and Partin's line twenty-one poles to Partin's corner, thence East on Partin's line nineteen (19) poles and ten (10) links to the place of beginning.

Being the same land conveyed by J.E. Shelton Box and Lumber Company to Atlantic Bitulithic Company by deed dated August 22, 1919, and recorded in Deed Book 157, Page 1, Office of the Register of Deed in Forsyth County, North Carolina.

There is excepted however, from said Parcel A a certain triangular plot of ground containing 0.39 acres conveyed by Atlantic Bitulithic Company to R.J. Reynolds Realty Company by deed dated March 5, 1923, and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in said office.

#### Parcel B

A certain tract or parcel of land in Forsyth County, State of North Carolina, adjoining the lands of So. Ry. Co., and others, bounded as follows, viz:

Beginning at an iron in the North edge of Old Town Road, where it intersects the Western edge of the right-of-way of the Southern Railway Company, and running thence with the edge of Old Town Road North 41 degrees 30 minutes West 358 feet to a point in the edge of the road; thence South 88 degrees 10 minutes East 201 feet to the right of way of Southern Railway Company; thence with said right of way Southwardly as it curves 263 feet to the point of beginning and containing 0.62 acres.

This plot of ground conveyed is all that triangular piece of land South of the property now owned by the Atlantic Bitulithic Company, and bounded on the other two sides by the right of way of the Southern Railway and the Old Town Road. Being the same lands conveyed by R.J. Reynolds Realty Company, to Atlantic Bitulithic Company, by deed dated February 26, 1923, and recorded in Deed Book 205, Page 169, in said office.

Being the same property conveyed to APAC-Carolina, Inc. by Deed effective October 1, 1983, to be filed of record simultaneously herewith in the Office of the Register of Deeds in Forsyth County, North Carolina.

APAC-Carolina, Inc. changed its name to APAC-Atlantic, Inc. on March 25, 2003, and duly recorded the name change in the office of the Delaware Secretary of State on March 28, 2003.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEES, their heirs, successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the property conveyed hereby and to any state of facts which an accurate survey would show.

GRANTOR, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEES, all of GRANTOR's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights-of-way adjacent to or abutting on the above described tracts or parcels of land.

GRANTOR covenants and warrants with GRANTEES that GRANTOR, its successors and assigns, shall (except for the property quitclaimed by the immediately preceding paragraph) warrant and defend the real property unto GRANTEES, their heirs, successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or under GRANTOR, but no other; provided, however, that any one claim or demand, or all claims and demands in the aggregate, pursuant to this warranty, shall in no event exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), which GRANTOR and GRANTEES hereby agree to be the true and actual value of the real and personal property conveyed hereby.

Except as expressly provided in the immediately preceding paragraph, GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEES BY THEIR ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPT THE SAME "AS IS," "WHERE IS" AND "WITH ALL FAULTS." GRANTEES shall not make any claim against GRANTOR for diminution of the value of the Property, remediation of any contamination on the Property, loss of use of the Property, handling, transportation or disposal of contaminated media from the Property, or any other loss, damage or expense as the result of any environmental contamination or other latent or patent defect in the Property's condition, and GRANTEES, and their heirs, successors, personal representatives and assigns, hereby agree to protect, indemnify and hold harmless GRANTOR,

GRANTOR's affiliated companies, and their directors, officers, employees and agents, from and against any such claims.


GRANTEES hereby covenant, for GRANTEES and GRANTEES' heirs, successors, personal representatives and assigns, not to use or permit use of the property conveyed hereby for the operation of an asphalt plant or asphalt-related business all for a period of twenty (20) years from the date hereof. Such covenant shall run with the land and be binding upon GRANTEES and GRANTEES' heirs, successors, personal representatives and assigns.

GRANTOR and GRANTEES hereby agree that ad valorem property taxes and all assessments on the real property conveyed hereby shall be prorated and allocated between GRANTOR and GRANTEES as of the date hereof, and GRANTEES, by their acceptance of this Deed, hereby assume and agree to pay the same from and after the date hereof.


The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEES and their respective heirs, successors, personal representatives and assigns.

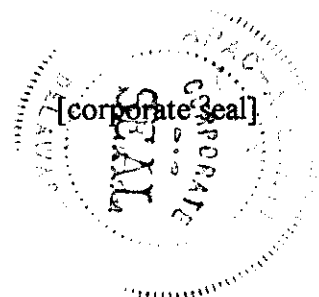
**IN WITNESS WHEREOF**, GRANTOR has caused its name to be subscribed hereto as of the day and year first above written.

**APAC-ATLANTIC, INC.**

  
Clarence O. Brickey  
Vice President

ATTEST:

  
Mary J. Prettyman  
Assistant Secretary



STATE OF NORTH CAROLINA, COUNTY OF Forsyth

I, a Notary Public of the County and State aforesaid, certify that Mary J. Prettyman personally came before me this day and acknowledged that she is the Assistant Secretary of APAC-ATLANTIC, INC., a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Clarence O. Brickey, its Vice President, sealed with the corporate seal and attested by her as its Assistant Secretary.

Witness my hand and official stamp or seal, this the 5th day of December, 2003.

James F. Allred  
Notary Public  
**JAMES F. ALLRED**  
Notary Public  
Forsyth County, NC

My commission expires: Commission Expires Mar 2, 2005



This Instrument Prepared By:

Michael F. Deaton, Attorney  
c/o APAC Inc., Law Department  
900 Ashwood Parkway, Suite 700  
Atlanta, Georgia 30338-4780

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

James F. Allred

is certified to be correct at the date of recordation shown on the first page thereof,  
Dickie C. Wood, Register of Deeds by: [Signature] NP(s)  
Deputy/Asst.