

028922

311-48.1

311		48.1		OWNER'S NAME		DATE	D.B.	PG.	PLOTTED	
				WILLIAMS, ELTON & ELAINE M.		2-25-79	455	185	SEARCH II REQUIRED	
TOWNSHIP				Burgess, Alvin J.		76	490	498	FIELD RESEARCH REQ'D.	
JACKSONVILLE				Johnson, Claude W.		78	534	753	OWN'SH'P. UNKNOWN	
PROPERTY ADDRESS				Williams, Dan B.		3/28/82	1829	089	CONSOLIDATIONS	
SKYLINE IX									MAPPED BY PLOT	
DEEDED AC.	CALCULATED AC.	SUBDIVISION				SEC.	UNIT	BLK.	LOT	MAPPED BY DEED
1.00	1.00									MAPPED BY FIELD R'CH
										MAPPED BY OCCUPATION
										MAPPED BY PLAT
										MAPPED BY ADJOINER
										PT OUT OF COUNTY
										DOUBLE ASSESSED
										PART INTEREST
										COULDN'T FIND DEED
										DEED AC. DIDN'T SCALE
										DEED DIDN'T CLOSE
										POSTED

455-3247

E. JOHNSON

D10 - 79-2

316-90.1 - VOID

PLAT BK.	PAGE



REASON-FIELD RES.	DEED AC.	1.00
	CALCULATED AC.	1.00
	LESS & EXCEPT	
	HWY. R/W	
	R.R. R/W	
	WATER R/W	
	AC. SOLD	
SPLIT TO	REMAINING AC.	1.00
	D.B.	SPLIT
	PG.	REM.
	D.B.	SPLIT
	PG.	REM.
	D.B.	SPLIT
	PG.	REM.

REMARKS m/d 4325.04

THIS DOCUMENT PRESENTED TO
THE ONSLOW COUNTY TAX OFFICE
DATE 3-28-02 CLERK str

Handwritten initials: "HAK" with a flourish above it.

NO TITLE EXAMINE REQUESTED OR DONE BY OUR OFFICE.
DEEP PREP. ONLY!!!

RETURN TO: DONALD G. WALTON, JR., Attorney at Law

Handwritten arrow pointing right.

Excise Tax \$0

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the ____ day of _____, 20____
by _____

Mail after recording to DON WALTON, JR., 722 NEW BRIDGE ST., JACKSONVILLE, NC 28540

This instrument was prepared by DON WALTON, JR.

Brief Description for the index

**TWO TRACTS JACKSONVILLE
TOWNSHIP**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made 3/28/2002 by and between

GRANTOR

GRANTEE

ELAINE M. JOHNSON (FOMERLY KNOWN AS ELAINE
M. WILLIAMS)

DAN R. WILLIAMS
209 PENNSYLVANIA AVE SE
WASHINGTON, DC 20003-1198

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 JACKSONVILLE Township, ONSLOW County, North Carolina and more particularly described as follows:

BEING ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH.

JUN 18 29 PAGE 090

EXHIBIT "A"

TRACT I - Beginning at an iron stake located at the point where the western right of way line of Cardinal Road intersects the southern right of way line of Skyline Drive, said beginning point also being located south 77 degrees 20 minutes west 1234.06 feet from the point where the southern right of way line of Skyline Drive if extended intersects the centerline of N.C. Secondary Road No. 1107; running thence from said beginning point with the western right of way line of Cardinal Road south 12 degrees 40 minutes east 217.8 feet to an iron stake; thence leaving said right of way line of Cardinal Road south 77 degrees 20 minutes west 100 feet to an iron stake; thence north 12 degrees 45 minutes west 217.8 feet to an iron stake in the southern right of way line of Skyline Drive; thence with said right of way line north 77 degrees 20 minutes east 100 feet to an iron stake, the point of beginning.

TRACT II - Beginning at an iron stake in the southern right of way line of Skyline Drive, said beginning point being located, when measured down said right of way line of Skyline Drive south 77 degrees 20 minutes west 1334.08 feet from the intersection of the southern right of way line of Skyline Drive if extended with the centerline of N. C. Secondary Road No. 1107; running thence South 12 degrees 40 minutes east 217.8 feet to an iron stake; thence south 77 degrees 20 minutes west 100 feet to an iron stake in the eastern right of way line of Skyline Drive; thence with said right of way of Skyhawk Drive north 12 degrees 40 minutes west 217.8 feet to an iron stake in the southern right of way line of Skyline Drive; thence with the southern right of way of Skyline Drive north 77 degrees 20 minutes east 100 feet to an iron stake, the point of beginning.

But, this land is conveyed subject to certain restrictions as to the use thereof running with said land by whomsoever owned, said restrictions, which are expressly assented to by the party of the second part in accepting this deed, being as follows:

1. This land shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles and other appurtenant outbuildings.
2. No dwelling shall be permitted to be constructed on any lot at a comparative cost of less than \$20,000.00 not including cost of lot, based upon cost levels prevailing on the date of this deed, it being the purpose and intention of the parties to assure that the dwelling erected on these lots shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date this deed is made, at the minimum cost for the minimum permitted dwelling size stated herein. The ground floor area of the main structure of the single-family dwelling shall not be less than 960 square feet for a dwelling having more than one story, nor less than 1400 square feet for a single floor dwelling.
3. No building shall be located nearer than 50 feet from Skyline Drive or nearer than 25 feet to any side lot line or nearer to an interior lot line than 5 feet.
4. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
5. No mobile home, trailer of any kind, tent, shack, garage, barn outbuilding or other structure of a temporary character shall be used for a residence on any lot either temporarily or permanently.
6. No horses, ponies, animals or livestock of any kind shall be raised, bred or kept on this property, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintenance for any commercial purpose, and provided such household animals do not become an annoyance or nuisance to the neighborhood.

Warranty Deed

State of North Carolina Onslow County

THIS DEED, Made this 25th. day of February, 1975, by

ERNIE JAMES WILLIAMS AND WIFE, ETHEL MAE WILLIAMS,

of Onslow County and State of North Carolina, of the first part, to

CHARLIE N. WILLIAMS AND WIFE, ELAINE M. WILLIAMS,

of Onslow County and State of North Carolina, of the second part:

WITNESSETH, That said parties of the first part for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations

to them paid by said parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold, by these present do bargain, sell and convey to said parties of the second part their heirs and assigns a certain tract or parcel of land in Jacksonville Township, Onslow County, State of North Carolina,

bounded as follows, viz:

Lot 1

Beginning at an iron stake in the southern right of way line of Skyline Drive, said beginning point being located when measured down said right of way line south 77 degrees 20 minutes west 1074.08 feet from the intersection of the southern right of way line of Skyline Drive if extended and the center line of Onslow County Secondary Road No. 1107; running thence from said beginning point south 12 degrees 40 minutes east 217.8 feet to an iron stake; thence south 77 degrees 20 minutes west 100 feet to an iron stake in the eastern right of way line of Cardinal Road; thence with the eastern right of way line of Cardinal Road north 12 degrees 40 minutes west 217.8 feet to an iron stake in the southern right of way line of Skyline Drive; thence with the southern right of way line of Skyline Drive north 77 degrees 20 minutes east 100 feet to an iron stake, the point of beginning.

Lot 2

Beginning at an iron stake located at the point where the western right of way line of Cardinal Road intersects the southern right of way line of Skyline Drive, said beginning point also being located south 77 degrees 20 minutes west 1234.08 feet from the point where the southern right of way line of Skyline Drive if extended intersects the center line of N.C. Secondary Road No. 1107; running thence from said beginning point with the western right of way line of Cardinal Road south 12 degrees 40 minutes east 217.8 feet to an iron stake; thence leaving said right of way line of Cardinal Road south 77 degrees 20 minutes west 100 feet to an iron stake; thence north 12 degrees 45 minutes west 217.8 feet to an iron stake in the southern right of way line of Skyline Drive; thence with said right of way line north 77 degrees 20 minutes east 10 feet to an iron stake, the point of beginning.

Lot 3

Beginning at an iron stake in the southern right of way line of Skyline Drive, said beginning point being located, when measured down said right of way line of Skyline Drive south 77 degrees 20 minutes west 1334.08 feet from the intersection of the southern right of way line of Skyline Drive if extended with the centerline of N.C. Secondary Road No. 1107; running thence south 12 degrees 40 minutes east 217.8 feet to an iron stake; thence south 77 degrees 20 minutes west 100 feet to an iron stake in the eastern right of way line of Skyline Drive; thence with said right of way of Skyline Drive north 12 degrees 40 minutes west 217.8 feet to an iron stake in the southern right of way line of Skyline Drive; thence with the southern right of way of Skyline

Drive north 77 degrees 20 minutes east 100 feet to an iron stake, the point of beginning.

Lot 4

Beginning at an iron stake in the southern right of way line of Skyline Drive at the point where the southern right of way line of Skyline Drive intersects the western right of way line of Skyline Drive, said beginning point also being located when measured down said right of way line south 77 degrees 20 minutes west 1494.08 feet from the point where the southern right of way line of Skyline Drive if extended intersects the center line of Secondary Road No. 1107; running thence with the western right of way line of Skyline Drive south 12 degrees 40 minutes east 217.8 feet to an iron stake; thence leaving Skyline Drive south 77 degrees 20 minutes west 100 feet to an iron stake; thence north 12 degrees 40 minutes west 217.8 feet to an iron stake in the southern right of way line of Skyline Drive; thence with said right of way line north 77 degrees 20 minutes east 100 feet to an iron stake, the point of beginning.

Lot 5

Beginning at an iron stake in the southern right of way line of Skyline Drive, said beginning point being located when measured down said right of way line south 77 degrees 20 minutes west 1594.08 feet from the point where the southern right of way line of Skyline Drive if extended intersects with the center line of N.C. Secondary Road No. 1107; running thence from said beginning point south 12 degrees 40 minutes east 217.8 feet to an iron stake; thence south 77 degrees 20 minutes west 100 feet to an iron stake in the eastern right of way line of Cherokee Lane; thence with the eastern right of way line of Cherokee Lane north 12 degrees 40 minutes west 217.8 feet to an iron stake in the southern right of way line of Skyline Drive; thence with the southern right of way line of Skyline Drive north 77 degrees 20 minutes east 100 feet to an iron stake, the point of beginning.

But, this land is conveyed subject to certain restrictions as to the use thereof running with said land by whomsoever owned, said restrictions, which are expressly assented to by the parties of the second part in accepting this deed, being as follows:

- (1) This land shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles and other appurtenant outbuildings.
- (2) No dwelling shall be permitted to be constructed on any lot at a comparative cost of less than \$20,000.00 not including cost of lot, based upon cost levels prevailing on the date of this deed, it being the purpose and intention of the parties to assure that the dwelling erected on these lots shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date this deed is made, at the minimum cost for the minimum permitted dwelling size stated herein. The ground floor area of the main structure of the single-family dwelling shall not be less than 960 square feet for a dwelling having more than one story, nor less than 1400 square feet for a single floor dwelling.
- (3) No building shall be located nearer than 50 feet from Skyline Drive or nearer than 25 feet to any side lot line or nearer to an interior lot line than 5 feet.
- (4) No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- (5) No mobile home, trailer of any kind, tent, shack, garage, barn, outbuilding or other structure of a temporary character shall be used for a residence on any lot either temporarily or permanently.
- (6) No horses, ponies, animals or livestock of any kind shall be raised, bred or kept on this property, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided such household animals do not become an annoyance or nuisance to the neighborhood.

Subject to that certain deed of trust executed by Dennis Ray Williams and wife, Mary Bowen Williams to Alex Warlick, Jr., Trustee and First Citizens Bank & Trust Company, dated Sept. 15, 1972, and recorded in Book 420, Page 63, securing the original principal amount of \$6,807.80. By accepting this deed, the parties of the second part assume and agree to pay the present outstanding indebtedness secured by said deed of trust in accordance with the terms thereof and agree to save the parties of the first part harmless by reason thereof.