PREPARED BY AND RETURN TO DOUGLAS P. MURRAY

JOE B. FREEMAN R OF D

Jun 23 |2 58 PH '95

STATE OF NORTH CAROLINA COUNTY OF ROBESON

THIS DEED, Made and entered into this the 2216 Sal Copyliume, 1995 by and between Woodrow Locklear, Individually and wife, Sylvia S. Locklear, by and through her attorney-In-Fact, Woodrow Locklear; SANATAN S. AMIN, INDIVIDUALLY and wife, SHAKUNTALA S. AMIN by and through her Attorney-in-Fact, Sanatan S. Amin, all of Robeson County, North Carolina and; HARISH S. AMIN, INDIVIDUALLY and wife, BHANU H. AMIN, by and through her Attorney-in-Fact, Harish S. Amin, of Columbia County, Georgia, hereinafter collectively referred to as "Grantors" and CATHLEEN LOCKLEAR, unmarried and LEON LOCKLEAR, JR., unmarried, hereinafter referred to as "Grantee" whose mailing address is P.D. Cox 1941, Pembrake N. 28372;

## WITNESSETH:

That the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Pembroke Township, Robeson County, North Carolina and more particularly described as follows:

All that certain tract or parcel of land lying about 4 miles South of the center of the Town of Pembroke, N. C., on the western side of but not adjacent to Paved Secondary Road 1157, adjacent to and on the northeastern side of a 50-foot private soil road (716/925) and adjoining the lands of Thomas J. Strickland (789/450) on the South, Mary M. Smith (404/408) and Douglas Maynor (417/329) on the East and Woodrow Locklear, et als (689/923) on the North and being more particularly described as follows:

BEGINNING at an existing iron rod in the northeast right of way line (25 feet from center) of a 50-ft. private soil road (716/925), said iron rod being the most western corner of the Thomas J. Strickland 5.0 acre tract as shown in Deed Book 789, Page 450; said iron rod being located North 72 degrees 05 minutes 40 seconds West 435.60 feet, North 50 degrees 13 minutes 40 seconds West
185.61 feet and North 28 degrees 21 minutes 40 seconds West 335.0 feet from an existing nail in the center of SR 1157 at its intersection with the northeast or east right of way line of said 50-ft. private road and runs thence from said beginning iron rod South 61 degrees 38 minutes 20 seconds West 25.0 feet to an iron rod in the center of thence with the center of said 50-ft. said easement; easement North 28 degrees 21 minutes 40 seconds West 402.05 feet to an iron rod in the center of said 50-ft. private road; thence North 61 degrees 38 minutes 20 seconds East passing through an iron rod at 25.0 feet in northeast right of way line of said easement continuing for a total distance of 565.98 feet to an iron



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rod in an original line of the 289.92 acre tract of which this is a part as shown in Deed Book 689, Page 923, (Map Book 30, Page 144); thence with said original line South 28 degrees 28 minutes East 402.05 feet to an existing iron rod, the most northern corner of the Thomas J. Strickland 5.0 acre tract; thence with the north line of said 5.0 acre tract South 61 degrees 38 minutes 20 seconds West 541.72 feet to the BEGINNING, containing 5.23 acres, less 0.23 acre, leaving a net acreage of 5.00 acres, more or less.

There is conveyed herein a 50-ft. roadway easement for the purpose of ingress and egress from SR 1157 to and across the above described tract and being more particularly described in Deed Book 716, Page 925, Robeson County Registry Robeson County Registry.

And being a part of that 289.92 acre tract conveyed from Lillie Mae J. Lowry, Widow, Panuel N. Lowry and wife, Shernell R. Lowry to Woodrow Locklear, Sanatan S. Amin and Harish S. Amin by deed dated 6 October 1989 and recorded in Deed Book 689, Page 923, Robeson County Registry.

Bearings referenced to Map Book 30, Page 144, Robeson County Registry.

Exempt from Robeson County Subdivision Ordinance under Article V, Section 501, Item E.

Grantee hereby assumes all roadway maintenance, in accordance with a roadway maintenance agreement executed by Grantee on the 23rd day of June, 1995.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging, to the Grantees in fee simple.

And the Grantors covenant with the Grantee, that they are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, except the restrictive covenants.set forth on Exhibit "A" attached hereto and incorporated herein by reference and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Consent to Roadway Maintenance

Agreement:

Cathleen Locklear

Leon Locklear, Jr.

Woodrow Locklear (SEAL)

SXVIASLOCKLEJR

Sylvia S. Locklear by and through (SEAL) her Attorney-In-Fact Woodrow Locklear

Amin (SEAL) Somatan Sanatan S. Amin

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Shakuntale S. Amin by Sanatan S. Amin

Shakuntala S. Amin by and through her Attorney-In-Fact Sanatan S. Amin

Harry S. am (SEA

Harish S. Amin

(SEAL)

Bhanu H. Amin by and through her Attorney-In Fact Harish S. Amin

STATE OF NORTH CAROLINA

COUNTY OF ROBESON

I, Lunette B. Fields, a Notary Public of the County and State aforesaid, do hereby certify that Woodrow Locklear personally appeared before me this day and acknowledged the due examined of the foregoing instrument.

withese my hand and official seal this the 23 day of June

Notary Public

My commission expires: \\-\1-96

STATE OF NORTH CAROLINA

COUNTY OF ROBESON

SCJON COU

I, Lunette G. Juda, a Notary Public of the County and State aforesaid, do hereby certify that Woodrow Locklear, Attorney-In-Fact for Sylvia S. Locklear personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of the said Sylvia S. Locklear, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds in the County of Robeson, State of North Carolina on the 9th day of November, 1990 in Book 718 at Page 205 and that this instrument was executed under and by virtue of the authority given by said insturment granting him power of attorney.

I do further certify that the said Woodrow Locklear acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Sylvia S. Locklear.

Witness my hand and official seal this the 23rd day of June,

Notary Public

My commission expires: 11-17-96

STATE CO NORTH CAROLINA

COUNTY OF ROBESON

I, Lynette B. Fields , a Notary Public of the County and State aforesaid, do hereby certify that Sanatan S. Amin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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Witness my hand and official seal this the 23rd day of June, 1995.

Notary Public

My commission expires: 11-17-96

ATE OF CORTE CAROLINA

ROBESON

and State aforesaid, do hereby certify that Sanatan S. Amin, Attorney-In-Fact for Shakuntala S. Amin personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of the said Shakuntala S. Amin, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds in the County of Robeson, State of North Carolina on the 30th day of November, 1989 in Book 693 at Page 637 and that this instrument was executed under and by virtue of the authority given by said insturment granting him power of attorney.

I do further certify that the said Sanatan S. Amin acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Shakuntala S. Amin.

Witness my hand and official seal this the 25d day of June, 1995.

Notary Public

My commission expires: 11-17-96

TATELOR OF THE CAROLINA

COUNTY OF ROBESON

County and State aforesaid, do hereby certify that Harish S. Amin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

withes my hand and official seal this the and day of June

Notary Public

My commission expires: 11-17-94

STATESOF NORTH CAROLINA

COUNTY OF ROBESON

I, whethe b. Fields, a Notary Public of the County and State aforesaid, do hereby certify that Harish S. Amin, Attorney-In-Fact for Bhanu H. Amin personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of the said Bhanu H. Amin, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds in the County of Robeson, State of North Carolina on the 11th day of March, 1990 in Book 700 at Page 259 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said Harish S. Amin acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Bhanu H. Amin.

BWARTESS my hand and official seal this the day of June,

Notary Public My commission expires: 11-17 46

Notary Public, is certificate of Amitt. S. Julks

Notary Public, is 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 part hereof.

REGISTER OF DEED OF COUNTY

By Marks C. Deeds

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Exhibit "A"

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## RESTRICTIVE COVENANTS

Farm animals and pets may be maintained on the above described tract or parcel of real estate under the following conditions:

- 1. Farm animals and pets must be fenced in such a manner as to restrict movement of such animals to the above described tract.
- 2. If pigs and/or hogs are maintained on said tract the fence enclosing said pigs or hogs shall be a minimum of 4 feet in height and shall be located no closer than 75 feet to any boundary line.
- 3. If horses or cows are maintained on said tract the fence enclosing said horses or cows shall be a minimum of 5 feet in height and shall be located no closer than 75 feet to any boundary line.
- 4. All other farm animals and pets must be appropriately enclosed to prevent their escape and such enclosures must be 75 feet from any boundary line.
- 5. No more than a total of 5 horses or cows and no more than a total of 5 of any combination thereof may be kept on the premises at any time nor may more than 125 pigs or hogs or a combination thereof be maintained upon the premises at any one time. The term horses shall include ponies, donkeys and mules as well as what is commonly referred to as horses.
- 6. All pens, parlors, pastures and any and all lands and structures associated with the keeping of farm animals and pets shall be kept neat and clean and noxious odors and unsanitary conditions shall not exist so that neither adjacent property owners nor those property owners located in close proximity shall be subjected to noxious odors, unsanitary conditions or any other condition which would prevent the reasonable enjoyment of lands owned by adjacent property owners or those located in close proimity thereto or such conditions as would reduce the value of such lands.

These restrictive covenants may be enforced at law or equity in civil or criminal proceedings as may be appropriate by the grantors herein and/or any of their successors in title to any of the lands or portions thereof described in that deed from Lillie Mae J. Lowry, Widow, Panuel N. Lowry and wife, Shernell R. Lowry to Woodrow Locklear, Sanatan S. Amin and Harish S. Amin by deed dated October 6, 1989 and recorded in Book 689 at Page 923, Robeson County Registry.

Consented to:

Cathleen Locklear

Leon Locklear, Jr.