

THOMAS RHODES, TRUSTEE . STATE OF NORTH CAROLINA
 TO . COUNTY OF NEW HANOVER DEED
 H. B. MEISELMAN, ET UX . THIS DEED, made and entered into this the 21st day of December,
 DEED : 1956 by and between Thomas Rhodes, Trustee, as hereinafter stated
 ----- and Anna B. Morris, formerly Anna B. Thrush, and E.B. Morris, her
 husband, parties of the first part, and H.B. Meiselman, and wife, Claire Meiselman, parties of
 the second part.

W I T N E S S E T H.

Whereas, W.E. Thrush heretofore executed to Thomas Rhodes as Trustee a certain deed of trust in the sum of \$20,000.00, dated December 19, 1953, the said deed of trust securing a certain note of the same date in the amount of \$20,000.00 made by W.E. Thrush and payable to Anna Thrush, presently Anna B. Morris, which deed of trust is recorded in Book 533, at page 173 in the office of the Register of Deeds of New Hanover County, North Carolina; and whereas, the indebtedness secured by said deed of trust has been fully paid;

NOW, THEREFORE, said parties of the first part in consideration of Ten (\$10.00) dollars to each of them paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise, release and forever quitclaim unto the said parties of the second part, their heirs and assigns the lands and premises conveyed by said deed of trust, the same lying and being in New Hanover County, North Carolina, and more particularly described as follows:

All that real property more particularly described in the aforesaid deed of trust recorded in Book 533, page 173 in the office of the Register of Deeds of New Hanover County, North Carolina reference to which is hereby made for a more particular description.

to have and to Hold the said lands and premises, together with all privileges and appurtenances thereunto belonging to the said parties of the second part, their heirs and assigns, forever, free and discharged from the lien of said deed of trust.

IN WITNESS WHEREOF THE SAID parties of the first part have hereunto set their hands and seals the day and year first above written.

Thomas Rhodes (seal)
 Trustee

Anna B. Morris Thrush (seal)
 E.B. Morris (seal)
 Anna B. Morris (seal)

STATE OF NORTH CAROLINA
 COUNTY OF NEW HANOVER

I, J. J. Mohn, a notary public in and for the State and county aforesaid, do hereby certify that Thomas Rhodes, Trustee, personally appeared before me this day and acknowledged the due execution of the annexed Instrument.

Witness my hand and seal this 20 day of December 1956

J. J. Mohn
 Notary Public

(notarial seal)
 My commission expires: Aug. 29, 1957

STATE OF NORTH CAROLINA
 COUNTY OF NEW HANOVER

I, Lois J. Ward, Asst. Clerk of the Superior Court in and for the State and County aforesaid do hereby certify that Anna B. Morris, and husband E.B. Morris, personally appeared before me this day and acknowledged the due execution of the annexed Instrument. Let the foregoing instrument together with this certificate be recorded.

Witness my hand and seal this 21 day of December, 1956

Lois J. Ward, Asst. Clerk
 Superior Court

STATE OF NORTH CAROLINA
 NEW HANOVER COUNTY

The foregoing certificate of J. J. Mohn, notary public of New Hanover County is adjudged to be correct. Let the instrument with the certificate be recorded. This the 21 day of December 1956

Lois J. Ward, Asst.
 Clerk Superior Court

Received and recorded Dec. 21, 1956
 at 1:30 P.M. and verified.

N. L. Black
 Register of Deeds

 BARCLAY HILLS SUB DIV : STATE OF NORTH CAROLINA
 SEC. "A" : COUNTY OF NEW HANOVER
 BUSINESS PROPERTIES :
 DEC'L OF RESTRICTIONS : RESTRICTIONS FOR BARCLAY HILLS SUBDIVISION
 SECTION A

 THIS DECLARATION, MADE this the 30 day of November, 1956,
 by Business Properties, Inc. a North Carolina Corporation.

W I T N E S S E T H:

THAT WHEREAS, the said Business Properties, Inc. has placed on record in the New Hanover County Registry a map showing an area designated as Barclay Hills Subdivision, said area so designated lying and being in Harnett Township, County of New Hanover, State of North Carolina and

WHEREAS, it is the desire of Business Properties, Inc. for itself, its successors and assigns, to declare the following restrictions which shall apply to all Lots located in the said subdivision known as Barclay Hills Subdivision, Section A, a map of which is recorded in the New Hanover County Registry and these restrictions shall be binding on all parties claiming title to said lots under said Business Properties, Inc.;

1. All lots shall be used for residential purposes only. No structure shall be erected, altered, placed on or permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed 2½ stories in height and a private garage for not more than three cars. A garage apartment shall not be built except during the construction of or after the construction of a dwelling. No trailer, basement, tent, shack, garage, barn or other out buildings

shall, at anytime, be used as a residence previous to the building of the main residence.

2. No building shall be located on any residential lot nearer than 50 feet to the front street line and not in excess of 65 feet to the front street line, and not building shall be erected nearer than 12 feet to an adjacent property line.

3. No lot as shown by the official plan of this subdivision shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot.

4. No noxious or offensive trade or activity shall be carried on or maintained upon any lot or part of any lot, nor shall any use be made of any portion of the said property which shall become an annoyance or nuisance to the neighborhood.

5. The design of all buildings which shall be erected or moved onto any lot in this subdivision shall be subject to the approval of Business Properties, Inc., being understood and agreed that Business Properties, Inc., through its President or its designated agent shall act for said company, in giving such approval.

Upon written request of a lot owner for approval of plans, Business Properties Inc. shall have ten days to approve or disapprove the plans. In the event of failure to approve or disapprove the plans within the ten-day period, such approval will not be required, provided the design of the proposed building is in harmony with the existing structures in the Section, and constructed according to these restrictions. In any case with or without approval no dwelling shall be constructed upon any lot in the development with an interior floor area of less than 1,050 square feet. All dwellings must be constructed of wood, brick, brick veneer, tile or stucco, or concrete and stucco structures, and all garages shall be constructed of the same materials as specified for the dwellings.

6. Once a structure has been begun, it shall not be permitted to remain in excess of one year from the date of the laying of the foundation, unless the entire exterior shall be finished.

7. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under the developer of this subdivision.

8. If any person or parties claiming title to land in this subdivision shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said development or subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

9. These covenants shall be binding until October 31, 1981, at which time the said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the owners of the lots it is agreeable to change the said covenants or restrictions in whole or in part.

10. Invalidation of any of these covenants or restrictions by judgment or court order shall not effect any of the other provisions, and same shall remain in full force and effect.

IN WITNESS WHEREOF, Business Properties, Inc. has caused these presents to be signed by its President, attested by its secretary, and its corporate seal hereto affixed, all the day and year first above written.

Attest: D.D.Cameron
Secretary

BUSINESS PROPERTIES, INC.

BY B.B.Cameron
President

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

This 30 day of November, 1956, personally came before me, Louise L. Jackson, a Notary Public in and for the above named State and county, D.D.Cameron, who being by me duly sworn, says that he knows the common seal of Business Properties, Inc., and is acquainted with B.B.Cameron who is President of said Corporation, and that he, the said D.D.Cameron is the Secretary of said corporation and saw the said President sign the foregoing instrument and saw the said common seal of said corporation affixed to said instrument by the said President and that he, the said D.D.Cameron signed his name in attestation of the execution of said instrument in the presence of said President of said corporation

Witness my hand and seal this 30 day of November, 1956.

Louise L. Jackson
Notary Public

(notarial seal)

My commission expires: Sept 25, 1958

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing certificate of Louise L. Jackson, notary public of New Hanover County is adjudged to be correct. Let the instrument with the certificate be recorded. This the 21 day of December 1956

Lois J. Ward, Asst.
Clerk Superior Court

Received and recorded Dec. 21, 1956
at 2:15 P.M. and verified.

R. L. Black
Register of Deeds

FLOYD R. BRINSON : NORTH CAROLINA NEW HANOVER 02889
TO : \$284.52 Wilmington, N.C. December 13 1956 No. 1298-2889-18
AUTO FINANCE : The undersigned has this day borrowed and signed a note
CONTRACT : payable to the Auto Finance Co of N.C., Inc. for (Raleigh, N.C.)
Two hundred eighty four and 52/100---Dollars 6 installments

of \$47.42 each, and installment of beginning on the 18th day of January 1956 and as security therefor does hereby assign and transfer the property described as follows:
NEW OR USED : YEAR MODEL : MAKE OR TRADE NAME : TYPE OF BODY : MOTOR NO : MFG SERIAL
USED : 1952 : Ford : 2 dor : B2L116571 : same
the title to which is free and clear of any prior liens. Title to said property shall remain vested in the Auto Finance Co of N.C., until note is fully paid.
AFC Dot Herndon

Floyd R. Brinson (seal)
Floyd R. Brinson (seal)