

and assigns upon the trusts and for the uses and purposes following, and one other, that is to say:

If the said parties of the first part shall fail or neglect to pay interest on said note and debt as the same may hereafter become due, or both principal and interest at the maturity of the same, or any part of either, then on application of said parties of the third part, or their assignee, or any other persons who may be entitled to the moneys due thereon, it shall be lawful for and the duty of the said Cicero P. Yow, party of the second part, to advertise at the Courthouse door of New Hanover County, for thirty days immediately preceding such sale, and in some news paper published in said county at least once a week for four weeks, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale, to the highest bidder, for cash, and upon such sale to convey said lands to the purchaser in fee simple.

And the said Cicero P. Yow, Trustee, first retaining five per centum commission on the proceeds of the whole of said land sold, as a compensation for making such sale, shall apply so much of the residue of said proceeds of such sale as may be necessary to pay off and discharge said note and debt, and all interest then accrued and due thereon, and shall pay the surplus, if any remain, to the said parties of the first part.

And the said parties of the first part further covenant and agree to and with the said parties of the second and third parts that they will keep the premises above conveyed insured in some responsible insurance company acceptable to said trustee in the sum of Twelve Thousand, Five Hundred Dollars payable as their interests may appear, and that they will keep all taxes paid upon said property; and if said parties of the first part shall fail to do this, said party of the second party or said parties of the third part may effect such insurance and pay such taxes and all amounts so expended in payment of taxes and insurance premiums by said party of the second part or third part, with interest from date of payment at six per cent, shall be secured under this conveyance and be due and payable at the time of the next installment of interest thereafter.

And the said parties of the first and second parts do hereby covenant and agree to and with the said parties of the third part, that in case the said trustee shall die, become incapable of acting, renounce his trust or for other reason become unacceptable to said parties of the third part, then upon notice to the parties of the third and second parts, if living, the parties of the third part may appoint, in writing, a trustee to take the place of the party of the second part, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights and powers of the party of the second part.

IT IS FURTHER STIPULATED AND AGREED that any statement of fact or recital by said trustee in his deed in relation to the nonpayment of the money secured to be paid, the amount due, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact.

AND IT IS STIPULATED AND AGREED that if said parties of the first part shall pay off said note and interest, and discharge fully the trusts herein declared before such sale, or the same shall be done by a sale of said lands, then so much of said lands as may not have been sold, and are not required to meet any of said trusts, shall be reconveyed to the said parties of the first part, or the title thereto be revested in them according to the provisions of law.

IN TESTIMONY WHEREOF, the said Donald W. Heacox and wife, Peggy W. Heacox do hereto subscribe their names and affix their seals, the day and year first above written.

Donald W. Heacox (Seal)
Peggy W. Heacox (Seal)

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Benjamin J. Mintz, Sr. a Notary Public in and for the state and county aforesaid, do hereby certify that Donald W. Heacox & wife, Peggy W. Heacox, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and seal, this the 13th day of July, 1960.

Notarial Seal Benjamin J. Mintz, Sr.
My comm. expires September 3, 1960. Notary Public.

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

The foregoing certificate of Benjamin J. Mintz, Sr. in and for the County of New Hanover, and State of North Carolina, is adjudged to be correct. Let the said instrument and certificates, together with this certificate, be registered. Drawn by Yow & Yow, Attys.

This 15 day of July A.D. 1960.

Lois C. LeRay, Deputy
Clerk Superior Court.

Received and recorded the 15th day of
July 1960 at 5-30 P.M. and verified.

R. L. Black
Register of Deeds.

H. F. HALL ET AL : STATE OF NORTH CAROLINA :
RESTRICTIONS FOR FOREST PARK : COUNTY OF NEW HANOVER : RESTRICTIONS FOR FOREST PARK,
HARNETT TOWNSHIP, NEW HANOVER COUNTY

THIS DECLARATION, made this the 27 day of July, 1960, by and between H. F. Hall and wife, Mae A. Hall and Avgerinos V. Saffo and wife, Despina Saffo, H. B. Ludlum and wife, Sara G. Ludlum, J. V. Tomberlin and wife, Rose N. Tomberlin, Wilmar D. Edens and wife, Rosa R. Edens, Henry P. Wierse and wife, Bertha Lee Wierse.

WITNESSETH:

THAT WHEREAS, the said H. F. Hall and wife, Mae A. Hall and the said Avgerinos V. Saffo have placed on record in the New Hanover County Registry a map showing an area designated as

Forest Park, said area so designated lying and being in Harnett Township, County of New Hanover, State of North Carolina; and

WHEREAS, the said parties caused to be recorded certain restrictions affecting all lots in Forest Park, which restrictions have been duly recorded in Book 660, Page 432, of the Records of New Hanover County; and H. B. Ludlum and wife, Sara G. Ludlum, J. V. Tomberlin and wife, Rose N. Tomberlin, Wilmar D. Edens and wife, Rosa R. Edens, Henry P. Wierse and wife, Bertha Lee Wierse, have since acquired ownership to said lot or lots in Forest Park; and whereas all owners of lots in Forest Park subdivision desire to amend the restrictions,

NOW, THEREFORE, the parties hereto do hereby covenant and agree to and with all persons, firms, or corporations, hereafter acquiring lots in Forest Park, their heirs, successors and assigns, that the lots as shown on the official map of Forest Park are hereby subjected to the following restrictions hereinafter made applicable to all of said lots in said subdivision as to the respective uses thereof, such restrictions to run with said lots by whomsoever owned:

1. All lots shall be used for residential purposes only. No structure shall be erected, altered, placed on or permitted to remain on any lot in this sub-division other than one detached single family dwelling not to exceed 2 1/2 stories in height and a private garage. No trailer, base-ment, tent, shack, garage, barn or other out-building shall at any time be used as a residence.

2. No building shall be located on any lot nearer than fifty feet to the front street line and nearer than ten feet to an adjacent property line.

3. No lot shall be re-subdivided unless such part of the sub-divided lot becomes a part of a whole lot, and the remainder of the sub-divided 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 in this development, nor shall any use be made of any portion of a lot in this development which shall become an annoyance or nuisance to the neighborhood.

5. The design of the buildings which shall be erected or moved on to any lot in this sub-division shall be subject to the approval of Avgerinos V. Saffo, one of the developers of this sub-division. In the event of failure to approve or disapprove the design of a proposed structure within a period of ten days after placing same in the hands of Avgerinos V. Saffo it shall act as a waiver of this restriction and be considered as actual approval provided the design of the proposed building is in harmony with the existing structures in this development.

In any case and in all instances, with or without approval, no dwelling shall be constructed on a lot in this development having an interior floor area of less than 1000 square feet.

6. These covenants and restrictions are to run with the land and shall be binding on all parties or persons claiming under the developers of this sub-division.

7. If any persons or parties shall violate or attempt to violate any of the covenants here-in contained, then it shall be lawful for any other person or persons owning any real property situate in said development to prosecute any proceeding by law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to restrain, or prevent him or them from so doing or to recover damages for each violation.

8. These covenants and restrictions shall be binding until November 1, 1980, at which time the said covenants shall be automatically extended for successive periods of ten years, unless by avvote of the majority of the owners of the lots it is agreeable to change the said covenants in whole or in part, or to cancel same.

9. The invalidation of any of these covenants or restrictions by judgment or court order shall not affect any of the other provisions, and same shall remain full full force and effect.

10. That until such time as municipal sewerage is available sewerage disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health.

The Declaration of Restrictions herein first above referred to as being recorded in Book 660, at page 432, of the Records of New Hanover County, are hereby cancelled, annulled and vacated, and the restrictions contained in this declaration shall be the sole restrictions affecting said prop-erty and to the extend herein provided, the parties hereto execute this declaration of restrictions for the purpose of agreeing to the cancellation, annulment and vacating of the prior restrictions placed against said property as hereinabove referred to.

IN WITNESS WHEREOF, the said H. F. Hall and wife, Mae A. Hall and Avgerinos V. Saffo and wife Despina Saffo, H.B. Ludlum and wife, Sara G. Ludlum, J. V. Tomberlin and wife, Rose R. Tomberlin, Wilmar D. Edens and wife, Rosa R. Edens, Henry P. Wierse and wife, Bertha Lee Wierse have hereunto set their hands and seals the day and year first above written.

H.F. Hall (Seal)
H. F. Hall

Mae A. Hall (Seal)
Mae A. Hall

Avgerinos V. Saffo (Seal)
Avgerinos V. Saffo

Despina Saffo (Seal)
Despina Saffo

H. B. Ludlum (Seal)
H.B. Ludlum

Sara G. Ludlum (Seal)
Sara G. Ludlum

J. V. Tomberlin (Seal)
J. V. Tomberlin

Rose N. Tomberlin (Seal)
Rose N. Tomberlin

Wilmar D. Edens (Seal)
 Wilmar D. Edens :
 :
 Rose R. Edens (Seal)
 Rose R. Edens :
 :
 H. P. Wierse (Seal)
 Henry P. Wierse :
 :
 Bertha Lee Wierse (Seal)
 Bertha Lee Wierse :

STATE OF NORTH CAROLINA :
 COUNTY OF NEW HANOVER :

I, J.T. Carroll, Jr. a Notary Public in and for the State and County aforesaid, do hereby certify that H. F. Hall and wife, Mae A. Hall personally appeared before me this day and each acknowledged the due execution of the annexed instrument for the purposes therein expressed. Witness my hand and seal this 28 day of July, 1960.

Notarial Seal
 My comm. expires June 31, - 62.

J. T. Carroll, Jr.
 Notary Public.

STATE OF NORTH CAROLINA :
 COUNTY OF NEW HANOVER :

I, J.T. Carroll, Jr. a Notary Public in and for the State and County aforesaid, do hereby certify that Avgerinos V. Saffo and wife, Despina Saffo personally appeared before me this day and acknowledged the due execution of the annexed instrument for the purposes therein expressed. Witness my hand and seal this 28 day of July, 1960.

Notarial Seal
 My comm. expires June 31, - 60

J. T. Carroll, Jr.
 Notary Public.

STATE OF NORTH CAROLINA :
 COUNTY OF NEW HANOVER :

I, Helen Lovering, a Notary Public in and for the State and County aforesaid, do hereby certify that H. B. Ludlum and wife, Sara G. Ludlum personally appeared before me this day and each acknowledged the due execution of the annexed instrument for the purposes therein expressed. Witness my hand and seal this 28th day of July, 1960.

Notarial Seal
 My comm. expires Dec. 11, 1960

Helen Lovering
 Notary Public.

STATE OF NORTH CAROLINA :
 COUNTY OF NEW HANOVER :

I, Helen Lovering, a Notary Public in and for the State and County aforesaid, do hereby certify that J. V. Tomberlin and wife, Rose N. Tomberlin personally appeared before me this day and each acknowledged the due execution of the annexed instrument for the purposes therein expressed. Witness my hand and seal this 28th day of July, 1960.

Notarial Seal
 My comm. expires Dec. 11, 1960.

Helen Lovering
 Notary Public.

STATE OF NORTH CAROLINA :
 COUNTY OF NEW HANOVER :

I, Helen Lovering, a Notary Public in and for the State and County aforesaid, do hereby certify that Wilmar D. Edens and wife, Rosa R. Edens personally appeared before me this day and each acknowledged the due execution of the annexed instrument for the purposes therein expressed. Witness my hand and seal this 28th day of July, 1960.

Notarial Seal
 My comm. expires Dec. 11, 1960

Helen Lovering
 Notary Public.

STATE OF NORTH CAROLINA :
 COUNTY OF NEW HANOVER :

I, Helen Lovering, a Notary Public in and for the State and County aforesaid, do hereby certify that Henry P. Wierse and wife, Bertha Lee Wierse personally appeared before me this day and each acknowledged the due execution of the annexed instrument for the purposes therein expressed. Witness my hand and seal this 28th day of July, 1960.

Notarial Seal
 My comm. expires Dec. 11, 1960.

Helen Lovering
 Notary Public.

STATE OF NORTH CAROLINA :
 NEW HANOVER COUNTY :

The foregoing certificates of J.T. Carroll, Jr. and Helen Lovering Notaries Public of New Hanover County are adjudged to be correct. Let the instrument with the certificates be recorded. This the 28 day of July, 1960.

Dr. by P.M.B. & Williams

Ethel A. Brown, Deputy
 Clerk Superior Court.

Received and recorded the 28th day of
 July 1960 at 4-30 P.M. and verified.

N. L. Black
 Register of Deeds.