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THIS INSTRUMENT DRAFTED BY.

John H. Box  
(SIGNATURE OF DRAFTSMAN)

WACHOVIA BANK AND TRUST COMPANY, N.A.

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

ASSIGNMENT OF LEASES, RENTS, AND PROFITS

THIS ASSIGNMENT, made this 29 day of December, 19 78, by and between

N & B SOUTH INVESTMENT COMPANY, A General Partnership

\_\_\_\_\_ (hereinafter called "Assignor")  
to WACHOVIA BANK AND TRUST COMPANY, N.A., a national banking association with its principal office and place of business at Winston-Salem, North Carolina (hereinafter called "Assignee").

WITNESSETH: For value received and as additional security for the loan hereinafter mentioned, Assignor hereby sells, transfers and assigns unto Assignee, its successors and assigns all the right, title, and interest of Assignor in and to the rents, issues, profits, revenues, royalties, rights, and benefits, from the following described property:

(Insert below description of real estate appearing in deed of trust or mortgage)

See EXHIBIT A Attached Hereto and Incorporated Herein by Reference

And to that end Assignor hereby assigns and sets over unto Assignee, its successors and assigns, all leases of said premises now made, executed, or delivered, whether written or verbal, or to be hereafter made as said leases may have been, or may from time to time be hereafter modified, extended and renewed, be the same written or verbal, with all rents, income, and profits due and becoming due thereon and all security deposits held in connection therewith, including specifically, without limiting the generality hereof, the following leases:

Lease dated the 15th day of December, 1978, by and between N & B South Investment Company, a General Partnership, Lessor, and New York Carpet World of North Carolina, Inc., Lessee.

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And Assignor does hereby authorize and empower Assignee to collect the said rents, issues, profits, revenues, royalties, rights, and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as may now be due or shall hereafter become due to Assignee, upon demand for payment thereof by Assignee. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the deed of trust or mortgage herein mentioned, or default in the payment of any other sums secured by said deed of trust or mortgage, or default in meeting the terms and conditions appearing in said deed of trust or mortgage, or after the filing of a petition against Assignor in receivership, bankruptcy or proceeding in arrangement, whether it be voluntary or involuntary, or upon adjudication of Assignor in receivership, bankruptcy or proceeding in arrangement; and until such demand is made, Assignor is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights, and benefits; but that such privilege to collect or continue collecting, as aforesaid by Assignor shall not operate to permit the collection by Assignor, his heirs, executors, administrators, or assigns, of any installment of rent in advance of the date proscribed in said lease or leases for the payment thereof, without the prior written consent of the Assignee. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the leases in any bankruptcy, insolvency, or reorganization proceedings in any State or Federal court, and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The term of this assignment shall be until the certain note(s) and deed(s) of trust or mortgage(s) (or any extension or renewal thereof) dated December 29, 1978, made, executed, and delivered by

N & B South Investment Company, a General Partnership

to WACHOVIA BANK AND TRUST COMPANY, N.A., covering the above described property for the sum of One Million One

Hundred Sixty-Six Thousand Five Hundred and no/100----- Dollars (\$ 1,166,500.00-----)

shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which times this assignment is to be fully satisfied, cancelled and released, and the releasing of said deed of trust or mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and deed of trust or mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said deed of trust or mortgage.

The Assignor, in the event of default in performance of any of the terms and conditions of said note and deed of trust or mortgage hereby authorizes the Assignee, at its option, to enter and take possession of the above described premises and the improvements situate thereon and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as Assignee, in its discretion, may deem proper.

In the event (i) Assignee shall elect to exercise the right of entry granted herein or (ii) the premises herein described shall be sold through foreclosure, Assignor shall turn over to Assignee or to the purchaser at any foreclosure sale the security deposits held by Assignor, its agents or employees, pursuant to the leases herein assigned. Provided, however, Assignor shall not be obligated to deliver the security deposits unless and until Assignor shall have received the written undertaking of Assignee or purchaser to apply the security deposits to the purposes specified in the leases, in accordance with the terms and conditions thereof, to the extent that funds sufficient for such purposes shall be turned over to Assignee or purchaser by Assignor.

The receipt by the Assignee of any rents, issues, or profits pursuant to this instrument after the institution of foreclosure proceedings under said deed of trust or mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights, and benefits, and it is understood that said Assignee is to account only for such sums as are actually collected, and Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management, or repair of said premises upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair, or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Assignor covenants and represents that:

- (i) Assignor has full right and title to assign said leases and the rents, issues, profits, revenues, royalties, and benefits due or to become due thereunder;
- (ii) the terms of said leases have not been changed from the terms in the copies of said leases submitted to Assignee for approval;
- (iii) no other assignment of any interest therein has been made;
- (iv) there are no existing defaults under the provisions thereof;
- (v) there has been no anticipation or prepayment of any rents by any tenants occupying the above described premises or by any of the lessees in any of the said leases;
- (vi) Assignor will not hereafter cancel, surrender, or terminate any of said leases, exercise any option which might lead to such termination, or change, amend, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them, without the prior written consent of Assignee; and
- (vii) security deposits made or to be made with respect to leases of the hereinabove described premises shall be deposited to and kept in a separate bank account maintained by Assignor for that purpose in the name of the project and designated as the account for the deposit of security deposits and Assignor shall provide to Assignee within 30 days of the end of Assignor's fiscal year a written verification of the amount of security deposits maintained in said account together with a list of the leases with respect to which said deposits are maintained.

Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations, and provisions contained herein by Assignor shall be deemed a default under the terms of said note and deed of trust or mortgage.

Default by Assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said note and deed of trust or mortgage. Any expenditures made by Assignee in curing such a default on the Assignor's behalf, with interest thereon at the rate provided for in said note and deed of trust or mortgage, shall become part of the debt secured by these presents.

IT IS UNDERSTOOD AND AGREED that neither the existence of this assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights, and benefits hereunder, shall be construed as a waiver by Assignee, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note(s) and deed(s) of trust or mortgage(s) for which this assignment is given as additional security.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors, and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the deed of trust or mortgage referred to herein.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal the day and year first above written.

N & B SOUTH INVESTMENT COMPANY,  
A General Partnership

By Irving Nusbaum (SEAL)  
Irving Nusbaum, Trustee under Agreement with  
Irving Nusbaum, dated May 4, 1977, General  
Partner as Manager of the Partnership on behalf  
of the Partnership pursuant to Paragraph 9 of  
the Partnership Agreement dated November 15, 1978

State of Michigan -- County of Wayne

I, Marilyn Carlson, a Notary Public of the aforementioned  
County and State, do hereby certify that Irving Nusbaum, Trustee under Agreement with  
Irving Nusbaum, dated May 4, 1977, General Partner, as Manager of the Partnership on  
behalf of the Partnership pursuant to Paragraph 9 of the Partnership Agreement, dated  
November 15, 1978, personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument for and on behalf of the said partnership.

Witness my hand and official seal, this the 22nd day of December,  
1978.  
(Notarial Seal or Stamp)

My Commission Expires:

February 13, 1979

Marilyn Carlson  
Marilyn Carlson, Notary Public, Wayne County,  
Michigan

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N & B SOUTH INVESTMENT COMPANY,  
A General Partnership

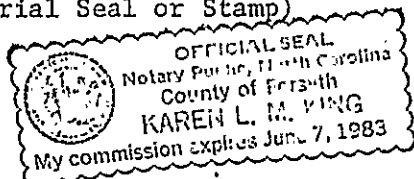
By *Irving Nusbaum* (SEAL)  
Irving Nusbaum, Trustee under Agreement with  
Irving Nusbaum, dated May 4, 1977, as a General  
Partner of the Partnership, and Irving Nusbaum,  
both individually and as Trustee under Agreement  
with Irving Nusbaum, dated May 4, 1977, as  
Manager of the Partnership on behalf of the  
Partnership pursuant to Paragraph 9 of the  
Partnership Agreement, dated November 15, 1978

STATE OF NORTH CAROLINA, COUNTY OF FORSYTH

I, *Karen L. M. King*, a Notary Public of said County  
and State, do certify that Irving Nusbaum, Trustee under Agreement with Irving  
Nusbaum, dated May 4, 1977, as a General Partner of the Partnership, and Irving  
Nusbaum, both individually and as Trustee under Agreement with Irving Nusbaum, dated  
May 4, 1977, as Manager of the Partnership on behalf of the Partnership pursuant to  
Paragraph 9 of the Partnership Agreement, dated November 15, 1978, personally  
appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and official seal or stamp, this 29 day of  
December, 19 78.

(Notarial Seal or Stamp)



My Commission Expires:

*June 7, 1983*

*Karen L. M. King*  
Notary Public

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of *Marilyn Carlson, N.P., Wayne Co.,*  
*Michigan; Karen L. M. King, N.P., Forsyth Co., N.C.*  
(here give name and official title of the officer signing the certificate placed upon)  
is (are) certified to be correct. This the 29 day of Dec. 19 78.

Probate fee \$1.00 paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

DEC 29 10 21 AM '78

EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.

*JB. \$13.00 pd.*

Eunice Ayers, Register of Deeds

By *Jeanne Smith* Deputy-Assistant

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EXHIBIT A

PARCEL 1:

468 Weaverville Road, Asheville, North Carolina, said parcel located in the township of Reems Creek, County of Buncombe, State of North Carolina, described as follows:

BEGINNING at an iron in the northwest right-of-way line of Old U.S. Highway 19 and 23 (Asheville-Weaverville Highway) at the easternmost corner of the Henry Baird (home tract); running thence with Baird's northeast line, North 47° 02' West 285.50 feet to an iron in the southeast right-of-way of U.S. Highway 19 and 23 bypass; thence with said right-of-way, North 55° 19' East 184.00 feet to an iron; thence South 54° 56' East 176.90 feet to an iron in the northwest right-of-way line of Old U.S. Highway 19 and 23 (Asheville-Weaverville Highway) said iron being located south-westwardly along said right-of-way line 258.2 feet from its intersection with the right-of-way of New Stock Road; thence with said right-of-way the following four courses and distances; South 27° 37' West 18.93 feet to an iron, South 25° 51' West 55.95 feet to an iron, South 23° 09' West 55.00 feet to an iron, South 22° 07' West 86.35 feet to the point and place of BEGINNING, containing 1.01 acres and being the same property as shown on map of survey prepared by J. Glenn Haynes, surveyor, dated December 14, 1978. Said plat of survey being titled property of N & B South Investment Company

PARCEL 2:

464 Western Boulevard, Jacksonville, North Carolina, said parcel being located in Jacksonville Township, County of Onslow, State of North Carolina, and being described as follows:

BEGINNING at the point of intersection of the easternmost right-of-way of Western Boulevard, and the southernmost right-of-way of Commerce Road as shown on map recorded entitled Commerce Office Park, recorded in map book 13 on page 17 of the Onslow County Registry; thence from said point of beginning and with the southernmost right-of-way of Commerce Road, North 48° 23' East 10.53 feet to a point of curvature in said right-of-way; thence with said right-of-way along the arc of a curve having a radius of 507.47 feet a distance of 239.48 feet in a northeastwardly direction to a point in said right-of-way; thence leaving said right-of-way, South 31° 16' East 218.91 feet

to a point; thence South 50° 40' West 207.73 feet to a point in the easternmost right-of-way of Western Boulevard; thence with said right-of-way along the arc of a curve having a radius of 2027.87 feet a distance of 151.74 feet in a northwestwardly direction to the point and place of BEGINNING, being the same property as shown on map of survey, prepared by James E Stewart and Associates, Inc., dated December 18, 1978 entitled N & B South Investment Co.

PARCEL 3:

605 Broad Avenue, Rockingham, North Carolina, said parcel being located in Richmond County, State of North Carolina:

BEGINNING at an iron stake in the southeastern right-of-way line of Halifax Street (50 foot right-of-way) at its point of intersection with the southwest line of a 20 foot alley, a said iron stake being the northern most corner of Lot 15, Map of Leak Realty Company, recorded in Plat Book 13, at page 87, Richmond County Registry; running thence with said alley South 47° 30' East 159.0 feet to an iron stake; thence South 37° 09' West 231.5 feet to an iron stake in the northeastern right-of-way line of U.S. Highway #74 (150 foot right-of-way); thence with said right-of-way line, North 53° 05' West 113.2 feet to an iron stake; thence North 15° 21' West 47.7 feet to an iron stake in a southeastern right-of-way line of Halifax Street; thence with said right-of-way line North 35° 13' East 219.8 feet to the point and place of BEGINNING, being known and designated as Lots 15, 16, 17 Map of Leak Realty Company, recorded in Plat Book 13, page 87 Richmond County Registry, and being the same property as shown on map of survey prepared by T. Berry Liles, dated December 19, 1978, entitled N & B South Investment Co.

PARCEL 4:

Access Road, I-85 and Highway 52, Salisbury, North Carolina, said parcel being located in Salisbury Township, Rowan County, North Carolina, being more particularly described as follows:

BEGINNING at an iron pipe in the southeast right-of-way line of I-85 Service Road the northernmost corner of property of Earnhardt Investment Company; thence with said right-of-way line North 52° 15' East 138.44 feet to an iron and continuing with said right-of-way line, North 52° 36' East 36.56 feet to an iron at the westernmost corner of property of Palmetto Motels-Tar Hill Inns, Inc.; thence

with southwest line of said property, South 42° 49' East 150.0 feet to an iron continuing with a north-west line of property of Palmetto Motels-Tar Hill Inns, Inc., South 52° 18' West 175.0 feet to an iron in the northeast line of Earnhardt Investment Company; thence with said northeast line, North 42° 49' West 150.0 feet to the point and place of BEGINNING, being the same property as shown on Map prepared by Hudson and Almond, dated December 11, 1978, entitled "Map prepared for N & B South Investment Company."

PARCEL 5:

5321 Oleander Drive, Wilmington, North Carolina, said parcel being located in Harnett Township, New Hanover County, North Carolina:

Tract 1:

BEGINNING at an old iron pipe in the northern right-of-way line of Oleander Drive (U.S. Highway 76, 50 feet from the center line thereof), said point being 165 feet easterwardly from a culvert under said Oleander Drive, said culvert being about 400 feet easterwardly from the centerline of Hawthorne Drive (54th Street-State Road #1448); running thence from said beginning point, North 32° 49' East 913.1 feet to an old iron pipe in the edge of a dirt road, said point being in the northern line of the formerly C.C. Williamson land, and the southern line of the formerly George R. French land; running thence along said dividing line, South 66° 23' East 125.0 feet to an old iron pipe; thence South 32° 47' West 848.7 feet to an iron pipe in the northern right-of-way line of Oleander Drive (50 feet from the center line thereof); running thence along the northern right-of-way line of said Oleander Drive, South 88° 30' West 149.92 feet to the point of BEGINNING, the same being a portion of the aforementioned C.C. Williamson land, the same also being that tract of land conveyed or purported to be conveyed by Fred T. Usrey and wife, Ethel B. Usrey to Builders Discount Supply House by deed dated October 6, 1966 and duly recorded in Book 799, at page 157 of the New Hanover Registry. The same described property as that shown on Title Survey entitled "A. L. Fosters Salem Carpet Tract" prepared by George Losak, dated December 5, 1978.

Tract 2:

BEGINNING at an iron in the North right-of-way line of Oleander Drive at the southeast corner of the above described Tract 1; running thence with the East line of said tract, North 32° 47' East 76.4 feet to a point; thence South 09° 59' 30" West 64.42 feet to an iron in the North right-of-way of Oleander Drive; thence with said right-of-way

line, South 88° 30' West 30.2 feet to the point and place of BEGINNING.

NOTE: This Tract 2 is specifically excluded from the warranties set forth in this Deed of Trust.

PARCEL 6:

3435 Myer-Lee Drive, Winston-Salem, North Carolina, said property being located in Winston Township, Forsyth County, North Carolina more particularly described as follows:

BEGINNING at an iron in the northwest right-of-way line of Myer-Lee Drive at the southernmost corner of property of Mrs. L.V. Myers (see Deed Book 694, page 24); running thence with her line, North 26° 58' West 367.95 feet to an iron; thence South 63° 32' West 100.0 feet to an iron; thence South 26° 58' East 367.95 feet to an iron in the northwest right-of-way line of the aforementioned street; thence with said right-of-way, North 63° 32' East 100.0 feet to the point and place of BEGINNING, containing 0.844 acres and being the same property as shown on map entitled N & B South Investment Company, prepared by Otis A. Jones, dated December 20, 1978.

PARCEL 7:

Highway 501 West, Myrtle Beach, South Carolina, said property being located in Horry County, South Carolina, and begin more particularly described as follows:

ALL AND SINGULAR that certain piece, parcel or lot of land situate, lying and being in Conway Township, County and State aforesaid, containing 0.85 acres as shown by map by J.F. Thomas, R.L.S., dated November 6, 1973, and recorded in Deed Book 503 at page 889, office of the Clerk of Court for Horry County, South Carolina, being the same property as shown on Map entitled Map of 0.85 acres in Conway Township, Horry County SC surveyed for Salem Carpet Mills, Inc., dated December 13, 1978, prepared by J.T. Barfield, Jr., more particularly described as follows:

BEGINNING at a pipe in the northeast line of Waccamaw Clay Products at the westernmost corner of Canal Development, Inc. and Waccamaw Lumber Corporation, running thence with the northeast line of Waccamaw Clay Products North 47° West 125.4 feet to a pipe in the southeast line of a 60-foot road; thence with said road North 49° 15' East 299.2 feet to a pipe in the southwest line of an access highway; thence with said access highway South 44° 32' East 125 feet to a pipe, the northernmost corner of Canal Development, Inc. and

Waccamaw Lumber Corporation; thence with the northwest line of said Canal Development, Inc., et al South 49° 15' West 293.7 feet to the BEGINNING.

PARCEL 8:

408 Stagecoach Road, Bristol, Virginia, said property being located in Wilson Magisterial District of the City of Bristol, County of Washington, Virginia, being more particularly described as follows:

BEGINNING at an iron pin on the southeast side of a service road, corner to property of Hassan Heights, Inc.; thence South 51° 21' 50" East 200.0 feet to an iron; thence South 51° 22' West 149.52 feet to an iron pin; thence North 51° 21' 50" West 200.0 feet to an iron pin in a service road which leads to Virginia State Road #658; thence with the said road, North 48° 32' 40" East 115.0 feet to a concrete marker; thence continuing with said road North 60° 43' East 35.02 feet to the point of BEGINNING, being the same property as shown on plat of survey prepared by Charles D. Clark and Associates dated December 12, 1978.

PARCEL 9:

Highway 250 East Charlottesville, Virginia, said property being located in Albemarle County, Virginia, and being more particularly described as follows:

Tract 1:

BEGINNING at a point in the North right-of-way line of U.S. Route 250 228.3 feet East of the northeastern intersection of State Route 20 and U.S. Route 250 East; thence North 07° 17' 27" East 225.00 feet to a point; thence South 83° 27' 03" East 125.00 feet to a point; thence South 07° 17' 27" West 225.0 feet to a point; thence North 83° 27' 03" West 125.00 feet to the BEGINNING, and being the same property as shown on plat of survey prepared by B. Aubrey Huffman and Associates, dated December 5, 1978, and described on said plat as Lot A, Wilton.

Tract 2:

A perpetual easement 11 feet in width as shown and described on plat made by B. Aubrey Huffman and Associates, dated December 5, 1978, which easement is located on the West side of the property line between Lots A and B as shown on said plat which is appurtenant to Lot A. Said easement is the same as conveyed to Salem Carpet Mills, Inc. by Deed dated October 30, 1973 recorded in Deed Book 540, page 513.

PARCEL 10:

Route #11, Harrinonburg, Virginia, said property being located in Ashby District, Rockingham County, Virginia, and being more particularly described as follows:

BEGINNING at an iron pin in the eastern line of U.S. Route 11 corner of Texaco Service Station property; thence with the eastern line of U.S. Route 11, North 30° 27' East 100.0 feet to an iron pin; thence with land of Bill V. Neff, South 59° 45' East 300.0 feet to an iron pin; thence South 30° 27' West 100.0 feet to an iron pin in a fence line; thence with said fence line North 59° 45' West 300.0 feet to the BEGINNING, being the same property as shown on map prepared by Robert F. Jellum, dated December 15, 1978.

PARCEL 11:

7338 Williamson Road, Northwest, Roanoke, Virginia, said property being located in Roanoke County, Virginia, and being more particularly described as follows:

BEGINNING at an iron stake on the northerly side of U.S. Highway #11 (80 feet wide), 438.0 feet West of the new right-of-way line of secondary highway #601 (Plantation Road), said point being a corner to the property of Consolidated Investors of Virginia, Inc., thence leaving the above described beginning point and with the northerly side U.S. Highway #11 with a curved line to the right having a radius of 5,689.58 feet a chord bearing and distance, South 71° 06' 05" West 86.64 feet and an arc distance of 86.64 feet to an iron stake; thence South 77° 47' 32" West 10.67 feet to an iron stake a corner to Emory Engle; thence leaving U.S. Highway #11 and with the line of said Engle, North 28° 33' 50" West 346.61 feet to an iron stake; thence North 56° 44' 18" East 80.91 feet to an iron stake to the line of Nelson Dehart; thence with same South 46° 05' East 47.35 feet to an iron stake; thence North 51° 30' East 132.86 feet to an iron stake; thence South 39° 54' East 81.38 feet to an iron stake; thence South 29° 00' East 41.20 feet to an iron stake a corner to Consolidated Investors of Virginia, Inc.; thence with same South 70° 01' 37" West 150.0 feet to an iron stake; thence South 29° 00' East 250.0 feet to the point of BEGINNING, as shown on plat of survey prepared by Buford T. Lumsden and Associates, P.C. Engineers and Surveyors, dated December 6, 1978.

PARCEL 12:

Interstate 81 at Mint Spring Road, Staunton, Virginia, said property being located in River

Heads district Augusta County, Virginia and being more particularly described as follows:

BEGINNING at a nail in the center of the right-of-way of Route 800 located northwardly 850 feet from its intersection with Route 654; thence North  $71^{\circ} 00'$  West 15.0 feet to an iron pin in the West right-of-way line of Route 800; thence South  $54^{\circ} 00'$  West 34.69 feet to an iron a corner with Hite, et al; thence with Hite's northeast line, North  $58^{\circ} 45'$  West 112.73 feet to an iron and continuing with said line North  $58^{\circ} 34'$  West 240.00 feet to an iron; thence another line with Hite, et al, North  $30^{\circ} 59'$  East 103.60 feet to an iron; thence another line with Hite, et al, the following two courses and distances; South  $61^{\circ} 51' 30''$  East 240.00 feet to an iron, and South  $59^{\circ} 36'$  East 123.40 feet to a nail in the center of the right-of-way of route 800, thence with the center of said right-of-way, South  $19^{\circ} 00'$  West 86.0 feet to the point and place of BEGINNING, containing 0.96 acres, being the same property as shown on Plat prepared by Robert E. Funk, dated December 5, 1978.

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