

mail Chris Leak
To: P.O. Box 1242
Clemmons, NC 27012

BK1737 P0576

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Prepared By: Charles C. Green, Jr.

NORTH CAROLINA)
FORSYTH COUNTY)

WARRANTY DEED

THIS DEED made this 10th day of January, 1992, by and between the CITY OF WINSTON-SALEM, a municipal corporation of North Carolina, hereinafter called GRANTOR; and DAVID H. HICKMAN AND CHRISTOPHER B. LEAK, D/B/A C & D ENTERPRISES, of Forsyth County, North Carolina, hereinafter called GRANTEES;

W I T N E S S E T H :

THAT GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION (\$10.00 & OVC) to it in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain, sell, convey and confirm unto GRANTEE and its successors and assigns, premises in Winston Township, Forsyth County, North Carolina, described as follows:

ALL OF LOT NO. 24 as shown on that map entitled "EAST WINSTON COMMUNITY DEVELOPMENT AREA, AMENDED SECTION NO. 3" as recorded in Plat Book 34, Page 56, in the office of the Register of Deeds of Forsyth County, reference to which plat is hereby made for a more particular description.

Lot 24 of Tax Block 6227

UPON CONDITION and provided always that if, subsequent to this conveyance and prior to GRANTOR'S issuance of its certificate of completion of improvements as is hereinafter specified:

(1) GRANTEES shall default in or violate his obligation with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months [six (6) months, if the default is with respect to the date for completion of the improvements] after written demand by GRANTOR so to do; or

(2) GRANTEES shall fail to pay ad valorem taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the contract between GRANTOR and GRANTEES, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions satisfactory to GRANTOR made for such payment, removal, or discharge, within ninety (90) days after written demand by GRANTOR so to do; or

(3) there is, in violation of the contract between GRANTOR and GRANTEES, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the GRANTEES, or with respect to the identity of the parties in control of the GRANTEES or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by GRANTOR to the GRANTEES, then GRANTOR shall have the right to re-enter and take possession of the property and to terminate (and re-vest in GRANTOR) the estate herein conveyed, it being the intent of this provision, together with other provisions of the contract between GRANTOR and GRANTEES, that this conveyance be made upon a condition subsequent to the effect and in the event of any default or failure or violation or other action or inaction by GRANTEES as specified in subdivisions

GOVERNMENT

(1), (2) and (3), above, failure on the part of GRANTEES to remedy or end or abrogate such default or failure or violation or other action or inaction, within the period and in the manner stated in such subdivisions, GRANTOR at its option may declare a termination in favor of GRANTOR of the title, and of all rights and interests in and to the property herein conveyed, and that such title and all rights and interests of GRANTEES, and his successors and assigns to and in the property, shall revert to GRANTOR: Provided, that such condition subsequent and any revesting of title as a result thereof in GRANTOR

(1) Shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, (i) the lien of any mortgage authorized by the contract between GRANTOR and GRANTEES and (ii) any rights or interests provided in the contract between GRANTOR and GRANTEES for the protection of the holders of such mortgages; and

(2) Shall not apply to individual parts or parcels of the property (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed have been completed in accordance with the contract between GRANTOR and GRANTEES and for which a certificate of completion is issued therefor.

This conveyance is made subject to all covenants, restrictions and conditions as are specified in Exhibit A to that deed recorded in Deed Book 1665 at page 3083 consisting of eight (8) pages and incorporated herein by reference as if fully set out herein. This conveyance is also subject to the following conditions and restrictions: There shall be erected no fence, confine, paling, palisade, picketing, weir, rail balustrade, wall, garden wall, parapet, espalier, trellis, gate, ditch or water channel nearer to the front property line than are the respective rear corners of any dwelling house constructed on the premises; on any corner lot, there shall be erected no fence, confine, paling, palisade, picketing, weir, rail, balustrade, wall, garden wall, parapet, espalier, trellis, barrier, gate, ditch or water channel nearer to the property line of either street than such corner of any dwelling house constructed on the premises as is diametric to the corner of the said dwelling house facing the intersection of the said two streets; furthermore, none of the foregoing shall encroach on adjoining premises. All such conditions and restrictions and covenants attaching to and running with the land.

This property is also conveyed subject to all the terms of a contract entered into between GRANTOR and GRANTEES with respect to the use to which the said property will be put, the nature of the improvements to be constructed thereon, and the time within which such construction will be commenced, this contract, together with supporting plans for improvement, being on file in the offices of GRANTOR in the offices of its Community Development Department, Suite 310, 225 West 5th Street, Winston-Salem, N.C. 27101. Promptly after completion of the improvements in accordance with the said contract, GRANTOR shall furnish GRANTEES an appropriate instrument certifying to the satisfactory completion of the improvements and to the fact of GRANTEES' having fully acquitted itself of its said contractual obligation to redevelop the said property in accordance with the contract as aforesaid. Such certification shall be in a form recordable in the office of the Register of Deeds of Forsyth County. Such certificate and release deed shall nullify the condition subsequent and right of re-entry created hereinabove.

* * * THE SAID CONTRACTUAL OBLIGATION TO REDEVELOP SHALL BE, UNTIL IT IS PERFORMED AND UNTIL THE GRANTOR'S CERTIFICATE AS AFORESAID IS ISSUED, AN ENCUMBRANCE ON THE LAND HEREIN CONVEYED

* * * GRANTEES agree with reference to the above-described property or any part thereof that GRANTEES shall:

(1) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the

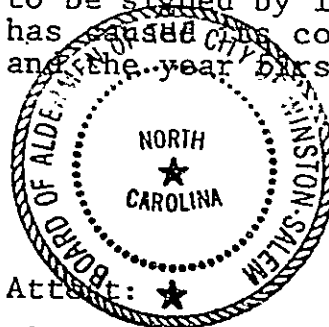
use or occupancy of the property or any improvements erected or to be erected thereon or on any part thereof; and this covenant shall be a covenant running with the land and shall be binding to the full extent permitted by law and equity for the benefit and in favor of and enforceable by (a) GRANTOR, its successors and assigns; (b) the owner of any other land or of any interest in such land within the East Winston Community Development Area; and (c) the United States, against GRANTEE and all successors in interest thereto, as to the property or any part thereof or any interest therein, and as to any party in possession or occupancy of the property or any part thereof; and

(2) Acknowledge that, in amplification and not in restriction of the foregoing provisions, it is intended and agreed that GRANTOR and its successors and assigns shall be deemed beneficiaries of the covenants, restrictions and conditions hereinabove referred to, and the United States shall be deemed a beneficiary of the covenant provided in the preceding paragraph, both for and in their or its own right, and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of GRANTOR and the United States for the entire period during which such covenants shall be in force and in effect without regard to whether GRANTOR or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. GRANTOR shall have the right, in the event of any breach of any such covenants, and the United States shall have the right, in the event of any breach of the covenants provided in the preceding paragraph, to exercise all the rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant to which it or any other beneficiary of such covenant may be entitled.

Authority for the undersigned officers of GRANTOR to execute this deed was conferred by resolution of its Board of Aldermen at a legal meeting of the said body held on the 9th day of December, 1991, and is in accord with the redevelopment plan approved by the City of Winston-Salem sometimes designated as East Winston Community Development Area, full details of which are on file in the offices of City-County Planning Board, City Hall, Winston-Salem, North Carolina 27101.

TO HAVE AND TO HOLD the above-described premises, with all of the appurtenances thereunto belonging or anywise appertaining, unto GRANTEES and its successors and assigns forever. And GRANTOR doth covenant that it is seized of the said premises in fee and hath the right to convey the same in fee simple on condition subsequent, as hereinbefore specified; that the said premises are free from encumbrances (with the exceptions hereinabove stated, if any); and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, GRANTOR has caused these presents to be signed by its Mayor, attested to by its City Secretary, and has caused its corporate seal to be affixed hereto, on the day and the year first hereinabove written.



CITY OF WINSTON-SALEM

By Martha S. Wood
Martha S. Wood, Mayor

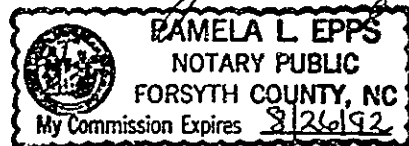
Attest: Marie M. Matthews
City Secretary

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NORTH CAROLINA)
)
FORSYTH COUNTY)

I, Pamela L. Epps, a notary public, certify that Marie M. Matthews, personally came before me this day and acknowledged that she is the City Secretary of the City of Winston-Salem, a municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by her as its City Secretary.

Witness my hand and notarial seal, this the 10th day of January, A.D., 1992.



Pamela L. Epps
Notary Public

My commission expires: August 26, 1992

NORTH CAROLINA)
FORSYTH COUNTY)

C, NC The foregoing certificate of Pamela L. Epps N.P. Forsyth is certified to be correct. This the 27 day of Feb, 1992.

STAMPS \$ _____

L. E. SPEAS, REGISTER OF DEEDS

Probate and Filing
Fee \$ _____ paid.

By James Halden
Deputy Assistant

PRESENTED FOR
REGISTRATION
AND RECORDED

'92 FEB 27 AM 11:46

L. E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.

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