Prepared By: E. Williams, Supervisor
Recreational Properties

STATE OF NORTH CAROLINA }
COUNTY OF IREDELL } BOOK 720 PAGE 112

THIS DEED, made this 7th day of August, 19 85,

from CRESCENT LAND & TIMBER CORP., a corporation organized under the laws of the State of South Carolina, hereinafter called "Grantor," to

SALLY FAYE AUSTIN (Divorced) and THOMAS LYNN OVERCASH (Divorced)

hereinafter called "Grantee" (whether one or more, individual or corporation);

WITNESSETH:

That the said Grantor in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said Grantee and Grantee's heirs, successors and assigns, all of that certain tract of land situate, lying and being in Iredell County, State of North Carolina, said land being more particularly described as follows:

BEING Lot 473 in Section 8, as shown on map recorded in Map Book 15 at page 82 in the office of the Register of Deeds for Iredell County

AND BEING a part of the property conveyed to Crescent Land & Timber Corp. by deed of Duke Power Company recorded in Book 481 at page 91 in the office of the Register of Deeds for said County.

This conveyance is made subject to the following easements, reservations, conditions and restrictions:

1. That said lot shall be used only for single family recreation and/or single family residence purposes;

2. That not more than one private single family residential dwelling, together with accessory buildings and facilities normally incident to a private single family residential home site shall be constructed upon the said lot;

3. Said lot shall not be used for business, commercial, industrial, condominium, apartment or other multi-family residential uses;

4. Subdivision of the land conveyed by this deed into two or more lots is expressly prohibited except where:

A. Every lot resulting from such subdivision shall contain at least 30,000 square feet in area; and

B. Every lot resulting from such subdivision, if any part of any boundary line of that lot is within one hundred fifty (150') feet distance from one of the Catawba River lakes, shall have a lake or water front width of seventy-five (75') feet or more. The lake or water front width shall be measured on a straight line between the two points at which the side lines of said lot intersect with Duke Power Company's lake property;

5. No part of any building shall be constructed nearer than ten (10') feet from any lot line or nearer than fifty (50') feet from the contour shown on the aforesaid map; provided, however, existing buildings located on the land conveyed hereby may remain where they are;

6. No trucks, trailers or other vehicles (other than permanently installed mobile homes) shall be placed upon said lot and used as a building;

7. No refuse, garbage, rubbish or waste of any kind shall be placed upon other lands, roadways, or waters adjoining said lot nor shall any refuse, garbage, rubbish or waste of any kind be placed upon or allowed to remain upon said lot;

8. No illegal, offensive or obnoxious use shall be made of said lot nor shall a nuisance be maintained thereon;

9. Grantee will construct and maintain in accordance with the requirements of local Health Departments and the State Board of Health, either an outside toilet or an inside sewage system and septic tank or an inside sewage system connected to a utility system meeting the aforesaid governmental requirements;

10. Grantee will not permit any use of the premises and buildings thereon by the general public for compensation or otherwise, provided that this provision shall not preclude normal visiting by and entertainment of Grantee's nonpaying guests, and provided further, that this provision shall not preclude Grantee's leasing his single family residential building to a third party for use in compliance with the restrictions herein contained;

11. Any water system used to supply said lot shall comply with the regulations of local Health Departments and the State Board of Health;

12. Grantor reserves unto Duke Power Company, its successors and assigns, an easement over a ten-foot (10') wide strip of land across said lot, said strip adjoining the road contiguous to said lot and said road being the road shown on the recorded map, for the installation, maintenance and operation of utilities, including electric, telephone, radio and television transmission cables, and other service facilities, together with the accessory right to locate guy wires, braces or anchors, and to cut, trim or remove trees and plantings wherever necessary upon said lot in connection with such installation, maintenance and operation;

13. Grantor reserves unto Duke Power Company, its successors and assigns, an easement for the maintenance and operation of any existing electric distribution lines that may be located upon said lot and not located in the ten foot (10') easement described above, together with the right to cut, trim or remove any trees and plantings wherever necessary in connection with such maintenance and operation;

14. Grantor reserves for itself, its successors and assigns, an easement over a ten-foot wide strip running along the inside of all side lot lines of said lot together with the right to, but not the obligation to, construct and maintain drainage ditches, slopes or storm sewers. In the event that Grantee has now a presently existing structure on said strip, then the strip shall detour around said structure (keeping within the aforesaid lot lines and having a ten-foot (10') width from the edge of the structure) and except for said detour, run along said side lot lines with said ten-foot width;

15. Grantor reserves unto Duke Power Company, its successors and assigns, the right to deposit by air upon the land herein conveyed any emissions arising from or associated with the operation of the electric power plant or plants now constructed or to be constructed on the Catawba River or its tributaries by the said Company;

16. No owner of said lot shall have any claim or cause of action against Grantor, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein except in cases of willful or wanton misconduct;

17. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation;

18. In the event Duke Power Company, its successors or assigns, hereinafter acquires title to the property conveyed hereby, none of the restrictions, easements, conditions, or reservations herein contained shall preclude or be construed to preclude said Company from using said property for any of the following purposes: (1) electric generating plant(s) including ancillary facilities for construction and operation of the electric generating plant(s); (2) electric substation(s) and transmission lines, together with necessary rights of way for the construction of said substation(s) and lines and ingress and egress thereto; (3) "Exclusion Area(s)" as now or hereinafter defined in 10 CFR § 100.3, as amended; (4) sewer line(s); and (5) water supply line(s); and

19. Every restriction, easement, condition and reservation set out herein or referred to herein is hereby declared to be independent of and severable from each other, and if any of same shall be held by a court of competent jurisdiction to be invalid or unenforceable all the remainder of said easements, conditions, reservations and restrictions shall continue unimpaired and in full force and effect.

20. If an existing access road crosses the lot herein conveyed, the right of ingress and egress over said road is reserved for the purchasers of recreational lots served by said road, their heirs, successors and assigns, and for Grantor, its successors and assigns, until such time as roadways are constructed within the road rights of way designated as access roads on the recorded maps of Grantor for the section and lot herein conveyed.

As part of the consideration for this conveyance, Grantee does hereby give and grant unto the Grantor, its successors and assigns, the right, privilege and option to purchase for the sum of Ten ($10.00) Dollars any right(s) of way for ingress and egress which may be acquired by Grantee, whether by operation of law or otherwise, over any lands of Grantor and any lands formerly of Grantor heretofore conveyed to others, except those rights of way for access shown upon the recorded maps of Grantor for the section and lot herein conveyed. This option shall remain in effect for a period of time equal to the period established in the Option to Purchase given by Grantee to Duke Power Company by instrument of even date herewith to be recorded. This option shall run with the land and shall be binding upon the Grantee, Grantee's heirs, successors and assigns.

As part of the consideration for this conveyance, Grantee hereby releases and forever quitclaims unto Grantor all Grantee's right, title and interest in and to any adjoining or nearby lands, the record title to which is in Grantor, except such interest in said adjoining or nearby lands as Grantee holds pursuant to a written instrument between Grantor and Grantee which instrument is still valid after the recording of this deed. By delivering and accepting this deed Grantor and Grantee acknowledge and agree that the Lease between them dated prior to the recording of this deed and including all or part of the land hereby conveyed is hereby terminated.

By accepting this deed Grantee signifies his understanding that Grantor specifically makes no promises, covenants, warranties or guarantees relative to:

1. The continued existence of any lake;

2. The purity or any other characteristic of the water in any lake;

3. The maintenance of any particular water level at any time or season in any lake;

4. Any right to use for any purpose or any right to access to the water of any lake; and

5. Any right to construct piers, docks, boathouses, or any other improvements of any sort except upon the land conveyed hereby in keeping with the aforesaid restrictions, easements, conditions and reservations.

By accepting this deed Grantee signifies his understanding that Duke Power Company has certain privileges and easements affecting the property hereby conveyed which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of the Catawba River and its tributaries upon and over said property, as more specifically described in the deed from Duke Power Company to the Grantor recorded in the office of the Register of Deeds in the aforesaid County.

TO HAVE AND TO HOLD the aforesaid tract of land and all privileges and appurtenances thereto belonging to said Grantee, and Grantee's heirs, successors and assigns, to their only use and behoof forever, except that this conveyance is made subject to the easements, reservations, conditions and restrictions set out above and to all other conditions, easements, reservations and restrictions of record.

And the said Grantor for itself and its successors and assigns covenants with the said Grantee and Grantee's heirs, successors and assigns, that it is seized of said premises in fee and has right to convey the same in fee simple; that the same is free and clear from all encumbrances and that it will warrant and defend said title to the same against the lawful claims of all persons whomsoever, except that this conveyance is made subject to the reservations, easements, conditions and restrictions set out above or of record and to the taxes for the current year which Grantee hereby assumes and agrees to pay.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officials this the day and year first above written.

ATTEST:

By _____
Assistant Secretary

CRESCENT LAND & TIMBER CORP.

By _____
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

BOOK 720 PAGE 115

I, Denise White, a Notary Public for the above State and County, hereby certify that Ethelene G. Williams personally came before me this day and acknowledged that she is Assistant Secretary of CRESCENT LAND & TIMBER CORP., a corporation, and that by authority duly given and as the act of said corporation, the foregoing and annexed instrument was signed in its name by Miles J. Boyer, its Vice President, sealed with its corporate seal and attested by herself as its Assistant Secretary.

WITNESS my hand and official seal, this the 7th day of August, 19 85.

Denise White
Notary Public

DENISE WHITE NOTARY PUBLIC CABARRUS COUNTY, N. C.

My Commission Expires: October 22, 1986

STATE OF NORTH CAROLINA -- Iredell County

The foregoing certificate (s) of Denise White a Notary Public of Cabarrus County N.C.

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Iredell County, North Carolina in Book 720, Page 112.

This 3 day of Sept., A.D., 1985 at 2:45 o'clock P. M.

L. L. Nesbit
REGISTER OF DEEDS

By: Barbara B. Davis
Deputy Register of Deeds

IC-1

Prepared By: E. Williams, Supervisor
Rec. tional Properties

BOOK 720 PAGE 121

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

OPTION TO PURCHASE

THIS AGREEMENT, made this 27th day of August, 1985, by and between

SALLY FAYE AUSTIN (Divorced) and THOMAS LYNN OVERCASH (Divorced)

hereinafter called "Seller" (whether one or more), and DUKE POWER COMPANY, a corporation organized under the laws of the State of North Carolina, hereinafter called "Purchaser";

WITNESSETH:

That the said Seller in consideration of the sum of Ten ($10.00) Dollars, receipt of which is hereby acknowledged, gives and grants to Purchaser and its successors and assigns, the option to purchase all of that certain tract of land situate, lying and being in Iredell County, State of North Carolina, said land being more particularly described as follows:

BEING Lot 473 in Section 8, as shown on map recorded in Map Book 15 at page 82 in the office of the Register of Deeds for Iredell County AND BEING a part of the property conveyed to Crescent Land & Timber Corp. by deed of Duke Power Company recorded in Book 461 at page 91 in the office of the Register of Deeds for said County; AND ALSO BEING the same property conveyed to Seller by deed from Crescent Land & Timber Corp. dated on or about the same date as this Option and recorded in the office of the Register of Deeds for said County.

This Option may be exercised by giving notice thereof to Seller within the time hereinafter set out. This Option may be exercised only if the land described herein is needed by Duke Power Company for any of the following purposes: (1) electric generating plant(s) including ancillary facilities for construction and operation of the electric generating plant(s); (2) electric substation(s) and transmission lines, together with necessary rights of way for the construction of said substation(s) and lines and ingress and egress thereto; (3) "Exclusion Area(s)" as now or hereinafter defined in 10 CFR § 100.3, as amended; (4) sewer line(s); and (5) water supply line(s) (A letter from the President of Duke Power Company, its successors or assigns, to Seller stating that said Company needs the said land for any of the above purposes shall be conclusive evidence of such need.). This Option may be exercised by the Purchaser if, and only if, it is exercised prior to eighteen (18) years after the death of the last to die of Anne Ford Grigg, John Humphrey Grigg, Mary Lynne Grigg, Mary Salley Griffith, Elizabeth Jane Griffith, George Wagoner Ferguson, III, Tracey Lynne Ferguson, Carole Lynn Jolly, Christopher Howard Jolly and David Lassiter Jolly. Anne Ford Grigg, John Humphrey Grigg, and Mary Lynne Grigg are all children of William H. Grigg, who on February 23, 1975, was Senior Vice President, Legal and Finance, for Duke Power Company. Mary Salley Griffith and Elizabeth Jane Griffith are both children of Steve C. Griffith, Jr., who on February 23, 1975, was General Counsel for Duke Power Company. George Wagoner Ferguson, III and Tracey Lynne Ferguson are both children of George W. Ferguson, Jr., who on February 23, 1975, was Secretary and Associate General Counsel for Duke Power Company. Carole Lynn Jolly, Christopher Howard Jolly and David Lassiter Jolly are

Form 01831 (7-83)

Prepared by: R. Wayne McGee
Treasurer

BOOK 581 PAGE 711

... day of
Sept. 85 3:00
... 217 ... 581
... 711 ...
R. L. Nuckles
Register of Deeds
By Beatrice D. Deaton Deputy

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the day of , 19

Signed

Recording: Time, Book and Page

Tax Lot No. Parcel Identifier No.

Verified by County on the day of 19

by

Mail after recording to Crescent Land & Timber Corp., P.O. Box 30817, Charlotte, NC 28230

This instrument was prepared by Crescent Land & Timber Corp.

Brief description for the Index

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 27th day of August , 19 85 , by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Sally Faye Austin (Divorced) and Thomas Lynn Overcash (Divorced) 9916 University City Blvd. Charlotte, NC 28213	W. Wallace Gregory, Jr. P. O. Box 33187 Charlotte, NC 28233	Crescent Land & Timber Corp. 124 West 2nd Street Charlotte, NC 28202

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Twenty-Five Thousand Three Hundred Sixty and 00/100----------

Dollars ($ 25,360.00) as evidenced by a promissory note of even date herewith, the terms of which incorporated herein by reference. The final due date for payment of said promissory note, if not sooner paid, is September 10, 1995

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns,

the parcel of land situated in Iredell County, North Carolina, more particularly described as follows:

All that lot or parcel of land described as Lot No. 473 as shown on plan of survey thereof, marked Dwg. No. C-F. 8-TT, dated May 21, 1976 recorded in Plat Book 15, Page 82 of the Iredell County Registry.
And being that property conveyed by Beneficiary to Grantor by deed of even date herewith and recorded herewith.

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all of the covenants, terms, and conditions of this deed of trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any such events, if the default is not made good within fifteen (15) days, the note shall, at the option of the Beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings, and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such and any resales and upon compliance with the then existing statutory requirements to convey title to the purchaser in fee simple.

all children of Raymond A. Jolly, Jr., who on February 23, 1975, was Associate General Counsel for Duke Power Company.

The purchase price for said land shall be the fair market value of said land and the improvements thereon at the time of the exercise of this Option, said value to be determined as hereinafter set forth. If the Seller and Purchaser are unable to agree upon the fair market value of the land and improvements, the Seller and Purchaser shall each appoint a qualified real estate appraiser and these two appraisers shall appoint a third qualified real estate appraiser. In the event agreement by a majority of said appraisers as to the fair market value is reached, it shall be final and binding on both parties hereto, and judgment upon the appraiser's decision (award) may be entered in any Court having jurisdiction thereof and if so entered said Court shall order the conveyance of said land. In the event a majority of the appraisers so selected shall be unable to agree (including without limitation the situation where the first two appraisers cannot agree on the selection of a third appraiser) or in the event that either party hereto fails to appoint an appraiser within ten (10) business days after written request by the other party to so appoint, either party hereto may request the Secretary of the Carolina Chapter of the American Arbitration Association to submit a list of three (3) names of real estate appraisers, residents of North Carolina, from which an appraiser shall be selected by each party alternately striking one name on the list until only one name is left and this person shall be the sole appraiser. The Purchaser shall strike the first name. In the event either Purchaser or Seller refuses to strike a name within ten (10) business days after written request by the other party to so strike, then the party who has not refused to strike may select the sole appraiser from one of the three (3) names submitted by said Chapter of said Arbitration Association. If said Chapter no longer exists or for any reason refuses to act, either party may request any other Chapter of the American Arbitration Association to act as provided herein. In the event the parties request different Chapters to act, the Chapter first contacted shall have exclusive jurisdiction to act as provided herein.

The appraiser(s) selected as set forth above shall, as promptly as possible, render a decision (award) as to the fair market value, and said decision (award) shall be binding upon the parties hereto, and judgment upon the appraiser's(s') decision (award) may be entered in any Court having jurisdiction thereof and if so entered said Court shall order the conveyance of said land. The Seller shall pay the reasonable expenses and charges of the appraiser(s).

Within a reasonable time after the fair market value purchase price has been established as set forth above, the Seller shall execute and deliver to Purchaser a good and sufficient general warranty deed conveying title to the said property free and clear of all encumbrances except ad valorem taxes for the year in which the property is conveyed (The taxes for the real property are to be prorated on a calendar year basis to the date of final settlement and any taxes for personal property are to be paid by Seller or if not then payable credited to Purchaser.). The fair market value purchase price, less any deductions necessary to pay off any mortgage(s) or other encumbrance(s) on the said land, shall be paid to Seller upon delivery of the deed and the parties shall execute any and all documents or papers that may be necessary on or before the date of final settlement. Seller shall vacate and Purchaser shall be given possession of said land on or before the date of final settlement.

The Seller may convey to a third party the land described in this Option but the terms and conditions of this Option shall be binding upon the Seller and the Seller's successor(s) in interest until the end of the time within which Purchaser is allowed to exercise this Option as set forth above.

The Seller may mortgage or otherwise encumber the land described in this Option and any improvements now or hereafter located thereon so long as said mortgage or encumbrance is subordinate to Purchasers' option rights as contained herein, and any buyer at a foreclosure or other involuntary sale will take subject to and subordinate to Purchasers' option rights as contained herein. Upon exercise of this Option the purchase price as set forth above shall first be applied to appraisal fees and appraisal expenses, then to liens of record in the order of their priority. The balance remaining shall then be paid to Seller.

The proceeds of the sale shall after the Trustee retains his commission be applied to the costs of sale, the amount due on the note hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale or the minimum sum of $ 500.00 , whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclosure, one half thereof after issuance of said notice, three-fourths thereof after such hearing, and the greater of the full commission of eighteen after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at its option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

2. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

3. **TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR.** If all or any part of the property or an interest therein is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's written consent, Beneficiary may, at its option, declare all the sums secured by this deed of trust to be immediately due and payable.

Notwithstanding a sale or transfer, Grantor will continue to be obligated under the note and this deed of trust unless Beneficiary has released Grantor in writing.

4. **WASTE.** The Grantor covenants that he will keep the premises conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

5. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

6. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case of the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust or for any other reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a trustee to take the place of the Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.

7. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.

8. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name be its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By _____ President

ATTEST: _____ Secretary (Corporate Seal)

USE BLACK INK ONLY

Sally Faye Austin (SEAL)

Thomas Lynn Overcash (SEAL)

(SEAL)

(SEAL)

SEAL-STAMP

NORTH CAROLINA, MECKLENBURG County.

I, a Notary Public of the County and State aforesaid, certify that SALLY FAYE AUSTIN AND THOMAS LYNN OVERCASH Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27 day of AUGUST, 19 85.

Use Black Ink

My commission expires FEB 6, 1987 Harold Boone Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal this _____ day of _____, 19____.

Use Black Ink

My commission expires _____ Notary Public

The foregoing certificate(s) of Harold Boone a Notary Public of Mecklenburg County N.C. is/are 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 page hereof.

By Geraldine W. Wilson

REGISTER OF DEEDS FOR MECKLENBURG COUNTY

Deputy/Assistant Register of Deeds