BOOK 0769 PAGE 093

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BOOK 769 PAGE 93

REGISTER OF DEEDS

Excise Tax: No Stamps

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to Jay Kevin White

This instrument was prepared by Jay Kevin White, Post Office Box 1004, Mooresville, N. C. 28115

Brief description for the Index | Corrective Deed for 659/212 |

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 1st day of June, 19 88, by and between

GRANTOR	GRANTEE
MALLARD HEAD DEVELOPMENT CORP., a North Carolina corporation with its principal office being located in Iredell County, North Carolina	SUPERIOR PAVING COMPANY, a North Carolina corporation with its principal office being located in Iredell County, North Carolina

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

The designation Grantor and Grantee 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 the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ..... Davidson ..... Township, Iredell County, North Carolina and more particularly described as follows:

All of the following lot(s) as shown and described on map(s) of portions of the subdivision known as Mallard Head Country Club, developed by Mallard Head Development Corp., prepared by Don Allen Surveyors and duly filed of record in the Office of the Register of Deeds for Iredell County, North Carolina, as indicated:

Lot(s)	Section(s)	Plat Book(s)/Page(s)
1E, 36	1	16/17
57, 129, 131	1	16/11
113	1	16/10

reference to which is hereby made for a more particular description.

This conveyance is made subject to those certain restrictive covenants filed of record in Deed Book(s) and page(s) in the Iredell Public Registry, on the above lots, as follows:

Lot(s)	Deed Book(s) - Page(s)
1E, 36	631-286
57, 129, 131, 113	627-136 as amended 625-523

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In addition, there is conveyed hereby an easement appurtenant for the use of Lot 131 in Section 1, as set forth on Exhibit "A" attached hereto, as a part hereof.

This deed is being recorded to correct any discrepancies which may have resulted from the inaccurate corporate name of the Grantee in that certain General Warranty Deed recorded in Deed Book 659, at Page 212, in the Office of the Register of Deeds for Iredell County, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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 by 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.

MALLARD HEAD DEVELOPMENT CORP. (SEAL)
(Corporate Name)

By: John P. Campbell
Executive Vice-President

ATTEST: William W. Skeen
Dr. William W. Skeen
Secretary (Corporate Seal)

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SEAL - STAMP

USE BLACK INK ONLY

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of , 19

My commission expires: Notary Public

SEAL - STAMP

Use Black Ink

NORTH CAROLINA, IREDELL County.

I, a Notary Public of the County and State aforesaid, certify that DR. WILLIAM W. SKEEN personally came before me this day and acknowledged that he is Secretary of MALLARD HEAD DEVELOPMENT CORP., 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 him as its Secretary. Witness my hand and official stamp or seal, this 1st day of June, 19 88.

My commission expires: 6-17-92 Patricia B. Allen Notary Public

The foregoing Certificate(s) of Patricia B. Allen a Notary of Iredell Co. NC

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.

L. L. Nesbitt REGISTER OF DEEDS FOR IREDELL COUNTY

By Brenda C. Bell Deputy Assistant-Register of Deeds.

EXHIBIT "A"

GRANTOR does herewith grant and convey to the GRANTEE, its successors and assigns, a Sewer Easement for Lot 131 of Section 1 aforesaid, extending from the rear property line of said lot onto the adjacent golf course property, said Sewer Easement to extend under ground over an area not larger than that area described on map recorded in Plat Book 16 at page 56 (A through F), of the Iredell Public Registry, denoted for each said lot as therein described, by metes and bounds. In no event shall the GRANTEE install a septic tank drain line within ten (10) feet of or under the area used for a golf course green or tee. The GRANTEE agrees that in the event it desires to install said septic tank drain field lines onto the golf course property in accordance with the aforesaid Sewer Easement, that it will hold harmless and repair any portion of the golf course property which is excavated or otherwise damaged as a result of the installation of said drain field lines, with the GRANTEE specifically agreeing that said repairs shall consist of promptly returning the golf course property on which said lines are installed to the condition said property was in, immediately prior to the installation of said septic tank drain field lines, including reseeding of fairways and replanting of shrubbery or trees and full maintenance thereof in the future. It is agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by the GRANTOR and hereinabove referred to for so long as a community or municipal sewer system is not available for service to the property. The availability of such service shall not affect the right of GRANTEE to continue the use of any septic tank drain field lines installed prior to such system becoming available, but would prohibit any reconstruction thereof.