

Client: DKC

Date: 10/12/98
Type of Search: Purchase
Prior Policy

Seller: Evelyn Fisher
Property Address:

14 Acre Tract

ID No: 7996785

Map No: 888-01-004

Description: DKC Landon
Guess Rd.

Corp:

Tnshp: Lebanon

Fire D: Lebanon

Bld V: _____

Taxes Last Paid

Land V: _____

For Year:

Total: 24,157

Amount:

Pers V: _____

Any due: \$ 246.33

Owner History:

Owner	Revenue	Book/Page	Date
Fisher, Evelyn V		2298/450	4/3/97

Fisher, Evelyn & Hancock, Melanie Terry

Terry, Shirley & Terry, Melanie

Terry, John S

Terry, Thomas & Margaret

Deeds of Trust: None

Book/Page	Date	Lender/Trustee	\$	Canceled

Map: Book 47; Page 29 Easements on Map: _____

Setbacks: Front _____ Rear _____

Side _____ Side St. _____

Restrictive Covenants: Yes: _____ No: Forfeiture Clause? _____

Book _____, Page _____; Amended Book _____, Page _____; Book _____, Page _____

Setbacks: Front: _____, Side: _____, Rear: _____, Side Street: _____

Easements in Covenants: _____

UCC's: None

Civil Actions: None

Judgments: None

Special Proceedings: None

Special Assessments: None

Other Easements:

Durham Spatial Data Explorer Print Layout

- Boundary
- Tax Parcels
- Economic Development
- Infrastructure
- Physical



Maps and other data in Spatial Data Explorer were developed from public records and data sources including recorded deeds, plats, and other public records. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this website. While efforts have been made to use the most current and accurate data, Durham County, The City of Durham, NC and the mapping and software companies assume no legal responsibility for the information contained in Spatial Data Explorer. Parcel Attribute

One Inch = 565 Feet
 Feet 250 500 750

Locator Map



- Parcel No. (PIN): 0816-02-59-6287
- Parcel-ID (6-Digit): 189199
- Tax Map No. (Obsolete): 888 -01-004 -
- Polygon Acreage: 14.01
- Front Dimension: 48.92
- Total Acreage: 14.01
- Land Use Code: 320
- Land Use Description: VAC AG/ 10 ACRES OR >
- District Code: 12
- Subdivision: N/A - NO SUBDIVISION
- Land Value: \$87,406.00
- Building Value: \$0.00
- Total Value: \$87,406.00
- Deed Book / Page: 002542 / 000761
- Plat Book / Page: 000132 / 000062
- Owner Name: DURHAM KENNEL CLUB INC
- Owner Address: EMILIE BEGLANE-TREASURER 8318 S LOWELL RD BAHAMA NC 27503
- Property Address: 0 GUESS RD

INSTRUCTIONS:

Select the items you want to see on your print layout. Position items by dragging. Remove instructions before printing.

- Main Map
- Title
- Small Map
- Legend
- ScaleBar

Scale is APPROXIMATE. Scaled to REGULAR map only.

- Parcel Data

Map Size:

- Large
- Regular



Return to Durham County Tax Administrator's Homepage

Selected Parcel Data

tax bill search
parcel data search

Real Property Effective Date: January 1, 2006
 Displayed Data Current as of: 1/30/2006

Owner Name	DURHAM KENNEL CLUB INC
Owner ID/ Account Number/ Account Number	8058787
Parcel Ref. Number	189199
OLD Parcel Ref. Number	888 -01-004 -
Tax Year	2006
Physical Address	GUESS RD
PIN	Map SubMap Block Parcel SubParcel Display GIS Parcel Data 0816 02 59 6287
Legal Description 1	LOT #2 SURVEY B
Legal Description 2	Y J WATTS COPLEYF
Deed Book	002542
Deed Page	000761
Plat Book	000132
Plat Page	000062
Account Number	8058787 << Select for Name and Address
Tax District	12
District Description	CNTY-DRHM/FD-LEBANON
Fair market Value	\$87,406.00
Deferred Value	\$0.00
Appraised Value	\$87,406.00
Assessed Value	\$87,406.00
Exempt Value	\$0.00
Taxable Value	\$87,406.00
Actual/Effective Year Built	0
Number of Bedrooms	0
Number of Bathrooms	0.0
Total Number of Rooms	0
Finished Area	0

TOP OF PAGE

Last updated: February 28, 2005

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webmaster@durhamcountync.gov
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View Selected Tax Bill Data

Displayed Data Current as of: 1/30/2006

Owner ID/ Account Number
 8058787

Owner Name & Address
 DURHAM KENNEL CLUB INC
 EMILIE BEGLANE-TREASURER
 8318 S LOWELL RD
 BAHAMA, NC 27503

Tax Year	Receipt Number	Rate Year	Parcel Ref. Number	Date Due	Date Last Paid	Total Owed	Collected Amount	Amount Due	Tax District	Taxable Value
2005	4550219	2005	189199	01/05/2006	09/19/2005	\$772.67	\$772.67	\$0.00	12	\$87,406.00
2004	4206531	2004	189199	01/05/2005	12/08/2004	\$749.06	\$749.06	\$0.00	12	\$87,406.00

TOP OF PAGE

Last updated: February 28, 2005

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BOOK 2542 PAGE 761

FILED
BOOK 2542 PAGE 761-762

'98 OCT 20 PM 3 07

DURHAM COUNTY

OCT 20, 98

MANUAL PACKAGE AMOUNT 80.00



Real Estate
Excise Tax

WILLIE L. COVINGTON
REGISTER OF DEEDS
DURHAM COUNTY, N.C.

Excise Tax

Recording Time, Book and Page

Tax Lot No. 7996785 Parcel Identifier No. 999-01-004
Verified by County on the day of
by

Mail after recording to Grantee

This instrument was prepared by Charles A. Reinhardt, Jr., Poe Hoof & Reinhardt, P.O. Box 825, Durham, NC 27702
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 19th day of October, 1998, by and between

GRANTOR

GRANTEE

EVELYN V. FISHER (Unmarried)

DURHAM KENNEL CLUB, INC.
7318 Guess Road
Durham, North Carolina 27712

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 _____ Township,

_____ Durham County, North Carolina and more particularly described as follows:

BEING Lot No. 2, containing 14.1 acres, more or less, as shown on that plat and survey by J. Watts Copley and Associates, dated October 21, 1963 and recorded in Plat Book 47 at page 29 in the Office of the Register of Deeds of Durham County, North Carolina, to which plat reference is hereby expressly made for a more particular description of same.

43792

1000

BOOK 2542 PAGE 762

The property hereinabove described was acquired by Grantor by instrument recorded inBook 2298 at page 450,Durham County Registry.....

A map showing the above described property is recorded in Plat Book47..... page29.....

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.

And the Grantor covenants with the Grantee, that Grantor 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 Grantor 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:

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.

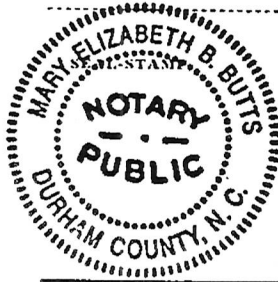
By: _____ (Corporate Name) _____ Evelyn V. Fisher (SEAL)

By: _____ Evelyn V. Fisher

President _____ (SEAL)
ATTEST: _____ (SEAL)

Secretary (Corporate Seal) _____ (SEAL)

USE BLACK INK ONLY



NORTH CAROLINA, Durham County.
I, a Notary Public of the County and State aforesaid, certify that Evelyn V. Fisher Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20 day of October, 1998.
My commission expires: 9-20-2000 Mary Elizabeth B. Butts Notary Public

SEAL-STAMP NORTH CAROLINA, Durham Co. County.
I, a Notary Public of the County and State aforesaid, certify that Evelyn V. Fisher is personally came before me this day and acknowledged that she 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 seal.

My commission expires: _____ State of North Carolina - Durham County Notary Public
The foregoing Certificate(s) of _____ The foregoing of annexed certificate(s) of _____
_____ A Notary (Notaries) Public for the Designated Governmental units is(are) certified to be correct.
is/are certified to be correct. This instrument first page hereof.
This the 20 day of Oct. A.D. 1998
WILLIE L. COVINGTON Register of Deeds By: Assistant/Deputy Register of Deeds
_____ COUNTY

PRELIMINARY OPINION ON TITLE FOR

Commonwealth Land Title

The undersigned has examined the record title on the WAKE County records (and municipal tax and assessment records if within a municipality) for the period shown below relative to title to the real property described below, and gives the following opinion of status:

Owner(s): Durham Kennel Club
Interest or estate: Marketable Fee Simple
Property Description: (or attach copy of legal description)

See attached Exhibit A.

Subject to the uninitialed STANDARD EXCEPTIONS on reverse side hereof.
Also subject to the following SPECIAL INFORMATION AND EXCEPTIONS:

Taxes:

- 1. Ad valorem taxes are paid through and including those for the year: 1998.
2. Taxes now due and payable: 0.00.
3. Taxes, a lien, deferred or otherwise, but not yet due and payable: 0.00.
4. Special levies or assessments now due or payable in future installments: 0.00.
5. Estate or inheritance taxes: 0.00.

Restrictive Covenants? No (Attach Copy).

- 1. Book, Page.
2. Does survey and/or public record indicate a violation?
3. Contain reversionary or forfeiture clause?
4. Building Setback Line(s) From Front: From Side: From Side Street: From Rear
5. Easements/Other Matters:

Survey and Inspection Report Attached? No.

Recorded Plat? Yes.

- 1. Book 77, Page 21.
2. Building Setback Line(s) From Front: From Side: From Side Street: From Rear
3. Violated?
4. Easements/Other Matters:

Access to Public Right of Way? Yes.

Direct (If private easement, attach copy).
If over a private easement, has a search been made of adjoining property on which easement crosses?

Property Occupied By: Owner

Updating from Previous Title Insurance Policy? No (Attach Copy). If "Yes", has a search of the public records been accomplished for such period of time within which judgments, liens or other matters could affect the property, regarding the owner(s) of the property on and after the date of said policy?

Other Easements, Liens, Deeds of Trust, Objections or Defects: No.
(continue on back if necessary)

This opinion of title is for the parties to whom it is furnished, is not transferable, and may not be used by any other person or entity without the prior written consent of the undersigned.

The Search Period was from 11/4/63 to 10/14/98 at 9:00 AM

Telephone: (919)845-5000

Address: DIANE A. WALLIS, WALLIS & MORTON,P.A., 160 Wind Chime Court, Raleigh, NC 27615, (919)845-5000 (919)845-0700

By: Diane A. Wallis
DIANE A. WALLIS, Attorney

TITLE INSURANCE APPLICATION

- 1. Owner's Insurance: \$ (purchase price/value).
a) Insured: Durham Kennel Club.
b) Use of Property:
2. Mortgagee insurance: \$36,000.00 (loan amount).
a) Insured: First Citizens Bank and Trust Company.
b) Loan is: Conventional

The following Standard ALTA Endorsements are requested: 8.1.

Send original Binder to: Wallis & Morton, P.A., 160 Wind Chime Court, Raleigh, NC 27615

STANDARD EXCEPTIONS

The attorney should initial any exceptions that are to be eliminated on the line to the left of the exception.

- ___ 1. Interest or claims not disclosed by public records, including but not limited to:
 - (a) Unrecorded Mechanics' or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements of real property within 120 days from the last day of performance and will upon perfection relate in priority to the first day of performance as a valid lien on real property.)
 - (b) Unrecorded leases. (Under North Carolina law, parties in possession of the premises under a verbal or unrecorded lease of three years or less duration may remain in possession under terms of the tenancy.)
 - (c) Matters that may defeat or impair title which do not appear on the record. (Evidence revealing missing heirs, forgeries, etc. may not be on the public records, but such facts if properly established may impair or defeat what appears to be a good title on the record.)
 - (d) Taxes, special assessments and other governmental charges that are not shown as existing liens by the public records. (Governmental charges may be made for acreage fees, tap-on fees, cost of weed cutting, demolition of condemned buildings and other matters that are not shown as existing liens on the property by the public records.)
 - (e) Unlisted personal property taxes. (If discovered, such taxes and any penalties may be assessed as a lien on the subject property.)
- ___ 2. Matters occurring prior to and subsequent to the inclusive dates of examination.
- ___ 3. Matters which would be revealed by a review of the public records regarding the proposed purchaser/borrower, who is not a current owner of the property.
- ___ 4. Any inaccuracies and discrepancies which an accurate survey of the property may disclose. (A survey, if procured from a competent surveyor or civil engineer, will normally determine whether improvements lie within the boundaries of the property, whether existing utility lines, roads or other easements cross the premises, and whether there are any encroachments.)
- JDW* ___ 5. Security interests that may have attached to fixtures on the subject property as provided in Article 9 of the Uniform Commercial Code of North Carolina.
- ___ 6. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
- ___ 7. Federal judgments, liens, and proceedings filed only in the Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the federal government and notice thereof is not required to be recorded among the County records.)
- ___ 8. Civil actions where no notice of *lis pendens* against subject property appears of record.

Note: The matters included in Standard Exceptions Number One (1) above set forth are items that cannot be checked. Standard Exceptions numbered 2,3,4,5,6,7 and 8 are not included in a normal search of the County records during examination of title. Upon special request, additional investigation may be made, and Standard Exceptions numbered 2, 3, 4, 5, 6, 7 and 8 can be eliminated. Any such elimination is evidenced by the initialing of such exception in the left margin by the attorney.

(Continued from front)

Owner is buying adjacent tract and using this piece as collateral to fund purchase -

EXHIBIT A

Beginning at an iron stake in the northeastern edge of Guess Road, said stake being the corner of J. Samuel Terry, and running thence along said edge of Guess Road along a curve having a radius of 2,341.83 feet in a northwesterly direction, 69.64 feet to an iron stake; running thence North 24° 20' East 1,408.82 feet to an iron stake; running thence North 67° 09' West 214 feet to an iron stake in the line of Ruth T. Mebane; running thence North 24° 20' East 795 feet to an iron stake; running thence South 67° 09' East 274 feet to an iron stake in the corner of J. Samuel Terry; running thence along the J. Samuel Terry line South 24° 20' West 2,240.72 feet to an iron stake in the edge of Guess Road being the point and place of BEGINNING and being Tract No. 2 of the property of Thomas F. Terry as shown on map of survey by J. Watts Copley dated 5-4-73 and being recorded at Plat Book 77, Page 21, Durham County Registry.

pg 3 of 5

Other person or entity without the prior written consent of _____

The Search Period was from 11/4/63 to 10/14/98 at 9:00 AM

Telephone: (919)845-5000

Address: DIANE A. WALLIS, WALLIS & MORTON, P.A., 160 Wind Chime Court, Raleigh, NC 27615, (919)845-5000 (919)845-0700

By: *Diane A. Wallis*
DIANE A. WALLIS, Attorney

TITLE INSURANCE APPLICATION

1. Owner's Insurance: \$40,000.00 (purchase price/value).

- a) Insured: Durham Kennel Club.
- b) Use of Property: Unknown

2. Mortgagee insurance: \$36,000.00 (loan amount).

1 deed of trust, 2 tracts

- a) Insured: First Citizens Bank and Trust Company
- b) Loan is: Conventional

The following Standard ALTA Endorsements are requested: 8.1.

Send original Binder to: Wallis & Morton, P.A., 160 Wind Chime Court, Raleigh, NC 27615

Notes: Durham Kennel Club is obtaining a loan from FCB&T for the purchase of this property and securing the loan on both properties.

pg 3 of 5

STANDARD EXCEPTIONS

The attorney should initial any exceptions that are to be eliminated on the line to the left of the exception.

1. Interest or claims not disclosed by public records, including but not limited to:
- (a) Unrecorded Mechanics' or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements of real property within 120 days from the last day of performance and will upon perfection relate in priority to the first day of performance as a valid lien on real property.)
 - (b) Unrecorded leases. (Under North Carolina law, parties in possession of the premises under a verbal or unrecorded lease of three years or less duration may remain in possession under terms of the tenancy.)
 - (c) Matters that may defeat or impair title which do not appear on the record. (Evidence revealing missing heirs, forgeries, etc. may not be on the public records, but such facts if properly established may impair or defeat what appears to be a good title on the record.)
 - (d) Taxes, special assessments and other governmental charges that are not shown as existing liens by the public records. (Governmental charges may be made for acreage fees, tap-on fees, cost of weed cutting, demolition of condemned buildings and other matters that are not shown as existing liens on the property by the public records.)
 - (e) Unlisted personal property taxes. (If discovered, such taxes and any penalties may be assessed as a lien on the subject property.)
2. Matters occurring prior to and subsequent to the inclusive dates of examination.
3. Matters which would be revealed by a review of the public records regarding the proposed purchaser/borrower, who is not a current owner of the property.
4. Any inaccuracies and discrepancies which an accurate survey of the property may disclose. (A survey, if procured from a competent surveyor or civil engineer, will normally determine whether improvements lie within the boundaries of the property, whether existing utility lines, roads or other easements cross the premises, and whether there are any encroachments.)
5. Security interests that may have attached to fixtures on the subject property as provided in Article 9 of the Uniform Commercial Code of North Carolina.
6. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
7. Federal judgments, liens, and proceedings filed only in the Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the federal government and notice thereof is not required to be recorded among the County records.)
8. Civil actions where no notice of *lis pendens* against subject property appears of record.

Note: The matters included in Standard Exceptions Number One (1) above set forth are items that cannot be checked. Standard Exceptions numbered 2,3,4,5,6,7 and 8 are not included in a normal search of the County records during examination of title. Upon special request, additional investigation may be made, and Standard Exceptions numbered 2, 3, 4, 5, 6, 7 and 8 can be eliminated. Any such elimination is evidenced by the initialing of such exception in the left margin by the attorney.

(Continued from front)

Will passing title to seller and another heir who has deeded entire tract to seller must be recorded in Durham since it was probated in Orange County: Shirley Terry 95 E 107.

§ 31-39. Probate necessary to pass title; recordation in county where land lies; rights of innocent purchasers.

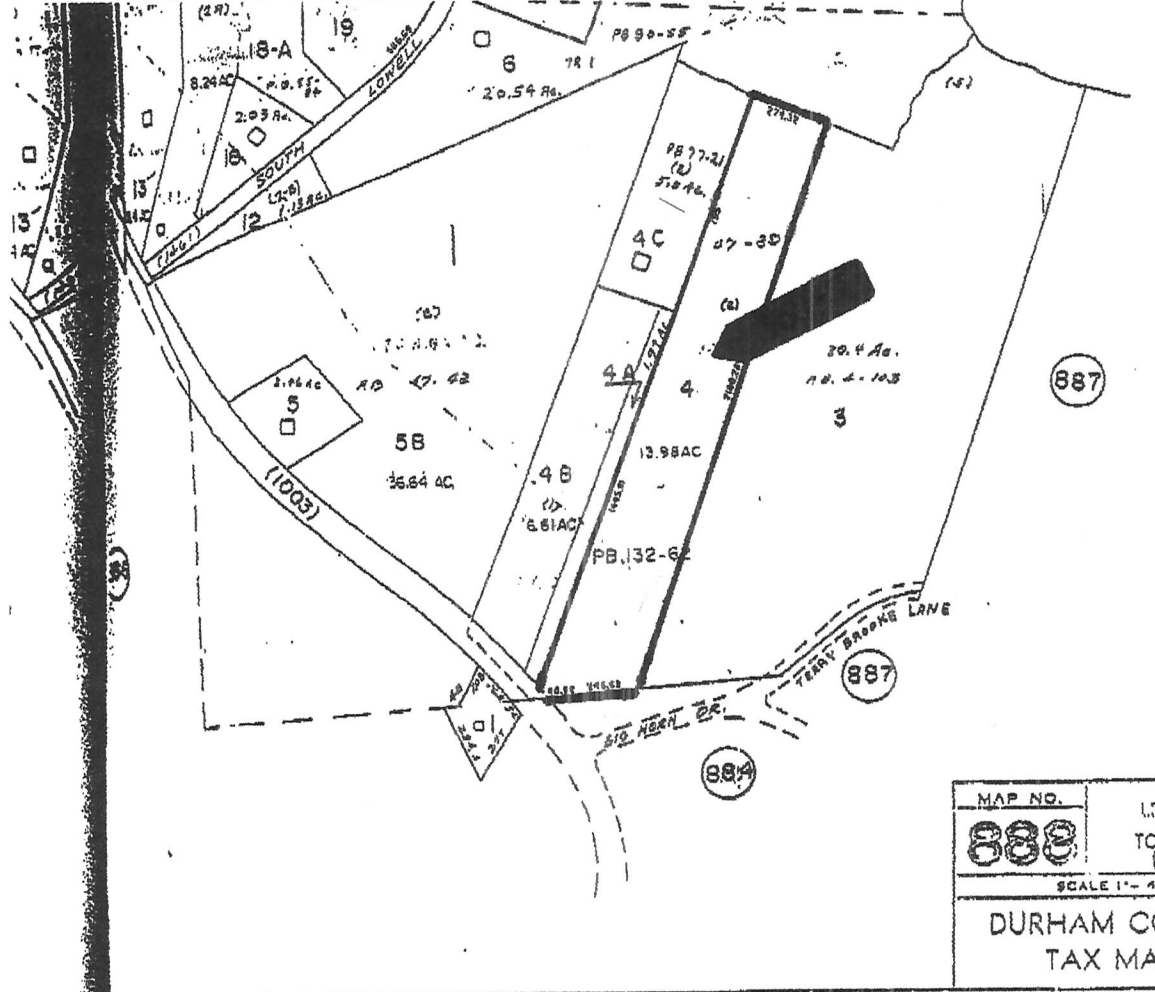
No will shall be effectual to pass real or personal estate unless it shall have been ~~duly proved~~ and allowed in the probate court of the proper county, and ~~a duly certified copy thereof shall be recorded in the office of the superior court clerk of the county wherein the land is situate,~~ and the probate of a will devising real estate shall be ~~conclusive as to the execution thereof against the heirs and devisees of the testator, whenever the probate thereof under the like circumstances, would be conclusive against the next of kin and legatees of the testator:~~ Provided, that the probate and registration of any will shall not affect the rights of innocent purchasers for value from the heirs at law of the testator when such purchase is made more than two years after the death of such testator or when such purchase is made after the filing of the final account by the duly authorized administrator of the decedent and the approval thereof by the clerk of the superior court having jurisdiction of the estate. Such conveyances, if made before the expiration of the time required by this section to have elapsed in order for same to be valid against the heirs and devisees of the testator, shall, upon the expiration of such time, become good and valid to the same effect as if made after the expiration of such time, unless in the meantime a proceeding shall have been instituted in the proper court to probate the will of the testator.

Taken together, G.S. 31-12 and G.S. 31-39 have been interpreted to mean that the probate and registration of the will required by G.S. 31-39 shall not affect the rights of "innocent purchasers for value" from the heirs when the purchase is made (1) more than two years after the decedent's death or (2) after the filing of the final account (see G.S. 28A-21-2 for filing of the final account) by a duly authorized administrator and approval of the account by the clerk having jurisdiction of the estate. See L. Schiro and G. Schiro, North Carolina Real Estate Title Searches, §6-34; P. Hetrick and J. McLaughlin, Webster's Real Estate Law In North Carolina, §484(f), text at n.172 (3rd Ed.). In §484(f), n.172 of the latter treatise, the authors seem to

SEP 16 1998 07:16 FR NORTEL 3K50

919 905 2549 TO 98459600

P.07/07



DRIVEYS, GREENSBORO, N. C.

571

DURHAM COUNTY Tax Bill
Reprinted Bill for 1998 100 2271958

Today's Date: 9/21/98 Due Date: 1/05/99 Amt. Assessed: 24.157
Tax District: 12 Taxpayer Id: 7996785 Exempt:
Description: GUESS RD Appraised: 24.157
Receipt: 1998 100 2402206 2371958 Parcel Id: 888 -01-004 -

	Tax Rates(1998)	Tax Owed	Additional Charges Owed
DURHAM COUNTY	9.39700	227.00	
LEBANON FIRE	.80000	19.33	
Total	10.19700	246.33	.00

Total Collected to Date .00
Total Due as of 9/21/98 246.33

FISHER EVELYN V
6710-49 MT HERMAN CHURCH RD
DURHAM, NC 27705

RETURN THIS STATEMENT AND PAYMENT TO:
TAX COLLECTOR
P.O. Box 3397
Durham, NC 27702

DATE 8/31/98
 TIME 17:05:26
 USER REG200

DURHAM COUNTY
 PROPERTY CARD
 FOR YEAR 1998

PAGE 1
 PROE# A92006

FISHER EVELYN V
 6710-43 MT HERMAN CHURCH RD

PARCEL ID.. 886 -01-001B-
 LOCATION.. GUESS RD
 DEED YEAR/BOOK/PAGE 1997 002298 000446
 LEGAL DESC TR C EVELYN FISHER PROP

PIN...
 COUNTY
 OWNER ID.. 7996795
 DISTRICT.. 12 LEBANON FD

DURHAM NC 27705-
 DESCRIPTION VAC RES/ LOTS-SML TRACTS WIP98 - MERGED/COMBINED
 DESCRIPTION RURAL DISTRICT
 ROAD FRONT. 463.3

NBRHOOD...
 NH CLASS.. 357 LEBANON - ALL ELSE
 DEPT OF REV/RESIDENTIAL

MAINTAINED ON 8/31/98 BY DTS021 VALUED ON 8/31/98 BY DTS021
 VISITED ON 8/25/98 BY 050
 PARCEL STATUS... ACTIVE

ROUTING#..
 CATEGORY.. REAL & PERSONAL

----- SALES HISTORY -----

DEED BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMOUNT	STAMP AMOUNT	DEED NAME
002298 000446	4/03/97	WARRANTY DEED	RELATED INDVLS-			FISHER EVELYN V
001410 000912	4/03/97	SPLIT PARCEL(S)	MAP MODIFIED-SP			TERRY SHIRLEY T & MELANIE ANNE
001079 000926	4/03/97	COMBINED-MERGED	MAP MODIFIED-SP			TERRY SHIRLEY T & MELANIE ANNE

----- LAND SEGMENTS -----

LND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	LAND RATE	DPTX	SHFX	LOCK	SIKZ	OTHX	TOPX	TOT ADJ	CURRENT FMV
1		100	AD 00040	8.890	4,000.00	.00	.00	.00	.00	.00	.00	.00	35,560
TOTAL ACRES..				8.890									35,560
												TOTAL LAND FMV..	35,560

TOTAL PARCEL VALUES----	LAND /	OVR	IMPROVEMENTS /	OVR	TOTAL LAND/IMPROVE	1997 VALUE
FMV.....	35,560		0		35,560	0
APV.....	35,560		0		35,560	0

----- COMMENTS -----

PROPERTY RECOMB - TAX YR 1998 DATE/TECH-> 07-27-98/JFH
 ANCESTOR(S) -> 886 -01-001A- PRIOR AC -> 090.850
 888 -01-001 - 001.020
 DESCENDANT --> 886 -01-001A- ACREAGE --> 081.960
 886 -01-001B- 008.890
 COMMENTS > 886-01-001A SPLIT INTO 886-01-001A & 886-01-001B.
 PARCEL 888-01-001 COMBINED WITH 886-01-001B PER PB 137-140.
 ALSO SEE DB 1079-926.

=====

PHY CHARACTERISTIC CHG/TAX YR 1998 DATE/APPR ->08-31-98/05
 COMMENTS > PARCEL SPLIT FOR TAX YEAR 1998.

=====

BOOK 2298 PAGE 450

NONE

Excise Tax

Recording Time, Book and Page FILED
BOOK 2298 PAGE 450-451

'97 APR 9 PM 2 26

Mall after recording to: Grantee

This Instrument was prepared by John P. Fernandez, Attorney at Law
WILLIE L. COVINGTON
REGISTER OF DEEDS
DURHAM COUNTY, N.C.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of April, 1997, by and between

GRANTOR

GRANTEE

MELANIE TERRY HANCOCK
and EVELYN V. FISHER

EVELYN V. FISHER
6710-43 Mt. Herman Church Rd.
Durham, NC 27705

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

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or assigns, premises in Lebanon Township, Durham County, North Carolina, described as follows:

TM 888-1-4

BEING Lot No. 2, containing 14.1 acres, more or less, as shown on that plat and survey by J. Watts Copley and Associates, dated October 21, 1963, and recorded in Plat Book 47, at Page 29 in the Office of the Durham County Registry, North Carolina, to which plat reference is herewith made for a more particular description of same.

TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee and has authority to convey said land in fee simple; that said premises are free from encumbrances (with the

10138

BOOK 2298 PAGE 451

exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

Melanie Terry Hancock (SEAL)
MELANIE TERRY HANCOCK

Evelyn V. Fisher (SEAL)
EVELYN V. FISHER

4/19-1102
Laurie
Jenkins

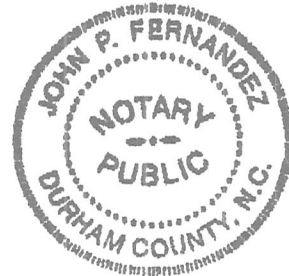
NORTH CAROLINA
DURHAM COUNTY

I, John P. Fernandez, a Notary Public for said County and State, do hereby certify that MELANIE TERRY HANCOCK and EVELYN V. FISHER personally appeared before me this day, and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 2nd day of April, 1997.

John P. Fernandez
Notary Public

My Commission Expires: August 15, 2000.



State of North Carolina - Durham County

The foregoing or annexed certificate(s) of

John P. Fernandez
A Notary (Notaries) Public for the Designated Governmental units is(are) certified to be correct.

This the 3 day of April A.D. 1997

Willie L. Covington
Register of Deeds

By: Gay J. Hunter
Register of Deeds

Howard Perry and Walston

OFFER TO PURCHASE AND CONTRACT



DURHAM KENNEL CLUB, INC., as Buyer,
hereby offers to purchase and EVELYN V. FISHER, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of N/A, County of DURHAM, State of North Carolina, being known as and more particularly described as:

Street Address: GUESS ROAD Zip 27278

Legal Description: N/S GUESS RD BOUNDARY SURVEY PROP
(All A portion of the property in Deed Reference: Book 297, Page No. 57, DURHAM, County.)

NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owner's association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
N/A

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

4. PURCHASE PRICE: The purchase price is \$ ent 825 ~~40,000~~ and shall be paid as follows:

(a) \$ 750, EARNEST MONEY DEPOSIT cash personal check bank check certified check other _____
to be deposited and held in escrow by HOWARD PERRY & WALSTON / BETTER HOMES & GARDEN

as escrow agent, until sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than 0

(c) \$ 0, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) \$ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) ~~\$ 39,250.00~~ BALANCE of the purchase price in cash at closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) The Buyer must be able to obtain a loan commitment on or before 9-30-98, effective through the date of closing, for a FHA VA (attach FHA/VA Financing Addendum) Conventional Other _____

loan at a Fixed Rate Adjustable Rate Other _____ in the principal amount of 825 by 30 year 36,000 for a term of 30 year(s), at an interest rate not to exceed 10 % per annum, with mortgage loan discount points not to 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: N/A. In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for _____ purposes.

(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: NONE KNOWN IF ANY TO BE PAID BY SELLER

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: NONE

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are \$ 0 per 0

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.



This Standard Form has been approved jointly by the:

NORTH CAROLINA BAR ASSOCIATION, INC.
NORTH CAROLINA ASSOCIATION OF REALTORS®, INC.

Standard Form No. 2
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12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

- Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the Residential Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.
- Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) LAND
- The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental inspections must be completed on or before N/A. Buyer is advised to have any inspections made prior to expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), (b) (ii), (b) (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before 10-15-98, at a place designated by Buyer. The deed is to be made to DURHAM KENNEL CLUB, INC.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: a buyer possession before closing agreement is attached. a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)
A. SEE ADDITIONAL PROVISIONS ADDENDUM

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does not elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representation, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to making this offer.
Buyer George E. Reglar (SEAL) Seller Evelyn D. Fisher (SEAL)
SS/Tax ID# _____ SS/Tax ID# 229-860-4328
Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date: 9-10-98 Date: 9/12/98

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.
Date: 9-14-98 Firm: Howard Perry & Walston
By: Cindie Burns

Selling Agent/Firm/Phone CINDIE BURNS / HOWARD PERRY & WALSTON
Listing Agent/Firm/Phone CINDIE BURNS / HOWARD PERRY & WALSTON
Acting as Buyer's Agent
 Seller's (sub)agent
 Dual Agent
Acting as Seller's (sub)agent
 Dual Agent

Howard Perry and Walston

ADDITIONAL PROVISIONS ADDENDUM



NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract. Those provisions marked "N/A" shall not apply.

1. N/A **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before _____ AM PM on _____, or until withdrawn by the Buyer, whichever occurs first.
2. N/A **INTEREST BEARING TRUST ACCOUNT:** Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining such account and records therewith.
3. N/A **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a _____ bedroom home, or _____ N/A.
All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of 9-23-98.
4. N/A **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____.
All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.
5. N/A **FLOOD HAZARD ZONE:** Buyer has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.
6. **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of Sep 25 1998. In any event, the cost of the appraisal shall be borne by the Buyer.
7. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____
on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of _____ Seller may terminate this contract and all earnest monies shall be returned to Buyer.
8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.
9. N/A **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds \$ _____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: George E. Reblar (SEAL) Date 9/10/98
 Buyer: _____ (SEAL) Date _____
 Seller: Evelyn W. Fisher (SEAL) Date 9/12/98
 Seller: _____ (SEAL) Date _____



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NORTH CAROLINA BAR ASSOCIATION, INC.
NORTH CAROLINA ASSOCIATION OF REALTORS, INC.

Standard Form No. 2-A-11
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Howard Perry and Walston



DUAL AGENCY ADDENDUM

This DUAL AGENCY ADDENDUM hereby modifies the attached: (Instructions: Initial applicable agreement)

✓ NCAR Form #101 (listing agreement) dated 5-29-98
NCAR Form #201 (buyer agency agreement) dated

employing HOWARD PERRY & WALSTON / BETTER HOMES & GARDENS (hereinafter referred to as "Broker"). The term "Broker" shall sometimes hereinafter include Broker and its individual sales associates, as the sense requires.

The potential for Dual Agency arises if a Buyer who has an agency relationship with the Broker becomes interested in viewing a property listed with the Broker. A Broker may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom the Broker acts.

1. DUAL AGENCY: It is agreed that Broker, acting by and through its individual sales associates, may serve as both Seller's Agent and Buyer's Agent in the representation of Seller's property to Buyer should circumstances creating Dual Agency arise. In the event Broker serves as a Dual Agent, the parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

- (a) that a party may agree to a price, terms, or any conditions of sale other than those offered;
- (b) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (c) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. BROKER'S DUAL AGENT ROLE: If Broker serves as Agent for both Seller and Buyer in a transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and/or Buyer understand and acknowledge

- (a) Prior to the time Dual Agency occurs, Broker will act as the exclusive Agent of Seller and/or Buyer;
- (b) In those separate roles Broker may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Broker;
- (c) Broker is required by law to disclose to Buyer and Seller any known or reasonably ascertainable material facts.

Seller and/or Buyer agree Broker shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. SELLER'S AND BUYER'S ROLES: Should Broker become a Dual Agent, Seller and/or Buyer understand and acknowledge

- (a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them.
- (b) They are fully aware of and understand the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage and effect communication between them rather than an advocate or exclusive Agent or representative;
- (c) They have determined that the benefits of entering into this Dual Agency relationship with Broker, acting as Agent for them both, outweigh any disadvantages or adverse consequences;
- (d) They may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Seller and/or Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this Agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

4. DESIGNATED AGENT OPTION (initial only if applicable):

Buyer hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Buyer, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer if the agent(s) has actually received confidential information concerning the Seller in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer to the extent permitted by law.

Seller hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Seller, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Seller if the agent(s) has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY ADDENDUM THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS ADDENDUM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Buyer or Seller and Broker each hereby acknowledges receipt of a signed copy of this Dual Agency Addendum:

George C. Belane 9/19/98 x Evelyn V. Fisher 5-29-98
Buyer Date Seller Date

Howard Perry and Walston 5-29-98
Buyer Date Seller Date
Howard Perry and Walston 5-29-98
Broker (Firm) Date Broker (Firm) Date

Cindie Burns 5-29-98
By: Sales Associate Date By: Sales Associate Date
CINDIE BURNS Date

outs for Evelyn J. Fisher 1995-current

Fisher, E



✓ 2298 446 Deed 4/3/97
 WD Tract C 8.89 Acres
 ✓ 2298 448 Deed 4/3/97
 WD Tract 2 90.85 Acres
~~2298~~ 450 Deed 4/3/97
 OURS
 137 140 Plot 4/3/97
 ✓ 2465 568 Deed 5/18/98
 WD Tract & 8.89 Acres

outs for Melanie Hancock 1995-current

Hancock, M



~~2075~~ 699 Canc 4/20/95
 cancellation of DOT 1823/23
 ✓ 2298 446 Deed 4/3/97
 Duplicate
 ✓ 2298 448 Deed 4/3/97
 Duplicate
 ✓ 2298 450 Deed 4/3/97
 OURS
 ✓ 2465 566 QCD 5/18/98
 quitclaim deed 8.89 Acres

outs for Shirley Terry 1978-1995

Terry, Shirley

✓ 1140 43 Lease 12/9/83
 Lease Agreement ^{Ugrmt} Tax Map 888 Blk 1 Lot 1
 ✓ 1148 416 Afdot 2/27/84
 Affidavit of Lease
 ✓ 1410 916 QCD 10/28/87
 Quitclaim Deed Tract 1 116/116
 ✓ 1823 23 D-T 3/1/93
 DOT 90.85 Acres 15,000 Canc
 ✓ 1304 989 Lease 8/21/86
 Lease Agreement Tax Map 888 Blk 1 Lot 1
 ✓ 2075 699 Canc 4/20/95
 cancellation of DOT 1823/23
 137 140 Plot 4/3/97

outs for Melanie Terry 1978-current

Terry, Mel

✓ 1140 43 Lease 12/9/83 Duplicate
 ✓ 1304 989 Lease 8/21/86 Duplicate
 ✓ 1410 916 QCD 10/28/87 Duplicate
 ✓ 1496 284 D-T 12/14/88 DOT Tract 2 90.55 Ac
 ✓ 1835 419 Req. 4/12/93 Req for Not of 1496/284 Canc

Shirley Terry

Judgments

Durham Housing AU	91CVM2624	POSS	disposed
Durham Housing AU	91CVM6513	POSS	disposed
McGraw Property S	97CVM12921	}	Dead
McGraw Property S	98CVM11099		

Civil Actions

Durham Housing Au	90CVM12494	disposed	
Durham Housing Au	90CVM13769	disposed	
Durham Housing Au	91CVM2624	disposed	
Durham Housing Au	91CVM6513	disposed	
McGraw Property Serv	97CVM12921	}	Dead
McGraw Property Serv	98CVM6083		
McGraw Property Serv	98CVM11099		

NORTH CAROLINA - DURHAM COUNTY

THIS DEED, made this 1st day of November, 19 63, by Thomas F. Terry and wife, Margaret T. Terry,

to John S. Terry (unmarried)

WITNESSETH: That the Grantors, in consideration of Ten Dollars and other valuable considerations to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the Grantees, their heirs, or successors and assigns, the parcel(s) of land in Durham County, North Carolina in Lebanon Township, and more particularly described as follows:

BEGINNING at an iron stake at a point in the Eastern property line of Guess Road, being the boundary of Mistletoe Hills; running thence along the Eastern property line of Guess Road along the arc of a curve having a radius of 2341.83 feet, 48.3 feet to an iron stake, being a corner of Lot No. 1 of a plat hereinafter referred to; thence North 24 degrees 20 minutes East 2265.0 feet to an iron stake in the property line of the J. D. Terry heirs; thence along said line South 67 degrees 09 minutes East 274.0 feet to an iron stake; thence South 24 degrees 20 minutes West 2181.0 feet to an iron stake in the property line of Mistletoe Hills; thence North 87 degrees 13 minutes West 248 feet to the point and place of BEGINNING, being 14.1 acres, more or less, and being Lot No. 2 of plat and survey of J. Watts Copley and Associates dated October 21, 1963, and recorded in the Office of the Register of Deeds at Plat Book 47, Page 29.

This property was conveyed to Grantors by deed recorded in Deed Book Will 14 Page 106, Durham County Registry. TO HAVE AND TO HOLD the aforesaid parcel(s) of land and all privileges and appurtenances thereunto belonging to the said Grantees, their heirs, or successors, and assigns forever.

And the said Grantors for themselves, their heirs, executors and administrators, covenant with the Grantees, their heirs, or successors, and assigns that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that they will warrant and defend the title to the same against the claims of all persons whomsoever. The plural number as used herein shall equally include the singular.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

(SEAL) Thomas F. Terry (SEAL)
(SEAL) Margaret T. Terry (SEAL)

NORTH CAROLINA - DURHAM COUNTY

I, Alton C. Pledger, a Notary Public do hereby certify that Thomas F. Terry and wife, Margaret T. Terry,

each personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance. Witness my hand and notarial seal, this 2 day of November, 19 63. My commission expires 1-4-64. Alton C. Pledger, Notary Public

NOTARIAL SEAL HERE

NORTH CAROLINA - DURHAM COUNTY

I, _____, a Notary Public, do certify that _____ personally appeared before me this day and being duly sworn stated that, in his presence _____ signed the foregoing deed of conveyance. Witness my hand and notarial seal, this _____ day of _____, 19 _____. My commission expires _____ Notary Public

NOTARIAL SEAL HERE

NORTH CAROLINA - DURHAM COUNTY

The foregoing certificate of Alton C. Pledger Notary Public of Durham County, N. C.,

is adjudged to be correct. Let the said deed and certificate be registered. Witness my hand, this 4 day of November, 19 63.

Probate fee 250 Paid Annex Billie Lou Deputy Clerk Superior Court

Filed for registration on the 4 day of November, 19 63 at 10:00 o'clock A.M., and duly recorded in the office of the Register of Deeds of Durham County, N. C., in Deed Book _____, page 57.

Fee _____ Paid A. J. Gresham Register of Deeds

Name and Address of Fiduciary:

Riley W. DeHart, Jr., Admr.
3532 Cheek Road
Durham, North Carolina 27704

In the Matter of the Estate Of:

John Samuel Terry, deceased

Date of Appointment: March 7, 1978

Attorney: Kenneth R. Embree, P. O. Box 994

Surety: Reliance Insurance company
By Paul B. Phillips, Atty-in-fact Bond \$9,350.00

Date of ~~Burial~~ Death: January 29, 1978

Date	DOCKET ENTRIES	Film No.	Fee	Date Paid
<u>March 7, 1978</u>	Renunciation of Right to Administration, Application for Letters of Administration, Oath of Administrator, Bond, Order Authorizing Issuance of Letters, Letters of Administration			
<u>Aug. 10, 1978</u>	<u>90 Day Surety</u>	<u>78-9-063</u>	<u>10.00</u>	<u>March 7, 1978</u>
<u>Oct. 19, 1978</u>	<u>Return</u>	<u>78-35-125</u>	<u>2.40</u>	<u>Aug. 10, 1978</u>
<u>Jan. 29, 1979</u>	<u>Treas' Allowance</u>	<u>78-54-167</u>	<u>--</u>	
<u>Mar. 7, 1979</u>	<u>Historic records extending time</u>	<u>79-6-133</u>	<u>8.50</u>	<u>Jan. 25, 1979</u>
<u>May 24, 1979</u>	<u>Underpinning for Cert.</u>	<u>79-9-125</u>	<u>--</u>	
<u>Sept. 24, 1979</u>	<u>Annual Account</u>	<u>79-21-222</u>	<u>552.60</u>	<u>May 24, 1979</u>
<u>3-7-88</u>	<u>Final Account</u>	<u>79-41-105</u>	<u>1.90</u>	<u>9-24-79</u>
		<u>88-17-154</u>	<u>31.00</u>	<u>3-7-88</u>

NORTH CAROLINA)
DURHAM COUNTY)

IN THE SUPERIOR COURT
BEFORE THE CLERK

IN RE:
MARY T. MEBANE, ADMINISTRATRIX
OF THE ESTATE OF JOHN W. TERRY,
DECEASED.)

FINAL REPORT AND ACCOUNTING

TO THE HONORABLE CLERK OF SUPERIOR COURT, DURHAM COUNTY, NORTH CAROLINA:

THE ADMINISTRATRIX, in the above captioned matter, respectfully reports and shows unto the court the following:

1.

That she was duly appointed, and qualified, as administratrix of the Estate of John W. Terry, late of Durham County, North Carolina on the 29th. day of October, 1952, and she has served in such capacity since said appointment.

2.

That having fully administered the aforesaid estate, she now files the final accounting thereof, to wit:

RECEIPTS

<u>Received From</u>	<u>Amount</u>
Cash found on decedent's person -----	\$ 300.09
The Fidelity Bank of Durham - decedent's saving account -	230.31
Farmer's Mutual, Inc. - sale of corporate stock -----	27.30
Advanced by heirs (explained hereinafter) -----	<u>571.84</u>
TOTAL ---	\$1129.54

DISBURSEMENTS

<u>Paid to</u>	<u>For</u>	<u>Amount</u>
Clerk of Sup. Ct. -----	qualifying adm'tx, etc. ---	\$ 5.40 ✓
News-Journal -----	Publishing creditor's notice -----	5.50 ✓
Clerk of Sup. Ct. -----	filing inventory -----	.90 ✓
Marsteller Corporation -----	monument at grave -----	185.00 ✓
Hall Wynne Company -----	funeral expenses -----	776.55 ✓
N. C. Dept. of Revenue -----	inheritance taxes -----	149.29 ✓
Clerk of Sup. Ct. -----	final court costs -----	<u>6.90</u> ✓
TOTAL ---		\$1129.54

Total Receipts ----- \$1129.54
Total Disbursements --- 1129.54
BALANCE----- \$0000.00

The advancement as shown by heirs in the schedule of receipts was made in cash in order that the articles of personalty, and realty, belonging to the estate need not be sold to discharge the debts against the estate as shown in the schedule of disbursements; the agreement of the heirs being hereto attached and asked to be made part of this final report and accounting.

3.

The administratrix, and her attorney, by their respective signatures hereunder, do waive and discharge all claims against the said estate for compensation for their services as the administratrix and the attorney for administratrix.

WHEREFORE, the administratrix, having completed the administration of said estate, prays the court that this report and accounting be audited, approved, and that she be discharged as administratrix, along with her surety.

Mary J. Mebane
ADMINISTRATRIX

Jack C. Powell
ATTORNEY FOR ADMINISTRATRIX

NORTH CAROLINA }
DURHAM COUNTY }

MARY T. MEBANE, first being duly sworn, says: that the foregoing final report and accounting in the matter of the Estate of John W. Terry, Deceased is true, correct and complete in all respects.

Mary J. Mebane
MARY T. MEBANE

Sworn and subscribed to before me
This 5 day of November, 1953.

Annie Belle Louise Asit
CLERK OF SUPERIOR COURT

NORTH CAROLINA }
DURHAM COUNTY }

ORDER

The foregoing report and accounting has been audited, the vouchers submitted and examined, and said account is hereby approved and confirmed; and the said Mary T. Mebane, and her surety, is hereby discharged further duties in this matter.

This being the 5 day of November, 1953.

Annie Belle Louise Asit
CLERK OF SUPERIOR COURT

NORTH CAROLINA }
DURHAM COUNTY }

MARY T. MEBANE }
AND }
JOHN S. TERRY }

CONTRACT

THIS CONTRACT AND AGREEMENT, made this 17th. day of October, 1953 by and between Mary T. Mebane and John S. Terry, both residents of Durham County, North Carolina;

WITNESSETH:

THAT WHEREAS, the aforesaid parties to this agreement are the only heirs of John W. Terry, late of Durham County, North Carolina, now deceased; and the estate of said decedent is now nearing the end of administration, and it is the intent of the parties to this contract to set forth their agreement as to the ownership of the various articles of personalty listed in the inventory and all personalty inherited from said estate, whether specifically described in the inventory or not;

NOW, THEREFORE, in consideration of the promises, agreements, and covenants hereinunder set forth, the parties do now mutually contract, covenant and agree:

1.

That the capital stock of the Farmers Mutual, Inc., which has been sold and the cash received deposited in the administratrix's bank account for the estate aforesaid, shall be applied to the cost of administration of the estate and all other costs shall be equally paid by the parties in order that no further personalty need be sold for payment of such expenses.

2.

That all personalty inherited shall be owned jointly by the parties, each having an undivided one-half interest therein, including the 1936 Chevrolet automobile which for convenience sake was transferred to John S. Terry. Nothing in this agreement, however, shall prevent either party at any time from obtaining their respective interest by actual division or division and sale or any other means proper.

WHEREFORE, the parties hereto do now set their hands and seals the day and year first above written.

Mary T. Mebane (SEAL)
John S. Terry (SEAL)

NORTH CAROLINA }
NORTH CAROLINA }

Before me, the undersigned Notary Public of Durham County, North Carolina, this day personally appeared Mary T. Mebane and John S. Terry and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 18 day of October, 1953.

Marie Gregoire
NOTARY PUBLIC

My commission expires:

10-12-54

Mail: B. M. Sessions

NORTH CAROLINA

DURHAM COUNTY

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into this 3rd day of ~~September~~ ⁷ April, 1988 by and between MARY T. MEBANE and husband SAMUEL N. MEBANE, parties of the first part, hereinafter referred to as "GRANTORS" and SHIRLEY T. TERRY, widow, and MELANIE ANNE KATE TERRY, minor, parties of the second part, hereinafter referred to as "GRANTEES";

W I T N E S S E T H :

WHEREAS, Mary T. Mebane and John Samuel Terry, deceased, sister and brother, were the joint owners as tenants in common of a tract of land situate in Lebanon Township, Durham County, North Carolina containing 181.70 acres, more or less; and

WHEREAS, John Samuel Terry is now deceased leaving surviving him the Grantees, Shirley T. Terry and Melanie Anne Kate Terry, as his sole heirs to his interest in said tract of land; and

WHEREAS, the parties desire to divide said tract into two (2) equal tracts; and

WHEREAS, for said purpose the Grantors have entered into this Conveyance of Quitclaim for the purpose of relinquishing any and all interests which they may have in and to that tract of land hereinafter described which is, by division of the total tract, to become the sole and separate property of the Grantees.

NOW, THEREFORE, for and in consideration of the exchange of conveyances to effectuate such division and other good and valuable

24756

Prepared By

LAW OFFICES: BRYANT, DREW & PATTERSON, P.A. FIRST NATIONAL BANK BUILDING DURHAM, N. C.

\$12.00

considerations, the Grantors do hereby give, grant, bargain, sell, convey and quitclaim any and all interest which they may now have or may hereafter have in and to the following described tract of land lying and being in Lebanon Township, Durham County, North Carolina and more particularly described as follows:

BEGINNING at a stake on the west side of Guess Road at the common corner between the lands of the parties hereto and William Smith and running thence from said point of beginning along and with the lines of William Smith, Henry Bates, Jerry L. Hunt and Thomas Hill South 27° 08' West 1,665.83 feet to a stake, a corner of Thomas Hill and Roscoe L. Strickland, Jr., thence from said stake North 51° 00' West 190.41 feet; thence North 83° 08' 53" West 1,542.37 feet to a stake; thence North 6° 17' 38" East 964.00 feet to a stake designated "Control Corner"; thence North 82° 22' 51" West 657.09 feet to a stake; thence North 07° 37' 09" East 585.96 feet to a stake; thence South 82° 22' 51" East 1,747.25 feet to a stake; thence North 25° 51' 15" East 868.17 feet to a stake on the west side of Guess Road; thence along and with the west side of Guess Road South 41° 11' 00" East 817.41 feet to a stake; thence continuing with the west side of Guess Road along an arc the radius of which is 2,241.65 feet a distance of 134.50 feet to a stake on the west side of Guess Road, the northeast corner of a tract shown as "J. S. Terry Heirs" on the plat hereinafter referred to; thence South 21° 25' West 93.50 feet to a stake; thence South 63° 40' West 48.10 feet to a stake; thence North 87° 13' West 48.10 feet to a stake, the northwest corner of the tract of "J. S. Terry Heirs"; thence South 19° 10' East 294.50 feet to a stake; thence North 36° 33' East 253.70 feet to a stake on the west side of Guess Road; thence along and with the west side of Guess Road; South 26° 54' East 110.74 feet to a stake, the point or place of beginning; the same containing 90.85 acres, more or less, and designated as Tract 2 on the plat entitled "Property of John Samuel Terry Heirs and Mary Terry Mebane" prepared by J. Watts Copley, land surveyor, dated October 31, 1985 and recorded in the Office of the Register of Deeds of Durham County in Plat Book 116 at Page 16 to which plat reference is hereby made for a more particular description of the same.

TO HAVE AND TO HOLD unto the Grantees any and all interest of the Grantors in and to said tract of land.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals the day and year first above written.

Mary T. Mebane (SEAL)
Mary T. Mebane

Samuel N. Mebane (SEAL)
Samuel N. Mebane

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, Shirley E. Patz, a Notary Public in and for said County and State, do hereby certify that MARY T. MEBANE personally appeared before me this day and acknowledged the due execution of the foregoing QUITCLAIM DEED.

WITNESS my hand and notarial seal, this the 3 day of September, 1988.

Shirley E. Patz
Notary Public

My Commission Expires:

9-5-88



9800 24 04

NORTH CAROLINA
COUNTY OF ORANGE

)
)
)

LAST WILL AND TESTAMENT

I, SHIRLEY T. TERRY, a resident of and domiciled in the County of Orange, and State of North Carolina, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

IMPRIMIS

At the time of execution of this will, my family consists of my children: EVELYN VICTORIA FISHER, who was born August 12, 1951 and MELANIE ANNE KATE TERRY, who was born August 23, 1970.

ITEM I

Payment of Expenses and Debts. I direct that my funeral expenses, including the cost of a suitable grave marker, the costs of administering my estate and all legal debts allowable as claims against my estate, be paid out of the general funds of my estate.

ITEM II

Payment of All Taxes. I direct that all estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), or on any insurance upon my life or on any property held jointly by me with another or on any transfer made by me during my lifetime or on any other property or interests in property included in my estate for such tax purposes be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

*Filed
2-24-95
Robin J. Jagers
Deputy Clerk
95-E-107*

Shirley T. Terry (SEAL)
Shirley T. Terry

ITEM III

Bequest of Tangible Personal Property. I give and bequeath all of my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, to my children surviving me, in approximately equal shares, provided, however, the issue of a deceased child surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of the said property among themselves, my executor shall make such division among them, the decision of my executor to be in all respects binding upon my issue. I request that my executor and my issue abide by any memorandum by me directing the disposition of this property or any part thereof. This request is mandatory. If any beneficiary hereunder is a minor, my executor may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of my executor.

The cost of packing and shipping such property shall be charged against my estate as an expense of administration.

 (SEAL)
Shirley T. Terry

ITEM IV

Residue. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to TONI T. TURNER and JAMES E. TURNER as Trustees under that certain Trust Agreement between myself as Settlor and TONI T. TURNER and JAMES E. TURNER as Trustees executed prior to the execution of this Will on Feb. 23, 1981 at 5:05^{p.m.} The Trustees shall add the property bequeathed and devised by this Item to the corpus of the above described Trust and shall hold, administer and distribute said property in accordance with the provisions of the said Trust Agreement, including any amendments thereto made before my death.

ITEM V

Alternate Provision if Item IV is Invalid. In the event for any reason the bequest and devise under Item IV is ineffective and invalid, then I hereby give, devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to TONI T. TURNER and JAMES E. TURNER as Trustees to be held, administered and distributed in accordance with the provisions of that certain Trust Agreement between myself as Settlor and TONI T. TURNER and JAMES E. TURNER as Trustees executed prior to the execution of this Will on Feb. 23, 1981 at 5:05 P. which Trust Agreement is hereby incorporated by reference and made a part hereof the same as if the entire Trust Agreement were set forth herein. If for any reason TONI T. TURNER and JAMES E. TURNER are unable or unwilling to serve, then I hereby nominate, constitute and appoint as successor or substitute


Shirley T. Terry (SEAL)

Trustee a bank or trust company qualified to do business in the State of my domicile at the time of my death, which successor or substitute Trustee shall be designated in a written instrument filed with the court having jurisdiction over this Will and signed by RILEY W. DeHART, JR., or if he fails to act, by the Court having jurisdiction over the probate of my estate.

ITEM VI

Executor. I hereby nominate, constitute and appoint as Executors of this my Last Will and Testament TONI T. TURNER and JAMES E. TURNER and direct that they shall serve without bond.

ITEM VII

Definition of Executor. Whenever the word "Executor" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers and duties, authority and responsibility conferred upon the Executor originally named herein.

ITEM VIII

Fee for Executors. For services as Executors, my Executors shall receive an amount which shall be determined by its Standard Fee Schedule in effect and applicable at the time of the performance of such services. If no such schedule shall be in effect at that time, they shall be entitled to reasonable compensation for the services rendered, not to exceed the amount authorized by law.

 (SEAL)
Shirley T. Perry

ITEM IX

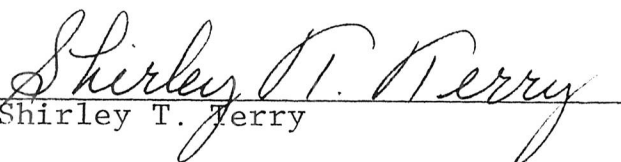
Executor Powers. By way of illustration and not of limitation and in addition to any inherent or implied powers and to the powers set forth in North Carolina General Statutes §28A-13-3(a), the powers enumerated in North Carolina General Statutes §32-27 are incorporated by reference and granted to my Executor and my Trustee, subject to the restrictions of North Carolina General Statutes §32-26(b). My Executor also shall have power to determine what is principal and what is income and to allocate or apportion receipts and expenditures as between principal and income in the sole discretion of my Executor, and the decision of my Executor in this respect shall be final and not subject to question by any beneficiary, regardless of whether any receipt is credited or any expenditure is charged contrary to the provisions of Chapter 37 of the General Statutes of North Carolina, as revised and amended from time to time; to invest and reinvest in stocks, bonds, evidence of indebtedness or other securities; to file income tax returns and agree on allocation of liability or refund; to exercise those statutory elections to claim administration, medical or other expenses as death tax or income tax deductions which appear to cause the lowest combined federal and state death and income taxes, and to use those available optional valuation dates for death tax purposes which appear to cause the lowest combined federal and state death and income taxes, including potential capital gains taxes, all without being required to adjust the resulting value of the interest of any beneficiary or to make any adjustment between principal

 (SEAL)
Shirley T. Terry

and income; to make distributions in cash or in specific property, real or personal, or an undivided interest therein or partly in cash or partly in such property, and to do so without regard to the income tax basis for federal tax purposes of specific property allocated to any beneficiary or trust; and to make direct distribution of assets to or for the benefit of a minor beneficiary, including distributions to a custodian and distributions by registration of stock in the name of a minor. My Executor shall use her discretion in application of these powers and shall not be liable in any manner for any loss resulting from the exercise of her discretion, unless such loss shall result directly from my Executor's gross negligence or willful misconduct.

ITEM X

Ancillary Representative. If it becomes necessary for a representative of my estate to qualify in any jurisdiction other than the State of my domicile at the time of my death, then to the extent that I may legally do so, I hereby nominate, constitute and appoint my Executor named in this Will as my representative in such jurisdiction and direct that such Executor shall serve without bond. If for any reason my Executor is unable or unwilling to serve as such representative or cannot qualify as such representative, then I hereby appoint my Executor named herein to designate (to the extent that it may legally do so) a person or a corporation to serve as my representative and request that such person or corporation shall serve without bond. Any representative named as provided herein (to the extent that it may legally do so) shall have in such jurisdiction all the powers and duties conferred or imposed on my Executor by the provisions of this Will.

 (SEAL)
Shirley T. Terry

ITEM XI

Definition of Children. For the purposes of this my Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

ITEM XII

Common Disaster. If any beneficiary and I should die under such circumstances as would render it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this my Will that said beneficiary predeceased me.

 (SEAL)
Shirley T. Terry

I, SHIRLEY T. TERRY, the testatrix, sign my name to this instrument this 22 day of Feb., 1981 at 5:15 o'clock P.M. and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Shirley T. Terry (SEAL)
Shirley T. Terry

We, Green J. Oakley and BMJ, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testatrix signs and executes this instrument as her last will and that she signs it willingly, and that each of us, in the presence and hearing of the testatrix, hereby signs this will as witness to the testatrix's signing, and that to the best of our knowledge the testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Green J. Oakley
Witness

BMJ
Witness

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

Subscribed, sworn to and acknowledged before me by
SHIRLEY T. TERRY, the testatrix, and subscribed and sworn to
before me by Ellen J. Oakley and
B.M. Sessions, witnesses, this the
23 day of February, 1981.

Dorothy G. Bryan
Notary Public

My commission expires: 1-2-82