

RECORDED
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BOOK 30 / PAGE 026

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STATE OF NORTH CAROLINA

Mecklenburg County

Miss Pearl

Made this 17 day of

FEBRUARY A. D. 19 28 by and between R. L. BERRIER & WIFE NEVADA H. BERRIER

of the County of _____ and State of NORTH CAROLINA

Parties of the first part, and Richard Garvin Miller & Wife, Liza Jane Miller
Wife to: Bk # 2, Box 8509, Max Road, W. C., 28105

of the County of UNION and State of NORTH CAROLINA
parties of the second part:

WITNESSETH, that the said parties of the first part, in consideration of
ONE HUNDRED DOLLARS (1000) & OTHER VALUABLE CONSIDERATION Dollars
to _____ paid by the parties of the second part, the receipt of which is hereby
acknowledged, have bargained and sold and by these present do grant, bargain, sell and
convey unto the said parties of the second part _____ and
_____ heirs, all _____ of land, situate, lying and being in

VANCE TOWNSHIP Township, UNION County, State of

North Carolina, and more particularly described and defined as follows:

Lying and being in Vance Township of Union County, North Carolina, and being Lots Nos. 5 and 6 in the subdivision of "PINWOOD FOREST" as surveyed and platted by Keith J. Moem, Registered Surveyor, June 4, 1965.

BEGINNING at a stake in the Northeast intersection of County Road and 60 foot Pinewood Drive (said stake being N. 45-06-10 E. 100.04 feet; N. 46-47-50 E. 100 feet; N. 47-29-10 E. 260.02 feet from a point on the old line, and being the McCorkle line) and runs thence with the North side of Pinewood Drive, S. 43-19-20 E. 439 feet to a stake, the corner of Lots Nos. 5 and 38; thence with the line of Lots Nos. 5, 6, and 38, N. 47-29-20 E. 200 feet to a stake, the corner of Lots Nos. 7 and 6 on the line of Lot No 38; thence with the line of Lots Nos 6 and 7 N. 43-19-20 W. 436.18 feet to a stake, the front corner of Lots Nos 6 and 7 on said County Road; thence with the east side of said County Road S. 47-29-10 W. 200.02 feet to the BEGINNING.

This being a part of the property as recorded in Deed Book 195, Page 529.

It is understood and agreed that this conveyance is made and accepted, and said realty is hereby granted upon and subject to the following covenants, conditions and restrictions, which shall apply to and run with the said land.

(over)

1. This property shall be used for single-family residential purposes only.
2. The outside structure of the residence must be of brick or brick veneer and the residence must have net less than 1100 square feet of heated floor space.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. No building shall be placed on this lot except that it be set back at least 75 feet from the front/line of said ^{lot} rear on which the property faces.

TO HAVE AND TO HOLD the aforesaid TRACT OR PARCEL

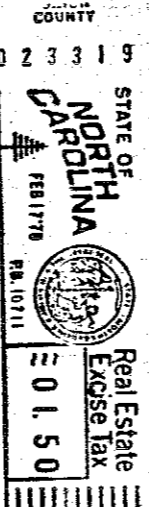
of land and all privileges and appurtenances thereto belonging, to the said

PARTIES OF THE SECOND PART, their

heirs and assigns, to only use and behoof forever.

And the R. J. BERRIER AND WIFE NEVADA H. BERRIER, for h

h heirs, executors and administrators, covenants with the said part of the second part, h heirs and assigns, that h seized of said premises in fee, and ha right to convey the same in fee simple; that the same are free and clear from all incumbrances, and that h will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.



IN TESTIMONY WHEREOF, the said part last of the first part to these presents ha, HAVE hereunto set their hand S, and seal S the day and year above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Dance J. Smith

R. J. Berrier (Seal)

Nevada H. Berrier (Seal)

(Seal)

(Seal)