



BOOK 1-19
PAGE 2202-2205

This instrument prepared by:
R. S. Jones, Jr.
JONES, KEY, MELVIN & PATTON, P. A.

NORTH CAROLINA
MACON COUNTY

WARRANTY DEED

THIS DEED, Made this the 31st day of December, 1991, by PAUL E. GEER and wife, FLORENCE L. GEER, of Citrus County, State of Florida, parties of the first part, and JAMES C. CRANE, SR. of 519 - 47th Street, West, Palmetto, Florida 34221, party of the second part; whether one or more; the neuter gender shall be deemed to include the masculine and the feminine and the singular number the plural, and vice versa;

WITNESSETH, That the said parties of the first part, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto said party of the second part, his heirs and assigns, a certain tract or parcel of land in Ellijay Township, Macon County, State of North Carolina, being more particularly described as follows:

Being all the lands, premises, easements, privileges and appurtenances described in and conveyed by the deed from Dean B. Jorgenson and wife, Mary Jorgenson to Walter Clark and wife, Oree Clark, recorded in the Office of the Register of Deeds for Macon County, North Carolina on July 9, 1980 in Deed Book E-13, page 216, and being described therein as follows:

"TRACT ONE:

Being all the lands, premises, easements, privileges and appurtenances as are described in and conveyed by the deed from Marilyn J. Jorgenson and husband, Harold E. Jorgenson to Dean B. Jorgenson, dated December 17, 1973 and recorded in Office of the Register of Deeds for Macon County, North Carolina, in Deed Book A-10, page 52, and being described therein as follows:

"Being a portion of the land described in the deed from Donnie Mashburn Holland, et ux, et al to Amy M. Jorgenson, et al, dated October 11, 1971, and recorded in the office of Register of Deeds for Macon County, North Carolina in Deed Book Y-8, page 257, and being more particularly described as follows:

"BEGINNING at a point in the center line of a 10-foot wide access road, said point being located South 31 degrees 14 minutes West 11.1 feet from the beginning corner of the land described in the deed from Harold Jorgenson, et ux to Milles A. Gregory, et ux, dated November 14, 1973, and recorded in the office of the Register of Deeds for Macon County, in Deed Book Y-9, page 133; RUNS THENCE with the center line of the said access road, South 31 degrees 14 minutes West 90 feet to a point in the center line of the said access road corner common to Lot # 15, having been conveyed to Amy Marilyn Jorgenson by deed of even date herewith, said point also being witnessed by an iron pipe bearing South 67 degrees 10 minutes East 25 feet; then leaving the access road and with one line common to the Amy Marilyn Jorgenson Tract, South 67 degrees 10 minutes East passing iron pipes

2202

at 25 feet and 125, respectively, whole distance 185 feet to a point in the center line of the Cullasaja River; thence with the center line of the said Cullasaja River, North 37 degrees 20 minutes East 157 feet to a point in the center line of the river, said point being witnessed by an 8-inch Walnut bearing North 83 degrees 08 minutes West 75 feet; thence leaving the River, North 83 degrees 08 minutes West 75 feet to an 8-inch Walnut; thence continuing North 83 degrees 08 minutes West passing an iron pipe at 121 feet, whole distance 146 feet to the point of BEGINNING, and being Lot # 14 of the Cullasaja River Subdivision as described herein from an unrecorded survey and map prepared by J. F. Shope, dated June 1973.

"Parties of the first part further convey unto party of the second part, his heirs and assigns, the right to use in common with parties of the first part, their heirs and assigns, and anyone else who may hereafter acquire the right to use the same, a 30-foot wide access road, the center line of which forms the Northwest boundary of the land conveyed, and extends from the Northwest corner of the land hereby conveyed in a Northeasterly, Northerly then Westerly direction to the Public Road, U.S. Highway No. 64.

"Parties of the first part specifically reserve for themselves, their heirs and assigns, the right to use in common with party of the second part, his heirs and assigns, and anyone else who may hereinafter acquire the right to use the same, the right to use the 30-foot wide road right of way the center line of which forms the Northwest boundary of the land hereby conveyed, including any portion of said road right of way which lies within the boundaries of the land hereby conveyed.

"This conveyance is made subject to the following restrictive covenants and conditions:

"1. Each lot as originally sold by the developer shall be restricted to a single mobile home, travel trailer or house to be occupied by a single family and outbuilding which may serve as garage, carport, storage room, hobby workshop or combination of these. The construction of said building shall be aluminum, block or painted or stained wood. No storage will be permitted under or around mobile homes except for approved utility buildings.

"2. A central water system to serve Cullasaja River Subdivision shall be controlled by the Cullasaja River Subdivision Association in order to provide water supply to each lot, provided that parties of the second part shall pay a prorata share of the maintenance and upkeep of costs of said system according to the number of users of same, said Association to be comprised of lot owners in said subdivision who use the water system.

"3. Easements for water lines and power lines across lots shall be reserved by the developer, the same to be located as to interfere as little as possible with existing or proposed improvements on said lots, and shall be laid along lot lines wherever possible. Easement is also made for the access road. All lots subject to easements of record.

"4. All houses must contain a minimum of 600 square feet of heated floor space; all travel trailers may be placed on a lot for no longer than six months at a time.

"5. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No business enterprise shall be allowed on the premises.

"6. No animals except household pets shall be allowed. No more

than two household pets per residence.

"17. No motorcycles will be permitted to operate inside the subdivision. No junked or wrecked cars may be parked on any lot.

"18. All improvements erected on said lots shall be set back at least ten feet from the rear and side lot lines and fifty feet from the front lot lines.

"19. All lot owners must provide and install 15" culvert pipe in ditch lines under driveways."

"TRACT TWO:

All of the interests of parties of the first part, being a 1/28 undivided interest, in and to those lands, premises, easements, privileges, and appurtenances as are described in and conveyed by the deed from Harold E. Jorgenson and wife, Marilyn J. Jorgenson, to Charles Davidson, et ux., dated July 15, 1976 and recorded in the Office of Register of Deeds for Macon County, North Carolina in Deed Book D-11, page 294, to which we refer for a more complete and accurate description of the premises hereby conveyed."

Reference is had to the Deed recorded in Book D-16, page 97, Records of Macon County, North Carolina.

There is a dwelling house situated upon the lands herein described, and this conveyance includes all contents and personal property presently situated therein.

The lands above described are all the lands described in and conveyed by the deed from Arthur J. Brissman and wife, Barbara Ann Brissman to Paul E. Geer and wife, Florence L. Geer, dated November 13, 1985, recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book R-16, page 381.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging, or in anywise thereunto appertaining, unto the said party of the second part, his heirs, successors, and assigns, to their only use and behoof, in fee simple forever, subject to those exceptions, reservations and limitations following the description hereinabove set forth.

And the said parties of the first part covenant with said party of the second part, his heirs, 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 and clear from all liens and encumbrances and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, subject to those exceptions, reservations and limitations following the description hereinabove set forth.

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

Paul E. Geer (SEAL)
PAUL E. GEER

Florence L. Geer (SEAL)
FLORENCE L. GEER

STATE OF Florida
COUNTY OF Citrus

I, Joyce L. Gallagher, a Notary Public of the aforesaid County and State, hereby certify that PAUL E. GEER and wife, FLORENCE L. GEER personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

WITNESS my hand and Notarial seal, this the 9th day of January, 1992.

Joyce L. Gallagher
Notary Public
My Commission Expires 12-31-95

NOTARY PUBLIC, STATE OF FLORIDA.
COMMISSION EXPIRES 12-31-95
SMALL PRINT: I am not a lawyer and do not practice law.

(NOTARIAL SEAL)

"LIGHT COPY QUALITY"
MACON COUNTY REGISTER OF DEEDS

STATE OF NORTH CAROLINA, COUNTY OF Macon

The foregoing or annexed certificate(s) of Joyce L. Gallagher a N. P. of Citrus County, State of Fl.; attested by Joyce L. Gallagher (Seal) is certified to be correct.

Presented for registration and recorded in this office in Book 1-19, Page 2202-2205, this the 16 day of January, 1992 at 2:15 o'clock P. M.

Jesse Thomas
Register of Deeds
Macon County, North Carolina

2205