



NORTH CAROLINA
BEAUFORT COUNTY

621

THIS DEED, Made this 3rd day of April, 1954, by Rattie B. McMullan and husband, Harry McMullan, hereinafter designated parties of the first part, to Snodie R. Taylor and wife, Louise S. Taylor, hereinafter designated parties of the second part, all parties being of Beaufort County, North Carolina;

W I T N E S S E T H:

That the parties of the first part for and in consideration of the sum of One Hundred Dollars and other valuable consideration, the receipt of which is hereby acknowledged, have bargained and sold and do hereby convey to the said parties of the second part, their heirs and assigns, in fee simple, a certain lot situated on the east side of Runyon Creek, north of Washington Park, in that development known as Honey Pod, which lot or parcel of land is described as the western half of Lot 13 and the eastern half of Lot 14 of subdivision No. 2 of the aforesaid development as the same appears on a map recorded in the Beaufort County Registry in Map Book 6, at Page 86, and which said lot or parcel of land is more particularly described as follows:

Beginning at an iron pipe on the northwest side of Runyon Road, said iron pipe being at the southwest corner of the land of Hilton E. Sawyer and wife; running thence along the northwesterly side of Runyon Road South 49 degrees West 100 feet; running thence North 30 degrees 15 minutes West to the waters edge of Runyon Creek; running thence along the waters edge of Runyon Creek in a northeasterly direction to an iron pipe at the northwest corner of the land of the said Hilton E. Sawyer and wife; running thence with the southwesterly line of the land of the said Hilton E. Sawyer and wife South 34 degrees East 252 feet to the point of beginning.

It is hereby mutually agreed that the above described lot of land is conveyed by the parties of the first part, and purchased by the parties of the second part, subject to the following terms, conditions and covenants and that the same shall run with the land, to-wit:

That it is the intention of the Grantors and the Grantees to establish and maintain a development to be known as Honey Pod, as the same is shown on a map recorded in the Beaufort County Register of Deeds Office in Book 6, Page 86, as an attractive and desirable residential area, and that to accomplish this objective the following enumerated conditions and terms are imposed upon the lot herein conveyed and shall apply to all other lots hereafter conveyed from the Honey Pod Development, as shown on said map, and shall also apply to such other part of Honey Pod Farm as may hereafter be added to the said development by the parties of the first part making a map thereof and causing the same to be recorded in the Register of Deeds Office in Beaufort County.

1. That not more than one dwelling may be constructed on each lot now or hereafter sold. That any dwelling constructed on the said lot shall not be closer than 10 feet from either side line, and shall not be closer than 50 feet from Runyon Road. That no interments shall be made on the said lot. That no sewage disposal shall empty into Runyon Creek, and that approved septic tanks and septic tank disposal fields shall be used for each residence. That the right is reserved to lay any necessary pipes for sewage, water or gas across said lot in the most convenient manner for all persons residing in the area, and a telephone line may be constructed across said lot, provided that telephone poles may be placed only on the side lines of said lots. That the parties of the second part, their heirs or assigns, shall not conduct or permit to be conducted on any portion of the premises any trade, business, or any manufacturing of any kind whatsoever. That no livestock shall be kept on said premises, other than the usual and normal household animals, no other business of offensive or unsanitary nature shall be permitted upon said premises.

2. That the premises hereby conveyed shall not be sold, rented, or otherwise disposed of to negroes, or persons of negro descent, and that no part of said premises shall ever be owned or occupied by any negro or persons of negro descent, unless employed in the usual manner of employment by the owner of the premises.

3. It is understood and agreed between the parties hereto that the restrictions and covenants hereinbefore set out shall also apply to all of the remainder of the subdivision shown on said map and all lots here-

after sold which are included in the said development, and also to any additional part of the Honey Pod Farm property which may hereafter be added to said development by the parties of the first part by making and recording a map showing the same.

4. The parties of the first part hereby grant to the parties of the second part the right of ingress, egress and use of the 50 foot private road and right of way, which road is laid out for the exclusive use of the parties to this deed, their heirs and assigns, and such other persons who may acquire a lot or lots in this subdivision, as the same is now constructed on the aforesaid Honey Pod Farm. The said road begins at the Brick Kiln Road and extends in a general southwardly direction to the northern side line of the property owned by the Norfolk and Southern Railroad Company, thence a 16 foot right of way across the aforesaid railroad property, as the road is presently laid out and existing, to the edge of Maple Branch, thence across the Maple Branch bridge and through and across the property of the parties of the first part to the River Road, said 16 foot right of way from Maple Branch to the River Road being the westernmost 16 feet of the property belonging to the parties of the first part, adjoining the eastern side line of Russell Wiley. It is agreed between the parties hereto that the parties of the first part shall have no responsibility for the upkeep and maintenance of the aforesaid private road and bridge.

5. The parties of the first part reserve the right to sell one or more lots on the southeastern side of Runyon Road to be used for business or commercial purposes of a character that would be serviceable to residents of this development.

TO HAVE AND TO HOLD the above described lot of land and all privileges and appurtenances thereto belonging unto the said Snodie R. Taylor and wife, Louise S. Taylor, their heirs and assigns in fee simple.

The parties of the first part covenant to and with the parties of the second part that they are seized of the above described premises in fee simple, that they have the right to convey the same, that the same is free and clear from all encumbrances, and that they will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the parties of the first part have hereto set their hands and seals the day and year first above written.

Pattie B. Mc-Mullan (SEAL)
Pattie B. McMullan

Harry McMullan (SEAL)
Harry McMullan

* * * * *

NORTH CAROLINA

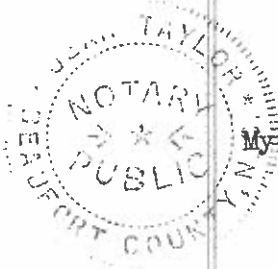
BEAUFORT COUNTY

Before me, Jean Taylor, a Notary Public in and for the State and County aforesaid, this day personally appeared Pattie B. McMullan and husband, Harry McMullan, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial seal, this the 3rd day of April, 1954.

Jean Taylor
Notary Public

My Commission expires: 12-28-55.



North Carolina Beaufort County
The foregoing certificate of Jean Taylor
a Notary Public of Beaufort Co. is adjudged to
be correct. Let instrument with certificate be registered.
Witness my hand this the 3 day of April 1954.

Ada M. Taylor Clerk Superior Court

Filed April 3, 1954 at 11:40 A.M.

C. C. Duke, Register of Deeds