

Samuel R. Ramey
REGISTER OF DEEDS
JACKSON CO., N.C.

ROAD RIGHT OF WAY

W I T N E S S E T H

WHEREAS, in return the party of the second part agreed to accept a purchase money note and a purchase money deed of trust, and in the event of default or not, the party of the second part will retain the right of ways herein conveyed and also covenants to join in the upkeep by paying one (1) annual road assessment in the total amount of \$150.00 should

they sell their property with the easement or if any lot or tract is sold or conveyed by the party of the second part, each lot or tract conveyance shall be made subject to an individual lot road assessment of \$150.00 annually, being the same road maintenance fee as the lot owners in Hemlock Falls.

NOW THEREFORE, for and in consideration of ten dollars (\$10.00), and other good and valuable considerations to them paid by the party of the second part, the receipt of which is hereby acknowledged, the party of the first part have given, granted, bargained, sold and conveyed and by these presents do hereby give, grant, bargain, sell and convey unto the said party of the second part, an appurtenant joint right of way over the roads and rights of ways as they now exist and as will be constructed in the future, over the lands of the party of the first part, known as Hemlock Falls, its extension and the property lately acquired from the party of the second part, to use jointly with others for ingress, egress, regress, utilities, repair and maintenance of the same to the Betty's Branch public road, and with this conveyance the party of the second part covenants and agrees that in the event of a default, or not, in the abovementioned purchase money note and deed of trust, the party of the second part will retain the rights of way herein conveyed and also covenants to join in the upkeep of the roads by paying one (1) annual road assessment in the total amount of \$150.00, in the event of default, and further covenants that if lots or tracts are sold from any tract of the party of the second part with this right of way, each lot or tract conveyance shall be made subject to an individual lot road assessment of \$150.00 annually, being the same as is charged to the lot owners of Hemlock Falls. Maintenance and upkeep does not include expenses incurred to upgrade road for residential development purposes.

This right of way is subject to the terms of the right of way conveyed and reserved to Sylva Supply Co., which right of way is recorded in the Jackson County Registry.

TO HAVE AND TO HOLD the aforesaid and described right of way, with all the rights, privileges and appurtenances thereunto belonging, or in anywise appertaining, unto the said parties of the second part, its successors and assigns, to its only use and behoof in fee simple, forever.

AND the parties of the first part, for themselves, their successors and assigns, covenant to and with the parties of the second part, its successors and assigns, that they are seized of the right of way in fee, and have a good and lawful right and power to convey the same in fee simple; that the right of way is free and clear from all liens and encumbrances, and that the parties of the first part, their

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successors and assigns, will, have and by these presents, do hereby forever warrant and will forever defend the title to the same unto the parties of the second part, its successors and assigns, against all lawful claims, whatsoever, of all persons, whomsoever.

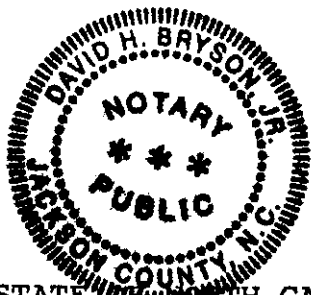
IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals on this day and year as hereinabove written.

Alvin N. Kinkaid (Seal)
Alvin N. Kinkaid, Trustee

Virginia H. Kinkaid (Seal)
Virginia H. Kinkaid, Trustee

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, DAVID H. BRYSON JR. a Notary Public of said county and state do hereby certify that ALVIN N. KINKAID and VIRGINIA H. KINKAID, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this 25TH day of APRIL, 1997.



STATE OF NORTH CAROLINA
COUNTY OF JACKSON

David H. Bryson Jr.
Notary Public
My Commission Expires:
10-30-2000

The foregoing certificate of David H. Bryson Jr., a Notary Public, is certified to be correct and this instrument was presented for registration and duly registered in Book 956, at Page _____, at 1:23 o'clock P.M.

WITNESS my hand and official seal this 25TH day of April, 1997.

Conrad Barren Jr.
Register of Deeds
LaRae Harper, assr