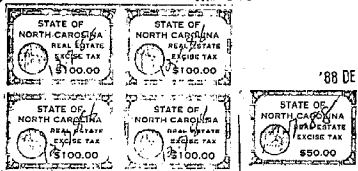


BOOK 93 PAGE 430

THIS PRESENTED TO TAX OFFICE DATE DEC 7 1988 CRAWFORD COLLINS



'88 DEC 7 PM 3 06

Excise Tax 450.00

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Mail after recording to Forquess, Stein, Watt, Wa. as & Ackins, P.A., 700 East  
Stonewall Street, Charlotte, North Carolina 28202

This instrument was prepared by Frank E. Emory, Jr.  
Brief description for the index \_\_\_\_\_

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 3rd day of December, 1988, by and between  
GRANTOR GRANTEE

The Hammocks Beach Corporation,  
a North Carolina non-profit  
Corporation

State of North Carolina

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 Swansboro \_\_\_\_\_ Swansboro \_\_\_\_\_ Township, Onslow \_\_\_\_\_ County, North Carolina and more particularly described as follows: -

(See Exhibit A)



N.C. Gen. Assoc. Form No. 3 D 1978, Revised 1977.  
Printed by Agreement with the NC Bar Assoc. 1981.

BOOK 903 PAGE 431  
EXHIBIT A

Being a 30.00 Acres, plus or minus tract of land in Onslow County, North Carolina. Said tract is the south east portion of the land shown on the map of Section Three, The Hammocks, as recorded in the Onslow County, North Carolina, Register of Deeds in map book 24, page 74, slide D-22. The above tract of land is further defined as being bounded on the East by State Route 1511, bounded on the South by Hammocks Beach State Park and the Inland Waterway, and bounded on the West and North by the Hammocks Beach Corporation.

The property is more particularly described as follows: Beginning at an iron pipe in the west right of way of S.R. 1511 said point being S60°45'20"W 30.00' from a P.K. nail in the centerline of S.R. 1511, said P.K. nail being located S29°14'40"E 2913.93' from a nail and cap in the centerlines of S.R.1511 and S.R. 1552 as shown on the above referenced map of Section Three, The Hammocks. Thence from the point of beginning S29°14'40"E 609.56, with the west right of way of S.R. 1511 to an iron pipe, the north east corner of Hammocks Beach State Park, Thence with the north line of Hammocks Beach State Park S74°52'05"W 769.48' to an iron pipe, the north west corner of the Hammocks Beach State Park, Thence with the west boundary of Hammocks Beach State Park the following courses and distances, S12°19'05"E 109.68' to an iron pipe, Thence S77°43'45"W 19.93' to an iron pipe, Thence S12°19'05"E 19.94' to an iron pipe, Thence S46°10'10"E 185.23' to an iron pipe, Thence S19°36'35"E 52.27' to the high tide line of the Inland Waterway, the south west corner of Hammocks Beach State Park, Thence with the high tide line of the Inland Waterway the following courses and distances S77°34'40"W 144.39', S83°58'40"W 175.15', S75°39'35"W 293.08', S89°28'15"W 143.97', S80°56'50"W 257.07', S86°53'35"W 111.47' to an iron pipe, Thence leaving the high tide line N9°04'10"E 695.96' to an iron pipe, Thence N42°22'30"E 1099.30' to an iron pipe, Thence S29°14'40"E 497.66' to an iron pipe, Thence N60°45'20"E 340.00' to the point of beginning, containing 30.00 Acres, plus or minus. For title reference see Hammocks Beach Corporation in Deed Book 855, Page 133, in the Onslow County, North Carolina, Register of Deeds Office.

Said property is conveyed free of trust pursuant to Order of the Onslow County Superior Court dated December 1, 1988 in case 86 CVS 1466.

BOOK 903 PAGE 432

NORTH CAROLINA )  
COUNTY OF ONSLOW )

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
86-CVS-1466

HAMMOCKS BEACH CORPORATION  
a nonprofit corporation,

Plaintiff,

v.

THE FRESH AIR FUND, et. al.,

Defendants.

CONSENT ORDER

REC'D - 1 FILED ST  
CLERK OF SUPERIOR COURT  
COUNTY OF ONSLOW

THIS MATTER coming before the Court on motion of the plaintiff, Hammocks Beach Corporation, HBC, at the \_\_\_\_\_ September, 1988 mixed session of Superior Court in Onslow County;

IT APPEARING to the Court that the transfer anticipated by the plaintiff is in furtherance of the terms of the Trust Agreement modified by the Consent Judgment of this Court on 29 October 1987;

AND IT FURTHER APPEARING that the proceeds from said transfer can and will be used in furtherance of said Trust and that the anticipated grantee, the State of North Carolina, will utilize the acreage obtained for recreational and educational purposes as required by the Trust;

BASED UPON the evidence before the court and the consent of the parties hereto, the court makes the following Findings of Fact:

1. Proper Notice has been given to the Attorney General of North Carolina as required;

Page 1 of 3

A  
CLERK  
COUNTY  
BY *[Signature]*  
CLERK OF SUPERIOR COURT  
COUNTY OF ONSLOW

2. The HBC proposes to sell to the State of North Carolina thirty (30) acres of the lands held by it in trust for Fifteen Thousand and No/100 (\$15,000.00) per acre;

3. The terms of the proposed sale are proper and reasonable;

4. The number and location of the acres to be transferred, upon such transfer, will not adversely affect the HBC's ability to use the balance of its lands for educational and recreational purposes as required by the charitable trust contained in the trust documents;

5. The proceeds from the sale will be used by the HBC to satisfy its now existing and valid debts. The balance thereof will be used in accordance with the provisions of the Trust documents.

6. The Attorney General of North Carolina, as representative of the interests of all beneficiaries of charitable trusts as provided in N. C. Gen. Stat. §36A-53 et. seq., consents to the proposed sale;

7. The proposed sale will further the goals of the charitable trust which names the HBC as trustee.

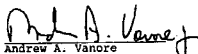
BASED ON THE FOREGOING FINDINGS OF FACT, the Court concludes as a matter of law that the proposed sale is proper and reasonable and in furtherance of the terms of the charitable trust.

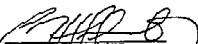
IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the IBC is authorized to transfer to the State of North Carolina thirty (30) acres of land more particularly described in exhibit A attached hereto, at the price of fifteen Thousand Dollars (\$15,000.00) per acre in accordance with the terms set forth in the contract of sale attached hereto as exhibit B.

This 1st day of December, 1988.

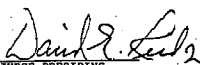
WE CONSENT:

  
Frank E. Emory, Sr.  
Attorney for Hammocks Beach

  
Andrew A. Vanore  
Senior Deputy Attorney General

  
Lacy H. Thornburg  
Attorney General of North Carolina

SO ORDERED:

  
JUDGE PRESIDING

BOOK 903 PAGE 435

The property hereinabove described was acquired by Grantor by instrument recorded in \_\_\_\_\_

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_

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, and 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, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE HAMMOCKS BEACH CORPORATION

(Corporate Seal)

By: *Ruth B. Jones*

President

ATTEST: *E. B. Palmer*

Executive Secretary (Corporate Seal)

USE BEAL AND SEAL

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

SEAL-STAMP

NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_ Notary Public

SEAL-STAMP

NORTH CAROLINA, Burcombe County.

I, a Notary Public of the County and State aforesaid, certify that E. B. Palmer Executive Secretary of The Hammocks Beach Corporation 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, seated with its corporate seal and attested by him as its Executive Secretary. Witness my hand and official stamp or seal, this 24 day of December, 1988. My Commission Expires June 19, 1991.  
My commission expires: \_\_\_\_\_ Notary Public *Jacquelyn Lorraine Horne*

The foregoing Certificate(s) of Jacquelyn Lorraine Horne

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

*Arthur M. Horne* REGISTER OF DEEDS FOR Onslow COUNTY

By \_\_\_\_\_ Deputy/Assistant-Register of Deeds

71#

BOOK 903 PAGE 436


December 7, 1988

The undersigned attorney, when preparing the attached instrument, which was recorded on December 29, 1987 in BOOK 801 Page 300, Onslow County Registry, caused it to be prepared showing Earl Swinson, Cecil Swinson, Nancy Fisher as Grantors

Whereas the instrument should have been prepared showing: Earl Swinson, Cecil Swinson, Nancy Fisher, Inez Swinson, and Mellie Marie Swinson as Grantors; and

Whereas said error is a minor error as defined in GS 47-31.1;

Now, Therefore, in compliance with said statute, the undersigned has corrected the said error, and has caused the said instrument, together with this statement, to be re-recorded.

  
Robert T. Hargett  
Attorney at Law