



OFFICE OF THE CITY MANAGER

City of Cherryville

116 S. Mountain Street
NORTH CAROLINA 28021

Phone: (704)-435-1711

Fax: (704) 435-9933

TO: Mr. Al Putnam, President of Cherryville Historical Association Inc.

From: Brian Dalton

Date: August 9th, 2023

In accordance with Section (17) of the lease between the City of Cherryville and the Cherryville Historical Association Inc. this letter is notice that the City of Cherryville will not renew the lease with the Cherryville Historical Association Inc. for 2024. The City of Cherryville asks that you return keys and vacate the building of 109 E. Main St in Cherryville, NC no later than December 31, 2023.

CC: Pat C. Sherrill Executive Director

Board Members: Amy Doster

Gregory Payseur

Linda Barger

Richard Hubbard

Lorie Pruitt

Respectfully,

Brian Dalton

City of Cherryville

City Manager

Prepared by: Palmer E. Huffstetler, Jr., City Attorney, Cherryville NC 28021

STATE OF NORTH CAROLINA
COUNTY OF GASTON

LEASE AGREEMENT

THIS LEASE, dated the _____ day of November, 2002. By and Between the **CITY OF CHERRYVILLE**, a municipal corporation hereinafter referred to as the "LANDLORD", and the **CHERRYVILLE HISTORICAL ASSOCIATION, INC.**, a non-profit corporation chartered hereinafter referred to as the "TENANT";

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes, in its present condition, from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows:

Situated in the City of Cherryville, County of Gaston and State of North Carolina on the North side of East Main Street known as the "Old City Hall".

THIS DEMISE SHALL BE UPON THE FOLLOWING TERMS AND CONDITIONS:

1. Term. The term of this demise shall be for one (1) year beginning December 1, 2002 and ending December 1, 2003.
2. Rent. The rent for the demised term shall be at the yearly rate of One Dollar (\$1.00). The said rent is to be payable in advance, beginning on the 1st day of December, 2002, at the office of the Landlord at 116 South Mountain Street, Cherryville, North Carolina, or as may be otherwise directed by the Landlord in writing.
3. Quiet Enjoyment. The Landlord covenants that the Tenant, on

paying the said rental and performing the covenants and conditions in this LEASE contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid, and the landlord warrants that the Landlord has the full right and authority to made and enter into this LEASE.

4. Use. The Tenant covenants and agrees to use the demised premises as a historical museum and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

5. Payment of Rent. The Tenant shall, without any previous demand therefor, pay to the Landlord, or the Landlord's designated agent, the said rent at the times and in the manner above provided. In the event of the nonpayment of said rent, or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten (10) days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or the Landlord's agent shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable, civilly or criminally, for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this LEASE shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this LEASE. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition.

6. Sub-letting. The Tenant shall not sub-let the demised premises nor any portion or interest therein or thereof, nor shall this LEASE or any interest arising herefrom be assigned or hypothecated by the Tenant without the prior written consent of the Landlord.

7. Condition, Maintenance, and Removal. The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations, guarantys, or warrantys on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Landlord shall maintain and keep in good repair the outer walls and roof of the demised premises, and the Tenant shall maintain and keep in good repair all interior areas of the demised premises as well as all utilities and services therein. The Tenant shall quit and surrender the premises at the end of the demised term in as good

condition as the reasonable use thereof will permit. All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant which can be removed without causing any damage to the demised premises, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this LEASE, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. The Tenant further agrees to keep the sidewalks and all ingress and egress areas of the demised premises clean and free of obstruction, snow and ice, and the Tenant shall keep the yard or grounds surrounding the premises in a clean and neat appearance.

8. Liens. In the event that any mechanics' lien is filed against the premises as a result of alteration, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may terminate this LEASE and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.

9. Glass. The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises.

10. Damage or Injury. The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons on and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

11. Utilities. Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows:

Water by the Landlord;	Gas by the Tenant;
Electricity by the Landlord;	Heat by the Tenant;
Refrigeration by the Tenant;	Hot water by the Tenant;
Telephone by the Tenant.	

12. Entry and Inspection. The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours, day or

night, to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as the Landlord shall deem necessary for the safety, preservation or restoration of the demised premises or any improvement thereon, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers. For three (3) months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants.

13. Damage or Destruction. In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements, an act of God or the public enemy, or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such damage or destruction, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the premises, be discharged from this LEASE, and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said damage or destruction, the Landlord may enter and repair the same, but this LEASE shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises, regardless of the cause of the said damage.

14. Compliance With Laws. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of Federal, State, County and Municipal authorities applicable to the activity to be conducted upon or occupancy of the demised premises by the Tenant. The Tenant agrees not to do or permit anything to be done upon said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements upon the demised

premises or any part thereof, or on personal property kept therein, or which will obstruct or interfere with the rights of other persons, or conflict with the regulations of the Fire Department or with the right of other persons. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

15. Signs. No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

16. Remedies. In case of violation by the Tenant of any of the covenants, agreements and conditions of this LEASE, and upon failure to discontinue such violation within ten (10) days after notice thereof given to the Tenant, this LEASE shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter and take possession of the demised premises. The full rent for the entire term of this LEASE in such case shall become due, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise the option under this paragraph operate to defeat the right of the Landlord to declare this LEASE null and void and to re-enter the demised premises after the said breach or violation.

17. Renewal. This LEASE will automatically renew for an additional term of one (1) year, and continue to renew annually, unless the Tenant gives the Landlord two (2) months notice of the Tenant's intent to not renew prior to the expiration of the lease term.

18. Insurance. The Landlord shall maintain insurance on all structures on the demised premises in the sum of not less than \$100,000.00; the Tenant shall maintain insurance on all personal property thereon in the sum of not less than \$100,000.00, as well as liability insurance in the sum of not less than \$100,000.00, the parties hereto do mutually agree to indemnify and mutually hold each other harmless from any judgments, liens, deficiencies, and losses; and the Tenant releases the Landlord from all defects in the demised premises, whether known, unknown, foreseen, unforeseen, concealed, or open.

19. Notices. All notices and demands, legal or otherwise, incidental to this LEASE, or the occupation of the demised premises, shall be in writing. If the Landlord or the Landlord's agent desires to give or serve upon the registered mail, addressed

to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

20. Bankruptcy. It is further agreed that if at any time during the term of this LEASE the Tenant shall make any assignment for the benefit of creditors or be declared insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at the Landlord's option, terminate this LEASE, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

21. Holding Over. In the event that the Tenant shall remain upon the demised premises after the expiration of the term of this LEASE without having executed a new written LEASE with the Landlord, such holding over shall not constitute a renewal or extension of this LEASE, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the least month of the demised term.

22. Arbitration. Any dispute arising under this LEASE shall be settled by Arbitration. The Landlord and Tenant shall each choose an Arbitrator, and the Arbitrators thus chosen shall select a third Arbitrator. The findings and award of the three Arbitrators thus chosen shall be final and binding on the parties hereto, and the costs of Arbitration shall be equally borne by the parties.

23. North Carolina Law. This LEASE shall be construed and enforced according to North Carolina Law.

24. Binding Effect. All of the terms, covenants and conditions of this LEASE shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

25. Unavoidable Delay. This LEASE and the obligations of the Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of the Tenant to be performed shall in nowise be affected, impaired or excused because the Landlord is delayed in making any repairs, additions, alterations or decorations or if the Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of conditions of supply and demand, or adverse weather or environmental condition.

26. Taxes. The Tenant shall pay all taxes upon the personal property and all improvements placed by the Tenant upon the demised premises.

27. Modifications. This instrument may not be changed orally; and the terms set out herein constitute the entire agreement between the Landlord and the Tenant.

28. Insurance Provisions.

a. Workers' Compensation: If Tenant falls under the State of North Carolina workers' compensation law, coverage shall be provided for all employees. The coverage shall be for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee, and \$500,000 bodily injury by disease policy limit.

b. Commercial General Liability: Coverage shall have minimum limits of \$_____ general aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, products/completed operations and contractual liability.

29. Special Requirements.

a. The Municipality is to be included as an additional insured the commercial general liability policy and any other applicable policy.

b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the operation of the Lease. Renewal certificates shall be sent to the Municipality 30 days prior to any expiration date. There shall also be a 30-day notification to the Municipality in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Municipality. Wording on the certificate which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

30. Hold Harmless. Tenant, its officers and members shall, through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Lessor and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the Lessor as a result of loss, damage, or injury to person or property, including but not limited to OSHA violations.

31. Waiver of Subrogation. The Lessor agrees to maintain fire,

extended coverage, and vandalism and malicious mischief insurance on the building and on personal property of the Lessor contained therein to the extent of its full insurable value. The Lessee shall do the same with respect to its property located in or on the demised premises. Lessor and Lessee hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the leased premises, or property in or on the leased premises.

32. Seal. All parties to this instrument adopt the word, "SEAL", set out beside their names below as their personal seal.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

CITY OF CHERRYVILLE

By: _____ (SEAL)
Mayor

(SEAL)

ATTEST:

City Clerk

TENANT:

CHERRYVILLE HISTORICAL ASSOCIATION, INC.

By: _____

(SEAL)

ATTEST:

Secretary

=====
NORTH CAROLINA
_____ COUNTY

I, a Notary Public of the County and State aforesaid, certify that **Teresa Randall**, personally came before me this day and acknowledged that she is City Clerk of the **City of Cherryville**, a North Carolina municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this the _____ day of _____, 2002.

My Commission Expires: _____ (SEAL)
Notary Public

=====
NORTH CAROLINA
_____ COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that she is Secretary of **Cherryville Historical Association, Inc.**, a 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, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and notarial seal, this the _____ day of _____, 2002.

My Commission Expires: _____ (SEAL)
Notary Public

=====
histsoci.1ea/02/c-10202

STATE OF NORTH CAROLINA

FILED
GASTON County

File No. 23 CD 2279

In The General Court of Justice
District Court Division

IN THE MATTER OF
ADVERSE POSSESSION CLAIM
OF REAL PROPERTY CLAIM

2023 JUL 10 P 4:55

GASTON COUNTY, C.S.C.

AFFIDAVIT FOR ADVERSE POSSESSION
OF REAL PROPERTY

Plaintiff:

BY _____

The Cherryville Historical Association Inc.
109 East Main Street
P.O. Box 307
A North Carolina 501 C3
Not For Profit Organization

And

The Legally Elected, Board of Directors of
The Cherryville Historical Association. Inc.

Authorized Legal Representee:

James Alfred Putnam Jr. President
The Cherryville Historical Association, Inc.
109 East Main Street
P.O. Box 307
Cherryville, North Carolina 28021

VERESES

Defendant:

The City of Cherryville, North Carolina
116 S Mountain Street
Cherryville, North Carolina 28021

And

The Cherryville Rotary Club

And Individual and Personally the following Defendants

Henry L Beam
Malcom Parker
Brian Dalton
John Anthony
Jill P. Parker
Gary Freeman

Greetings and Salutations to The Honorable North Carolina General Court of Justice in the District Court Division of Gaston County:

CLAIM:

Whereas, The Cherryville Historical Associations and it's pressors, being a North Carolina legal incorporated organization laid upon the organization by The State of North Carolina's Secretary of State and have been loosely organized since The Year of Our Lord One Thousand, Nine Hundred and Eighty-Four (1984) till the first official organization in The Year of Our Lord One Thousand, Nine Hundred and Eighty-Six (1986). The current legal name was granted to The Cherryville Historical Association in 1992.

Furthermore, the Real Property at 109 East Main Street in which The Cherryville Historical Association took possession of said property from the original owners Billy L. Nail, Julia B. Nail, Lester C. Nail, and Lindacarol S. Nail approximately 2 years before the property was conveyed described in Exhibit A on the day of December 31, 1986. Furthermore, The Cherryville Historical Association Inc. has exclusive and continuously been in sole occupancy of the property since those dates. Thus, meeting the N.C. Gen. Stat § 1-40 of 20 years by 4 months doubling the requirements of the North Carolina State Statue. This more than qualifies for a ruling, by North Carolina General Court of Justice; District Court Division of Gaston County, decree and award of an Adverse Possession Claim of the Property at the address of 109 East Main Street, Cherryville, NC.

FACTS:

Possession thereof has at all times been continuous, open, notorious, adverse, hostile, undisturbed, complete, visible, exclusive and peaceable.

The Cherryville Historical Association property has improved and has been peaceable and undisturbed and no other party has ever disputed title or ownership.

The Cherryville Historical Association has maintained and developed the property. The Association and Museum has been collected, curated, preserved and labeled the artifices and additions to the Extensive Collection of Historical Physical Property. The Association has not leased part of the property and exercised all other rights over the property that are necessary to the ownership. That the possession of said real estate has been for more than 20 years, immediately last past.

PLEA:

The Cherryville Historical Association pleads that the District Court schedules a hearing into the facts of the claim and makes a true, legal award to the Association of the Building at 109 East Main Street, Cherryville, NC.

The Cherryville Historical Association furthermore pleads the Court encumbers the deed as only to remain as a Historical, Cultural and Genealogical, Museum/Center for The Cherryville Township including the original settled Tryon County for it's existence on this Earth.

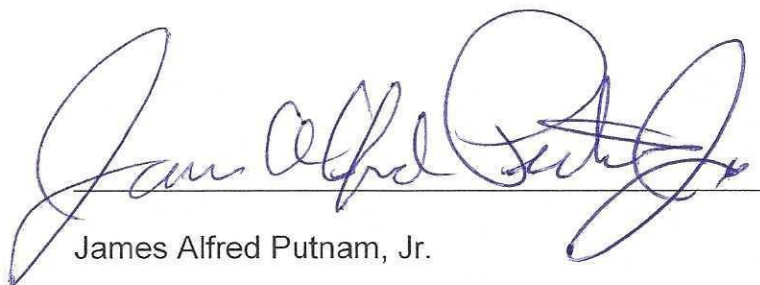
Furthermore, The Association request the award the ownership of all assets of the collection along with physical displays that have been built upon the property.

CERTIFICATION:

I, James Alfred Putnam Jr., the legally elected representative of The Cherryville Historical Association, in the City of Cherryville and County of Gaston in the State of North Carolina, being first duly sworn upon my oath depose and state: That I am years of age and under no legal disability. I have been a resident of this community for a number of years and am well acquainted with a parcel of land more fully described in Exhibit A, attached hereto and made a part thereof so help me God the Father, Jesus Christ the only Son and the Holy Spirit and to have claimed to be The Historical Association elected and legal representative of the aforesaid real estate in fee simple.

Certification Struck:

Dated: July 10, 2023

A handwritten signature in blue ink, reading "James Alfred Putnam, Jr.", written over a horizontal line.

James Alfred Putnam, Jr.

President

The Cherryville Historical Association, Inc.

405-880-1437

J.AI.Putnam@gmail.com

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF NORTH CAROLING

COUNTY OF GASTON

On this 10th day of July, 2023, before me, James Alfred Putnam Jr. personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that the he/she/they have executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

Notary Signature: *S. Rinehardt*

The State of NORTH CAROLINA

My commission expires: 02-07-2027



EXHIBIT "A"

TIME 2:56 P.M.
BOOK 1826
PAGE 345
FILED Dec 31, 1986

WARRANTY DEED

1-1-1 of Cherryville
Mrs. Janice Hovis
South Mountain Street
Cherryville, N.C. 28021

REC-345
976
1986

KNOW ALL MEN BY THESE PRESENTS:

THAT, Billy L. Nail and Julia B. Nail, his spouse, and Lester C. Nail and Indacarlo S. Nail, his spouse, (hereinafter "GRANTORS"), for and in consideration of the sum of Ten and No/100----- Dollars (\$10.00) and other good and valuable consideration in hand paid by City of Cherryville, A Municipal Corporation (hereinafter "GRANTEE" whether corporate or individual, singular or plural, male or female), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto GRANTEE and UNGRANTEES heirs, successors and assigns, as the case may be, the following described land lying in Cherryville Township, Gaston County, North Carolina:

Beginning at a stake, corner of 1-1-1 Aderholdt Store Building on the North side of Main Street and runs thence North 20 degrees West 93 feet through the Center of Rudisill and Aderholdt's East wall of their two-story brick store building to a stake in the Center of S.A.L. Railroad center with said railroad North 70 degrees East 28 and 9 inches to a stake, a new corner; thence South 20 degrees East 193 feet to a stake on Main Street; hence, with said street South 70 degrees West 283 ⁷¹ feet to the Center of North wall of Rudisill and Aderholdt's Store Building, the beginning.

STATE OF NORTH CAROLINA
DEC 31 '86
RB 10675

TO HAVE AND HOLD the same unto GRANTEE and unto UNGRANTEES heirs, successors and assigns, as the case may be, forever, with all appurtenances thereunto belonging.

GRANTORS, and each of them, do, for the consideration stated above, hereby release and relinquish unto GRANTEE any and all rights of dower, curtesy and homestead in and to said land which GRANTORS might have.

WITNESS our hands and seal this 30 day of December, 1986.

Lester C. Nail (SEAL)
LESTER C. NAIL

Indacarlo S. Nail (SEAL)
INDACARLO S. NAIL

12/31/86

DL

DEED
REVENUE 6.50
TOTAL 7.00
CHECK 7.00
CHANGE 0.00
1456 0001 0219

RECORDING FEE 6.50
REVENUE .50

(131)

Billy L. Nail (SEAL)
BILLY L. NAIL

Julia B. Nail (SEAL)
JULIA B. NAIL

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF FULASKI)

On this day before me, the undersigned officer, personally appeared Lester C. Nail and Lindacarl S. Nail, his spouse, to me personally well known, who acknowledged that they had subscribed their names to the foregoing instrument and had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this 31st day of December, 1986.

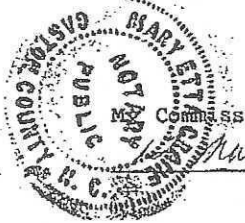
Notary Public
Commission Expires:
... ..
... ..
... ..

Notary Public
... ..

STATE OF NORTH CAROLINA)
COUNTY OF GASTON)

On this day before me, the undersigned officer, personally appeared Billy L. Nail and Julia B. Nail, his spouse, to me personally well known, who acknowledged that they had subscribed their names to the foregoing instrument and had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this SI day of December, 1986.



Notary Public
71P % of J., U., C. =

GASTON COUNTY
NORTH CAROLINA

The foregoing certificate of Sherri O. Mays and Mary Etta Crane a Notary Public of Arkansas and Gaston Co., N.C. is adjudged to be correct.

Witness my hand this the 31st day of December, 19 86

ALICE B. BROWN By: Mae F. Bentley
Assistant/Deputy Register of Deeds