

joinder or interference of the other party.

7. And for the consideration aforesaid the said party of the first part hereby relinquishes and quitclaims unto the said party of the second part all his rights, interest, and control in and over the person and property of his said wife and covenants and agrees well and truly to perform and abide by this contract.

8. And for the consideration above set forth, the said party of the second part relinquishes and quitclaims unto the said party of the first part all her right, title, interest and dower in and to the property of the said party of the first part either now or hereafter acquired by him, except the right to demand and receive the monthly payments hereinbefore specified for the payment of the hereinbefore debts listed in paragraph 5.

9. And each party for the considerations hereinbefore set out releases, relinquishes and forever quitclaims to the other and to their heirs, executors, administrators and assigns thereof all claims or rights of dower, curtesy or inheritance in and to all real, personal and mixed property of the other, whether now owned or hereafter acquired, and all claims or rights to an allowance for a year's support, or from making application for alimony or subsistence, temporary or otherwise, and/or for attorney fees in subsequent suit for divorce; and each party is hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, or right to administer arising out of and by reason of the marital relation.

10. It is further understood and agreed that the causes of this separation are such that it is highly improbable that the parties may ever become reconciled, but, on the contrary, when permitted by law, one or both of the parties intends to seek a dissolution of the marital ties. It is, therefore, specifically understood and agreed that in the event either of the parties shall apply for a divorce, when permitted under the laws of the State of the applying party, this instrument shall be evidence of the fact that such course was in contemplation by the parties at the time of the execution of this Agreement, and shall operate as a waiver of further notice.

IN TESTIMONY WHEREOF, said parties have set their hands and seals to this Deed of Separation in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Edgar O. Hathaway (Seal)
Dorothy J. Hathaway (Seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, John D. James, a Justice of the Peace, in and for the State and County aforesaid, do hereby certify that Edgar O. Hathaway and wife Dorothy J. Hathaway, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, and the said Dorothy J. Hathaway, wife of Edgar O. Hathaway, being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth upon such examination say that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto, and I further certify that upon examination of the foregoing instrument and the property and other material rights of Dorothy J. Hathaway, thereby affected, that the said instrument is not unreasonable or injurious to the said Dorothy J. Hathaway.

Witness my hand and seal this 12 day of July, 1957.

John D. James,
Justice of the Peace

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of John D. James, notary public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.

This the 16th. day of July, 1957.

Foster Edwards,
Clerk Superior Court

Received and Recorded, July 16, 1957
at 11:20 A. M., and Verified.

R. Z. Black
Register of Deeds

TRUSTEES, PENTECOSTAL HOLINESS CHURCH	:	STATE OF NORTH CAROLINA
TO	:	COUNTY OF NEW HANOVER
TRUSTEES, N. C. CONFERENCE OF PENTECOSTAL HOLINESS CHURCH, INC.	:	
DEED	:	<u>DEED</u>

THIS INDENTURE, Made this the 16 day of July, 1957, by and between W. B. Clemmons, A. R. Gainey, Arthur Campfield, C. C. Caddell, and M. D. Brinson, the duly elected Trustees of the First Pentecostal Holiness Church, parties of the first part of the City of Wilmington, the County of New Hanover and the State of North Carolina; and W. Eddie Morris, Jerome Hodges, O. T. Howard, Ralph R. Johnson, and T. O. Todd, the duly elected Trustees of the North Carolina Conference of the Pentecostal Holiness Church, Inc., and their successors and assigns in office, parties of the second part;

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold, aliened, conveyed and confirmed and by these presents do give, grant, bargain and sell, alien, convey and confirm unto the said parties of the second part, and their successors and assigns, forever, all that certain tract, piece, parcel or lot of land, situate, lying and being in New Hanover County, North Carolina, and bounded and described as follows:

All of Lots 23 and 24, Willowdale Extension #2, according to the map thereof recorded in Map Book 6, page 19, in the office of the Register of Deeds of New Hanover County, North Carolina. This Deed is made subject to any liens of Record.

Together with all and singular the tenements, easements, hereditaments and appurtenances unto the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the said parties of the second part, their successors and assigns, to their own proper use and behoof, forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators do covenant to and with the said parties of the second part, their heirs, successors, and assigns, that they are seized in fee of the above granted and described premises, and they have good right to sell and convey the same in fee simple; that the same are free and clear from any and all encumbrances, and they will and their heirs, successors and administrators, and assigns, shall Warrant and Defend the title to the same against the lawful claims and demands of any and all persons whomsoever.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

W. B. Clemmons (Seal)
W. B. Clemmons

A. R. Gainey (Seal)
A. R. Gainey

Arthur Campfield (Seal)
Arthur Campfield

C. C. Caddell (Seal)
C. C. Caddell

M. D. Brinson (Seal)
M. D. Brinson

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Hooper Johnson, a notary public in and for the State and County aforesaid, do hereby certify that W. B. Clemmons, A. R. Gainey, Arthur Campfield, C. C. Caddell and M. D. Brinson, the duly elected Trustees of the First Pentecostal Holiness Church of the City of Wilmington, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed Instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 16th. day of July, 1957.

Notarial Seal
My commission expires 5/8/59

Hooper Johnson,
Notary Public

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The Foregoing Certificate of Hooper Johnson, notary public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.
This the 16 day of July, 1957.

Ethel A. Brown,
Dy. Clerk Superior Court

Received and Recorded, July 16, 1957
at 2:10 P. M., and Verified.

R. H. Black
Register of Deeds

TRUSTEES, FIRST PENTECOSTAL HOLINESS CHURCH	:	STATE OF NORTH CAROLINA
TO	:	COUNTY OF NEW HANOVER
TRUSTEES, N. C. CONFERENCE OF PENTECOSTAL HOLINESS CHURCH, INC.	:	
DEED	:	DEED

THIS INDENTURE, Made this the 16 day of July, 1957, by and between W. B. Clemmons, A.R. Gainey, Arthur Campfield, C. C. Caddell, and M. D. Brinson, the duly elected Trustees of the First Pentecostal Holiness Church, parties of the first part, of the City of Wilmington, the County of New Hanover and the State of North Carolina; and Eddie Morris, Jerome Hodges, O. T. Howard, Ralph R. Johnson and T. O. Todd, the duly elected Trustees of the North Carolina Conference of the Pentecostal Holiness Church, Inc., and their successors and assigns in office, parties of the second part;

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold, aliened, conveyed and confirmed and by these presents, do give, grant, bargain and sell, alien, convey and confirm unto the said parties of the second part, and their successors and assigns, forever, all that certain tract, piece, parcel or lot of land, situate, lying and being in New Hanover County, North Carolina, bounded and described as follows:

BEGINNING at a point in the northern line of Market Street Extension, the same being the southeastern corner of Lot 6, and the southwestern corner of Lot 7, according to the sub-division on Market Street Extension, property of R. G. Grady and Dr. Sidbury, by J. L. Becton, C.E., August, 1920, map of which is duly recorded in Map Book 2, page 47, of the Records of the Register of Deeds of New Hanover County aforesaid, said point being 30.0 feet from the center line of Market Street Extension, running thence from said beginning point and along the dividing line of said Lots 6 and 7, north 7 degrees 38 minutes west 326.25 feet to the southern line of Lyndon Avenue also the northern line of Lots 6 and 7; running thence with the northern line of Lot 7 and beyond and with the southern line of Lyndon Avenue north 82 degrees 22 minutes east 112.5 feet; thence south 6 degrees 34 minutes east 326.39 feet to a stone, said stone being in the aforementioned northern line of Market Street Extension (said last line having a stone marker at a point 0.49 feet southwardly from the beginning of said line); running thence with said Market Street Extension, south 82 degrees 22 minutes west 106.5 feet to the point of beginning.

BEING the same property described in a Deed recorded in Book 513, page 341, New Hanover County Registry, from Catherine Kennedy Home to R. C. Threatt.

TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances unto the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the said parties of the second part, their successors and assigns, to their own proper use and behoof, forever.

And the said parties of the first part, for themselves and their heirs, executors and ad-