



2010005009
TRANSYLVANIA CO, NC FEE \$31.00
NO TAXABLE CONSIDERATION
PRESENTED & RECORDED
10-04-2010 02:45:26 PM
CINDY M OWNBEY
REGISTER OF DEEDS
BY: BETH C LANDRETH
ASSISTANT
BK: DOC 551
PG: 710-714

This deed prepared by and return to:

Nicola J. Melby, Esquire
McGuire, Wood & Bissette, P.A.
137 North Broad Street, Suite 1
Brevard, NC 28712
(828) 885-5027
EXCISE TAX: \$ 0.00

10-4-10 gm

WARRANTY DEED

(To Trustee with full power under NCGS 36C-8-816)

Parcel I.D. 8592-67-5949-000

THIS WARRANTY DEED, made this 1st day of October, 2010.

by: CARVER A. FARRAR and WILLIAM E. FARRAR, her husband, whose mailing address is 337 Butternut Lane, Brevard NC 28712 ("Grantor"),

to: CARVER A. FARRAR AND VIRGINIA A. FARRAR, AS CO-TRUSTEES OF THE CARVER A. FARRAR REVOCABLE TRUST OF 2010 U/A DATED October 1, 2010 , whose mailing address is 337 Butternut Lane, Brevard, NC 28712 ("Trustee"):

Full power and authority is hereby granted to Trustee pursuant to NCGS 36C-8-816 with respect to an interest in real property to construct, or make ordinary or extraordinary repairs to, alterations to, or improvements in, buildings or other structures, demolish improvements, raze existing party walls or buildings or erect new party walls or buildings, subdivide or develop land, dedicate land to public use or grant public or private easements, and make or vacate plats and adjust boundaries, make contracts, licenses, leases, conveyances, or grants of every nature and kind with respect to crops, gravel, sand, oil, gas, timber and forest products, other usufructs or natural resources, and other benefits or incidents of the real property; said property or any part thereof, and with successor trustee provisions in the event of death, disability or resignation, in accordance with the Trust Agreement.

The written acceptance by the Successor Trustee, recorded among the public records in the county where the real property described herein is located, together with evidence of the former Trustee's death, disability, or resignation, shall be deemed conclusive proof that the successor trustee provisions of THE CARVER A. FARRAR REVOCABLE TRUST of 2010 under unrecorded Agreement dated October 1, 2010, have been complied with. Evidence of the former Trustee's death shall consist of a certified copy of the death certificate. Evidence of disability shall consist of a licensed physician's affidavit establishing that the former Trustee is incapable of performing the duties of Trustee. Evidence of the former Trustee's resignation shall consist of a resignation, duly executed and acknowledged. The Successor Trustee shall have the same powers granted to the original Trustee, as set forth herein.

[Wherever used herein, the terms "Grantor" , "Trustee" and "Successor Trustee" are used for singular or plural, as context requires, and include, bind and inure to the benefit of all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, corporations, and/or partnerships.]

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, to Grantor in hand paid by Trustee, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situate in Transylvania County, North Carolina:

See Exhibit A.

TOGETHER WITH all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining.

SUBJECT TO:

Restrictions, reservations, limitations and easements of record, if any, zoning ordinances affecting said property, and taxes accruing subsequent to 2010. The foregoing reference to restrictions, reservations, limitations and easements of record shall not operate to re-impose the same.

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the Property shall be as Trustee of an express trust and not individually, and the Trustee shall have no obligation whatsoever with respect to any contract, obligation or indebtedness except only so far as the Property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; it is expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the Property specifically described herein, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty,

covenant, undertaking or agreement of the Trustee, either expressed or implied, all personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of filing for record of this deed. In no case shall any party dealing with the Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under any conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this Indenture and by the Trust was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and delivery every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, right, powers, authorities, duties and obligations of the Trustee's predecessor in trust.

AND Grantor hereby covenants with Trustee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.



CARVER A. FARRAR, Grantor



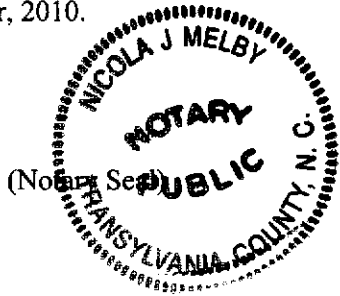
WILLIAM E. FARRAR, Grantor

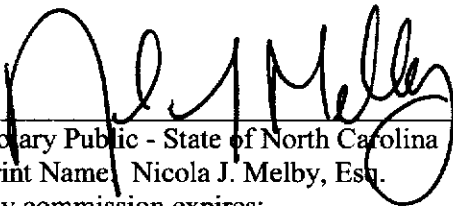
STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

CERTIFICATE

I HEREBY CERTIFY, that on this day before me, an officer authorized to take acknowledgments according to the laws of the State of North Carolina, duly qualified and acting, personally appeared CARVER A. FARRAR and WILLIAM E. FARRAR [] who are personally known to me; and who executed the foregoing instrument, and who acknowledged before me the execution and delivery thereof for the purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, 2010.





Notary Public - State of North Carolina
Print Name: Nicola J. Melby, Esq.
My commission expires: _____

My Commission Expires June 10, 2013

EXHIBIT "A" IN A DEED FROM MARC RUDOW, CHAPTER 11 TRUSTEE IN BANKRUPTCY FOR ROBIN HOOD, INC., TO W. EDMUND FARRAR AND WIFE, CARVER A. FARRAR

Being all of Lots EE6 and EE7 of Sherwood Forest Subdivision of a portion of the property of Robin Hood, Inc. as shown on a plat thereof recorded in Plat File 3, Slide 236, Records of Plats for Transylvania County in the office of the Register of Deeds for Transylvania County, North Carolina.

This conveyance is made subject to the following:

1. County real estate taxes for the current year and all subsequent years.
2. Conditions, restrictions, limitations, reservations and easements of record and all other matters of record including the reservations and restrictive and protective covenants recorded in Book 220, page 183, and Book 292, page 707, Records of Deeds for Transylvania County, North Carolina, together with all amendments and supplemental declarations thereto appearing of record in the office of the Register of Deeds for Transylvania County, North Carolina, including, but not limited to, the Amended and Restated Supplemental Declaration of Covenants recorded in Book 332, page 437, Records of Deeds for Transylvania County, North Carolina.
3. It is understood and agreed that, subject to state permit limitations, the Grantee shall have the right to tap on to the water and sewer lines which are owned and maintained by Sherwood Forest Utility, Inc. and to use said water and sewer facilities upon payment of the tap and use fees charged by said utility company pursuant to the current rate schedule approved by the North Carolina Utilities Commission.

Exhibit A