

2008005046

TRANSLYVANIA CO, NC FEE \$20.00  
STATE OF NC REAL ESTATE EXT

\$486.00

PRESENTED & RECORDED:  
08-22-2008 02:07:58 PM

CINDY M OWNBEY  
REGISTER OF DEEDS  
BY: KARIN SMITH  
DEPUTY REGISTER OF DEEDS

BK:DOC 470

PG:95-97

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$ 486.00

Parcel Identifier No. \_\_\_\_\_ Verified by Jm County on the 22 day of Aug, 2008  
By: \_\_\_\_\_

Mail/Box to: Neumann & Hall, Attorneys at Law, PLLC, 41 East Main Street, Brevard, NC 28712

This instrument was prepared by: Neumann & Hall, Attorneys at Law, PLLC, 41 East Main Street, Brevard, NC 28712

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 22nd day of August, 2008, by and between

GRANTOR	GRANTEE
Jerome H. Voss, unmarried widower	Stephen N. Wiener, Trustee of The Stephen N. Wiener Trust u/a/d 9/17/1998 Treasure Island, FL 33706 11055 6th Street E. Treasure Island, FL 33706

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 Brevard, Brevard Township, Transylvania County, North Carolina and more particularly described as follows:

See Exhibit "A" Attached Hereto And Incorporated Herein By Reference

The property hereinabove described was acquired by Grantor by instrument recorded in Book 280 page 596.

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

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

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, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

\_\_\_\_\_  
(Entity Name) Jerome H. Voss (SEAL)  
Jerome H. Voss

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

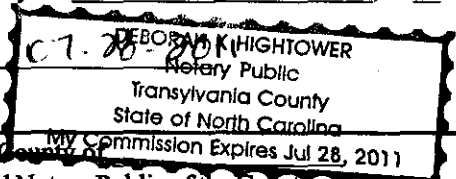
By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

State of North Carolina - County of Transylvania

I, the undersigned Notary Public of the County and State aforesaid, certify that Jerome H. Voss

\_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 22nd day of August, 2008

My Commission Expires: 07.28.2011  


Deborah K. Hightower  
Notary Public  
Deborah K. Hightower

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the \_\_\_\_\_ of \_\_\_\_\_, a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20   .

My Commission Expires: \_\_\_\_\_  
Notary Public

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20   .

My Commission Expires: \_\_\_\_\_  
Notary Public

The foregoing Certificate(s) of \_\_\_\_\_ 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.

By: \_\_\_\_\_ Register of Deeds for \_\_\_\_\_ County  
Deputy/Assistant - Register of Deeds

Prepared by: Neumann and Hall Attorneys at Law, PLLC  
David C. Neumann 08-552

EXHIBIT "A"

BEING all of Lot No. 43 of Phase II of a Replat of Waterford Place, plat of which said subdivision is on file in Plat File 2, Slide 353, Transylvania County Registry, reference to which is hereby made for a more complete description of the property herein conveyed.

This conveyance is made subject to restrictive and protective covenants and easements which appear of record in Deed Book 278, page 401, Records of Transylvania County, North Carolina.

Less and Excepting the following:

BEGINNING at an iron pin located in the line dividing Lot 42 and Lot 43, Phase II, of Waterford Place Partnership, said iron pin being located North 42 deg. 43 min. 55 sec. West 68.99 feet from the easternmost corner of Lot 43, Phase II and runs thence a new line, North 53 deg. 35 min. 02 sec. West 14.78 feet to an iron pin; thence a new line, North 53 deg. 03 min. 29 sec. West 20.86 feet to an iron pin located in the line between Lots 42 and 43, said iron pin being located South 42 deg. 43 min. 55 sec. East 29.62 feet from the center of Waterford Lane; thence with the line dividing lots 42 and 43, South 42 deg. 43 min. 55 sec. East 35.19 feet to the BEGINNING, containing 0.001 acres, more or less, as surveyed and platted by Laughter, Austin & Associates, P. A. in March, 1986.

No party dealing with the Trustee(s) in relation to the property in any manner whatsoever and without limiting the foregoing, no party to whom the property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee(s) shall be obliged (a) to see to the application of any such money, rent or money borrowed or to otherwise advanced on the property; (b) to inquire into the authority, necessity or expediency of any act of the Trustee(s); or (c) be privileged to inquire into any of the terms of the Trust Agreement.