

2803 TRANSYLVANIA COUNTY
Aug 11 1997 \$410.00



Real Estate
Excise Tax

000420 000116

Excise Tax \$410.00

Filed for registration on the 11 day of August
1997 at 1:30 o'clock P M, and registered and
verified on the 11 day of Aug 1997
in Book No: 430 of page 116

Walter B. Edwards
Register of Deeds, Transylvania County
By Jean M. Weaver
Deputy

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the 11 day of August, 1997
by _____ (GPA)

Mail after recording to RAMSEY, HILL, SMART, RAMSEY & PRATT, P.A.
1 North Gaston Street, Brevard, NC 28712

This instrument was prepared by GAYLE E. RAMSEY

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 8th day of July, 1997, by and between

GRANTOR

AMERICAN ROYAL CHARTER, INC.

GRANTEE

WARREN D. REDWING and
JERALYN M. REDWING
as Trustees of the
WARREN D. REDWING REVOCABLE TRUST
U/A/D 2/5/97

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 n/a, Dunn's Rock Township, Transylvania County, North Carolina and more particularly described as follows:

Being all of the same land described on the page which is attached hereto, designated as Exhibit "A" and incorporated herein by reference.

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

A map showing the above described property is recorded in

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, or 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, the day and year first above written.

AMERICAN ROYAL CHARTER, INC. (Corporate Name) By: Anthony M. Foubler President ATTEST: Herbert E. Evanger Secretary (Corporate Seal) USE BLACK INK ONLY (SEAL) (SEAL) (SEAL) (SEAL)

SEAL STAMP ALER... CHARTER, INC. 1987 NORTH CAROLINA 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 SUZANNE CORE NOTARY PUBLIC TRANSYLVANIA COUNTY I, a Notary Public of the County and State aforesaid, certify that Herbert E. Evanger Secretary of AMERICAN ROYAL CHARTER, 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 as its Secretary. Witness my hand and official stamp or seal, this 11th day of August 1997 My commission expires: 10-17-2001 Suzanne Gore Notary Public

The foregoing Certificate(s) of Suzanne Gore 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. Jackie R. Edwards REGISTER OF DEEDS FOR Transylvania COUNTY By: Jean M. Strooper Deputy/Assistant - Register of Deeds

EXHIBIT "A" TO A DEED FROM AMERICAN ROYAL CHARTER, INC.

Being all of Lot 8 (Revised) of that portion of Woodwind, a Planned Unit Development, known as Woodwind West as shown on a plat thereof recorded in Plat File 7, Slide 212, Records of Plats for Transylvania County in the office of the Register of Deeds for Transylvania County.

There is also conveyed hereby and herewith the right to use 1/3 of the water from the well which was described and excepted in a deed to King recorded in Book 396, page 74, Records of Deeds for Transylvania, which supplies water to Lots 8 (Revised) and 9 and will also supply water to one additional lot which shall be designated by the Grantor at a later date subject, however, to the obligation to pay 1/3 of the annual cost of operating, maintaining, and repairing said well and the pump which serves said well and all of the annual cost of maintaining and repairing any portion of any waterline used solely by the Grantee which connects said well with the house located on Lot 8 (Revised) and a prorata share of the annual cost of maintaining and repairing any portion of said waterline which is used by the Grantee in common with any other lot owners served by said waterline.

It is understood and agreed that said well and well lot are common area as defined in the Declaration of Covenants, Conditions and Restrictions hereinafter referred to and that the expenses hereinabove set forth which the owner of the lot hereinabove described shall be obligated to pay for operating, maintaining and repairing the well and pump hereinabove referred to and the waterline which connects said well with the house which is located on the lot hereinabove described shall be assessed against such lot owner as a special assessment by Woodwind Community Association, Inc.

This conveyance is made subject to the Declaration of Covenants, Conditions and Restrictions of Woodwind, A Planned Unit Development, recorded in Book 311, page 594, Records of Deeds for Transylvania County, as amended by an amendment thereto recorded in Book 333, page 605, Records of Deeds for Transylvania County, and by all supplemental declarations thereto recorded in the office of the Register of Deeds for Transylvania County.

There is also conveyed hereby and herewith a right-of-way to the public road (N.C. Secondary Road No. 1537) over and along all private road rights-of-way shown on the plat hereinabove referred to and also over and along the other private roads which connect the lot hereinabove described with the public road subject, however, to the obligation to pay a prorata share of the cost of maintaining all private road rights-of-way shown on the plat hereinabove referred to and the other private roads which connect the lot hereinabove described with the public road in common with all other users of said roads and to all other obligations imposed upon the users of said other private roads as described in a deed recorded in Book 298, page 643, Records of Deeds for Transylvania County.

This conveyance is also made subject to those personal rights reserved by one of the Grantors designated in a deed recorded in Book 203, page 574, Records of Deeds for Transylvania County, and to all restrictions referred to in said deed in favor of other parties which require their consent prior to the construction of any lake and dam on the lands described in the deed recorded in Book 203, page 574, with said restrictions being more particularly set forth in a deed recorded in Book 202, page 501, Records of Deeds for Transylvania County.

There is also conveyed hereby and herewith a right-of-way to Palisades Drive (incorrectly designated as Palisades Drive on the recorded plat hereinabove referred to) over and along the existing driveway, as the same is now located, which extends from Palisades Drive across Lot 9 to Lot 8 (Revised). The right-of-way herein conveyed shall be appurtenant to and run with the title to Lot 8 (Revised) and shall be for travel of all kinds, on foot and with all types of vehicles, with the right of ingress, egress and regress over and along the same in common with the owners of Lot 9. It is further understood and agreed that the owners of Lot 8 (Revised) shall be solely responsible for repairing and maintaining that portion of said driveway which is used solely by the owners of Lot 8 (Revised) and that the owners of Lots 8 (Revised) and 9 shall share equally in the annual expense of repairing and maintaining that portion of said driveway which is utilized jointly by both of said lot owners.

No party dealing with the Trustees 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 Trustees shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property; (b) to see that the terms of the Trust have been complied with; (c) to inquire into the authority, necessity or expediency of any act of the Trustees; or (d) be privileged to inquire into any of the terms of the Trust Agreement.