

2006006880

TRANSYLVANIA CO, NC FEE \$20.00
 STATE OF NC REAL ESTATE EXTX
\$440.00
 PRESENTED & RECORDED:
 08-17-2006 08:44:10 AM
 CINDY M OWNBEY
 REGISTER OF DEEDS
 BY: KARIN SMITH
 DEPUTY REGISTER OF DEEDS
BK:DOC 365
PG:297-299

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 440.00

Parcel Identifier No. 8562848717000 Verified by _____ County on the 17th day of August, 2006
 By: _____ *gam*

Mail/Box to: Brian P. Philips, P.A., 520 Country Club Road, P.O. Box 432, Brevard, NC 28712

This instrument was prepared by: Brian P. Philips, P.A., 520 Country Club Road, P.O. Box 432, Brevard, NC 28712

Brief description for the Index: _____

THIS DEED made this 16th day of August, 2006, by and between

GRANTOR	GRANTEE
Tina Warnock, unmarried	James L. Sloan and wife, Katherine C. Sloan 9470 East Fork Road Brevard, NC 28712

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 _____, Eastatoe 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 17 page 409.

A map showing the above described property is recorded in Plat Book 8 page 789.

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) Tina Warnock (SEAL)

By: _____ (SEAL)
Title: _____

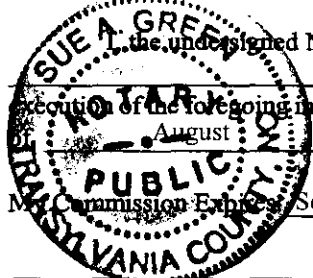
By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

State of North Carolina - County of Transylvania

I, the undersigned Notary Public of the County and State aforesaid, certify that Tina Warnock 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 16th day of August, 2006.

My Commission Expires September 3, 2007



Sue A. Green
Notary Public Sue A. Green

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

EXHIBIT "A"

BEING all of Lots 1, containing 1.00 acres +/- as set out on a plat of a survey of property by Michael L. Petit, PLS, drawing no. 06-51 on August 3, 2006 and designated as a Lot Survey for "TINA WARNOCK" and recorded in Plat File 11, Slide ~~858~~, Records of Plats for Transylvania County.

Subject to the rights-of-way of all roads which may presently traverse the property, to all road rights-of-way which may presently appear of record, to the rights-of-way of all utility lines which may presently traverse the property and to all rights of way for public utilities which may presently appear of record.

Subject to a Right of First Refusal on the portion of the property retained by Grantor as follows: If the Grantor receives an offer to purchase, such Grantor shall deliver the Offer to Sell the subject property to Grantee and the Grantee's right of first refusal shall be as follows:

Grantor and Grantee shall each obtain their own appraisal of the property and the average value of the two shall be the price that the Grantee may purchase the remaining property pursuant to this right. Upon completion of the two appraisals Grantee shall deliver an acceptance of the value and purchase within 15 days to Grantor. The Closing shall take place within 45 days of acceptance. If Grantee and/or his heirs and assigns does not wish to accept the offer to sell, he shall deliver a written rejection of the offer to sell to the Grantor by the said 15th day. If the Grantee fails to give written acceptance within the 15-day period, the Grantor may sell the subject property to the prospective purchaser. Grantee and/or his heirs and assigns rejection of this right upon an Offer to Sell that does not close does not waive or terminate his right of first refusal with respect to any subsequent offers on the property. Each party shall apprise the other of a current mailing address for the execution of this right of first refusal.

The Grantor retains the right to use water from the well which is located on the conveyed tract and it being understood and agreed that the Grantor and all others who may be entitled to use said well shall share equally in the use of the water from the well. The Grantor shall pay a prorata share of the annual costs of operating, maintaining and repairing said well. The Grantor shall have an easement and right-of-way for ingress and regress to said well for the purposes of installation of a water-line to the well and for maintaining and repairing said well and pump. Grantor will pay for the cost of the installation and construction cost for initial hook-up to the well and pump.