

2009003708

TRANSYLVANIA CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

06-29-2009 02:20:05 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: BETH C LANDRETH
ASSISTANT

BK:DOC 503

PG:846-850

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0-

Parcel Identifier No. _____ Verified by CEL County on the 29 day of June, 2009
By: _____Mail/Box to: Neumann & Associates Law Firm, PLLC, 41 East Main Street, Brevard, NC 28712

This instrument prepared by: Neumann & Associates Law Firm, PLLC, 41 East Main St., Brevard, NC 28712 09-314

Brief description for the Index: _____

THIS DEED made this 16th day of June, 2009, by and between

GRANTOR

GRANTEE

Robert M. Chepak and wife
Barbara K. ChepakBARBARA KAE CHEPAK AND ROBERT M.
CHEPAK, Trustees of THE BARBARA KAE
CHEPAK REVOCABLE LIVING TRUST
AGREEMENT dated April 8, 2009
8200 Lakeshore Drive, Unit 501
Hypoluxo, FL 33462

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 _____, Dunns Rock Township, Transylvania County, North Carolina and more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property hereinabove described was acquired by Grantor by instrument recorded in Book 399 page 540.

A map showing the above described property is recorded in Plat File __, Slide __.

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)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

Robert M. Chepak (SEAL)
Robert M. Chepak

Barbara K. Chepak (SEAL)
Barbara K. Chepak

(SEAL)

State of North Carolina County of Transylvania

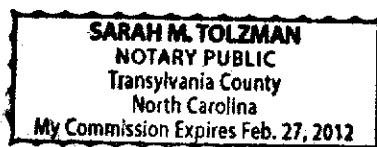
I certify the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Robert M. Chepak and wife, Barbara K. Chepak.**

Date: June 19, 2009

Sarah M. Tolzman
Notary Public

My Commission Expires:
02-27-2012

Sarah M. Tolzman.
Printed Name of Notary Public



Prepared By: NEUMANN AND ASSOCIATES LAW FIRM, PLLC
Curtis S. Potter 09-314

EXHIBIT "A"

TRACT I

BEING all of Lot 87A, Unit 8, of Conneestee Falls Development as shown by a plat thereof recorded in Plat File 6, Slide 335, Records of Plats for Transylvania County, North Carolina and being the combination of Lot(s) 87 and 88, of Unit 8, of Conneestee Falls Development as shown by Plat thereof, recorded in Plat Book 4, pages 74-74B, Records of Plats for Transylvania County, North Carolina.

Subject to the privileges and mutual and beneficial restrictions, covenants, equitable servitudes and charges set forth in the Third Restatement of Declaration of Restrictive Covenants for Conneestee Falls recorded in Book 421, page 161, Records of Deeds for Transylvania County, North Carolina and by all subsequent amendments and supplemental declarations thereto appearing of record in the office of the Register of Deeds for Transylvania County.

Subject to the right-of-entry more particularly described in Deed Book 235, page 824, Transylvania County Registry and Deed Book 199, page 431, Transylvania County Registry.

This conveyance is made 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.

Also subject to the restriction that the above described property cannot be separated or subdivided for resale, devise or gifting.

TRACT II

BEING all of Lot 86, Unit 8, Revised, of Conneestee Falls Development as shown by a plat thereof recorded in Plat Book 4, pages 74-74B, Records of Plats for Transylvania County, North Carolina.

Subject to the privileges and mutual and beneficial restrictions, covenants, equitable servitudes and charges set forth in the Third Restatement of Declaration of Restrictive Covenants for Conneestee Falls recorded in Book 421, page 161, Records of Deeds for Transylvania County, North Carolina and by all subsequent amendments and supplemental declarations thereto appearing of record in the office of the Register of Deeds for Transylvania County.

This conveyance is made 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.

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.

EXHIBIT "B"

The following are excerpts from the BARBARA KAE CHEPAK REVOCABLE LIVING TRUST AGREEMENT u/a/d April 8th, 2009.

1. The introduction paragraph on the first page is as follows:

"THIS TRUST AGREEMENT is made and entered into this 8th day of April, 2009, by and between BARBARA KAE CHEPAK (hereinafter referred to as the "Settlor") and BARBARA KAE CHEPAK and ROBERT M. CHEPAK (such person(s), as well as any successor or successors thereto, being hereinafter referred to as the "Trustee")."

2. The following paragraph appears on page thirteen:

"DESIGNATION OF TRUSTEE

A. The Settlor nominates and appoints BARBARA KAE CHEPAK and ROBERT M. CHEPAK, to serve, during the Settlor's lifetime, as Trustees. In the event of the certificate of incapacity specified in Article II or the inability or refusal to act of BARBARA KAE CHEPAK or the death or the inability or refusal to act of ROBERT M. CHEPAK, then no successor Trustee shall be appointed and the remaining Trustee shall serve. In the event of the certificate of incapacity specified in Article II or the inability or refusal to act of BARBARA KAE CHEPAK and the death or the inability or refusal to act of ROBERT M. CHEPAK, then the Settlor nominates and appoints ROBERT M. CHEPAK, then the Settlor nominates and appoints ROBERT MICHAEL CHEPAK, JR., to serve, as successor Trustee in their place and stead. In the event of the death or the inability or refusal to act of the last-serving Trustee, then he or she shall have the right, by a written instrument signed and acknowledged by him or her and delivered to the appointee, to appoint a successor Trustee in his or her place and stead and such right of appointment shall not be exhausted by its repeated exercise." . . .

3. The following paragraphs appear on pages 15 and 16:

"V.

TRUSTEE'S POWERS DURING THE SETTLOR'S LIFETIME

In the administration of the trust estate, the Trustee shall have the following powers during the lifetime of the Settlor:

B. The Trustee shall purchase, sell, lease, alter or gift away any asset or investment held under this Agreement only in accordance with written directions received from the Settlor, whether or not the investment shall be of the character authorized by the laws of the State of Florida for investment of trust funds. Without intending in any way to limit the powers conferred upon the Trustee by this paragraph, the Trustee is specifically authorized and empowered to retain as investments of the trust estate or, upon receiving written authorization from the Settlor to do so, to invest the whole or any part of the trust estate in common or preferred stocks, or both, of any one (1) or more corporations, in any non-income-producing securities or other property or in any so-called wasting investments. The Trustee shall always reserve the right to make recommendations to the Settlor about the purchase, sale, modification or alteration of any investments." . . .

4. The following paragraphs appear on pages 18 and 20:

"VI.

POWERS OF TRUSTEE

C. To lease any or all of the real property held by the Trustee hereunder for such amounts, upon

such terms and in such manner as may seem proper to the Trustee, whether providing for the construction of buildings or otherwise, with or without the privilege of renewal, and for terms in excess of the statutory period for leases made by the trustee. Any lease made in pursuance of this power shall be valid and effective and binding upon the remaindermen for the entire term thereof including such part thereof which may extend beyond the date of the termination of any or all trusts created hereby." . . .

5. The following paragraph appears on pages 32 and 33:

"XX.

AMENDMENT AND REVOCATION

The Settlor reserves the right, at any time and from time to time, without the consent of any person and without notice to any person other than the Trustee, to revoke or modify the trust hereby created in whole or in part, to change the beneficiaries hereof, and to withdraw the whole or any part of the trust estate by filing notice of such revocation, modification, change or withdrawal by instrument in writing (other than a will) delivered to the Trustee; provided, however, that the terms of this Agreement may not be modified by the Settlor in such manner as to increase the obligations or alter the rates or the commissions of the Trustee without the Trustee's written consent thereto. The trust property to which any revocation relates shall be conveyed to the Settlor or otherwise as the Settlor directs. This power is personal to the Settlor and may not be exercised by the Settlor's guardian, attorney in fact or others."