

2018003273

TRANSYLVANIA COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXT

\$454.00

PRESENTED & RECORDED

07/03/2018 03:57:01 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: BETH C LANDRETH

ASSISTANT

BK: DOC 847

PG: 207 - 210

DEED

Parcel: 8598-96-8680 and 8598-96-6874 and a portion of 8598-97-7187

Revenue Stamps: \$454.00

If checked, the property includes the primary residence of at least one of the parties depicted as party of the first part. (N.C. Gen. Stat. § 105-317.2)

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

THIS DEED, made and entered into this the 2nd day of July, 2018, by and between PISGAH FOREST CHECKMATE, LLC, a North Carolina limited liability company, party of the first part (the address of the party of the first part is: 1001 College Court, New Bern, NC 28562); and THOMAS A. TREMBLAY and wife KRESENZ E. TREMBLAY, party of the second part (whether one or more) (the address of the party of the second part is: 1746 Colville Lane, Tega Cay, SC 29708.)

WITNESSETH:

That the party of the first part in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said party paid by the party of the second part, the receipt and sufficiency of which hereby is acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the party of the second part, said party's heirs and assigns, the following described property, to wit:

Prepared by Ward and Smith, P.A., 82 Patton Avenue, Suite 300 (28801), Post Office Box 2020, Asheville, NC 28802-2020

Please return to: Lancaster Law Firm, PLLC, 56 Central Ave., Suite 203, Asheville, NC 28801
This instrument was prepared by William F. Wolcott, III, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the Closing attorney to the county tax collector upon disbursement of closing proceeds.

No opinion on title is rendered by Ward and Smith, P.A., without a separate written opinion on title from Ward and Smith, P.A.

Submitted electronically by "LANCASTER LAW FIRM, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Transylvania County Register of Deeds.

DEED

Parcel: 8598-96-8680 and 8598-96-6874 and a portion of 8598-97-7187

Revenue Stamps: \$454.00

If checked, the property includes the primary residence of at least one of the parties depicted as party of the first part. (N.C. Gen. Stat. § 105-317.2)

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

THIS DEED, made and entered into this the 2nd day of July, 2018, by and between PISGAH FOREST CHECKMATE, LLC, a North Carolina limited liability company, party of the first part (the address of the party of the first part is: 1001 College Court, New Bern, NC 28562); and THOMAS A. TREMBLAY and wife KRESENZ E. TREMBLAY, party of the second part (whether one or more) (the address of the party of the second part is: 1746 Colville Lane, Tega Cay, SC 29708.)

WITNESSETH:

That the party of the first part in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said party paid by the party of the second part, the receipt and sufficiency of which hereby is acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the party of the second part, said party's heirs and assigns, the following described property, to wit:

Prepared by Ward and Smith, P.A., 82 Patton Avenue, Suite 300 (28801), Post Office Box 2020, Asheville, NC 28802-2020

Please return to: Lancaster Law Firm, PLLC, 56 Central Ave., Suite 203, Asheville, NC 28801

This instrument was prepared by William F. Wolcott, III, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the Closing attorney to the county tax collector upon disbursement of closing proceeds.

No opinion on title is rendered by Ward and Smith, P.A., without a separate written opinion on title from Ward and Smith, P.A.

All that certain tract or parcel of land lying and being situate in Transylvania County, North Carolina, and being more particularly described as follows:

BEING all of Lot 14-R (5.77 acres) as shown on that Recombination Survey of Lot No 14-R of Sutton Know Phase IV, recorded in Plat File 18, Page 188, of the Transylvania County Registry, North Carolina, reference to which plat is hereby made for a more particular description.

Being the recombination of Lots 13 and 14 and a portion of Lot 12-R as shown on Plat File 16, Slide 615 and 616, of said county registry.

Being a portion of that property conveyed to Pisgah Forest Checkmate, LLC, recorded in Book 680, Page 524, of said county registry.

TOGETHER WITH AND SUBJECT TO that certain Declaration of Covenants, Conditions and Restrictions recorded in Book 701, Page 716, and amended by Supplemental Declaration recorded in Book 716, Page 577, and Amended Declaration recorded contemporaneously with this Deed, all in the Office of the Register of Deeds of Transylvania County, North Carolina.

TOGETHER WITH a perpetual, non-exclusive right-of-way for ingress, egress and regress to the subject Lot from Ivy Lane (SR 1400), as shown on the aforesaid plat and that plat recorded in Plat File 16, Slides 149-151, in the Office of the Register of Deeds of Transylvania County, North Carolina.

This conveyance is made subject to utility easements and restrictive covenants, as well as road right of ways, easements, and other matters shown or set forth on the aforesaid recorded plats, and ad valorem taxes for the current year, which taxes the party of the first part agrees to pay no later than January 5, 2016.

TO HAVE AND TO HOLD said property and all privileges and appurtenances thereunto belonging to the party of the second part, said party's heirs and assigns forever.

And the party of the first part covenants that said party is seized of said property in fee and has the right to convey same in fee simple; that the same is free from encumbrances except any encumbrances or restrictions mentioned above and that said party will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be executed under seal and in such form as to be binding, this the day and year first above written.

PISGAH FOREST CHECKMATE, LLC (SEAL)

By: *Daniel L. Schuessler*
Daniel L. Schuessler, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

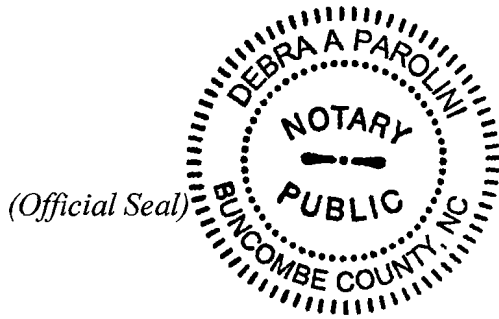
Sworn to or affirmed and subscribed before me this day by DANIEL L. SCHUESSLER, in the capacity indicated herein.

Date: JULY 2, 2018

Debra A. Parolini
Signature of Notary Public

DEBRA A. PAROLINI
Notary's printed or typed name

My commission expires: 1/19/2022



14848-5450-0460, v. 1

EXHIBIT B

CONSENT OF MEMBERS AND MANAGERS
OF
PISGAH FOREST CHECKMATE, LLC

The undersigned, being all of the Members and Managers of Pisgah Forest Checkmate, LLC (the "LLC"), hereby do adopt the following resolutions by signing their written consent thereto, and by the execution of these minutes hereby do waive any and all formalities of meeting, including but not limited to notice, time, date, place and purpose of said meeting.

SALE OF REAL ESTATE

WHEREAS, the LLC desires sell that certain property more particularly known as Lot 14-R (formerly known as Lots 13 and 14), Lauderdale, Sutton Knob Subdivision, Pisgah Forest, North Carolina (the "Property"), to Thomas A. Tremblay and Keresz E. Tremblay (collectively, "Buyers") for a sales price of \$226,800.00 (the "Sale Price"), and,


WHEREAS, as part of the Sales Price, the LLC desires to provide seller financing in the form of a promissory note from Buyers to the LLC in the amount of \$126,800.00 with interest thereon at 6% per annum and payments of \$2,101.45 per month for six (6) years, and,

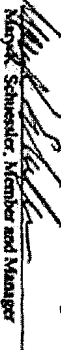
WHEREAS, the members and managers of the LLC have reviewed the Offer to Purchase and Contract - Vacant Lot/Land, dated April 24, 2018, and have determined that it is in the best interests of the LLC to sell the Property and accept a promissory note from the Buyers, and,

WHEREAS, the members of the LLC desire to authorize and direct Daniel L. Schussler, as the designated manager of the LLC, to execute and deliver any and all documentation required to sell the Property and provide seller financing to the Buyers, and to perform on behalf of the LLC as may be required to effectuate the closing.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Daniel L. Schussler, as the manager of the LLC do, and he hereby is, authorized and directed to act on behalf of the LLC to sell the Property for the Sale Price, and to execute and deliver any and all instruments, agreements, or other documentation in connection with the sale, including, but not limited to, the seller financing promissory note, said documentation constituting valid, legal binding, and enforceable obligations of the LLC.

This action is effective as of the 3rd day of July, 2018.


Daniel L. Schussler, Member and Manager


Mary Kay Schussler, Member and Manager