



2019003983

TRANSYLVANIA CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

08-08-2019 02:29:46 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: BETH C LANDRETH
ASSISTANT

BK: DOC 888

PG: 784-787

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier No. **9503 00 8048 000** Verified by _____ County on the 8 day of Aug, 2019
By: IG

Mail/Box to: Strauss Attorneys, PLLC – 104 N. Washington Street; Hendersonville, NC 28739

This instrument was prepared by: C. Page Collie (Deed Preparation Only – No Title Search Performed)

Brief description for the Index: Lot 2-C (2.62 acres +/-) Loxley Woods Plat File 9 at Slide 159

THIS DEED made this 26 day of JULY, 2019 by and between

GRANTOR	GRANTEE
<p>MICHAEL J. TIMPANARO and wife, DONNA J. GEESLIN a/k/a DONNA TIMPANARO</p>	<p>MICHAEL J. TIMPANARO and DONNA J. GEESLIN, Trustees of THE MICHAEL TIMPANARO AND DONNA GEESLIN LIVING TRUST dated May 1, 2019, and any amendments thereto</p>
<p>Address: 213 Dragon Tail Drive Brevard, NC 28712</p>	<p>Address: 213 Dragon Tail Drive Brevard, NC 28712</p>

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

BEING all of Lot 2-C, containing 2.62 acres, more or less, of Loxley Woods, A Planned Unit Development, as shown on a plat thereof recorded in Plat File 9, Slide 159, Records of Plats for Transylvania County, on which said lot is designated as Tract 2-C.

This conveyance is made SUBJECT TO all easements and other matters shown on the recorded plat hereinabove referred to and to the Declaration of Covenants, Conditions and Restrictions of Loxley Woods, A Planned Unit Development, recorded in the office of the Register of Deeds for Transylvania County in Document Book 121 at Page 71 (hereinafter referred to as "the Declaration"). The land hereinabove described has not been previously subjected to the terms of the Declaration and, for the purposes of the Declaration, this deed shall be deemed to constitute a supplemental declaration thereto which submits the lot hereinabove described to the terms and conditions of said Declaration.

AND BEING the same property conveyed to Michael J. Timpanaro and wife, Donna Timpanaro by Deed recorded on June 11, 2014 in Deed Book 694 at Page 199, Transylvania County Registry.

The property being transferred by this Deed includes the primary residence of at least one of the Grantors. (Per N.C.G.S. §105-317.2).

Pursuant to North Carolina G.S. § 39-13.7 it is the intention of the parties hereto that this conveyance preserve all rights of TENANCY BY THE ENTIRETIES.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 694 at Page 199, Transylvania County, North Carolina Register of Deeds Office.

A map showing the above described property is recorded in Plat File F at Slide 159, Transylvania County, North Carolina Register of Deeds Office.

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:

Transylvania County ad valorem taxes for 2019, and subsequent years, which are a lien, but not yet due and payable, easements, rights of way and restrictions of record.

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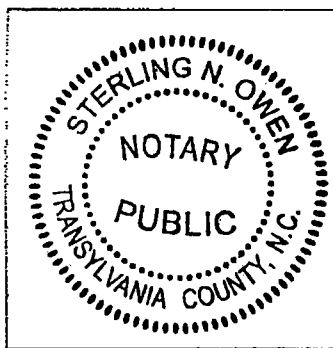
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Michael J. Timpanaro (SEAL)
MICHAEL J. TIMPANARO

Donna J. Geeslin (SEAL)
DONNA J. GEESLIN
a/k/a DONNA TIMPANARO

SEAL-STAMP

State of North Carolina – County of Transylvania



I, Sterling N. Owen, the undersigned Notary Public of the County and State aforesaid, certify that MICHAEL J. TIMPANARO and wife, DONNA J. GEESLIN a/k/a DONNA TIMPANARO, Grantors, 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 26 day of July, 2019.

My Commission Expires:
6-29-2024

Sterling N. Owen
Sterling N. Owen, Notary Public

EXHIBIT A**Summary of Trust Powers**

TOGETHER WITH the following powers belonging unto the Trustee and the successors and assigns thereof, to wit:

1. That, in addition to the Trustee Powers set forth in the Trust herein described and any amendments thereto, references to which are hereby made and which are incorporated herein by reference, the Trustee is vested with full rights of ownership over the above described real estate and the Trustee is specifically granted and given the power and authority to exercise any or all of the following powers without the requirement of applying to any probate or other court for an Order of Sale or any other prior or subsequent approval or accounting:

(a) To protect and conserve said real estate and improvements located thereon and to pay the taxes assessed thereon;

(b) To sell said real estate, for cash, or on credit, at public or private sale, to exchange said real estate for other property, and to grant options to sell said property, and to determine the price and terms of sales, exchanges, and/or options;

(c) To execute leases and subleases, to subdivide or improve said real estate and tear down or alter improvements, to grant easements, give consent and make contracts relating to said real estate or its use and to release or dedicate any interest in said real estate;

(d) To borrow money and to mortgage, pledge or encumber any or all of said real estate to secure payment thereof;

(e) To manage, control and operate said real estate, to collect the rents, issue and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, and in general, to exercise any powers which may be exercised by Trustees of inter vivos trusts pursuant to North Carolina General Statute Section 32-27, reference to which is hereby expressly made and which powers are incorporated herein.

2. The liability of the Trustee hereunder, under the Trust Agreement, or by operation of law is limited to the trust assets, and the Trustee shall not become individually or personally obligated in any matter related thereto.

3. The Trustee shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom in accordance with the terms and conditions of the Trust herein described and any amendments thereto.

4. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the application of any proceeds of any sales, leases, mortgages or pledges, but the receipt of the Trustee shall constitute complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with the Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in and exercise the powers granted by this deed or of the adequacy of or disposition of any consideration paid to the Trustee, nor inquire into the provisions of said unrecorded Trust Agreement, any amendments thereto, or collateral thereto.

5. By acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements set forth in the Declaration of Trust.

6. If there shall be more than one (1) Trustee acting as Trustee under the above named Trust, each and every power hereinabove set forth may be exercised only by the Trustees acting together, unless a Trustee shall have resigned, died, or is unable to act, in which case the remaining Trustee may act alone until such time as a Successor Trustee is appointed.

7. The Successor Trustee of said Trust shall have all the title, powers, and discretion herein given to the initial Trustee(s), without any act of conveyance or transfer.