BK 4126 PG 415 - 417 (3)

DOC# 1001009160

This Document eRecorded:

01/16/2024 03:52:03 PM

Fee: \$26.00

Henderson County, North Carolina

William Lee King, Register of Deeds

Tax: \$0.00

NORTH CA	AROLINA GENERAL WARRANTY DEED
Excise Tax \$-0-	
Tax Lot No.	Parcel Identifier No. 9632173295
Mail after recording to	The Law Office of Caroline Knox, PLLC Attorney's Initials <u>CTK</u> 16 Towne Place Dr., Suite 100, Hendersonville, North Carolina 28792
This instrument was prepared be paid by the closing attached Brief description for the	pared by Caroline T. Knox, a licensed North Carolina attorney. Delinquent taxes, if any, to to to the county tax collector upon disbursement of closing proceeds.

#### DOCUMENT PREPARATION ONLY

THIS DEED made January 10, 2024, by and between:

### **GRANTORS**

J. Lawrence Nelson and wife, Linda Nelson

GRANTEES

Linda Nelson

Whose mailing address is:

56 Bradford Farm Road Mills River, NC 28759

56 Bradford Farm Road Mills River, NC 28759

The designation Grantors and Grantees 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 Grantors, for a valuable consideration paid by Grantees, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and convey unto Grantees in fee simple, all that certain lot or parcel of land situated in Henderson County, North Carolina, and more particularly described as follows:

## SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Submitted electronically by "The Law Office of Caroline Knox, PLLC" in compliance with North Cárolina statutes governing recordable documents and the terms of the submitter agreement with the Henderson County Register of Deeds.

## This property DOES contain the Grantors' principal residence.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantees in fee simple.

And Grantors covenant with Grantees, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and Grantors 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:

Easements, covenants, conditions and restrictions of record; ad valorem taxes for the current year; and utilities physically located on the property

IN WITNESS WHEREOF, Grantors have caused this instrument to be signed by themselves or their duly authorized representatives the day and year first above written.

J. Lawrence Nelson, Grantor

Linda Nelson, Grantor

# STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, Margaret Hunter, a Notary Public of Henderson County and State aforesaid, certify that **J. Lawrence Nelson** and **Linda Nelson**, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument in their individual capacities. Sworn to and subscribed to before me. Witness my hand and official stamp or seal, December 12, 2023.

Margaret Hunter, Notary Public

My commission expires: November 3, 2024

#### **EXHIBIT A**

GRANTORS: J. Lawrence Nelson and wife, Linda Nelson

GRANTEE: Linda Nelson

Being all of Lot Number 2, Bradford Farms Subdivision as per plat thereof recorded as Plat Slide 3661, Henderson County Registry, and being the same property described in an undated deed to Michael J. Mandzak and wife, Laura L. Mandzak, recorded on June 27, 2006 in Deed Book 1279, Page 244, Henderson County Registry.

Being the same property conveyed from Prudential Relocation, INC. a Colorado Corporation to J. Lawrence Nelson and wife, Linda Nelson, by deed dated October 21, 2011 and recorded in Book 1481 at page 688, Henderson County Registry.

Also being, a corrective deed recorded in Deed Book 1475, Page 246 to correct an error in the legal description.

THIS CONVEYANCE IS MADE PURSUANT TO North Carolina General Statute 39-13.3, for the purpose of dissolving the joint tenancy and tenancy by the entirety which previously existed between the parties hereto in the property conveyed and to vest such property formerly held by the entirety solely in the grantees.

IT IS THE INTENTION OF THIS INSTRUMENT for the Grantors to convey to the Grantees all of their right, title and interest, including their marital interest, in and to the property described above.

BY EXECUTION OF THIS DEED the Grantors herein intend to dissolve the tenancy by the entireties and remises, releases, and quitclaims any and all rights of any kind or nature, past, present or future, including but not limited to rights of inheritance in the property pursuant to North Carolina General Statute 29-30, and further consents to the property being conveyed solely by the Grantees by any means without further joinder of Grantor. Execution of this Deed shall conclusively estop the Grantor, J. Lawrence Nelson, from ever asserting any rights in the above property. This Conveyance is made pursuant to N.C.G.S. 39-13.3(c) for the purpose of severing the existing tenancy by the entirety and conveying the property herein described in fee simple to Grantees. It is further intended and agreed that this conveyance is made pursuant to the provisions of N.C.G.S. 52-10 and N.C.G.S. 2-30(a)(2) to extinguish any claim by Grantor of any marital interest in the above described property, which shall be henceforth the sole and separate property of the Grantees, and to extinguish any present or future claims of Grantor for equitable distribution which may arise under N.C.G.C. 50-20 et Seq.