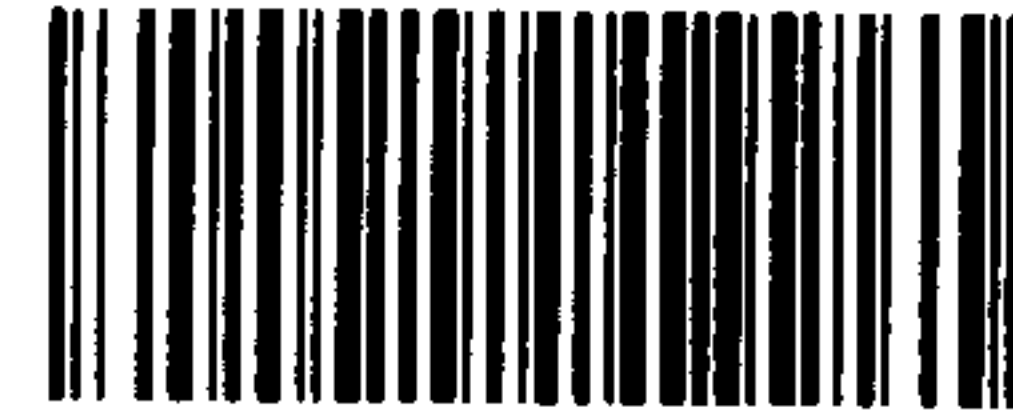


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This document presented and filed:  
10/17/2013 01:15:36 PM

NEDRA W. MOLES, Henderson COUNTY, NC  
Transfer Tax: \$0.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: -0-

\*\*\* NO TITLE SEARCH PERFORMED OR REQUESTED \*\*\*

Parcel Identifier No. 9928955 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

→ Mail/Box to: Daniel K. Hicks, Esq., Ingersoll & Hicks, PLLC, P. O. Box 25167, Winston-Salem, NC 27114

This instrument was prepared by: Daniel K. Hicks, Esq., Ingersoll & Hicks, PLLC, P. O. Box 25167, Winston-Salem, NC 27114

Brief description for the Index: LOT #SR1850 Property Address: 875 Heatherly Heights Road, Saluda, NC 28773

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between

GRANTORS	GRANTEE
<p>Mary Alice Judy</p> <p>Address: 875 Heatherly Heights Road Saluda, NC 28773</p>	<p>Mary Alice Judy, Trustee of the Mary Alice Judy Revocable Trust Agreement DTD. November 30, 2008</p> <p>Address: 875 Heatherly Heights Road Saluda, NC 28773</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 Green River Township, Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED "EXHIBIT A"

Being that same property conveyed to Mary Alice Judy by deed dated October 17, 2011 and recorded in Book 1476, Page 265, Henderson County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1476 page 265.

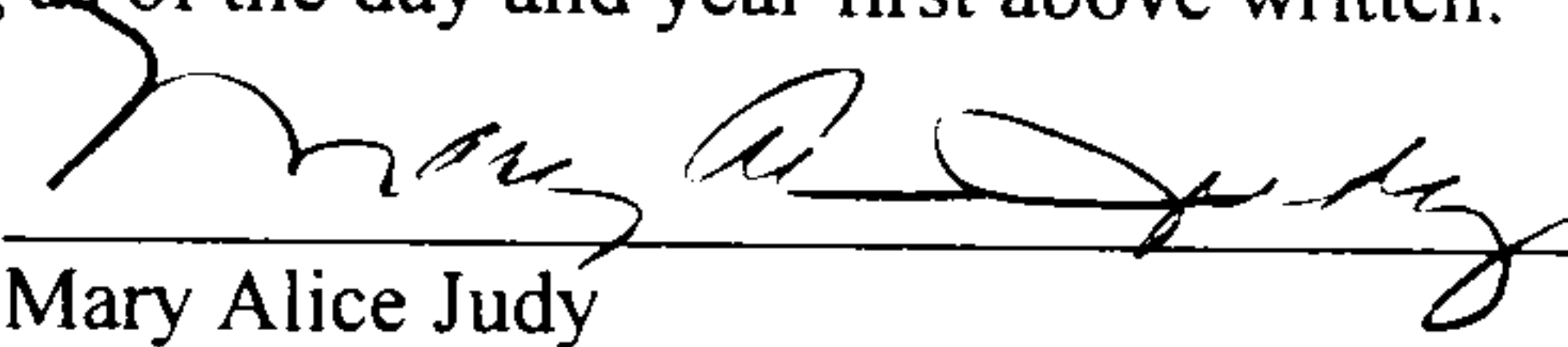
All or a portion of the property herein conveyed X includes or \_\_\_ does not include the primary residence of a Grantors.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

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 covenant with the Grantee, that Grantor is 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 that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: Public utility easements and state and municipal rights of way.

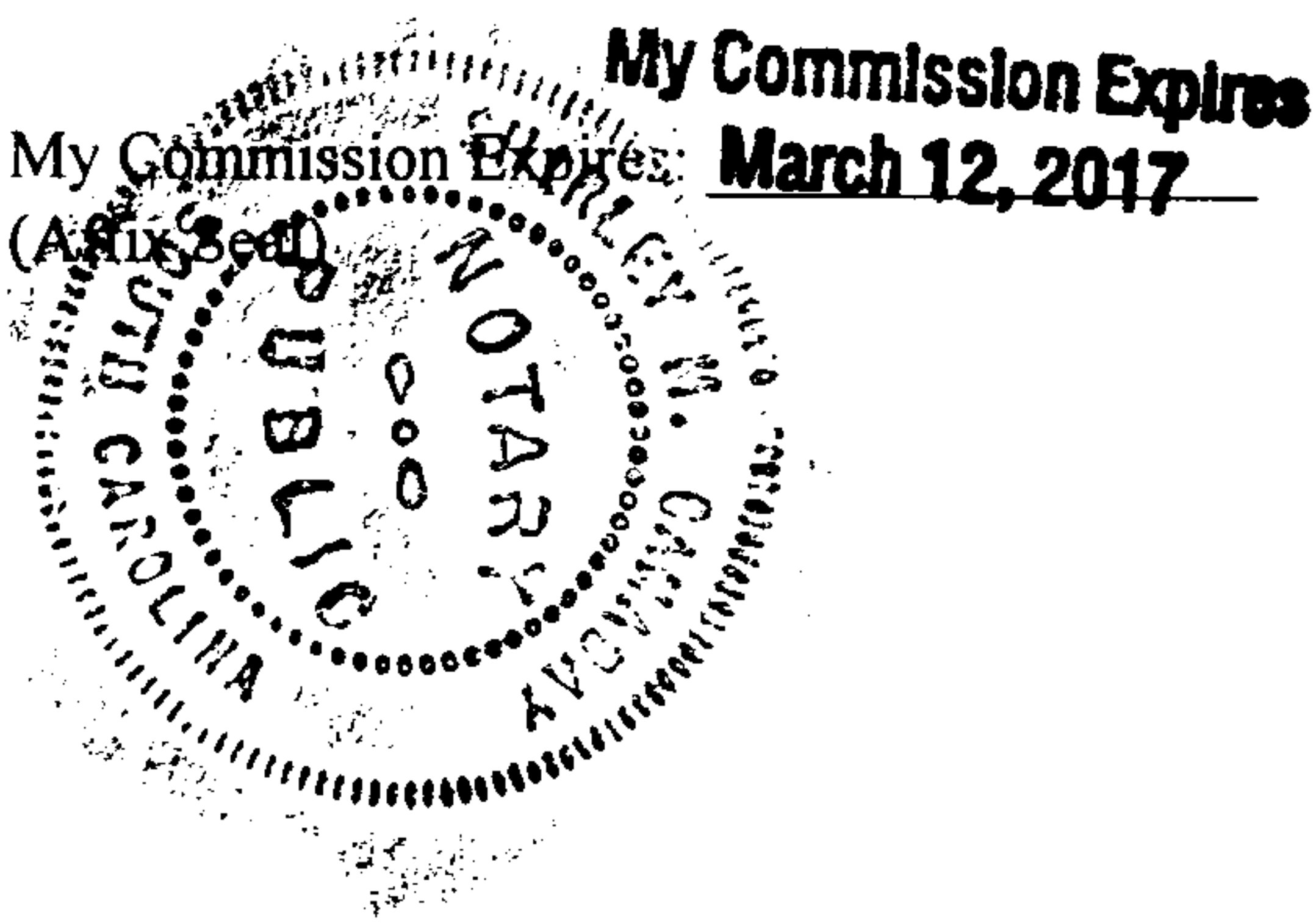
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

  
\_\_\_\_\_  
Mary Alice Judy

State of South Carolina - County of Greenville

I, the undersigned Notary Public of the County or City of Greenville and State aforesaid, certify that Mary Alice Judy 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 4th day of October, 2013.

  
\_\_\_\_\_  
SHIRLEY M. CANADAY Notary Public  
Notary's Printed or Typed Name



**EXHIBIT A**

***Lying and being in Green River Township, Henderson County, North Carolina***

***BEING*** all of that 4.16 +/- acres tract, as shown on a plat dated October 4, 2011, entitled, "Survey for Mary Alice Judy", said plat being recorded in the Henderson County Register of Deeds Office at Plat Slide 8417, reference to which being hereby made for a more particular description.

***TOGETHER WITH and SUBJECT TO*** the benefits and burdens of easements, rights of way and any other such matter as shown on the above referenced plat of record and to the right of way of Heatherly Heights Road (SR 1850) as it extends to its full legal width.

***SUBJECT TO*** the right of others to take water from a well located on the 4.16 +/- acre tract above described and is further subject to the easement for the laying and maintaining water lines leading from adjoining property in and to the well located on the 4.16 +/- acres tract of land.

***FUTHER SUBJECT TO*** the benefits and burdens the following restrictive covenants, which covenants shall be a servitude upon and run with the property:

- (1) The property shall not be divided in any way which shall reduce the area of the property to less than four acres in size;*
- (2) the property shall be used for residential purposes only;*
- (3) no building shall be erected, place or permitted to remain on the property other than one detached single-family dwelling not to exceed two stories in height, together with garages and outbuildings incidental to residential use;*
- (4) all buildings on the property must be at least fifty feet from the boundaries of the property;*
- (5) no structure of a temporary character, trailer, basement, tent, shack, garage, mobile home or outbuilding shall be used on the property as a residence either temporarily or permanently.*

***CONVEYED HEREWITH*** an easement for the purpose of installing and maintaining a septic field in that 5.32 acre tract of real property conveyed by Klefeker to Remington of even date. This right to install and maintain the septic field shall include the obligation to repair any damage caused to the 5.32 acres tract by the installation and repair of the septic field, including the reseeding of grass or the planting of shrubbery.