

10. 97065 Issued Nov 30 2007
\$34.00
State of POLK
North Carolina County
Real Estate Excise Tax

FILED in POLK County, NC
on Nov 30 2007 at 11:30:56 AM
by: SHEILA W. WHITMIRE
REGISTER OF DEEDS
BOOK 360 PAGE 1151

No title examination performed by preparer.

Excise Tax	\$34.00	Recording Time, Book and Page
Tax Lot No.	P33-65	Parcel Identifier No.
Verified by Polk County on the	_____ day of _____, 2007	
By Tax Administrator	_____	

Mail after recording to _____
This instrument was prepared by Feagan Law Firm, PLLC, P.O. Box 309, Columbus, North Carolina 28722
Brief description for the Index

Lot 39, RixHaven

ALL TAXES PAID
2007 JD

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27 day of November, 2007, by and between

GRANTOR

CHARLES A. ANDRUS, as Co-Executor of the Estate of C. FRED ANDRUS, and CHARLES A. ANDRUS, Individually, and KATHERINE T. ANDRUS, his wife, and

JAN F. ANDRUS, Co-Executor of the Estate of C. FRED ANDRUS, and JAN F. ANDRUS, Individually, and NANCY S. ANDRUS, his wife,

GRANTEE

CHARLES A. ANDRUS and KATHERINE T. ANDRUS, his wife,

206 East Richardson Avenue
Summerville, SC 29483

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.
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 Saluda and Tryon Townships, Polk County, North Carolina and more particularly described as follows:

BEING Lot Number 39, containing 3.00 acres, more or less, as shown and delineated upon a plat entitled "The Forest at RixHaven," Section II, Tryon & Saluda Twp., Polk Co., No. Car., Sheet 2 of 2, dated April 6, 1990, and prepared by Butler Associates, Reg. Land Surveyor, Tryon, N.C., (L-3033), which plat is duly recorded in Card File B, Page 112, in the Office of the Register of Deeds for Polk County, North Carolina; reference being made to said recorded plat for a full and complete metes and bounds description of said Lot, pursuant to North Carolina General Statutes, Section 47-30(g).

TOGETHER with an easement for purposes of ingress and egress to and from the subject property across all the subdivision roads serving The Forest at RixHaven as shown upon the official Subdivision Plats.

The above described property is conveyed subject to a Declaration of Covenants and Restrictions which is recorded in Book 205 at Page 1933 of the Polk County Registry; the same being incorporated herein by reference as if fully set forth.

The above described property is the identical property conveyed by James Steven Muldrow and wife, Cheryl S. Muldrow, et al, to C. Fred Andrus, Widower, by deed dated August 1, 1996, recorded in Book 235, Page 1821,

Polk County Registry. C. Fred Andrus, a resident of Charleston County, South Carolina, died testate on July 14, 2007 and by the terms of his Last Will and Testament the above described property was devised to his sons, Charles A. Andrus and Jan F. Andrus, the Grantors herein. See Estate File # 2007ES10-01045 in the Office of the Probate Court for Charleston County, South Carolina and Estate File # 07E-239 in the Office of the Clerk of Superior Court for Polk County, North Carolina. The spouses of Charles A. Andrus and Jan F. Andrus join in the execution of this deed for the purpose of releasing any marital rights they may have in the property being conveyed.

A map showing the above described property is recorded in Card File B at Page 112, Polk County Registry.

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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- a. Subject to all rights of way for public utilities;
- b. Subject to all rights of way for public streets, roadways, and/or easements; including specifically the right of way for subdivision roads serving RixHaven Subdivision as shown on the official Subdivision Plats;
- c. Subject to the Declaration of Covenants and Restrictions set forth hereinabove;
- d. Subject to the Covenant as to Road Maintenance in RixHaven Subdivision as recorded in Book 205's at Page 1974, Polk County Registry;
- e. Subject to any applicable Polk County zoning ordinances.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Charles A. Andrus
CHARLES A. ANDRUS, Co-Executor of the Estate of C. Fred Andrus, and Individually

Katherine T. Andrus
KATHERINE T. ANDRUS

Jan F. Andrus
JAN F. ANDRUS, Co-Executor of the Estate of C. Fred Andrus, and Individually

Nancy S. Andrus
NANCY S. ANDRUS

SEAL-STAMP



SOUTH CAROLINA, CHARLESTON County.
I, a Notary Public of the County and State aforesaid, certify that CHARLES A. ANDRUS, Co-Executor of the Estate of C. Fred Andrus, and CHARLES A. ANDRUS, Individually, and KATHERINE T. ANDRUS, his wife, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 27 day of November, 2007.
My Commission Expires 5/30/2017
My Commission Expires: _____ Notary Public

[Signature]

SEAL-STAMP



SOUTH CAROLINA, Dorchester County.
I, a Notary Public of the County and State aforesaid, certify that JAN F. ANDRUS, Co-Executor of the Estate of C. Fred Andrus and JAN F. ANDRUS, Individually, and NANCY S. ANDRUS, his wife, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 27 day of November, 2007.
My Commission Expires 5/30/2017
My commission expires: _____ Notary Public

[Signature]

960105 POLK COUNTY
Sep 20 1996 \$84.00



Real Estate
Excise Tax

Excise Tax \$84.00

FILED

96 SEP 20 AM 11:25

BOOK 236 PAGE 1132
REGISTER OF DEEDS
POLK COUNTY COLUMBUS NC

Kirby W Capps

Recording Time, Book and Page

Tax Lot No. Portion of P-33-1 Parcel Identifier No. _____
Verified by Polk County on the 20th day of September, 19 96
by Tax Administrator det

Mail after recording to 11 North Hampton Drive, Charleston, S. C. 29407

This instrument was prepared by Feagan and Foster, P.O. Box 309, Columbus, N.C. 28722

Brief description for the Index 13.85 Acres, Saluda Twp.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13th day of September, 19 96, by and between

GRANTOR

GRANTEE

JACK L. STORY and Wife,
LOUISE STORY

CHARLES A. ANDRUS

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 N/A, Saluda Township,

Polk County, North Carolina and more particularly described as follows:

BEING all that certain tract or parcel of land containing 13.85 acres, as shown and delineated upon a plat entitled "CHARLES A. ANDRUS", Saluda Twp., Polk Co., N.C., dated July 24, 1996, and prepared by Landmark Surveying Co. of Polk Co., N.C., which plat is duly recorded in Card File C, Page 970 in the Office of the Register of Deeds for Polk County, North Carolina; reference being made to said recorded plat for a full and complete metes and bounds description of said tract, pursuant to North Carolina General Statutes Section 47-30(g).

TOGETHER with an easement for purposes of ingress and egress to and from the subject property across all the subdivision roads serving The Forest at RixHaven Subdivision as shown upon the official Subdivision Plats. The Grantors reserve unto themselves, their heirs and assigns, the foregoing easement of ingress and egress.

The Grantors also reserve unto themselves, their heirs and assigns, a ninety (90') feet wide right of way across said 13.85 acres for purposes of access for future development. Said ninety (90') feet wide right of way is shown as lying near the eastern boundary of the 13.85 acre tract upon the above

referenced Plat; the metes and bounds description of the centerline thereof runs from Point C at the intersection of Rixhaven Drive to Point D in the North boundary line thereupon; and the same is incorporated herein by reference as if fully set forth.

The above described 13.85 acre tract is conveyed subject to the following restrictions and covenants which shall be binding upon the Grantee, his heirs and assigns, and shall continue in perpetuity:

1. **Restricted Use.** The tract shall not be used except for residential purposes or, with permission of Jack Story, nonprofit, civic, religious, educational and community purposes such as, but not limited to, churches, schools, fire and police stations, community buildings, libraries or parks. No residential building shall be erected, altered, placed or permitted to remain on said tract, or each of the resulting two (2) lots if subdivided pursuant to Paragraph 2 below, other than one (1) detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and private garages for the occupants' vehicles and other outbuildings incidental to the residential use of the tract. A single family dwelling shall have a fully enclosed floor area, exclusive of roofed or unroofed porches, terraces, garages, carports, or other outbuildings, of not less than 1,200 square feet, with at least 800 square feet on the main floor.

2. **Subdivision of Tract.** Said tract shall be subdivided into not more than two (2) lots, each of which shall be of not less than five (5) acres. The owner of a lot of five (5) acres or more may be granted permission by Jack Story to construct a guest house in addition to the main dwelling.

3. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on said tract at any time as a residence, either temporarily or permanently.

4. **Street Setbacks.** No building shall be placed closer to the Roads and Streets than a setback line shown on the recorded plat of said tract and, if no setback line is shown, then the applicable setback shall be 25 feet.

5. **Side Setbacks:** As to side yards, unless the recorded plat provides otherwise, a single family detached structure or any building incident thereto shall not be closer to a side boundary line than 5 feet.

6. **Setbacks Near Lakes, Water Courses, Permanent Parks, Permanent Recreational Plots.** No building shall be placed nor shall any material or refuse be placed or stored upon said tract of land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Permanent Park or Permanent Recreational Plot.

7. **Construction of Buildings.** No building, fence, wall, improvement, change to landscaping or other structure shall be commenced, erected, or thereafter maintained upon the property, nor shall any exterior additions or modifications of any existing structure be commenced, erected or thereafter maintained until the plans and specifications have been first submitted to and approved by Jack Story, his heirs and assigns.

8. **Easements.** Easements of twenty (20') feet in width for installation and maintenance of utilities and drainage facilities are hereby reserved along all boundary lines and may also be reserved as indicated upon any recorded plat of said tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area and all improvements in it shall be maintained continuously by the Owner of the tract, except for those improvements for which a public authority or utility company is responsible.

9. **Nuisances.** No obnoxious or offensive activity shall be carried on upon said tract at any time for any reason.

10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on said tract, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. Garbage and Refuse Disposal. Said tract shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in said tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in said tract of land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon said tract.

Continued on Exhibit "A"

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 191, Page 857, Polk County Registry

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 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- a. Subject to applicable Polk County zoning ordinances, if any;
- b. Subject to such road and utility easements as may appear by reference to the public records of the Polk County Registry and by reference to a physical inspection of the subject property;
- c. Subject to the restrictions as set forth hereinabove.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)
By:
..... President

ATTEST:
.....
..... Secretary (Corporate Seal)

.....
(Corporate Name)
By:
..... President

ATTEST:
.....
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

USE BLACK INK ONLY

Jack L. Story (SEAL)
JACK L. STORY
Louise Story (SEAL)
LOUISE STORY

..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)



NORTH CAROLINA, Polk County.

I, a Notary Public of the County and State aforesaid, certify that Jack L. Story and Wife, Louise Story Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of September, 1996. My commission expires: 9/27/98 Sharon K. Cantrell Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of 19. My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of 19. My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of 19. My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Secretary of personally came before me this day and acknowledged that he is a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19. My commission expires: Notary Public

SEAL - STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Secretary of personally came before me this day and acknowledged that he is a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19. My commission expires: Notary Public

The foregoing Certificate(s) of Sharon K. Cantrell

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Kelly W. Capps REGISTER OF DEEDS FOR Polk COUNTY Deputy/Assistant-Register of Deeds.

Exhibit "A"
(Description Continued)

13. Road Maintenance Fees. The owner of said tract shall become responsible for paying to the RixHaven Property Owners Association, Inc. the sum of Two Hundred and No/100 (\$200.00) Dollars annually to assist said Association in maintaining the road between said tract and the public highway only after the tract is subdivided, if ever. In addition, the owner of said tract shall also be responsible for constructing and maintaining a driveway to said tract and the Grantor herein, Jack L. Story, discloses that he has made no representations of responsibility for the construction or maintenance of said driveway.

14. Trees. The clearcutting of trees on said tract shall not be permitted. The harvesting of fully mature trees may occur only with the permission of Jack L. Story and only after the adoption of a plan of harvesting through a qualified forest consultant. However, clearing of a site for construction of a residential dwelling and appurtenant outbuildings is permissible, except that such clearing shall not extend greater than fifty (50) feet in any direction from the nearest corner of any permitted structure.

15. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, persons or corporation violating or attempting to violate any covenant or restriction, either to restrain violation thereof or to recover damages, and against the land to enforce any lien created by these covenants; and failure by Jack L. Story to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Among the actions Jack L. Story may take include, but are not necessarily limited to, the following:

1. An action to require specific performance, mandatory injunction to compel compliance, or prohibitory injunction to prohibit the violation of these covenants or restrictions.

2. Institution of an action against the violator for compensatory and/or nominal damages.

16. The approval required pursuant to Paragraph 7 herein shall be deemed approved after thirty (30) days if Jack Story, his heirs and assigns, shall fail to approve said plans or shall be unavailable after diligent inquiry.

FILED

97 SEP 25 PM 12:49

BOOK 242 PAGE 2127
REGISTER OF DEEDS
POLK COUNTY COLUMBUS NC

Pamela D. Miller

960910 POLK COUNTY
Sep 25 1997 \$74.00



Real Estate
Excise Tax

Excise Tax \$74.00

Recording Time, Book and Page

Tax Lot No. P-33 Parcel Identifier No. 67
Verified by Polk County on the 25th day of September, 1997
by Louise Cochran, Tax Assessor

Mail after recording to 1043 Court Drive, Charlotte, NC 28211

This instrument was prepared by Feagan and Foster, P. O. Box 309, Columbus, NC 28722

Brief description for the Index Lot 41, The Forest at RixHaven

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 19th day of September, 1997, by and between

GRANTOR

GRANTEE

CARL J. WILSON and Wife,
SUSAN L. WILSON

CHARLES A. ANDRUS and
KENNETH LEE WHITE

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 n/a, Tryon and Saluda Township, Polk County, North Carolina and more particularly described as follows:

BEING Lot Number 41, containing 3.10 acres, more or less, as shown and delineated upon a plat entitled "The Forest at RixHaven," Section II, Tryon & Saluda Twp., Polk Co., No. Car., Sheet 2 of 2, dated April 6, 1990, and prepared by Butler Associates, Reg. Land Surveyor, Tryon, N.C., (L-3033), which plat is duly recorded in Card File B, Page 112 in the Office of the Register of Deeds for Polk County, North Carolina; reference being made to said recorded plat for a full and complete metes and bounds description of said Lot, pursuant to North Carolina General Statutes, Section 47-30(g).

TOGETHER with an easement for purposes of ingress and egress to and from the subject property across all the subdivision roads serving The Forest at RixHaven Subdivision as shown upon the official Subdivision Plats.

The above described property is conveyed subject to a Declaration of Covenants and Restrictions which is recorded in Book 205 at Page 1933 of the Polk County Registry; the same being incorporated herein by reference as if fully set forth.

The above described property is further conveyed subject to a sixty (60) foot right of way for purposes of present and/or future access, the same lying entirely on the above described lot immediately adjacent and contiguous to its northern boundary lines, as shown upon the above referenced Plat.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 211 at Page 262 of the Polk County Registry.

A map showing the above described property is recorded in Plat Book B page 112.

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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- a. Subject to applicable Polk County zoning ordinances, if any;
- b. Subject to such road and utility easements as may appear by reference to the public records of the Polk County Registry and by reference to a physical inspection of the subject property, including specifically the right of way for subdivision roads serving RixHaven Subdivision as shown upon the official subdivision plats;
- c. Subject specifically to the Declaration of Covenants and Restrictions as set forth hereinabove;
- d. Subject to the Covenant as to Road Maintenance in RixHaven Subdivision as recorded in Book 205, Page 1974 of the Polk County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By:

.....
President

ATTEST:

.....
Secretary (Corporate Seal)

.....
(Corporate Name)

By:

.....
President

ATTEST:

.....
Secretary (Corporate Seal)

USE BLACK INK ONLY

USE BLACK INK ONLY

Carl J. Wilson
CARL J. WILSON (SEAL)
OR PLK 24258381

Susan L. Wilson
SUSAN L. WILSON (SEAL)
OR PLK 24258381

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

SEAL - STAMP

OHIO Cuyahoga County.

I, a Notary Public of the County and State aforesaid, certify that Carl J. Wilson and Wife, Susan L. Wilson Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of September, 1997.

4/2/2002

CRYSTAL A. JOHNSON, NOTARY PUBLIC
STATE OF OHIO - CUYAHOGA COUNTY
MY COMMISSION EXPIRES 4-2-2002

Crystal A. Johnson Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

The foregoing Certificate(s) of Crystal A. Johnson

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

James D. Miller REGISTER OF DEEDS FOR Polk COUNTY

By _____ Deputy/Assistant-Register of Deeds.

FILED

97 DEC 30 PM 3:55

BOOK 244 PAGE 1902

REGISTER OF DEEDS
POLK COUNTY COLUMBUS NC

Ramela D. Miller

Excise Tax -0-

Recording Time, Book and Page

Tax Lot No. P-33 Parcel Identifier No. 67 and 68
Verified by Polk *det* County on the day of , 1997
by Louise Cochran, Tax Administrator

Mail after recording to 11 North Hampton Drive, Charleston, SC 29407

This instrument was prepared by Feagan and Foster, P.O. Box 309, Columbus, NC 28722

Brief description for the Index Lot 40, Sec. II, Rixhaven

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this day of , 1997, by and between

GRANTOR

GRANTEE

CHARLES A. ANDRUS and Wife,
KATHERINE T. ANDRUS, and
KENNETH LEE WHITE and Wife,
UNETA JEAN WHITE

CHARLES A. ANDRUS and Wife,
KATHERINE T. ANDRUS

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 n/a, Tryon and Saluda Township, Polk County, North Carolina and more particularly described as follows:

BEING all of Lot 40 and Lot 41B containing of a total of 3.64 acres, more or less, as shown and delineated upon a plat entitled "A REVISION OF LOT 41, THE FOREST AT RIXHAVEN, SECTION II," Saluda and Tryon Twp., Polk Co., N.C., dated October 2, 1997, and prepared by Butler Associates, Reg. Land Surveyor, Tryon, NC, which plat is duly recorded in Card File D, Page 145 in the Office of the Register of Deeds for Polk County, North Carolina; reference being made to said recorded plat for a full and complete metes and bounds description of said lot, pursuant to North Carolina General Statutes, Section 47-30(g).

It is the intent of the Grantees, their heirs and assigns, to hold the above described property as one consolidated Lot, hereinafter to be designated as Lot 40, as Tenants by the Entireties with Rights of Survivorship, as provided by N.C.G.S., Section 39-13.3(b).

A portion of the above described property was acquired by Deed recorded in Book 242, Page 2127 and the remainder by Deed recorded in Bqok 211, Page 1031, all of the Polk County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 207, Page 1172 and Book 242, Page 2127, Polk County Registry.

A map showing the above described property is recorded in Plat Book B page 112 and D, 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 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- a. Subject to applicable Polk County zoning ordinances, if any;
- b. Subject to such road and utility easements as may appear by reference to the public records of the Polk County Registry and by reference to a physical inspection of the subject property, including specifically the right of way for Table Rock Drive;
- c. Subject specifically to the Declaration of Covenants and Restrictions set forth hereinabove;
- d. Subject to the Covenant as to Road Maintenance in RixHaven Subdivision as recorded in Book 205, Page 1974 of the Polk County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By:
..... President

ATTEST:
.....
..... Secretary (Corporate Seal)

.....
(Corporate Name)

By:
..... President

ATTEST:
.....
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

Charles A. Andrus (SEAL)
 CHARLES A. ANDRUS

Katherine T. Andrus (SEAL)
 KATHERINE T. ANDRUS

Kenneth Lee White (SEAL)
 KENNETH LEE WHITE

Uneta Jean White (SEAL)
 UNETA JEAN WHITE

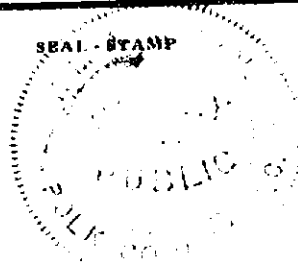
USE BLACK INK ONLY

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)



NORTH CAROLINA, Polk County.

I, a Notary Public of the County and State aforesaid, certify that Kenneth Lee White and Wife, Uneta Jean White Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st day of December, 1997.

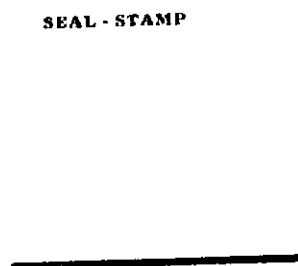
My commission expires: 3-27-01 Kim A. McCool Notary Public



NORTH CAROLINA, Polk County.

I, a Notary Public of the County and State aforesaid, certify that Charles A. Andrus and Wife, Katherine T. Andrus Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12th day of December, 1997.

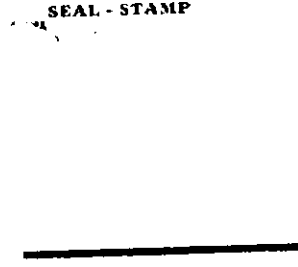
My commission expires: 9/27/98 Sharon K. Cantrell Notary Public



NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of 19.

My commission expires: Notary Public



NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of 19.

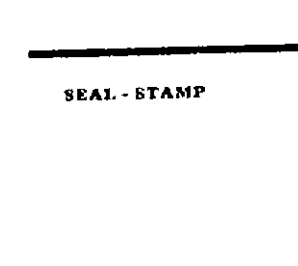
My commission expires: Notary Public



NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Secretary of personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19.

My commission expires: Notary Public



NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Secretary of personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of 19.

My commission expires: Notary Public

The foregoing Certificate(s) of Kim A. McCool & Sharon K. Cantrell

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Pamela D. Miller REGISTER OF DEEDS FOR POLK COUNTY
Deputy/Assistant-Register of Deeds.