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BOOK 01435

PAGE 0654 THRU0657

INSTRUMENT # 02685

RECORDING \$26.00

EXCISE TAX \$160.00

FILED VANCE

COUNTY NC

CASSANDRA D. NEAL

REGISTER OF DEEDS

JJS

This instrument is prepared by Michael E. Satterwhite, a licensed NC attorney. Delinquent Taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$160.00
Parcel ID:	0580 01008A
Mail/Box to:	Michael E. Satterwhite P.O. Box 1820 Henderson, NC 27536
Prepared by:	STAINBACK, SATTERWHITE & ZOLLICOFFER, PLLC – Michael E. Satterwhite
Brief description for the Index:	Lot 8, S. Piney Grove Road, Manson, Vance County, North Carolina

THIS GENERAL WARRANTY DEED (“Deed”) is made on the 27th day of July 2023 by and between:

GRANTOR	GRANTEE
ALLISON S. VENABLE, Unmarried 132 Pine Cove Road New Bern, NC 28562	JAMES WILLIAM FINNEGAN, Co-Trustee and GAIL M. FINNEGAN, Co-Trustee of the Finnegan Trust, dated March 5, 2019 8129 Kingsland Drive Raleigh, NC 27613

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the City of _____, Middleburg Township, Vance County, North Carolina and more particularly described as follows (the “Property”):

Begin at a point in the centerline of State Road 1363, Said point being the common corner of Lots 8 and 9 on the hereinafter-named plat and said point also being located North 24 degrees 58' East 437.6 feet from the point where the centerline of State Road 1363 intersects the line of the United States of America; run thence along and with the centerline of State Road 1363 South 24 degrees 58' West 112.8 feet to a point, common corner of Lots 5 and 8; run thence along and with the common lines of Lots 4, 5 and 8 North 59 degrees 19' West 205 feet to a point, common corner of Lots 6 and 8 in the line of Lot 4; run thence along and with the common line of Lot 6 and 8 North 30 degrees 14' East 114 feet to a point, common corner of Lots 6, 7, 8 and 9; run thence along and with the common line of Lots 8 and 9 South 58 degrees 48' East 194.9 feet to a point in the centerline of State Road 1363, the point and place of the BEGINNING; the same being designated as Lot No. 8, containing 22,598 square feet as shown on that plat of the "Property of Wallace G. Daniel" prepared by Luther E. Stegall, Registered Land Surveyor, dated March 22, 1978, reference to which plat is made for more definite description.

ALSO CONVEYED HERewith to the Grantee, its successors and assigns is:

- (a) A joint perpetual non-exclusive right of ingress and egress from State Road 1363 to the line of the United States of America, which easement runs along the common lines of Lot 6, 7, 8 and 9 as shown on that plat of the "Property of Wallace G. Daniel" prepared by Luther E. Stegall, Registered Land Surveyor, dated March 22, 1978, reference to which plat is made for more definite description; and
- (b) Subject to the terms of this agreement, the Grantee shall be allowed to withdraw water from the well located on Lot 2 as shown on the above-mentioned plat. The original Grantor agreed to assist with the installation of a water pipe or line leading to the above-conveyed lot from Lot 2, and to pay one-half (1/2) of the costs of the installation of such pipe or line. The original Grantee agreed to pay to the original Grantor, or their heirs or assigns, the sum of \$60.00 per year to defray the costs of providing water, which sum shall be due upon the installation of the water line, and thereafter shall be due annually on the anniversary date thereof. The original Grantor specifically reserved unto themselves, and their heirs and assigns, the right to cancel and terminate this agreement at any time upon giving to the original Grantee, or the then owners of Lot 8, not less than ninety (90) days written notice of their intention to cancel or terminate this agreement to supply water to Lot 8, and upon refunding to the Grantee any unused prorata portion of the annual charge. Upon termination of this agreement as hereinabove provided, the Grantee shall no longer have any right to withdraw water from the well on Lot 2.

RESERVATION

- (a) This conveyance is made and accepted subject to the right of others in and to the joint and non-exclusive use of 10 feet of the above-described property which lies along the northern property line of such property for the purpose of ingress and egress to Lots 6, 7 and 9 as shown on the above-referenced plat. This 10 feet is a part of a 20 foot easement, 10 feet of which lies on the lot herein conveyed; and
- (b) The original Grantor specifically reserved unto themselves and their heirs and assigns an easement five (5) feet in width and lying along the southern and western property lines of the lot herein conveyed for the purpose of installing a common water line to Lots 6, 7, 8 and 9 shown on the above-mentioned plat. [23-MS-438C/T/K]

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 618 page 139 [NOTE: John H. Williams, Jr. died in Vance County on August 14, 2008, he was unmarried, had no children, was predeceased by his mother, Carnelia Quinn Williams (aka Mattie Cornelia Quinn Williams), who died February 1, 2005 in Vance County and was survived by his father, John Hussey Williams, Sr.] and the Last Will & Testament of John Hussey Williams, Sr. (d/o/d February 17, 2009) as appears in File # 09-E-62 in the office of the Clerk of Superior Court of Vance County

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book 598 Page 567

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

- a. Existing rights of way for roadways and public utilities of record.
- b. Building setbacks, easements, rights of way and all other matters as appear on plat recorded in Plat Book 598 Page 567, Vance County Registry.
- c. Terms and provisions of all applicable zoning, land use and planning ordinances, statutes and regulations.
- d. Vance County ad valorem taxes for 2024 et seq. years.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

Allison S. Venable (SEAL)
ALLISON S. VENABLE

State of North Carolina - County or City of Vance

I, the undersigned Notary Public of the County or City of Vance and State aforesaid, certify ALLISON S. VENABLE 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 27th day of July 2023.

[Handwritten Signature]

My Commission Expires: 3/25/2028
(Affix Seal)

Signature of Notary Public
MICHAEL E. SATTERWHITE, Notary Public
Notary's Printed or Typed Name

