

2016018957 00083

FORSYTH CO. NC FEE \$26.00
 STATE OF NC REAL ESTATE EXT
\$1040.00

PRESENTED & RECORDED

05/20/2016 11:56:48 AM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: OLIVIA DOYLE

ASST

BK: RE 3287**PG: 1191 - 1195****NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$1040.00

Parcel Identifier No. 6816-80-3461.00 Verified by _____ County on the ____ day of _____, 20____
 By: _____

Mail/Box to: Coltrane, Grubbs & Whatley, PLLC 109 East Mountain Street, Suite D, Kernersville, NC 27284

This instrument was prepared by: Jason T. Grubbs of Coltrane, Grubbs & Whatley, PLLC

Brief description for the Index: Lot No. 14 - Block 7 and parts of Blocks 1, 2 and 8 of Merry Acres

THIS DEED made this 12TH day of May 2016, by and between**GRANTOR**

**PAUL N. MONTAGUE, (aka PAUL N. MONTAGUE III)
 and wife, MAUREEN MONTAGUE**

**EDWARD THORNE MONTAGUE, and wife
 ANDREA B. MONTAGUE**

JAMES M. MONTAGUE, unmarried**Mailing Address:**

**9033 McDiarmid Lane
 Huntersville, NC 28078**

GRANTEE

**KEITH E. WALES, JR, and wife
 MARGARET A. YACOBOZZI**

Mailing Address:

**12 Stump Tree Lane
 Winston-Salem, NC 27106**

Enter in appropriate block for each Grantor and Grantee: name, mailing 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, parcel of land or condominium unit situated in the City of Winston-Salem, Forsyth County, North Carolina and more particularly described as follows:

See Attached Exhibit A

Title Notes: The property hereinabove described was acquired by Catherine C. Huber (fka Catherine C. Montague) on or about April 15, 1977, by instrument recorded in Book 1204 Page 1180. Catherine C. Huber died testate on or about January 22, 2009, while domiciled in Forsyth County, NC (reference Forsyth County, NC estate file number 09 E 537), leaving a life estate in the subject property to her second husband, Robert C. Huber, with the remainder to her sons, Paul N. Montague, Edward Thorne Montague, and James M. Montague. Robert C. Huber died on or about November 17, 2015 (reference Forsyth County, NC death certificate recorded in Book 123 at Page 3026). The spouses of Paul N. Montague and Edward Thorne Montague also join in this deed to convey any spousal interest in the property.

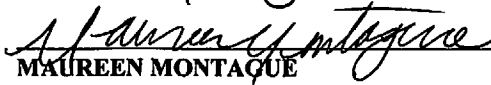
A map showing the above described property is recorded in Plat Book 23 Page 124.

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:

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

 (SEAL)
PAUL N. MONTAGUE (aka PAUL N. MONTAGUE III)

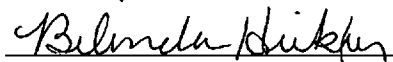
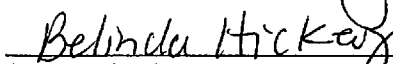
 (SEAL)
MAUREEN MONTAGUE

State of Washington - County of Clark

I, the undersigned Notary Public of the County of Forsyth and State aforesaid, certify that Paul N. Montague (aka Paul N. Montague III) and Maureen Montague 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 12th day of May 2016.

(Affix Seal)




 Notary Public
(Notary Printed Name)

My Commission Expires: 11/15/17

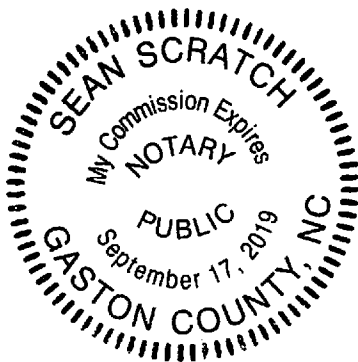
(Signatures Continue on the Next Page)

Edward Thorne Montague (SEAL)
 EDWARD THORNE MONTAGUE
Andrea B. Montague (SEAL)
 ANDREA B. MONTAGUE

State of NC - County of MERLENBURG

I, the undersigned Notary Public of the County of Forsyth and State aforesaid, certify that Edward Thorne Montague and Andrea B. Montague 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 12TH day of May 2016.

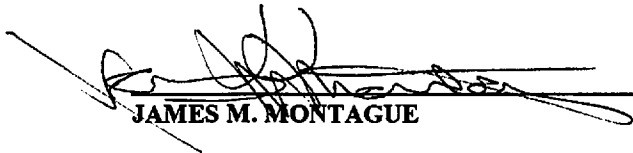
(Affix Seal)



Sean Scratch
SEAN SCRATCH, Notary Public
 (Notary Printed Name)

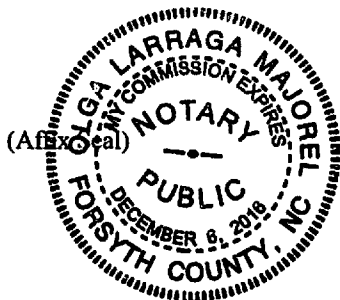
My Commission Expires: SEPT. 17TH 2019


(Signatures Continue on the Next Page)

 (SEAL)
JAMES M. MONTAGUE

State of NC - County of Forsyth

I, the undersigned Notary Public of the County of Forsyth and State aforesaid, certify that James M. Montague 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 17 day of May 2016.




Olga Larraga Majors Notary Public
(Notary Printed Name)

My Commission Expires: Dec 6, 2016

EXHIBIT A
Legal Description

BEING KNOWN AND DESIGNATED as Lot No. 14 as shown on the map of "Block 7 and parts of Blocks 1, 2 and 8 of Merry Acres", as shown on recorded Plat recorded in Plat Book 23, at Page 124, in the office of the Register of Deeds of Forsyth County, North Carolina.

TOGETHER WITH an easement appurtenant to the above-described lands for ingress and egress over a 30 foot wide strip crossing along the common boundary line of Lots Nos. 2 and 3 and entering upon said Lot No. 14, said easement being shown as "30 foot utilities and driveway easement" on the Plat of "Blocks 7 and parts of Nos. 1, 2 and 8 of Merry Acres," recorded in Plat Book 23, at Page 124 in the office of the Register of Deeds of Forsyth County, North Carolina.

This conveyance is made expressly SUBJECT TO a perpetual easement over the above-described strip for driveway purposes, which easement is and shall be appurtenant to Lots 2, 3, 13 and 14, and is exclusive to the owners of Lots 2, 3, 13 and 14 and their heirs, assigns, guests and licensees.

It is a condition of this conveyance that the parties of the second part herein, and their heirs, or assigns, are and shall hereafter be bound to pay one-fourth of the cost of repairs, maintenance and upkeep of the driveway within the easement area shown on said Plat from its northern terminus at the south edge of Fairmont Road to the north edge of the bridge across the branch on said Lots Nos. 2 and 3, and one-half of the cost of repairs, maintenance and upkeep of the bridge and of the driveway from the north edge of said bridge to its southernmost terminus.

The charges arising out of any repairs, maintenance and upkeep as hereinabove called for shall be thus shared by the owners of the property hereby conveyed with owners of Lots Nos. 2 and 3 as to the driveway area north of the bridge, and with owners of Lot No. 13 only, as to the bridge and driveway South thereof.

The charge arising out of repair, upkeep and maintenance of said bridge and driveway as above limited shall constitute a lien against the lots whose owners are required hereby to bear said expense, but the lien herein provided for shall be perfected only upon the filing of record of an instrument in writing signed by all the parties required to share the cost as to the respective area affected. In the required instrument said repairs must be authorized in the charges itemized. This lien shall be for the exclusive benefit of the owners of the lots affected hereby, but may be enforced in the same manner as provided by law for mechanics' and materialmen's liens.

The easement granted hereby subject to use for water and sewer lines serving a Lot to shown on the Plat of record.