2014028419 00118
FORSYTH CO, NC FEE $26.00
NO TAXABLE CONSIDERATION
PRESENTED & RECORDED:
08-06-2014 03:54:36 PM
C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY: OLIVIA DOYLE
ASST
BK: RE 3191
PG: 900-903

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:

Parcel Identifier Number: 6857-61-6550.00 Tax ID or Block & Lot: 3254B018

Mail/Box to: Grantee at 4712-A Country Club Rd. Winston-Salem, NC 27104
This instrument was prepared by: A.D. Robinson - Original to
Brief description for the Index: LOT 18 OF MORRIS FARM

THIS DEED made this August 05, 2014 by and between

GRANTOR	GRANTEE
Anthony D. Robinson Pamela P. Robinson	James Johnson, as Trustee for X000081405 Morris Farms Forsyth Kelly's Trail Family Trust Dated August 5, 2014 4712-A Country Club Rd. Winston-Salem, NC 27104 Property Address: 4705 Kelly's Trail, Winston-Salem, North Carolina, 27101

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 Winston-Salem, Forsyth County North Carolina and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 18 of Morris Farm, Phase Three as recorded in Plat Book 47, Page 101 in the Office of the Register of Deeds of Forsyth County, North Carolina to which reference is hereby made for a more particular description thereof.
The above property is part of that property described in Deed Book 2181, Page 3622 and Deed Book 2181, Page 3625, Forsyth County Registry and further designated as Tax Lot 18 in Block 3254B on the Forsyth County Tax Maps

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2734 Page 29-30.

A map showing the above described property is recorded in Plat Book 47, Page 101.

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 also according to the rights and powers as delineated in the attached Exhibit "B".

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:

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.

_____ Anthony D. Robinson (SEAL)

By: _____ Pamela P. Robinson (SEAL)

ATTEST:

_____ _____ (SEAL)

_____ Secretary (Corporate Seal) _____ (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF Forsyth

I, the undersigned Notary Public of the foresaid State and County, do hereby certify that Anthony D. Robinson and Pamela P. Robinson personally appeared before me this date and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal this the 6th day of Aug., 2014

My Commission Expires: 4/10/2018

Lisa M. Love, Notary Public

LISA M. LOVE NOTARY PUBLIC My Commission Expires April 10, 2018 FORSYTH COUNTY, NC

STATE OF NORTH CAROLINA, COUNTY OF _____

I, the undersigned Notary Public of the aforesaid State and County, do hereby certify that _____, attorney in fact for _____, personally appeared before me this date, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of _____, and that his authority to execute and acknowledge said instrument is contained in and instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of the _____ County, North Carolina on the _____ day of _____, _____, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said _____ acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said _____. Witness my hand and notarial seal, this _____ day of _____, _____.

My Commission Expires: _____

_____, Notary Public

AFFIDAVIT OF LAND TRUST – EXHIBIT "B"

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

BEFORE ME, the undersigned authority, on this day personally appeared James Johnson, as Trustee, who being first duly sworn, deposes and says that:

1. The following Trust is the subject of this Affidavit:

X000081405 Morris Farms Forsyth Kelly's Trail Family Trust, dated the 5th day of August 2014

2. The names of the currently acting Trustee is:

James Johnson, as Trustee

3. The legal description of the real estate held by the Trust is:

BEING KNOWN AND DESIGNATED as Lot 18 of Morris Farm, Phase Three as recorded in Plat Book 47, Page 101 in the Office of the Register of Deeds of Forsyth County, North Carolina to which reference is hereby made for a more particular description thereof.

The above property is part of that property described in Deed Book 2181, Page 3622 and Deed Book 2181, Page 3625, Forsyth County Registry and further designated as Tax Lot 18 in Block 3254B on the Forsyth County Tax Maps

4. The Trust mailing address is:

4712-A Country Club Rd.
Winston-Salem, NC 27104

5. The Trust is currently in full force and effect.

6. The Trustee's powers, duties and responsibilities are as per the Declaration of Trust and Land Trust Agreement dated the 5th day of August 2014, and the subsequent public records deed filing which shows the Trustee(s) name(s).

7. The signatory hereof is currently the acting Trustee of the Trust named herein.

8. The signatories hereof have been granted full power and authority under the Trust provisions to take the following action(s), to wit:To purchase, improve, subdivide, manage and protect said real estate or any part thereof: to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired: to contract: to: renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing: to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage, pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter: and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind; to release, convey or assign any right, title use or interest in or to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, including filing lawsuits and hiring counsel.

9. In no case shall any party dealing with Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease, management agreement or other instrument executed by Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in said Declaration of Trust and Land Trust Agreement and binding upon all beneficiaries thereunder, (c) that Trustee is duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, management agreement or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holder(s) of the power of direction of the Trust.

10. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of Trustee, in its own name as Trustee of an express trust and not individually and the Trustee has no obligation

whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for record of this affidavit. Any litigation arising in connection with the Trust document shall be adjudicated under the laws of the State of North Carolina. In the event any portion of the said Trust Agreement shall be found to be not supportable under North Carolina Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party, which may become law, shall be binding on both parties as if included therein.

11. The interest of each and every beneficiary under the Declaration of Trust and Land Trust Agreement hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate and such interest is hereby declared to be personal property, and no beneficiary has any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.

12. The signatory hereof declare that the foregoing statements are true and correct, under penalty of perjury.

FURTHER AFFIANT SAYETH NOT.

Sign: James Johnson

James Johnson, as Trustee

NORTH CAROLINA, FORSYTH County

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **James Johnson** appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 6 day of AUGUST, 2014.

Print Name: BRIAN M. JONES

BRIAN M. JONES
NOTARY PUBLIC
GUILFORD COUNTY
NORTH CAROLINA
My Commission Expires December 26, 2018

My Commission Expires: December 26, 2018