

Alpine Title Services
6 Pleasant Street
Conway, NH 03818
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Transfer Tax: 4,980.00 CA931184 LCHIP: 25.00 CAA152209
eRecorded

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WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **KEITH HERRICK**, a married person, with a mailing address of 43 Fiske Mill Road, Milford, Massachusetts 01757, and **BRYAN HERRICK**, a single person, with a mailing address of 11 Emerson Lane, Milford, Massachusetts 01757, for consideration paid, grant to **JANICE C. WHITE, Trustee of the JANICE C. WHITE TRUST OF 2021** u/d/t May 14, 2021, having a mailing address of 5 Virginia Terrace, Saugus, Massachusetts 01906, with **WARRANTY COVENANTS**, the following:

A certain Condominium Unit situated in North Conway, Town of Conway, County of Carroll and State of New Hampshire and described as follows:

UNIT 29 of Northbrook Condominium, together with any improvements thereon located on Ledgewood Road, North Conway, Carroll County, New Hampshire and described and identified in the Northbrook Condominium Declaration dated September 29, 1992 and recorded at the Carroll County Registry of Deeds on October 2, 1992 at Book 1501, Page 982, as amended through the Eighth Amendment recorded June 11, 1993, and recorded at Book 1531, Page 718, (which Declaration, together with amendments, By-Laws and other appendices thereto, is sometimes hereinafter referred to as the "Declaration"), further being depicted upon as-built site plan entitled "As-Built Plan "Northbrook Resort" property of Northbrook Properties, Inc. Carroll County, North Conway, New Hampshire" by Thaddeus Thorne-Surveys, Inc. recorded June 11, 1993, and floor plans for Northbrook Condominium recorded at Plan Book 144, Page 71 and Plan Book 144, Page 50, respectively.

Also conveyed is an undivided interest in the Common Area, as defined and identified in the Declaration and on the Plan.

Also conveyed the following rights and easements:

1. An exclusive easement to use the Limited Common Area, if any, appurtenant to the Unit conveyed herein, as defined and described in the Declaration and on the Plan.
2. Easements in common with others to use the Common Area, excepting the Limited Common Area, as set forth in the Declaration.
3. Non-exclusive easements for structural support and encroachments as set forth in the Declaration.

This conveyance is subject to the following:

1. There is excepted from the Unit conveyed herein the Common Area lying within the Unit as set forth in the Declaration.
2. Non-exclusive easements for structural support, encroachments and for repair in favor of the Owners of other Units in the Condominium, as set forth in the Declaration, and the other easements, covenants and restrictions of record including without limitation the easements, covenants and restrictions specifically referred to in the Declaration.
3. The other provisions of the Declaration as amended from time to time by instruments recorded in Carroll County Registry of Deeds, all of which provisions together with any amendments thereto shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the said Unit, as though such provisions were recited and stipulated at length herein, and the provisions of the Condominium Rules adopted pursuant to the Declaration and the New Hampshire Condominium Act.
4. Real estate taxes attributable to the granted premises for the current year as are now due and payable, and for all taxes from and by the Town of Conway based upon the assessment of the fee simple ownership of the Condominium Unit herein described, together with the proportional assessment of taxes with respect to the Common Areas described and identified in the Declaration and on the Plans, all of which the Grantee (jointly and severally if more than one) by the acceptance hereof assumes and agrees to pay.

The Grantee, by acceptance of this deed, agrees that neither he, nor his successors or assigns, shall execute any deed conveying this Unit without including herein the percentage interest of such Unit in the Common Area, it being the intention hereof to prevent any severances of such combined ownership. Any such deed purporting to affect such title of one or more of such interests without including all such title or interest shall be deemed and taken to include the interest so omitted, even though the latter shall not be expressly mentioned or described therein.

The term "Northbrook Condominium" or "Condominium", as used herein means all of the premises described in Exhibit A of the Declaration, including all of the buildings and improvements now or hereafter located thereon, and reference may be made to the Declaration for a description of the premises. The post office address of the Condominium Association is P.O. Box 1400, North Conway, New Hampshire 03860, but may be changed from time to time. The Condominium is primarily intended for residential use and the restrictions on that use are embodied in the Declaration of Condominium and the Rules (if any) adopted thereunder.

Meaning and intending to describe and convey those premises conveyed by Warranty Deed of David Bondareff to Richard W. Herrick dated June 21, 2001 and recorded at the Carroll County Registry of Deeds at Book 1934, Page 186. Richard W. Herrick died December 7, 2020. Keith Herrick and Bryan Herrick acquired their interest in the property through Probate Number 312-2021-ET-00048.3rd Circuit -Probate Division – Ossipee.

The above described is not homestead property of the grantors, nor that of Keith Herrick's spouse.

EXECUTED, this 8th day of February, 2023.

[Signature]
Keith Herrick

STATE OF MA COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 8 day of February, 2023 by Keith Herrick known to me or satisfactorily proven by photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.



[Signature]
Notary Public/Justice of the Peace

Printed Name: Leo Fantini

My Commission Expires: 1/9/26

EXECUTED, this 8 day of February, 2023.

[Signature]
Bryan Herrick

STATE OF MA COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 8 day of February, 2023 by Bryan Herrick known to me or satisfactorily proven by photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.



[Signature]
Notary Public/Justice of the Peace

Printed Name: Leo Fantini

My Commission Expires: 1/9/26