Doc # 0003659 Apr 25, 2016 10:15 AM

Register of Deeds, Carroll County

Lisa Scott

C/H
L-CHIP
CAA076473

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

****2 THOUSAND 0 HUNDRED AND 63 DOLLARS

MO.	DAY	YR.		AMOUNT
04/25/2016			908382	$ ****2063.00

VOID IF ALTERED

The space above this line is reserved for recording information

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **LOUISE D. KISSELL, TRUSTEE of LOUISE D. KISSELL LIVING TRUST**, a Massachusetts revocable trust established pursuant to a revocable trust agreement dated June 28, 2000, with a mailing address of 91 Great Neck Road, Wareham, County of Plymouth, State of Massachusetts, 02751, for consideration paid, grant to **RICHARD L. POUNDER** and **JEANNE W. POUNDER**, of 23 Westwood Circle, Dover, County of Strafford, State of New Hampshire, 03820, as joint tenants with rights of survivorship, and not as tenants in common, with WARRANTY COVENANTS, the following:

UNIT 76 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 Fourth Amendment dated January 15, 1993 and recorded at Book 1515, Page 944, (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, New Hampshire" by Thaddeus Throne-Surveys, Inc. recorded January 22, 1993 and floor plans for Northbrook Condominium recorded at Plan Book 144, Page 27 and Plan Book 143, Pages 70 & 71.

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.

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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 therein 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 herein. 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 Louise D. Kissell to the Grantor herein, dated May 23, 2013 and recorded at the Carroll County Registry of Deeds at Book 3082, Page 106.

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The above described is not homestead property of Louise D. Kissell individually, nor that of the Louise D. Kissell Living Trust.

The undersigned Trustee of Louise D. Kissell Living Trust created by Louise D. Kissell as grantor under a Trust Indenture dated June 28, 2000 hereby states pursuant to RSA 564-A:7, that said trustee have full and absolute power in said Trust Agreement to purchase, mortgage and/or convey any interest in real estate and improvements thereon held in said Trust, and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the Trustee(s) for a conveyance thereof. The Trustee's authority to convey said real estate held in said Trust is still in effect and has not been revoked or amended.

EXECUTED, this 22ND day of April, 2016.

Louise D. Kissell Living Trust

Louise D Kissell TEE
Louise D. Kissell, Trustee

STATE OF New Hampshire COUNTY OF Carroll

The foregoing instrument was acknowledged before me this 22ND day of April, 2016 by Louise D. Kissell, Trustee of the Louise D. Kissell Living Trust known to me or satisfactorily proven by photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Heidi M. Gwynn
Notary Public/~~Justice of the Peace~~
My Commission Expires: 01/27/21

HEIDI M. GWYNN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
- MY -
COMMISSION EXPIRES
JANUARY 27
2021

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