

BK: CRP F-41
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RECORDED:
09/13/2021
12:58:52 PM
REGISTER
BY: TODD RABY

2021008626
MACON COUNTY, NC
TODD RABY
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$680.00

WARRANTY DEED

THIS INSTRUMENT PREPARED BY

RUSSELL R. BOWLING, a licensed
North Carolina Attorney. Delinquent
taxes, if any, to be paid by the closing
attorney to the county tax collector
upon disbursement of closing proceeds.
Please return recorded document to:

April L. Sgro
35 East Palmer Street
Franklin, NC 28734

Rev. \$680.00

Parcel ID #: 7514434605



MR
MACON COUNTY
09-13-2021 12:39:26 LS
TAX COLLECTOR'S OFFICE

This property includes the primary residence of the party of the first part.

STATE OF NORTH CAROLINA
COUNTY OF MACON

THIS DEED, Made this the 7th day of September, 2021, by **DEBORAH PERRY HAMILL, unmarried**, party of the first part, to **JEFFREY TOBIN and CHRISTINE L. LANTIS, as joint tenants with right of survivorship**, of 276 Perks Road, Franklin, NC 28734, parties of the second part; whether one or more; the neuter gender shall be deemed to include the masculine and feminine and the singular number the plural, and vice versa:

Submitted electronically by "Law Offices of April L. Sgro, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Macon County Register of Deeds.

WITNESSETH:

That the said party of the first part in consideration of Ten Dollars and other valuable considerations, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey unto said party of the second part, his heirs, successors and assigns, a certain tract or parcel of land in Ellijay Township, Macon County, State of North Carolina, being more particularly described as follows:

SEE ATTACHED "EXHIBIT A"

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging, or in anywise thereunto appertaining, unto the said party of the second part, his heirs, successors and assigns, to his only use and behoof, in fee simple forever, subject to those exceptions, reservations, and limitations following the description hereinabove set forth.

And the said party of the first part covenants with said party of the second part, his heirs, successors and assigns, that she is seized of said premises in fee, and has the right to convey the same in fee simple; that the same is free and clear from all liens and encumbrances, and that she will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, subject to those exceptions, reservations, and limitations following the description hereinabove set forth.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year above written.

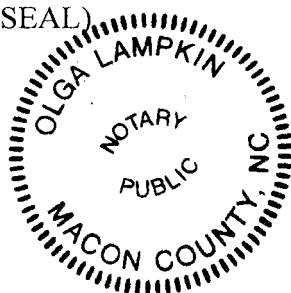
 (SEAL)
DEBORAH PERRY HAMILL

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

I, Olga Lampkin, a Notary Public of the aforesaid County and State, hereby certify that **DEBORAH PERRY HAMILL, unmarried**, appeared before me this day, and acknowledged the due execution of the foregoing Warranty Deed.

WITNESS, my hand and Notarial Seal, or stamp, this 7th day of September, 2021.

(NOTARIAL SEAL)



Olga Lampkin
Notary Public
My Commission Expires: NOV. 9, 2025

EXHIBIT A

BEING all the lands, easements, privileges, and appurtenances described in and conveyed by the deed from Charles J. Brown, Linda Winn, Joseph Plant, and Jamie Starbuck, Members of Winnstar Development, LLC, a North Carolina limited liability company, to Deborah Perry Hamill, unmarried, dated August 27, 2014, recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book J-36, Pages 727-730, and being more particularly described as follows:

BEGINNING at an existing iron pipe being the southernmost corner of subject property and being the westernmost corner of the lands owned now or formerly by Pierce (X-17/364); thence from said point of BEGINNING, North 51 ° 00' 00" West passing an iron pipe set at 118.00 feet and continuing an additional 27.73 feet, total distance 145.73 feet to an iron pipe set; thence North 38° 30' 00" East passing an iron pipe set at 158.53 feet and continuing an additional 17.11 feet, total distance 175.64 feet to a point at the centerline of an existing 30' road right of way; thence with or near the centerline thereof, the following five courses and distances:

1. South 57° 03' East 53.84 feet to a point;
2. South 45° 23' East 64.22 feet to a point;
3. South 65° 56' East 27.00 feet to a point;
4. North 85° 00' East 55.30 feet to a point;
5. South 73° 53' 28" East 41.14 feet to a point;

thence leaving said road right of way, South 56° 22' 24" West passing an existing iron pipe at 22.26 feet, and continuing an additional 225.44 feet, total distance 247.70 feet to the point and place of BEGINNING, being designated as Lot 5, containing 0.77 of an acre, more or less.

TOGETHER WITH and SUBJECT TO the right to use in common with all others who now have or may hereafter acquire the right to use the same, an easement for ingress, regress and egress over and across that certain existing roadway located near the westernmost corner of subject property and crossing property being described in Deed Book O-32, Page 2133-2136, (Lot 3) Macon County Land Registry, to the intersection with Perks Road.

Together with and subject to those easements, rights of way and restrictions as recorded in Deed Book O-32, Pages 2137-2140, Macon County Land Registry, being more particularly described as follows:

TOGETHER WITH and SUBJECT TO the right to use in common with all others who now have or may hereafter acquire the right to use the same, an easement for an access road 30 feet in width, the centerline of which forms a portion of the northeast boundary of the lands hereby conveyed and the continuation thereof along and with the center line of the existing access road in a southeasterly and thence a northeasterly direction to the point of the intersection with State Road No. 1526 (Higdon Road). This conveyance is made subject to those portions of said roadway falling within the boundaries of the lands hereby conveyed.

This conveyance is made subject to the following restrictions:

1. Said lot shall be used for residential purposes only, and no house trailer, mobile home, travel trailer, and/or other temporary type of residence shall be placed or located upon said land. (Provided however, owners of lots may park travel trailers upon the lot for storage.)

2. No buildings other than residential dwellings and such buildings as are appurtenant thereto shall be erected or allowed to remain on said lot, and any residence constructed upon said lot shall be completed within twelve months after construction thereof is begun. Provided, however, any owner of a tract of land consisting of at least 3 acres or more, may construct a barn for horses or cattle. No part of any tract or tracts may be used for swine or any building for the purpose of such.

3. No sheet metal roofing shall be used in the construction of any building upon the lot, except for a barn, and the outside wall shall be of either masonry, asbestos, or similar siding, or weatherboarding or like material of equal or better and of the outside walls are of wood, the same material shall be painted within twelve months from the time construction of said building has begun.

4. No outside toilets shall be built on said lot and all sanitary installations shall be in compliance with the rules and regulations of the Health Department of the State of North Carolina.

5. No residence or other building shall be built closer than 10 (ten) feet to any property line or road right of way.

6. No part of said lot shall be used as or for any junk yard or for any unsightly or obnoxious purposes.

7. Owners of said lots are required to install their own drain tile under driveways. Said drain tile shall be a minimum of 12" in diameter. Lot owners are also responsible for the maintenance of their own driveways.

8. Each residence shall contain at least 800 square feet of heated floor space.

TOGETHER WITH and SUBJECT TO the right to use in common with all others who now have or may hereafter acquire the right to use the same, the right to take an undivided portion of the flow of water from a well located upon Lot 1, lying southeast of the above described lands, together with the right to maintain at the site of the well, a pump, tank and other necessary equipment necessary and appropriate for the use of the well; together with the right to install and maintain a water line running from the well to the above described land across the said Lot 1 and also across the easement reserved across Lot 2; together with the right to go upon the lands in the immediate vicinity of the well for the purpose of inspecting, maintaining, replacing and repairing said well, pump, tank and water line. Parties of the second part, by their acceptance hereof, agree to pay their fair and proportionate share of the costs of maintenance and upkeep of the well and equipment.

This conveyance is made subject to easements for existing roadways and utility lines and facilities, to restrictions of record and to applicable land use laws and ordinances.