

BK: CRP P-39
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12-13-2019
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BY: TODD RABY
REGISTER



2019008682
MACON COUNTY, NC
TODD RABY
REGISTER OF DEEDS

NC FEE \$26.00
NO TAXABLE
CONSIDERATION

DOCUMENT COVER SHEET

Document Title(s) (or transactions contained therein):

NORTH CAROLINA GENERAL WARRANTY DEED DEED OF GIFT

Grantor/Trustor/Mortgagor(s)

Christina P. Shamsey, a married woman, joined by her husband, Robert J. Shamsey

Grantee/Trustee/Mortgagee(s)

John K. Shamsey, a married man, of 7536 Weeping Willow Drive, Sarasota, Florida 34241 and Rebekah S. Nouri, a married woman, of 4574 Robin Hood Trail, Sarasota, Florida 34232

Document Prepared by:

Christina P. Shamsey, 355 South Shore Drive, Sarasota, Florida 34234

Return Original Document to:

Christina P. Shamsey, 355 South Shore Drive, Sarasota, Florida 34234

**NORTH CAROLINA GENERAL WARRANTY DEED
DEED OF GIFT**

Excise Tax: -0- Gift

Parcel ID#: 6590076074

MAPPING
Mc

MACON COUNTY
12/13/19
LAJ
TAX COLLECTOR'S OFFICE

This instrument prepared by Christina P. Shamsey, 355 South Shore Drive, Sarasota, FL 34234

Brief description for the index _____

NO TITLE EXAMINATION

THIS DEED made this 16 day of August, in the year 2019, by and between **Christina P. Shamsey**, a married woman, joined by her husband, **Robert J. Shamsey**, of 355 South Shore Drive, Sarasota, Florida 34234, party of the first part, and **John K. Shamsey**, a married man, of 7536 Weeping Willow Drive, Sarasota, Florida 34241 and **Rebekah S. Nouri**, a married woman, of 4574 Robin Hood Trail, Sarasota, Florida 34232, as tenants in common, each with a 50% interest, 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;

Transfer of Ownership: The party of the first part, as a gift, conveys to the parties of the second part in fee simple the Property described below:

Property: Smithbridge Township, Macon County, North Carolina (306 Purdy Lane, Franklin, NC)

The legal description of the Property is as follows:

BEING the same lands as described in and conveyed by a deed dated August 2, 1971, from Thomas I. Styles and wife, Hazel E. Styles, to Milton McGrath and wife, Edith J. McGrath, and recorded in the office of Register of Deeds for Macon County, North Carolina, in Deed Book W-8 at page 102, and described therein in full as follows:

'BEGINNING at an iron pipe, Southeast corner of the lands described in the deed from H. E. Purdy and wife to Hazel E. Styles, dated March 9, 1970, recorded in Deed Book K-8 at page 141, Records of Macon County, North Carolina, runs thence with the South line of said tract South 77 degrees 30 minutes West, passing an iron pipe at 166.8 feet, whole distance 480.05 feet to an iron pipe; thence North 29 degrees 28 minutes East 176.45 feet to an iron pipe, the Southernmost corner of the Searcy tract; thence with 2 lines of the same North 64 degrees 53 minutes East 127.25 feet to an iron pipe, and North 36 degrees 35

After recording mail to Christina P. Shamsey, 355 South Shore Drive, Sarasota, FL 34234

minutes West 218.7 feet to an iron pipe; thence North 73 degrees 30 minutes East 28.7 feet to a 12 inch white oak; thence North 75 degrees East 233 feet to an angle iron; thence South 22 degrees 00 minutes East 377 feet to the point of the BEGINNING, and being the Easternmost portion of the lands described in the deed from H. E. Purdy and wife to Hazel E. Styles above referred to.

'There is a dwelling situated upon the lands above described, and this deed also conveys all furnishings, fixtures and contents located herein as agreed upon between the parties.

'Parties of the first party further convey unto parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, their heirs and assigns, the existing paved driveway leading from the Southwest corner of the lands above described in a Westerly and Northerly direction to the West line of the lands described in the deed from H. E. Purdy and wife to Hazel E. Styles above referred to, together with the right to use the 20-foot wide roadway described in and conveyed by the deed from H. E. Purdy and wife to Hazel E. Styles above referred to.

'Parties of the first part further convey unto parties of the second part the spring and water pipe line rights as conveyed by said deed and described therein as follows:

"Parties of the first part further convey to parties of the second part, their heirs and assigns, the right and privilege to take one-half the water from a spring located on other land of parties of the first part near the Southeast corner of the land above described, and the right to lay and maintain a pipe line from said spring to the land above described."

'Parties of the first part further convey unto parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, their heirs and assigns, the water rights and water pipe line rights as described in the deed from Larry Edward Vinson and wife to Thomas I. Styles and wife, dated July 20, 1971, recorded in Deed Book W-8, Page 101.'

LESS AND EXCEPT FROM THIS CONVEYANCE are the lands as described in and conveyed by a deed dated December 10, 1975, from Milton McGrath, widower, to Albert H. Hartman and wife, Zelma Ruth Hartman, and recorded in the office of Register of Deeds for Macon County, North Carolina, in Deed Book U-10 at page 142, and described therein in full as follows:

"BEGINNING at a steel fence stake at the southern edge of a private access road and being the most northerly point of the tract of land described in a deed from Thomas I. Styles and wife, Hazel E. Styles, to Milton McGrath and wife, Edith J. McGrath (who died October 30, 1975), as recorded in Deed Book W-8, page 102, of the Macon County Public Registry, and running thence South 22 deg. 46 min. East 357.5 feet to an iron pipe in the middle of a 10-foot road and running thence with the center of said road six calls as follows: South 70 deg. 40 min. West 22.5 feet; North 70 deg. 02 min. West 23 feet; North 55 deg. 40 min. West 101 feet; North 70 deg. 30 min. West 25 feet; North 89 deg. 05 min. West 85 feet; South 86 deg. 05 min. West 85 feet; South 86 deg. 10 min. West 37 feet to an iron pipe in the center of the said 10-foot road; thence North 22 deg. 37 min. East 24 feet to a steel fence stake; thence with the northwestern boundary of the property conveyed by Styles to McGrath as aforesaid North 36 deg. 37 min. West 218.4 feet to a steel France stake; thence North 71 deg. 27 min. East 30 feet to a 20-inch white oak; thence North 75 deg. 37 min. East 233 feet to the point of BEGINNING, containing 1.48 acres, more or less, as per

survey and plat of Charlie W. McDowell dated June 1, 1975, and further BEING a portion of the property from Styles to McGrath referred to above.

"The party of the first part further conveys unto the parties of the second part, their heirs and assigns, the right to use in common with the party of the first part, his heirs and assigns, all of the road right-of-way described in the deed from Thomas I. Styles and wife, Hazel E. Styles, to the party of the first part as recorded in Deed Book W-8, page 102, of the Macon County Public Registry, along with all water rights described in said deed, including those conveyed by Larry Edward Vinson and wife, to Thomas I. Styles and wife on July 20, 1971, and recorded in Deed Book W-8, page 101, of the Macon County Public Registry."

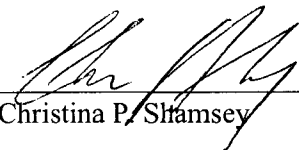
This Property was acquired by the party of the first part by a North Carolina General Warranty Deed dated October 2, 1985, and duly recorded October 2, 1985 in Book P-16, at Page 34, in the Office of the Register of Deed for Macon County, North Carolina.

This Property does not include the primary residence of the party of the first part.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging, or in anywise thereupon appertaining, unto the said parties of the second part, and their heirs, successors and assigns, to their 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 parties of the second part, their heirs, successors and assigns, that she is fully seized of said premises in fee, and have the right to convey the same in fee simple; that the same are 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 whatsoever, subject to those exceptions, reservations and limitations following the description hereinabove set forth.

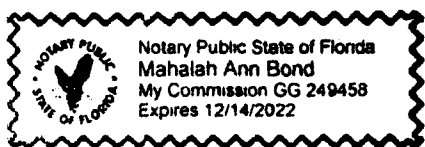
IN TESTIMONY WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year first above written.


Christina P. Shamsey

STATE OF FLORIDA
COUNTY OF SARASOTA

I, Mahalah Ann Bond, a Notary Public, do hereby certify that CHRISTINA P. SHAMSEY, personally appeared before me this day and acknowledged the due execution by her of the foregoing and attached instrument for the purposes therein expressed, and ☒ who is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and Notarial Seal, this 16 day of August 2019.



Mahalah Ann Bond
(Signature of Notary Public - State of Florida)
Mahalah Ann Bond
(Print, Type, or Stamp Commissioned Name of Notary Public)

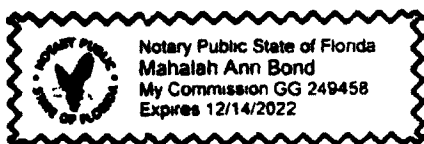
My commission expires: 12/14/2022

Robert J. Shamsey
Robert J. Shamsey

STATE OF FLORIDA
COUNTY OF SARASOTA

I, Mahalah Ann Bond, a Notary Public, do hereby certify that ROBERT J. SHAMSEY, personally appeared before me this day and acknowledged the due execution by him of the foregoing and attached instrument for the purposes therein expressed, and ☒ who is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and Notarial Seal, this 16 day of August 2019.



Mahalah Ann Bond
(Signature of Notary Public - State of Florida)
Mahalah Ann Bond
(Print, Type, or Stamp Commissioned Name of Notary Public)

My commission expires: 12/14/2022