

BK: CRP Q-37  
PG: 2181-2183  
RECORDED:  
11-23-2016  
03:26:37 PM  
BY: TODD RABY  
REGISTER

  
2016007653  
MACON COUNTY, NC  
TODD RABY  
REGISTER OF DEEDS

NC FEE \$26.00  
NO TAXABLE  
CONSIDERATION

SPECIAL WARRANTY DEED TO TRUSTEES OF LIVING TRUST

NOTICE: *Description Provided by Grantor;  
No Title Work Prepared*

No Excise Tax

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_

Verified by \_\_\_\_\_ County on the \_\_\_\_\_ Day of \_\_\_\_\_

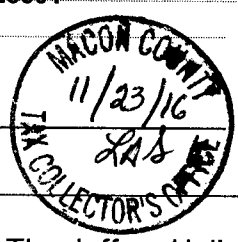
by \_\_\_\_\_

Mail after recording to: \_\_\_\_\_  
Steven Andrew Jackson, Attorney at Law  
One North Pack Square, Suite 306, Asheville, NC 28801


This instrument was prepared by: \_\_\_\_\_  
Steven Andrew Jackson, Attorney at Law

Brief description for the Index

Book Z-18, Pages 1581 - 1582



THIS DEED made this 15 day of November, 2016, by and between

<b>GRANTOR</b> Jeffner Hull Goodman, aka Jeffner Hull  315 Arapahoe Avenue, #304, Boulder, CO 80302	<b>GRANTEE</b> Jeffner Hull Goodman Trustee of The Jeffner Hull Goodman Living Trust dated November 2, 2016, and any amendments thereto 315 Arapahoe Avenue, #304, Boulder, CO 80302
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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 and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and conveyed and granted, and by these presents does bargain, and sell, and convey and grant unto the Trustees and their successors and assigns, all of the right, title, claim and interest of the said Grantor in and to certain tracts or parcels of land situated in the County of Macon, and State of North Carolina, and more particularly described as follows:

All of the property described in the deed from Raymond B. Oldham, et al, to Robert Stenza, Jeffner Hull, Rise G. Fine, John M. Messina, and James Sleeper, dated 1 March 1990, recorded in Book Z-18, Page 1576 – 1578, Macon County Land Registry, said property consisting of five (5) separate tracts of land.

*Parcel #s 753322 7223 & 75333 20750*

**TO HAVE AND TO HOLD** the aforesaid tract or parcel of land, and all appurtenances and all privileges thereto belonging, unto the Trustees and their successors and assigns, upon and with the following powers, and for the following uses and purposes, *to-wit*:

1. That in addition to the Trustee Powers set forth in the Jeffner Hull Goodman Living Trust, dated November 2, 2016, and Jeffner Hull Goodman, Trustee, and any amendments thereto, reference to which is hereby made and incorporated herein (hereinafter the "Trust Agreement" or "Trust"), the Trustees are vested with full power and authority over the above-described real estate. The trustees are specifically granted and given the power and authority to exercise any or all of the following powers without the requirement of applying to any probate or other court for an Order of Sale or any other prior or subsequent approval or accounting:
  - a. To protect and conserve said real estate and improvements located thereon, and to pay the taxes assessed and reasonable and necessary insurance premiums;
  - b. To sell said real estate, for cash or on credit, at public or private sale, to exchange said real estate for other property, to grant options to sell said property, and to determine the price and terms of sales, exchanges, and/or options;
  - c. To execute leases and subleases for terms as long as said Trustees, in the exercise of their sole and absolute discretion may decide to subdivide or improve said real estate, tear down or alter improvements, to grant easements, give consent and make contracts relating to said real estate or its use, and to release or dedicate any interest in said real estate;
  - d. To borrow money against and to give Deeds of Trust upon, grant security interests in, mortgage, pledge or otherwise encumber any or all said real estate to secure payments thereto; and
  - e. To manage, control and operate said real estate, to collect the rents, issue and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, and in general, to exercise any powers which may be exercise by Trustee(s) of inter vivos trusts pursuant to N.C.G.S. §32-27, reference to which statute is hereby expressly made and incorporated herein.
2. The Trustee's liability hereunder, under the Trust Agreement, or by operation of law, is limited to the trust assets and the Trustee shall not become individually or personally obligated in any matter related thereto.
3. The Trustees shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom strictly in accordance with the terms and conditions of the Trust Agreement.
4. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustees need see to the application of any proceeds of any sale, lease, mortgage or pledge, but the receipt of the Trustees shall be a complete discharge and acquittance therefor. Any and all persons, including, but not limited to, grantees, mortgagees, lessees, transferees and assigns dealing with said Trustees need not inquire into the identification or status of any beneficiary under the Trust or under this deed, or any collateral instrument, nor inquire into or ascertain the authority of such Trustees to act in or exercise the powers granted by this deed, or of adequacy or disposition of any consideration paid to the Trustees, nor inquire into the provisions of said unrecorded Trust Agreement, or any amendments thereto or collateral hereto.
5. By acceptance of this conveyance, The Trustees covenant and agree to do and perform the duties, acts and requirements set forth in the Trust Agreement.

6. If there shall be more than one Trustee acting as such under the Trust Agreement, each and every power hereinabove set forth may be exercised only by the Trustees acting together, unless a Trustee shall have resigned, died or is unable or refuses to act, in which case, upon affidavit duly made by the remaining Trustee(s), the remaining Trustee(s) may act until such time as a Successor Trustee is appointed.
7. Any Successor Trustee shall have all of the title, powers and discretion herein give to the initial Trustee, without any act of conveyance or transfer.
8. This Deed is prepared by Steven Andrew Jackson, Esq., a licensed North Carolina attorney. No closing was performed as this is a conveyance from the Grantor to the Grantor's Living Trust. Proof of payment of property taxes was submitted with this Deed when this deed was submitted for recording.
9. **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 that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the matters hereinafter stated, and title to the property hereinabove described is subject to encumbrances of record.

**IN WITNESS WHEREOF**, the Grantor has hereunto set their hand and seal, the day and year first above written.

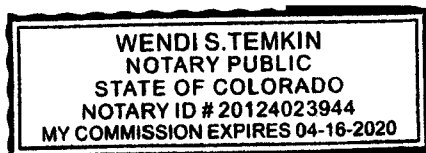
X Jeffner Hull Goodman (Seal)  
Jeffner Hull Goodman, aka Jeffner Hull

STATE OF COLORADO, Boulder COUNTY

SEAL-STAMP

USE  
BLACK  
INK ONLY

I, Wendi S. Temkin, a Notary Public of the County and State aforesaid, certify that Jeffner Hull Goodman, aka Jeffner Hull, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official stamp or seal, this 2<sup>nd</sup> day of November, 2016.

Notary Public: Wendi S. Temkin

My Commission Expires: 04-16-2020