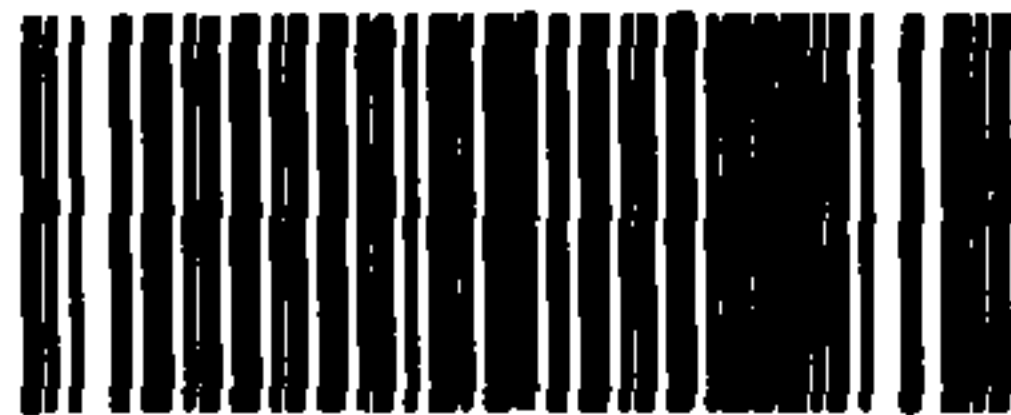


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This document presented and filed:
12/17/2018 02:54:05 PM

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ -0-

Parcel No. 9672-14-5899; REID No. 700653

Prepared by: The Brock Law Firm, PLLC, Annika M. Brock, a licensed NC attorney

Return to: Strauss Attorneys, PLLC, 77 Central Avenue, Suite F, Asheville, NC 28801

Brief description for the Index: 193 Duncan Creek Road, Fletcher, NC

THIS DEED made this 5 day of Dec, 2018, by and between

GRANTEE

Dorothy Ann Mundy Ryan and husband,
Patrick Sean Ryan,
as tenants by the entirety

193 Duncan Creek Road
Fletcher, NC 28732

GRANTEE

Patrick Sean Ryan, Trustee of the
Revocable Trust Agreement of Patrick Sean Ryan
dated November 3, 2010, as to a ½ undivided interest

and

Dorothy Ann Mundy Ryan, Trustee of the
Revocable Trust Agreement of Dorothy Ann Mundy Ryan
dated November 3, 2010, as to a ½ undivided interest,

193 Duncan Creek Road
Fletcher, NC 28732

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 Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in Henderson County, North Carolina and more particularly described as follows (the "Property"):

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

NO TITLE EXAMINATION WAS PERFORMED BY THE PREPARER OF THIS DEED.

SEE NC G.S. § 39-13.7. THIS CONVEYANCE IS INTENDED TO PRESERVE RIGHTS OF TENANCY BY THE ENTIRETIES.

This instrument prepared by Annika M. Brock a licensed NC attorney. Delinquent taxes, if any, to be paid by the attorney to the County Tax Collector upon disbursement of closing proceeds.

The Property was acquired by Grantor by instrument recorded in Book _____, Page _____, Henderson County Registry.

This Property does include the primary residence of Grantor.

TOGETHER WITH the following powers belonging unto the Trustee and the successors and assigns thereof, to wit:

1. That, in addition to the Trustee Powers set forth in the Trust herein described and any amendments thereto, references to which are hereby made and which are incorporated herein by reference, the Trustee is vested with full rights of ownership over the above described real estate and the Trustee is 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 thereon;

(b) To sell said real estate, for cash, or on credit, at public or private sale, to exchange said real estate for other property, and 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, to subdivide or improve said real estate and 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 and to mortgage, pledge or encumber any or all of said real estate to secure payment thereof;

(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 exercised by Trustees of inter vivos trusts pursuant to North Carolina General Statute Section 32-27, reference to which is hereby expressly made and which powers are incorporated herein.

2. The liability of the Trustee 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 Trustee shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom in accordance with the terms and conditions of the Trust herein described and any amendments thereto.

4. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the application of any proceeds of any sales, leases, mortgages or pledges, but the receipt of the Trustee shall constitute complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with the Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in and exercise the powers granted by this deed or of the adequacy of or disposition of any consideration paid to the Trustee, nor inquire into the provisions of said unrecorded Trust Agreement, any amendments thereto, or collateral thereto.

5. By acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements set forth in the Declaration of Trust.

6. If there shall be more than one (1) Trustee acting as Trustee under the above named Trust, 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 to act, in which case the remaining Trustee may act alone until such time as a Successor Trustee is appointed.

7. The Successor Trustee of said Trust shall have all the title, powers, and discretion herein given to the initial Trustee(s), without any act of conveyance or transfer.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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 free and clear of all encumbrances, and that Grantor will warrant and defend the title against lawful claims of all persons whomsoever except for the exceptions herein stated.

Title to the property hereinabove described is subject to the following exceptions: easements, restrictions and rights of way of record and ad valorem Henderson County taxes.

IN WITNESS WHEREOF, the Grantor has executed this instrument, the day and year first above written.

Dorothy Ann Mundy Ryan (SEAL)
Dorothy Ann Mundy Ryan

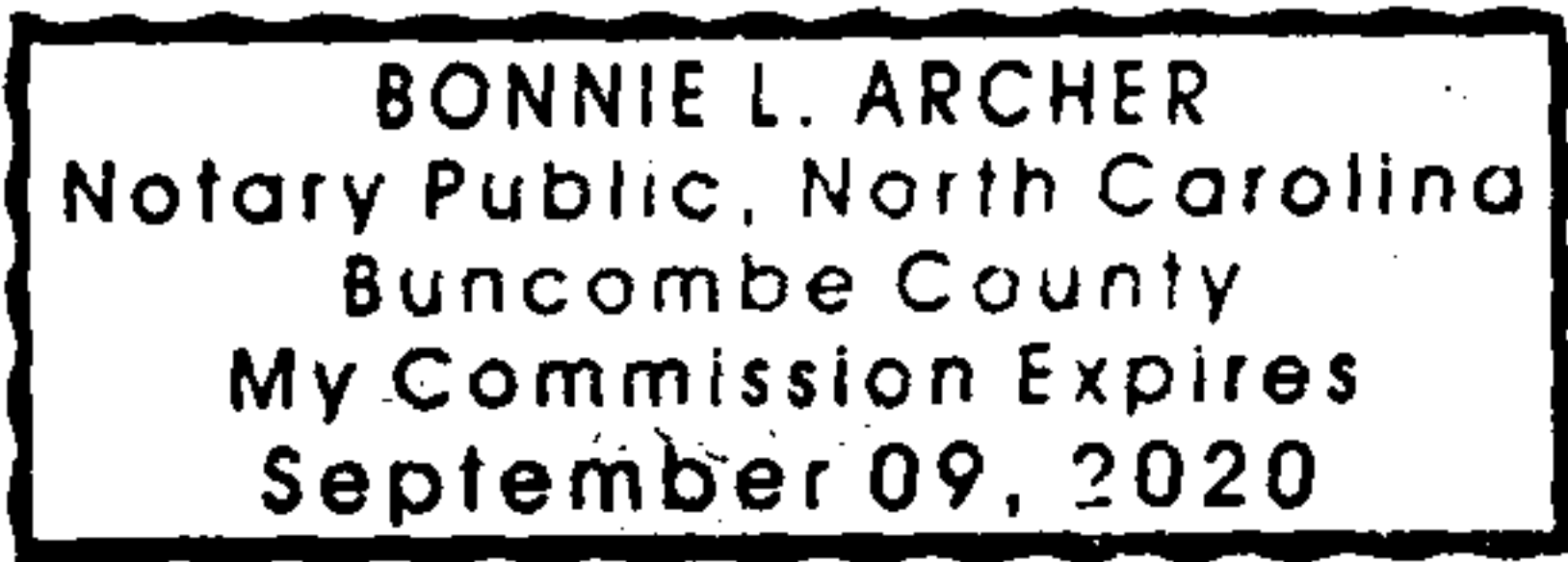
Patrick Sean Ryan (SEAL)
Patrick Sean Ryan

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, the undersigned notary public of the aforesaid jurisdiction, certify that Dorothy Ann Mundy Ryan personally appeared before me this day and, having produced adequate proof of identity, acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 5 day of Dec, 2018.

My Commission Expires: 9-9-2020

Bonnie L. Archer
(Notary Public)
Print Name: BONNIE L. ARCHER



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, the undersigned notary public of the aforesaid jurisdiction, certify that Patrick Sean Ryan personally appeared before me this day and, having produced adequate proof of identity, acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 5 day of Dec, 2018.

My Commission Expires: 9-9-2020

Bonnie L. Archer
(Notary Public)
Print Name: BONNIE L. ARCHER

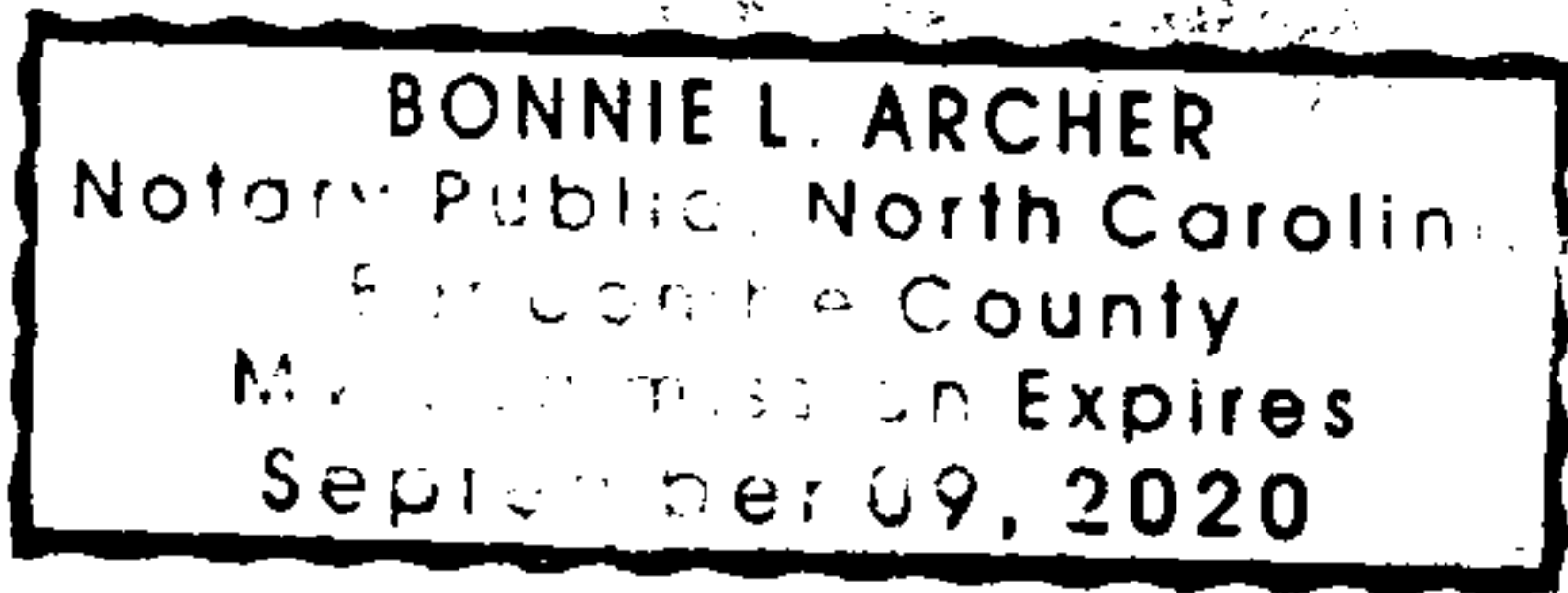


EXHIBIT A

Lying in Hoopers Creek Township, Henderson County, North Carolina, being the same identical real property described in the deed recorded in Henderson County Book 1173 at page 490 (the "Deed"), being the property known as 37 Ravenwood Drive, in Fletcher, North Carolina, in the First Codicil of Mary Louella Edwards a/k/a Louella E. Wagoner and Louella E. Tate, being the 33.607 Acres tract shown on the unrecorded plat entitled "Survey for: James Walker & Debbie Walker", dated February 25, 2004 (Map No. 9672-00-01), and prepared by Stephen T. Paul, and being more particularly described as follows: Beginning at a 1/2" iron pipe which is the northernmost corner of the Jeffrey L. Pannell property described in the deed recorded in Henderson County Book 1046 at page 446, said beginning point being the same identical beginning corner as set forth in the Deed; and running thence with the Pannell tract, South 13 deg. 13 min. 10 sec. East 963.42 feet to a 1/2" iron pipe; thence continuing with Pannell's line, South 12 deg. 16 min. 29 sec. East 236.4 feet to a 30" Black Oak at fence intersection (this call being inadvertently omitted in the Deed); thence South 84 East 128.87 feet to a large rock in a branch; thence South 44 deg. 39 min. 1 sec. West 25.79 feet to a point; thence South 16 deg. 9 min. 23 sec. West 75.36 feet to a point; thence South 5 deg. 35 min. 23 sec. East 85.56 feet to a point; thence South 15 deg. 21 min. 7 sec. East 24.01 feet to a point; thence South 1 deg. 22 min. 54 sec. East 33.68 feet to a point; thence South 71 deg. 18 min. 13 sec. West 14.35 feet to a point; thence South 6 deg. 31 min. 7 sec. West 46.06 feet to a point; thence South 5 deg. 38 min. 15 sec. East 18.96 feet to a point; thence South 7 deg. 51 min. 53 sec. East 48.45 feet to a point; thence South 3 deg. 56 min. 19 sec. West 36.28 feet to a point; thence South 18 deg. 33 min. 17 sec. West 87.24 feet to a point; thence South 69 deg. 14 min. 36 sec. West 42.9 feet to a point; thence South 43 deg. 32 min. 8 sec. West 54.05 feet to a point; thence South 58 deg. 46 min. 53 sec. West 59.56 feet to a point; thence South 26 deg. 23 min. 23 sec. West 59.17 feet to a point; thence South 30 deg. 53 min. 1 sec. West 52.61 feet to a point; thence South 3 deg. 54 min. 14 sec. East 43.08 feet to a point; thence South 12 deg. 33 min. 2 sec. West 81.87 feet to a point; thence South 9 deg. 41 min. 51 sec. West 73.69 feet to a point; thence South 30 deg. 20 min. 26 sec. West 65.49 feet to a point; thence South 20 deg. 37 min. 6 sec. West 109.82 feet to a point; thence South 22 deg. 9 min. 35 sec. West 90.58 feet to a point; thence South 22 deg. 18 min. 9 sec. West 108.81 feet to a point; thence South 6 deg. 41 min. 11 sec. West 49.75 feet to a point; thence South 27 deg. 8 min. 5 sec. West 76.23 feet to a point; thence South 1 deg. 22 min. 24 sec. West 48.08 feet to a point; thence South 22 deg. 32 min. 17 sec. West 27.67 feet to a point; thence South 57 deg. 45 min. 9 sec. West 42.09 feet to a point; thence South 23 deg. 49 min. 23 sec. East 65.33 feet to a point; thence South 14 deg. 6 min. 5 sec. East 41.44 feet to a point; thence South 9 deg. 58 min. 40 sec. West 24.74 feet to a point in the line of the Youngblood property described in the deed recorded in Henderson County Book 1067 at page 148; thence with said Youngblood's line, North 87 deg. 30 min. 6 sec. West 100.65 feet to a 14" Hickory at fence intersection, a corner of the Livingston tract described in the deed recorded in Henderson County Book 413 at page 179; thence with the said Livingston line and the Livingston line described in the deed recorded in Henderson County Book 256 at page 272, North 12 deg. 30 min. 2 sec. West 1,312.01 feet to a large rock, a corner of the tract described in the deed recorded in Henderson County Book 1072 at page 638; thence with the line of said tract, North 16 deg. 19 min. 28 sec. West 100.06 feet to a point in the line of the tract described in the deed recorded in Henderson County Book 635 at page 230; thence with the line of said lastmentioned tract, North 10 deg. 46 min. 9 sec. West 164.38 feet to a 1/2" iron pipe, a corner of the Wright tract described in the deed recorded in Henderson County Book 929 at page 213; thence with the lines of said Wright tract, North 18 deg. 37 min. 9 sec. East 222 feet to a rebar, North 8 deg. 59 min. 49 sec. West 170 feet to a point and North 16 deg. 35 min. 51 sec. East 70 feet to a point, a corner of the Waldrup tract described in the deeds recorded in Henderson County Book 702 at pages 95 and 197; thence with the lines of said lastmentioned tracts, North 16 deg. 35 min. 51 sec. East 30 feet to a point, North 2 deg. 35 min. 1 sec. West 80 feet to a point and North 5 deg. 51 min. 42 sec. West 341 feet to a point at the southernmost corner of the Estes tracts described in the deeds recorded in Henderson County Book 551 at page 889 and Book 701 at page 847; thence with the lines of said lastmentioned deeds, North 5 deg. 51 min. 42 sec. West 18.78 feet to a point, North 1 deg. 4 min. 15 sec. East 110 feet to a point and North 3 deg. 45 min. 9 sec. East 46.24 feet to a point, a corner of the Estes' tract described in the deed recorded in Henderson County Book 551 at page 891; thence North 78 deg. 39 min. 7 sec. East 8.78 feet to a 1/2" iron pipe, the southwest corner of the Cox tract described in the deed recorded in Henderson County Book 1020 at page 640 feet; thence with the said Cox southern line, North

78 deg. 39 min. 7 sec. East 125.06 feet to an iron rod, the westernmost corner of the McQuilling tract described in the deed recorded in Henderson County Book 890 at page 298 and also shown on the plat recorded in Henderson County Plat Slide 2087; thence with the southern line of the McQuilling property, North 78 deg. 5 min. 59 sec. East 337.76 feet to the beginning. Also included herein are non-exclusive easements and rights of way, for ingress, egress and regress purposes over Duncan Creek Road, Ravenwood Drive and the Private Driveway shown on the Stephen T. Paul plat abovementioned and the plat at Henderson County Plat Slide 2087, which Private Driveway is also called Ravenwood Drive to and from Livingston Road.

And being all that property described in that deed recorded in Book _____, Page _____, Henderson County Registry.