Salen Acalemy Winston - Salem, N. C. 27108/

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

DEED

THIS DEED, made this 4th day of December, 1981, by MAX C. BINGHAM and wife, RUTH P. BINGHAM, of Forsyth County, North Carolina, (hereinafter called "Seller"), and FRANCES G. BEATTIE (SINGLE) of Forsyth County, North Carolina, (hereinafter called "Purchaser");

WITNESSETH:

That the said Seller, in consideration of One Hundred and No/100 Dollars (\$100.00 o.v.c.) and other valuable considerations to them paid by the Purchaser, receipt of which is hereby acknowledged, have bargained and sold, and by these presents do hereby bargain, sell and convey unto the Purchaser and her heirs and assigns, a unit ownership in real property (under and pursuant to North Carolina General Statutes, Chapter 47A, entitled "Unit Ownership Act," and any amendments thereto) located in Forsyth County, North Carolina, and being more particularly described as follows:

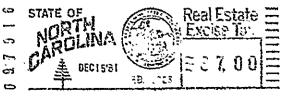
Being known and designated as Unit No. 103 as shown on a plat or plats entitled "SOUTH WIND VILLAS" Section One, recorded in Unit Ownership Book No. 1, pages 99 through 101 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description; and

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDOMINIUM" issued by Kennedy Associates, and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina in Book 1343, Page 952 et seq., and pursuant thereto membership in South Wind Villas Homeowners Association, a North Carolina Non-Profit Corporation, recorded in Book 1343, Page 989, Forsyth County Registry.

Together with all rights of Seller in and to the Limited Common Areas and Facilities appurtenant to said unit; and

Subject to the said Declaration of Condominium and the By-Laws annexed thereto and the Amendment thereto, which with all attachments thereto are incorporated herein as if set forth in their entirety, and by way of illustration and not by way of limitation, provide for: (1) 6.25 as the percentage of undivided fee simple interest appertaining to the above unit in the Common Areas and Facilities, which percentage may be reduced as provided therein; (2) Use and restriction of use of unit for residential and lodging accommodation purposes and other uses reasonably incidental thereto; (3) Property rights of Purchaser as a unit owner, and any guests or invitees of the Purchaser, in and to the Common Area; (4) Obligations and responsibilities of the Purchaser for regular monthly assessments and special assessments and the effect of non-payment thereof as set forth in said Declaration and the By-Laws annexed thereto; (5) Limitations upon use of Common Areas; (6) Obligations of Purchaser and the Association, mentioned in said By-Laws for maintenance; and (7) Restrictions upon use of the unit ownership in real property conveyed hereby.

BAILEY AND THOMAS ATTORNEYS



TO HAVE AND TO HOLD the aforesaid unit ownership in real property, and all privileges and appurtenances thereunto belonging, together with the aforesaid rights of easements and use in and to the Common Areas and subject to the said Declaration of Condominium and the By-Laws annexed thereto, to the said Purchaser and her heirs and assigns and behooves

And the said Seller does hereby covenant that they are seized of said premises in fee, and have the right to convey same in fee simple, that the same are free from all encumbrances, and that they will warrant and defend the said title to the same against the claims of all persons whatsoever, subject however, to said Declaration of Condominium, the By-Laws annexed thereto, and the conditions, provisions and restrictions set forth therein; and further subject to, and by acceptance of the deed, Purchaser assumes any responsibilities concerning easements, restrictions and rights of way of record.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, the day and year first above written.

al C Binghan (SEAL)

Ruth P BughanysEAL

Purchaser hereby joins in the execution of this deed for the purposes of (i) accepting the conveyance of the aforesaid unit ownership in real property in accordance with the terms and provisions set forth herein and (ii) acknowledging that she has read the Declaration of Condominium and By-Laws annexed thereto and the Amendment to Declaration of Condominium and is fully aware of the provisions thereof, including, without limiting, Seller's option to expand the Condominium by means of an Amendment to Declaration of Condominium not requiring the consent of any unit owners, and agreeing that any such expansion shall reduce the Purchaser's (whether one or more) percentage of undivided interest in the Common Areas and Facilities.

IN WITNESS WHEREOF, said Purchaser has hereunto set her hand and seal the day and year first above written.

Frances of Beattle (SINGLE)

NORTH CAROLINA
NORTH CAROLINA) FORSYTH COUNTY)
I, John O. Yarbrouch, a Notary Public for said County and State, do hereby certify that MAX C. BINGHAM and wife, RUTH P. BINGHAM each personally appeared before me this day and acknowledged the due execution of the foregoing Deed.
of Notary Public My Commission Expires: My Commission Emires 10.5.66
W county
10-5-86
NORTH CAROLINA) FORSYTH COUNTY)
I,, a Notary Public of said County and State, do hereby certify that FRANCES G. BEATTIE (SINGLE) personally appeared before me this day and executed the foregoing Deed.
Witness my hand and notarial seal, this the day of, 19
•
Notary Public
My Commission Expires:

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NORTH CAROLINA - Forsyth County
The foregoing (or annexed) certificate of lown D. Yarbrangh N.P. Sorath Co. N.C. is (are) certified to be correct. This the day
of <u>Levelle</u> , 19 <u>81.</u>
Probate and filing fees: ( 1 )
\$ 800 Cylfal Whara

Drafted by: George S. Thomas

PRESENTED FOR REGISTRATION AND RECORDED

DEC 15 2 06 PM '81

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