

BR 2154 P2548

FORSYTH CO, NC 95 FEE: \$ 16.00
PRESENTED & RECORDED: 10/31/1996 1:00PM
JOHN HOLLENAN REGISTER OF DEEDS BY: WOHLECA
NO TAXABLE CONSIDERATION

Alwch Eford

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the ... day of ... , 19 ...
by

Mail after recording to Blanco Tackabery Box

This instrument was prepared by Ronald A. Matamoros, Esq.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31 day of October , 19 96 , by and between

GRANTOR

GRANTEE

J&J PROPERTIES, a North Carolina
General Partnership

J&Y, LLC, a North Carolina limited
liability company

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , Township,

Forsyth County, North Carolina and more particularly described as follows:

-- See Exhibit A attached hereto and made a part hereof --

~~DN 249~~ P2549

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1352, Page 142;
Book 1681, Page 1735; Book 1631, Page 373; and Book 1334, Page 313.

A map showing the above described property is recorded in Plat Book page.....

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 the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- a. Taxes for the year 1996 and subsequent years;
- b. All easements and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)
By: -----
----- President
ATTEST:

----- Secretary (Corporate Seal)

USE BLACK INK ONLY

J&J PROPERTIES, a North Carolina ----- (SEAL)
General Partnership
By: *James D. Joseph, Jr.* ----- (SEAL)
James D. Joseph, Jr., Partner
By: *Ali Jarrahi* ----- (SEAL)
Ali Jarrahi, Partner
----- (SEAL)

SEAL-STAMP

NORTH CAROLINA, ----- County.

Use Black Ink I, a Notary Public of the County and State aforesaid, certify that -----
----- Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this ----- day of -----, 19-----

My commission expires: ----- Notary Public

SEAL-STAMP

NORTH CAROLINA, ----- County.

Use Black Ink I, a Notary Public of the County and State aforesaid, certify that -----
personally came before me this day and acknowledged that ----- he is ----- Secretary of
----- a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its -----
President, sealed with its corporate seal and attested by ----- as its ----- Secretary.
Witness my hand and official stamp or seal, this ----- day of -----, 19-----

My commission expires: ----- Notary Public

The foregoing Certificate(s) of -----

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR ----- COUNTY

By ----- Deputy/Assistant - Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

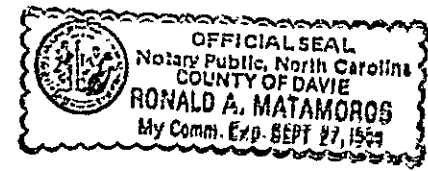
I, a Notary Public ^{Dave} of the County and State aforesaid, certify that JAMES D. YOPP, JR., acting as a General Partner of J&J PROPERTIES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said partnership.

WITNESS my hand and notarial seal or stamps, this the 31 day of October, 1996.

[Signature]
Notary Public

My commission expires:

(Notarial Seal/Stamp)



STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

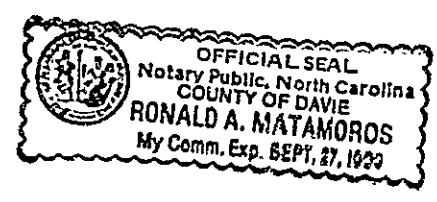
I, a Notary Public ^{Dave} of the County and State aforesaid, certify that ALI JARRAHI, acting as a General Partner of J&J PROPERTIES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said partnership.

WITNESS my hand and notarial seal or stamps, this the 31 day of October, 1996.

[Signature]
Notary Public

My commission expires:

(Notarial Seal/Stamp)



P:\BETH\YOPP\J&J.ACK

STATE OF NORTH CAROLINA-Forsyth County

The foregoing (or annexed) certificate _____ of Ronald A. Matamoros, NP
(there give name and official title of the officer signing the certificate _____ passed upon)

Is (are) certified to be correct. This the 31st day of October 19 96.

John Holleman, Register of Deeds
By Vicki A. Hood Deputy Assistant

Probate and Filing Fee \$ _____ paid

EXHIBIT A

Tract I (Old Salisbury Court):

BEGINNING at an existing iron pipe within the right-of-way of Old Salisbury Road, said iron pipe being located South 88° 21' 13" West 3.50 feet from a point in the northwest corner of property now or formerly owned by Marie Kimel (Tax Lot 113-B) and in the eastern right-of-way line of Old Salisbury Road; running thence from said beginning point North 00° 40' 34" East 138.39 feet to a point in the southerly right-of-way line of Old Salisbury Court; running thence along the right-of-way of Old Salisbury Court (a) South 88° 56' 16" East 99.58 feet; (b) along a curve to the right having a chord bearing of South 57° 50' 49" East a chord distance of 25.82 feet; (c) along a curve to the left having a chord bearing of North 77° 09' 10" East a chord distance of 97.07 feet; (d) North 01° 03' 44" East 50.00 feet to a point; running thence along the southern line of South Bend Townhomes South 88° 56' 16" East 818.99 feet to an old existing iron pipe; running thence South 03° 13' 16" West 107.28 feet to an old existing iron pipe; thence South 81° 38' 44" East 119.44 feet to a 12-inch concrete monument found in a branch; thence South 01° 53' 21" East 60.56 feet to a point; thence North 82° 33' 44" West 56.36 feet to a point; thence North 74° 10' 13" West 65.96 feet to a point; thence South 88° 21' 12" West 411.94 feet to a point; thence South 88° 20' 56" West 404.39 feet to an iron pin in the right-of-way line of Old Salisbury Road, the point and place of Beginning, in accordance with a survey by Kenneth C. Foster, R.L.S., dated October 9, 1996.

Tract II (Angelwood Terrace):

BEGINNING at an iron stake located in the eastern right-of-way line of Hutton Street, said iron stake being located in the southwestern corner of the property now or formerly owned by Claus W. Hinrichsen as recorded in Deed Book 1348, Page 695, Forsyth County Registry of Deeds; running thence from said beginning point South 75° 33' 46" East 120.32 feet to an iron stake; thence South 10° 56' 12" West 18.64 feet to an iron stake; thence South 78° 51' 17" East 43.92 feet to an iron stake; thence South 78° 51' 17" East 19.49 feet to a point; thence South 62° 50' 31" West 314.59 feet to an iron stake in the eastern right-of-way line of Hutton Street; thence along the eastern right-of-way line of Hutton Street along a curve to the left North 27° 09' 10" East a chord distance of 229.43 feet to an iron stake, the point and place of Beginning, in accordance with a survey by Kenneth C. Foster, R.L.S., L-2552, dated October 15, 1996, and being shown on the Forsyth County Tax Maps as Tax Lots 13C and 13K, Block 2417.

Tract III (Heather South)

BEING KNOWN AND DESIGNATED as Unit Numbers 601, 602, 603, 604, 605, 606, 607, 701, 702, 704, 706, 707, 709, 710, 711 and 712 as shown on a plat or plats entitled HEATHER SOUTH, PHASE ONE, recorded in Condominium and Unit Ownership Book 2, page 29 through 31 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 an undivided 1.3889% fee simple interest per unit in and to the common area shown on the referenced plat which is subject to reduction as hereinafter stated.

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "Declaration of Condominium" issued by JARVIS ENTERPRISES, INC., et. al. recorded in the Office of the Register of Deeds of Forsyth County in Book 1418, page 1930 et seq., and pursuant thereto membership in HEATHER SOUTH OWNER'S ASSOCIATION, INC., a North Carolina Non-Profit Corporation, recorded with the Declaration of Condominium as Exhibit "D".

Together with all rights of Seller in and to the limited common area and facilities if any, appurtenant to said units; and

Together with a non-exclusive easement for ingress, egress and regress over Swain Ridge Circle and Swain Ridge Lane, 25 foot wide roadways shown on the Condominium Plats for Phase One above referred to; and

Subject to the said Declaration of Condominium, and the Exhibits annexed thereto, which are incorporated herein as if set forth in their entirety, and by way of illustration and not by way of limitation, provide for: (1) 1.3889% as the percentage of undivided fee simple interest appertaining to each of the above units in the common areas and facilities, which percentage may be reduced as provided therein; (2) Use and restriction of use of units for residential and lodging accommodation purposes, and other uses reasonable 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) Obligation 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 of By-Laws annexed thereto; (5) Limitation upon use of Common Areas; (6) Obligations of Purchaser and the Association for maintenance; (7) Restrictions upon use of the unit ownership in real property conveyed hereby; and (8) Retention of easements in Swain Ridge Circle and Swain Ridge Lane for access to adjoining property of Developer as set forth in the declaration aforesaid.

RECORDERS MEMO
Record of Poor Quality
Due to Condition of
Original