

YTH CO, NC 133 FEE: \$ 12.00  
 PRESENTED & RECORDED: 05/13/1999 1:03PM  
 DICKIE C. WOOD REGISTER OF DEEDS BY: THOMAS  
 NO TAXABLE CONSIDERATION  
 BK 2067 P2139 - P2141

# Warranty Deed to Trustee

The Grantor(s)

PHILLIP L. GIPSON

of the County of Forsyth and the State of North Carolina for and in consideration of one Dollars, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants under provisions of Section

**Unto** Monopoly Enterprises, LLC as Trustee and not personally under the provisions of a trust agreement dated the 9 day of JANUARY Nineteen Hundred and ninety-eight, known as Trust Number 4877 the following described real estate in the County of Forsyth State of North Carolina to wit:

**See attached "Exhibit A"**

**Together** with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

**To have and to hold** the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

**Full** power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

**In No Case** shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

**The Interest** of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1998.

**In Witness Whereof**, the said grantor(s) has(have) hereunto set his(their) hands and seals this 29 day of January 1998, AD.  
Signed Sealed and Delivered in our Presence

X Phillip Gibson (Seal)

\_\_\_\_ (Seal)

State of North Carolina  
County of Randolph

**I Hereby Certify** that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared Phillip Gibson to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (he) (she) (they) executed the same.

Witness my hand and official seal in the county and State last aforesaid this 29 day of January 1998, A.D.



State of North Carolina

[Signature]  
Notary Public

My commission Expires August 9, 2003

# STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate(s) of

Kathy Y. Kinlaw

(here give name and official title of the officer signing the certificate(s) passed upon)

is (are) certified to be correct. This the 13 day of May 19 99.

Dickie C. Wood, Register of Deeds

By: P. Bales Deputy/Assistant

**EXHIBIT A**  
**PROPERTY DESCRIPTION**  
**FOR PHILLIP L. GIPSON AND WIFE, MARSHA POPLIN GIPSON**

(94-117.GIP) Being a 1.7926 acre, more or less, tract or parcel of real property lying in Vienna Township, Forsyth County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron stake lying at a common corner of the LaVanch Griffith Ayers' property as more particularly described in Deed Book 920 at page 452 (all references herein are to recordations in the Office of the Register of Deeds of Forsyth County, North Carolina), said existing iron stake further being a common corner with Robert E. Wishon, Sr., (see Deed Book 636 at page 188 and Deed Book 627 at page 162) and being located North 39°11'52" East 186.71 feet from an existing iron stake lying in the northern margin of the 60 foot-wide right-of-way of Robinhood Road (said existing iron stake lying in the northern margin of Robinhood Road is located North 66°01'10" West 879.84 feet from the North Carolina Geodetic station monument known as "Fleetwood" which has NAD 27 coordinates of North 864800.251 and East 1599761.731; the tie bearing is based on North Carolina grid; the distance is ground horizontal); thence South 39°11'52" West 186.71 feet to an existing iron stake lying in the northern margin of said road, Ayers' corner; thence North 68°10'38" West 175.75 feet to an existing iron stake lying in the northern margin of said road, Ayers' corner; thence North 24°42'34" East 279.21 feet to an existing iron stake lying in Ayers' western boundary line; thence North 22°39'18" East 32.69 feet to an existing iron stake lying at the southwest corner of the John Karpiel, et ux. property described in Deed Book 920 at page 452, Ayers' corner; thence South 68°43'35" East 352.76 feet to an existing iron stake, a common corner with said Karpiel, Ayers' corner; thence South 52°43'01" West 170.09 feet to an existing iron stake, Ayers' corner; thence North 57°23'43" West 49.31 feet to the point and place of BEGINNING; containing 1.7926 acres, more or less, according to a Plat Map entitled "Boundary Survey for Phillip L. Gipson" drawn from a survey by Kale Engineering, dated February 14, 1994.

The above-described property is a portion of Tax Lot 22, Block 4641, on the Forsyth County Tax Maps and is further a portion of the property described in Deed Book 920 at page 452 of the Forsyth County, North Carolina, Registry.