


2004061588 00232


 FORSYTH CO, NC FEE \$17.00
 STATE OF NC REAL ESTATE EXTX
\$90.00
 PRESENTED & RECORDED:
 08-31-2004 01:56 PM
 DICKIE C WOOD
 REGISTER OF DEEDS
 By: SHANNON BOSTIC-GRIFFITH DPTY
BK: RE 2501
PG: 423-424

ENVELOPE

SPECIAL WARRANTY DEED

Grantee's Address: Ronald J. Bailey

 Tax Mailing Address & Mail to: Ronald J. Bailey
 4420 Pebble Lake Dr.
 Pfafftown, NC 27040-9245

 Drawn by: Shapiro & Ingle, L.L.P., Harrison Rushton
 8520 Cliff Cameron Drive, Suite 300
 Charlotte, NC 28269

 Tax ID#: 1182 156

 Revenue Stamps: \$90.00

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIS INDENTURE Made this 25th day of August, 2004, Wachovia Bank of Delaware, NA f/k/a First Union National Bank of Delaware, hereinafter GRANTOR, and Ronald J. Bailey, hereafter GRANTEE. 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 Forsyth County, North Carolina and more particularly described as follows:

All that parcel of land in Township of Winston-Salem, Forsyth County, State of North Carolina, as more fully described in Deed Book 1682, Page 1397, ID #1182-156, Being known and designated as Block 1182, Lot 156, Metes and Bounds Property.

Property Address: 2924 Gilmer Avenue, Winston-Salem, NC 27105

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

And the Grantor covenants with the Grantee, the Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights of way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the property is located, pertaining to any portion(s) of the property, but only to the extent that same are still in effect;

(4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;

5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and

(6) Any conditions that would be revealed by a physical inspection and survey of the property

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

Wachovia Bank of Delaware, NA f/k/a First Union National Bank of Delaware ,

Wachovia Bank of Delaware, National Association

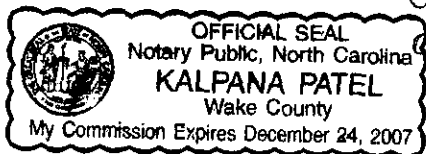
By: Shallina Hudson

____ President Shallina Hudson
Assistant Vice President

Wachovia Bank of Delaware, National Association

STATE OF NC)
COUNTY OF Wake) SS.

I, Kalpna Patel, a Notary Public of the County and State aforementioned, certify that Shallina Hudson personally came before me this day and acknowledged that he/she is AK President Wachovia Bank of Delaware, NA f/k/a First Union National Bank of Delaware , }, a corporation, and that he/she as President, being authorized to do so, executed the foregoing on behalf of the corporation. WITNESS my hand and official stamp or seal, this 28 day of Aug, 2004.



Kalpna Patel
Notary Public

My Commission Expires: 12-24-07
(Affix Notarial Seal)

STATE OF NC - FORSYTH CO. Patel The foregoing certificate(s) of:

Kalpna Patel NP(s)
is certified to be correct at the date of recordation shown on the first page thereof,
Dickie C. Wood, Register of Deeds by: [Signature] Deputy/Asst.