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FORSYTH CO, NC FEE \$25.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

01-03-2011 09:08:35 AM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY C MCCUMMINGS

DPT

BK: RE 2983

PG: 1615-1617

Original to Jim Hill

Do not write above this line

DRAFTED BY: eVenture Financial <i>Jimmy Gough</i>	Pin ID: 6836-64-6987.00	Block lot: 0331 077C
Mail after recording to: 2311 Cleveland Ave Trust	Mail future tax bills to: 2311 Cleveland Ave Trust	
12201 N NC Hwy 150, Suite 22-223	12201 N NC Hwy 150, Suite 22-223	
Winston-Salem, NC 27127	Winston-Salem, NC 27127	

NORTH CAROLINA WARRANTY DEED TO TRUST

The Grantor(s) **Beatrice K. Simmons** of the County of **Forsyth** State of **North Carolina**, for a valuable consideration in hand paid, the receipt of which is hereby acknowledged, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants under provisions of the laws of the State of **North Carolina**,

Unto **2311 Cleveland Ave Trust** under the provisions of a trust agreement dated the 23 day of December, 20 10, the following described real estate situated in the City of **Winston-Salem**, **Winston** Township, **Forsyth** County, State of **North Carolina** to wit:

See Exhibit "A", which is attached hereto and incorporated herein by reference.

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 Trustee of said agreement, 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 Trustee of said agreement in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by 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 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 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 Trustee of said agreement 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, 2010.

IN WITNESS WHEREOF, the Grantor has 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.

_____(seal) Beatrice K. Simmons (seal)
 _____(seal) _____(seal)
 _____ by: _____
 _____ Corporate Name _____ President

State of North Carolina, Davidson County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Beatrice K. Simmons personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance. Witness my hand and notarial seal this the 23 day of December, 2010.

Juanita S Crowder
 Notary Public
 Davidson County, North Carolina
 My Commission Expires
 2-19-2011

Juanita S. Crowder
 NOTARY PUBLIC

My commission expires 2-19-2011

EXHIBIT "A"

Address and Description of Property

Property address:

2311 N Cleveland Ave, Winston-Salem, NC 27105

Legal Description:

BEGINNING at an iron stake on the East side of Cleveland Avenue 100 feet North of the Northeast intersection of Cleveland Avenue and 23rd Street; running thence East parallel with 23rd Street, 75 feet to an iron stake; thence North 50 feet to an iron stake on alley; thence West along the South line of alley 75 feet to an iron stake on the East side of Cleveland Avenue; thence South along the East side of Cleveland Avenue, 50 feet to the place of BEGINNING, being the Northern part of Lot No. 77 purchased from W. M. Utt and wife, by W. R. Weir and W. M. Carpenter. This lot is now known as No. 77-C by the re-subdivision of Lot No. 77 recorded in Book 6, page 27 in the Office of the Register of Deeds of Forsyth County, N. C. The above described property being the same land conveyed to J. C. Styers and wife by W. R. Weir, et al., by deed dated the 19th day of April, 1930, and recorded in Deed Book 326, Page 239, Register of Deeds Office, Forsyth County, North Carolina. For back title see Book 237, page 73.

Being the same land conveyed to Central Investment Corporation from J. C. Styers and wife, Ollie Ada Styers by deed dated April 1, 1931, and recorded in Book 325, at page 165, Registry of Forsyth County, North Carolina; conveyed by Central Investment Corporation to Coy A. Coe and wife, Celia Gough Coe, Deed Book No. 473, at page 202; by Coy A. Coe and wife, Celia Gough Coe to C. B. Linville, Deed Book 507, page 420, Office of the Register of Deeds, Forsyth County, North Carolina; and by C. B. Linville to Vearl Linville Kiser and husband. Deed Book 806, page 38 of the Forsyth County Registry.. . . .

BEATRICE K. SIMMONS - NOW WIDOWED BY THE LATE JAMES D. SIMMONS WHO DIED IN FORSYTH COUNTY MARCH, 2009.