

2016004908 00036

FORSYTH CO. NC FEE \$26.00
 GOVERNMENT
 PRESENTED & RECORDED
 02/11/2016 10:21:48 AM
C. NORMAN HOLLEMAN
 REGISTER OF DEEDS
 BY: S L POINDEXTER
 DPTY

BK: RE 3271**PG: 1489 - 1492**

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$ Exempt

Parcel Identifier No. 6844-16-6862.00

Verified by _____ County on the _____ day of _____ 20____

By: _____

Mail/Box to: Grantee: _____

Instrument prepared by: *Brady & Kosofsky, PA, 3065B Senna Drive; Matthews, NC 28105*

This instrument was prepared by Jaime A. Kosofsky, a licensed North Carolina Attorney.

No title examination or statutory lien search, pursuant to Chapter 44A of the North Carolina General Statutes, was performed and no opinion as to these matters is expressed.

File Number: 1514337

Brief Description for the Index: **Metes and Bounds****THIS DEED** made this 2nd day of February, 2016 by and between

GRANTOR	GRANTEE
<i>United States of America</i> Mailing Address: 324 W. Market Street Greensboro, NC 27401	<i>Allen and Allen Management Properties, LLC, a North Carolina Limited Liability Company</i> Property Address: 1900 Longview Drive Winston Salem, NC 27107 Mailing Address: 3815 Sawyer Street Winston Salem, NC 27105

THIS INDENTURE Made this 2nd day of February, 2016, United States of America, hereinafter GRANTOR, and Allen and Allen Management Properties, LLC, a North Carolina Limited Liability Company, hereafter GRANTEE. GRANTOR covenants to specially warrant the title to the property hereby conveyed against any claim or action arising from the federal case styled "US vs. 1900 Longview Drive, Winston Salem, Forsyth County, North Carolina, as more particularly described in the Forsyth County Registry of Deeds, Book 2968, Page 2654, with all appurtenances and improvements thereon, et al" Civil Action, 1:12CV00471, decided in the United States District Court for the Middle District of North Carolina, Decree and Judgment of Forfeiture, filed on March 12, 2015 and recorded on June 8, 2015 in the county records in RE 3234 Page 3199.

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 **Winston Salem, Forsyth, North Carolina** and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book **RE 3234**, Page **3199**.

A map showing the above described property is recorded in Plat Book **2** Page **87**.

submitted electronically by "Stafford R. Peebles, Jr., PC"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Forsyth County Register of Deeds.

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.

Exceptions to Conveyance and Special Warranty Covenants: This conveyance is subject to all easements, rights of way and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters or instruments that affect the property, rights of adjoining owners in any walls, fences, docks, piers and other improvements situated on a common boundary, any discrepancies, conflicts or shortages in area or boundary lines and any encroachments or overlapping of improvements. Further subject to all real property taxes and assessments due and payable after the date of this deed. Should this conveyance, Grantee's use of the property or any other cause result in assessment of additional taxes for periods prior to the date hereof, such rollback taxes shall be the responsibility and liability solely of the Grantee. Grantee hereby agrees to indemnify and hold Grantor harmless of and from any suits, claims, demands, losses and liabilities arising in connection with its responsibilities and liabilities arising in connection with its responsibilities and liabilities under this paragraph.

Grantor warrants to defend all and the singular of the property against every person whomsoever lawfully claims, the same or any part thereto, except as to the reservations from and these exceptions to conveyance and special warranty covenants, when the claim is by, through, or under Grantor, but not otherwise.

Grantee, by acceptance of this deed, certifies that he has inspected the property and has satisfied himself as to the condition of the same and that Grantee, relying solely upon his own investigation and examination of the property and not upon any representation by Grantor, accepts the property in its "AS IS" and WHERE IS" condition, with any and all faults, defects and environmental conditions, without representation or warranty of any kind, express, implied, statutory or otherwise, including, without limitation, any warranty as to habitability, suitability, merchantability, condition or fitness, fitness for a particular purpose or fitness for any purpose.

Grantee recognizes and understands that the foregoing acknowledgments, confessions and agreements are a material inducement to Grantor in the execution and delivery of this deed and that, but for the foregoing acknowledgments, confessions and agreements, Grantor would not have executed and delivered this deed and Grantee recognizes, understands and agrees that the foregoing waivers, releases, indemnifications and other matters expressly apply to and include claims, losses, liabilities, damages and expenses arising, in whole or in part, out of the acts, omissions or negligence of Grantor or Grantor's predecessors in title or possession.

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

ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD, AD VALOREM TAXES FOR THE CURRENT YEAR WHICH MAY NOT BE DUE AND PAYABLE.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Title Insurance Company:

United States of America

By
Its:

(Seal)

[Signature]
Mgmt & Program Analyst

State of

Virginia

County of

Arlington

ss:

Be it remembered, that on this 02 day of February, 2016, before me, the subscriber, a Notary Public in and for said County and State, came the United States of America, the Grantor herein, by and through Thavvy Sinn, Mgmt & Program Analyst of the United States Marshals Service, Asset Forfeiture Division, being authorized to make this conveyance by Title 28 of the U.S. Code (28 CFR §§ 0.111, 0.113, 0.156), who acknowledged the signing hereof to be his/her and its free and voluntary act and deed on behalf of the Grantor.

In testimony thereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

My Commission expires:

05/31/2017

Notary Public

[Signature]



The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant Register of Deeds.

Exhibit "A"

BEING KNOWN AND DESIGNATED as Lot 23, as shown on the map of LONGVIEW as recorded in Plat Book 2, at Page 87, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which recorded plat reference is hereby made for a more particular description.

Said property being commonly known as 1900 Longview Drive, Winston Salem, NC 27107