



2017025889 00041
FORSYTH CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:
06-30-2017 09:27:20 AM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: OLIVIA DOYLE
ASST

BK: RE 3355
PG: 2545-2547

Drafted by: John Combs, Attorney at Law
Revenue Stamps: \$NTC
Mail after recording to: Box 107
Mail future tax bills to: Grantee @ 1315 S. Main Street, Winston-Salem, NC 27127

STATE OF NORTH CAROLINA)
) **CORRECTION DEED**
FORSYTH COUNTY)

THIS DEED, made as of the 29th day of June, 2017, by JHP INVESTMENT PROPERTIES, LLC, a North Carolina limited liability company, 807 N. Trade Street, Winston-Salem, NC 27101 (hereinafter called "Grantor"), to SUMMIT PROPERTY HOLDINGS, LLC, a North Carolina limited liability company, 1315 S. Main Street, Winston-Salem, NC 27127, (hereinafter called "Grantee";

WITNESSETH:

That the said Grantor, in consideration of ONE HUNDRED AND NO/100 Dollars (\$100.00 o.v.c.) and other good and valuable consideration to it paid by the Grantee, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto the Grantee and their heirs and assigns, a unit ownership in real property (under and pursuant to North Carolina General Statutes, Chapter 47C, entitled "The North Carolina Condominium Act", and any amendments thereto), located in the County of Forsyth, and State of North Carolina, and being more particularly described as follows:

That whereas, said Grantor heretofore executed to Grantee a certain deed dated February 20, 2013 and recorded in Deed Book 3107, Page 2332 in the Office of the Register of Deeds of Forsyth County;

And whereas, by mutual mistake said deed contained an error in the description of the land hereby intended to be conveyed;

And whereas, the Grantee has requested that said Grantor correct said error and said Grantor has agreed to do so;

And whereas, the correct description intended to be inserted in said former deed is that hereinafter set out;

Now, therefore, said Grantor, for the purpose of correcting said error, and in consideration of the sum of one dollar and other valuable consideration, to them in hand paid, have bargained and sold and by these presents do grant, bargain, sell and convey unto said Grantee and their heirs and assigns a certain tract or parcel of land lying and being in Forsyth County, North Carolina, in Winston-Salem Township and in the County of Forsyth and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Unit Nos. 402, 403 & 404 as shown on a plat or plats entitled THE SUMMIT CONDOMINIUM @ GATEWAY, recorded in Condominium and Unit Ownership File Book 8 at Pages 67 through 70 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Together with the right of ingress to and egress from said property and the right to use for all purposes, in common with the Grantor, its successors and assigns, and all other occupants from time to time, any and all portions of The Summit Condominium @ Gateway, designated by the Declaration as "Common Elements".

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDOMINIUM for THE SUMMIT CONDOMINIUM @ GATEWAY" issued by Grantor and recorded in the Office of the Register of Deeds of Forsyth County in Book 2835, Page 1383, et seq., pursuant thereto membership in The Summit Condominium @ Gateway Owners Association, Inc., a North Carolina Nonprofit Corporation.

Together with all non-exclusive rights and easements recorded in Book 2835, Page 1380, in the Forsyth County Registry.

The above described property does does not include the primary residence of the Grantor.

Property Address: 1111 S. Marshall Street, Unit #472, Unit #480 & Unit #488 Winston-Salem, NC

TOGETHER WITH all rights of Grantor in and to the Common Elements and the Limited Common Elements appurtenant to said Unit; and

Subject to the said Declaration, which with all attachments thereto are incorporated herein as if set forth in their entirety, and by way of illustration, provide for: (1) 4.288 % as the percentage of undivided fee simple interest appertaining to the above unit of the Common Elements; (2) Use and restriction of use of unit for residential purposes, and other uses reasonably incidental thereto; (3) Property rights of Grantee as Unit Owner, and any guests or invitees of Grantee, in and to the Common Elements; (4) Obligations and responsibility of the Grantee for regular monthly assessments and special assessments and the effect of nonpayment thereof as set forth in the Declaration and the By-Laws; (5) Limitations upon use of Common Elements; (6) Obligations of Grantee and the Association, mentioned in said By-Laws, for maintenance; and (7) Restrictions upon use

of the unit ownership in real property conveyed hereby.

The Grantee accepts this property subject to all easements and Restrictive Covenants of record including, but not limited to, the Restrictive Covenants recorded in Book 2835, Page 1383, Forsyth County Registry.

TO HAVE AND TO HOLD the aforesaid unit ownership in real property and all privileges and appurtenances thereunto belonging together with the aforesaid rights of easements and use in and to the Common Elements, and subject to the said Declaration and the By-Laws, to the said Grantee and their heirs and assigns forever.

And the said Grantor does hereby covenant that it is seized of said premises in fee, and has the right to convey same in fee simple, that the same are free from all encumbrances, and that it will warrant and defend said title to the same against the claims of all persons whatsoever, subject, however to said Declaration and the By-Laws, and the conditions, provisions and restrictions set forth therein; and further subject to agreements, easements, restrictions and rights of way of record: and further subject to ad valorem property taxes prorated to the date of closing.

IN TESTIMONY WHEREOF, JHP INVESTMENT PROPERTIES, LLC, a Limited Liability Company, has caused these presents to be executed on this the 29 day of June, 2017.

JHP INVESTMENT PROPERTIES, LLC
a North Carolina Limited Liability Company

By James H. Perkins (Seal)
James H. Perkins, Manager

STATE OF NORTH CAROLINA/COUNTY OF FORSYTH

I, the undersigned, Notary Public of Forsyth County, State of North Carolina do hereby certify that James H. Perkins, personally known to me, personally appeared before me and acknowledged that he is Manager of JHP INVESTMENT PROPERTIES, LLC, A Limited Liability Company, and that by the authority duly given him and as the act of JHP INVESTMENT PROPERTIES, LLC, he voluntarily executed the foregoing instrument for and in behalf of said limited liability company for the purposes contained therein.

Laurie A. Lonergan
Notary Public
Printed name: Laurie A. Lonergan
My Commission expires: 3.23.2018

