



2020037309 00034
FORSYTH CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:
08-26-2020 09:06:34 AM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: ANGELA M THOMPSON
DPTY

**BK: RE 3547
PG: 1017-1019**

NORTH CAROLINA) **SPECIAL WARRANTY DEED**
)
FORSYTH COUNTY)

Drafted by: Anna W. Munroe, Esq.
Return to: Anna W. Munroe, Allman Spry Davis Leggett & Crumpler P.A.,
P. O. Drawer 5129, Winston-Salem, NC 27113-5129 **ENVELOPE**

Excise Tax: \$ NTC
Tax PIN: Parcel ID # 6835-24-9526 (Block 0558, Lot 109)

THIS SPECIAL WARRANTY DEED made this 19th day of August 2020, by and between:

CHRISTOPHER B. AIKEN (legally separated), (hereinafter "Grantor"),
having an address of 3825 Mindona Drive, Winston-Salem, NC 27106,

and

LISA M. AIKEN (legally separated), (hereinafter "Grantee"),
having an address of 319 S. Main Street, Winston-Salem, NC 27101.

WITNESSETH:

That the Grantor, for a valuable consideration paid, 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:

BEGINNING at an iron pipe found marking the Southeast corner of that tract of land conveyed to Mary A. Leight, as described in Deed Book 1656, Page 3289, Forsyth County Registry, and said iron pipe marking the Northeast corner of the tract herein described; thence from said Beginning point South 02° 40' 40" West 80.52 feet to an iron pipe; thence North 87° 30' 00" West 179.29 feet to an iron pipe found in the Eastern right of way of Main Street; thence following the Eastern right of way of Main Street, North 02° 10' 50" East 78.40 feet to a nail placed in the

Northern right of way of Main Street; thence South 88° 10' 30" East 179.98 feet to the point and place of BEGINNING, containing 0.328 acres as shown on the survey dated August 2, 2001, by William Franklin Tatum, P.L.S.

Property Address: 319 S. Main Street, Winston-Salem, NC 27101.

The property herein conveyed does not include the primary residence of the Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3523, Pages 2549-2554.

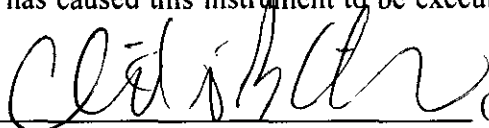
This conveyance of real property is from Grantor to Grantee and is a conveyance of real property held by such parties as tenants by the entirety. This conveyance is made pursuant to the terms of a Separation and Property Settlement Agreement dated July 31, 2020 (hereafter "Separation Agreement"). Any and all common law or statutory marital interest of Grantor in this real estate is conveyed and terminated, excepting however, a first right of refusal in favor of Grantor to buy the real property herein described upon the terms and conditions more particularly set forth in the Separation Agreement, all of which are incorporated by reference as if fully set forth herein. Subject to the Grantee's compliance with the provisions of Grantor's first right of refusal described in the Separation Agreement, Grantee shall be free to convey this real estate without the joinder or signature of Grantor hereafter. It is the intent of Grantor and Grantee to comply with the express provisions of N.C. Gen. Stat. §§ 29-30 and 39-13.4. This conveyance is also made pursuant to the provisions of N.C. Gen. Stat. § 50-20(d) and constitutes a part of an equitable distribution of marital property and is a transfer of property incident to divorce and related to the cessation of the marriage within the meaning of Section 1041 of the Internal Revenue Code. Henceforth, this property shall be the separate property of Grantee as defined in N.C. Gen. Stat. § 50-20(b)(2).

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.

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 the title against the lawful claims of all persons claiming by, under, or through Grantor and no further, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions: all easements, rights of way, encumbrances, and restrictions of record, if any, all local, state, and federal laws, ordinances, codes, and regulations relating to environment, zoning, subdivision, occupancy, use, building, development, and construction (including existing violations of the same), and 2020 ad valorem taxes and subsequent years.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

 (SEAL)
CHRISTOPHER B. AIKEN

NORTH CAROLINA
FORSYTH COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: CHRISTOPHER B. AIKEN.

Date: 8/19/2020 Angie T. Capps Notary Public

ANGIE T. CAPPS Printed Name

My commission expires: 3.1.25

