

2022003332 00007

FORSYTH CO. NC FEE \$26.00
NO TAXABLE CONSIDERATION
PRESENTED & RECORDED
01/21/2022 08:29:03 AM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: CHELSEA B POLLOCK
DPTY

BK: RE 3670
PG: 3519 - 3520

NTC

DEED

[INTRAFAMILY TRANSFER. NO MONETARY CONSIDERATION. NO TITLE SEARCH. THIS TRANSFER IS BEING MADE TO EFFECT AN ESTATE PLAN.]

GRANTORS' NAME AND ADDRESS:

JOHN M. NOTTE and spouse, ELLERY E. NOTTE
916 S. Main St
Winston-Salem, NC 27101

GRANTEES' NAME AND ADDRESS:

JOHN M. NOTTE and/or ELLERY E. NOTTE, Trustees, or their successors in trust
under the NOTTE LIVING TRUST dated January 19, 2022
and any amendments thereto
916 S. Main St
Winston-Salem, NC 27101

PREPARED BY:

Cheryl K. David
Law Offices of Cheryl David
528 College Road
Greensboro, NC 27410

AFTER RECORDING RETURN TO:

JOHN M. NOTTE and/or ELLERY E. NOTTE, Trustees
916 S. Main St
Winston-Salem, NC 27101

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

JOHN M. NOTTE and/or ELLERY E. NOTTE
916 S. Main St
Winston-Salem, NC 27101

DEED

KNOW ALL PERSONS BY THESE PRESENTS, that JOHN M. NOTTE and spouse, ELLERY E. NOTTE, of Forsyth County, North Carolina, herein called the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, convey and transfer unto JOHN M. NOTTE and/or ELLERY E. NOTTE, Trustees, or their successors in trust under the NOTTE LIVING TRUST dated January 19, 2022, and any amendments thereto, herein called the Grantee, and unto Grantee's successors and assigns, all of that certain real property, with the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, situated in Forsyth County, North Carolina, described as follows, to wit:

Beginning at an iron stake in the western right-of-way line of South Main Street, said iron stake being South 4° 46' East 102.42 feet from the southwest intersection of South Main Street and Walnut Street, and running thence from said beginning iron stake along the western right-of-way line of South Main Street South 4° 46' East 55.81 feet to an iron stake, thence South 85° 14' West 118.96 feet to an iron stake, thence North 4° 46' West 55.81 feet to an iron stake; thence North 85° 14' East 118.96 feet to the point and place of beginning, same being a portion of Tax Lot Nos. 107 and 108, Tax Block 578, and also being a portion of Lot No. 96 as set out upon the Map of Salem, recorded in Plat Book 8,

page 66, in the Office of the Register of Deeds of Forsyth County, North Carolina, and being that same property surveyed and platted by Joyce Engineering and Mapping Company, Inc. on the 30th day of March, 1977.

SAVE AND EXCEPT the reservation unto Old Salem, Inc. and its successors and assigns of a permanent easement for purposes of ingress, egress and regress with full right of maintenance and repair of that paved private driveway which encroaches within the southern boundary line of the premises hereinabove described, which encroachment is definitively established by the plat of survey hereinabove referred to. The easement herein reserved shall only terminate upon the express written consent of Old Salem, Inc. or its successors or assigns, or upon the termination of the use of said paved private driveway, whichever event shall first occur.

And being the same property acquired by Grantor by deed recorded in Book RE 3580, Page 38, Forsyth County Registry.

To Have and to Hold the same unto the Grantee and Grantee's successors and assigns forever, subject to all Restrictive Covenants of Record, easements, rights of way of record, ad valorem taxes, and all liens and records of encumbrance, and subject to such matters and things as may be revealed by a current survey.

In construing this deed, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

The liability and obligations of the Grantor to Grantee and Grantee's successors and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance. The limitations contained herein expressly do not relieve the Grantor of any liability or obligations under this instrument but merely define the scope, nature, and amount of such liability or obligations.

[THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED UNDER STATE LAW.]

IN WITNESS WHEREOF, the Grantor has executed this instrument this 19th day of January, 2022.

John M. Notte (SEAL)
JOHN M. NOTTE, Grantor

Ellery E. Notte (SEAL)
ELLERY E. NOTTE, Grantor

State of NORTH CAROLINA)
County of GUILFORD)

I, *Casey Kasinski* a notary public of said county and state, hereby certify that JOHN M. NOTTE and spouse, ELLERY E. NOTTE, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal, this 19th day of January, 2022.

My Commission Expires: 1/23/23
Casey Kasinski
NOTARY PUBLIC
ROCKINGHAM COUNTY, NC