

2023004005 00108

FORSYTH COUNTY NC FEE \$26.00
 STATE OF NC REAL ESTATE EXT
\$512.00

PRESENTED & RECORDED
 02/07/2023 02:13:42 PM

LYNNE JOHNSON
 REGISTER OF DEEDS
 BY: OLIVIA DOYLE, ASST
BK: RE 3739
PG: 2861 - 2865

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$512.00

Tax Parcel Identification Number: 5883-95-7564.000

This instrument was prepared by: Henry D. Niblock Jr., a licensed North Carolina attorney. Delinquent taxes, if any, shall be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Return to: Craige Jenkins Liipfert & Walker LLP, 110 Oakwood Dr., Suite 300, Winston-Salem, NC 27103

Mail Tax Bill to: 300 S. Stratford Road Suite D, Winston-Salem, NC 27103

Property Address: 6258 Towncenter Drive, Clemmons, NC 27012

Brief description for the Index: Tract 2B, CLEMMONS VILLAGE, PHASE ONE

THIS DEED made this 6th day of February 2023 by and between

GRANTOR

**CLEMMONS OREO FINANCE, LLC,
 A North Carolina limited liability company**

**60 Cuttermill Road
 Greak Neck, NY 11021**

GRANTEE

**801 LAND HOLDINGS, LLC,
 A North Carolina limited liability company**

**300 S. Stratford Suite D
 Winston-Salem, NC 27103**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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 County of Forsyth, State of North Carolina and more particularly described as follows:

Submitted electronically by "Craige Jenkins Liipfert & Walker LLP"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Forsyth County Register of Deeds.

FOR PROPERTY DESCRIPTION, SEE EXHIBIT "A" attached hereto and incorporated herein by reference.

For back title reference, see the deed recorded in Book 3661 Page 3833, Forsyth County Registry.

THIS IS _____ OR IS NOT X THE GRANTOR'S PRIMARY RESIDENCE

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 is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: subject to easements and restrictions of record, if any; and 2023 property taxes.

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

Clemmons Oreo Finance, LLC, a North Carolina Limited Liability Company

By:  (SEAL)

Name: Benjamin Sedaghatzandi, Authorized Signatory

STATE OF New York

COUNTY OF Nassau

I, Joseph Lolo, a Notary Public of the County of Nassau and State of New York, certify that BENJAMIN SEDAGHATZANDI, either being personally known to me or proven by satisfactory evidence (said evidence being personally known), pursuant to authority granted under the terms of Clemmons Oreo Finance, LLC's operating agreement, and as evidenced by a specific resolution thereto, personally appeared before me this day and acknowledged that he/she is the Authorized Signatory of Clemmons Oreo Finance, LLC, and that as Authorized Signatory being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 6 day of February, 2023.


Notary Public

Name: Joseph Lolo

My Commission Expires: 6/13/24

JOSEPH LOLOI
NOTARY PUBLIC, STATE OF NEW YORK
No. 02LO6343553
Qualified in Nassau County
Commission Expires 06-13-20 24

EXHIBIT "A"
PROPERTY DESCRIPTION

BEING KNOWN AND DESIGNATED as Tract 2B as shown on the map entitled CLEMMONS VILLAGE, PHASE ONE, Second Revision, as recorded in Plat Book 47, Page 120, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

**WRITTEN CONSENT AND RESOLUTION OF
CLEMMONS OREO FINANCE LLC**

THIS WRITTEN CONSENT AND RESOLUTION OF CLEMMONS OREO FINANCE LLC (this "Resolution") is made by JOEL J. GORJIAN (the "Member"), being the Managing Member of Clemmons Oreo Finance LLC, a North Carolina limited liability company (the "Company"), which Resolution is effective as of the 6 day of February, 2023.

The Member hereby consents and resolves as follows:

RESOLVED, that the Member does hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given;

FURTHER RESOLVED, that the Members unanimously agree, consent, approve and authorize the sale of the property, with the improvements thereon, located at and known as 6258 Towncenter Drive, Clemmons, NC 27012 (the "Property") by the Company to 801 Land Holdings, LLC (the "Purchaser"), in accordance with the terms of the Purchase and Sale Agreement dated as of December 5, 2022 (the "Transaction"); and

FURTHER RESOLVED, that the Member agrees, consents, approves and authorizes that Benjamin Sedaghatzandi, the Authorized Signatory of the Company, has full authority to (i) execute and deliver any and all documents relating to the Transaction to be executed and delivered by and on behalf of the Company in connection with the Transaction, together with such other and further documents, instruments and certificates as may be desirable, necessary or appropriate to enable the Company to consummate such transactions, containing such terms and provisions as Benjamin Sedaghatzandi, the Authorized Signatory of the Company, shall deem appropriate, and (ii) do such other acts and things as may be desirable, necessary, appropriate or consistent with carrying out the intent and purposes of this and the foregoing resolutions, the doing of any act or thing being conclusive evidence as to the appropriateness thereof and as to the authority of Benjamin Sedaghatzandi, the Authorized Signatory of the Company, to so execute and to deliver any such document and do any such act and thing; and

FURTHER RESOLVED, that all acts heretofore lawfully done or actions lawfully taken by the member, manager or officer of the Company or other parties in connection with the Transaction or any matter related thereto, are, by virtue of these resolutions, hereby in all respects ratified, confirmed and approved. This Resolution may be executed by PDF or facsimile, which shall constitute an original.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Resolution for the purposes expressed herein effective as of the date and year stated above.

CLEMMONS OREO FINANCE LLC

By: _____
Name: Joel J. Gorjian
Title: Manager