

2025014005 00138

FORSYTH COUNTY NC FEE \$26.00
 STATE OF NC REAL ESTATE EXT
\$350.00

PRESENTED & RECORDED

04/29/2025 01:56:58 PM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: CHELSEA B MARTINEZ, DPTY

BK: RE 3860**PG: 2619 - 2627**

Mail deed and tax bills to Grantee: **101 Granada Court, Winston-Salem, NC 27105**

Prepared by: N. Alan Bennett (Thomas and Bennett), a North Carolina licensed attorney
 Delinquent taxes, if any, to be paid by the closing attorney to the county tax
 collector upon disbursement of closing proceeds.

Excise Tax: \$350.00

Brief description: **Lot 26, Gregory Manor**

GENERAL WARRANTY DEED

THIS DEED made this 29th day of April, 2025, by and between:

GRANTOR:

BEVERLY M. HOLBROOK, Individually and as Co-Executor
 of the Estate of Johnnie David McGlamery (aka Johnnie D. McGlamery,
 John D. McGlamery and John David McGlamery)
 and husband, **BRIAN SCOTT HOLBROOK**

Grantor address: 2030 Carteret Drive, Rural Hall, NC 27045

PAMELA M. SMOTHERS (unmarried), Individually and as Co-Executor
 of the Estate of Johnnie David McGlamery (aka Johnnie D. McGlamery,
 John D. McGlamery and John David McGlamery)

Grantor address: 130 Prestwick Lane, Rural Hall, NC 27045

DAVID BRIAN MCGLAMERY (aka Brian McGlamery) (unmarried),
 Individually and as Co-Executor of the Estate
 of Johnnie David McGlamery (aka Johnnie D. McGlamery,
 John D. McGlamery and John David McGlamery)

Grantor address: 696 Perth Road, Rural Hall, NC 27045

GRANTEE:

JACOB STEINBRUEGGE
 and wife,
EMMA STEINBRUEGGE

Grantee address:
 101 Granada Court
 Winston-Salem, NC 27105

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

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

See attached **Exhibit A** which is hereby incorporated by reference.

Property Address: **101 Granada Court, Winston-Salem, NC 27105**

Title History: See Exhibit A

Bankruptcy (Pamela M. Smothers): See information on **Exhibit A** and a copy of the Order is attached as **Exhibit B**.

Submitted electronically by "Thomas and Bennett"
 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.

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 except for the following exceptions:

Subject to easements, restrictions and rights of way of record, if any, and ad valorem taxes.

Beverly M. Holbrook, Co-Executor of the Estate of Johnnie David McGlamery does hereby covenant that she has not placed or suffered to be placed any presently existing liens or encumbrances on said premises and that she will warrant and defend the title to the same against the lawful claims of all persons claiming by, through, under or on account of her as Co-Executor of the Estate of Johnnie David McGlamery, insofar as it is her duty to do so by virtue of her office as Co-Executor, but no further.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors.

Beverly M. Holbrook (Seal)
**Beverly M. Holbrook, Individually and as Co-Executor of the Estate of Johnnie David McGlamery
 (aka Johnnie D. McGlamery, John D. McGlamery and John David McGlamery)**

Brian Scott Holbrook (Seal)
Brian Scott Holbrook

North Carolina, Forsyth County

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

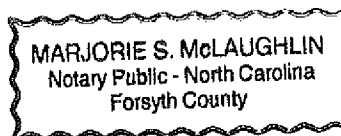
Beverly M. Holbrook and Brian Scott Holbrook

April 29, 2025

Place notary seal below this line:

Marjorie S. McLaughlin
 Notary Public - Marjorie S. McLaughlin

My Commission Expires: February 12, 2030



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 except for the following exceptions:

Subject to easements, restrictions and rights of way of record, if any, and ad valorem taxes.

Pamela M. Smothers, Co-Executor of the Estate of Johnnie David McGlamery does hereby covenant that she has not placed or suffered to be placed any presently existing liens or encumbrances on said premises and that she will warrant and defend the title to the same against the lawful claims of all persons claiming by, through, under or on account of her as Co-Executor of the Estate of Johnnie David McGlamery, insofar as it is her duty to do so by virtue of her office as Co-Executor, but no further.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors.

Pamela M. Smothers

(Seal)

Pamela M. Smothers (unmarried), Individually and as Co-Executor of the Estate of Johnnie David McGlamery (aka Johnnie D. McGlamery, John D. McGlamery and John David McGlamery)

North Carolina, Forsyth County

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

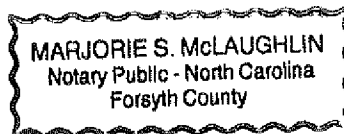
Pamela M. Smothers

April 29, 2025

Place notary seal below this line:

Marjorie S. McLaughlin
Notary Public – Marjorie S. McLaughlin

My Commission Expires: February 12, 2030



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 except for the following exceptions:

Subject to easements, restrictions and rights of way of record, if any, and ad valorem taxes.

David Brian McGlamery, Co-Executor of the Estate of Johnnie David McGlamery does hereby covenant that he has not placed or suffered to be placed any presently existing liens or encumbrances on said premises and that he will warrant and defend the title to the same against the lawful claims of all persons claiming by, through, under or on account of him as Co-Executor of the Estate of Johnnie David McGlamery, insofar as it is his duty to do so by virtue of his office as Co-Executor, but no further.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors.

David B. McGlamery

(Seal)

David Brian McGlamery (aka Brian McGlamery) (unmarried), Individually and as Co-Executor of the Estate of Johnnie David McGlamery (aka Johnnie D. McGlamery, John D. McGlamery and John David McGlamery)

North Carolina, Forsyth County

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

David Brian McGlamery

April 29, 2025

Place notary seal below this line:

Marjorie S. McLaughlin
Notary Public – Marjorie S. McLaughlin

My Commission Expires: February 12, 2030

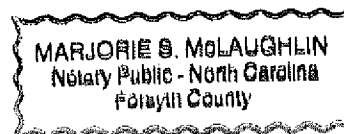


EXHIBIT A

**Jacob Steinbruegge and wife, Emma Steinbruegge
Lot 26, Gregory Manor
101 Granada Court**

Property Description:

BEING KNOWN AND DESIGNATED as **Lot 26 of Gregory Manor**, a map and plat of which is recorded in **Plat Book 17, Page 4** in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which map is hereby made for a more particular description.

This is the same property as described in Deed Book 882, Page 248, Forsyth County Registry and is designated as Tax PIN 6828-60-9695.000 (Block 3519, Lot 026) on the Forsyth County tax maps.

Title History:

John D. McGlamery and wife, Sylvia N. McGlamery acquired this property by the deed recorded on May 28, 1964 in Deed Book 882, Page 248, Forsyth County Registry.

Sylvia N. McGlamery (aka Sylvia Norman McGlamery) died April 8, 2012.

John D. McGlamery (aka John David McGlamery; Johnnie D. McGlamery and Johnnie David McGlamery) died testate on August 26, 2024 and his estate is currently being administered through the Forsyth County Clerk of Courts office in CSC File #24-E-2572. Beverly M. Holbrook; Pamela M. Smothers and Brian McGlamery qualified as Co-Executors on January 8, 2025. The Notice to Creditors was published and the date for which claims are to be presented is May 1, 2025. The Will of Johnnie D. McGlamery devised this property to his children: Pamela M. Smothers; Beverly M. Holbrook and David B. McGlamery.

Bankruptcy (Pamela M. Smothers):

The Grantor, Pamela M. Smothers (aka Pamela McGlamery Smothers) filed Chapter 13 Bankruptcy (File #B-22-50461 C-13) in the United States Bankruptcy Court, Middle District of North Carolina, Winston-Salem Division. Notice of Bankruptcy was recorded in Book 3732, Page 1841, Forsyth County Registry. A copy the Order for the sale of this property is attached as **Exhibit B**.

SO ORDERED.

Exhibit B

SIGNED this 23rd day of April, 2025.


 LENA MANSORI JAMES
 UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
 MIDDLE DISTRICT OF NORTH CAROLINA
 WINSTON-SALEM DIVISION**

In Re:)	
)	
PAMELA MCGLAMERY SMOTHERS,)	ORDER
)	
)	No. B-22-50461 C-13W
)	
Debtor.)	

The Chapter 13 case of Pamela McGlamery Smothers (the "Debtor") came before the Court on April 16, 2025, upon a motion by the Debtor for authorization to sell her inherited interest in real property located at 101 Granada Court, Winston-Salem, North Carolina (the "Property"). The Debtor also filed a motion seeking approval of the employment of Terry Sechrist and the Firm of Keller Williams Realty Ballantyne Area (collectively "Realtor") and the Realtor's commission. All interested parties having received proper notice, appearing at the hearing were Elizabeth Lawson, Debtor's Counsel; Robert E. Price, Jr., Assistant Bankruptcy Administrator and Brandi L. Richardson, Trustee. The Court took both motions under advisement after the hearing.

A supplemental hearing was held telephonically on April 21, 2025. Appearing at the supplemental hearing were Elizabeth Lawson, Debtor's Counsel; Robert E. Price, Jr., Assistant Bankruptcy Administrator and Vernon Cahoon, Chapter 13 Staff Attorney.

The Debtor's father, Johnnie D. McGlamery, passed away on August 26, 2024. The Debtor inherited a one-third interest in the Property pursuant to the Residuary Estate provision of her father's Will. The Will was admitted to probate in Forsyth County. The Debtor's motion and other documents do not indicate whether the Will has been duly probated or whether the clerk has approved the final account. The remaining two-thirds was inherited by the Debtor's siblings. The Debtor currently owns the property as a tenant in common with her siblings.

The Debtor and her siblings have entered a contract to sell the Property for \$174,900.00. The proposed sale represents an arms-length transaction between the Debtor, her siblings and the Purchaser(s). Any liens on the property, any outstanding taxes, the Realtor's commission, and the customary costs of sale shall be paid in full at closing. It is anticipated that the Debtor's share of the net proceeds will be in the approximate amount of \$53,000.00. The Debtor has expressed her desire that her share of the net proceeds be forwarded to the Chapter 13 Trustee to pay off her Plan with a 100% dividend to unsecured creditors.

The Debtor and her Siblings have employed the Realtor, a disinterested professional realtor, to facilitate the sale. The agreed upon commission is 5% of the gross sales price which is approximately \$8,745.00. Dual agency of the Realtor shall not be authorized by this Court. Each heir has agreed to pay one-third of the Realtor's Commission from their sales proceeds.

Any provision in the Offer to Purchase and Contract suggesting that the Debtor is not under the authority of the United States Bankruptcy Court is hereby stricken.

The Court finds that the \$174,900.00 offer is fair and reasonable and that the sale should be permitted under the terms set out above. The employment of the Realtor and the Realtor's commission are approved subject to the terms set out above. Debtor's counsel is awarded \$450.00 additional compensation for advancing the motion to sell the Property. Nothing in this Court's Order shall be construed as prejudicing or impairing the right of any Creditor of the Estate of Johnnie D. McGlamery to the recovery of its claim to the extent authorized under the provisions of N.C.G.S. §31-39; therefore, it is

ORDERED that both motions are granted; and it is further

ORDERED that authorization is granted to sell the Property for approximately \$174,900.00; and it is further

ORDERED that any provision in the Offer to Purchase and Contract indicating that the Debtor is not under the authority of the United States Bankruptcy Court is stricken; and it is further

ORDERED that the Realtor's employment and the 5% commission are approved on the condition that each heir pays one-third of the commission from their sale proceeds as agreed. Dual agency of the Realtor is not authorized.; and it is further

ORDERED that any liens and encumbrances discovered to exist against the Property, outstanding taxes, the Realtor's commission and all customary costs of sale are to be paid in full at closing; and it is further

ORDERED that all the Debtor's share of the net sale proceeds must be forwarded to the Chapter 13 Trustee within ten (10) days of closing. The Trustee is authorized to apply those proceeds to the Plan to complete it with a 100% dividend to unsecured creditors; and it is further

ORDERED that the Closing Attorney must send a copy of the final Closing Statement to the Trustee within ten (10) days of closing; and it is further

ORDERED that Debtor's Counsel must provide the Closing Attorney with a copy of this Order; and it is further

ORDERED that Debtor's Counsel is awarded \$450.00 additional compensation to be paid through the Plan by the Trustee; and it is further

ORDERED that this Order is effective immediately upon entry notwithstanding Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and it is further

ORDERED that nothing herein shall be construed as prejudicing or impairing the right of any Creditor of the Estate of Johnnie D. McGlamery to the recovery of its claim to the extent authorized under the provisions of N.C.G.S. §31-39.

(END OF DOCUMENT)

PARTIES TO BE SERVED

PAGE 1 OF 1

22-50461 C-13W

PAMELA MCGLAMERY SMOTHERS
130 PRESTWICK LANE
RURAL HALL, NC 27045

ELIZABETH F LAWSON
BENNETT GUTHRIE PLLC
1560 WESTBROOK PLAZA DR
WINSTON-SALEM, NC 27103

JOHN PAUL COURNOYER
U.S. BANKRUPTCY ADMINISTRATOR
101 S. EDGEWORTH STREET
GREENSBORO, NC 27401

TERRY SECHRIST
KELLER WILLIAMS REALTY
BALLANTYNE AREA
14045 BALLANTYNE CORPORATE PLACE
SUITE 500
CHARLOTTE, NC 28277

BRANDI L. RICHARDSON
CHAPTER 13 TRUSTEE
PO BOX 2115
WINSTON-SALEM NC 27102-2115

ALL CREDITORS AND PARTIES