


2017021089 00096

 FORSYTH CO, NC FEE \$26.00
 STATE OF NC REAL ESTATE EXT
\$1000.00

PRESENTED & RECORDED:

05-31-2017 12:37:00 PM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: SANDRA YOUNG

DPTY

BK: RE 3349**PG: 4331-4337**

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1,000.00
 Parcel Identifier No. 6825-45-5942.00 Verified by _____ County on the ____ day of _____, 20____
 By: _____

Mail/Box to: _____

This instrument was prepared by: Anita M. Conrad, Counsel

Brief description for the Index: Certain numbered lots on the Map of Atwood Inn Place recorded in Plat Book 1, Page 77THIS DEED made this 24th day of May, 2017, by and between

GRANTOR

 Wake Forest University Health Sciences, a North Carolina
 non-profit corporation

GRANTEE

 V Plus, LLC
 1056 Burke Street
 Winston-Salem, NC 27101

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 City of Winston-Salem, Forsyth County, North Carolina and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots 28, 28-1/2, 29, 29-1/2, 30, 31, 31-1/2 and 32 as shown on Map of Atwood Inn Place recorded in Plat Book 1, Page 77 in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2263, Page 462.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 1, Page 77.

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:

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010

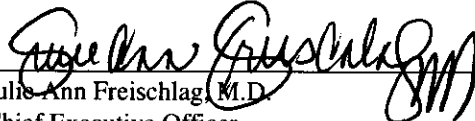
Printed by Agreement with the NC Bar Association

Subject to easements, rights of way and restrictive covenants of record, and 2017 ad valorem taxes prorated as of the date of closing.

See Exhibit "A" attached.

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

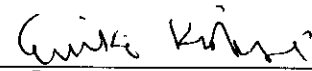
WAKE FOREST UNIVERSITY HEALTH SCIENCES

By: 
Julie Ann Freischlag, M.D.
Chief Executive Officer

State of North Carolina, County of Forsyth

I, the undersigned Notary Public of the aforesaid County and State aforesaid, certify that Julie Ann Freischlag, M.D. personally came before me this day and acknowledged that she is the Chief Executive Officer of Wake Forest University Health Sciences a North Carolina non-profit corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 24th day of May, 2017.

My Commission Expires: 5-19-2020
(Affix Seal)


Erika Kipfinger Notary Public
Notary's Printed or Typed Name

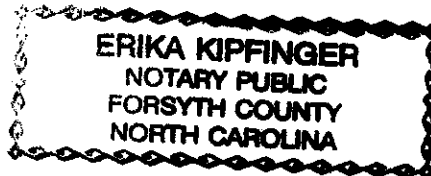


Exhibit "A"

THIS ABSOLUTE ASSIGNMENT OF INTEREST IN LEASES AND ASSUMPTION AGREEMENT (hereinafter referred to as "Assignment"), is made as of the ____ day of May, 2017, by Wake Forest University Health Sciences, a North Carolina nonprofit corporation (herein "Assignor"), to V Plus, LLC, a North Carolina limited liability company (herein "Assignee").

STATEMENT OF PURPOSE

Assignor is the current landlord under certain Lease Agreements of various dates (the "Leases") for residential units in the complex known as Balcony Court Apartments located at 1606 West Northwest Boulevard, Winston-Salem, North Carolina, as the owner of that real property more particularly described in the Exhibit A attached hereto (the "Property"); and

Assignee has contracted to purchase the Property from Assignor, and Assignor desires to assign to Assignee all of its right, title and interest under the Leases, and Assignee desires to accept such assignment and to assume the Assumed Obligations (as hereinafter defined) with respect to the Leases;

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment of Leases. Effective as of May 31, 2017 (the "Assignment Date"), Assignor does hereby assign, transfer and set over unto Assignee all of the right, title and interest of Assignor in, to and under the Leases. Assignor, simultaneously herewith, assigns to Assignee all of Assignor's right, title, and interest in and to the Property's improvements and all tangible personal property (if any) located on the Property (collectively, the "Assigned Property").

Assignee hereby accepts the foregoing assignments on the terms and conditions set forth herein and, effective upon the Assignment Date, Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Leases on the part of the Assignor to be kept, observed and performed, and which accrue after the date hereof (collectively, the "Assumed Obligations"), with the same force and effect as if the Assignee instead of Assignor had originally signed the Leases, and Assignee agrees that it shall, from and after the Assignment Date, be liable to the respective tenants under such Leases, for any failure to keep, observe or perform the same.

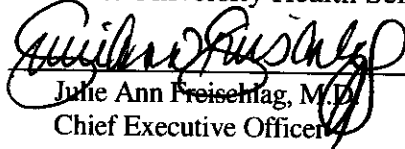
2. Assignee agrees to indemnify, defend and hold harmless Assignor and all of its affiliates, subsidiaries, related corporations, related partnerships, officers, directors, employees and agents from and against any and all liabilities, claims, suits, actions, losses, damages, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) due to or arising out of or related to the Assignee's Assumed Obligations under, or to its exercise of any rights with respect to, the Leases, the Property, and/or the Assigned Property and/or any failure to keep, observe and perform the Assumed Obligations with respect to any period from and after the date of this Assignment.

3. Assignor agrees to indemnify, defend, and hold harmless Assignee and all of its affiliates, subsidiaries, related corporations, related partnerships, officers, directors, employees and agents from and against any and all liabilities, claims, suits, actions, losses, damages, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) due to or arising out of or related to the Assignor's obligations under, or to its exercise of any rights with respect to, the Leases, the Property, and/or the Assigned Property with respect to any period of the Assignor's ownership of the Property prior to the date of this Assignment.
4. This Agreement shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.
5. Assignee acknowledges that it has either received copies of all Leases for residential units located at the Property or is otherwise familiar with the tenancies applicable to each unit located at the Property. Assignee further acknowledges receipt from Assignor, as of the Assignment Date, of all security deposits and other payments due from tenants under the Leases.
6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof and all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

Wake Forest University Health Sciences

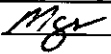
By: 

Julie Ann Freischnag, M.D.
Chief Executive Officer

ASSIGNEE:

V Plus, LLC

By: 

Title: 

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I certify that the following person personally appeared before me on this 24th day of May, 2017, and acknowledged to me that she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: Julie Ann Freischlag, M.D., Chief Executive Officer of Wake Forest University Health Sciences, a North Carolina nonprofit corporation.

Erika Kipfinger

Notary Public:

Notary's typed or printed name:

Erika Kipfinger

My commission expires: 5-14-2020

(Official Seal)



STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I certify that the following person(s) personally appeared before me on this _____ day of May, 2017, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: Samuel C. Oghurn, Jr.
Manager of V Plus, LLC, a North Carolina limited liability company.

[Signature]
Notary Public:

Notary's typed or printed name:

John W. Koment

My commission expires: 01-19-2018

(Official Seal)

JOHN W. KOMENT
Notary Public - North Carolina
Forsyth County
My Commission Expires January 19, 2018

Exhibit "A"

BEING KNOWN AND DESIGNATED as Lots 28, 28-1/2, 29, 29-1/2, 30, 31, 31-1/2 and 32 as shown on Map of Atwood Inn Place recorded in Plat Book 1, Page 77 in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.