2023001311
TRANSYLVANIA COUNTY NC FEE $26.00
NO TAXABLE CONSIDERATION
PRESENTED & RECORDED
03/20/2023 08:39:18 AM
BETH C LANDRETH
REGISTER OF DEEDS
BY: DELIA MCCALL
DEPUTY REGISTER OF DEEDS
BK: DOC 1072
PG: 265 - 268

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $0.00

Parcel Identifier No. **9508 25 5369 000** Verified by _____ County on the ____ day of _____, 20____
By:

Mail/Box to: Strauss Attorneys, PLLC – 104 N. Washington Street; Hendersonville, NC 28739

This instrument was prepared by: C. Page Collie (Deed Preparation Only – No Title Search Performed)

Brief description for the Index: Lot 9 of Lobdell Woods Plat File 8 at Slides 991-992

THIS DEED made this 28th day of February, 2023 by and between

GRANTOR	GRANTEE
ERNEST WILLIAM STRANG and wife, KAROL BEDYK STRANG	**ERNEST W. STRANG and KAROL B. STRANG, Trustees, or their successors in interest, of THE ERNEST AND KAROL STRANG LIVING TRUST dated February 3, 2023, and any amendments thereto**
Address: 273 David's Trace Pisgah Forest, NC 28768	**Address: 273 David's Trace Pisgah Forest, NC 28768**

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 Boyd Township, Transylvania County, North Carolina and more particularly described as follows:

BEING ALL of Lot 9 of Lobdell Woods, as shown on the plat recorded in Plat File 8 at Slides 991-992, records of Plats for Transylvania County in the office of the Register of Deeds for Transylvania County, North Carolina.

Together with a right of way to the public road (N. C. Highway 280) over and along the private roads shown on the above plat which connect the lots located in Lobdell Woods with the public road.

Submitted electronically by "Strauss Attorneys PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Transylvania County Register of Deeds.

This conveyance is made subject to all easements and other matters shown on the above plat and to the Declaration of Restrictive and Protective Covenants recorded in Document Book 32 at Page 466, Transylvania County Registry.

BEING that same property conveyed to Ernest William Strang and Karol Bedyk Strang by that deed recorded on May 14, 2010 in Book 537 at Page 431, Transylvania County Registry.

The property being transferred by this Deed includes the primary residence of at least one of the Grantors. (Per N.C.G.S. §105-317.2).

Pursuant to North Carolina G.S. § 41.65 it is the intention of the parties hereto that this conveyance preserve all rights of TENANCY BY THE ENTIRETIES.

The property hereinabove described was acquired by Grantor by instrument recorded in Book **537** at Page **431**, Transylvania County, North Carolina Register of Deeds Office.

A map showing the above-described property is recorded in Plat File **8** at Slide **991-992**, Transylvania County, North Carolina Register of Deeds Office.

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:

Transylvania County ad valorem taxes for 2023, and subsequent years, which are a lien, but not yet due and payable, easements, rights of way and restrictions of record.

THE REMAINING PORTION OF THIS PAGE LEFT BLANK INTENTIONALLY

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

(SEAL)
ERNEST WILLIAM STRANG

(SEAL)
KAROL BEDYK STRANG

SEAL-STAMP

JESSICA BALDWIN
NOTARY PUBLIC
BUNCOMBE COUNTY, NC
My Commission Expires 6-21-2027

State of North Carolina – County of Henderson

I, Jessica Baldwin, the undersigned Notary Public of the County and State aforesaid, certify that **ERNEST WILLIAM STRANG and wife, KAROL BEDYK STRANG**, Grantors, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 28th day of February, 2023.

My Commission Expires:
6-21-2027

Jessica Baldwin
Jessica Baldwin, Notary Public

EXHIBIT A

Summary of Trust Powers

TOGETHER WITH the following powers belonging unto the Trustee and the successors and assigns thereof, to wit:

1. That, in addition to the Trustee Powers set forth in the Trust herein described and any amendments thereto, references to which are hereby made and which are incorporated herein by reference, the Trustee is vested with full rights of ownership over the above described real estate and the Trustee is specifically granted and given the power and authority to exercise any or all of the following powers without the requirement of applying to any probate or other court for an Order of Sale or any other prior or subsequent approval or accounting:

(a) To protect and conserve said real estate and improvements located thereon and to pay the taxes assessed thereon;

(b) To sell said real estate, for cash, or on credit, at public or private sale, to exchange said real estate for other property, and to grant options to sell said property, and to determine the price and terms of sales, exchanges, and/or options;

(c) To execute leases and subleases, to subdivide or improve said real estate and tear down or alter improvements, to grant easements, give consent and make contracts relating to said real estate or its use and to release or dedicate any interest in said real estate;

(d) To borrow money and to mortgage, pledge or encumber any or all of said real estate to secure payment thereof;

(e) To manage, control and operate said real estate, to collect the rents, issue and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, and in general, to exercise any powers which may be exercised by Trustees of intervivos trusts pursuant to North Carolina General Statute Section 32-27, reference to which is hereby expressly made and which powers are incorporated herein.

2. The liability of the Trustee hereunder, under the Trust Agreement, or by operation of law is limited to the trust assets, and the Trustee shall not become individually or personally obligated in any matter related thereto.

3. The Trustee shall hold said real estate and make distributions of said real estate or of the proceeds derived therefrom in accordance with the terms and conditions of the Trust herein described and any amendments thereto.

4. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the application of any proceeds of any sales, leases, mortgages or pledges, but the receipt of the Trustee shall constitute complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with the Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in and exercise the powers granted by this deed or of the adequacy of or disposition of any consideration paid to the Trustee, nor inquire into the provisions of said unrecorded Trust Agreement, any amendments thereto, or collateral thereto.

5. By acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements set forth in the Declaration of Trust.

6. If there shall be more than one (1) Trustee acting as Trustee under the above-named Trust, each and every power hereinabove set forth may be exercised only by the Trustees acting together, unless a Trustee shall have resigned, died, or is unable to act, in which case the remaining Trustee may act alone until such time as a Successor Trustee is appointed.

7. The Successor Trustee of said Trust shall have all the title, powers, and discretion herein given to the initial Trustee(s), without any act of conveyance or transfer.