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SAMUEL L. COMPHER
and
PAMELA D. COMPHER,
his wife

THIS DEED, made this 22nd day of August,

2007, by and between Samuel L. Compher and
Pamela D. Compher, his wife, grantors,

TO: DEED

parties of the first part, and Gary A.

GARY A. DASHNAW
and
GINGER M. DASHNAW,

Dashnaw and Ginger M. Dashnaw, his wife,

his wife

grantees, parties of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, receipt whereof being hereby acknowledged, the said parties of the first part do, by these presents, grant and convey unto the said parties of the second part, as joint tenants with full rights of survivorship as hereinafter enumerated, with covenants of General Warranty of Title, and to be free and clear of all liens and encumbrances, all that certain tract or parcel of real estate containing **4.000 acres**, more or less, together with any and all rights, rights of way, easements, improvements and appurtenances thereunto belonging, lying and being situate in Sherman District, Hampshire County, West Virginia, in what is known as the subdivision of "**Crescent Crossing**" and being designated as **Tract No. 18** on a plat or map of said subdivision made by Charles R. Byers, LIS #792, which said plat or map is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 8, at Pages 139-146. Reference is now made to said plat or map for any and all pertinent purposes, and specific reference is hereby made for a surveyed description of the real estate being conveyed herein.

And being the same real estate which was conveyed unto Samuel L. Compher and Pamela D. Compher, his wife, by deed of Patricia T. Ritchie and Patricia T. Ritchie, Attorney-in-Fact for Daniel D. Ritchie, her husband, dated January 5, 2004, of record in the aforesaid Clerk's Office in Deed Book 429 at Page 247.

The real estate herein conveyed is also subject to any rights or easements which may affect same and which are of record in the aforesaid Clerk's Office, and it is expressly understood that the grantee takes title subject to that instrument entitled "Crescent Crossing Dedication of Plat and Declaration of Protective Covenants, Conditions and

Restrictions", which provides for the dedication of roadways within the subdivision and also imposed certain restrictive covenants, conditions, duties, obligations and responsibilities which affect the tract or parcel of real estate being hereby conveyed, and the same are therein stated to attach and run with the land. Said instrument is of record in the aforesaid Clerk's Office in Deed Book 383 at Page 54, and the provisions thereof are incorporated into this deed as though the same appeared textually verbatim herein.

It is understood and agreed between the Grantors and the Grantees herein that, for and in the consideration hereinbefore set forth, the Grantors are conveying unto the Grantees, the mineral rights in and to the 4.000 acres tract of real estate, the subject of this conveyance. It is further understood and agreed between the parties hereto that the Grantors do further, for and in the consideration hereinbefore set forth, assign, set over, convey and transfer, unto the Grantees herein, all of the Grantors' rights, title and interest in and to any delayed rentals or royalties arising out of any oil and gas lease that might be currently in effect.

This conveyance is made unto the said parties of the second part as joint tenants with full rights of survivorship, which is to say, should Gary A. Dashnaw predecease Ginger M. Dashnaw, his wife, then the entire full, fee simple title in and to said real estate shall vest solely in Ginger M. Dashnaw; and should Ginger M. Dashnaw predecease Gary A. Dashnaw, her husband, then the entire full, fee simple title in and to said real estate shall vest solely in Gary A. Dashnaw.

Although the real estate taxes may be prorated between the parties as of the day of closing, the grantees agree to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2008, although same may still be assessed in the names of the grantors.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantees, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

We hereby certify, under penalties as prescribed by law that the actual consideration paid for the real estate, conveyed by the foregoing and attached deed is \$42,000.00.

WITNESS the following signatures and seals:


Samuel L. Compher (SEAL)


Pamela D. Compher (SEAL)

STATE OF Virginia
COUNTY OF Loudan, TO WIT:

I, Teri L. Jackson, a Notary Public in and for the county and state aforesaid, do hereby certify that Samuel L. Compher and Pamela D. Compher, his wife, whose names are signed and affixed to the foregoing deed dated the 22nd day of August, 2007, have each this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 22 day of August, 2007.




Notary Public

My commission expires: 9-30-09

This instrument was prepared by
Julie A. Frazer, Attorney at Law,
56 East Main Street, Romney, West Virginia.

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Rec/Preserve \$10.00 \$1.00
Transfer Tax \$184.80
FPP Tax \$92.40
WV AHTF Tax \$20.00

CARL, KEATON
& FRAZER, PLLC
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