

**MARCUS R. WAINRIGHT**  
and  
**CHARLENE M. WAINRIGHT,**  
his wife

THIS DEED, made this 8<sup>th</sup> day of March, 2010,  
by and between Marcus R. Wainright and  
Charlene M. Wainright, his wife, grantors,  
parties of the first part, and Douglas Scott

**TO: DEED**

**DOUGLAS SCOTT ILES**

Iles, grantee, party of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars, (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration deemed valid at law, the said parties of the first part do, by these presents, grant and convey unto the said party of the second, with covenants of General Warranty of Title, all that certain tract or parcel of real estate known and designated as **Lot No. Sixty-One (61), Section 3, Phase 2, of Woodland Estates Subdivision, containing 5.117 acres, more or less,** situate in Sherman District of Hampshire County, West Virginia, which real estate is more fully described on a plat of said subdivision, duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book 5 at Page 109.

And being the same real estate that was conveyed unto Marcus R. Wainright and Charlene M. Wainright, his wife, by deed of Walter Clark, Jr., dated August 9, 2005, of record in the aforesaid Clerk's Office in Deed Book 446 at Page 412.

The following covenants, restrictions, reservations and conditions, all of which shall be deemed covenants running with the land, to wit:

- a. All driveway culverts shall be at least 20 feet from the centerline of the rights of way for the aforementioned roadways.

- b. A strip of land 20 feet in width along all side, rear and front lot lines of the subject real estate is hereby expressly reserved for the purpose of a right of way for the construction, installation and maintenance of electrical service, water service, sewer service or other utilities that may become available from time to time.
- c. No rights of way shall be granted across the subject real estate for the purpose of providing a means of access to any adjoining real estate which is not a portion of Woodland Estates Subdivision.


The real estate herein conveyed is subject to any rights, ways, restrictions, covenants or easements which may affect the same and which are of record in the aforesaid Clerk's Office.


Although the real estate taxes may be prorated between the parties as of the day of closing, the grantee agrees to assume and solely responsible for the real estate taxes beginning with the calendar year 2010, although same may still be assessed in the names of the grantors.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, 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 \$15,500.00. The grantors further affirm that they are nonresidents of the State of West Virginia, and are therefore subject to the "withholding tax on West Virginia source income of nonresidents" pursuant to West Virginia Code § 11-21-71b.

signatures and seals:

  
\_\_\_\_\_  
Marcus R. Wainright (SEAL)

  
\_\_\_\_\_  
Charlene M. Wainright (SEAL)

COUNTY OF Wicomico, TO WIT:

Given under my hand and Notarial Seal this 8 day of March, 2010.

William E. Smar  
Notary Public

Williamae Smaw, Notary Public  
Wicomico County  
State of Maryland

My Commission Expires June 15, 2011

Notary Seal

This instrument prepared by  
Julie A. Frazer, Attorney at Law,  
Carl, Keaton & Frazer, PLLC,  
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