

72742

CLINTON L. GARLAND AND  
CARLA J. GARLAND,  
HIS WIFE

TO: DEED

PEPPER L. GARLAND AND  
BRENDA S. GARLAND,  
HIS WIFE

THIS DEED, made this 31st day of  
January, 2008, by and between Clinton  
L. Garland and Carla J. Garland, his  
wife, grantors, parties of the first  
part, and Pepper L. Garland and Brenda  
S. Garland, 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, 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 parties of the second part as joint tenants with full rights of  
survivorship as hereinafter enumerated, and with covenants of Special  
Warranty of Title, all that certain tract or parcel of real estate  
containing approximately 59.2185 acres, more or less, situate along West  
Virginia Secondary Route 1/1, approximately 0.7 mile east of the  
intersection of West Virginia Secondary Routes 1/1 and 3, in Springfield  
District, Hampshire County, West Virginia, being the remaining portion of  
that certain original tract of real estate conveyed unto F. Kenneth Adams,  
et ux, as containing 110.41 acres, more or less, LESS, HOWEVER, all that  
certain tract or parcel of real estate containing 49.7780 acres, more or  
less, which has been designated into lots for resale and is now known as  
Spring Ridge Subdivision, as more particularly bounded and described as  
shown on that certain plat of Phase I of Spring Ridge Subdivision which is  
of record in the Office of the Clerk of the County Commission of Hampshire  
County, West Virginia, in Map Book No. 9, at page 17; and in any event  
this is a conveyance in gross of the remainder of the original 110.41 acre  
parcel, less the Spring Ridge, Phase I Subdivision, as shown on the above  
referenced Plat, and is designated on the 2007 Hampshire County Land Books  
as containing 59.2185 acres.

And being all of the realty conveyed unto the grantors herein by deed  
of F. Kenneth Adams, et ux, dated the 19th day of January, 2001, and of  
record in the Office of the Clerk of the County Commission of Hampshire  
County, West Virginia, in Deed Book No. \_\_\_\_, at page \_\_\_\_, to which said  
deeds and all other deeds in this chain of title, reference is hereby made

for all pertinent and proper reasons.

There is further reserved unto F. Kenneth Adams, et ux, and conveyed unto the grantees herein a 40 foot wide right of way leading from County Route 1/1 over the existing roadway as depicted on the above referenced Plat for Spring Ridge Subdivision, Phase I, to the realty herein conveyed, and is more particularly described as being the lines designated as Lines 23 through 53 as shown on the aforesaid Plat of Spring Ridge Subdivision< phase I, which is by reference incorporated herein. This is a non-exclusive right of way and shall be used by all persons having a legal right to use same, including all lot owners in the aforesaid Spring Ridge Subdivision, Phase I, and the grantors herein. Further, the grantees herein shall pay unto the prior grantors herein or any subsequent Property Owners Association or like organization collecting road maintenance fees for said subdivision in an amount equal to that of one lot owner, which at this time is \$100.00 per year. Further, any subdivision of said realty herein conveyed shall be done so subject to the same requirement that the owner of each additional lot or tract shall also be responsible for a like road maintenance fee as this is a covenant running with the land.

Said real estate is further conveyed unto the grantees, their heirs, successors, and assigns, subject to the covenant and stipulation that any further subdivision of the approximately 59.2185 acres conveyed herein into any lots less than 20 acres in size, except for one remainder lot, shall be done so subject to and together with all those certain covenants and restrictions as set forth in that certain instrument titled Restrictive Covenants, Conditions, and Restrictions for Spring Ridge Subdivision, Phase I, dated December 2, 1998, and which is of record in the aforesaid Clerk's Office in Deed Book No. 389, at page 8, as it is the grantors' intention that any further subdivision be done in accordance with the same covenants, restrictions, and protection as afforded Phase I of Spring Ridge, Phase I, Subdivision, including the formation of a Homeowners Association and all other restrictions and covenants contained therein.

#### RIGHT OF FIRST REFUSAL

There is further reserved unto F. Kenneth Adams and D. Maxine Adams, his wife, only, a Right of First Refusal to repurchase said realty or any

portion thereof which grantees shall subsequently desire to sell, which shall require Grantees herein to provide to F. Kenneth and D. Maxine Adams a copy of any real estate sales contract from a bona fide purchaser, and they would then have thirty days to match said offer and exercise their Right of First Refusal, and they would then have an additional thirty days to close on the purchase of said realty. In no event, shall the Grantees sell any of said real estate to a purchaser for less than that refused by F. Kenneth and D. Maxine Adams. Further, a written Release must be executed to release the Right of First Refusal. The parties further agree, however, that this Right of First Refusal will be subordinate to any First Lien Mortgage placed on the property. F. Kenneth Adams and D. Maxine Adams do now join in the execution of this deed for the sole and limited purpose of RELEASING said Right of First Refusal but only insofar as it applies to this conveyance from Clinton L. Garland, et ux, unto Pepper L. Garland, et ux, and the Right of First Refusal shall remain binding on the grantees herein, their heirs, successors and assigns, as to any future transactions as set forth above. Therefore, the Adams' consent to this conveyance and release their right of first refusal for this transaction only and same shall remain in full force and effect against Pepper L. Garland, et ux, their heirs, successors and assigns.

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 Pepper L. Garland predecease his wife, Brenda S. Garland, then the entire full, fee simple title in and to said real estate shall vest solely in Brenda S. Garland; and should Brenda S. Garland predecease her husband, Pepper L. Garland, then the entire full, fee simple title in and to said real estate shall vest solely in Pepper L. Garland.

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 all real estate taxes beginning with the year of 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, as joint tenants with rights of survivorship, 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 the contract and agreement of the grantees herein to assume and take sole responsibility for the repayment of a Promissory Note executed by the grantors herein and the grantees herein payable unto Summit Community Bank in the original amount of \$113,000.00, dated March 11, 2003, and the payoff on said Note being assumed by the grantees herein is now \$103,788.77. Pepper L. Garland and Brenda S. Garland also join in the execution of this deed for the purpose of agreeing to Carla J. Garland being individually released from the obligation of repayment of said Promissory Note by Summit Community Bank, as grantees shall be solely liable and responsible for the repayment of the above described indebtedness owed to Summit Community Bank with a payoff at this time in the amount of \$103,788.77, and to acknowledge that they are aware that a deed of trust securing the repayment of said Note in favor of Summit Community Bank encumbers said realty conveyed herein which is of record in the aforesaid Clerk's Office in Deed Trust Book 361, Page 476, and the grantees herein do agree to remain to be bound by the terms and provisions thereof.

WITNESS the following signatures and seals:

Clinton L. Garland (SEAL)  
Clinton L. Garland

Carla J. Garland (SEAL)  
Carla J. Garland

Pepper L. Garland (SEAL)  
Pepper L. Garland

Brenda S. Garland (SEAL)  
Brenda S. Garland

F. Kenneth Adams (SEAL)  
F. Kenneth Adams

D. Maxine Adams (SEAL)  
D. Maxine Adams

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Timothy A. Keaton a Notary Public, in and for the county and state aforesaid, do hereby certify that Carla J. Garland, whose name is signed and affixed to the foregoing deed dated the 31st day of January

mailed: 8-13-04  
m/m Pepper Garland  
P.O. Box 154  
Springfield, W.V. 26763

BOOK 434 PAGE 803

63901

DAVID E. HAINES

TO: DEED

PEPPER L. GARLAND AND  
BRENDA S. GARLAND, HIS WIFE

THIS DEED, Made this 28<sup>th</sup> day of July,  
2004, by and between David E. Haines,  
grantor, party of the first part, and  
Pepper L. Garland and Brenda S.  
Garland, 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, receipt whereof being hereby acknowledged,  
the said party of the first part does, 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, all that certain  
tract or parcel of real estate originally containing 41.082 acres, more  
or less, situate in Springfield District, Hampshire County, West  
Virginia,

**LESS, HOWEVER,** that certain outconveyance containing 7.161 acres,  
more or less, of record in the Office of the Clerk of the County  
Commission of Hampshire County, West Virginia, in Deed Book No. 220, at  
page 166, and,

**LESS, HOWEVER,** that certain outconveyance containing 10.072 acres,  
more or less, of record in the aforesaid Clerk's Office in Deed Book No.  
232, at page 477,

**THUS LEAVING,** for purposes of this conveyance, **23.849 acres,** more  
or less, being all of Tax Map 7, parcel 3.3. This conveyance is made in  
gross, and not by the acre.

And being the remainder of the same real estate originally conveyed  
unto Lena V. Bearinger by deed of Granville Moreland, et ux, dated July  
23, 1976, and of record in the aforesaid Clerk's Office in Deed Book No.  
217, at page 608, to which deed reference is made for all pertinent and  
proper reasons.

The said Lena V. Bearinger subsequently died testate, and by the  
provisions of her Last Will and Testament, dated November 21, 1991,  
probated September 17, 1996, and of record in the aforesaid Clerk's  
Office in Will Book No. 43, at page 649, she did devise the above  
described real estate unto David E. Haines, the grantor herein.

This conveyance is subject to that certain Boundary Line Agreement  
dated July 27, 1976, of record in the aforesaid Clerk's Office in Deed  
Book No. 219, at page 770.

CARL, KEATON  
& FRAZER, PLLC  
ATTORNEYS AT LAW  
56 E. MAIN STREET  
ROMNEY, WV 26757



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 Pepper L. Garland predecease his wife, Brenda S. Garland, then the entire full, fee simple title in and to said real estate shall vest solely in Brenda S. Garland; and should Brenda S. Garland predecease her husband, Pepper L. Garland, then the entire full, fee simple title in and to said real estate shall vest solely in Pepper L. Garland.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantees agree to assume and be solely responsible for the real estate taxes beginning with the calendar year 2004, although same may still be assessed in the name of the grantor.

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

I 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

WITNESS the following signature and seal:

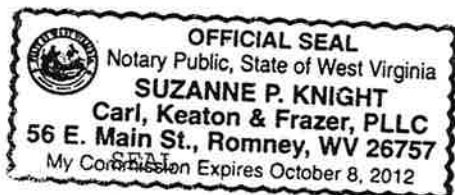
David E. Haines (SEAL)  
David E. Haines

STATE OF WEST VIRGINIA,

COUNTY OF Hampshire, TO WIT:

I, Suzanne P. Knight, a Notary Public in and for the county and state aforesaid, do certify that David E. Haines, whose name is signed and affixed to the foregoing deed, dated the 28<sup>th</sup> day of July, 2004, has this day, after being first duly sworn, acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 5th day of August, 2004.



Suzanne P. Knight  
Notary Public

This instrument was prepared by William C. Keaton, Attorney at Law, Romney, West Virginia.  
Njhdeeds/7-28-04  
wck/Garland.Haines 23.849ac

CARL, KEATON  
FRAZER, PLLC  
ATTORNEYS AT LAW  
56 E. MAIN STREET  
ROMNEY, WV 26757

HAMPSHIRE COUNTY COMM.  
DEED  
CLERK 03  
Date/Time 08/06/2004 11:02  
Inst #: 63240  
Book/Page 434- / 803-  
Recd/Tax 138.60  
127.60

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 8/6/04 11:02am.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.