

CHARLES D. HAINES, EXECUTOR OF
 THE ESTATE OF KENNETH F.
 HAINES, SR.

THIS DEED, Made this 2nd day of
 June, 2014, by and between Charles D.
 Haines, Executor to the Estate of
 Kenneth F. Haines, Sr., grantor, party
 of the first part, and Barry E. Baer,
 grantee, party of the second part,

TO: DEED

BARRY E. BAER

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 party of the first part does, by these presents, grant and convey to the said party of the second part with Covenants of General Warranty of Title, and to be free and clear of all liens and encumbrances, all those certain tracts or parcels of real estate known and designated as **Lot Nos. 10, 27, and 28 of Hampshire Heights Subdivision**, and all that certain tract or parcel of real estate **containing 0.225 acres**, more or less, all situate in Bloomery District of Hampshire County, West Virginia, together with all easements and appurtenances thereunto belonging. There is a plat of Lot No. 10 of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia prepared by Vernon C. Whitacre, Surveyor, in Deed Book 215 at Page 545. There is a plat of Lot Nos. 27 and 28 of record in said Clerk's Office in Deed Book 283 at Page 34. There is a description of survey and plat of said 0.225 acre parcel of record in said Clerk's Office in Deed Book 306 at Pages 754-756, respectively. Reference is hereby made to each of said plats for a more particular metes and bounds description of the parcels of real estate described herein, for all pertinent and proper reasons. Said real estate are contiguous and have been consolidated for tax purposes, and are depicted on the 2013 Hampshire County Land Books as District 01, Tax Map 40, Parcel 19.

Lot No. 10 is the same real estate which was conveyed unto the Kenneth F. Haines, Sr., and Madge L. Haines, his wife, by deed of Woodrow J. Sine and Audra Sine, his wife, dated March 18, 1976, and recorded in the aforesaid Clerk's Office in Deed Book 215 at Page 541.

Lot Nos. 27 and 28 are the same real estate which was conveyed unto Kenneth F. Haines, Sr. and Madge L. Haines, his wife, by deed of Terry L. Haines, et ux, dated January 27, 1986, and recorded in said Clerk's Office in Deed Book 283 at Page 30.

Said 0.225 acre parcel is the same real estate which was conveyed unto Kenneth F. Haines, Sr. and Madge L. Haines, his wife, by deed of Gay Shanholtz and Helen Shanholtz, his wife, dated June 30, 1988, and recorded in said Clerk's Office in Deed Book 306 at Page 751.

And further being the said Madge L. Haines died on January 17, 2012, whereupon full fee simple title to the subject land vested in Kenneth F. Haines, Sr.; the said Kenneth F. Haines, Sr., died on March 15, 2014, and by his Last Will and Testament, dated August 2, 1976, recorded March 26, 2014, in the aforesaid Clerk's Office in Will Book 61 at Page 488, devised the subject real estate unto Charles D. Haines, in trust until the last child attains the age of 21 years, for the benefit of the children of Kenneth F. Haines, Sr., living at the time of his death. Kenneth F. Haines, Sr., was survived by four of his children, namely, Charles D. Haines, Terry Lee Haines, Cathy Williams, and Tracy Bailey, who have all reached the age of 21 years, thus, no trust was created.

It is agreed that should the grantee be compelled to pay any amount of any lien or assessment for any reason due to the fact that the Estate of Kenneth F. Haines, Sr., has not been settled and by reason of the insufficiency of the remainder of the assets in said estate to make such payment and such payment by the grantee to be required in order to protect or clear title to the interest conveyed hereby, then the grantor shall reimburse the grantee the said amount he may be so compelled to pay.

The real estate herein conveyed is subject to any rights, ways, easements, restrictions or reservations which may affect the same and which are of record in the aforesaid Clerk's Office, and in particular those certain covenants and restrictions contained in deeds of record in the aforesaid Clerk's Office in Deed Book 172 at Page 389, and Deed Book 283 at Page 30, and any and all amendments thereto.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantee agrees to assume and be solely responsible for the real estate taxes beginning with the calendar year 2014, although same may still be assessed in the name of the grantor.

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.