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Recorded: 10/10/2018 at 09:18:59 AM  
Fee Amt: \$64.00 Page 1 of 11  
Instr# 201800003488  
Rutherford County, NC  
Rachel Thomas Register of Deeds

BK 2016 PG 4212-4222

## NORTH CAROLINA DEED OF TRUST AND FIXTURE FILING

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_

Parcel Identifier No. \_\_\_\_\_ Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_

✓ This instrument was prepared by and may be returned to: Bradley Arant Boult Cummings LLP, 214 N. Tryon Street, Suite 3700, Charlotte, North Carolina 28202, Attn: Dana Lumsden  
PIN/PID: 1626177, 1646473, 1648130, 1648196, 1648194, 1646474, and 1649694  
Brief description for the Index: 151 Lake Hill Farm Road, Mooresboro, North Carolina

(This Document Constitutes a Fixture Filing under §9-502 of the North Carolina Uniform Commercial Code.)

THIS DEED of TRUST made effective the 9<sup>th</sup> day of October 2018, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
<b>LISA BETH STANLEY</b> 3150 E. 750 S. Lebanon, IN 46052	<b>DANA LUMSDEN</b> 214 N. Tryon Street, Suite 3700 Charlotte, North Carolina 28202	<b>CARLA B. HERWITZ, TRUSTEE OF THE JOAN SNIDER SONNABEND TRUST</b> 2275 South Ocean Blvd. Apt. 301 South Palm Beach, FL 33481

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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The designation Grantor, Trustee, and Beneficiary 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 whereas the Grantor is indebted to the Beneficiary in the principal sum of Seven Hundred Twenty Thousand and 00/100 Dollars (\$720,000.00), as evidenced by a North Carolina Purchase Money Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is December 15, 2021.

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorney's fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, all of that certain lot, parcel of land or condominium unit situated in the City of Mooresboro, Rutherford County, North Carolina, (the "Premises") and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH any and all tangible property now or hereafter owned by Grantor and now or hereafter located at, affixed to, placed upon or used in connection with the Premises, or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, underpadding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarm, safety, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washing, vacuuming, landscaping, pool and recreational equipment and supplies; all books, records and software; and any other items of property, wherever kept or stored, if acquired by Grantor with the intent of incorporating them in and/or using them in connection with the Premises or any improvements located thereon; together also with all additions thereto and replacements and proceeds thereof; all of which foregoing items described in this paragraph are hereby declared to be part of the real estate and encumbered by this Deed of Trust.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorney's fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the

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Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of **\$3000.00** whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorney's fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** For so long as the Note secured hereby remains unpaid, Grantor, at Grantor's expense, shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary as follows:

- a. **All-Risk.** Comprehensive all-risk insurance on the improvements and the personal property, in each case (i) in an amount equal to 100% of the "**Full Replacement Cost**," which for purposes of this Agreement shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings), (ii) containing an agreed amount endorsement with respect to the improvements and personal property waiving all co-insurance provisions; (iii) providing for no deductible in excess of \$5,000; (iv) providing for repairs and alteration coverage; and (v) providing coverage for contingent liability from Operation of Building Laws, Demolition Costs and Increased Cost of Construction Endorsements, together with an "Ordinance or Law Coverage" or "Enforcement" endorsement, if any of the Improvements or the use of the Project shall at any time constitute legal non-conforming structures or uses;
- b. **Liability.** Commercial general liability insurance against claims for personal injury, bodily injury, death or property damage (including liabilities as a result of repairs and alterations) occurring upon, in or about the Project, such insurance (i) to be on the so called "occurrence" form with a combined single limit of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate; and (ii) to continue at not less than the aforesaid limit until required to be changed by Beneficiary in writing by reason of changed economic conditions making such protection inadequate;
- c. **Flood.** A policy of flood insurance, if required by applicable governmental regulations, in no event less than the maximum limits available through the National Flood Insurance Program;
- d. **Other.** Such other insurance and in such amounts as Beneficiary from time to time may request against such other insurable hazards which at the time are available on commercially reasonable terms for properties located in or around the region where the Project is located and are customarily required by institutional lenders with respect to projects similar to the Project.

All insurance provided for in this section shall be obtained under valid and enforceable policies (the "**Policies**" or in the singular, the "**Policy**"), and Borrower shall provide to Beneficiary insurance certificates or other evidence of coverage in form acceptable to Beneficiary, with coverage amounts, deductibles, limits and retentions as required by Beneficiary. Borrower's insurance policies shall contain a provision that the insurer will give to the first named insured at least thirty (30) days advance written notice of policy cancellation and ten (10) days advance written notice for non-payment of premium. Borrower agrees to provide to Beneficiary thirty (30) days advance written notice of policy cancellation, but in any event, no later than three (3) days following Borrower's receipt of notice of cancellation from Borrower's insurance carrier. All insurance policies shall be issued and maintained by insurers approved to do business in the state in which the Property is located and must have an A.M. Best Company financial rating and policyholder surplus acceptable to Beneficiary. All Policies provided for or contemplated by this Section, shall name Beneficiary as additional insured under liability policies and as mortgagee/loss payee under property policies, as its interests may appear, and in the case of property and flood insurance, shall contain a so called standard non-contributing mortgagee clause in favor of Beneficiary, which may be in the form of an additional insured endorsement, providing that the loss thereunder shall be payable to Beneficiary in accordance with the terms of this Agreement. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

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2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor hereby irrevocably assigns to Beneficiary all of Grantor's right, title and interest in and to present and future leases of the Premises or any portion thereof and any guaranties, renewals or extensions thereof, together with Grantor's right, title and interest in and to any other lease(s), whether written or unwritten, heretofore or hereafter entered into and demising any part of the Premises, and all rents, issues and profits derived from the Premises and any portion thereof. This is a present and absolute assignment, not an assignment for security purposes only, and Beneficiary's right to the lease(s) and all rents, issues and profits is not contingent upon, and may be exercised without, possession of the Premises.

It is mutually agreed between Beneficiary and Grantor that until (a) any default shall occur under this Deed of Trust or the Note beyond any applicable notice and cure periods or (b) any default shall occur in the making of any of the payments provided for in this Deed of Trust or the Note beyond any applicable notice and cure periods (each a "Default"), Grantor shall have a revocable license (the "License") to collect and retain the rents, issues and profits accruing from the Premises as they become due and payable, but not more than one (1) month in advance (provided however, Grantor may collect the first month's rent together with any applicable security deposit thereunder upon or after lease execution even if such amounts are being collected more than 1 month in advance). In the event of any Default, the License shall be automatically revoked and Beneficiary may collect and apply the rents, issues and profits pursuant to the terms hereof without notice and without taking possession of the Premises. Upon a Default and so long as such Default is continuing, all payments collected by Grantor shall be held by Grantor as trustee under a constructive trust for the benefit of Beneficiary. Upon a Default and so long as such Default is continuing, Beneficiary may apply, in its sole discretion, any rents, issues and profits so collected by Beneficiary against any Indebtedness. Collection of any rents, issues and profits by Beneficiary shall not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice.

In the event of any such Default and so long as such Default is continuing, Grantor hereby expressly authorizes Beneficiary, at its sole option, to enter upon the Property or any part thereof, by its officers, agents, or employees, for the collection of the rents, issues and profits, subject to the terms and conditions of any applicable leases. In addition, in the event of any such Default and so long as such Default is continuing, Beneficiary shall have the right, but not the obligation, to operate and maintain the Property, and Grantor hereby authorizes Beneficiary in general to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that the Grantor might so act.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he 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 he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

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**THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises, without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS. **This is a North Carolina Purchase Money Deed of Trust made to secure a Purchase Money Note.**

16. EFFECTIVE AS A FIXTURE FINANCING STATEMENT. This Deed of Trust shall be effective as a fixture financing statement filed as a fixture filing with respect to all fixtures included within the Premises and is to be filed for record in the real estate records of each county where any part of the Premises (including said fixtures) is situated. This Deed of Trust shall also be effective as a financing statement covering as-extracted collateral

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(including oil and gas), accounts and general intangibles under the Uniform Commercial Code, as in effect from time to time, and the Uniform Commercial Code as in effect from time to time, in any other state where the Premises is situated which will be financed at the wellhead or minehead of the wells or mines located on the Premises and is to be filed for record in the real estate records of each county where any part of the Premises is situated. This Deed of Trust shall also be effective as a financing statement covering any surplus of withheld funds resulting from the invalidity of "stop notice" claims or the failure of claimants to prosecute their claims to judgment and any other Premises in which an interest can be perfected by filing and may be filed in any other appropriate filing or recording office. For purposes of complying with the requirements of Section 25-9-502 of the North Carolina General Statutes, the name of Grantor, as Debtor, and Beneficiary, as Secured Party, and the respective addresses of Grantor, as Debtor, and Beneficiary, as Secured Party, are set forth on the first page of this Deed of Trust; the types or items of Collateral are described on page 2 of this Deed of Trust; and the description of the Premises is set forth on Exhibit A attached hereto. A carbon, photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section.

[Signature Page Follows.]

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

Lisa Beth Stanley (SEAL)  
LISA BETH STANLEY

State of North Carolina  
County of Polk

I, the undersigned Notary Public of the County and State aforesaid, certify that Lisa Beth Stanley, an individual resident of the state of Indiana personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and stamp or seal this 9 day of OCTOBER, 2018.

My Commission Expires: 12-01-2021

John C. Henderson  
John C. Henderson Notary Public

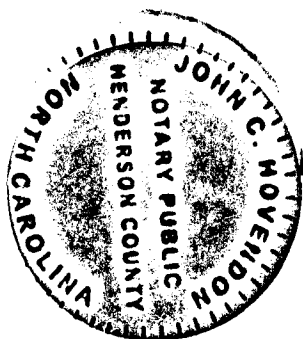


Exhibit A

Lying in High Shoals Township, Rutherford County, North Carolina and being more particularly described as follows:

**TRACT 1:**

BEGINNING at a point in the center of Broad River, the northeast corner of the 135 acre tract as described in the deed of correction from Grover K. Carver et al to David Portman and wife, Margaret Portman, dated March 19, 1982, and of record in Deed Book 433, at Page 45, Rutherford County Registry, and runs thence South 26 deg. 20 min. 24 sec. West 80 feet to an existing iron pin at the south bank of Broad River, the northwest corner of the Joseph K. Stewart 118.13 acre tract as described in deed book 426, at page 213, Rutherford County Registry; thence with line of the original 135 acre tract and with line of the Stewart 118.13 acre tract, South 26 deg. 20 min. 24 sec. West 373.75 feet to an existing iron pin, old corner; thence with line of said original tract, and with said Stewart tract, South 05 deg. 06 min. East 389.60 feet to an existing iron pin, old corner; thence with another line of said original tract and said Stewart tract, South 19 deg. 31 min. 30 sec. West 380.24 feet to an iron pin on the south side of a Duke Power Company 200 foot wide right of way, a new corner; thence a new line, and along the south side of said right of way, South 74 deg. 52 min. 29 sec. West 1501.45 feet to an iron pin in the center of Old Camp Ferry Road; thence with the center of Old Camp Ferry Road, North 05 deg. 00 min. 43 sec. West 203.16 feet to an iron pin, North 02 deg. 55 min. 47 sec. East 111.25 feet, North 11 deg. 13 min. 59 sec. West 98.34 feet to an iron pin, North 00 deg. 19 min. 28 sec. West 136.77 feet to an iron pin, and North 00 deg. 19 min. 28 sec. West 237.49 feet to an iron pin; thence leaving Old Camp Ferry Road, another new line, North 34 deg. 10 min. 28 sec. West (passing an iron pin at 686.74 feet) 1519.46 feet to a point in the center of Broad River; thence with the center of Broad River as follows: North 47 deg. 14 min. 58 sec. East 264.50 feet, North 47 deg. 14 min. 58 sec. East 507.27 feet, North 47 deg. 14 min. 58 sec. East 325.47 feet, North 71 deg. 44 min. 14 sec. East 161.81 feet, South 88 deg. 27 min. 50 sec. East 357.76 feet. South 60 deg. 54 min. 23 sec. East 360.34 feet. South 53 deg. 32 min. 18 sec. East 384.16 feet, South 30 deg. 00 min. 27 sec. East 433.82 feet, South 42 deg. 43 min. 10 sec. East 386.20 feet and South 43 deg. 46 min. 21 sec. East 303.92 feet to the point and place of the Beginning, and containing 104.69 acres, more or less.

There is also conveyed herewith, across the remaining lands of David Portman and wife, Margaret Portman, as a means of ingress and egress to and from the 104.69 acre tract hereinabove described and North Carolina State Secondary Road No. 2108 (Lake Hill Road) a 30 foot wide easement along an existing roadway, the center line of which is described as follows: Beginning at a point in the center of the cul-de-sac of said Road No. 2108, and runs thence North 19 deg. 54 min. 45 sec. East 34.29 feet, North 21 deg. 27 min. 49 sec. East 115.28 feet, North 28 deg. 42 min. 06 sec. East 239.03 feet, North 36 deg. 23 min. 08 sec. East 90.16 feet, North 50 deg. 21 min. 55 sec. East 148.63 feet, North 42 deg. 33 min. 05 sec. East 406.63 feet, North 41 deg. 00 min. 37 sec. East 96.70 feet, North 53 deg. 08 min. 22 sec. East 199.09 feet, North 45 deg. 31 min. 47 sec. East 160.57 feet and North 32 deg. 19 min. 27 sec. East 99.87 feet to an iron pin in the center of Old Camp Ferry Road marking the terminus of the 9<sup>th</sup> call in the description hereinabove of the 104.69 acre tract.

It is understood, however, that said existing roadway now has a fence running along each side thereof, and that this easement does not convey any right to tear down or remove or relocate said fences without the written permission of David Portman and wife, Margaret Portman, or their heirs and assigns, which consent shall not be unreasonably withheld and provided that any expenses involved in the removal or relocation or such fences shall be borne by the Grantee herein.

A reduced (not to scale) photocopy of the plat of survey hereinabove referred to is attached to the deed from David Portman and wife, Margaret Portman, dated January 16, 1991, and of record in Deed Book 571, at Page 402, Rutherford County Registry, in further aid of description.

Together with, and subject to all rights, covenants, agreements and restrictions of record applicable to the above-described property.

Subject to all restrictions and ordinances of the county of Rutherford.

And being a portion of the property described in the deed recorded in Book 571 at Page 402 in the Rutherford



County, NC Register of Deeds Office.

LESS AND EXCEPT the property described in the Deeds recorded in Book 730 at Page 549 and in Book 662 at Page 3 in the Rutherford County, NC Register of Deeds Office.

**Tract 2:**

Lying northwest of the terminus of Lake Hill Road, S.R. 2108, and being a portion of the Portman property described in Deed Book 433, Page 45 and being a part of Tax Map 421-1-2 and being described in accordance with a plat of survey done by Professional Surveying Services dated January 7, 1991, revised July 15, 1997, and revised September 2, 1997 as follows:

Beginning at a railroad spike, said railroad spike being located at North 19 deg. 58 min. 27 sec. East 34.30 feet from the railroad spike located in the center of the cul de sac at the terminus of Lake Hill Road, said beginning railroad spike also being the common easternmost corner of the tract described herein and the Nora Byrd Davis property described in Deed Book 226, Page 98, and running thence from said beginning railroad spike along and with the Davis boundary on the following calls: North 58 deg. 44 min. 18 sec. West 277.13 feet to a new iron pin; thence North 67 deg. 54 min. 01 sec. West 1155.00 feet to an existing iron pin located in the Lillian B. Davis property described in Deed Book 503, page 521; thence leaving the Nora Byrd Davis boundary and running along with the Lillian B. Davis boundary on the following calls: North 25 deg. 13 min. 11 sec. East 848.16 feet to an existing iron pin; thence North 55 deg. 48 min. 47 sec. East 825.00 feet to a new iron pin; thence North 29 deg. 10 min. 00 sec. West 512.02 feet, passing a new iron pin at 372.89 feet to a point in the center of Broad River as it meanders North 72 deg. 17 min. 40 sec. East 517.07 feet to a point; thence leaving the river and running along the hollow on the following new lines: South 19 deg. 54 min. 36 sec. East 684.63 feet to a point; thence South 02 deg. 47 min. 35 sec. West 230.44 feet to a point; thence South 10 deg. 13 min. 18 sec. East 171.04 feet to a point; thence South 09 deg. 00 min. 18 sec. East 130.58 feet to a point; thence South 36 deg. 35 min. 28 sec. East 359.93 feet to a point; thence South 45 deg. 50 min. 46 sec. West 200.82 feet to a new iron pin; thence South 12 deg. 49 min. 55 sec. east 271.70 feet to a point in the centerline of a 30 foot driveway right of way described in Deed Book 571, Page 403, passing a new iron pin at 265.80 feet; thence running along and with the centerline of the 30 foot right of way on the following calls: South 42 deg. 33 min. 05 sec. West 86.81 feet to a point; thence South 50 deg. 21 min. 55 sec. West 148.63 feet to a point; thence South 36 deg. 23 min. 08 sec. West 90.16 feet to a point; thence South 28 deg. 42 min. 08 sec. West 239.03 feet to a point; thence South 21 deg. 16 min. 59 sec. West 115.49 feet to the point and place of beginning and containing 51.13 acres, more or less.

Together with, and subject to all rights, covenants, agreements and restrictions of record applicable to the above-described property.

And being a portion of the property described in the deed recorded in Book 701 at page 188 in the Rutherford County, NC Register of Deeds Office.

LESS AND EXCEPT the property described in the Deeds recorded in Book 1028 at Page 234 and in Book 924 at Page 59 and in Book 893 at Page 158 in the Rutherford County, NC Register of Deeds Office.

**Tract 3:**

Lying northwest of the terminus of Lake Hill Road, S.R. 2108, and being a portion of the Portman property described in Deed Book 433, Page 45 and being part of Tax Map 421-1-2 and being described in accordance with a plat of survey done by Professional Surveying Services dated January 7, 1991, revised July 15, 1997, and revised September 2, 1997 as follows:

BEGINNING at a new iron pin located 2.00 feet East of the centerline of a trail known as Old Camp Ferry Road, said beginning new iron pin being located North 05 deg. 00 min. 43 sec. West 203.16 feet, North 02 deg. 55 min. 47 sec. East 38.60 feet from the existing iron pin which marks the southwesternmost corner of the Joan S. Sonnabend 100.63 acre tract described in Deed Book 571, Page 402, said beginning new iron pin also being the common easternmost corner of the tract described herein and the remaining Portman property described in Deed Book 435, Page 45, and running thence from said beginning new iron pin along the following new lines: South 89 deg. 09 min.

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56 sec. West 151.62 feet to a new iron pin; thence North 65 deg. 09 min. 25 sec. West 132.56 feet to a new iron pin; thence North 34 deg. 52 min. 53 sec. West 216.26 feet to a new iron pin; thence South 45 deg. 50 min. 46 sec. West 200.82 feet to a point, said point being the common southernmost corner of the tract described herein and the 51.13 acre tract this day conveyed to Sonnabend; thence leaving the Portman boundary and running along with the 51.13 acre boundary and the hollow on the following calls: North 36 deg. 35 min. 28 sec. West 359.93 feet to a point; thence North 09 deg. 00 min. 18 sec. West 130.58 feet to a point; thence North 10 deg. 13 min. 18 sec. West 171.04 feet to a point; thence North 02 deg. 47 min. 35 sec. East 230.44 feet to a point; thence North 19 deg. 54 min. 36 sec. West 684.63 feet to a point in the center of Broad River; thence leaving the 51.13 acre boundary and running along with the river North 49 deg. 43 min. 40 sec. East 136.69 feet to a point; thence North 17 deg. 10 min. 50 sec. East 173.92 feet to a point, said point being the common northernmost corner of the tract described herein and the aforesaid Sonnabend 100.63 acre tract; thence leaving the river and running along and with the Sonnabend boundary South 34 deg. 10 min. 28 sec. East 1519.48 feet, passing a new iron pin at 232.93 feet, and an iron pin at 832.73 feet, to an existing iron pin located in the Old Camp Ferry Road; thence continuing with the Sonnabend boundary and Old Camp Ferry Road on the following calls: South 00 deg. 19 min. 28 sec. East 237.49 feet to a point, thence South 00 deg. 19 min. 28 sec. East 136.78 feet to an existing iron pin; thence South 11 deg. 13 min. 59 sec. East 98.34 feet to an existing iron pin; thence South 02 deg. 55 min. 47 sec. West 72.65 feet to the point and place of beginning and containing 19.81 acres, more or less.

Together with, and subject to all rights, covenants, agreements and restrictions of record applicable to the above-described property.

And being the same property described in the deed recorded in Book 701 at Page 192 in the Rutherford County, NC Register of Deeds Office.

**Tract 4:**

Being all of Lot 3, 5.00 Acres, more or less, as shown on a Plat entitled "Joan S. Sonnabend," by Professional Surveying Services, bearing map number 22703, dated April 7, 2011, and recorded in Plat 32, Page 42 of the Rutherford County Register of Deeds; which plat is hereby incorporated by reference and to which plat reference is hereby made for a full and accurate description.

Together with, and subject to all rights, covenants, agreements and restrictions of record applicable to the above-described property.

**Tract 5:**

And being a portion of the property described in Deed recorded in Deed Book 571, at page 402, Rutherford County Registry, and being more particularly described according to the plat prepared by Nathan Odom, Registered Land Surveyor, Licensure Number L-2718, dated July 10, 2008, as follows:

BEGINNING at a new iron pin, same being located North 74 deg. 52 min. 29 sec. East 375.32 feet from an existing iron pin on the south side of Duke Power transmission lines, said existing iron pin being the southwestern most corner of the 104.69 acre tract conveyed to Joan S. Sonnabend by deed recorded in Deed Book 571, Page 402, Rutherford County Registry, and proceeding from said beginning point North 45 deg. 33 min. 37 sec. West 511.08 feet to a new iron pin; thence North 35 deg. 46 min. 14 sec. East 184.52 feet to a new iron pin; thence, South 45 deg. 32 min. 45 sec. East 112.35 feet to a new iron pin; thence, South 73 deg. 52 min. 39 sec. East 887.05 feet to a new iron pin the southern boundary line of the aforesaid 104.69 acre tract conveyed to Joan S. Sonnabend by deed recorded in Deed Book 571, Page 402, Rutherford County Registry; thence, with the southern boundary line of the aforesaid Sonnabend 104.69 acre tract South 74 deg. 52 min. 29 sec. West 699.55 feet to the point and place of beginning, containing 5.0 acres, more or less, according to said survey, a copy of which is attached hereto for purposes of illustration.

Also conveyed herewith, and made subject hereto, is the right of ingress, egress and regress over and across that thirty foot wide Right of Way, known as Joanda Far Road, leading to and from the subject five (5) acre tract and North Carolina State Secondary Road No. 2108 (Lake Hill Road), said thirty foot Right of Way being more

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particularly described in those two deeds recorded in, respectively, Deed Book 571, Page 402, Rutherford County Registry, and in Deed Book 662, Page 03, Rutherford County Registry.

Also conveyed herewith, and made subject hereto, is the right of ingress, egress and regress over and across the existing driveways that lead to and from the aforesaid thirty foot wide Right of Way, known as Joanda Farm Road, and the one story frame house dwelling located on the subject five (5) acre tract conveyed herein.

The aforesaid Easements and Right of Ways are for the benefit of, and appurtenant to, the subject five (5) acre tract of Grantees described herein.

And being all of the 5.00 Acre tract shown on the plat recorded in Plat Book 29 at Page 210, Rutherford County, NC Registry. And being the same property described in the deed recorded in Book 973 at Page 430 and in Book 1053 at page 592 in the Rutherford County, NC Register of Deeds Office.

**Tract 6:**

Being that certain 0.51 acre parcel as shown on a survey entitled "Conveyance to Joan S. Sonnabend from Thomas Wayne Smith" by Professional Surveying Services dated February 21, 2011, bearing map number 22703, which is attached to that deed recorded in Book 1028 at Page 237 in the Rutherford County, North Carolina Register of Deeds Office and incorporated herein by reference.

Together with, and subject to all rights, covenants, agreements and restrictions of record applicable to the above-described property.

And being the same property described in the deed recorded in Book 1019 at Page 764 in the Rutherford County, NC Register of Deeds Office.

**Tract 7:**

Being all of Lot 1, 5.09 Acres, more or less, as shown on a Plat entitled "Joan S. Sonnabend" by Professional Surveying Services, bearing map number 22703, dated April 7, 2011, and recorded in Plat Book 32, Page 42 of the Rutherford County Register of Deeds; which plat is hereby incorporated by reference and to which plat reference is hereby made for a full and accurate description.

Together with, and subject to all rights, covenants, agreements and restrictions of record applicable to the above-described property.

And being the same property described in the deed recorded in Book 1028 at Page 237 in the Rutherford County, NC Register of Deeds Office.

All of the foregoing tracts being the same property described in the deed recorded in Book 1119 at Page 644 in the Rutherford County, NC Register of Deeds Office.

All of the foregoing tracts also being the same property described in the deed recorded in Book 2016 at Page 4205-4211 in the Rutherford County, NC Register of Deeds Office.