## Unofficial Document Unofficial Document

· · · ·	STATE OF NORTH CAROLINA	: RB 5 8 5 0 3 2 6
Surry Count	188.00	
	Peal Estate Excise Toy	
		95 JUN 30 13:10
		DEHNIS W "BUD" CAMERON REGISTER OF DEEDS SURRY COUNTY, N.C.
	Excise Tax /81.00	Recording Time, Book and Page
Tax Lot No	I	Parcel Identifier No.
		the day of
Mail after recordin	g to	**************************************
Brief description fo	r the Index	ERAL WARRANTY DEED
THIS DEED made	this 26th day ofJune	
	GRANTOR	GRANTEE -
	NS, legally separated; and wife, RUTH BINGHAM	LAND UNLIMITED, INC., a Virginia Corporation Route 1, Box 154 Fancy Gap, VA 24328
Enter in appropriate l	block for each party: name, address, and, if appr	opriate, character of entity, e.g. corporation or partnership.
	rantor and Grantee as used herein shall i lar, plural, masculine, feminine or neuter	include said parties, their heirs, successors, and assigns, and as required by context.
<del>-</del>	·	tion paid by the Grantee, the receipt of which is hereby n, sell and convey unto the Grantee in fee simple, all that
certain lot or narce	d of land situated in the City of	Stewarts Creek Township.

N. C. Bar Assoc, Form No. 3 @ 1976. Revised @ 1977 - James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055 Printed by Agreement with the N. C. Ber Assoc. - 1981

BY REFERENCE.

....Surry...... County, North Carolina and more particularly described as follows:

FOR DESCRIPTION OF PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

# Unofficial Document Unofficial Document

And the Granter on fee simple, has the right to conthe same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant defend the title gainst the lawful claims of all persons whomosever except for the exceptions hereinafter stated.  It is to the property hereinabove described is subject to the following exceptions:  If wireless whicheof, the Granter has between as his hand and sead er accomplished to the property hereinabove described is subject to the following exceptions:  If wireless whicheof, the Granter has between as his hand and sead er accomplished to the property hereinabove described is subject to the following exceptions:  If wireless whicheof, the Granter has between as his hand and sead er accomplished to the control of the following exceptions:  If wireless which has been described of the control of the following exceptions:  If wireless which has been described of the control of the following exceptions:  If a Networ Public of the County and state storestd, certify that Ray D. Collins, legally.  If a Networ Public of the County and state storestd, certify that Ray D. Collins, legally.  If a Networ Public of the County and State storestd, certify that Ray D. Collins, legally.  If a Networ Public of the County and State storestd, certify that Ray D. Collins, legally.  If a Networ Public of the County and State storestd, certify that Ray D. Collins, legally.  If a Networ Public of the County and State storestd, certify that Ray D. Collins and the forecoing instrument. Wilness to the County and State storestd, certify that Ray D. Collins and the forecoing instrument. Wilness to the forecoing control of the County and State storestd, certify that Ray D. Collins and the forecoing instrument. Wilness to the County and State storestd, certify that Ray D. Collins and the forecoing instrument. Wilness to the forecoing control of the County and State storestd, certify that Ray D. Collins and the forecoing instrument. Wilness to the forecoing forecoing inst	TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging the Grantee in fee simple.  And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to conthe same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant alefend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Fitle to the property hereinabove described is subject to the following exceptions:
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Ruth Bingham  Secretary (Corporate Seal)  NORTH CAROLINA, SUFFY  Separated Max Ringham  Oracle Seal  Presonally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me that the suffy of the County and State aforesald, certify that Ruth Bingham  County  North County  North County  North Suffy  Personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me hand and official stamp or seal, this 25th day of June  Notary Public of the County and State aforesald, certify that Ruth Bingham  Granto  REGISTANCE  No County  No Cou	corporate name by its duly authorized officers and its scal to be hereunto affixed by authorith of its inplayy Directors, the day and year i
(Corporate Name)  Ray D. Colling, legally Separated  (Si Bangham  (Si Ruth Bingham  (Si Bangham  (Si Bangham  (Si Ruth Bingham  (Si Bangham  (Si Ban	K/(x) B - /A///
ATTEST:    County   C	
ATTEST:    County   C	By:
Ruch Bingham  Secretary (Corporate Seal)  NORTH CAROLINA, SURY, County.  I. a Notary Public of the County and State aforesaid, certify that Ray, D., Gollins, Legally, Separated: Max Ringham  personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness hand and official stamp or seal, this 26th, day of June.  SEALT STATE OF DEEDS FOR.  My commission expires: 1. 491  My commission expires: 491  My commi	Max Bingham /
Ruth Bingham  Secretary (Corporate Seal)  NORTH CAROLINA, SULTY  L, a Notary Public of the County and State aforesaid, certify that Ray, D. Collins, legally,  Separated: May Ringham  Ora  Notary Public  Shand and official stamp or seal, this 20th day or June  19.95.  My commission expires: 5/28/97.  County  Virginia  L, a Notary Public of the County and State aforesaid, certify that Ruth Bingham  Oranto  Orant	ATTEST.
NORTH CAROLINA, SUFKY  NORTH CAROLINA, SUFKY  NORTH CAROLINA, SUFKY  I, a Notary Public of the county and State aforesaid, certify that Ray D. Gollins, legally.  separated: Max Ringham  personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness band and official stamp or seal, this 26th day of June  Notary Public of the County and State aforesaid, certify that Ruth Bingham.  Notary Public of the County and State aforesaid, certify that Ruth Bingham.  County.  Virginia  I. a Notary Public of the County and State aforesaid, certify that Ruth Bingham.  Granto  OF Personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me that and and official stamp or seal, this = H day of June  Notary Public of the County and State aforesaid, certify that Ruth Bingham.  Granto  OF Personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me that the seal of the foregoing instrument. Witness me that the seal of the foregoing instrument. Witness me the foregoing certificate(a) of June  Notary Public of the County and State aforesaid, certify that Ruy D. Gollins, legally.  OF Personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me that the foregoing instrument. Witness me that the foregoing instrument and official stamp or seal, this = H day of June  Personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me that the foregoing instrument and official stamp or seal, this = H day of June  Personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me the foregoing instrument and the f	
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SEAL-STATES OF Compression expires: 5/28/97  Mores - Carachabitta, Wireld State aforesaid, certify that Ruth Bingham Grants Of Compression expires: 5/28/97  And and official stamp or seal, this 26th day of June 19.95.  Ny commission expires: 5/28/97  Notary Public of the County and State aforesaid, certify that Ruth Bingham Grants Of Compression expires: 5/28/97  And and official stamp or seal, this and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execution of the foregoing instrument. Witness many appeared before me this day and acknowledged the execut	NORTH CAROLINA, Surry County.
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Deputy/Assistant-Register of Deeds	ž ž sebararen ilav Brikian c
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SEAL-STAINT O WORTH CARGONHA, WITSINIA VITGINIA	hand and official stamp or scal, this 26th day of June
SEAL-STAINT O WORTH CARGONHA, WITSINIA VITGINIA	My commission expires: 5/28/97  Notary Pi
Notary Public of the County and State aforesaid, certify that Ruth Bingham  La Notary Public of the County and State aforesaid, certify that Ruth Bingham  Granto  OF Compersonally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me hand and official stamp or seal, this 24 day of June  Notary Public of the County and State aforesaid, certify that Ruth Bingham  Granto  Register of Deeds  Register of Deeds	
Notary Public of the County and State aforesaid, certify that Ruth Bingham  La Notary Public of the County and State aforesaid, certify that Ruth Bingham  Granto  OF Compersonally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me hand and official stamp or seal, this 24 day of June  Notary Public of the County and State aforesaid, certify that Ruth Bingham  Granto  Register of Deeds  Register of Deeds	
I, a Notary Public of the County and State aforesaid, certify that RUTH BINGHAM  Granto  OF Compersonally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me hand and official stamp or seal, this 34 day of June  Notary Public  The foregoing Certificate(s) of August Polyton Polyt	SEAL-STAND OF // MORTH-CAROLHIA, WINTLING County.
OF COM personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness me hand and official stamp or seal, this 34 day of June 19.95.  My commission expires: 4/91  The foregoing Certificate(s) of Sun of S	I, a Notary Public of the County and State aforesald, certify that Ruth Bingham
hand and official stamp or seal, this 37 day of June 1995.  My commission expires: 491  The foregoing Certificate(s) of August Rogly Notary Publicate are duly registered at the date and time and in the Book and Page shown or liest page hereon  REGISTER OF DEEDS FOR COU	Grantor
The foregoing Certificate(s) of Susan S. All don. No Survey Publicate are duly registered at the date and time and in the Book and Page shown or lirst page hereoft.  REGISTER OF DEEDS FOR.  Deputy/Assistant-Register of Deeds	
The foregoing Certificate(s) of Sun A. Andon III of Survey to Bogly Nar is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown or irst page hereon  REGISTER OF DEEDS FOR.  COU  Deputy/Assistant-Register of Deeds	hand and official stamp or seal, this 27 day of June
The foregoing Certificate(s) of Sun and Annual Poly Survey & Rogly Nar  is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown or  irst page hereoft  REGISTER OF DEEDS FOR  COU  By Deputy/Assistant-Register of Deeds	
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown or lirst page hereon  REGISTER OF DEEDS FOR  Deputy/Assistant - Register of Deeds	My commission expires: 0223-1-4-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-
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	s/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on irst page hereoff
	REGISTER OF DEEDS FOR
	By Deputy Assistant - Register of Deeds
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## EXHIBIT "A"

BEGINNING at a found iron which is located at or near the common corner of the Joyce S. Watson property (DB 404, Pg. 926) and the Douglas E. Hammaker property (DB 371, Pg. 134); runs thence from said beginning point South 86 degs. 15' 23" East, crossing a 70' access easement, 1,970.08 feet to a found, a corner of the Jimmy G. Quesenberry property (DB 380, Pg. 552) and at a point in the line of the Rural Acreage, Inc. property (DB 364, Pg. 497); thence on a line with Rural Acreage, Inc. eight (8) courses and distances: North 5 degs. 06' 14" West 665.58 feet to a placed iron; thence North 2 degs. 29' 55" West 588.75 feet to a found iron; North 51 degs. 52' 52" West 473.20 feet to a found iron; North 00 degs. 03' 21" East 315.70 feet to a found iron; North 19 degs. 43' 19" East 319.02 feet to a found iron; South 89 degs. 32' East 96.88 feet to a placed iron; North 02 degs. 22' 33" East 161.78 feet to a found iron; and North 87 degs. 28' 04" East 331.33 feet to a found iron, common corner of Rural Acreage, Inc. and Thomas Hollingsworth (DB 518, Pg. 1403); thence with the Hollingsworth property line two (2) courses and distances: North 46 degs. 08' 50" East 376.41 feet to a 14" marked black pine, and North 35 degs. 38' 50" East 221.03 feet to a placed iron, common corner of the property now or formerly owned by Blanche Smith (DB 306, Pg. 980, and DB 22, Page 560) and Thomas Hollingsworth; thence with the Smith property line the following twenty (20) courses and distances: South 22 degs. 14' 13" East 279.17 feet to a point in the centerline of a hollow, South 34 degs. 35' 03" East 112.35 feet to a point in the centerline of a hollow, South 49 degs. 16' 57" East 118.90 feet to an iron pin in a branch, South 35 degs. 43' 33" East 201.25 feet to an iron pin in branch, South 55 degs. 06' 09" East 134.38 feet to an iron pin in branch, South 36 degs. 22' 37" East 157.45 feet to a point in branch, South 49 degs. 11' 01" East 147.34 feet to a point in branch, South 46 degs. 56' 28" East 152.38 feet to a point in branch, South 33 degs. 54' 56" East 83.86 feet, South 43 degs. 47' 06" East 122.97 feet, South 52 degs. 16' 21" East 81.65 feet to mouth of branch, North 63 degs. 09' 53" East 105.84 feet to an iron pin placed in the centerline of road and hollow, North 79 degs. 36' 00" East 134.05 feet to an iron pin in hollow, North 72 degs. 29' 50" East 102.05 feet to iron in hollow, South 65 degs. 23' 25" East 209.55 feet to a found iron, South 61 degs. 41' 32" East 107.18 feet to an iron pin in hollow, South 66 degs. 00' 06" East 212.65 feet to an 8" chestnut at hollow, North 19 degs. 40' 56" East, a total of 1,035.45 feet to a chestnut, South 86 degs. 12' 57" East 231.00 feet to a found iron, North 13 degs. 17' 09" East 1,052.88 feet to chestnut stumps on top of ridge, corner for Mrs. H. V. Douglas (DB 190, Pg. 276) and at a point in the Cosby Golding Heirs property (DB 146, Pg. 532); thence on a line with the Cosby Golding Heirs and then with the Charles Golding property (DB 473, Pg. 401) South 06 degs. 18' 58" East 1584.93 feet to a placed iron, corner of the Charles Golding property; thence South 54 degs. 00' 56" East 1,362.50 feet to a placed iron; thence on seven (7) new courses and distances for the Grantor South 44 degs. 55' 32" West, passing over an iron placed on line at 1,165.29 feet, a total of 1,665.29 feet to a placed iron, South 60 degs. 00' 00" West, passing over an iron placed on line at 470.00, a total of 484.78 feet to a point in the centerline of a 70 foot access easement; thence North 67 degs. 04'

41" West 141.34 feet, North 79 degs. 17' 13" West 65.85 feet, South 86 degs. 32' 56" West 66.14 feet, South 79 degs. 09' 13" West 33.23 feet to a point; thence South 16 degs. 49' 08" West 1,492.39 feet to a point, a corner of the Joyce S. Watson property (DB 404, Pg. 926); thence with the Watson line two (2) courses and distances: North 3 degs. 03' 01" West 1748.56 feet to a point in the center of an access easement; thence continuing North 3 degs. 03' 01" West 118.07 feet to the point of Beginning, containing 208.3176 acres as per the survey for Paul Smith prepared by Dalton-Walker Associates dated May 22, 1995.

Also conveyed herewith is a non-exclusive perpetual right of way and easement, the first 64.24 feet of which is the center line of an existing roadway, which roadway is approximately 15 to 20 feet in width, the remainder of the easement being 70 feet in width, the center line of which easement is more specifically described as fellows:

BEGINNING at a point which is located near the edge of Flippen Road (NCSR 1607), said beginning point being the centerline of an existing roadway which beginning point is located slightly West of the Southeast corner of the J. D. Hall property; runs thence from said beginning point the following twenty-nine (29) courses and distances: North 20-13-25 West 64.24 feet, North 31-04-44 West 204.43 feet, North 32-48-48 West 93.66 feet, North 50-53-02 West 74.14 feet, North 67-01-21 West 159.48 feet, South 79-30-11 West 38.71 feet, South 54-38-16 West 81.05 feet, North 87-41-47 West 37.77 feet, North 52-35-03 West 29.11 feet, North 25-15-46 West 29.53 feet, North 2-33-43 West 55.19 feet, North 5-31-38 East 48.69 feet, North 12-37-37 East 72.00 feet, North 16-45-19 East 213.15 feet, North 04-44-12 East 45.45 feet, North 11-01-01 West 36.27 feet, North 21-54-39 West 56.00 feet, North 28-37-27 West 258.87 feet, North 04-10-51 West 58.82 feet, North 06-54-02 West 125.67 feet, North 26-02-21 West 130.54 feet, North 31-33-25 West 205.23 feet, North 18-09-48 West 87.20 feet, and North 31-04-39 West 132.93 feet, North 67-04-41 West 141.34 feet, North 79-17-13 West 65.85 feet, South 86-32-56 West 66.14 feet, South 79-09-13 West 33.23 feet, and North 72-41-18 West 37.35 feet to a point near the Eastern boundary of the above described property.

The parties hereto acknowledge that this is a non-exclusive, perpetual right of way and easement, is appurtenant to, runs with the land, and may be used by the Grantees, their heirs, assigns, or successors in interest, in common with the Grantors, their heirs, assigns, or successors in interest for purposes of ingress, egress, and regress, and may also be used for purposes of locating and installing utilities, including but not limited to gas, water, sewer, electrical, and telephone services. The parties hereto agree that the Grantors shall have no responsibility for the upkeep of this roadway unless used by the Grantors or his heirs, assigns, or successors in interest and the parties further agree that all utilities, if any, which are located with the right of way may be either above or under ground.

Prepared By: Carl E. Bell, Attorney

NORTH CAROLINA,

RIGHT OF WAY AGREEMENT

SURRY COUNTY.

THIS RIGHT OF WAY AGREEMENT made and entered into as of this 16th day of June, 1995, by and between JOYCE WATSON CAVE and husband, FRANKLIN BRITT CAVE, and DOUGLAS E. HAMMAKER and wife, MELICENT S. HAMMAKER of Surry County, North Carolina, hereinafter referred to as parties of the first part; and, RAY D. COLLINS, legally separated, and MAX C. BINGHAM and wife, RUTH BINGHAM of Surry County, North Carolina, hereinafter referred to as parties of the second part;

### WITNESSETH:

THAT, WHEREAS, the parties of the first part are the owners of certain tracts or parcels of land lying and being in Stewarts Creek Township, Surry County, North Carolina, with the Watson property being described in Deed Book 404, Page 926 and the Hammaker property being described in Deed Book 371, Page 134, Surry County Registry.

AND, WHEREAS, the parties of the second part are the owners of a certain tract or parcel of land lying and being in Stewarts Creek, Surry County, North Carolina, and being described in Deed recorded in Record Book 530, Page 1319, Surry County Registry.

AND, WHEREAS, the property of the parties of the second part is afforded access by a roadway over and upon the property of the parties of the first part.

AND, WHEREAS, the parties of the second part have requested and the parties of the first part have agreed to convey unto the parties of the second part a non-exclusive perpetual right of way and easement for ingress, egress and regress to and from the property of second-part.

NOW, THEREFORE, for and in consideration of the recitals herein set forth and other good and valuable considerations the legal existence and sufficiency of which is acknowledged, the parties of the first part do hereby bargain, sell, and convey unto the parties of the second part, their heirs, assigns or successors in interest, a non-exclusive perpetual right of way and easement 70 feet in width, the centerline of which is described as follows:

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Beginning at a point which is located South 3 degs. 03' 01" East 118.07 feet from a found iron located at or near the common corner of Joyce S. Watson (Book 404, Pg. 926) and Douglas E. Hammaker (Book 371, Pg. 134); runs thence from said Beginning point crossing the Watson property and then the Hammaker property the following nine (9) courses and distances: North 49 degs. 12' 15" West 73.39 feet, North 53 degs. 45' 34" West 59.33 feet, North 86 degs. 58' 21" West 32.50 feet, South 77 degs. 44' 17" West 43.87 feet, South 68 degs. 06' 33" West 90.87 feet, South 78 degs. 01' 54" West 77.24 feet, North 84 degs. 37' 23" West 51.18 feet, North 54 degs. 06' 55" West 53.81 feet, and North 26 degs. 16' 47" West 30.35 feet to an iron placed in the centerline of the road and at a point in the line of the Hammaker property and the line of the property of parties of the second part.

The parties hereto acknowledge that this is a non-exclusive, perpetual right of way and easement, is appurtenant to, runs with the land, and may be used by the Grantees, their heirs, assigns, or successors in interest, in common with the Grantors, their heirs, assigns, or successors in interest for purposes of ingress, egress, and regress, and may also be used for purposes of locating and installing utilities, including but not limited to gas, water, sewer, electrical, and telephone services. The parties hereto agree that the Grantors shall have no responsibility for the upkeep of this roadway unless used by the Grantors or his heirs, assigns, or successors in interest and the parties further agree that all utilities, if any, which are located within the right of way may be either above or under ground.

IN TESTIMONY WHEREOF, the parties have hereunto set their hand and seals, the day and year first above written.

JOYCE WATEON CAVE (SEAL)

FRANKLIN BRITT CAVE (SEAL

DOUGKAS E. HAMMAKER (SEAL)

MENICENT S. HAMMAKER (SEAL)

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STATE OF NORTH	CAROLINA,		

for said County and State do hereby certify in the county and state do hereby certification and the county and state do hereby certification and state do hereby certification and the county and state do hereby certification and the county and state do hereby certification and the county and and husband, Franklin Britt Cave, personal S. appeared before me this day and acknowledged the due execution of the foregoing

NOTARL Witness my hand and notarial seal, this the

My Commission Expires:

STATE OF NORTH CAROLINA COUNTY OF SURRY

COUNTY OF SURRY.

for said County and State, do hereby certify that Douglas E. Hammaker and wife, Melicent S. Hammaker, personally appeared before me this day and acknowledged the due execution of the foregoing

Witness my hand and notarial seal, this the 19 day

My Commission Expires: May

TATE OF NORTH CAROLINA, COUNTY OF, SURRY

The foregoing or following certificate(s) of Land

ED

(are) certified to be correct.

DENNIS W. "BUD" CAMERON REGISTER OF DEEDS

BY:

DENHIS IN "BUD" CAMERON

JUN 30 P3:09