BONNIE L. MULLINS

TO: DEED

LOLA L. SCHOONMAKER

THIS DEED, Made this 1st day of August, 2016, by and between Bonnie L. Mullins, party of the first part, and Lola L. Schoonmaker, 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 party of the first part does, by these presents, grant and convey unto the said party of the second part, with covenants of General Warranty of Title and to be free of all liens and encumbrances, all that certain lot or parcel of real estate, together with the dwelling house and other improvements thereon, situate in the Savilla-Vale Addition to the Town of Romney, in Romney Municipal District of Hampshire County, West Virginia, and more particularly bounded and described as follows:

Lot No. Twenty-nine (29) as shown on the map or plat of the Savilla-Vale Addition to the Town of Romney, said plat being of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Map Book 1, at Page 24, reference to same being hereby made for a more particular description of said real estate.

Lot 29 is depicted on the Hampshire County Land Books as Tax Map 3A, Parcel 91 for said district.

And being the same real estate which was conveyed unto Bonnie L. Mullins by deed of Edward R. Sherman, dated May 17, 2016, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 536, at Page 549.

This conveyance is subject to the following protective covenants,

conditions and restrictions which shall be binding upon the parties of

the second part and shall be considered covenants running with the land:

- 1. The lot shall be a residential lot and no structures shall be erected, altered, placed or permitted to remain upon such lot other than a single family dwelling and private garage or carport for not more than two cars.
- 2. No dwelling costing less than \$7,500.00 shall be permitted upon the lot herein conveyed, and such dwelling shall be of substantial construction with exterior finish of either brick, stone or wood siding.
- 3. No building shall be located on the lot herein conveyed nearer than 25 feet to the front line, or nearer than 5 feet to any side lot line.
- 4. No noxious or offensive trade or activity will be carried on upon said lots, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

KEATON, FRAZER, & MILLESON, PLLC ALTORNEYS AT LAW 50 E. MAIN STREET KOMNEY, WV 20757 1.00



6.

.

No basement, tent, shack, barn, trailer other outbuilding shall at any time be used as a residence, temporarily or permanently.

No poultry, livestock, cattle or hogs will be kept upon said lot.

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 2017.

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 hereunto 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 \$70,000.00. The grantor affirms that she is a non-resident of the State of West Virginia, and is therefore subject to the tax withholding requirements of WV Code.

WITNESS the following signature and seal:

Bonnie L. Mullins (SEAL)

STATE OF MAUNING COUNTY OF _, TO WIT: I, Jeanne P. Topper

I, <u>Jlander</u>, a Notary Public, in and for the county and state aforesaid, do hereby certify that Bonnie L. Mullins, whose name is signed and affixed to the foregoing Deed, dated the 1st day of August, 2016, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 446 day of August, 2016.



Notary Public

NA 50:

This instrument was prepared by W. Joseph Milleson, Jr. without the benefit of a title examination, title report, title certificate, or title insurance commitment and neither the preparer nor Keaton, Frazer, & Milleson, PLLC, by the preparation of this instrument make any express or implied warranties or affirmations of any kind, nature, or character, including, without limitation, warranties, representations, the property access to the property, or the capacity of any of the property, access to the property, or the capacity of any of the property itle. Z:\Janie\DEEDS\S\Savilla-Vale.29 Schoonmaker fr. Mullins 2016

KEATON, FRAZER, & MILLESON, PLLC ATTORNEYS AT LAW 50 E. MAIN STREET RONNEY, WV 20757