

mailed 8-26-03  
Dominic J. Kastre  
11558 Bickman Dr.  
Bullerille,  
MI 48111

61656

BOOK 425 PAGE 581

DOMINIC J. KASTRE

TO: DEED

DOMINIC J. KASTRE,  
MICHAEL F. KASTRE AND  
PAULINE M. HUBIG

THIS DEED, Made this 6th day of  
August, 2003, by and between Dominic J.  
Kastre, grantor, party of the first  
part, and Dominic J. Kastre, Michael F.  
Kastre, and Pauline M. Hubig, 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  
party of the first part does, by these presents, grant and convey unto the  
said parties of the second part all as joint tenants with full rights of  
survivorship, and not as tenants in common, and with Covenants of General  
Warranty of Title, and to be free and clear of all liens and encumbrances,  
all that certain lot or parcel of real estate, together with all  
improvements thereon, and all rights, easements and appurtenances  
thereunto belonging, known and designated as being Lot No. 49, Phase II,  
of Peach Lake Farms Subdivision, containing 2.62 acres, more or less,  
located and being situate in Gore District of Hampshire County, West  
Virginia, and being more particularly described on a subdivision plat  
dated October 1991, as prepared by Kennis F. Snyder, LLS, W. V. License  
No. 679, which plat was recorded in the Office of the Clerk of the County  
Commission of Hampshire County, West Virginia, in Map Book No. 6, at page  
122. Reference is hereby expressly made to said plat for a more  
particular description of the real estate herein conveyed.

And being the same real estate which was conveyed unto the grantor  
herein by deed of Richard L. Feller, of record in the Office of the Clerk  
of the County Commission of Hampshire County, West Virginia, in Deed Book  
No. 407, at page 374.

It is covenanted that the grantees and parties of the second part  
shall be bound by the "Peach Lake Farms Declaration of Protective  
Covenants, Conditions and Restrictions", dated January 3, 1992, which were  
recorded in the aforesaid Clerk's Office on January 7, 1992, in Deed Book  
No. 331, at page 582. Furthermore, in any future deed of conveyance from  
said grantees and parties of the second part, said grantees covenant that  
they shall make reference to the Declaration of Protective Covenants,  
Conditions and Restrictions and specifically incorporate all of the

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ATTORNEYS AT LAW  
50 E. MAIN STREET  
ROMNEY, WV 26757

provisions of said subdivision covenants in any future deed of conveyance of this real estate. These protective covenants and restrictive conditions shall be deemed to be covenants running with the land, and binding upon the grantees, their heirs and assigns. The protective covenants and restrictive conditions are now incorporated therein by reference for any and all pertinent purposes, and shall be considered as if they are textually set forth within the body of this deed.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantees, 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.

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 2003 although same may still be assessed in the name of the grantor.

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 \$ 10.00, as this transfer is made in the nature of a gift from father to children, with no further consideration necessary.

WITNESS the following signature and seal:

Dominic J. Kastre (SEAL)  
Dominic J. Kastre

STATE OF MICHIGAN,

COUNTY OF WAYNE, TO WIT:

I, PAULA C. WALLACE, a Notary Public, in and for the county and state aforesaid, do hereby certify that Dominic J. Kastre, whose name is signed and affixed to the foregoing instrument, dated the 6th day of August, 2003, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 12<sup>th</sup> day of August, 2003.

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

This instrument was prepared by William C. Keaton, Attorney  
Romney, West Virginia, without benefit of a title examination.  
Njhdeeds/ 8-6-03  
wck/PeachLakeFarmsSD.49

Paula C. Wallace  
Notary Public  
PAULA C. WALLACE  
Notary Public, Wayne County, MI  
Acting in WAYNE Co., MI  
My Commission Expires 08/16/2005

HAMPSHIRE COUNTY COM.  
DEED  
Date/Time: 08/19/2003 10:38  
Inst #: 53297  
Book/Page: 425 / 582  
Rec'd/Tax: \$11.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 8/19/03 10:38 A.M.

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.