

4
200
700 rls

BK: RB 6222
PG: 2098-2102
RECORDED:
06-14-2019
02:11:18 PM
BY: ANDREA CRESWELL
ASSISTANT



2019017839
NEW HANOVER COUNTY, NC
TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$700.00

WARRANTY DEED

Prepared by and return to: MURCHISON, TAYLOR & GIBSON, PLLC
1979 Eastwood Road, Suite 101, Wilmington, NC 28403
Return to: Boyles & Callihan, PLLC TT #2019054384
PREPARED THE DEED IN THIS TRANSACTION, BUT MADE NO EXAMINATION OF TITLE AND EXPRESS
NO OPINION ON TITLE TO THE PROPERTY.

All or a portion of the property herein described ___ includes or x does not include the primary residence of Grantor.

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

Parcel Number: R04817-029-004-000
Revenue Stamps \$ 700.00

THIS WARRANTY DEED, made and entered into this 12th day of June, 2019, by and between MTG PROPERTIES, LLC, a North Carolina limited liability company with a mailing address of 1979 Eastwood Road, Suite 101, Wilmington, NC 28403 (herein called "Grantor") and BOLTON RENTALS, LLC, a North Carolina limited liability company with a mailing address of 125 South 4th Street, Wilmington, NC 28401 (herein called "Grantee"). The designation Grantor and Grantee as used herein includes said parties, their heirs, successors and assigns, and, as the context requires, words in the singular number include the plural and vice versa and genders are interchangeable.

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto Grantee, its successors and assigns forever, in fee simple, all that certain real property located in New Hanover County, North Carolina, and more particularly described as in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

Subject to (i) all easements, rights of way, encumbrances, restrictions and other matters of record, (ii) all matters that would be revealed by a current survey; (iii) all governmental land use statutes, ordinances and regulations (including, without limitation,

zoning, subdivision and building regulations); and (iv) ad valorem taxes for the current and subsequent years.

By accepting this deed, **Grantee** acknowledges and agrees that, EXCEPT as to the warranty of title expressly provided herein, **Grantor** has not made any representations or warranties, direct or indirect, oral or written, express or implied, of any kind or nature, relating to the Property, its use or condition, its fitness for any particular purpose, or its compliance with any laws, regulations or governmental requirements. **Grantee** further acknowledges and agrees that has had, prior to accepting this deed, the opportunity to conduct such investigations and obtain such reports as it desires of the Property and all factors relevant to its use and **Grantee** waives any claim it may have against **Grantor** with respect thereto, whether arising out of federal, state or local statute, law, or ordinance, or out of common law or otherwise, and **Grantee** acknowledges that it is relying solely upon its own knowledge of and investigations with regard to the Property and not on any information provided by **Grantor**. **GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE IT IS ACQUIRING AND ACCEPTING THE PROPERTY ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ANY AND ALL FAULTS.**

TO HAVE AND TO HOLD the above granted and described Property, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said **Grantee**, its successors and assigns, in fee simple, forever.

And the **Grantor**, for itself, its successors and assigns, does covenant to and with the said **Grantee**, its successors and assigns, that it is seized in fee of the above granted and described property; that it has good right to sell and convey the same in fee simple; that the same is free and clear from any and all restrictions, easements or encumbrances except those set forth herein; and that it will and its successors and assigns shall warrant and defend the title to the same against the lawful claims and demands of any and all persons whomsoever.

- SIGNATURE PAGE FOLLOWS -

IN TESTIMONY WHEREOF, the said Grantor has caused this instrument to be executed the day and year first above written.

MTG PROPERTIES, LLC
a North Carolina limited liability company

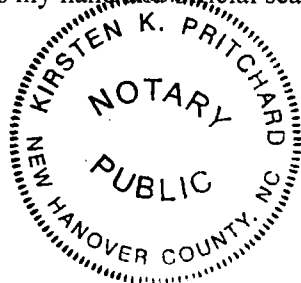
By: G. Stephen Diab
Name: G. Stephen Diab
Title: Member/Manager

NORTH CAROLINA

COUNTY OF New Hanover
(County where acknowledgement taken)

I, Kirsten K. Pritchard a Notary Public, certify that the following person(s) personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: G. Stephen Diab

Witness my hand and official seal or stamp, this 12th day of June, 2019



Kirsten K. Pritchard
Notary Public

My commission expires: 8/13/2020

EXHIBIT A

BEGINNING at a point in the Eastern line of Fifth Avenue, which point is located North 5 degrees 37 minutes West 148 feet from the intersection of the Northern line of Market Street and the Eastern line of Fifth Avenue; running thence from said POINT OF BEGINNING North 84 degrees 23 minutes East along and with the Northern line of a lot owned by Bellamy Mansion, Incorporated, 135.0 feet to an iron pipe; thence running North 5 degrees 37 minutes West 50.0 feet to an iron pipe in the Southern line of a tract owned by Murchison, Taylor, Kendrick, Gibson and Davenport; thence running South 84 degrees 38 minutes West along and with the Southern line of said Murchison, Taylor, Kendrick, Gibson and Davenport tract, 135.0 feet to a point in the Eastern line of Fifth Avenue; running thence along and with said Eastern line of Fifth Avenue South 5 degrees 37 minutes East 50.6 feet to the POINT OF BEGINNING, the same being part of Lot 3 in Block Number 169, according to the Official Plan of the City of Wilmington, as shown in a survey of the subject property for Murchison, Taylor, et al., dated December 28, 1989, by Robert H. Goslee and Associates.

Address: 12 N. 5th Avenue, Wilmington, NC 28401
Parcel: R04817-029-004-000

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 06/14/2019 02:11:18 PM
Book: RB 6222 Page: 2098-2102
5 PGS \$726.00
Real Property \$26.00
Excise Tax \$700.00
Recorder: ANDREA CRESWELL
Document No: 2019017839

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.