

DATE 2021-04-20 BY daniel

2021004717

HAYWOOD COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXT

\$3200.00

PRESENTED & RECORDED

04/20/2021 12:22:38 PM

SHERRI C. ROGERS

REGISTER OF DEEDS

BY: TARA E. REINHOLD

DEPUTY

BK: RB 1027

PG: 2487 - 2491

8616-47-9937

HAYWOOD COUNTY TAX CERTIFICATION

Gregory W. West, Haywood County Tax Collector

Date: 2021-04-20 By: Mikel

There are no delinquent taxes due that are a lien against parcel(s)

PREPARED BY:

John C. Kersten
Kersten Law Firm, P.A.
95 Depot Street
Waynesville, NC 28786
828-452-5801

DEED

Parcel Identification Nos: 8616-49-2446 and 5616-47-9937

Revenue Stamps: \$3200.00

This deed does _____, does not X convey the Grantor's primary residence.

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

THIS DEED, made and entered into this the 20 day of April, 2021, by and between DEVELOPMENT RESOURCES LLC, a North Carolina Limited Liability Company, ("Grantor"); to HARMON GRAHAM PROPERTIES, LLC ("Grantee");

WITNESSETH:

WHEREAS, Grantor heretofore executed and delivered to John C. Kersten, as Trustee for Grantee, a Deed of Trust dated December 30, 2016 and recorded in Book 920, Page 1700, in the Office of the Register of Deeds of Haywood County, in the maximum principal amount of Two Million Six Hundred Thousand Dollars (\$2,600,000.00), said Deed of Trust securing a note from Grantors to Grantee dated December 30, 2016 in the principal amount of Two Million Six Hundred Thousand Dollars (\$2,600,000.00); and

WHEREAS, Grantor has elected to discontinue payments under the terms and provisions of the Note and Deed of Trust and to reconvey said real property that is the security for said loan to Grantee; and

WHEREAS, Grantor acknowledged to Grantee as follows:

submitted electronically by "Kersten Law Firm, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Haywood County Register of Deeds.

1. That Grantee is the owner and holder of the Note and Deed of Trust;
2. That the Note evidence valid indebtedness of Grantor to Grantee and the Deed of Trust secures valid indebtedness from Grantor to Grantee and constitutes a valid lien on the property described therein;

WHEREAS, Grantor has requested that Grantee accept from Grantor an absolute deed in lieu of any future foreclosure of the Deed of Trust and Grantee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises and for and in consideration of the additional sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt of which hereby is acknowledged, Grantor has bargained and sold and by these presents does bargain, sell and convey to Grantee, his heirs, successors and assigns, that real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said property and all privileges and appurtenances thereunto belonging to Grantee, his heirs, successors and assigns, forever.

Grantor does covenant that she is seized of the aforesaid property in fee and has the right to convey the same in fee simple; that the same are free and clear of all liens and encumbrances, except the Deed of Trust for the benefit of Grantee, and that Grantor will warrant and defend the title to the same against the claims of all persons whomsoever.

Grantor hereby agrees that this deed conveys absolute fee simple title in and to the above-described property, including any right or equity of redemption in and to same; that by the execution of this deed Grantor knowingly and willfully waives any and all due process rights, whether substantive or procedural, in regard to any and all issues, defenses, or other matters which could have been raised in any action brought before the foreclosure of the aforesaid Deed of Trust.

FURTHER, all parties to this conveyance hereby agree, and Grantor does hereby swear and affirm, as follows:

1. This deed is an absolute deed in lieu of foreclosure and is delivered by Grantor to Grantee and accepted by Grantee as full payment and satisfaction of the indebtedness owed by Grantor to Grantee evidenced by the Note secured by the Deed of Trust. This deed in lieu of foreclosure is not intended as a mortgage, deed of trust, trust conveyance, or security of any kind.
2. Simultaneously with the delivery of this deed in lieu of foreclosure, Grantor has surrendered possession of the property described and conveyed herein to Grantee and possession thereof hereby is accepted by Grantee.
3. It is understood and agreed, and hereby acknowledged that other than as set forth herein, there are no agreements (either written or unwritten, recorded or unrecorded) between the parties hereto as to the property described herein and conveyed or as to any proceeds arising from this

transaction or any future sale or other disposition of said property by Grantee. The parties hereto understand and agree that Grantee intends actively to pursue the sale of said property and that any proceeds of any such sale will belong to Grantee. This is an absolute deed in lieu of foreclosure eliminating any equity whatsoever of Grantor in and to the aforesaid property.

4. This deed in lieu of foreclosure is not given as a preference against any other creditors of Grantor; there are no other persons or entities other than Grantee interested, either directly or indirectly, in the property described herein; Grantor is solvent and has no other creditors whose rights would be prejudiced by the conveyance of the property to Grantee; this deed in lieu of foreclosure is given at the request of Grantor in part exchange for satisfaction and cancellation of the Note; and that Grantor is not obligated on any bond or other mortgage or deed of trust whereby any lien has been created or exists against the property described therein.

5. In the execution and delivery of this deed in lieu of foreclosure, Grantor is not acting under any misapprehension as to the effect hereof and are acting freely and voluntarily, and is not acting under coercion or duress, the consideration for this deed in lieu of foreclosure is the full satisfaction of the indebtedness evidenced by the Note secured by the Deed of Trust.

6. The statements and affirmations made herein are for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or whom may acquire an interest in the property described herein. Grantor will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereinafter be instituted, to the truth of the particular facts set forth herein.

7. This deed shall only be effective to reconvey title to said real property upon the due execution of this deed by both Grantor and Grantee.

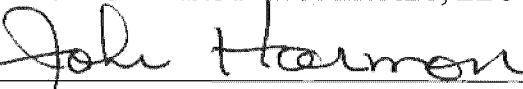
8. This deed is being executed of the last manager of Development Resources LLC in the winding up of business of the said LLC which has been dissolve by the State of North Carolina.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seal this day and year first above written.

DEVELOPMENT RESOURCES LLC, a North
Carolina Limited Liability Company

BY:  (SEAL)
CHAD STUART CARVER, Last Manager, Grantor

HARMON GRAHAM PROPERTIES, LLC

BY:  (SEAL)
JOHN HARMON, Manager, Grantee

STATE OF NORTH CAROLINA

HAYWOOD COUNTY

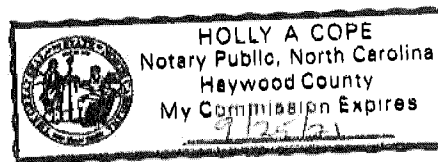
I, Holly A. Cope, a Notary Public for said County and State, do hereby certify that CHAD STUART CARVER as last Manager of Development Resources LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 7th day of April, 2021.

Holly A. Cope
Notary Public

My commission expires:

9/25/21



STATE OF NORTH CAROLINA

HAYWOOD COUNTY

I, Holly A. Cope, a Notary Public for said County and State, do hereby certify that JOHN HARMON, as Manager of Harmon Graham Properties, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 7th day of April, 2021.

Holly A. Cope
Notary Public

My commission expires:

9/25/21

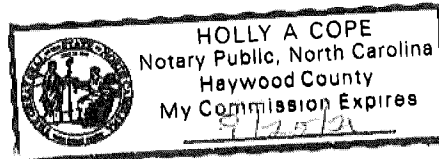


EXHIBIT "A"

BEING Tract "A", containing 9.832 acres, according to a plat of survey titled "Survey For The Great Laurels of Lake Junaluska" by L. Kevin Ensley, P.L.S., dated December 15, 2005, drawing no. B-014-95, recorded in Plat Cabinet C, Slot 4325, Haywood County Registry.

TOGETHER WITH and SUBJECT TO the perpetual right of ingress, egress and regress and the easement for all utility services, within the rights of way for the private streets shown on the aforesaid plat of survey.

TOGETHER WITH, INCLUDING and SUBJECT TO that 45 foot right of way across Tract "F" as set forth on that survey recorded in Plat Cabinet "C", Slot 4325, Haywood County Registry.

AND

BEING Tract "E", containing 10.589 acres, according to a plat of survey titled "Survey For The Great Laurels of Lake Junaluska" by L. Kevin Ensley, P.L.S., dated December 15, 2005, drawing no. B-014-95, recorded in Plat Cabinet C, Slot 4325, Haywood County Registry.

TOGETHER WITH and SUBJECT TO the perpetual right of ingress, egress and regress and the easement for all utility services, within the rights of way for the private streets shown on the aforesaid plat of survey.

TOGETHER WITH, INCLUDING and SUBJECT TO that 45 foot right of way across Tract "F" as set forth on that survey recorded in Plat Cabinet "C", Slot 4325, Haywood County Registry.