

Doc ID: 028458020003 Type: CRP  
Recorded: 05/28/2015 at 04:54:26 PM  
Fee Amt: \$316.00 Page 1 of 3  
Revenue Tax: \$290.00  
Workflow# 0000282611-0001  
Buncombe County, NC  
Drew Reisinger Register of Deeds  
BK 5317 PG 939-941

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 290.00

Parcel Identifier No. 9658273854C0004 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: James K. Minnick, Attorney - Box #96

This instrument was prepared by: William B. Cagle - Shuford Cagle & McClellan PA

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 11th day of May, 2015, by and between

#### GRANTOR

Peggy B. Parris, unmarried

780 W. Bay Area Blvd., Apt. 2331  
Webster, TX 77598

No Title Examination Performed by Preparer

#### GRANTEE

Luanne Black

P.O. Box 15942  
Asheville, NC 28913

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of \_\_\_\_\_ Township, Buncombe County, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference. This instrument was prepared by William B. Cagle of the law firm of Shuford, Cagle & McClellan, P.A. without review or examination of title to the herein described property and no opinions or representations are being made either expressed or implied by said law firm or its attorneys.  
Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1616 page 33  
All or a portion of the property herein conveyed ☒ includes or \_\_\_\_\_ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

Page 1 of 2

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. 2

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to easements, restrictions and rights of way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: \_\_\_\_\_ (Entity Name) (SEAL)  
 Print/Type Name: Peggy B. Parris  
 By: \_\_\_\_\_ (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 By: \_\_\_\_\_ (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 By: \_\_\_\_\_ (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_

State of Texas County or City of Harris  
 I, the undersigned Notary Public of the County or City of Harris and State aforesaid, certify that Peggy B. Parris, unmarried personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 17<sup>th</sup> day of May, 2015.

My Commission Expires: Feb 20, 2017  
 (Affix Seal)



Anne Marie Parris Notary Public  
 Notary's Printed or Typed Name

State of \_\_\_\_\_ - County or City of \_\_\_\_\_  
 I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
 (Affix Seal) Notary's Printed or Typed Name

State of \_\_\_\_\_ - County or City of \_\_\_\_\_  
 I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that \_\_\_\_\_ he is the \_\_\_\_\_ of \_\_\_\_\_, a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, \_\_\_\_\_ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
 (Affix Seal) Notary's Printed or Typed Name

EXHIBIT "A"

BEING known and designated as Unit Q-4, Pine Cliff Condominiums, Phase Ten, as shown on a plat or plats entitled "Pine Cliff Condominiums recorded Plat Book 57 at Page 65 in the Office of Register of Deeds for Buncombe County, North Carolina, reference to which is hereby made for a more particular description.

TOGETHER with the current undivided interest in the common areas of the condominium project and facilities.

THIS CONVEYANCE is subject to the Declaration as set forth in Book 1487 at Page 339 and all amendments thereto as recorded in the Office of Register of Deeds for Buncombe County, North Carolina.

BEING ALL the real property conveyed by a deed dated July 26, 1990 from Piney Mountain Associates, Inc. to Peggy B. Parris, recorded in said Register's Office in Book 1616 Page 033, reference to which is hereby made for a more particular description of said real property.

This instrument prepared by William S. Cagle  
a licensed NC attorney. Delinquent taxes, if any, to be paid  
by the closing attorney to the County Tax Collector upon  
disbursement of closing proceeds.

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Type: CONSOLIDATED REAL PROPERTY  
 Recorded: 12/13/2018 4:32:07 PM  
 Fee Amt: \$26.00 Page 1 of 3  
 Buncombe County, NC  
 Drew Reisinger Register of Deeds

**BK 5728 PG 1139 - 1141**

Prepared by and return to:  
 Best and Best, PLLC-BOX 24  
 77 Central Avenue, Suite E  
 Asheville, NC 28801

STATE OF NORTH CAROLINA  
 COUNTY OF BUNCOMBE

**FREE TRADER AGREEMENT**

This Agreement is made and entered into by and between RONALD CHRISTOPHER SHULBY and LUANNE M. BLACK, husband and wife.

NOW, THEREFORE, it is agreed by and between the parties, in consideration of the mutual covenants and promises contained herein, as follows:

1. Waiver of Property Rights. Pursuant to North Carolina General Statutes Sections 52-10 and 29-30(a)(2), each party waives, releases, and relinquishes any and all interest which either has or may have in the property of the other by reason of dower, curtesy, spouse's allowance, right to take in intestacy, right to dissent from the will of the other, statutory share, elective life estate in the property of the other, right to administer the estate of the other, or any other surviving spouse's rights, or any other legal right whatsoever by which either may have, take, claim, or assert any interest in the property of the other or its management and administration. This waiver shall apply to those rights granted by N.C.G.S. Sections 50-20 and 50-21 and other similar statutes in other jurisdictions pertaining to the division of property acquired during a marriage.
2. Free Trader Rights. Each party shall have the right to conduct, carry on and engage in any employment, business trade or profession she or he may desire, choose, or deem fit, the same to be for his or her own sole, separate use and benefit, and free from any and all control and restraint, interference, direct or indirect, on the part of the other. Each of the parties hereto may purchase, acquire, own, hold, possess, and receive rentals and other income from property of every kind, nature and description, and each may sell, convey, transfer, dispose of, assign and mortgage or otherwise encumber all property whether real or personal, presently owned or acquired by such party after the date hereof, and execute deeds of sale, deeds of trust and any and all other documents appropriate therefore without the consent or joinder of the other in as full a manner as if they were unmarried; provided that any property the parties acquire and own jointly with the other, real or personal, (as provided in paragraph 3 hereof,) shall be exempt from Free Trade Rights, in accordance with N.C.G.S. 39-13.4.

Submitted electronically by "Best and Best, PLLC"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the Buncombe County Register of Deeds.


Each party shall have the full right to give, sell, encumber or convey any property he or she presently owns or acquires during the marriage in his or her individual name, not owned jointly with the other party, to the person, firm or corporation of his or her choice without the joinder or written acquiescence and consent of the other, or to make a testamentary disposition of such property, or of any other property real or personal owned by each of them individually, free from any right or claim of the other party.

Each party hereby covenants with the other that upon the other's request each will execute, acknowledge and deliver any and all instruments or signatures appropriate or necessary to carry into effect the provisions of this Agreement and to release his or her interest, if any, in and to any property individually or separately owned by the other. This provision shall not be interpreted as requiring the other's execution or acknowledgment for release of interest, but only that of the releasing party.

3. Entire Agreement. This agreement contains the entire understanding of the parties, and neither party has made any representation, warranty, promise, covenant or undertaking to the other except as expressly set forth in this agreement.
4. Revocation and Amendment. The parties reserve the right to revoke or amend this Agreement by a document specifically stating such fact signed by both parties hereto with the same formality as this Agreement. No event after the marriage of the parties to each other, other than as set forth in the preceding sentence and in paragraphs 3, 5, 6, and 7, shall be deemed a revocation or amendment in part or in whole of this Agreement.
5. Severability. If any part of this Agreement is found by a Court of competent jurisdiction to be invalid or unenforceable, then the same shall be severed from the Agreement and the balance of the Agreement shall be binding upon the parties hereto with the same force and effect as upon the initial execution thereof.
6. Governing Law. This agreement is made, executed, and delivered in Buncombe County, North Carolina, in accordance with the laws of North Carolina and shall be governed by and construed in accordance with the laws of North Carolina.
7. Binding Effect. This agreement shall inure to the benefit of and be binding upon the heirs, executors and administrators of each party.

IN WITNESS WHEREOF, the parties have executed, sealed, and delivered this agreement in duplicate originals, one of which is retained by each of the parties on this the 13 day of December, 2018.

 (SEAL)  
RONALD CHRISTOPHER SHELBY

 (SEAL)  
LUANNE M. BLACK

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, a Notary Public, certify that RONALD CHRISTOPHER SHULBY and LUANNE M. BLACK personally appeared before me this day acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein in the capacity indicated.

Witness my hand and official stamp or seal on this 13 day of December, 2018.

Nicole M. Ring  
Signature of Notary

Printed Name: Nicole M. Ring

My commission expires: 12/3/2020

