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BOOK 01748 CHEROKEE
PAGE 0981 THRU 0986 COUNTY NC
INSTRUMENT # 06534 KAREN WRIGHT
RECORDING \$26.00 REGISTER
EXCISE TAX (None) OF DEEDS LGS

CHEROKEE COUNTY TAX CERTIFICATION

*There are no delinquent taxes on the parcel
number noted on this deed.*
Date: 11/22/23 By: [Signature]
Tax Collections Officer

{SCRIBE: W. David Sumpter, III, Esquire, a licensed North Carolina Attorney. Delinquent ad valorem taxes, if any, shall be paid by W. David Sumpter, III to the County Tax Collector, derived from closing proceeds, if any, deposited to and disbursed from a W. David Sumpter, III, P.C. law firm trust account [N.C.G.S.A. § 161-31(b)]. No opinion of the status or marketability of title to the property identified to this document has been communicated to any party hereto, or otherwise, unless by written Title Opinion premised upon examination of the public records of the situs County, State of North Carolina. The real property identified to this document is not the primary residence of Grantor(s) :: North Carolina General Statutes §105-317.2}.

W. David Sumpter, III, Esquire
750 U.S. Highway 64 West, Suite B
Murphy, North Carolina 28906
828-837-4000 :: 835-3029 {fax}
sumpterlaw@gmail.com

[FILE: 23 :: 22_89-92.DES] :: DEED STAMPS: \$0.00

PARCEL PIN: 454100422576000

WARRANTY DEED

**NORTH CAROLINA
CHEROKEE COUNTY**

This WARRANTY DEED made and entered into this September 27, 2023, by and
between:

JOHN CLAPPI, JR.
{Husband of Deborah A. Clappi}

hereafter "GRANTOR"

and

JOHN CLAPPI, JR.
and wife,
DEBORAH A. CLAPPI

9309 El Paso Drive
Lake Worth, FL 33467

hereafter "GRANTEE"

{The Grantor and Grantee identified in this Deed shall include each party, whether individually, an entity, or in a representative capacity as indicated herein; and, the heirs, successors, and assigns of each person and shall include singular, plural, masculine, feminine, or neuter as required by context.}

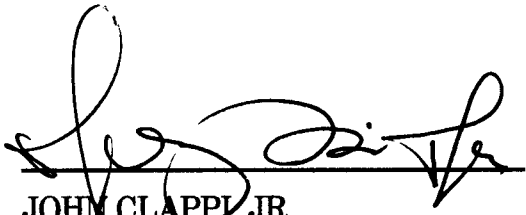
W I T N E S S E T H:

GRANTOR, for valuable consideration paid by GRANTEE to GRANTOR, receipt of which is acknowledged hereby, has, and does by these presents grant, bargain, sell and convey to GRANTEE, in fee simple, subject to the rights, easements covenants, conditions, restrictions, reservations, exceptions, or limitations of title, use, or enjoyment thereof which are cited or referred to in this document, that certain tract of land consisting of 2.00 acres, more or less, designated, and being, Lot 6, Sunny Point Ridge, District 4, Hothouse Township, Cherokee County, North Carolina, the metes and bounds description as related thereon being as recited or referred to herein, or by inclusion of the appended Schedule "A" to this document.

TO HAVE AND TO HOLD the cited tract or parcel of land, together with all rights, privileges and appurtenances belonging thereunto, to GRANTEE, in fee simple, subject to the rights, easements covenants, conditions, restrictions, reservations, exceptions or, limitations of title, use possession, or enjoyment thereof which as are recited or referred to in this document.

GRANTOR covenants with GRANTEE: *i*) that GRANTOR is seized of the premises identified to this document; *ii*) that GRANTOR is vested with the right to convey title to GRANTEE in fee simple; *iii*) that title to the premises is marketable and free and clear of any encumbrances; and, *iv*) that GRANTOR shall warrant and defend the title to the subject premises against the lawful claims of all persons whomsoever excluding from these covenants any rights, easements, covenants, conditions, restrictions reservations, exceptions or limitations of title recited or referred to in this document.

IN WITNESS WHEREOF, GRANTOR cited in this document has effected the due execution of the foregoing instrument as of the day and year first above written.

 {Seal}

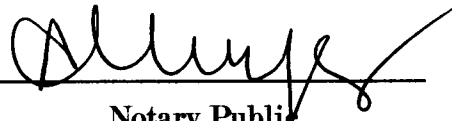
JOHN CLAPPI, JR.

STATE OF FLORIDA

COUNTY OF Palm Beach

I, the subscribing Notary Public of the cited County and State, certify, herewith, JOHN CLAPPI, JR., husband of DEBORAH A. CLAPPI, appeared, personally, before me this day and acknowledged the due execution of the foregoing document for the purposes expressed therein.

Witness my hand and Notarial Stamp or Notarial Seal to this document this the 29 day of Sept, 2023.



Notary Public

My Commission Expires:



{Notary Stamp :: Seal}

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That certain tract, or parcel of land, consisting of 2.00 acres, more or less, situate on a subdivision access road which extends to North Carolina State Secondary Road 1130, Sunny Point Road, District 4, Hothouse Township, Cherokee County, North Carolina, the metes and bounds description as related thereon, subject to rights, easements, covenants, restrictions, conditions, exceptions, or reservations cited, or referred to, thereon, or herein, incorporated herein by reference thereto, being:

BEGINNING on an iron pin situate at the intersections of subdivision access roads, the South corner of Lot 9, the Westernmost corner of Lot 12, the Northeast corner of Lot 13, and the Southeast corner of Lot 6; thence, and therefrom, along and with the centerline of the subdivision access road which forms the common boundary line(s) between Lot 6, Lot 7, and Lot 9, N 42-15 W 100 feet to a point, N 44-15 W 150.4 feet to a point, N 34 W 137.6 feet to a point and N 04-45 W 177 feet to a point of intersection of subdivision access roads, a corner witnessed by a Red Oak tree situate on the North side of the access road (5" in diameter-marked), located the Western boundary line of Lot 7, the Southwest corner of Lot 3, and Southeast corner of Lot 2, and the Northeast corner of Lot 6; thence, along and with the centerline of that subdivision access road which forms a common boundary line(s) between Lot 2 and Lot 6, along a ridge top, S 48-30 W 100 feet, S 55-15 W 100 feet, and S 61-45 W 19.3 feet to an iron pin situate in said road centerline, the Southeast corner of Lot 1, the Southwest corner of Lot 2, the Northeast corner of Lot 5, and the Northwest corner of Lot 6; thence, along and with the common boundary line(s) of Lot 5 and Lot 6, S 25 E 363.8 feet to an iron pin situate in the centerline of a subdivision access road which forms a common boundary line between Lot 5, Lot 6, and Lot 13, the Southeast corner of Lot 5, the Southwest corner of Lot 6, and a point in the Northern boundary line of Lot 13; thence, along and with the common boundary line of Lot 13, along and with the subdivision access road centerline, N 68 E 67 feet, S 76 E 146.5 feet, and N 88 E 97.2 feet to the BEGINNING.

CONVEYED FURTHER IS: a non-exclusive, perpetual right of way and easement twenty (20) feet in width, ten (10) feet on each side of the centerline thereof over and across the existing subdivision access road(s) so as to provide vehicular ingress and egress to and from North Carolina State Secondary Road #1130, known as "Sunny Point Road" for the benefit of this tract and the owner(s) thereof.

SCHEDULE "A"

TITLE TO THE PREMISES IS SUBJECT TO:

a) that non-exclusive, perpetual, reciprocal right-of-way and easement twenty (20') feet in width, ten (10') feet on each side of the centerline thereof, so as to provide vehicular ingress and regress to and from and from North Carolina State Secondary Road #1130, known as "Sunny Point Road", for the benefit the subdivision lots served thereby and the owner(s) thereof.

b) Covenants, Restrictions, Reservations, Terms, and Conditions governing the use and enjoyment of Sunny Point Ridge Subdivision as cited or referred to in that indenture recorded in Deed Book 477, page 47, as amended by that indenture recorded in Deed Book 525, page 180; and, further, amended with regard to minor typographical errors being as cited in that indenture recorded in Deed Book 589, page 68, Cherokee County, North Carolina Registry.

TITLE SOURCE(S): Deed Book 589, page 124 :: Deed Book 514, page 4, Cherokee County, North Carolina Registry.

LOT 6 ~ SUNNY POINT RIDGE

23 :: 22_89.92.DES∞{Sumpter.pr}

PIN: 454100422576000

SCHEDULE "A"