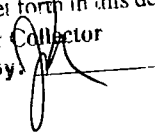


FILED Dec 14, 2015 04:27:57 pm  
BOOK 01526  
PAGE 0199 THRU 0202  
INSTRUMENT # 05339  
RECORDING \$26.00  
EXCISE TAX (None)

FILED  
CHEROKEE  
COUNTY NC  
DAPHNE DOCKERY  
REGISTER  
OF DEEDS

**CHEROKEE COUNTY TAX CERTIFICATE**  
There are no delinquent taxes due that are a lien  
against the Parcel Number(s) set forth in this deed  
Cherokee County Tax Collector  
Date: 12/14/15 By: 

## WARRANTY DEED

DEED STAMPS: \$0.00

This instrument was prepared by David E. Cowan of the law firm of Cowan & Cowan, P.A. Title to the lands and/or interest in lands described herein is not certified unless a separate, written title opinion has been given to, or title insurance obtained for, the Grantees herein by said law firm.

Based upon information furnished by the Grantor(s) or their agents, the accuracy of which is not guaranteed by Cowan & Cowan, P.A., the mailing address of the Grantors is as stated after their name, and the property described in this deed  includes  does not include, the primary residence of a Grantor.

PIN Number: 447900854890000, 448901079755000 & 448901079935000

State of North Carolina  
County Of Cherokee

Title File No. 15-743

This Indenture made the 13th day of October, 2015, by and between:

**MARGUERITE O'BRYON,**  
un-remarried widow of Wayne O'Bryon  
601 Juniper Place  
Wellington, FL 33414

hereinafter called Grantors, and

**MARGUERITE C. PROSPERO O'BRYON and  
MARGUERITE C. PROSPERO, Trustees of the  
Marguerite C. Prospero O'Bryon 2015 Revocable Trust  
dated July 10, 2015  
601 Juniper Place  
Wellington, FL 33414**

hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

**Witnesseth;** That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, (subject to the terms, conditions, covenants, restrictions, exceptions and reservations hereinafter stated, if any), the following particularly described real estate, located in Cherokee County, North Carolina to-wit:

Lot 51, Posey Place

That certain tract consisting of 1.72 acres, more or less, designated as Lot 51, Posey Place, situate on the East side of U. S. Highway 19-129, Notla Township, Cherokee County, North Carolina, as is depicted on that survey plat dated December 15, 1992, by Philip G. Allen, R.L.S., incorporated herein by reference, filed in Plat Cabinet C, Slide 36, Cherokee County, North Carolina Registry.

CONVEYED FURTHER IS: a non-exclusive, perpetual right of way and easement thirty (30) feet wide, fifteen (15) feet on each side of the centerline thereof, over and across the subdivision access roads, part of which forms the northern boundary line of this tract as the same extends through appurtenant lands of Posey Property to provide vehicular and utility ingress and egress to and from Highway 19-129.

TITLE TO THESE PREMISES IS SUBJECT TO: 1) that non-exclusive, perpetual, reciprocal right of way and easement thirty (30) feet wide, fifteen (15) feet on each side of the centerline thereof, part of which forms the southern boundary line of this tract as the same extends through appurtenant lands of Posey Property to provide vehicular and utility ingress and egress to and from Highway 19-129; 2) the restrictive covenants and conditions governing the use and enjoyment of the Posey Place Subdivision as specified in that indenture filed for record in Deed Book 575, Page 23, Cherokee County, North Carolina Registry; 3) the blanket electric utility line easement fifteen (15) feet wide as specified in that easement deed from P. Thomas Posey and wife, Joan L. Posey to Blue Ridge Mountain Electric Membership Corporation as filed for record in Deed Book 551, Page 97.

FOR SOURCE OF TITLE reference Deed Book 1175, Page 178, Cherokee County Registry.

Lot 56, Holly Berry Estates

All that certain tract or parcel of land containing 1.42 acres, more or less, being designated as Lot 56 Holly Berry Estates, lying in Notla Township, Cherokee County, North Carolina, being more particularly described according to a plat of survey dated April 27, 1998 by Jeffrey B. Weatherly, R.L.S., and from said plat of survey described as follows:

BEGINNING on a point in the centerline of an existing 60 foot wide right of way and easement and on a corner common to Lot 55, the Southernmost corner of the herein described tract, and runs thence from said beginning point with or near said easement centerline the following five (5) courses and distances: North 44-10 East 109.76 feet, North 34-11 East 108.59 feet, North 34-11 East 11.74 feet, North 31-20 East 58.38 feet and North 37-34 East 50.01 feet to a point at or near said easement centerline; thence leaving said easement centerline and running North 07-53 East 64.29 feet to an iron rod set on a corner common to Lot 58, the Northeast corner of the herein described tract; thence running with the line common to Lot 58 North 85-58 West 36.35 feet to a point at or near the centerline of an existing 30 foot wide right of way and easement; thence running with the line common to Lot 57 North 85-58 West 20.00 feet to an iron rod set on the West margin of said easement; thence continuing with the line common to Lot 57 North 85-58 West 179.61 feet to an iron rod set; thence continuing with the line common to Lot 57 North 85-58 West 15.00 feet to a point on the East margin of a pond; thence continuing with the line common to Lot 57 North 85.58 West, traversing a portion of said pond, 64.05 feet to a point on the North margin of said pond, the Northwest corner of the herein described tract; thence leaving Lot 57 and running with or near the centerline of said pond and with the line common to Lot 61 South 15-52 East 118.19 feet to a computed point within said pond; thence leaving Lot 61 but continuing with or near the centerline of said pond and with the line common to Lot 55 South 15-52 East 227.87 feet to a point on the Southeast margin of said pond; thence continuing South 15-52 East 6.52 feet to an iron rod set within the above mentioned 60 foot wide right of way and easement; thence continuing South 15-52 East 15.00 feet to the BEGINNING.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right of way and easement over and across the above described 60 foot wide right of way and easement, the centerline of which forms the East boundary line of the above described lot and over and across the 30 foot wide right of way and easement that traverses the Northeast corner of the above described lot for the purposes of ingress, egress, regress and utilities thereon from the above described lot to the public road.

EXCEPTING AND RESERVING FROM THIS CONVEYANCE is a non-exclusive, perpetual right of way and easement over and across both above described rights of way and easements for the purposes of ingress, egress, regress and utilities thereon from the remaining appurtenant lands of the ~~Grantor to the public road.~~

THIS CONVEYANCE IS SUBJECT TO those certain covenants and restrictions governing Holly Berry Estates as recorded in Deed Book 596, Page 153 as amended in Deed Book 615, Page 152 and in Deed Book 668, Page 16, Cherokee County Registry.

THIS CONVEYANCE IS SUBJECT TO the right of way and easement for electric utility lines as recorded in Deed Book 585, Page 129, Cherokee County Registry.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right and easement to obtain water from a community well as set forth in Deed Book 976, Page 219, Cherokee County Registry.

FOR SOURCE OF TITLE reference Deed Book 1022, Page 263, Cherokee County Registry.

Lot 57, Holly Berry Estates

All that certain tract or parcel of land containing 1.30 acres, more or less, being designated as Lot 57, Holly Berry Estates, lying in Notla Township, Cherokee County, North Carolina, being more particularly described according to a plat of survey dated April 27, 1998 by Jeffrey B. Weatherly, R.L.S., and from said plat of survey described as follows:

BEGINNING on a point at or near the centerline of a 30 foot wide right of way and easement and on a point in the line of Lot 56, and runs thence from said beginning point with or near said easement centerline the following 16 courses and distances: North 28-53 East 36.41 feet, North 19- 07 East 12.35 feet, North 09-53 East 18.88 feet, North 10-28 West 27.54 feet, North 22-10 West 25.00 feet, North 18-03 West 27.85 feet, North 24-56 West 20.76 feet, North 46-44 West 24.91 feet, North 72-18 West 19.15 feet, North 79-22 West 29.92 feet, North 79-31 West 48.63 feet, North 80- 45 West 46.88 feet, North 77-49 West 42.92 feet, North 75-48 West 20.55 feet, South 88-54 West 40.95 feet and South 86-49 West 49.64 feet to a point at or near said easement centerline and a corner common to Lot 61, the Northwest corner of the herein described tract; thence leaving said easement centerline and running with the line common to Lot 61 the following 5 courses and distances: South 24-44 East 15.00 feet to an iron rod set, South 24-44 East 44.75 feet to an iron rod set, South 24-44 East 10.00 feet to a drain pipe, South 05-18 East 115.67 feet to an iron rod set and South 05-18 East 15.00 feet to a point at or near the North margin of a pond, the Southwest corner of the herein described tract; thence leaving Lot 61 and running with the line common to Lot 56 the following 3 courses and distances: South 85-58 East 79.05 feet to an iron rod set, South 85-58 East 179.61 feet to an iron rod set and South 85-58 East 20.00 feet to the BEGINNING.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right of way and easement over and across the above described 30 foot wide right of way and easement, the centerline of which forms the East and North boundary lines of the above described lot for the purposes of ingress, egress, regress and utilities thereon from the above described lot to the public road.

EXCEPTING AND RESERVING FROM THIS CONVEYANCE is a non-exclusive, perpetual right of way and easement over and across both above described rights of way and easements for the purposes of ingress, egress, regress and utilities thereon from the remaining appurtenant lands of the Grantor to the public road.

THIS CONVEYANCE IS SUBJECT TO those certain covenants and restrictions governing Holly Berry Estates as recorded in Deed Book 596, Page 153 as amended in Deed Book 615, Page 152 and in Deed Book 668, Page 16, Cherokee County Registry.

THIS CONVEYANCE IS SUBJECT TO the right of way and easement for electric utility lines as recorded in Deed Book 585, Page 129, Cherokee County Registry.

FOR SOURCE OF TITLE reference Deed Book 1022, Page 260, Cherokee County Registry.

**To Have and To Hold** the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to **MARGUERITE C. PROSPERO O'BRYON and MARGUERITE C. PROSPERO, Trustees of the Marguerite C. Prospero O'Bryon 2015 Revocable Trust dated July 10, 2015**, the said Grantee, and heirs and assigns forever, upon the trust and with the powers herein set forth;

**FIRST.** Said Trustee shall have full power and authority to sell said land, or any part thereof, either by public auction or private sale at such prices and upon such terms as he may see fit, to execute deeds to the purchaser, for all lands so sold, and for all deferred payments to take notes payable to themselves as Trustee secured by Deed of Trust.


SECOND. Said Trustee shall have full power and authority to mortgage, encumber, pledge, hypothecate, lease, rent or improve the said property as he may see fit.

THIRD. Said Trustee is acting as Trustee for other parties with whom he has entered into a contract setting forth certain other and further conditions with regard to this trust which shall be binding as between the Trustee and those for whom he is acting; but strangers to said contract and purchasers of said lands from the Trustee shall not be bound thereby and shall be required to look only to the powers and authority of said Trustee as set out and granted in this conveyance.

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, each Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

*Marguerite O'Bryon*  
Marguerite O'Bryon

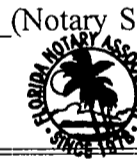
 Julia C. Kirk  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF903172  
Expires 3/1/2019

State of Florida, County of Palm Beach

I, Julia C Kirk, a Notary Public for said County and State, do hereby certify that **Marguerite O'Bryon**, being personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

WITNESS my hand and official seal, this the 2<sup>nd</sup> day of December, 2015.

*Julia C. Kirk*  
Notary Public

(Notary Seal)  Julia C. Kirk  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF903172  
Expires 3/1/2019

My commission expires 03/1/2019

Prepared By  
**Cowan & Cowan, P.A.**  
*Attorneys at Law*  
P.O. Box 579  
Murphy, North Carolina  
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