

BK 2350 PG 1555 - 1558



Feb - 06 2023 LP

**This instrument prepared by:
Kimberly R. Coward, a licensed
North Carolina Attorney
Coward, Hicks & Siler, P. A.
Post Office Box 1918
Cashiers, NC 28717**

Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

**Rev. \$1,950.00; improved; not primary residence
PIN: 7560-75-1668; whole transfer**

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

WARRANTY DEED

THIS WARRANTY DEED is made this 6th day of February, 2023, by and between GARRETT TAYLOR and wife, VICKI DELUCIA, of 8081 Cullowhee Mountain Road, Cullowhee, NC 28723, hereinafter referred to collectively as "Grantor," and DANIEL P. SULLIVAN and wife, WANDA H. SULLIVAN, of 335 Twin Lakes Drive, Highlands, NC 28741, hereinafter referred to collectively as "Grantee." The terms grantor and grantee shall be used as neuter singular designation of the parties hereto, their personal representatives, heirs, successors and assigns.

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 or parcel of land situated in Cashiers Township, Jackson County, North Carolina, and more particularly described as follows:

BEING all of the same lands and other real property interests conveyed to Grantor herein by deed recorded in Book 2212, Page 39 and Book 400, Page 51, Jackson County Registry, and described as follows:

“Being Lot No. Ten (10) of the property of Holly Berry Mountain Estates, as shown by unrecorded map thereof as surveyed and platted by C. W. McDowell, in May, 1966, and being described as follows:

“BEGINNING at a point in the center line of the private road leading into Holly Berry Mountain Estates, the same being the Northwest corner of the land conveyed on May 5, 1967, by Ervin J. Baumrucker, et al, to Herbert A. Franke and wife, Pauline H. Franke, the same being situated North 5 degrees 45 minutes West 35 feet from an iron pipe in the South margin of said road; runs thence with the west line of the land described in said road; runs thence with the west line of the land described in said deed South 25 degrees 45 minutes East, passing said iron pipe at 35 feet, a second iron pipe at 205 feet, a third iron pipe at 284 feet, whole distance 323 feet to an iron pipe in the North margin of the large lake; thence with the north margin of same in a westerly direction to an iron pipe, the Southeast corner of the lands this day conveyed by Ervin J. Baumrucker, et al to Lee J. Kevitt; thence with the East line of said tract North 23 degrees 30 minutes West, passing an iron pipe at 109 feet, a second iron pipe at 389 feet, whole distance 421 feet to a point in the center line of the private road leading into Holly Berry Estates; runs thence with the center line of said road North 81 degrees 35 minutes East 59 feet; North 70 degrees 39 minutes East 34 feet and North 52 degrees 27 minutes East 48 feet to the point of BEGINNING.

“This conveyance is made subject to the right-of-way of the 60-foot private road leading into Holly Berry Mountain Estates.

“Parties of the first part convey unto parties of the second part, their heirs and assigns, the right to use in common with Ervin J. Baumrucker, et al, their heirs and assigns, the 60-foot private road leading from the Northeast corner of the land above described in an Easterly direction to its intersection with State Road #1107.”

SUBJECT TO the Restated and Amended Declaration of Protective Covenants for Holly Berry Mountain Estates dated September 8, 1981, and recorded in Book 540, Page 546, and amended by instrument recorded in Book 607, Page 334, extended by instrument recorded in Book 1070, Page 455, and amended by Second Amendment recorded in Book 1707, Page 64, Jackson County Registry, to which reference is specifically made, together with any and all recorded supplements and/or amendments thereto of public record.

In accepting this conveyance, the Grantee acknowledges that membership in Holly Berry Association, Inc. is an appurtenance to the property hereinabove described and hereby conveyed, that the benefits and burdens of such membership cannot be severed from the fee to which it is appurtenant, and that said benefits and burdens shall run perpetually with the land.

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, subject to the reservations, exceptions and limitations contained herein.

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 except for the exceptions hereinafter stated.

Title to the property hereinabove described is conveyed subject to the following exceptions:

Exceptions and reservations contained in this deed and/or in instruments referenced herein.

Easements and rights-of-way for public and private roads and utilities, of public record.

Lien of ad valorem taxes for the current year and subsequent years, not yet due and payable.

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IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, the day and year first above-written.

[Signature] (SEAL)
GARRETT TAYLOR

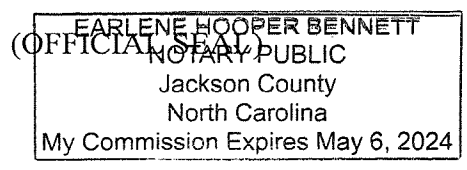
[Signature] (SEAL)
VICKI DELUCIA

STATE OF North Carolina

COUNTY OF Jackson

I, a Notary Public of JACKSON County and the State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: GARRETT TAYLOR, and wife, VICKI DELUCIA.

DATE: 02-02-2023



[Signature]
Notary Public
Earlene Hooper Bennett
(Printed Name of Notary)

My Commission Expires: May 06, 2024.

22-1503/ps