

0943  
0159

BK 943 PG 159

06462

Davie County, North Carolina  
Excise Tax Paid \$514.00  
11-8-13

FILED FOR REGISTRATION  
NOVEMBER 8, 2013 11:45 A.M.  
DATE TIME  
AND RECORDED IN BOOK 943 PAGE 159  
M. BRENT SHOAF, REGISTER OF DEEDS  
DAVIE COUNTY, NC  
BY *[Signature]*  
DEPUTY

DEED TRANSFER CHECKED

DATE 11-8-13 BY *[Signature]*  
TAX ADMINISTRATOR

This instrument drafted by: John A. Richardson, III [22 Miller Street; Winston-Salem, NC 27104]  
A Title Search May Not Have Been Performed Or Requested

After recording, mail to: Stephen Anthony Grimaldi and Rebecca Mae Grimaldi  
249 Persimmon Grove Lane  
Mocksville, NC 27028

After recording, send tax bills to: Stephen Anthony Grimaldi and Rebecca Mae Grimaldi  
249 Persimmon Grove Lane  
Mocksville, NC 27028

Parcel#: J300000023 PIN#: 5727597580

North Carolina )  
)  
Forsyth County )

GENERAL WARRANTY DEED

Stamps: \$514.00

This property is \_\_\_\_\_ is not  the primary residence of the Grantor(s).

This deed, made this the 07th day of November, 2013, by: (1) Robert A. Joyner, as Administrator of the Estate of Jeffrey Dean Joyner (of 219 Williamson Road; Ste. 2202; Mooresville, NC 28117) [see Davie County Clerk of Court Estate File 11 E 062] and (2) John C. Hillard and wife, Brandi J. Hillard [f/k/a: Brandi Joyner Deese] (of 142 Center Circle, Mocksville, NC 27028) ["Grantor(s)"]; to Stephen Anthony Grimaldi and wife, Rebecca Mae Grimaldi, (of 249 Persimmon Grove Lane; Mocksville, North Carolina 27028) ["Grantee(s)"];

WITNESSETH:

WHEREAS:

1. Jeffrey Dean Joyner died intestate and unmarried on 26 January 2011, a resident of Davie County, North Carolina.
2. Robert A. Joyner, qualified as Administrator of the Estate of Jeffrey Dean Joyner.
3. Brandi J. Hillard [f/k/a: Brandi Joyner Deese], the only child of Jeffrey Dean Joyner and the spouse of John C. Hillard, is the sole heir of the Estate of Jeffrey Dean Joyner.
4. Accordingly, Robert A. Joyner, signs this deed in his capacity as Administrator of the Estate of Jeffrey Dean Joyner. John C. Hillard and spouse, Brandi J. Hillard, sign this deed to release any fee, and or marital interests, that they have, or may have, in the subject property.
5. The publication of the Notice to Creditors has occurred. The appropriate Inheritance Tax Certification has been duly filed.

6. On 20 February 2013, the Administrator filed a **First Annual Accounting for the Decedent's Estate** with the **Davie County Clerk of Superior Court**.
7. By their signatures below, the Administrator and other Grantors affirm that the contract sales price is a fair and adequate price for the subject property.
8. It is the judgment of the Administrator that it is in the best interests of the **Estate of Jeffrey Dean Joyner** to sell the subject real property and does join with all of the heirs at law, and their spouses, to sell the subject property for the contract sales price.
9. The above-named Grantors, by their signatures below, affirm that they are in agreement with **Robert A. Joyner**, as **Administrator of the Estate of Jeffrey Dean Joyner** to sell the subject real property to the above-named Grantees for the contractually agreed upon sales price with the net proceeds to be delivered to the **Estate of Jeffrey Dean Joyner** less expenses of the Estate paid at closing for later distribution as the Estate's net proceeds and/or for the payment of any Estate debts.
10. The above-named Grantors, by their signatures below, join in the signing of this deed to release any and all interests they have, or may have, in the subject real property described on Exhibit A to the above-named Grantee(s).
11. By his/her signature below, the Administrator affirms that the subject real property and Estate are either exempt from Federal Estate Taxes or that such taxes have been fully paid.
12. By his/her signature below, the Administrator affirms the Notice to Creditors has run for more than ninety days and all known valid debts of the Estate have been fully paid or that sufficient assets exist to pay such debts.
13. By his/her signature below, the Administrator affirms that he/she verily believed that the contract sales price was fair and adequate and was as much as he/she could reasonably expect to receive from the sale of the real property described on Exhibit A.
14. By his/her signature below, the Administrator affirms that he/she has not placed any encumbrances upon the subject real property described in Exhibit A.

WHEREAS, it is the purpose and intention of the above-named Grantors, **(1) Robert A. Joyner**, as Administrator of the Estate of Jeffrey Dean Joyner, and **(2) John C. Hillard** and spouse, **Brandi J. Hillard**, to convey the hereinafter described real property, in fee simple, to the Grantee(s) named herein;

NOW, THEREFORE, the above-named Grantors, **(1) Robert A. Joyner**, as Administrator of the Estate of Jeffrey Dean Joyner, and **(2) John C. Hillard** and spouse, **Brandi J. Hillard**, in consideration of the premises and the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration to him/her/them paid by the Grantee(s), the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Grantee(s), his/her/their/its heirs and/or assigns, a tract or parcel of land in the **County of Davie**, and State of North Carolina, in the \_\_\_\_\_ **Township**, and described as:

**SEE ATTACHED: EXHIBIT A**

To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said Grantee(s) his/her/their/its heirs and/or assigns, and successors-in-interest forever.

And the above-named Grantors, (1) Robert A. Joyner, as Administrator of the Estate of Jeffrey Dean Joyner, and (2) John C. Hillard and spouse, Brandi J. Hillard, do covenant that he/she/they/it are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances; and that he/she/they/it, as said above-named Grantors, will warrant and defend the said title to the same against the lawful claims of all persons whatsoever; save and except for the Personal Representative who shall not warrant and defend the said title in his/her personal capacity. Subject to easements, rights-of-way and restrictions of record plus current year *ad valorem* taxes.

[Signatures and acknowledgements are found on this and the following page.]

In Testimony Whereof, the said Grantor(s) has/have hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

Robert A. Joyner (SEAL)  
Robert A. Joyner, as Administrator of the Estate of Jeffrey Dean Joyner  
[see Davie County Clerk of Court Estate File 11 E 062]

State of North Carolina

~~Forsyth~~ County

DAVIE

I, CONSTANCE O. KOWALSKIE, a Notary Public in and for DAVIE County, State of North Carolina, do hereby certify that Robert A. Joyner, as Administrator of the Estate of Jeffrey Dean Joyner [see Davie County Clerk of Court Estate File 11 E 062] personally appeared before me this day and acknowledged the execution of the foregoing General Warranty Deed. Witness my hand and Notarial Seal, this the 7 day of November, 2013.

Constance O. Kowalske (seal)  
Notary Public

CONSTANCE O KOWALSKIE  
NOTARY PUBLIC  
DAVIE COUNTY, NC  
My Commission Expires 3-14-2016

CONSTANCE O. KOWALSKIE

M. Brent Shoaf, Register of Deeds for Davie County, North Carolina by: \_\_\_\_\_

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0162

In Testimony Whereof, the said Grantor(s) has/have hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

John C. Hillard Brandi J. Hillard AIF (SEAL)  
John C. Hillard by Brandi Hillard a/k/a Brandi J. Hillard

Brandi J. Hillard (SEAL)  
Brandi J. Hillard

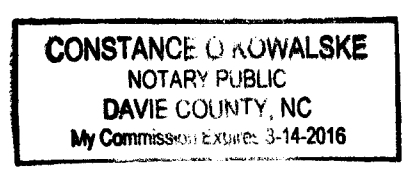
State of North Carolina  
DAVIE County

I, CONSTANCE D. KOWALSKA Notary Public for DAVIE County and aforesaid State, do hereby certify that Brandi Hillard, attorney in Fact for John C. Hillard, personally appeared before me this day, and being by me duly sworn, says that (s)he executed the foregoing and annexed instrument for and in behalf of the said John C. Hillard, and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds in the County of Davie, State of North Carolina, on the 17<sup>th</sup> day of July, 2013, and recorded in Deed Book 932, Page 629, and that this instrument was executed under and by virtue of the authority given by said instrument granting him/her power of attorney. I do further certify that the said Brandi Hillard acknowledged the due execution of the foregoing an annexed instrument for the purposes therein expressed for and in behalf of the said John C. Hillard. Witness my hand and Notarial Seal, this the 7 day of November, 2013.

Constance D. Kowalske (seal)  
Notary Public CONSTANCE D. KOWALSKA

My Commission Expires: 3.14.2016

SEAL

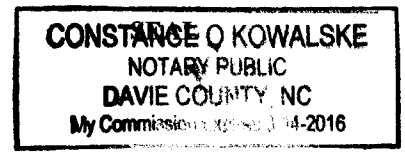


State of North Carolina  
DAVIE County

I, CONSTANCE D. KOWALSKA, a Notary Public in and for DAVIE County, State of North Carolina, do hereby certify that Brandi J. Hillard personally appeared before me this day and acknowledged the execution of the foregoing General Warranty Deed. Witness my hand and Notarial Seal, this the 7 day of November, 2013.

Constance D. Kowalske (seal)  
Notary Public CONSTANCE D. KOWALSKA

My Commission Expires: 3.14.2016



M. Brent Shoaf, Register of Deeds for Davie County, North Carolina by: \_\_\_\_\_

**EXHIBIT A**

**BEGINNING** at an iron in the northeastern corner of the property of Jonathan Matlock and Stacy Matlock (see Davie County Registry Deed Book 882, Pages 670 and 671; commonly known as PIN# 5727593333); running thence **North 86° 37' 54" West 312.33 feet to an iron**; thence running **North 08° 40' 53" West 5.23 feet to a ¾" bent iron** in the northeastern corner of the property of Evangelical Church Apostles and Prophets (see Deed Book 614, Page 870, D.C.R.; PIN# 5727497650), said corner also being in the southern margin of a 60' private access and utility easement shown as a proposed easement at Plat Book 08, Page 249 and Plat Book 08, Page 308, D.C.R., then noted at Plat Book 10, Page 350, D.C.R. (commonly known as Persimmon Grove Lane); running thence with the northern line of said Evangelical Church Apostles and Prophets' property and the presumed southern margin of said 60' private access and utility easement shown as a proposed easement at Plat Book 08, Page 249 and Plat Book 08, Page 308, D.C.R., then noted at Plat Book 10, Page 350, D.C.R. (commonly known as Persimmon Grove Lane), **North 84° 24' 11" West 635.22 feet to an iron** in the eastern margin of the right-of-way for Green Hill Road (S.R. 1116/1139); running thence with the eastern margin of the right-of-way for said Green Hill Road, **North 12° 30' 51" West 63.09 feet to an iron**, said iron being the southwestern corner of the property of the William and Peggy Joyner Living Trust (see Deed Book 932, Page 631; D.C.R.; PIN# 5727498878); running thence with the said William and Peggy Joyner Living Trust's southern line and with the northern margin of the aforementioned 60' private access and utility easement shown as a proposed easement at Plat Book 08, Page 249 and Plat Book 08, Page 308, D.C.R., then noted at Plat Book 10, Page 350, D.C.R. (commonly known as Persimmon Grove Lane), **South 84° 23' 45" East 653.61 feet to an iron**, thence continuing with the aforementioned William and Peggy Joyner Living Trust's southern line and the northern margin of the aforementioned Persimmon Grove Lane, **South 86° 37' 48" East 348.02 feet to an iron** in the southeastern corner of the aforementioned William and Peggy Joyner Living Trust property at Deed Book 932, Page 631, D.C.R.; running thence **North 05° 12' 52" East 6.94 feet to an iron** in the southwestern corner of another William and Peggy Joyner Living Trust tract (see Deed Book 614, Page 621; D.C.R.; PIN# 5727595964); running thence with the southern line of the second referenced William and Peggy Joyner Living Trust tract (see Deed Book 614, Page 621; D.C.R.; PIN# 5727595964) and the northern margin of the aforementioned Persimmon Grove Lane, **South 89° 27' 44" East 235.08 feet to an angle iron** in the southwestern corner of the property of Deborah J. Hendrix (see Deed Book 630, Page 869; D.C.R.; PIN# 5728600056) **North 88° 09' 08" East 832.70 feet to an iron** in the aforementioned Hendrix's southeastern corner; running thence **South 04° 55' 11" West 1038.58 feet to a 1.5" iron** in, or near, a branch, said iron marking the northeastern corner of the property of Bobby Lee Keller (see Deed Book 314, Page 105; D.C.R.; PIN# 5727488972); running thence with said Keller's northern line, **North 83° 16' 30" West 949.87 feet to an iron** in the southeast corner of the aforementioned Matlock property; thence with the eastern line of said Matlock property, **North 05° 10' 14" West 832.56 feet to an iron**, **THE POINT AND PLACE OF BEGINNING**. Containing **24.07 acres**, more or less. All according to an unrecorded survey of Allied Land Surveying Co., P.A.; 4720 Kester Mill Road; Winston-Salem, NC 27103. Job No. 11-179. Dated: 16 October 2013.

Subject to the below Comments 1, 2 and 3.

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**Description: Page 2 of 2**

**Comment 1:** The above-described tract is a flag lot. The "pole" (or "neck") portion of the said flag lot is the above referenced Persimmon Grove Lane which specifically serves as a 60-foot wide access and utility easement for above-referenced lots that are also listed below:

1. **PIN# 5727497650:** currently in the name of the Evangelical Church Apostles and Prophets (see Deed Book 614, Page 870, D.C.R.). [See other easement grants at: Deed Book 107, Page 813; Deed Book 169, Page 838 and Deed Book 201, Page 156]
2. **PIN# 5727498878:** currently in the name of the William and Peggy Joyner Living Trust (see Deed Book 932, Page 631; D.C.R.).
3. **PIN# 5727595964:** currently in the name of the William and Peggy Joyner Living Trust (see Deed Book 614, Page 621; D.C.R.).
4. **PIN# 5728600056:** currently in the name of Deborah J. Hendrix (see Deed Book 630, Page 869; D.C.R.).

The said 60' Access and Utility Easement (commonly known as Persimmon Grove Lane) is described below per the metes and bounds definition provided at Plat Book 08, Page 249, D.C.R. recorded by Deborah J. Hendrix who is shown on the plat as "Owner" but in fact owned only a lot that the easement benefits (see Deed Book 630, Page 869; D.C.R.). The tract over which the easement defined at Plat Book 08, Page 249 passes was owned at the time of the recording of Plat Book 08, Page 249 by Jeffrey Dean Joyner who did not sign the recorded Plat Book 08, Page 249 as owner. The Plat Book 08, Page 249 description is as follows:

**BEGINNING** at an iron in the northeastern corner of the property of Green Hill Baptist Church (see Deed Book 107, Page 466, D.C.R.; now known as the property of Evangelical Church Apostles and Prophets [see Deed Book 614, Page 870, D.C.R.]); running thence South 86° 37' 36" East 815.31 feet to a point; running thence North 03° 22' 24" East 60.00 feet to a point; running thence North 86° 37' 36" West 40.62 feet to a point; running thence North 03° 22' 24" East 35.95 feet to a point; running thence South 88° 08' 55" West 60.25 feet to a point; running thence South 03° 22' 24" West 30.46 feet to a point; running thence North 86° 37' 36" West 305.58 feet to a point; running thence North 03° 22' 24" East 9.87 feet to a point; running thence North 89° 27' 12" West 60.07 feet to an iron; running thence South 03° 22' 24" West 6.91 feet to a point; running thence North 86° 37' 36" West 348.06 feet to a point; running thence North 84° 23' 53" West 653.65 feet to a point in the eastern margin of Green Hill Road (S.R. 1160); running thence South 11° 23' 13" East 62.74 feet to a point; running thence South 88° 08' 55" East 60.25 feet to a point, the POINT AND PLACE OF BEGINNING.

A subsequent Plat Book 08, Page 308 describes Persimmon Grove Lane as a "Proposed 60' Private Access & Utility Easement" without the benefit of a metes and bounds description. Plat Book 08, Page 308 is signed by an adjacent lot owner, Theron Miller Stewart, III (see Deed Book 647, Page 813; D.C.R.). The tract over which the easement stated at Plat Book 08, Page 308 passes was owned at the time of the recording of Plat Book 08, Page 308 by Jeffrey Dean Joyner who did not sign the recorded Plat Book 08, Page 308 as owner.

The current, most recent plat to address the easement status of Persimmon Grove Lane is recorded at Plat Book 10, Page 350 which describes Persimmon Grove Lane as an unqualified "60' Private Access & Utility Easement" without the benefit of a metes and bounds description. The tract over which the easement stated at Plat Book 10, Page 350 passes was owned at the time of the recording of Plat Book 10, Page 350 by the Estate of Jeffrey Dean Joyner whose Administrator, Robert A. Joyner, signed the recorded Plat Book 10, Page 350 as owner.

The metes and bounds description at Plat Book 08, Page 249, in combination with the Plat Book 10, Page 350 statement of Persimmon Grove Lane as an unqualified easement, may have created an access and utility easement in favor of all adjacent landowners along Persimmon Grove Lane. However, no lots adjacent to the said Persimmon Grove Lane, other than those mentioned in this Comment 1, have yet to be granted a specific, recorded easement over Persimmon Grove Lane to a public road, currently Green Hill Road.

**Comment 2:** The above-referenced Persimmon Grove Lane is subject to Road Maintenance Agreements at Deed Book 630, Page 872 and at Deed Book 443, Page 180; D.C.R..

**Comment 3:** The above described tract is further subject to riparian rights in and to creek/river branches noted on the above-referenced survey.

Being the same property described at **Deed Book 599, Page 501; D.C.R..**

**Property Address: 249 Persimmon Grove Lane  
Mocksville, NC 27028**

**Parcel#: J300000023 PIN#: 5727597580**

Re: Stephen A. Grimaldi & Rebecca M. Grimaldi