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NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$310.00

Parcel Identifier No. 9844-59-2803 Verified by _____ County on the ____ day of _____, 20__
By: _____

This instrument was prepared by: BAGWELL HOLT SMITH P.A.

Grantee's address (return to): 323 Tinnin Road, Efland, NC 27243

THIS DEED is made this 24th day of January, 2019, by and between

GRANTOR	GRANTEE
HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC., a North Carolina corporation	TANISHA WHITSETT , unmarried

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 or parcel of land situated in the **Orange County**, North Carolina and more particularly described as follows:

BEING all of Lot 2, as shown on plat for Habitat for Humanity, Orange County, N.C., Inc., recorded in Plat Book 118, Page 89, Orange County Registry, reference to which is hereby made for a more particular description of same.

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.

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, excepting ad valorem taxes for the current year, restrictive covenants of record affecting the property, utility easements and rights of way of record, of all persons whomsoever.

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

**HABITAT FOR HUMANITY, ORANGE COUNTY,
N.C., INC., a North Carolina corporation**

Address: 88 Vilcom Center Dr., L110
Chapel Hill, North Carolina 27514

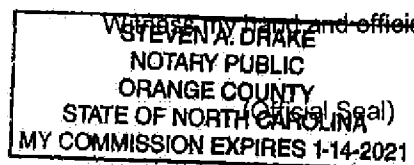
By: *X Susan Newton*
Susan Newton, President

Pursuant to N.C.G.S. §105-317.2, the Seller/Grantor states as follows:

The property conveyed herein _____ includes X does not include (initial one) the primary residence of one or more of the Grantors. Grantor's address is provided above.

Orange County, North Carolina

I, STEVEN D. DRAKE, a Notary Public for Orange County, North Carolina, certify that Susan Newton personally came before me this day and acknowledged that she is **President of Habitat for Humanity, Orange County, N.C., Inc.**, a North Carolina corporation, and that he, as **President**, being authorized to do so, executed the foregoing on behalf of the corporation.



Steven D. Drake
STEVEN D. DRAKE
Printed Name of Notary Public

My commission expires: 1/14/2021

EXHIBIT "A"
TO
DEED FROM
HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC. (GRANTOR)
TO
TANISHA WHITSETT, **unmarried** (Grantee)

RIGHT OF FIRST REFUSAL,
SHARED APPRECIATION AGREEMENT
AND
NON DISCRIMINATION COVENANT

Right of First Refusal. For and in consideration of the sale of the within improved lot to the Grantee, the Grantee for themselves, their heirs and assigns, join in the execution of this instrument for the limited purpose of bargaining, granting, and conveying to the Grantor, its successors and assigns the Right of First Refusal Of any bona-fide Offer to Purchase or Lease which Grantee finds acceptable for the sale or lease of the within property. This Right of First Refusal shall extend for a period of forty (40) years from the date of recording this Deed and during said forty (40) year period, the Grantee agrees with the Grantor that Grantee may not convey, sell or lease the within property to a third party without first offering the property for sale or lease to the Grantor, its successors and assigns upon the terms and conditions of any bona-fide offer received and deemed acceptable by the Grantee, their heirs and assigns. If Grantee receives a bona fide good faith offer from any person or entity to purchase the property, Grantee shall give written notice of said offer along with appropriate documentation and/or evidence of such bona fide offer within seven (7) days to Grantor, its successors and/or assigns. Grantor shall have thirty (30) days following receipt of such written notice of said offer within which to notify Grantee in writing of Grantor's intent to accept said offer and exercise this right of first refusal. Closing shall be made pursuant to the terms of said bona fide offer within sixty (60) days of receipt of written notice by Grantee of Grantor's intent to exercise this right of first refusal. Grantee shall convey the property by General Warranty Deed upon payment of the purchase price as set forth in the bona fide offer. Grantee agrees that if Grantee accepts an offer from any person or entity to purchase the property, Grantee will include in the contract to purchase and sell the property a notice of the right of First Refusal.

Shared Appreciation. If the Grantee should sell the property conveyed by this deed, it is understood and agreed that Grantor will have a "Shared Appreciation" right arising from any such sale and that the gross proceeds arising from any such sale shall be distributed as follows:

- (a) An amount representing the total of outstanding balances of the Promissory Notes secured by Deeds of Trust in favor of Grantor shall be paid to Grantor;
- (b) All amounts owing any third party lender secured by a Deed of Trust, if any, shall be paid in full;
- (c) All principal amounts repaid by Grantee to Grantor shall be paid to Grantee;
- (d) After payment of the Promissory Note balances as specified in provisions a) and b) above, and payment to Grantee of any amounts due under provision c), and payment of all expenses of the sale including, but not limited to, sales commissions, revenue stamps, the cost of preparation of a General Warranty Deed and Affidavit Regarding Liens, and other expenses incurred by Grantee in connection with the sale of the property, there shall be paid to the Grantor an amount equal to the then remaining sale proceeds multiplied by a percentage (%) factor equal to the percentage of the original sale price of the home that exceeded the original principal balance of the Promissory Note secured by the First Deed of Trust.
- (e) The balance, after payments of all amounts in provisions a), b), c) and d) above, shall be distributed to Grantee.

It is acknowledged and agreed by the parties hereto that this Shared Appreciation Agreement does

not create a partnership or joint venture between the parties herein. Any share in the appreciation of the value of the property or cash flow paid to the Noteholder is interest and shall not be construed in any other fashion by the parties. It is further acknowledged and agreed that this agreement shall run with the land, and shall be binding upon the heirs, successors and assigns of the parties hereto.

It is further agreed by the Grantee (Covenantor) that during such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race, color or national origin with respect to the property. This covenant shall run with the land and be binding on the Grantee(s)/Covenantor(s) herein, their heirs, successors and assigns.

Grantee(s)/Covenantor(s):


TANISHA WHITSETT

Orange County, North Carolina

I hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the capacity indicated:

TANISHA WHITSETT

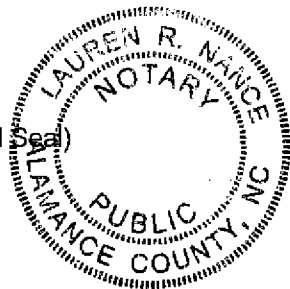
Date:

February 1, 2019 *REN*
~~January 1, 2019~~



Lauren Nance, Notary Public
Printed Name of Notary Public

(Official Seal)



My commission expires: 05/05/2021