

Filed For Registration On

2nd day of Dec. A.D. 1994
at 2:24 o'clock P.M. and regis-tered in the office of Register of
Deeds, Graham County, N.C. in Book

164 Page 146

Wanda Brooks
Register of Deeds

By _____ Assistant

Excise Tax

No Stamps

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by T.S.O. County on the _____ day of _____, 19____
 by _____

Mail after recording to _____

This instrument was prepared by Law Office of Donna K. Cody

Brief description for the Index 8.49 acres, more or less

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 18th day of February, 1994, by and between

GRANTOR

EDRIE LOVIN McCLUNG, unremarried widow

GRANTEE

LEWIS A. McCLUNG
 322 South Dunham
 Arlington, Washington 98223

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 City of n/a, Cheoah Township, Graham County, North Carolina and more particularly described as follows:

BEING 8.49 acres, more or less.

See Attachment "A" for a more particular and accurate
 description of said real property.

Attachment "A"

BEING that certain tract or parcel of real property lying in Cheoah Township, Graham County, North Carolina, said tract or parcel of real property being more particularly described as PARCEL B on a plat of survey by Alan C. Carver, RLS L-2969, dated December 1993 and titled "The Division of the Property of EDRIE McCLUNG", said plat of survey being recorded in Plat Book 5 at Page 984 of the Graham County Registry, and reference to said recorded plat of survey being made for a more particular and accurate description of said real property, and said PARCEL B being more particularly described from said recorded plat of survey as follows:

BEGINNING on a point in the centerline of NCSR #1112, designated as Point A on the recorded plat of survey, at a corner common to Eller (Bk.W P.406) and Phillips and runs thence from said BEGINNING POINT with a line common to Phillips, and with the centerline of NCSR #1112, the following fourteen (14) courses and distances:

S. 45-08-50 W. 46.98 feet, to a point;
 S. 43-27-31 W. 48.78 feet, to a point;
 S. 41-10-36 W. 73.38 feet, to a point;
 S. 42-05-26 W. 48.30 feet, to a point;
 S. 44-23-03 W. 48.51 feet, to a point;
 S. 45-52-14 W. 42.17 feet, to a point;
 S. 47-31-36 W. 49.17 feet, to a point;
 S. 48-20-53 W. 192.28 feet, to a point;
 S. 47-12-51 W. 73.96 feet, to a point;
 S. 46-16-15 W. 48.85 feet, to a point;
 S. 44-11-05 W. 48.20 feet, to a point;
 S. 41-50-44 W. 50.09 feet, to a point;
 S. 39-45-08 W. 49.72 feet, to a point;
 S. 39-03-48 W. 42.26 feet, to a point in the centerline of

N.C.S.R. #1112, designated as Point B on the recorded plat of survey, at a corner common to Richard McClung (Parcel A); thence, with a line common to Richard McClung (Parcel A) the following three (3) courses and distances:

N. 48-26-05 W. 22.76 feet, to a set re-bar;
 N. 48-26-05 W. 127.06 feet, to a set re-bar;
 S. 39-14-30 W. 297.15 feet, to a point at a corner common to

Marshall McClung (Parcel C); thence, with a line common to Marshall McClung (Parcel C) the following four (4) courses and distances:

N. 28-56-43 W. 29.46 feet, to a point;
 N. 17-05-12 W. 30.82 feet, to a point;
 N. 42-07-10 W. 165.53 feet, to a set re-bar;
 N. 08-09-59 W. 469.48 feet, to a set re-bar at a corner-

common to Eastern Band of Cherokee Indians (PRE.365); thence, with a line common to Eastern Band of Cherokee Indians (PRE.365), S. 85-56-29 E. 292.11 feet, to an existing concrete monument (Indian Band) at a corner common to Eller (Bk.W P.406); thence, with a line common to Eller (Bk.W P.406),

S. 03-20-09 W. 35.19 feet, to a point on a ridgetop; thence, continuing with a line common to Eller (Bk.W P.406), and with said ridgetop, the following five (5) courses and distances:

N. 75-36-24 E. 94.15 feet, to a point;
 S. 75-48-44 E. 60.35 feet, to a point;
 S. 63-56-11 E. 35.87 feet, to a point;
 N. 69-11-49 E. 62.44 feet, to a point;
 N. 73-22-13 E. 255.05 feet, to a point; thence, leaving said

ridgetop and continuing with a line common to Eller (Bk.W P.406), N. 78-35-34 E. 29.86 feet, to a set re-bar in a fence; thence, continuing with a line common to Eller (Bk.W P.406), and with said fence, the following two (2) courses and distances:

N. 78-35-34 E. 262.38 feet, to a set re-bar in the fence;
 N. 78-35-34 E. 48.27 feet, to the place and point of

BEGINNING, containing 8.49 acres, more or less, by double meridian distance.

The GRANTOR hereby EXCEPTS and RESERVES from this conveyance a permanent and perpetual road easement and right of way over and across an existing soil road and for a proposed road, a minimum of twenty (20) feet in width, located upon the real property,

Parcel B, conveyed herein, this existing soil road and proposed road being more particularly set forth on the recorded plat of survey referenced above and reference to said recorded plat of survey being made for a more particular location of said road easement and right of way. This road easement and right of way shall be a non-exclusive easement and right of way to be used in common by the Grantee and the owners of Parcel C, and their heirs, successors, and assigns in title for the purposes of ingress and egress from Parcels B and C to N.C.S.R. 1112, and shall include the right of the owners of Parcel C to widen and gravel the existing road, to construct the proposed road, and to maintain the entire road. This road easement shall be appurtenant to and shall run with Parcel C and shall be for the mutual benefit of PARCEL B and PARCEL C as set forth on the above referenced recorded plat of survey.

The GRANTOR hereby EXCEPTS and RESERVES from this conveyance a permanent and perpetual water easement for the use of a reservoir located upon Parcel B and more particularly set forth on the above-referenced recorded plat of survey, this water right and easement shall include the right of the owners of Parcel A and Parcel C, and their heirs, successors, and assigns to use said reservoir, to re-build and maintain said reservoir and to lay an underground pipeline from said reservoir across Parcel B for the conveyance of water from said reservoir to Parcel A and Parcel C as set forth on the above-referenced recorded plat of survey for residential purposes, all to be located as is most convenient to the Grantor. This easement shall be appurtenant to and shall run with Parcel A and Parcel C, and shall be a non-exclusive easement to be used in common by the owners of Parcel A, Parcel B, and Parcel C and their heirs, successors, and assigns in title, and all others having a right to use said reservoir and pipelines. The cost of maintaining the reservoir will be shared equally among all those parties who use said reservoir.

The GRANTOR hereby GRANTS and CONVEYS with PARCEL B a permanent and perpetual road easement and right of way over and across an existing soil road and for a proposed road, a minimum of twenty (20) feet in width, located upon Parcel A and Parcel C, this existing soil road and proposed road being more particularly set forth on the above-referenced recorded plat of survey and reference to said recorded plat of survey being made for a more particular location of said road easement and right of way. This road easement and right of way shall be a non-exclusive easement and right of way to be used in common by the Grantee, and the owners of Parcel A and Parcel C, and their heirs, successors, and assigns in title for the purposes of ingress and egress from Parcels A, B and C to N.C.S.R. 1112, and shall include the right of the owners of Parcel B to widen and gravel the existing road, to construct the proposed road, and to maintain the entire road. This road easement shall be appurtenant to and shall run with Parcel B and shall be for the mutual benefit of Parcels A, B and C as set forth on the above-referenced recorded plat of survey.

GRANTOR hereby GRANTS and CONVEYS with PARCEL B a permanent and perpetual water right and easement to a spring located near the old house place on Parcel C as set forth on the above-referenced recorded plat of survey. This water right and easement shall include the right of the Grantee or their heirs, successors, and assigns who have the right to use said spring, to build and maintain a reservoir at said spring, to lay an underground pipeline from said spring and/or reservoir across Parcel C for the conveyance of said water to Parcel B for residential purposes, all to be located as is most convenient to the Grantee and to enter upon Parcel C for the purpose of installing, inspecting, and maintaining said spring, reservoir, and pipelines.

This water easement shall be appurtenant to and shall run with the real property of Grantee, and shall be a non-exclusive easement to be used in common by the Grantee and the owners of Parcel A, and Parcel C, and their heirs, successors, and assigns, and all others having a right to use said spring, reservoir, and pipelines. The cost of maintaining said spring and/or reservoir will be shared equally among all those parties who use said spring and/or reservoir.

THIS CONVEYANCE IS MADE SUBJECT TO A RIGHT OF FIRST REFUSAL ON PARCEL B AS FOLLOWS:

At such time as the Grantee shall receive a valid offer for the purchase of Parcel B, or any portion thereof, they shall give written notice to Marshall McClung, Richard McClung, Samuel McClung, and Marie McClung Anderson, or if one of them should be deceased to the lineal descendant of that deceased person, of the terms of the offer. Upon Marshall McClung, Richard McClung, Samuel McClung, and Marie McClung Anderson receiving written notice of the terms of the offer, they shall have sixty (60) days from the date they receive notice of the offer to enter into a binding contract to purchase Parcel B, or that portion thereof, upon the same terms and conditions as in the third party's offer. If at the end of the sixty (60) days they have not entered into a binding contract with Grantees for the purchase of Parcel B, or that portion thereof, on the same terms and conditions as the third party offer, then the Grantee may convey said real property to the third party free and clear of any claims by way of this Right of First Refusal. This right of first refusal shall become effective immediately upon the recording of this deed, and shall continue for a period of twenty (20) years from the date of recording, and shall be binding upon the Grantee, and their heirs, successors, and assigns in title.

THIS conveyance is made SUBJECT TO a ROAD MAINTENANCE AGREEMENT recorded in Book 164 at Page 156 of the Graham County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book5..... page.....984.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging 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 of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

TIME TO THE ABOVE DESCRIBED PROPERTY IS NOT
CERTIFIED UNLESS A WRITTEN TITLE OPINION
IS RENDERED.
(NAME)
Donna K. Coda

IN WITNESS WHEREOF, the 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.

(Corporate Name)

By: -----

----- President

ATTEST: -----

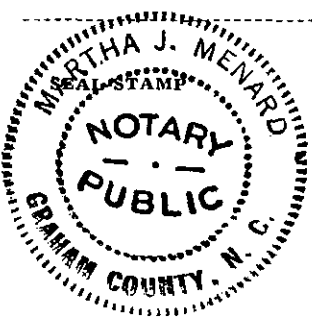
----- Secretary (Corporate Seal)

USE BLACK INK ONLY
Edrie Lovin McClung ----- (SEAL)
EDRIE LOVIN MCCLUNG

----- (SEAL)

----- (SEA

----- (SEAL)



NORTH CAROLINA, Graham County.
I, a Notary Public of the County and State aforesaid, certify that EDRIE LOVIN MCCLUNG
----- Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 18th day of February, 1994.
My commission expires: August 31, 1998 Martha J. Menard Notary Public

SEAL-STAMP

Use Black Ink
NORTH CAROLINA, ----- County.
I, a Notary Public of the County and State aforesaid, certify that -----
personally came before me this day and acknowledged that ----- he is ----- Secretary of
----- a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its -----
President, sealed with its corporate seal and attested by ----- as its ----- Secretary.
Witness my hand and official stamp or seal, this ----- day of -----, 19-----.
My commission expires: ----- Notary Public

The foregoing Certificate(s) of Martha J. Menard

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Wanda Broome REGISTER OF DEEDS FOR Graham COUNTY
By ----- Deputy/Assistant - Register of Deeds