

1303  
0336  
001

03-00880 3825-30-7219 DT

03-00881 3824-49-3696 DT

03-00882 3824-59-0541 DT

196310

**FILED  
WILKES COUNTY  
MISTY M. SMITHEY  
REGISTER OF DEEDS**

FILED Apr 27, 2020  
AT 01:57:50 pm  
BOOK 01303  
PAGE 0336  
INSTRUMENT # 02628  
EXCISE TAX (None)

Excise Tax \$ 0.00

Tax Lot Nos. 03-00880, 03-00881, 03-00882

Parcel Identifier No. \_\_\_\_\_

Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 2020

**SASE** Mail after recording to: Thad A. Throneburg, Attorney at Law, PO Box 1084, Blowing Rock, NC 28605

This instrument was prepared by: Thad A. Throneburg, Attorney at Law

Brief Description for the index:

[Redacted box]

**NORTH CAROLINA SPECIAL WARRANTY DEED OF DISTRIBUTION**

THIS DEED made effective the 1<sup>st</sup> day of January 2020, by and between

GRANTORS	GRANTEE
Lawrence M. Throneburg, III, Thad A. Throneburg and Sudie E. Throneburg (formerly known as Sudie T. Stidham) as Co-Trustees of The Throneburg Marital Trust under Item V of Lawrence M. Throneburg, Jr. Revocable Trust Agreement dated January 30, 2006	Throneburg Family Holdings, LLC, a North Carolina Limited Liability Company
and	Mailing address: PO Box 1084 Blowing Rock, NC 28605
Lawrence M. Throneburg, III and Thad A. Throneburg, as successor Co-Trustees under Merrium J. Throneburg Revocable Trust Agreement dated January 30, 2006, as amended	

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 Grantors have and by these presents do grant, bargain, sell and convey unto the Grantee in fee simple, all those certain lots or parcels situated in Wilkes County, North Carolina and more particularly described as follows:

**See attached Exhibit A incorporated herein by reference.**

All or a portion of the property herein conveyed does not include the primary residence of Grantors.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And each Grantor covenants with the Grantee, that it has done nothing to impair title as Grantor received, and that each Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through such Grantor, except for the exceptions hereinafter stated.

This conveyance is made expressly subject to the following exceptions:

All liens, easements, restrictions and conditions of record, and ad valorem taxes for the current and subsequent years.

The property interests herein conveyed by Grantor Lawrence M. Throneburg, III, Thad A. Throneburg and Sudie E. Throneburg (f/k/a Sudie T. Stidham) as Co-Trustees of The Throneburg Marital Trust under Item V of Lawrence M. Throneburg, Jr. Revocable Trust Agreement dated January 30, 2006 are being conveyed as a distribution to beneficiaries pursuant to the terms of said Throneburg Marital Trust and the agreement and direction of such beneficiaries, as a result of the death of Merrium J. Throneburg who died on October 20, 2019 and whose estate is being administered in the Clerk of Superior Court of Caldwell County, File # 2019-E-782.

The property interests herein conveyed by Grantor Lawrence M. Throneburg, III and Thad A. Throneburg as successor Co-Trustees under the Merrium J. Throneburg Revocable Trust Agreement dated January 30, 2006, as amended, are being conveyed as a distribution to beneficiaries pursuant to the terms of said Merrium J. Throneburg Revocable Trust Agreement and the agreement and direction of such beneficiaries, as a result of the death of Merrium J. Throneburg who died on October 20, 2019 and whose estate is being administered in the Clerk of Superior Court of Caldwell County, File # 2019-E-782. Lawrence M. Throneburg, III and Thad A. Throneburg are the duly appointed successor Co-Trustees under the Merrium J. Throneburg Revocable Trust Agreement dated January 30, 2006, as amended, having been appointed pursuant to the terms of such Trust Agreement following the death of the original Trustee, Merrium J. Throneburg.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors have set their hands and seals, the day and year first above written.

**CO-TRUSTEES OF THE THRONEBURG MARITAL TRUST UNDER ITEM V OF LAWRENCE M. THRONEBURG, JR. REVOCABLE TRUST AGREEMENT DATED JANUARY 30, 2006**

Lawrence M. Throneburg, III (SEAL)  
Lawrence M. Throneburg, III, Co-Trustee

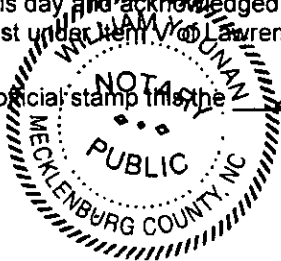
Thad A. Throneburg (SEAL)  
Thad A. Throneburg, Co-Trustee

Sudie E. Throneburg (SEAL)  
Sudie E. Throneburg (f/k/a Sudie T. Stidham), Co-Trustee

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I William Youman a Notary of the County and State aforesaid, certify that Lawrence M. Throneburg, III, personally appeared before me this day and acknowledged the execution of the foregoing instrument as Co-Trustee of The Throneburg Marital Trust under Item V of Lawrence M. Throneburg, Jr. Revocable Trust Agreement dated January 30, 2006.

Witness my hand and official stamp this the 20 day of April 2020.



William Youman  
Notary Public 4/20/20

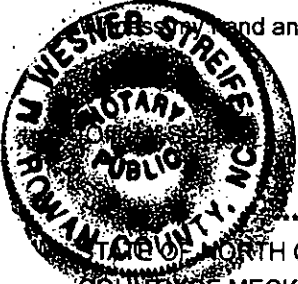
[Official Seal]

My commission expires: 8/1/2024

STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

I M. Wesner Streiff a Notary of the County and State aforesaid, certify that Thad A. Throneburg, personally appeared before me this day and acknowledged the execution of the foregoing instrument as Co-Trustee of The Throneburg Marital Trust under Item V of Lawrence M. Throneburg, Jr. Revocable Trust Agreement dated January 30, 2006.

Witness my hand and official stamp this the 22<sup>nd</sup> day of April 2020.



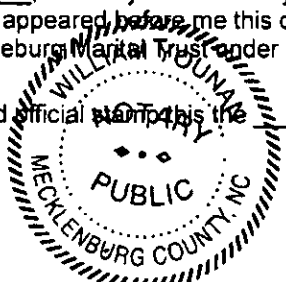
M. Wesner Streiff  
Notary Public

My commission expires: 06-20-2021

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

X I William Youman a Notary of the County and State aforesaid, certify that Sudie E. Throneburg (f/k/a Sudie T. Stidham), personally appeared before me this day and acknowledged the execution of the foregoing instrument as Co-Trustee of The Throneburg Marital Trust under Item V of Lawrence M. Throneburg, Jr. Revocable Trust Agreement dated January 30, 2006.

Witness my hand and official stamp this the 20 day of April 2020.



William Youman  
Notary Public 4/20/20

[Official Seal]

My commission expires: 8/1/2024

CO-TRUSTEES UNDER MERRIUM J. THRONEBURG REVOCABLE TRUST AGREEMENT DATED JANUARY 30, 2006, AS AMENDED.

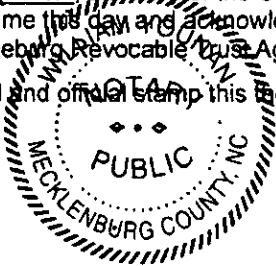
Lawrence M. Throneburg, III (SEAL)  
Lawrence M. Throneburg, III, Co-Trustee

Thad A. Throneburg (SEAL)  
Thad A. Throneburg, Co-Trustee

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, William Youman, a Notary of the County and State aforesaid, certify that Lawrence M. Throneburg, III, personally appeared before me this day and acknowledged the execution of the foregoing instrument as successor Co-Trustee under Merrium J. Throneburg Revocable Trust Agreement dated January 30, 2006, as amended.

Witness my hand and official stamp this the 20 day of April 2020.



William Youman  
Notary Public

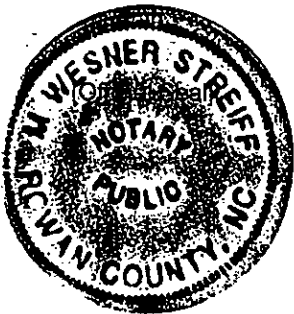
[Official Seal]

My commission expires: 8/1/2024.

STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

I, M. Wesner Streiff, a Notary of the County and State aforesaid, certify that Thad A. Throneburg, personally appeared before me this day and acknowledged the execution of the foregoing instrument as successor Co-Trustee under Merrium J. Throneburg Revocable Trust Agreement dated January 30, 2006, as amended.

Witness my hand and official stamp this the 22nd day of April 2020.



M. Wesner Streiff  
Notary Public

My commission expires: 06-20-2021.

**EXHIBIT A**

**PARCEL 1**

BEGINNING at a stake at the intersection of State Roads 1122 and 1123, and running thence N 77° 48' E 212.89 feet; thence N 83° 43' E 456.70 feet; thence S 18° 50' 16" W 49.85 feet; thence S 19° 55' 03" W 64.18 feet; thence S 19° 36' 40" W 442.79 feet; thence S 19° 08' 02" W 108.65 feet to a stake; thence S 20° 59' 17" W 487.70 feet; thence S 20° 06' 27" W 398.98 feet to a stake; thence S 21° 42' 47" W 95.06 feet to a stake; thence S 23° 28' 51" W 78.97 feet to a stake; thence N 51° 59' W 844.77 feet to a stake; thence N 19° 48' 28" E 1139.48 feet to a stake at State Road 1123; thence S 72° 20' E 228.79 feet to the beginning, containing 26.24 acres, more or less.

**PARCEL 2**

BEGINNING at a stake at State Road 1123, and running thence N 75° 36' E 651.98 feet; thence S 87° 19' E 220 feet to a stake in the center of Mulberry Creek; thence up and with Mulberry Creek as follows: S 18° 34' W 164.07 feet; S 37° 58' E 69.24 feet; S 55° 13' W 87.09 feet; S 8° 24' W 160.30 feet; N 67° 26' W 57.11 feet; S 21° 14' W 74.08 feet; S 41° 59' W 192.25 feet; S 50° 51' W 193.20 feet; S 32° 17' W 182.89 feet; S 37° 19' W 272.91 feet; S 4° 13' E 158.35 feet; S 12° 54' W 279.99 feet; S 11° 44' W 181.87 feet; S 37° 04' W 237.37 feet; S 28° 22' W 130.75 feet; S 84° 45' W 106.45 feet; thence leaving the creek and running N 51° 59' W 414.95 feet to a stake; thence N 23° 28' 51" E 78.97 feet to a stake; N 21° 42' 47" E 95.06 feet; N 20° 06' 27" E 398.98 feet; N 20° 59' 17" E 487.70 feet; N 19° 08' 02" E 108.65 feet; N 19° 36' 40" E 442.79 feet; N 19° 55' 03" E 64.18 feet; thence N 18° 50' 16" E 49.85 feet to the Beginning, containing 27.20 acres, more or less.

**PARCEL 3**

BEGINNING at a stake at State Road 1123, and running thence N 60° 08' E 193.53 feet; thence S 66° 56' E 225.37 feet; thence S 87° 20' E 434.36 feet; thence N 88° 21' E 361.11 feet; thence S 19° 48' 28" W 1139.48 feet; thence N 51° 59' W 209.92 feet to a rock; thence N 36° 03' W 929.34 feet to an iron pin; thence N 20° 16' W 205.69 feet to the Beginning, containing 16.26 acres, more or less.

The property described in these parcels was acquired by Lawrence M. Throneburg, III, Thad A. Throneburg, and Sudie T. Stidham as Co-Trustees of The Throneburg Marital Trust under Item V of Lawrence M. Throneburg, Jr. Revocable Trust Agreement dated January 30, 2006 by instrument recorded on April 29, 2009 in Book 1091 page 456.

The property in these parcels was acquired by Merrium J. Throneburg as Trustee under Merrium J. Throneburg Revocable Trust Agreement dated January 30, 2006 by instrument recorded on October 31, 2007 in Book 1055 page 240.

This deed is intended to reunite 100% fee simple ownership of the described parcels in the Grantee.