

For Registration Willie L. Covington
Register of Deeds
Durham County, NC
Electronically Recorded
2013 May 15 12:32 PM
Book: 7265 Beginning Page: 717 Ending Page: 724
Instrument Number: 2013017872
Fee: \$ 26.00 NS-Fee: \$ 0.00
NC REV STAMP: 420.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax 420.00

Tax Lot No. _____ Parcel Identifier No. _____ Verified by _____ County on the ____ day of _____, 2013, by _____

Mail after recording to GRANTEE

This instrument was prepared by **Greg C. McGibney**

Without Benefit of Title Examination

Brief Description for the index

THIS DEED made this 15 day of May, 2013, by and between

GRANTOR

SHANNON DUNN, a married man

**1452 STONEY MOUNTAIN
ROUGEMONT, NC 27572**

GRANTEE

FLOCCA PROPERTIES, LLC

**1012 & 1014 BROAD STREET
DURHAM, NC 27705**

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 **Durham**, **Durham** Township, **Durham** County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

All or a portion of the property herein conveyed _____ includes or _____ does not include the primary residence of a Grantor. (NC GS § 105-317.2)

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 6151, Page 180**.

A map showing the above described property is recorded in **Plat Book 18, Page 431**.

Submitted electronically by "McGibney and Jordan, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Durham County Register of Deeds.

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.


GRANTOR IS MARRIED. ATTACHED AS EXHIBIT B IS A COPY OF A PRENUPTIAL AGREEMENT.

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:

Subject to 2013 taxes, easements, conditions and restrictions of record, if any.


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.


SHANNON DUNN (SEAL)

STATE OF North Carolina, Durham COUNTY

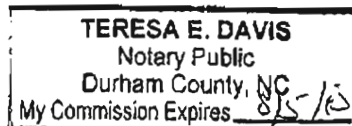
I certify that **SHANNON DUNN**, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated. Witness my hand and official seal this 15th day of May, 2013.

(Official Seal)


Official Signature of Notary

Teresa E. Davis, Notary Public
Notary's printed or typed name

My commission expires: 8/5/15



The foregoing Certificate(s) of

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.

REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant-Register of Deeds.

EXHIBIT A

1014 BROAD STREET

LYING AN THE EAST SIDE OF BROAD STREET AND BEING ALL OF LOTS 9 AND 10, BLOCK 27 OF THE LANDS OF THE WEST DURHAM LAND COMPANY AS PER PLAT AND SURVEY THEREOF NOW ON FILE IN PLAT BOOK 18, PAGE 431 DURHAM COUNTY REGISTRY TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAME.

1012 BROAD STREET

LYING AN THE EAST SIDE OF BROAD STREET AND BEING ALL OF LOTS 11 AND 12, BLOCK 27 OF THE LANDS OF THE WEST DURHAM LAND COMPANY AS PER PLAT AND SURVEY THEREOF NOW ON FILE IN PLAT BOOK 18, PAGE 431 DURHAM COUNTY REGISTRY TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAME.



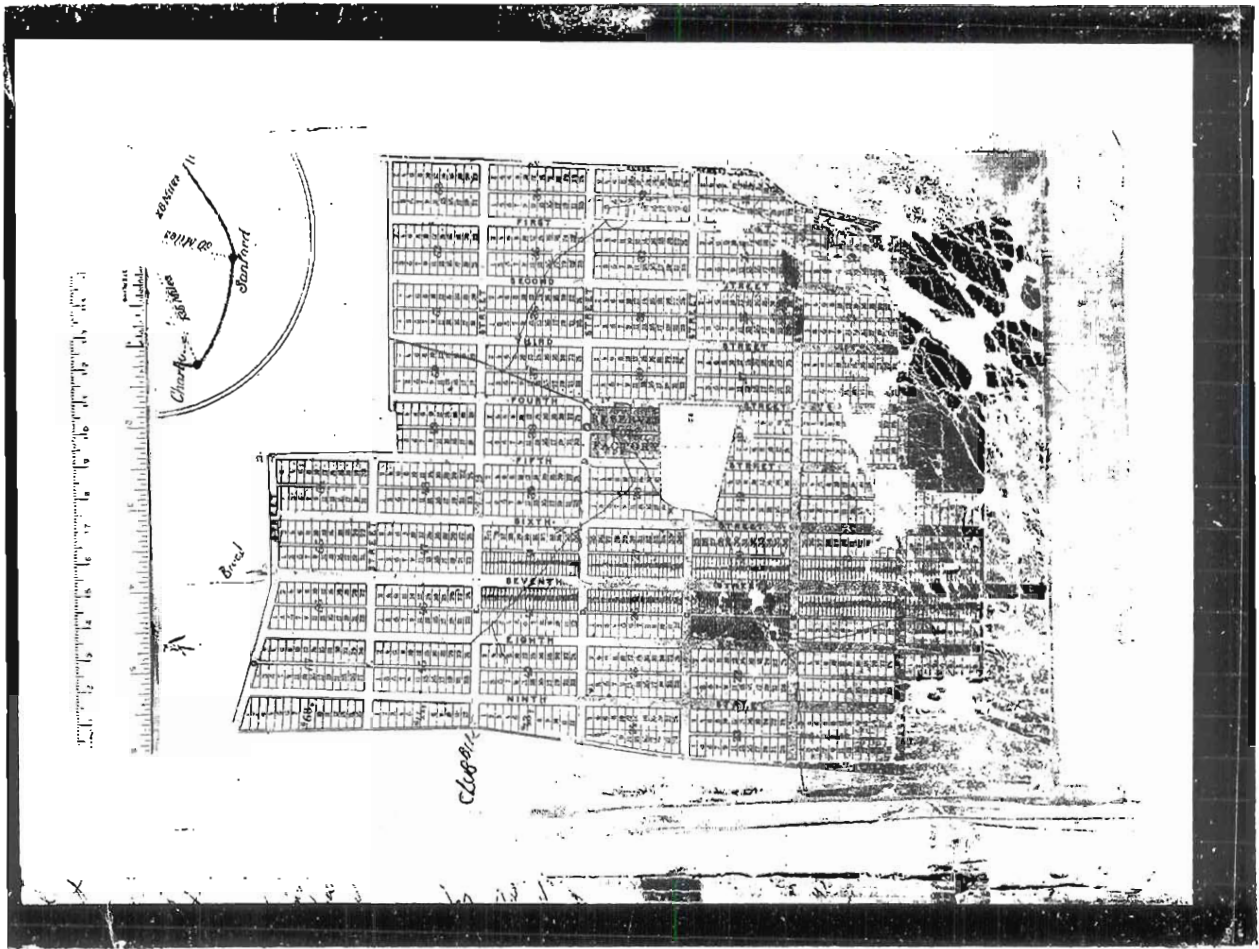


EXHIBIT "B"
PREMARITAL AGREEMENT

THIS PREMARITAL AGREEMENT, hereinafter referred to as "Agreement", is made on the last date entered below, between SARA ELIZABETH BURDETTE, a resident of Durham County, North Carolina (hereinafter referred to as "Wife") and SHANNON MARCEL DUNN, a resident of Durham County, North Carolina (hereinafter referred to as "Husband").

WITNESSETH:

WHEREAS the parties have agreed to marry and intend to marry on or about September 26, 2004;

WHEREAS the parties intend to reside together in North Carolina as husband and wife;

WHEREAS, the parties wish to settle between them all questions concerning the rights and interest each party may have or acquire in specific separate property of the other by virtue of this marriage;

WHEREAS, the parties desire that the identified separate property (including both realty and personalty, tangible and intangible, and their expectancies), and all earnings, appreciation, interest, dividends, and proceeds on the identified separate property remain the separate property of that party notwithstanding their marriage;

WHEREAS each party seeking to be bound by this Agreement has read the Agreement carefully;

WHEREAS, each party hereby enters into this Agreement fully understanding the terms, conditions and provisions herein and deems these terms to be fair, just and reasonable;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the express intention on the part of both parties that this Agreement be legally binding, and pursuant to applicable North Carolina statutes, the parties hereby stipulate and agree as follows:

1. Separate Property. The parties declare their intention and agree that during their marriage, each of them shall be completely independent of the other in disposing of all and in deriving income from the separately owned property identified below, whether owned by either of them at the commencement of the marriage or obtained

SAB
Wife initials

SMN
Husband initials

by either of them thereafter during the marriage. The parties agree that all separately owned property specifically identified below and the income from it belonging to each of them at the commencement of the marriage or obtained by either of them during the marriage shall remain his or her separate property and that neither party will obtain any rights in the identified property of the other by virtue of the marriage, regardless of whether those rights accrue under the laws of the State of North Carolina as presently enacted, including NCGS § 50-20, or as may be enacted or construed in the future, or under the laws of any other state, country, or other jurisdiction. The parties agree that all earnings, appreciation, value of improvements, interest, dividends, and proceeds on the identified separate property remain the separate property of that party without regard to the source of any funds applied to said property during their marriage. The parties agree that all property, real or personal, tangible or intangible, acquired in exchange for, or traceable to, the identified separate property remain the separate property of that party. Furthermore, at all times each party shall have the full right, in all respects as if that party were unmarried, to use, enjoy, manage, convey, mortgage, grant, pledge, alienate, and dispose of all or any part of his or her identified separate present and future property. Each party agrees to execute any necessary documents to effectuate the intent of this Agreement at any time after the date of marriage.

Separately-owned property includes:

- a. Wife's: No separate property is identified.
 - b. Husband's: Any property (including but not limited to real property) gifted to or inherited by Husband from either of his parents, William (Bill) Dunn and Mildred Louise Ray Hall.
1. Necessary Documents. Both parties agree that in case either of them desires to mortgage, sell, convey or otherwise transfer any of his or her identified separate real or personal property, the other party will execute whatever instruments are necessary to effectuate such mortgage, sale, conveyance, or other transfer.
 2. Release of Marital Rights by Ms. Sara Elizabeth Burdette. Ms. Sara Elizabeth Burdette does waive and release, unto Mr. Shannon Marcel Dunn, his heirs, executors, administrators and assigns:
 - a. All rights to elect to take a life estate in real estate belonging to Mr. Shannon Marcel Dunn upon his death which is identified herein as his separate property;

SEB
Wife initials

SMQ
Husband initials

- b. All other rights and interests in the identified separate property of husband, real and personal, which she has or may acquire by reason of Mr. Shannon Marcel Dunn's death under the laws of the State of North Carolina or any other state, country, or other jurisdiction.
1. Bequests of the Parties. Nothing in this agreement shall be construed to prevent either party from taking a bequest or devise of the separate property identified above expressly provided for under the will of the other party, but this provision shall not obligate either party to make such a bequest or devise
2. Jointly Owned Property. This agreement shall not deprive either party of the right to take and receive, as survivor, any of the separate property identified above which is titled in the names of the parties as tenants by the entirety or as joint tenants with the right of survivorship; provided, however, that this provision shall not obligate either party or both of them to hold the separate property identified above jointly with the other party.
3. Distribution of Property upon Separation, Divorce or Annulment. Except as provided above with regard to jointly owned property, in the event that the parties separate from or divorce each other or cause their marriage to be annulled, neither party shall have any right to, claim upon, or interest in the identified separate property of the other spouse. The parties agree that, with respect to "marital property" within the meaning of Section 50-20(b)(1) and "divisible property" within the meaning of NCGS § 50-20(b)(4), the distribution of such property, if any, made by this agreement is equitable and shall be binding upon the parties, notwithstanding any other provision of Section 50-20, and the parties waive all rights and benefits they may have under such section with respect to such identified separate property.
4. Termination. If the intended marriage between Ms. Sarah Elizabeth Burdette and Mr. Shannon Marcel Dunn does not take place, it is agreed that this agreement shall be, in all respects and for all purposes, null and void and of no effect.
5. Entire Agreement. This agreement contains the entire understanding of the parties, and neither party has made any representation, warranty, promise, covenant or undertaking to the other except as expressly set forth in this agreement.
6. Advice of Counsel. Both parties acknowledge that Judith K. Guibert, attorney at law, represents the interest of husband here; that wife acknowledges that she has been advised that said attorney cannot properly represent the interests of both parties to this agreement, and has been advised that she should seek the advice of an attorney of her choice. By signing this agreement, wife further acknowledges that she has either sought the advice of an attorney other than the said attorney stated above or that she does not desire such representation.

Sef
Wife initials

S.M.D.
Husband initials

7. Amendment. This agreement may not be changed orally. Any amendment to this agreement must be signed by both parties before a notary to be effective.
8. Additional Documents. Each of the parties to this agreement shall execute, acknowledge, and deliver all documents and instruments that may be deemed necessary to accomplish the terms of this agreement.
9. Governing Law. This agreement is made, executed, and delivered in North Carolina, in accordance with the laws of North Carolina and shall be governed by and construed in accordance with the laws of North Carolina.
10. Binding Effect. This agreement shall inure to the benefit of and be binding upon the heirs, executors and administrators of each party.
11. Interpretation: No provision of this Agreement shall be interpreted for or against either party because that party or that party's agent or legal representative drafted the Agreement or a particular provision, and the parties hereby unconditionally waive such defense or claim regarding this Agreement. This stipulation may be used in court regarding any claims or defenses based on this Agreement.
12. Voluntary Execution. Each party acknowledges that he or she clearly understands and consents to all provisions of this agreement and is entering into this agreement freely, voluntarily, and with full knowledge of its provisions and of their effect.

IN WITNESS WHEREOF, the parties have executed, sealed, and delivered this agreement in duplicate originals.

Sara Elizabeth Burdette (SEAL)
SARA ELIZABETH BURDETTE

9-25-04
Date

Shannon Marcel Dunn (SEAL)
SHANNON MARCEL DUNN

9-25-2004
Date

STATE OF NORTH CAROLINA)
COUNTY OF DURHAM)

I, BONNIE BARRY, a Notary Public of the
county and state aforesaid, do certify that Sara Elizabeth Burdette personally
came before me this day and acknowledged the execution of the
foregoing instrument.

WITNESS my hand and notarial seal, this the
25th day of September, 2004.

(SEAL) Bonnie Barry
Notary Public
My commission expires: SEPT. 10, 2006

STATE OF NORTH CAROLINA)
COUNTY OF DURHAM)

I, BONNIE BARRY, a Notary Public of the
county and state aforesaid, do certify that Shannon Marce! Dunn
personally came before me this day and acknowledged the
execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the
25th day of September, 2004.

(SEAL) Bonnie Barry
Notary Public
My commission expires: SEPT. 10, 2006