

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2018 Apr 13 04:27 PM NC Rev Stamp: \$ 10400.00
Book: 8402 Page: 26 Fee: \$ 26.00
Instrument Number: 2018012155
DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$ 10,400.00

Parcel Identifier: 103130 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: William T. Hutchins, Jr. (without benefit of title examination)

Brief description for the Index: Peabody Place, Duke Street – Book 2536, Page 416, Durham County

THIS DEED made effective as of the 13th day of April, 2018, by and between

GRANTOR	GRANTEE
PEAPLA, LLC, a North Carolina limited liability company Matthew H. Patton and wife, Penelope Patton (joining without warranty of title) Mailing address: 5230 Farquhar Lane Dallas, TX 75209	112 S. DUKE LLC, a North Carolina limited liability company Mailing address: PO Box 3042 Chapel Hill, NC 27515

Enter in appropriate block for each Grantor and Grantee: name, mailing 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, parcel of land, or condominium unit situated in Durham County, North Carolina, and more particularly described as follows:

See Exhibit A attached.

NC Bar Association Form No. 3 © Revised 7/2013
Printed by Agreement with the NC Bar Association
Bar Form No. 3

North Carolina Bar Association – NC

Standard Form 3
KC: 368950v1

North Carolina Association of Realtors, Inc. –

Submitted electronically by "Bradshaw Robinson Slawter LLP" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Durham County Register of Deeds.

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

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 Peapla, LLC covenants with the Grantee, that it 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 will warrant and defend the title against the lawful claims of all persons claiming by, under or through it, other than the following exceptions:

Ad valorem taxes for 2018 and subsequent years, utility easements, unviolated restrictive covenants that do not materially affect the value of the Property; and matters shown on recorded plats.

Matthew H. Patton and Penny Rivenbark join in this conveyance without warranty of title.

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

PEAPLA, LLC

By: Matthew H. Patton
Matthew H. Patton, Manager

Matthew H. Patton (SEAL)
Matthew H. Patton

Penelope Patton (SEAL)
Penelope Patton

Dallas County, ~~North Carolina~~ ^{TEXAS}



I certify that the following person personally appeared before me this day acknowledging to me that he/she signed the foregoing document: Matthew H. Patton

Date: April 10th, 2018

(Affix Official Seal below)

Josue A. Guzman
Official Signature of Notary Public
Notary Public

Print Name: Josue A. Guzman

My commission expires: 1/28/2021

Dallas County, ~~North Carolina~~ ^{Texas}

I certify that the following person personally appeared before me this day acknowledging to me that he/she signed the foregoing document: Matthew H. Patton and Penelope Patton

Date: April 10th, 2018

(Affix Official Seal below)

Josue A. Guzman
Official Signature of Notary Public
Notary Public

Print Name: Josue A. Guzman

My commission expires: 1/28/2021



EXHIBIT A**Legal Description**

BEGINNING at a point inside of the sidewalk on the west of Duke Street at the point of intersection of the property line on the West side of Duke Street with the north line of the right-of-way of the Southern Railway Company as shown on survey hereinafter referred to and running thence along and with the north line of the right-of-way of said Southern Railway Company North 55 deg. 54 min. 21 sec. West 186.85 feet to a point in the concrete; thence North 37 deg. 01 min. 26 sec. East 135.41 feet to a nail; thence South 52 deg. 18 min. 24 sec. East 31.7 feet to a nail; thence North 30 deg. 47 min 23 sec. East 16.57 feet to a nail; thence South 55 deg. 35 min. 18 sec. East 131.40 feet to a point in concrete; thence South 27 deg. 16 min. 02 sec. West 150.13 feet to the point of beginning, and containing 0.586 acres more or less according to a survey prepared by Robert W. Young-Land Surveyor for Peabody Place, Inc. dated December 17, 1997; said property being the same property as the First Tract and the Second Tract described in Deed recorded in Deed Book 933 at Page 765 in the Durham County Registry and Deed recorded in Deed Book 1027 at Page 141 in the Durham County Registry.

The property described above is the same property conveyed by the instrument recorded in Book 2520, Page 509, Durham County Registry.

TOGETHER WITH all right, title and interest of the Grantor in and to the Joint Driveway Easement between C.A. Dillon et al and Durham Laundry Company of record at Book 215 Page 550, Durham County Registry; and

ALSO TOGETHER WITH all right, title and interest of the Grantor in and to the Chesterfield Parking Facility Parking Space and Trash Area License by and between Wexford Chesterfield Parking, LLC and Peapla, LLC, dated July 2, 2015, as evidenced by the Memorandum of License of record at Book 8129, Page 821, Durham County Registry SAVE AND EXCEPT the right of the Grantor to use up to eight (8) parking spaces located in the "Parking Parcels" (as that term is defined in the aforesaid recorded Memorandum of License) on the terms and conditions set forth in that certain Agreement for Purchase and Sale of Real Property between Grantor and Grantee, dated August 1, 2017, as modified by that certain Agreement to Extend Contract, executed on or about December 29, 2017, that certain First Amendment to Agreement for Purchase and Sale of Real Property, executed on or about February 8, 2018, that certain Second Amendment to Agreement for Purchase and Sale of Real Property, executed on or about February 11, 2018, and that certain Third Amendment to Agreement for Purchase and Sale of Real Property executed on or about the date of this deed, the terms of which are incorporated herein by reference; provided, however, that the right of the Grantor and all persons claiming by, through or under Grantor to use parking spaces on the Parking Parcels shall terminate and expire no later than April 30, 2025; and

ALSO TOGETHER WITH whatever interest Grantor may have, if any, in any land adjacent to the property described above that is within a railroad right of way, subject to the terms and conditions of

that certain Assignment and Assumption of License Agreement between Grantor and Grantee executed on or about the date of this deed, the terms and conditions of which are incorporated herein by reference; Grantor makes no warranty that Grantor has any interest in such adjacent property; and

ALSO TOGETHER WITH a non-exclusive, perpetual right and license for the use by Grantee and all tenants of the property described above and their customers, guests, licensees, clients and employees of all parking spaces that are located partially or entirely on the property that is the subject of the License Agreement among Grantor as licensee and North Carolina Railroad Company and Norfolk Southern Railway Company dated as of December 1, 2001, the terms and conditions of which are incorporated herein by reference.

