

FOR REGISTRATION
Sharon A. Davis
REGISTER OF DEEDS
Durham County, NC
2018 Aug 29 12:46:47 PM
BK:8498 PG:185-188
DEED
FEE: \$26.00
INSTRUMENT # 2018030547
EXCISE TAX: \$1,800.00
SMMARSH

2018030547

Excise Tax: \$1,800.00

Prepared by: Beth W Bowen, Bowen Law Firm PC

Mail after recording to: Grantee

Parcel Ref Number: 208870

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed made by and between HYPERION EQUITY PARTNERS, LLC, a Nevada Limited Liability Company, GRANTOR, whose address is 1124 MAXWELL MANOR WARWICK, PA 18974, to DUNCAN MORGAN, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, GRANTEE, whose address is 13304 BOYCE MILL ROAD DURHAM, NC 27703.

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 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 DURHAM County, North Carolina and more particularly described as follows:

BEING ALL OF TRACT A2, CONTAINING 15.90 ACRES, MORE OR LESS, AS SHOWN ON THAT MAP OR PLAT WHICH IS DULY RECORDED IN PLAT BOOK 179, PAGE 37, REVISED FROM PLAT BOOK 101, PAGE 106, DURHAM COUNTY REGISTRY.

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 of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

1. 2017 ad valorem taxes;
2. General service and utility easements and rights of way of record; and
3. Restrictions of record, together with amendments, if any.

The property herein above described was acquired by Grantor by instrument recorded in Deed Book 8439, Page 524, Durham County Registry. The property herein was not a primary residence of Grantor.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this day and year written below.

HYPERION EQUITY PARTNERS, LLC,
a Nevada Limited Liability Company

By: [Signature] (SEAL)
JEFFREY KATZ, MANAGING MEMBER

Suffolk COUNTY, STATE OF New York

The undersigned Notary Public certifies that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JEFFREY KATZ, MANAGING MEMBER.

Date: 8/28/2018

[Signature]
Notary Public Printed Name: Bernadette De Angelis
My commission expires: 6/30/19

(Official Seal)

BERNADETTE DeANGELIS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DE4750311 SUFFOLK COUNTY
Commission Expires June 30, 2019

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: HYPERION EQUITY PARTNERS, LLC, a Nevada Limited Liability Company

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 13201 BOYCE MILL ROAD DURHAM, NC 27703

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- : The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

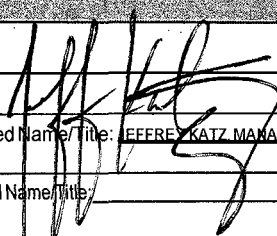
2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE	
EXECUTION BY OWNER	
By:  Printed or Typed Name/Title: <u>JEFFREY KATZ, MANAGING MEMBER</u>	State of <u>New York</u> County of <u>Suffolk</u> Signed and sworn to (or affirmed) before me this day by <u>JEFFREY KATZ, MANAGING MEMBER</u> Date: <u>8/28/2018</u> My Commission Expires: _____
By: _____ Printed or Typed Name/Title: _____	<u>BERNADETTE DeANGELIS</u> Notary Public, STATE OF NEW YORK No. <u>01DE4750311</u> SUFFOLK COUNTY Public Commission Expires <u>June 30, 2019</u>

NON-FOREIGN AFFIDAVIT

The undersigned, being duly sworn, deposes and says that:

- 1. HYPERION EQUITY PARTNERS, LLC, a Nevada Limited Liability Company whose address is, 1124MAXWELLMANOR WARWICK, PA 18974.
- 2. This Non-foreign Affidavit is given by Seller pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to induce Buyer to refrain from deducting and withholding a tax equal to 10% of the amount realized by Seller upon the sale of Property to Buyer.
- 3. Seller is not a "Foreign Person" as defined in Section 1445 of the Code and Seller is a domestic limited liability company.
- 4. Seller's "Taxpayer Identification Number", as that term is defined in Sections 7701(a)(41) and 6109 of the Code is _____
- 5. Seller declares under penalties of perjury that the foregoing information is true, correct and complete.

In WITNESS WHEREOF, this Non-Foreign Affidavit is given the day and year written hereinbelow.

HYPERION EQUITY PARTNERS, LLC,
a Nevada Limited Liability Company

By: [Signature] (SEAL)
JEFFREY KATZ, MANAGING MEMBER

Suffolk COUNTY, STATE OF New York

The undersigned Notary Public certifies that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: JEFFREY KATZ, MANAGING MEMBER.

Date: 8/28/2018

[Signature]
Notary Public - Printed Name: Bernadette DeAngelis
My commission expires: 6/30/19

~~(OBERNADETTE)~~ BERNADETTE DeANGELIS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DE4750311 - SUFFOLK COUNTY
Commission Expires June 30, 2019