

EX
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20150818000165800 DEED
Bk:RB6003 Pg:123
08/18/2015 11:10:50 AM 1/11

FILED Mark Chilton
Register of Deeds, Orange Co, NC
Recording Fee: \$26.00
NC Real Estate TX: \$770.00

80

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$ 770.00

Parcel Identifier No. 9788-28-8065

Verified by _____ County on the _____ day of _____, _____
by: _____

Mail after recording to Grantee

This instrument was prepared by G. Patteson Williams

Brief description for the Index

0.242 acres, 307 N. Columbia Street

THIS DEED made August 6, 2015, by and between

GRANTOR

GRANTEE

**ROBERT S. JONES,
CO-TRUSTEE OF THE
H. THOMAS LOBERG REVOCABLE TRUST,
dated December 4, 1991, as amended and restated**

**c/o Robert S. Jones, Co-Trustee
PO Box 1700
Jonesboro, AR 72403**

**HERITAGE GROWTH PARTNERS, LLC,
a North Carolina limited liability company**

**Property Address:
307 N. Columbia Street, Chapel Hill, NC 27516**

**Tax Mailing Address:
19619 Weaver's Circle, Cornelius, NC 28031**

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 **Town of Chapel Hill, Chapel Hill Township, Orange County, North Carolina** and more particularly described as follows:

See Exhibit "A" attached and incorporated herein by reference.

The within described property as conveyed to Grantor by deed recorded in **Book 1447, Page 217, Orange County Public Registry**.

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

A map showing the above described property is recorded in _____.



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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, other than the following exceptions:

Title to the property hereinabove described is subject to the following exceptions:

This conveyance is made subject to all restrictions, easements and rights-of-way, including those for utilities and public roadways and the lien of future ad valorem taxes, which the Grantee assumes and agrees to pay.

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

(Seal)
ROBERT S. JONES,
CO-TRUSTEE OF THE
H. THOMAS LOBERG REVOCABLE TRUST,
dated December 4, 1991, as amended and restated

SEAL-STAMP

State of Arkansas, Craighead County.

I, a Notary Public of Craighead County and State aforesaid, certify **ROBERT S. JONES, CO-TRUSTEE OF THE H. THOMAS LOBERG REVOCABLE TRUST, dated December 4, 1991, as amended and restated**, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed on behalf of the Trust. Witness my hand and official stamp or seal, this 14th day of August, 2015.

Charis R. Lawrence Notary Public

Charis R. Lawrence
Notary's Printed or Typed Name

My commission expires: 06-11-2016

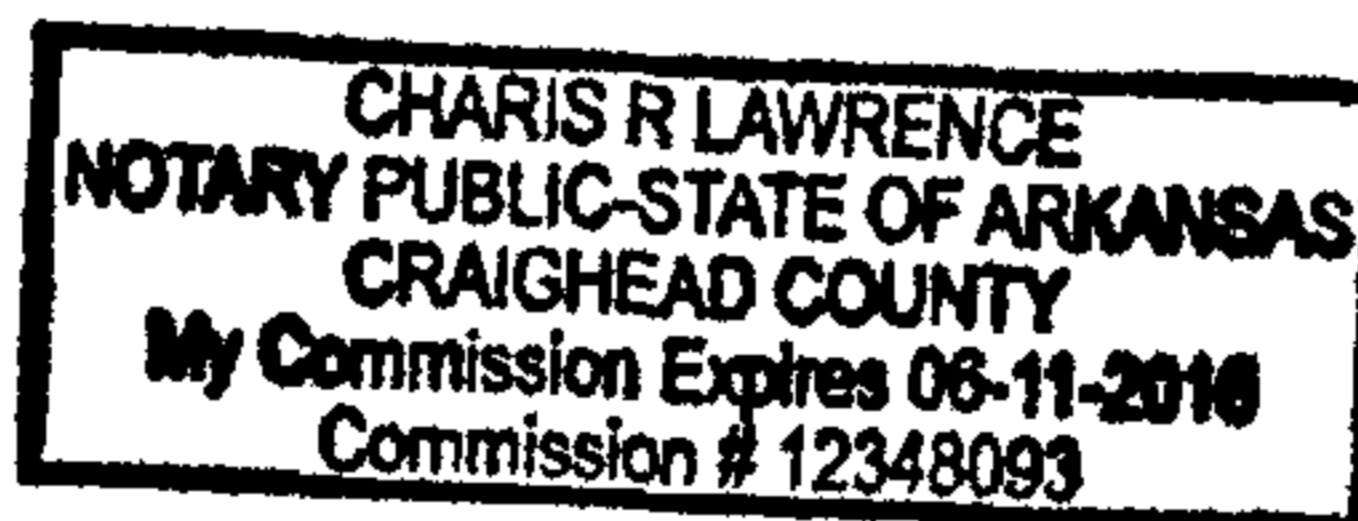




Exhibit "A"

LYING and being in the City of Chapel Hill, Chapel Hill Township, Orange County, North Carolina and being described by metes and bounds as follows:

BEGINNING at a 3/4" existing iron pin at the southwest corner of the intersection of Carr Street and Columbia Street, which point is further described as being located South 56-41-25 West 133.84 feet from the NCGS Monument "Fireman" bearing grid coordinates Y = 788,126.23 and X = 1,982,925.17; the POINT AND PLACE OF BEGINNING, thence from said Beginning Point, running with the western right of way of Columbia Street S 25-05-54 E 65.00 feet to an existing nail in the concrete walk at the common front corner with Amy H. Abernathy, (now or formerly) (Deed Book 2103, Page343); thence along the common boundary line with Abernathy, S 64-40-21 W 162.50 feet to a 1/2 " existing iron pin in the common rear corner with Janet Blanton, (now or formerly) (Deed Book 1890, Page 304); thence along the common boundary line of Blanton, N 25-05-43 W 64.95 feet to a 3/4" existing iron pin in the southern margin of the right of way of Carr Street; thence along the southern margin of the right of way of Carr Street, N 64-39-14 E 162.49 feet to a 3/4" existing iron pin, the POINT AND PLACE OF BEGINNING; containing 10,558 square feet or 0.242 acres, more or less, all as shown on that survey entitled "Property of Heritage Growth Partners, LLC," drawn by Charles R. Billings, NCPLS, Freehold Land Surveyors, Inc., dated August 4, 2015, and being all of that same property conveyed to the H. Thomas Loberg Revocable Trust by deed of Daniel R. Koenigshofer and wife, Susan C. Koenigshofer, dated March 22, 1996 and recorded March 25, 1996 in Deed Book 1447 at Page 217 in the Orange County Public Registry.

Address: 307 N. Columbia Street, Chapel Hill, NC
PIN: 9788-28-8065



THE H. THOMAS LOBERG REVOCABLE TRUST
CONSENT AND DELEGATION OF TRUSTEE POWERS

This Consent and Delegation of Trustee Powers (this "Delegation") is made and entered by Sherry Stringer, Debra Lewis and Robert S. Jones (the "Trustees").

WHEREAS, H. Thomas ("Tom") Loberg established the H. Thomas Loberg Revocable Trust on the 4th day of December, 1991, which was amended and restated on the 2nd day of July, 2002, and subsequently amended on the 23rd day of May, 2003 and the 2nd day of December, 2003 (the "Trust"); and

WHEREAS, the Trustees currently serve as the co-trustees of the Trust.

WHEREAS, the Trust and the Trustees hold an interest in certain real property located at 307 N. Columbia St., Chapel Hill, Orange County, North Carolina (the "Property"); and

WHEREAS, the Trustees desire to complete a sale of the Property on the terms and conditions as set forth in the purchase and sale agreement ^{*}~~attached hereto as Exhibit A (the --~~ *Exhibit "A" is omitted for this recording ~~-- "Sale"); and~~

WHEREAS, in order to complete the Sale the Trustees desire to evidence their consent and delegate powers as trustee consistent with the provisions of the Arkansas Trust Code so that any one of the Trustees may act independently and upon his or her own for the Trust.

NOW, THEREFORE, the Trustees hereby certify, agree, and direct as follows:

1. Affirmation & Consent. The Trustees deem it to be in the best interests of the Trust to complete the Sale. The Trustees hereby affirm, consent to, ratify and approve the Sale.

2. Delegation and Appointment of Agents. Each Trustee, consistent with the provisions of the Arkansas Trust Code, specifically Ark. Code Ann §28-73-807, hereby delegates to any one of the other Trustees all powers, duties and authorities as trustee, including those as



set forth in **Exhibit B** and specifically for purposes of completing the Sale. Any one Trustee may act independently on behalf of all of the Trustees and Trust and is authorized to individually undertake any action, execute any document or instrument or exercise any power granted thereunder.

3. Third Party Reliance. For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers, duties and authority delegated herein, the Trustees represent, warrant, and agree that:

A. The Trustees are the only trustees of the Trust. The Trustees possess full power and authority to delegate the powers herein.

B. If this Consent and Delegation is revoked or amended for any reason, we, or our successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this Consent and Delegation prior to that party's receipt of written notice of any such termination or amendment.

C. The powers conferred on each Trustee may be exercised by him or her, and his or her signature or act under the authority granted in this Consent and Delegation may be accepted by third parties as fully authorized by all of us and with the same force and effect as if all of us were personally present, competent, and acting.

D. No person acting in reliance upon any representation which any Trustee makes as to the scope of his or her authority shall incur any liability to us, the Trust or its beneficiaries for permitting the Trustee to exercise any such power, nor shall any person who deals with any Trustee be responsible to determine or insure the proper applications of funds or property.



E. All third parties from whom the Trustee may request information regarding the affairs of the Trust are authorized and directed to provide such information to the Trustee without limitation and are released from any legal liability whatsoever for complying with his requests.

DATED this 14 day of August, 2015.

Debra Lewis
Debra Lewis, Trustee of the
H. Thomas Loberg Revocable Trust

Sherry Stinger
Sherry Stinger, Trustee of the
H. Thomas Loberg Revocable Trust

Robert S. Jones
Robert S. Jones, Trustee of the
H. Thomas Loberg Revocable Trust

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Debra Lewis, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that she had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal on this 14 day of August, 2015.

Kara L. Whitehead
Notary Public

My Commission Expires:
8-21-2017

KARA L. WHITEHEAD
NOTARY PUBLIC - STATE OF ARKANSAS
COUNTY OF CRAIGHEAD
My Commission Expires: 8/21/2017
Commission #: 12362038

ACKNOWLEDGMENT



STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

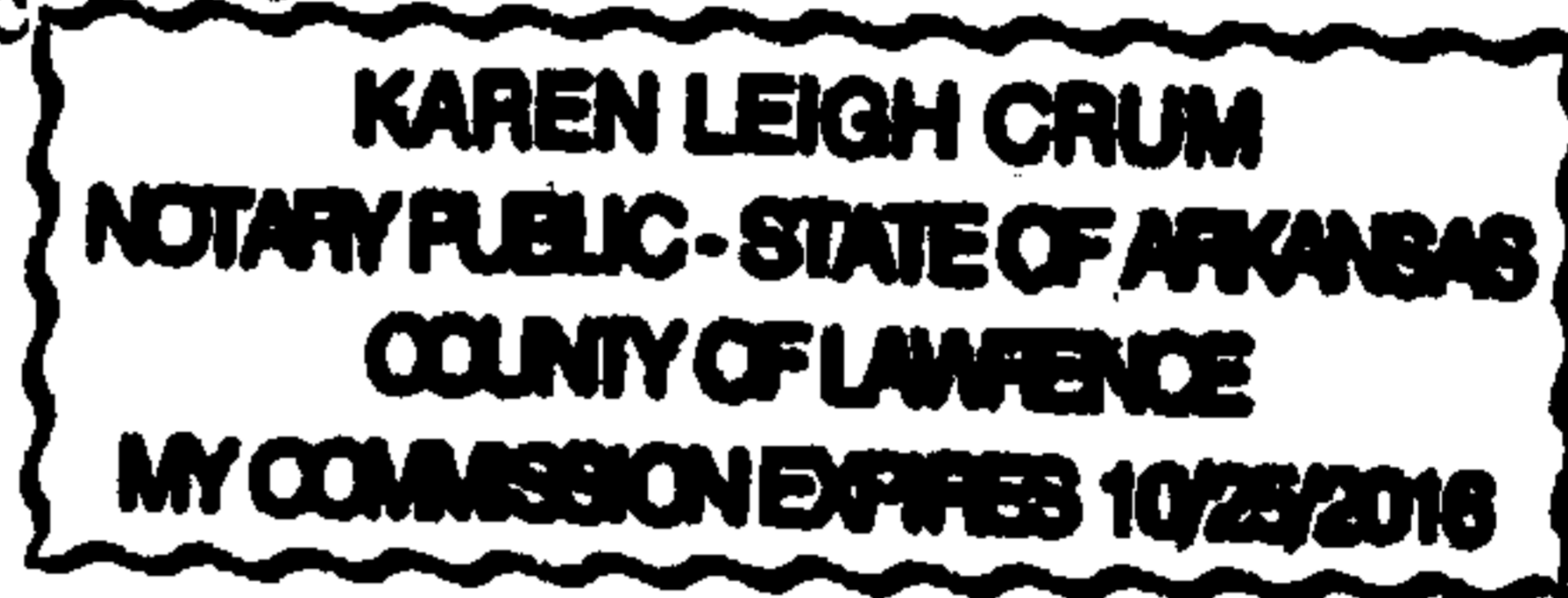
On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Sherry Stringer, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal on this 14 day of August, 2015.



Notary Public

My Commission Expires:
10/25/2016

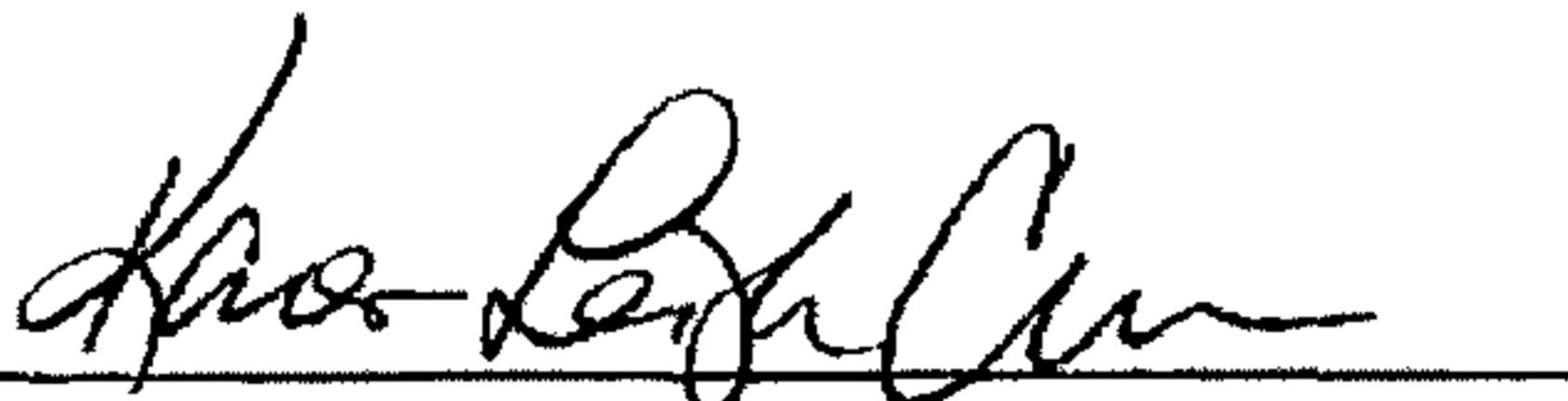


ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Robert S. Jones, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and seal on this 14 day of August, 2015.



Notary Public

My Commission Expires:
10/25/2016

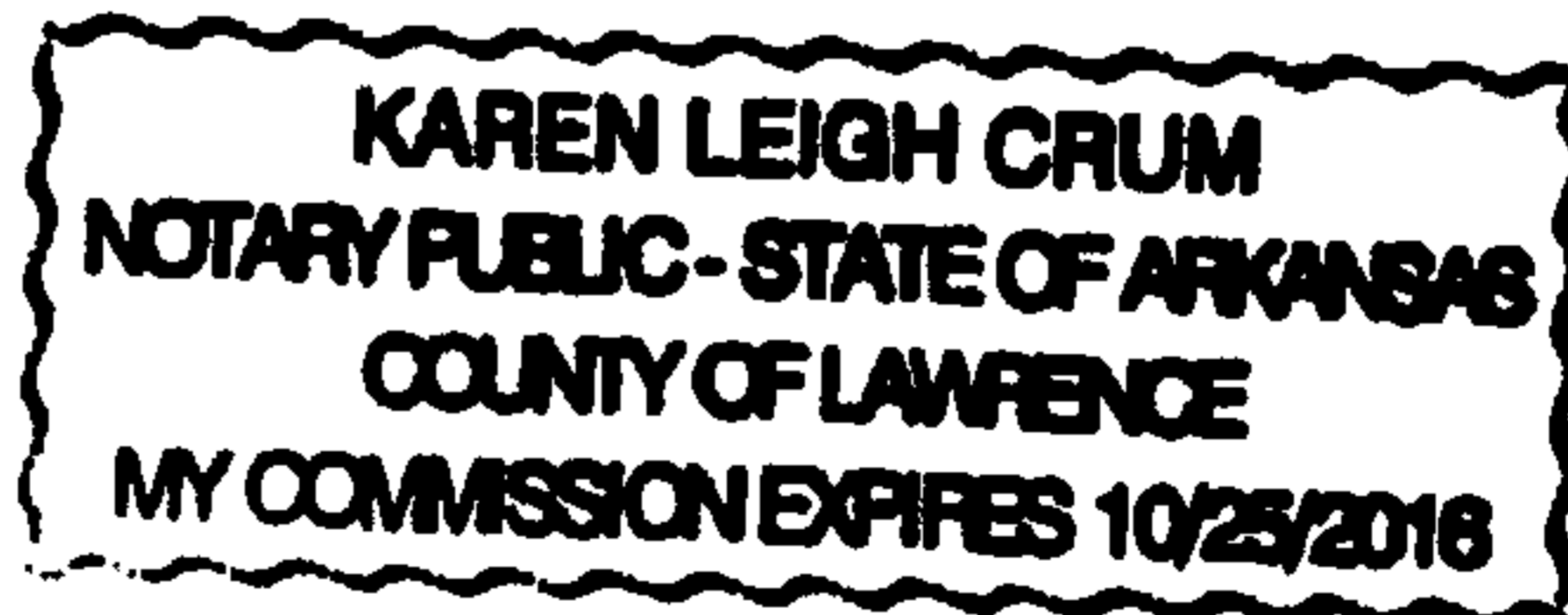




Exhibit B
Delegated Powers

For purposes of this exhibit any reference to "agent" shall mean and refer to a Trustee.

a. Banking and Financial Transaction Powers

- i. Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the trustee;
- ii. Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;
- iii. Hire a safe deposit box or space in a vault;
- iv. Contract to procure other services available from a financial institution as the agent considers desirable;
- v. Withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution;
- vi. Receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them;
- vii. Enter a safe deposit box or vault and withdraw or add to the contents;
- viii. Borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal;
- ix. Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the trustee, or payable to the trustee or the trustee's order, receive the cash or other proceeds of those transactions, accept a draft drawn by a person upon the trustee, and pay it when due;
- x. Receive for the trustee and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument;
- xi. Apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit; and
- xii. Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.
- xiii. To buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options



on stocks and stock indexes, receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

b. Real Property Powers

i. Accept as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire, an interest in real property or a right incident to real property;

ii. Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of, an interest in real property, a right incident to real property, or a principal's dower, curtesy, or homestead rights in real property;

iii. Release, assign, satisfy, and enforce by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property which exists or is asserted;

iv. Do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned, or claimed to be owned, by the principal, including:

(i) insuring against a casualty, liability, or loss;

(ii) obtaining or regaining possession, or protecting the interest or right, by litigation or otherwise;

(iii) paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them; and

(iv) purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property;

v. Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right;

vi. Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization, and act with respect to them, including:

(i) selling or otherwise disposing of them;

(ii) exercising or selling an option, conversion, or similar right with respect to them; and

(iii) voting them in person or by proxy;

vii. Change the form of title of an interest in or right incident to real property;



viii. Dedicate to public use, with or without consideration, easements or other real property in which the trustee has, or claims to have, an interest.

c. Tangible Personal Property Powers

i. Accept as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property;

ii. Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property;

iii. Release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property; and

iv. Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the trustee, including:

(i) insuring against casualty, liability, or loss;

(ii) obtaining or regaining possession, or protecting the property or interest, by litigation or otherwise;

(iii) paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;

(iv) moving from place to place;

(v) storing for hire or on a gratuitous bailment; and

(vi) using, altering, and making repairs or alterations.

d. Powers Relating to Insurance Transactions

i. Continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of the trustee which insures or provides an annuity to either the trustee or another person, whether or not the principal is a beneficiary under the contract;

ii. Procure new, different, and additional contracts of insurance and annuities for the trustee; and select the amount, type of insurance or annuity, and mode of payment;

iii. Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the agent;



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- iv. Designate the beneficiary of the contract, but an agent may be named a beneficiary of the contract, or an extension, renewal, or substitute for it, only to the extent the agent was named as a beneficiary under a contract procured by the trustee before executing the delegation;
- v. Apply for and receive a loan on the security of the contract of insurance or annuity;
- vi. Surrender and receive the cash surrender value;
- vii. Exercise an election;
- viii. Change the manner of paying premiums;
- ix. Change or convert the type of insurance contract or annuity, with respect to which the trustee has or claims to have a power described in this section;
- x. Change the beneficiary of a contract of insurance or annuity, but the agent may not be designated a beneficiary except to the extent permitted by paragraph (iv);
- xi. Collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity; and
- xii. Pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.