

Parcel Identifier No.: 9874096836

Revenue Tax: \$3,200.00

Mail after recording to: Todd A. Jones, Anderson Jones, PLLC, P. O. Box 20248, Raleigh, NC 27619

This instrument was prepared by: Todd A. Jones, Anderson Jones, PLLC, P. O. Box 20248, Raleigh, NC 27619

Brief Description for the index

4.14 acres North Hills Shopping Center



NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made August , 2015 , by and between

GRANTOR

Cates Family Limited Partnership
119 West Orange Street
Hillsborough, NC 27278

GRANTEE

Ash Grey Properties, LLC
5805 Lease Lane
Raleigh, NC 27617

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 Hillsborough, Orange County, North Carolina and more particularly described as follows:

See attached Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1313, Page 349 Orange County Registry.

A map showing the above described property is recorded in Plat Book 13, Page 129 Orange 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. Ad valorem taxes for 2015 and subsequent years.
2. Declarations, covenants, restrictions, easements and rights-of-way, if any, of record.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal, the day and year first above written as executed by all partners.

CATES FAMILY LIMITED PARTNERSHIP

Dianne Cates-Egger, Partner

Mary Cates Gravely, Partner

(Handwritten signature in red ink: GRAVELY)

Julie Price Cates, Partner

Betsy Cates Yancey, Partner

SEAL-STAMP

North Carolina, _____ County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Dianne Cates-Egger, Partner in Cates Family Limited Partnership personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2015.

Notary Public

Printed Name

My Commission Expires: _____

SEAL-STAMP

North Carolina, _____ County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Mary Cates Gravely, Partner in Cates Family Limited Partnership personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2015.

Notary Public

Printed Name

My Commission Expires: _____

SEAL-STAMP

North Carolina, _____ County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Julie Price Cates, Partner in Cates Family Limited Partnership personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2015.

Notary Public

Printed Name

My Commission Expires: _____

SEAL-STAMP

State of _____, _____ County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Betsy Cates Yancey, Partner in Cates Family Limited Partnership personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 2015.

Notary Public

Printed Name

My Commission Expires: _____

**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: Cates Family Limited Partnership

(NOTE: There can be more than one Owner if the Property has been owned by multiple parties or has been conveyed within the 120-Day Lien Period. A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See attached Exhibit

(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:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A, Article 2.
- **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.
- **Property:** 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.

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

<p><u>Cates Family Limited Partnership</u> (SEAL)</p> <p>By: _____ Printed or Typed Name/Title: <u>Dianne Cates-Eggers for the Partnershi</u></p> <p>By: _____ Printed or Typed Name/Title: _____</p>	<p>State of _____ County of _____</p> <p>Signed and sworn to (or affirmed) before me this day by _____ (Insert name(s) of principal(s)).</p> <p>Date: _____</p> <p>_____, Notary Public</p> <p>My Commission Expires: _____</p>	<p>(After Original/Notarial Seal)</p>
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