

For Registration Sharon A. Davis
Register of Deeds
Durham County, NC
Electronically Recorded
2021 Sep 16 11:10 AM
Book: 9464 Page: 104
NC Rev Stamp: \$ 7000.00 Fee: \$ 26.00
Instrument Number: 2021047207
DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$ 7000

Parcel Identifier No. 0821-07-69-9139 Verified by _____ County on the ____ day
of _____, 20____

By: _____

Mail/Box to: Grantee

This instrument was prepared by: King & Spalding LLP, Charlotte, NC WITHOUT TITLE EXAMINATION

Brief description for the Index: 815 W. Morgan Street, Durham, NC

THIS DEED made this 15th day of September 2021, by and between

GRANTOR

GRANTEE

Jane G. Peele and Eric Lee Brackett, Co-Successor Trustees of the
Marcus G. Carpenter Irrevocable Trust dated July 2, 1956

C/O Stubbs Cole Law Firm

4 Consultant Place

Durham N 27707

AP 815 W. Morgan ST., LP, a Delaware
limited partnership
1616 Camden Road
Charlotte, NC 28203

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 the City and County of Durham, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Submitted electronically by "Chicago Title Company, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Durham County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5745 page 734.

All or a portion of the property herein conveyed ___ includes or X 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 the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

See Exhibit B attached hereto and incorporated herein by this reference.

[Signature on following page.]

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

Jane G. Peele and Eric Lee Brackett, Co-Successor Trustees of the
Marcus G. Carpenter Irrevocable Trust dated July 2, 1956

By: Jane G. Peele Eric L. Brackett

Print/Type Name & Title: _____

State of North Carolina - County or City of _____

I, the undersigned Notary Public of the County or City of Person and State aforesaid, certify that Jane G. Peele and Eric L. Brackett personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 10 day of September, 2021.

My Commission Expires: 9-29-2023
(Affix Seal)

Julie Jarmou
Julie Jarmou Notary Public
Notary's Printed or Typed Name

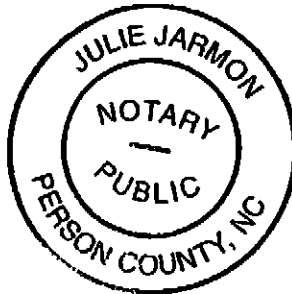


Exhibit A

Property Description

Lying and being situate in Durham County, North Carolina, and being more particularly described as follows:

TRACT 1:

Beginning at an iron stake at the curbstone on the South side of Morgan Street 223 feet East from the curbstone on the East side of Jones Street and running thence South 39 degrees 15 minutes West 109 feet to a stake, A. J. Draughon's North line; thence along and with his North line South 50 degrees 45 minutes East 93.8 feet to a stake on the inside of the sidewalk on the West side of North Gregson Street; thence along and with the inside of the sidewalk on the West side of North Gregson Street in a Northerly direction 112 feet to a stake at the curbstone on the South side of Morgan Street; thence along and with the curbstone on the South side of Morgan Street North 51 degrees 45 minutes West 92.55 feet to a stake, the point of beginning and being all of Lots 1 and 2 and the Western portion on Lot No. 3 of the J. H. Newton Estate as per plat and survey thereof now on file in the Office of the Register of Deeds of Durham County in Plat Book 4, Page 23, to which reference is hereby made for a more particular description of same.

TRACT 2:

Lying and being on the South side of Morgan Street in the City of Durham, North Carolina, beginning at a stake in the inside line of the sidewalk on the South side of Morgan Street, which said stake is 169.9 feet South 52 degrees 30 minutes East from the point of intersection of said inside line of the sidewalk of the said South side of Morgan Street and the inside line of the sidewalk on the East side of Jones Street, and running thence along said inside line of said sidewalk on said South side of said Morgan Street South 52 degrees 30 minutes East 45 feet to a stake; thence South 36 degrees 42 minutes West 102.7 feet to a stake; thence North 45 degrees 28 minutes West, 41.3 feet to a stake; thence North 37 degrees 30 minutes East 107 feet to the beginning; and being Lot No. 2 as shown on the plot of the S. J. Cole property which is recorded in the Office of the Register of Deeds of Durham County, North Carolina, in Book 4 plots at Page 192.

Exhibit B

Permitted Exceptions

1. Taxes or assessments for the year 2021 due or payable, unpaid but not yet delinquent, and taxes or assessments for subsequent years, not yet due or payable.
2. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 4, page 23. (As to Tract 1)
3. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 4, page 192. (As to Tract 2)
4. Party wall agreement set forth in Indenture recorded in Book 138, page 254; and as affected by Party Wall Release Agreement and Quitclaim Deed recorded in Book 1093, page 343.
5. Lease by and between Jane G. Peele and Eric Lee Brackett, Co-Successor Trustees of the Marcus G. Carpenter Irrevocable Trust dated July 2, 1956 (Landlord) and Commons Health and Wellness, LLC (Tenant), a memorandum of which is recorded in Book 8532, page 90.
6. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title regarding the following matters disclosed by survey