

BK: RB 6728**PG: 856 - 861**

RECORDED:

09/10/2024**10:02:16 AM**

BY: ANGELA ENGLISH

DEPUTY

2024022450**NEW HANOVER COUNTY,****MORGHAN GETTY COLLINS****REGISTER OF DEEDS**

NC FEE \$26.00

REAL ESTATE

EXTX \$664.00

ELECTRONICALLY RECORDED

Excise Tax \$664 (based on FMV)

Recording Time, Book and Page

No title exam requested or performed by preparer

Parcel Identification Number: R04813-003-014-000

PREPARED BY & RETURN TO: THE
HUMPHRIES LAW FIRM, PC

Prepared by and return to: Cape Fear Habitat for Humanity

Brief Description for the index

BEING ALL OF LOT A, 0.097 acres more or less, as is shown on map titled
"Recorded Map of Survey of Existing Parcels for Cape Fear Habitat for
Humanity..."**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made this the 9th day of September, 2024, by and between

GRANTOR

GRANTEE

**CAPE FEAR HABITAT FOR HUMANITY, INC
3310 FREDRICKSON RD
WILMINGTON, NC 28401****Terrica C King
805 N 6th Street
Wilmington, NC 28401**

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 County of New Hanover, North Carolina and more particularly described as follows:

SEE EXHIBIT A.

SUBJECT TO that certain Primary Residence, Right of First Refusal and Right of Shared Appreciation set forth in Exhibit B, attached hereto and incorporated herein by this reference.

submitted electronically by "The Humphries Law Firm, P.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 72, Page 244, New Hanover County Registry.

The property described herein does not include the primary residence of the 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, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to easements and exceptions as of record.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

Cape Fear Habitat for Humanity, Inc.

By: Susan Kline (SEAL)
Susan Kline, Director of Finance

STATE of NORTH CAROLINA - COUNTY of NEW HANOVER

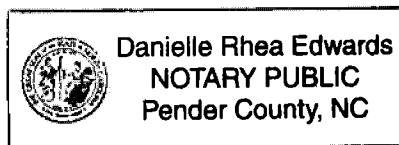
I, the undersigned Notary Public of the County and State aforesaid, certify that SUSAN KLINE, Director of Finance of CAPE FEAR HABITAT FOR HUMANITY, INC., personally appeared before me this day and, having produced adequate proof of identity, acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 9th day of September, 2024.

My Commission Expires: 3-17-2029

Notary Public

SEAL:



Danielle Rhea Edwards
Danielle Rhea Edwards

EXHIBIT A

BEING ALL OF LOT A, 0.097 acres more or less, as is shown on map titled "Recorded Map of Survey of Existing Parcels for Cape Fear Habitat for Humanity" dated December 8, 2022 and prepared by Danford & Associates Land Surveying P.C., recorded in Map Book 72 at Page 244, reference to which is hereby made for a more particular description.

Commonly known as 805 N. 6th Street, Wilmington, NC 28401
Parcel ID: R04813-003-014-000

EXHIBIT B

Deed Restrictions:

Primary Residence

The real property and improvements thereon which are conveyed herein shall be occupied by Grantee within sixty (60) days as Grantee's owner-occupied primary residence and shall remain as such for so long as Grantee remains on title to said property.

Right of First Refusal

If, at any time after the date of this Deed, Grantee shall receive a bona fide offer from any person, entity or organization to purchase said Property in whole or in part (the "Proposed Contract"), then Grantee shall promptly send by certified mail, return receipt requested or shall personally deliver to Grantor a copy of the Proposed Contract and shall notify Grantor in writing of its intention to accept the same. Grantor shall have the right within thirty (30) days of receipt of the Proposed Contract and the written notice from Grantee to accept the terms of said Proposed Contract to purchase such property as described in the Proposed Contract for the purchase price stated therein or for fair market value, whichever is less, on the same terms as set forth in said Proposed Contract.

If Grantor elects not to purchase such property as is described in the Proposed Contract, then, at the request of Grantee, Grantor shall execute a document in recordable form, to reflect such election not to exercise the right of first refusal granted herein with respect to the Proposed Contract with said offeror.

In the event the property described in the Proposed Contract is not sold to the offeror, then any subsequent Proposed Contract to sell the Property or any part thereof by the same or a different offeror must be submitted to Grantor in accordance with the terms and conditions of this Right of First Refusal.

1. All notices required herein shall be in writing, delivered by certified mail, return receipt requested, or personally delivered, to the parties as follows:

CAPE FEAR HABITAT FOR HUMANITY, INC.
PO BOX 7899
Wilmington, NC 28406

Terrica C King
805 N 6th Street, Wilmington, NC 28401

2. This right of first refusal shall be binding upon the parties, their successors or assigns and shall run with the land.

Shared Appreciation

In the event that Grantor shall elect not to exercise their right of first refusal as described hereinabove, and Grantee proceeds to sell the real property to a 3rd party, the net proceeds of such sale shall be distributed as follows:

1. All outstanding obligations secured by the real property described herein shall be paid in full.
1. The remaining balance of the sales proceeds shall be split between Grantor and Grantee.
2. Grantee shall be entitled to a share in the net appreciation in value of the real property and improvements thereon from the date of recording of this Deed to the date of the sale to a 3rd party equal to the percentage of the balance of the original purchase price which has been paid off as of the date of the sale to the 3rd party.
3. The balance of the net appreciation shall be paid to Cape Fear Habitat for Humanity, Inc.

By way of illustration:

3rd Party Sale Price: \$300,000.00

- a. Original Purchase Price: \$200,000.00
 - b. Amount of Original Principal paid off: \$50,000.00
 - c. Percentage paid off: 25%
 - d. Grantee receives 25% of the net appreciation in value. (\$25,000.00)
 - e. Cape Fear Habitat for Humanity Inc. receives 75% of the net appreciation in value. (\$75,000.00)
4. Notwithstanding any of the above, should the Grantee have paid off more than fifty percent (50%) of the Original Principal, Grantee shall be entitled to one hundred (100%) of the net appreciation from the date of recording of this Deed.
 5. In the event that there has been a net depreciation in value of the real property and improvements thereon from the date of recording of this Deed to the date of sale to a 3rd party, Cape Fear Habitat for Humanity, Inc. shall not be responsible for any contributions to either Grantee or any other 3rd party due to said net depreciation.

IN WITNESS WHEREOF, the Grantee has hereunto set his/her hand and seal the day and year first above written to acknowledge the terms of the Right of First Refusal set forth herein.

Terrica C King (SEAL)
Terrica C King

STATE of NORTH CAROLINA - COUNTY of NEW HANOVER

I, the undersigned Notary Public of the County and State aforesaid, certify that Terrica C King personally appeared before me this day and, having produced adequate proof of identity, acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 9 day of September, 2024.

My Commission Expires:

07/20/2029

Amy Jaziri
Notary Public

SEAL:

