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PG: 1186-1191RECORDED:
01-28-2022
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BY: ANDREA CRESWELL
ASSISTANT2022003691
NEW HANOVER COUNTY, NC
TAMMY THEUSCH PIVER
REGISTER OF DEEDSNC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$416.00

Excise Tax \$416.00 (based on FMV)

Recording Time, Book and Page

No title exam requested or performed by preparer
Parcel Identification Number: R05409-036-012-000

Prepared by and return to: Cape Fear Habitat for Humanity

Brief Description for the index

BEGINNING at a point in the Western line of 7th Street 163 feet South of its intersection with the Southern line of Dawson Street, and runs thence Southwardly along the Western line of 7th Street, 33 feet; thence Westwardly...**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made this the 28th day of January, 2022, by and between

GRANTOR

CAPE FEAR HABITAT FOR HUMANITY, INC
3310 FREDRICKSON RD
WILMINGTON, NC 28401

GRANTEE

Shacuria Reaves
912 S 7th 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 Right of First Refusal and Right of Shared Equity set forth in Exhibit B, attached hereto and incorporated herein by this reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 6088, Page 2074, 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: Lauren McKenzie (SEAL)
Lauren McKenzie, Executive Director

STATE of NORTH CAROLINA - COUNTY of NEW HANOVER

I, the undersigned Notary Public of the County and State aforesaid, certify that LAUREN MCKENZIE, Executive Director 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 27th day of January, 2022.

My Commission Expires:

10.2.24

Wendi D Clawson
Notary Public

SEAL:

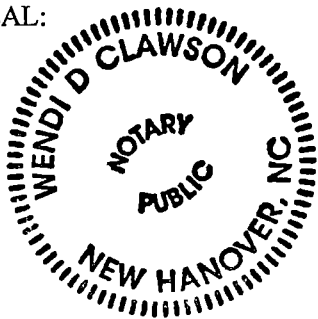


EXHIBIT A

BEGINNING at a point in the Western line of 7th Street 163 feet South of its intersection with the Southern line of Dawson Street, and runs thence Southwardly along the Western line of 7th Street, 33 feet; thence Westwardly and parallel with Dawson Street, 165 Feet; thence Northwardly and parallel with 7th Street, 33 feet; thence Eastwardly and parallel with Dawson Street, 165 Feet to the BEGINNING, the same being part of Lot #3 in Block 36, according to the Official Plan of the City of Wilmington, North Carolina. AND being all of that property conveyed to Cape Fear Habitat for Humanity, INC. by that deed filed at Book 6088, Page 2074 of the New Hanover County Register of Deeds.

Also being identified as Parcel ID # R05409-036-012-000 by the
New Hanover County Tax Office
Address: 912 S. 7th Street

EXHIBIT B**[Right of First Refusal and Right of Shared Equity]**

1. 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") and if Grantee intends to accept the offer, 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 twenty (20) 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. Fair market value will be determined by an appraisal, the cost of which shall be paid by CAPE FEAR HABITAT FOR HUMANITY, INC. if it elects to obtain an appraisal in order to purchase the subject property. CAPE FEAR HABITAT FOR HUMANITY, INC. shall have twenty (20) days after notification by Grantee to obtain its appraisal and exercise this Right of First Refusal. If Grantor exercises this Right of First Refusal, closing shall occur within sixty (60) days of CAPE FEAR HABITAT FOR HUMANITY, INC.'s notification to Grantee that it intends to exercise this right. If Grantor shall not so elect to exercise its right of first refusal within said period of twenty (20) days, Grantee may then sell such property as is described in the Proposed Contract to said offeror, provided the sale to the offeror is on the same terms and conditions and for the same purchase price set forth in the Proposed Contract sent to Grantor. 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.

2. 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.

3. This right of first refusal shall be in full force and effect for the term of any Deed of Trust from Grantee to Grantor.

4. 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.
3310 Fredrickson Rd, Wilmington, NC 28401

Shacuria Reaves
912 S 7th Street, Wilmington, NC 28401

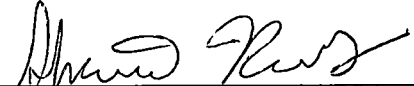
5. This right of first refusal shall be binding upon the parties, their successors or assigns and shall run with the land.

6. If the Grantees should sell the herein described improved lot before the Deed of Trust in the original amount of \$92,152 executed by the Grantees in favor of the Grantor has been paid in full, it is understood and agreed that Cape Fear Habitat for Humanity will have a "Shared Equity" right arising from any such sale and that the proceeds arising from any such sale shall be distributed as follows:

- (a) An amount representing the outstanding balance of the Deed of Trust in favor of Cape Fear Habitat for Humanity shall be paid to Cape Fear Habitat for Humanity;
- (b) In the event that the property is sold or refinanced at any time within seven and one-half (7-1/2) years of the date of closing, Cape Fear Habitat for Humanity shall retain 100% of the equity that Grantor may have accrued.
- (c) After payment of the Deed of Trust balance to Cape Fear Habitat for Humanity and at any time after seven and one-half (7-1/2) years from the date of closing, there shall be paid to the Grantees (sellers) an amount equal to the then remaining sale proceeds multiplied by a percentage (%) factor equal to percentage of principal actually paid by Grantees multiplied by two; and
- (d) All remaining proceeds, after the payment of the sums described in (a), (b) and (c) above, shall be paid to Cape Fear Habitat for Humanity.

Example: Buyers elect to sell the Property after the seventh and one-half of the Note and have paid 28% of the principal due under the Note. Buyers would be entitled to 56% (28% multiplied by 2) of the equity remaining after payment in full of the Note to Cape Fear Habitat for Humanity.

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.

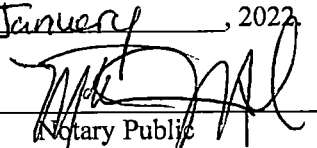
 (SEAL)
Shacuria Reaves

STATE of NORTH CAROLINA - COUNTY of NEW HANOVER

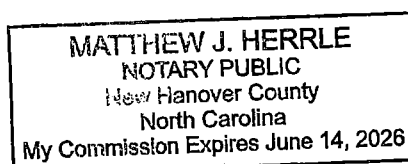
I, the undersigned Notary Public of the County and State aforesaid, certify that Shacuria Reaves personally appeared before me this day and, having produced adequate proof of identity, acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 28th day of January, 2022

My Commission Expires: 6-14-26


Notary Public

SEAL:



TAMMY THEUSCH
PIVER
Register of Deeds

New Hanover County Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 01/28/2022 03:06:57 PM
Book: RB 6534 Page: 1186-1191
6 PGS \$442.00
Real Property \$26.00
Excise Tax \$416.00
Recorder: ANDREA CRESWELL
Document No: 2022003691

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.