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02/10/2023

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BY: SAMANTHA SPEAKER

DEPUTY

2023003210

NEW HANOVER COUNTY,
MORGHAN GETTY COLLINS

REGISTER OF DEEDS

NC FEE \$26.00

REAL ESTATE

EXTX \$530.00

ELECTRONICALLY RECORDED

Excise Tax \$530.00 (based on FMV)

Recording Time, Book and Page

No title exam requested or performed by preparer

Parcel Identification Number: R04809-029-006-000

Prepared by and return to: Cape Fear Habitat for Humanity

Brief Description for the index

BEGINNING at a scribe in the concrete located in the eastern right of way line of North Seventh Street, also being located at the southwest corner of that certain property now or formerly owned by Frank Iadicicco...

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this the 10th day of February, 2023, by and between

GRANTOR

GRANTEE

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

Willa D Pigotte
1008 N 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.

submitted electronically by "Brock & Scott, PLLC FC"
 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 6251, Page 919, 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 9th day of February, 2023.

My Commission Expires:

10/2/2024

Wendy D. Clawson
Notary Public

SEAL:

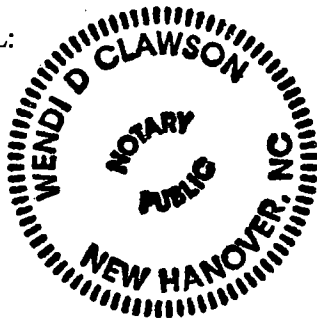


EXHIBIT A

BEGINNING at a scribe in the concrete located in the eastern right of way line of North Seventh Street, also being located at the southwest corner of that certain property now or formerly owned by Frank Iadicicco and Deanna Iadicicco as recorded in Book 6185, Page 1709, New Hanover County Registry; thence with the southern property line of Iadicicco North 83° 44' 47" East 99.00 feet to an IRS located in the southern property line of Iadicicco, also being the northwest corner of that certain property now or formerly owned by George Simmons as recorded in Book 9909, Page 902, New Hanover County; thence with Simmons western property line South 06° 15' 13" East 35.80 feet to an iron pin found in the western property line of Simmons, also being located in the northeast corner of that certain property now or formerly owned by HOE Family Holdings, LLC as recorded in Book 5903, Page 1583, New Hanover County Registry; thence leaving the western property line of Simmons, along the northern property line of HOE Family Holdings, LLC, South 83° 44' 47" West 99.00 feet to an IRS located in the northwestern corner of HOE Family Holdings, LLC, also being located in the eastern right of way line of North Seventh Street; thence along the eastern right of way line of North Seventh Street North 06° 15' 13" West 35.08 feet to the point and place of BEGINNING, being approximately 0.081 acres, more or less, all according to a survey entitled "Map of Survey for Cape Fear Habitat for Humanity" drawn by Danford & Associates Land Surveying, PC dated October 9, 2019. Being a portion of that property conveyed to Cape Fear Habitat for Humanity, Inc by Deed from New Hanover County dated 10/02/2019 and recorded on 10/02/2019 in Book 6251, Page 919, New Hanover County Registry.

Commonly known as 1008 North 7th Street, Wilmington, NC 28401

Tax Parcel ID: R04809-029-006-000

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

Willa D Pigotte
1008 N 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 \$74,707 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.

Willa D Pigotte (SEAL)
Willa D Pigotte

STATE of NORTH CAROLINA - COUNTY of NEW HANOVER

I, the undersigned Notary Public of the County and State aforesaid, certify that Willa D Pigotte 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 10th day of February, 2023.

My Commission Expires: 6-14-2026

[Signature]
Notary Public

SEAL:

