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BY: KELLIE GILES

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NEW HANOVER COUNTY,

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

NC FEE \$26.00

REAL ESTATE

EXTX \$378.00

ELECTRONICALLY RECORDED

NORTH CAROLINA GENERAL WARRANTY DEED

All or a portion of the property herein described ✓ includes or does not include the primary residence of at least one of the Grantors (N.C.G.S. § 105-317.2)

Prepared by: **Ned M. Barnes, Attorney at Law**
A-3 Pleasure Island Plaza
Carolina Beach, NC 28428

Return to: **Ned M. Barnes, Attorney at Law**

Excise Tax: \$378.00

Parcel Identifier: R07600-006-287-000

Brief description for the Index

Lot 9, CITRUS COVE

THIS DEED made this 21 day of January, 2021, by and between

GRANTOR	GRANTEE
GREGORY J. WILLIAMS, JR., (Widower) 151 Halyburton Memorial Pkwy. Apt. 106 Wilmington, NC 28412	VW PROPERTY INC. a New York Corporation 132 Emberwood Dr. Winnabow, NC 28479

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.

Submitted electronically by "Ned M. Barnes, Attorney"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

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

BEING all of Lot 9 as shown on a map entitled CITRUS COVE, recorded in Map Book 52, at Page 105 in the New Hanover County Registry, TOGETHER WITH AND SUBJECT TO all of the rights, covenants, easements, conditions and restrictions contained in the Declarations recorded in Book 5217, Page 2017, and following pages in said Registry, and all amendments and supplements thereto, and being a portion of those lands described in the deed recorded in Book 5205, Page 539, in said Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5354, Page 1778.

A map showing the above described property is recorded in Map Book 52 at Page 2017.

TO HAVE AND TO HOLD the aforesaid lots or parcels 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.

Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30-day period, Grantee is further prohibited from conveying the property for a sale price greater than \$226,790.00 until 90 days from the date of this deed. These restrictions shall run with the land are not personal to the Grantee.

Title to the property hereinabove described is subject to the following exceptions:

See attached Exhibit A Bankruptcy Court Order

1. Rights of way and easements of record, if any.
2. Zoning and/or subdivision ordinances and regulations, if any.
3. Restrictive covenants of record, if any.
4. Ad valorem taxes for 2021 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Gregory J. Williams, Jr. (Seal)
GREGORY J. WILLIAMS, JR.

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for the County and State aforesaid do hereby certify that GREGORY J. WILLIAMS, JR., having provided satisfactory identification, and personally appeared before me this day and acknowledged the due execution of the foregoing instrument and that said act was done voluntarily for the purpose stated therein.

WITNESS my hand and notarial stamp or seal, this the 21 day of January, 2021.

My commission expires:

8-22-2022

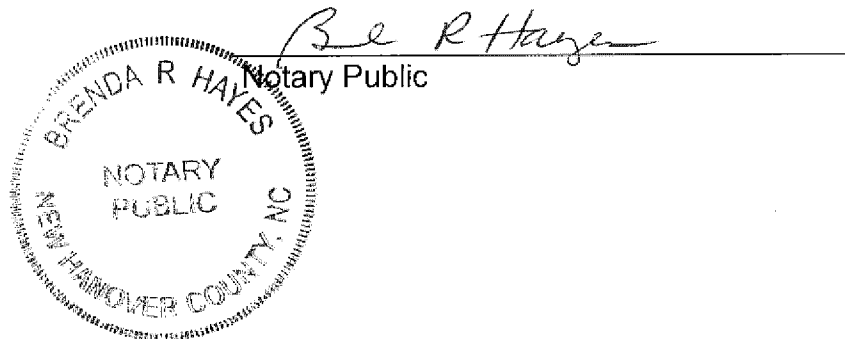
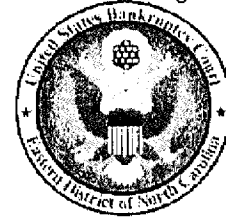


EXHIBIT A



SO ORDERED.

SIGNED this 17 day of February, 2021.

Stephani W. Humrickhouse

Stephani W. Humrickhouse
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

IN RE: GREGORY JAMES WILLIAMS

DEBTOR.

CASE NO. 18-04480-5-SWH
CHAPTER 13

**ORDER ALLOWING APPLICATION FOR PRIVATE SALE
OF REAL PROPERTY AND APPROVING ATTORNEY FEES**

THIS MATTER, coming before the Court upon the Application of the Debtor for private sale of real property and approval of attorney fees, and it appearing that there has been no objection to the motion after service as required by the Bankruptcy Code and after expiration of the response time:

THE COURT FINDS AS FOLLOWS:

1. Debtor has a fee simple interest in the following real property located at 910 Dunhill Lane, Wilmington, NC 28412, which real property was formerly his primary residence:

BEING all of Lot 9 as shown on a map entitled CITRUS COVE, recorded in Plat Book 52, at Page 105 in the New Hanover County Registry, TOGETHER WITH AND SUBJECT TO all of the rights, covenants, easements, conditions and restrictions contained in the Declarations recorded in Book 5217 Page 2017, and following pages in said Registry, and all amendments and supplements thereto, and being a portion of those lands described in the deed recorded in Book 5205, Page 539, in said Registry.

2. Debtor's interest in the real property is subject to the following encumbrances or interests:

<u>CLAIMANT</u>	<u>NATURE OF INTEREST</u>	<u>AMOUNT OF CLAIM</u>
PHH MORTGAGE ("mortgage lender")	1 st mortgage	\$280,000.00 (estimated)

3. Debtor was unable to afford the monthly mortgage payments and surrendered the real property to mortgage lender as a part of his bankruptcy plan.

4. In lieu of a foreclosure sale, mortgage lender has entered into a "short-sale" agreement to sale the real property to VW Property, Inc for the sum of \$188,922.00, a purchase price considerably less than the amount owed to mortgage lender, and has requested debtor to cooperate as a party to the short-sale agreement and to sign Seller deed documents to consummate the sale; VW Property, Inc. is a disinterested party and is of no relation to debtor.

5. In exchange for debtor's cooperation, mortgage lender has agreed to pay debtor the sum of \$2,500.00; after payment of the costs of the sale, including real estate commissions, attorney fees and recording fees, the net sale proceeds shall be paid to mortgage lender.

6. The proposed conveyance is an arms-length, good faith transaction.

7. The real property is to be sold free and clear of the above-listed lien and the interest of any other party receiving notice of this private sale.

THEREFORE IT IS ORDERED that the sale of the real property as set out above is approved; and

IT IS FURTHER ORDERED that Attorney compensation in the amount of \$450.00 is hereby awarded in connection with the preparation and filing of this motion, said fee to be paid direct.

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