

**NINA L. MAUK**

**TO: DEED**

**KEVIN M. SMOUSE**

THIS DEED, Made this 17<sup>th</sup> day of March, 2017, by and between Nina L. Mauk, grantor, party of the first part, and Kevin M. Smouse, grantee, party of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration deemed valid at law, the said party of the first part does, by these presents, grant and convey unto the said party of the second part, with Covenants of General Warranty of Title, and to be free and clear of all liens and encumbrances, all that certain tract or parcel of real estate, together with all buildings and improvements thereon, situate in the Town of Romney, Hampshire County, West Virginia, which lot is known and designated as **Lot No. Twenty Four (24) of Savilla Vale Addition** to the Town of Romney, a plat of which Savilla Vale Addition is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book 1, at Page 24, which lot is described by that certain metes and bounds description of record in the aforesaid Clerk's Office in Deed Book 378 at Page 174. Said Plat of Survey and metes and bounds description is by reference made a part hereof for all pertinent and proper reasons.

And being depicted as a portion of the same real estate conveyed unto Sue Ellen Paugh and Alisa Lou Lively from Stanley E. Mauk and Nina L. Mauk, his wife, dated August 8, 1997, of record in the aforesaid Clerk's Office in Deed Book 378, at page 173.

And further being the same real estate which was conveyed unto Nina L. Mauk by deed of Sue Ellen Paugh and Alisa Lou Lively, dated January 20, 2017, and to be recorded prior to or contemporaneously with the recordation of this instrument in the Office of the Clerk of the County Commission of Hampshire County, West Virginia.

The lot herein conveyed is subject to the following protective covenants running as covenants with the land:

1. The lot shall be a residential lot and no structures shall be erected, altered, placed or permitted to remain upon such lot other than a single family dwelling and private garage or carport for not more than two cars.

2. No dwelling costing less than \$7,500.00, shall be permitted upon the lot herein conveyed, and such dwelling shall be of substantial construction with exterior finish of either brick, stone, or wood siding.
3. No building shall be located on the lot herein conveyed nearer than 25 feet to the front line, nor nearer than 5 feet to any side lot line.
4. No noxious or offensive trade or activity shall be carried on upon said lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.
5. No basement, tent, shack, barn, trailer, or other outbuilding shall at any time be used as a residence, temporarily or permanently.
6. No poultry, livestock, cattle or hogs shall be kept upon said lot.

This conveyance is made expressly subject to any roads, rights of way, easements, utility lines, foot paths, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have otherwise become ineffective, including any matters shown on all of the aforesaid plats and surveys.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantee agrees to assume and be solely responsible for the real estate taxes beginning with the calendar year 2017, although same may still be assessed in the name of the grantor.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, together with all rights, ways, buildings, houses, improvements, easements, waters, timbers, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

I hereby certify under penalties as prescribed by law that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$130,000.00. The grantor further affirms that she is a resident of the State of West Virginia, and is therefore exempt to the "withholding tax on West Virginia source income of nonresidents" pursuant to West Virginia Code § 11-21-71b.

WITNESS the following signature and seal:

Nina L. Mauk (SEAL)  
Nina L. Mauk

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Camilla B. Faut, a Notary Public in and for the county and state aforesaid, do certify that Nina L. Mauk, whose name is signed and affixed to the foregoing deed, dated the 17<sup>th</sup> day of March, 2017, has this day, after being first duly sworn, acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of March, 2017.



Camilla B. Faut  
Notary Public

THIS INSTRUMENT PREPARED BY:  
W. JOSEPH MILLESON, JR., ATTORNEY AT LAW  
KEATON, FRAZER & MILLESON, PLLC  
56 EAST MAIN STREET, ROMNEY, WEST VIRGINIA 26757

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ERIC W STITTE  
HAMPSHIRE COUNTY 02-34-16 PM  
Instrument No 178464  
Date Recorded 03/17/2017  
Document Type DEED  
Pages Recorded 3  
Book-Page 541-51  
Recording Fee \$11.00  
Transfer Tax \$572.00  
HM4331 Tax \$286.00  
Additional \$25.00

KEATON,  
FRAZER,  
& MILLESON,  
PLLC  
ATTORNEYS AT LAW  
56 E. MAIN STREET  
ROMNEY, WV 26757