

60272

Mailed: 12-16-02
Reginald H. Kandzior Sr.
7508 Old Carolina Rd.
Bainsville, Va. 26155

DAWN M. LAHMAN

THIS DEED, Made this 2nd day

of December, 2002, by and between

TO: DEED

Dawn M. Lahman, grantor, party of

the first part, and Reginald H.

REGINALD H. KANDZIOR, SR.

Kandzior, Sr., 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, all that certain lot or parcel of real estate situate in Gore District, Hampshire County, West Virginia, known and designated as Lot No. Thirteen (13) of Rebel Hill Subdivision, together with any and all improvements thereon, and all rights, rights of way, roads, easements, privileges, and appurtenances thereunto belonging or in anywise appertaining, containing 5.745 acres, more or less, as shown on the map or plat of the Rebel Hill Subdivision, said plat being recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 2, at page 144, reference being hereby made to said Map or Plat for all proper and pertinent reasons, including, but not limited to, a more particular metes and bounds description of the real estate herein conveyed, and said Plat is made a part hereof by reference.

And being the same real estate which was conveyed unto Dawn M. Lahman, by deed of Charles E. Conrad and Judy A. Conrad, his wife, dated July 26, 1999, which said deed is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 394, at page 60.

This conveyance is made subject to the following terms and conditions, which shall be binding on the grantee, his heirs and assigns, and shall be considered covenants running with the land, to wit:

1. The purchaser hereby agrees to make the real estate above described available to any person, firm or corporation for development of electric power, water, sewerage and other utilities that will or may be used by most of the lot owners in the subdivision and a right of way twenty (20) feet in width at any point along the side, rear, or front

lines of each lot in the subdivision is hereby reserved for this purpose.

2. It is expressly understood and agreed that all roads in the subdivision are fifty (40) feet in width, with twenty-five (20) feet thereof being within the bounds of the lot herein conveyed and it is further understood and agreed that said roads are for the mutual benefit and use of all of the lot owners in said subdivision and that the maintenance of said roads shall be the sole responsibility of the owners of the lots that adjoin said roads. And it is further understood and agreed that all driveway culverts will be at least twenty-five (20) feet from the center of said road rights of way.

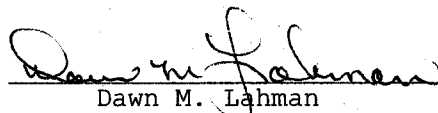
3. It is further understood and agreed that no rights of way shall be permitted through any of the lots in said subdivision for the purpose of granting access to any adjoining real estate which is not a part of said Subdivision.

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 2003, 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, timbers, waters, 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 \$94,000.00.

WITNESS the following signature and seal:

 (SEAL)
Dawn M. Lahman

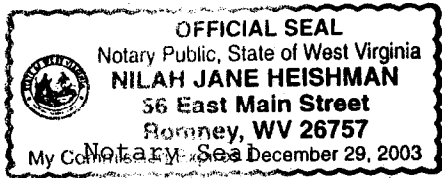
STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Niah Jane Heishman, a Notary Public, in and for the county and state aforesaid, do hereby certify that Dawn M. Lahman whose name is signed and affixed to the foregoing deed, dated the 2nd day of December, 2002, has this day, acknowledged the same before me in my said

county and state.

Given under my hand and Notarial Seal this 2nd day of December, 2002.



Nilah Jane Heishman
Notary Public

This instrument was prepared by William C. Keaton, Attorney at Law,
56 East Main Street, Romney, West Virginia.
Spk/11-26-02/deeds
RebelHill.13

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

HAMPSHIRE COUNTY COM.
DEED CLERK 03
Date/Time: 12/10/2002 15:22
Inst #: 46385
Book/Page: 419- / 640-
Recd/Tax: 424.60 413.60

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 12/10/02 3:22pm.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste

Sharon H. Link

Clerk.