

CC1044

THIS DEED, made this 7th day of March, 2000, between Nancy Ann Derrickson HALL, widow, party of the first part, Barri L. KRONE and Susan L. KRONE, his wife, parties of the second part, whose address is 2185 Fleming Road, Greenbackville, VA 23356, and George Walter MAPP, JR., SOLE ACTING TRUSTEE, and FARMERS AND MERCHANTS BANK-EASTERN SHORE, BENEFICIARY, parties of the third part,

WHEREAS, Nancy Ann Derrickson Hall by Deed of Trust dated August 11, 1994, and recorded in the Clerk's Office for the Circuit Court of Accomack County, Virginia, in Deed Book 672, at Page 502, did convey to George Walter Mapp, Jr. and L. Franklin Davis, Trustees, either of both of whom may act, certain real estate situate in Accomack County, Virginia, in trust to secure certain indebtedness owed to Farmers and Merchants Bank-Eastern Shore, more specifically stated therein; and

WHEREAS, Nancy Ann Derrickson Hall has made sale of a certain parcel of the real estate described therein and hereinafter more fully described and has requested George Walter Mapp, Jr., Trustee, and Farmers and Merchants Bank-Eastern Shore, Beneficiary, to release the lien of its aforesaid Deed of Trust to the herein described tract or parcel of land herein conveyed to the parties of the second part, which said Trustee and Beneficiary are willing and do, as is evidenced by their signing and sealing this Deed,

NOW, THEREFORE, THIS DEED WITNESSETH: That the said party of the first part, for and in consideration of the

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sum of Thirteen Thousand Dollars (\$13,000.00), to her in hand paid, at and before the signing, sealing and delivery of this Deed, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey with GENERAL WARRANTY of Title and with English Covenants of Title, unto the said Barri L. Krone and Susan L. Krone, his wife, jointly, as tenants by the entirety with the right of survivorship as at common law, Lot No. 2, as shown on a certain Plat of Shore Engineering Company, Inc., entitled "PLAT OF SURVEY 'Duck Pond Acres' LOCATED: NEAR GREENBACKVILLE, ATLANTIC DISTRICT, ACCOMACK COUNTY, VIRGINIA.", dated September 23, 1987, which plat is recorded with a prior deed from Nancy Ann Derrickson Hall, widow, to William E. Jones and Patricia D. Jones, his wife, dated December 6, 1988, and recorded in the Clerk's Office aforesaid in Plat Book 88, at Page 200. Said lot, as shown on said plat, being described herein, as follows: on the Southwest, by the private road leading to the cul-de-sac, as shown on said plat; on the Northwest, by Lot No. 1, as shown on said plat; on the Northeast, by the remaining land of Nancy Ann Derrickson Hall, as shown on said plat; on the Southeast, by Lot No. 3, as shown on said plat; it being a portion of the real estate conveyed to Eugene P. Hall and Nancy Ann Derrickson Hall, his wife, with survivorship, by Robert Lee Hall and Clara Florence Hall, his wife, by deed dated February 8, 1963 and recorded in the aforesaid Clerk's Office in Deed Book 247,

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at Page 474, the said Eugene P. Hall having departed this life on June 12, 1981.

The parties of the second part, their successors and assigns, shall have the right to use the private road and cul-de-sac as shown on said plat in common with all others who have the legal right.

The herein conveyed property is conveyed subject to the restrictions, covenants and conditions hereinafter set forth:

- 1) The lot shall be restricted to one dwelling which shall have a minimum living area of 1200 square feet, exclusive of garages, porches, utility areas, attics, basements, etc.
- 2) The lot shall be used for residential purposes only.
- 3) No structure, such as house trailer, double wide mobile homes, travel trailer, basement, tent, shack, garage, barn or other building, shall be used on any lot at any time as a residence, whether temporary or permanent.
- 4) The lot, whether occupied or vacant, shall be kept reasonably free from trash, garbage, refuse, litter and free of excess growth or grasses and weeds.
- 5) No animals, livestock, poultry or shellfish of any kind shall be raised, bred or kept on any lot, except that dogs, cats and family pets are allowed, provided they are not bred for commercial purposes, other than on a minor scale.
- 6) No advertising signs or billboards of any kind

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may be erected except for sale or for rent signs of customary size.

7) No nuisances of any description shall be permitted or maintained on said property.

8) All wells, septic tanks and drain fields shall be installed according to the requirements of the Accomack County Health Department.

9) No one story modular type home shall have a roof pitch of less than 5/12.

10) Fuel tanks, gas tanks or similar receptacles shall be buried underground or hidden so as to not be unsightly.

11) All provisions, as set forth on the hereinabove referred to plat of Shore Engineering Company, Inc., dated September 23, 1987, are by reference incorporated herein.

12) Each of the above restrictions shall run with the land and each is declared to be separate from the rest, and if one or more be declared invalid or unenforceable, the remainder shall continue in full force and effect. All of the lotowners, and their successors, shall have the power to enforce these restrictions and covenants and the failure to do so shall not be deemed a waiver of the right to do so thereafter as to a violation or default occurring prior or subsequent thereto.

The party of the first part shall pay all real estate taxes through the year 1999, and the parties are to prorate the remainder of the real estate taxes for the year 2000 as

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of the date of the signing, sealing and delivery of this deed, at which time the parties of the second part are to have immediate possession.

This conveyance is made expressly subject to easements, conditions, restrictions and reservations contained in duly recorded deeds and plats and other instruments constituting constructive notice in chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or otherwise become ineffective.

TO HAVE AND TO HOLD unto the said Barri L. Krone and Susan L. Krone, his wife, jointly, as tenants by the entirety with the right of survivorship as at common law, together with all the rights, privileges, appurtenances and rights of way thereunto belonging or in anywise appertaining, their heirs or assigns, forever.

WITNESS the following signatures and seals:

Nancy Ann Derrickson Hall (SEAL)
Nancy Ann Derrickson Hall

George Walter Mapp, Jr. (SEAL)
George Walter Mapp, Jr.
Sole Acting Trustee

FARMERS AND MERCHANTS BANK-EASTERN
SHORE, Beneficiary

BY: [Signature]
Its President

STATE OF VIRGINIA,

COUNTY OF ACCOMACK, TO-WIT:

I, Annette L. Muller, a Notary Public of and
for the State and County aforesaid, whose commission expires

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BK 0824 PG 00784

on the 30th day of Sept. 2001, do hereby certify that Nancy Ann Derrickson Hall and George Walter Mapp, Jr., Sole Acting Trustee, whose names are signed to the foregoing writing, bearing date on the 7th day of March, 2000, have acknowledged same before me in my State and County aforesaid.

Given under my hand this 9th day of March, 2000.

Annette J. Miller
Notary Public

STATE OF VIRGINIA,

COUNTY OF ACCOMACK, TO-WIT:

I, William H. Hackett-Wilson, a Notary Public of and for the State and County aforesaid, whose commission expires on the 9th day of March, 2000, do hereby certify that Ted Dutton Baker, President of Farmers and Merchants Bank-Eastern Shore, Beneficiary, whose name is signed to the foregoing writing, bearing date on the 7th day of March, 2000, has acknowledged same before me in my State and County aforesaid.

Given under my hand this 9th day of March, 2000.

William H. Hackett-Wilson
Notary Public

My commission expires March 9, 2000 at 04:18PM
INSTRUMENT #00000104-
RECORDED IN THE CLERK'S OFFICE OF
ACCOMACK COUNTY ON
MARCH 9, 2000 AT 04:18PM
\$12.00 GRANTOR'S FEE HAS PAID AS
REQUIRED BY SEC 58.1-202 OF THE VA. CODE
STATE: \$6.50 LOCAL: \$6.50
SAMUEL H. COOPER, CLERK

BY: Samuel H. Cooper (Clerk)
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