

002189

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THIS DEED, made and entered into this 21st day of March, 1989, by and between the heirs of EDWARD GRIGSBY, deceased, who are CLARA G. HARRIS, unmarried, by MURRAY A. STOLLER, attorney-in-fact for CLARA G. HARRIS; MARIE E. GRIGSBY, unmarried, by MURRAY A. STOLLER, attorney-in-fact for MARIE E. GRIGSBY; WILLIE R. GRIGSBY and JUANITA H. GRIGSBY, his wife, by MURRAY A. STOLLER, attorney-in-fact for WILLIE R. GRIGSBY, and MURRAY A. STOLLER, attorney-in-fact for JUANITA H. GRIGSBY, (WILLIE R. GRIGSBY'S) wife; EDWARD D. GRIGSBY, JR., and VERNA GRIGSBY, his wife, by MURRAY A. STOLLER, attorney-in-fact for EDWARD D. GRIGSBY JR., and MURRAY A. STOLLER, attorney-in-fact for VERNA GRIGSBY, (EDWARD D. GRIGSBY, JR.'S) wife; DOLORES M. AYLOR, widow, by MURRAY A. STOLLER, attorney-in-fact for DOLORES M. AYLOR; BRENDA G. ALTIS and RONNEY ALTIS, her husband, by MURRAY A. STOLLER, attorney-in-fact for BRENDA G. ALTIS, and RONNEY ALTIS, by MURRAY A. STOLLER, attorney-in-fact for RONNEY ALTIS (BRENDA G. ALTIS') husband; and GLORIA JEAN HAMILTON, unmarried, by MURRAY A. STOLLER, attorney-in-fact for GLORIA JEAN HAMILTON, parties of the first part, and TIMBERLINE OF VIRGINIA, INC., a Virginia Corporation, party of the second part.

W I T N E S S E T H:

Whereas, by deed dated December 14, 1988, recorded in Deed Book 713, page 298, the parties of the first part hereto each conveyed to Murray A. Stoller, attorney-in-fact for each of said heirs of Edward Grigsby, deceased, their respective interests in and to the hereinafter described land in the County of Bedford, Virginia, said land being described in said deed as the land acquired by Edward Grigsby by the following deeds:

1. Deed from Jerry Compton and wife, dated March 11, 1891, recorded in Deed Book 67, page 401, supposed to be twenty-five acres, more or less, lying north of Falling Creek and south of

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the old road from Stewartsville to Vinton.

2. Deed from V. O. Johnson and wife, dated March 7, 1921, recorded in Deed Book 131, page 398, supposed to contain five and one-half acres, on the east side of Vinton Road, known as the French Land.

Less the land conveyed by various heirs of Edward Grigsby who deeded certain land in the County of Bedford, Virginia, by the following deeds from the above land:

1. Condemnation proceedings by which the Commonwealth of Virginia acquired 1.54 acres on new Route 24, dated February 9, 1938, recorded in Deed Book 184, page 442.

2. Deed Book 374, page 130, to Linder Arrington, two acres and strip shown on map.

3. Deed Book 409, page 808, to Clifton D. Arrington, 1.102 acres adjoining 2 (immediately) above, shown on map.

4. Deed Book 443, page 295, to Kenneth and Carolyn Grigsby, one acre, adjoining 3 (immediately) above, shown on map.

Whereas, the conveyance in Deed Book 713, page 298 was by the parties of the first part with General Warranty and English Covenants of Title, and the land was described as the land acquired by Edward Grigsby by the deed from Jerry Compton and wife and from V. O. Johnson and wife less the four conveyances by various heirs of Edward Grigsby, described as 22.00 acres on the real estate (land) tax books of the County of Bedford, Virginia, although the subtraction of the lands conveyed by heirs of Edward Grigsby from the lands of Edward Grigsby indicates 24.858 acres, more or less, remaining and the land was described as (being) on the east side of State Route 886, west of existing Route 24.

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ATTORNEY AT LAW
BRANDS, VIRGINIA

Whereas, the conveyance in Deed Book 713, page 298, further stated that the conveyance was to Murray A. Stoller, as

attorney-in-fact for the above heirs of Edward Grigsby, for them and in their name, place and stead, to sell or give an option on any or all of said real estate, to make all necessary deeds, options or conveyances of said land, with all necessary covenants, warranties and assurances; and to sign, seal and acknowledge and deliver the same; and to do all such acts, matters and things in relation to all or any part of or interest in said property as they might or could do if acting personally, including all of the powers set out in Section 64.1-57 of the Code of Virginia as fully as if set out verbatim. Under the provisions of Section 11.9-1 of the Code of Virginia this shall be a durable power of attorney and shall not terminate on the disability of the principal. He may employ agents and pay their charges. He shall receive a fee of 10% of the gross proceeds of sale and reimbursement of all expenses incurred and is given a lien for the same.

Whereas, Murray A. Stoller examined the title to the said real estate as set out in the deeds and records in the Clerk's Office of the Circuit Court of Bedford County, Virginia, and prepared and supervised the execution of the deed recorded in Deed Book 713, page 298, and entered into negotiations with Leroy C. Hurt, who represented Timberline of Virginia, Inc., the party of the second part, and inspected the real estate described as above set out, and recorded the conveyance in Deed Book 713, page 298, and paid the recording charges, and granted a contract of option to Timberline of Virginia, Inc., dated January 5, 1989, wherein for 60 days, Timberline of Virginia, Inc., would have an option to purchase this land, assessed as containing twenty-two acres by the County of Bedford for the price of \$1,363.64 per acre. (The tentative purchase price was \$30,000.00 for the tract, divided by twenty-two acres.) Timberline of Virginia, Inc., was to have the land surveyed at its

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sole expense. If the survey showed more than twenty-two acres, purchaser would pay \$1,363.64 per acre for all over twenty-two acres. If the survey showed less than twenty-two acres, the purchase price will be reduced appropriately at the rate of \$1,363.64 per acre.. The property was sold "as-is" and the purchaser agreed that it had had a reasonable opportunity to inspect the property, which shows dumping of trash, an uninhabitable house and other eyesores.

Whereas, Timberline of Virginia, Inc., has had the land surveyed by John D. Abbott, P. E., C. L. S., whose survey is dated March 16, 1989 and is attached hereto and is made a part hereof and the present description is based on the land records and the survey as follows.

Now, therefore, in consideration of the premises and in further consideration of the sum of TWENTY-TWO THOUSAND, NINE HUNDRED FORTY-ONE and 88/100 DOLLARS (\$22,941.88) being 16.186 acres shown as tract 1, and 0.638 acres shown as tract 3, a total of 16.824 acres at \$1,363.64 per acre, cash in hand paid by the party of the second part to the parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part do hereby BARGAIN, SELL, GRANT and CONVEY, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said party of the second part, TIMBERLINE OF VIRGINIA, INC., all those certain lots or parcels of land, lying and being in the County of Bedford, State of Virginia, and being described as the land acquired by Edward Grigsby by the deeds from Jerry Compton and wife and from V. O. Johnson and wife less the four conveyances by various heirs of Edward Grigsby, and now shown to contain 16.824 acres rather than twenty-two acres, as shown on the Plat of Survey above stated, and described as follows:

Tract 1, said to contain 16.186 acres; beginning at a concrete r/w monument at the southwest corner of said tract 1 on the east

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ATTORNEY AT LAW
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side of Route 886, at the northwest corner of Lot 13, Section 2, Cherry Hill Estates, P. B. 17, page 19; thence with the east side of Route 886 the following courses and distances: N.33°17'10"W. 376.39 feet to a concrete r/w monument; N.28°54'16"W. 100.20 feet to a concrete r/w monument; N.37°14'15"W. 100.12 feet; N.31°30'46"W. 100.12 feet; N.34°22'31"W. 23.00 feet to a concrete r/w monument; N.41°00'58"W. 80.70 feet to a concrete r/w monument; thence with a curve to the left a chord distance of 333.38 feet to a point; thence N.57°17'10"W. 43.83 feet to a pin set; thence N.41°36'00"E. 114.91 feet, leaving Route 886, to a pin found; thence N.67°06'00"E. 516.94 feet to a pipe found; thence N.64°44'25"E. 276.36 feet to a point; thence N.66°20'18"E. 62.61 feet to a pin found; thence S.61°02'56"E. 92.35 feet to a point; thence S.40°49'02"W. 17.15 feet; thence S.30°54'42"W. 60.97 feet; thence S.12°58'22"W. 65.86 feet; thence S.2°55'42"W. 62.40 feet to a pin set; thence S.10°55'00"E. 81.99 feet to a pin set; thence S.2°05'15"W. 115.74 feet to a pin found, the plat bearing the notation "see D. B. 443, pg. 295 for road r/w"; thence S.6°34'54"W. 173.82 feet to a pin set; thence S.72°04'28"E. 234.32 feet to a pin set; thence with the west line of various lots in Section 2 of Cherry Hill Estates S.11°55'32"W. 356.33 feet to a pin found; thence S.45°23'35"W. 426.85 feet to the place of beginning.

Tract 3, said to contain 0.638 acres: beginning at the southeast corner of said tract 3 on the west side of Route 886; thence S.54°29'00"W. 64.99 feet; thence N.31°09'47"W. 130.08 feet with the property of Timberline of Virginia, Inc.; thence N.42°08'05"W. 74.90 feet to a point; thence N.16°00'36"W. 45.02 feet; thence N.27°04'30"W. 248.34 feet to a point; thence N.0°35'33"W. 59.73 feet to a point on the west side of Route 886; thence S.33°11'42"E. 541.61 feet to the point of beginning.

This conveyance is made expressly subject to all recorded conditions, reservations, easements and restrictions affecting title to the property herein conveyed.

To have and to hold unto Timberline of Virginia, Inc., its successors or assigns in fee simple forever.

WITNESS the following signatures and seals:

MURRAY A. STOLLER
ATTORNEY AT LAW
DANBURG, VIRGINIA

Clara G. Harris, by Murray A. Stoller,
her Attorney-in-Fact (SEAL)
Clara G. Harris, by Murray A.
Stoller, her attorney-in-fact

Marie E. Grigsby by Murray A. Stoller,
her Attorney-in-Fact (SEAL)
Marie E. Grigsby by Murray A.
Stoller, her attorney-in-fact

Willie R. Grigsby by Murray A. Stoller,
his Attorney-in-Fact (SEAL)
Willie R. Grigsby by Murray A.
Stoller, his attorney-in-fact

Juanita H. Grigsby by Murray A. Stoller,
her Attorney-in-Fact (SEAL)
Juanita H. Grigsby by Murray A.
Stoller, her attorney-in-fact

Edward D. Grigsby, Jr., by Murray A.
Stoller, his Attorney-in-Fact (SEAL)
Edward D. Grigsby, Jr., by
Murray A. Stoller, his
attorney-in-fact

Verna Grigsby by Murray A. Stoller, her
Attorney-in-Fact (SEAL)
Verna Grigsby by Murray A.
Stoller, her attorney-in-fact

Dolores M. Aylor by Murray A. Stoller,
her Attorney-in-Fact (SEAL)
Dolores M. Aylor by Murray A.
Stoller, her attorney-in-fact

Brenda G. Altis by Murray A. Stoller,
her Attorney-in-Fact (SEAL)
Brenda G. Altis by Murray A.
Stoller, her attorney-in-fact

Ronney Altis by Murray A. Stoller, his
Attorney-in-Fact (SEAL)
Ronney Altis by Murray A.
Stoller, his attorney-in-fact

Gloria Jean Hamilton by Murray A. Stoller,
her Attorney-in-Fact (SEAL)
Gloria Jean Hamilton by Murray
A. Stoller, her attorney-in-fact

STATE OF VIRGINIA, AT LARGE,

CITY OF ROANOKE, to-wit:

The foregoing deed was acknowledged before me this the
22nd day of March, 1989, by Clara G. Harris, Marie E. Grigsby,
Willie R. Grigsby, Juanita H. Grigsby, Edward D. Grigsby, Jr.,
Verna Grigsby, Brenda G. Altis, Ronney Altis, Gloria Jean Ham-

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ATTORNEY AT LAW
ROANOKE, VIRGINIA

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ilton, and Dolores M. Aylor, each by Murray A. Stoller, her or
his attorney-in-fact.

Barbara J. Crompton
Barbara J. Crompton,
Notary Public



My commission expires June 10, 1991.

State Tax	039	<u>24.50</u>	VIRGINIA: In the Clerk's Office of the
County Tax	213	<u>11.50</u>	Circuit Court of Bedford County, Va.
City Tax	214	<u>1.00</u>	March 24, 1989, this writing with
Co. Transfer	212	<u>1.00</u>	<i>Plat Book</i>
City Transfer	222	<u>1.00</u>	was admitted to record at 2:00 o'clock
Clerk's Fee	301	<u>23.00</u>	P.M. and the Tax imposed by Section
State Tax	038	<u>11.50</u>	68.1-802 of the Code in the amount of
County Tax	220	<u>11.50</u>	\$ 23.00 has been paid.
City Tax	223	<u>1.00</u>	TESTE: CAROL W. BLACK, CLERK
Postage	350	<u>.45</u>	
Total		<u>\$ 73.45</u>	By: <i>Carol W. Black</i> Dep. Clerk
DB	<u>720</u>	pg	<u>450</u>

md 4/7/89
X Lineal line of Virginia
At. 3, Box 357
Vinton, VA 24179

This Plat is recorded in Plat Book 25 Page 359