

Consideration:	\$652,500.00
Tax Assessed Value:	\$527,000.00
Tax Map Number:	12900-00-00-010D0
Grantee's Address:	1432 Avila Avenue, Deltona, FL 32725
Instrument Prepared By:	Nicholas D. Vlissides, VSB #31608
Title Insurance Underwriter:	Stewart Title Guaranty Company
Return To:	New World Title & Escrow File No. 2023-10072 11325 Random Hills Road, Suite 330 Fairfax, VA 22030

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made effective as of this 10th day of May, 2023, by and between Brenda J. CARROLL, an unmarried woman, and Linda Marie WITZEL, Trustee of the Noah and Linda DeFalco RLT, October 15, 2019, as Grantors; and Linda Marie WITZEL, Trustee of the Article VI Decedent's Trust under the Noah and Linda DeFalco RLT, dated October 15, 2019, as Grantee.

W I T N E S S E T H:

WHEREAS, 1.21 acres, more or less, of a portion of the hereinafter described real property was, as part of a larger parcel, conveyed from Stephan Hawranke to Noah DeFalco, by deed dated January 2, 2001, and recorded January 19, 2001, in Deed Book 1984 at Page 728 among the land records of Albemarle County, Virginia; and

WHEREAS, 3.431 acres, more or less, of a portion of the hereinafter described real property was conveyed from Robert S. Green and Cynthia S. Green to Noah DeFalco and Brenda J. Carroll, as joint tenants with common law rights of survivorship, by deed dated April 19, 2006, and recorded on April 25, 2006, in Deed Book 3197 at Page 591 among the land records of Albemarle County, Virginia; and

WHEREAS, the aforementioned 1.21 acres, more or less, was gifted from Noah DeFalco to Noah DeFalco and Brenda J. Carroll, as tenants in common, by deed dated March 24, 2014, and

recorded on March 28, 2014, in Deed Book 4473 at Page 434 among the land records of Albemarle County, Virginia; and

WHEREAS, the aforementioned 3.431 acre and 1.21 acre parcels were consolidated pursuant to a Boundary Line Adjustment Plat by Brian S. Ray, L.S. dated January 24, 2014, attached to the aforementioned Deed of Gift recorded in Deed Book 4473 at Page 434 among the land records of Albemarle County, Virginia; and

WHEREAS, Noah DeFalco died testate on December 25, 2020, as evidenced by that Certification of Death No. 2020240174, filed by the State of Florida, Bureau of Vital Statistics on January 7, 2021; and

WHEREAS, pursuant to the Last Will and Testament of Noah DeFalco, admitted to probate in Will Book 179 at Page 371 in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, all property, real and personal property of the estate, is to be devised or bequeathed to the Noah and Linda DeFalco RLT, October 15, 2019; and

WHEREAS, Linda Marie Witzel succeeded Noah DeFalco as trustee of the Noah and Linda DeFalco RLT, October 15, 2019; and

WHEREAS, Linda DeFalco resigned as trustee of the Noah and Linda DeFalco RLT, October 15, 2019;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey, with General Warranty and English Covenants of Title, unto the Grantee all rights, title, and interest they have, or may have, in the following described property located in Albemarle County, Virginia (the "Property"):

All that certain parcel of land situate in the Scottsville Magisterial District of Albemarle County, VA, containing 4.64 acres of land, more or less, as shown on the Boundary Line Adjustment Plat Parcel X, containing 1.21 acres a portion of Tax Map 129-10A being added to and combined with Tax Map 129-10D, located on Existing 30' R/W & Existing 50' R/W off State Route 626 by Brian S. Ray, LS dated 01/24/2014 for Roger W. Ray & Assoc., Inc. and attached to the Deed recorded in Deed Book 4473 at Page 434, in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Together with and SUBJECT TO non-exclusive easement for right of way, which shall serve as a means of ingress and egress to and from State Route 626 to and from the property as shown on plat dated April 3, 1981 recorded in Deed Book 716 at Page 706, among the aforesaid records. Said easement is non-exclusive, an appurtenances, and shall run with the land.

Subject to Road Maintenance Agreement as set forth and recorded in Deed Book 716 at Page 694 among the aforesaid records.

Subject to Memorandum of Option Agreement (aka Option and Purchase Agreement) as set forth and recorded at Instrument No. 202200005867, amended at No. 202300002699, and any and all amendments thereto, whether now existing or recorded hereafter, among the aforesaid land records.

And more commonly known as: 8371 Langhorne Road, Scottsville, VA 24590.

TO HAVE AND TO HOLD the Property in fee simple, upon the trusts and for the uses and purposes set forth herein and in the trust instrument governing the Grantee ("Trust Agreement"), as the same may be amended from time to time, including the following:

Full power and authority is hereby granted to the trustee(s) and/or any successors (the "Trustee") to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by Deed or other conveyance to any grantee, with or without consideration; to mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend, and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of the Trust have been complied with,

(c) to inquire into the authority, necessity or expediency of any act of the Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said Trust. Every Deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title, or interest thereunder; (a) that at the time of the delivery thereof the said Trust were in full force and effect, (b) that such instrument was executed in accordance with the trusts, the terms and conditions thereof and of the said Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee were duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties and obligations of its, his, or their predecessor in trust.

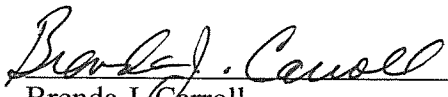
The Trustee shall have no individual liability or obligation whatsoever arising from the Trustee's ownership as Trustee of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by said Trustees in dealing with said Property, or in otherwise acting as Trustee, except only so far as said Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

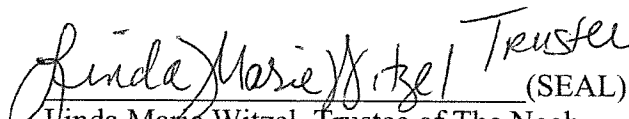
The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails, and proceeds thereof as provided in the Trust Agreement.

This Deed is governed by and is to be read and construed with reference to Section 55.1-117 of the Code of Virginia, as amended and in force. As used herein, the singular shall include the plural and the plural shall include the singular, wherever appropriate.

This conveyance is made expressly subject to easements, conditions and restrictions, if any, contained in the instruments constituting the chain of title to the property conveyed herein.

WITNESS the following signatures and seals:

 (SEAL)
Brenda J. Carroll

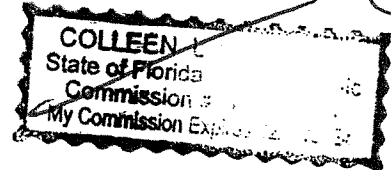
 (SEAL)
Linda Marie Witzel, Trustee of The Noah
and Linda DeFalco RLT, October 15, 2019

STATE OF FLORIDA
COUNTY/CITY OF Sumter

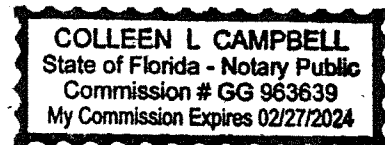
The foregoing instrument was acknowledged before me this 10 day of April, 2023 by Brenda J. Carroll.

Colleen Campbell

Signature of Person Taking Acknowledgment
Title or Rank FL Notary
Serial Number 890796



Notary's Registration Number: CG 963639
My Commission Expires: 02-27-2024



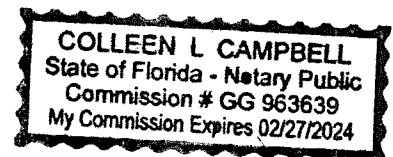
STATE OF FLORIDA
COUNTY/CITY OF Sumter

The foregoing instrument was acknowledged before me this 10 day of April, 2023, Linda Marie Witzel, Trustee of The Noah and Linda DeFalco RLT, October 15, 2019.

Colleen Campbell

Signature of Person Taking Acknowledgment
Title or Rank FL Notary Colleen L Campbell
Serial Number

Notary's Registration Number: CG 963639
My Commission Expires: 02-27-2024



INSTRUMENT # 202300003792
E-RECORDED IN THE CLERK'S OFFICE OF
ALBEMARLE ON
MAY 11, 2023 AT 01:57PM
\$652.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$326.25 LOCAL: \$326.25
JON R. ZUG, CLERK
RECORDED BY: MEB