

GARY L. WAGONER and
LOIS C. WAGONER,
his wife

TO: DEED

ERIC M. PICKEL and
CATHERINE L. PICKEL,
his wife

THIS DEED, made this 7th day of January,
2021, by and between Gary L. Wagoner and
Lois C. Wagoner, his wife, grantors,
parties of the first part, and Eric M.
Pickel and Catherine L. Pickel, his wife,
grantees, parties of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, receipt whereof being hereby acknowledged, the said parties of the first part do, by these presents, grant and convey unto the said parties of the second part, as joint tenants with full rights of survivorship as hereinafter enumerated, with covenants of General Warranty of Title, and to be free and clear of all liens and encumbrances, all that certain lot or parcel of real estate, together with the dwelling house and other improvements thereon, known and designated as **Lot No. Eighty-four (84) of Savilla-Vale Addition** to the Town of Romney, Hampshire County, West Virginia. A Plat of Savilla-Vale Addition is duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 1, at page 24, which plat by reference is expressly made a part hereof for all proper and pertinent reasons and particularly for a more full and complete description of said real estate. Said Lot is shown on the Hampshire County Land Books as Tax Map 3A, Parcel 50, for the Town of Romney District.

And being the same real estate conveyed unto Gary L. Wagoner and Lois C. Wagoner, his wife, by deed of Walter L. Pugh and Marjorie K. Pugh, his wife, dated June 24, 1970, and of record in the aforesaid Clerk's Office in Deed Book No. 187, at page 53.

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 will be carried on upon said lots, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.
5. No basement, tent, trailer, shack, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently.
6. No poultry, livestock, cattle or hogs will be kept upon the said lot.

This conveyance is made unto the parties of the second part as joint tenants with full rights of survivorship, which is to say, should Eric M. Pickel predecease Catherine L. Pickel, his wife, then the entire full, fee simple title in and to said real estate shall vest solely in Catherine L. Pickel; and should Catherine L. Pickel predecease Eric M. Pickel, her husband, then the entire full, fee simple title in and to said real estate shall vest solely in Eric M. Pickel.


Although the real estate taxes may be prorated between the parties as of the day of closing, the grantees agree to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2021, although same may still be assessed in the names of the grantors.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantees, 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.

We 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 \$210,500.00. The grantors further affirm that they are exempt from the "withholding tax on West Virginia source income of nonresidents" pursuant to West Virginia Code, because the subject real estate was their primary residence for a period aggregating 2 years or more during the 5-year period ending on the date of the sale of the residence.

WITNESS the following signatures and seals:

 (SEAL)
Gary L. Wagoner

 (SEAL)
Lois C. Wagoner

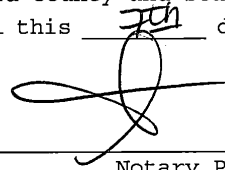
(Notary provisions continue on following page)

STATE OF FLORIDA

COUNTY OF Highlands, TO WIT:

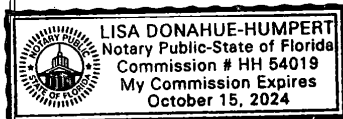
I, Lisa Donahue-Humpert, a Notary Public in and for the county and state aforesaid, do hereby certify that Gary L. Wagoner and Lois C. Wagoner, his wife, whose names are signed and affixed to the foregoing deed, dated the 7th day of January, 2021, have each this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 7th day of January, 2021.



Notary Public

(Notary Seal)



My commission expires: 10/15/2024

This Instrument Prepared by:
William C. Keaton, Attorney at Law
Keaton, Frazer & Milleson, PLLC
56 East Main Street, Romney, WV 26757

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

Highland County
Eric W. Strife, Clerk
Instrument 206108
01/13/2021 @ 12:42:04 PM
DEED
Book 572 @ Page 81
Pages Recorded 3
Recording Cost \$ 46.00
Transfer Tax \$ 1157.75
Farm Land Tax \$ 463.10