

FULL REPORT OF TITLE

RECIPIENT: Fidelity National Title Insurance (Attention: Erin Spradling)

BUYER: N/A

ADDRESS: 907 Lot Hunting Ridge Road, Martinsville, VA

VESTED IN: Ruby G. Balabanis

GRANTOR(S): Theofilos G. Balabanis deceased 02/04/2022** Less Than 1 Year

DATED: 03/16/2019

REC: 02/24/2022

Will Inst. No.: 202000163

DATED: 05/01/1987

REC: 05/15/1987

DB & PG: 172/623

THE PROPERTY LIES IN: City of Martinsville, Virginia

LEGAL DESCRIPTION: East side of Hunting Ridge Road, Lot 55, Block 5 of the Druid Hills Subdivision for Lanier Farm, Incorporated

DEEDS OF TRUST: None found

JUDGMENTS: None found

FINANCING STATEMENTS: None found

TAX INFORMATION:

DELINQUENT TAXES: None

TAXES PAID THROUGH: June 2022

TAXES A LIEN, BUT NOT YET DUE: December 2022

ACCOUNT NO.: 000439100

TAX MAP NO.: 73 (02) 05 / 55

RESTRICTIONS: Deed Book 135, Page 263 and Deed Book 18, Page 391

GRANTED EASEMENTS: matters as shown on Limited Policy No. 82307-83113422

All matters as shown on PLAT OF SURVEY: for Plat of Subdivision Showing the Development of Hunting Ridge Road, Dundee Lane, Dove Lane, and Dundee Court, dated May 24, 1966, revised June 26, 1967 prepared by J. A. Gustin & Associates, C.E & L.S. recorded in Map Book 10, Page 176 in the Martinsville Circuit Court Clerk's Office

BEGAN TITLE WITH: Limited Policy Number 82307-83113422; 11/27/1979

SEARCHED TO: 06/14/2022, computer

REPORT DATED: 06/21/2022

BY Leslie Turner



Martinsville

08/19/2021 13:25
1122ahan

CITY OF MARTINSVILLE
2021 LAND BOOK

TAXABLE PROPERTIES
IN THE CITY OF MARTINSVILLE, VIRGINIA BY RUTH L EASLEY, COMMISSIONER OF REVENUE

12 74
lvalnbdx

BILL NO	CUST NO	OWNER NAME AND ADDRESS	TOTAL ACRES	DEFER ACRES	LAND VAL	BUILDING VAL	PERSONAL VAL	GROSS VAL	TOTAL TAX
CLASS	JURIS	DEA/MAF #	NET ACRES	DEFER NET	VAL	VAL	VAL	NET VAL	DEFER TAX
PARCEL ID	AFD CD	LEGAL DESC	LAND	ACRES	NET	VAL	VAL	VAL	NET TAX
LEND RSN	WILL BKPG	PROPERTY LOCATION	CHARGE	RATE	INST 1	INST 2	INST 3	INST 4	CHARGE TOTAL
DEED BKPG	LAND USE #		PER \$100						
405	5195	BALABANIS THEOFILLOS G	0.988	5000	0	0	0	5000	51.95
01	CITY	PO BOX 3565	0.000	0	0	0	0	0	0.00
000439100		MARTINSVILLE, VA 24115-3565	0.988	5000	0	0	0	5000	51.95
0073 N		LOT 55 BLOCK 5							
DB 172/623	00	HUNTING RIDGE ROAD	1.040	25.99	0.00	0.00	0.00	0.00	25.99
		907 LOT HUNTING RIDGE RD	1.040	0.00	26.00	0.00	0.00	0.00	26.00
406	5195	BALABANIS THEOFILLOS G	0.441	49900	0	0	0	119900	1246.66
04	CITY	PO BOX 3565	0.000	0	0	0	0	0	0.00
000500500		MARTINSVILLE, VA 24115-3565	0.441	49900	0	0	0	119900	1246.66
0073 N		33 (03)N /33							
DB 196/295	00	FRONT 87 FT	1.040	623.33	0.00	0.00	0.00	0.00	623.33
		29 BROAD ST	1.040	0.00	623.33	0.00	0.00	0.00	623.33
407	5195	BALABANIS THEOFILLOS G	0.161	6000	0	0	0	28100	292.17
01	CITY	PO BOX 3565	0.000	0	0	0	0	0	0.00
000717300		MARTINSVILLE, VA 24115-3565	0.161	6000	0	0	0	28100	292.17
0073 N		34 (03)C /01							
LR00/00752	00	LOT 1 FT 50	1.040	146.06	0.00	0.00	0.00	0.00	146.06
		208 E/S STUART ST	1.040	0.00	146.09	0.00	0.00	0.00	146.09
		208 STUART ST							
408	5195	BALABANIS THEOFILLOS G	0.572	28000	0	0	0	180100	1872.59
01	CITY	PO BOX 3565	0.000	0	0	0	0	0	0.00
000865700		MARTINSVILLE, VA 24115-3565	0.572	28000	0	0	0	180100	1872.59
0073 N		68 (02)P /23							
LR05/00920	00	LOT 23 SEC P	1.040	936.29	0.00	0.00	0.00	0.00	936.29
		1312 W/S ROOT TRAIL	1.040	0.00	936.30	0.00	0.00	0.00	936.30
		1312 ROOT TR							
409	10554	BALABANIS THEOFILLOS G	0.107	6000	0	0	0	30000	311.93
03	CITY	PO BOX 3565	0.000	0	0	0	0	0	0.00
000875100		MARTINSVILLE, VA 24115-3565	0.107	6000	0	0	0	30000	311.93
0073 N		16 (07)00 /01C							
DB 268/602	00	LOT 1C	1.040	155.96	0.00	0.00	0.00	0.00	155.96
		1204 SES CHATHAM HGTS RD	1.040	0.00	155.97	0.00	0.00	0.00	155.97
		1204 CHATHAM HGTS RD							
410	1526025	BALABANIS THEOFILLOS G &	0.346	15000	0	0	0	104400	1085.50
01	CITY	BALABANIS RUBY GENTRY	0.000	0	0	0	0	0	0.00
000132200		PO BOX 3565	0.346	15000	0	0	0	104400	1085.50
N		MARTINSVILLE, VA 24115							
LR202000163	00	LOT 16A SEC 37	1.040	542.75	0.00	0.00	0.00	0.00	542.75
		700 CORN TASSEL TRAIL	1.040	0.00	542.75	0.00	0.00	0.00	542.75
		700 CORN TASSEL TR							

pd June 2022

CURRENT OWNER				RECORD OF OWNERSHIP				DEED BOOK		SALE DATE		QU		SALE PRICE		VC
BALABANIS THEOFILOS G TRUST				BALABANIS THEOFILOS G TRUST				WF202200055		02-24-2022		U				1
1312 ROOT TRL				BALABANIS THEOFILOS G				DB 172/623		05-15-1987		U				0
MARTINSVILLE VA 24112				MCGINN JAMES S & JACKSON JANE ANN				DB 135/263		12-03-1979		U				0
				JACKSON JANE ANN				0		01-01-1900		U				0
ASSESSMENT EFFECTIVE 7/1/2021				LEGAL DESCRIPTION				PREVIOUS ASSESSMENTS EFFECTIVE JULY 1st OF ASSESSMENT YEAR				YEAR				Code
Description				LOT 55 BLOCK 5				Year				Assessed				Assessed
Land								2021				0				100
				BLDG DESCRIPTION				5000				5000				100
Total				5,000				5,000				5000				5000
SUPPLEMENTAL DATA				BUILDING SUB-AREA SUMMARY SECTION				COST / MARKET VALUATION				Total <th>5000</th>				5000
# Of Parcels 1				SUB				Base Rate				0.00				0
Plat Ref 000097053				Description				Rcn				0				0
Land Acres 0.988								Net Other Adj				0				0
Land SF 43,037								AYB								
Assoc. Parcel								Effective Year Built								
								Condition								
								Remodel Rating								
								Year Remodeled								
								Eyb Dpr								
								Functional Obsol								
								Economic Obsol								
								Cost Trend Factor								1
								Adjustment								
								Percent								
								Percent Good								0
								RCNLD								
								% Good Ovrd								
								% Good Ovrd Comment								
								Misc Imp Ovr								
								Misc Imp Ovr Comment								
								Cost to Cure Ovr								
								Cost to Cure Ovr Comm.								
CONSTRUCTION DETAIL				OB - OUTBUILDING & YARD ITEMS(L) / EF - BUILDING EXTRA FEATURES(B)				OB - OUTBUILDING & YARD ITEMS(L) / EF - BUILDING EXTRA FEATURES(B)				OB - OUTBUILDING & YARD ITEMS(L) / EF - BUILDING EXTRA FEATURES(B)				
Element				Code				Description				La				
Style				01				Ttl Gross Liv / Lease Area				0				
Model				00												
Grade																
Stories																
Foundation Typ																
Exterior Wall 1																
Roof Structure																
Roof Cover																
Interior Wall 1																
Interior Floor 1																
Exterior Cond																
Central Heat																
Central AC																
Bedrooms																
Total Rooms																
Full Baths																
Half Baths																
Chimneys																
Fireplaces																
Exterior Wall 2																
Interior Wall 2																
Sketch Factor																
Basement Type																
Living Area																
Split Foyer																
Split Level																
PROPERTY FACTORS				PUB WATE				PUB SEWE				SEPTIC				
UG UTILITI				Y				Y				Y				
TOPO				N				N				N				
SIDEWALK				N				N				N				
SOIL				N				N				N				
LOCATION				N				N				N				
VIEW				N				N				N				
No Sketch																

Property Report - City of Martinsville

**Current Data:****Property ID:** 000439100 **Tax Map Number:** 73 (02)05 /55**Owner:** BALABANIS THEOFILOS G TRUST**Address:** 1312 ROOT TRL **City/State/Zip:** MARTINSVILLE VA**Deed/Page:** WF202200055 **Legal Description:** LOT 55 BLOCK 5**Aquired Date:** NA **Consideration:** \$0.00**Year Built:** **Property Desc:** NA **Above Grade Sq Ft:** 0**Acres:** 9 **Zoning:** R-N**Land Value:** \$5000.00 **Building Value:** \$0.00 **Total Value:** \$5000.00**Previous Data:****Owner:** BALABANIS THEOFILOS G**Aquired Date:** NA **Deed/Page:** DB 172/623 **Consideration:** \$0.00



Real Estate

View Bill

[View bill image](#)

As of

6/17/2022

Bill Year

2021

Bill

405

Owner

BALABANIS THEOFILOS G TRUST

Parcel ID

000439100

instalment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$25.99	\$25.99	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$26.00	\$26.00	\$0.00	\$0.00	\$0.00
TOTAL		\$51.99	\$51.99	\$0.00	\$0.00	\$0.00

THEOFILOS G. BALABANIS, home sole

FROM: DEED

823

JAMES S. MCGINN and
SHARON W. MCGINN,
Husband and Wife

THIS DEED, made this 1st day of May, 1987, by and between James S. MCGINN and Sharon W. MCGINN, husband and wife, parties of the first part and Grantors herein, and Theofilos G. BALABANIS, home sole, party of the second part and Grantee herein:

WITNESSETH: That for and in consideration of the sum of One Hundred Dollars (\$100.00) cash in hand paid to the Grantors by the Grantee and other good and valuable consideration, Two Thousand Dollars (\$2,000.00) of which is represented by a deferred purchase money promissory note, payable One Thousand Dollars (\$1,000.00) on or before December 31, 1987 and the balance due and payable on or before December 31, 1988, the receipt of all of which is hereby acknowledged, the Grantors do hereby bargain, sell, grant and convey, in fee simple with general warranty and English covenants of title unto the Grantee, as his sole and separate equitable estate, all that certain lot or parcel of real estate, together with improvements thereon located and appurtenances thereunto belonging, situated in the City of Martinsville, Virginia, on the East side of Hunting Ridge Road which lot is known and designated as all of Lot 55, Block 5 of the Druid Hills Subdivision of Lanier Farm, Incorporated, as shown on a plat of subdivision showing the development of Hunting Ridge Road, Dundee Lane, Dove Lane, and Dundee Court, prepared by J. A. Gustin & Associates, C. E. & L. S., dated May 24, 1966, revised June 26, 1967, and of record in the City of Martinsville Circuit Court Clerk's Office in Map Book 10 at page 176, and being a portion of the property obtained by the male grantor herein by deed dated November 27, 1979, from Lanier Farm, Incorporated, recorded in Deed Book 135, page 263 of the aforesaid Clerk's Office, reference to which, and the references therein

contained, is here made for a more particular description of the property hereby conveyed.

A vendor's lien is hereby reserved to the male grantor to secure the payment of the deferred purchase money promissory note hereinbefore described.

This property shall constitute the sole and separate equitable estate of the Grantee, free from the control and marital rights of any present or future wife and free from any dower rights or inchoate dower rights of any present or future wife, all of which are hereby expressly excluded, and it shall not be necessary for any present or future wife to join with the Grantee in the alienation, conveyance, encumbrance, or other dealing with or disposition of the aforesaid property.

WITNESS the following signatures and seals on this the day and year first above written:

James S. McGinn (SEAL)
JAMES S. MCGINN
Sharon W. McGinn (SEAL)
SHARON W. MCGINN

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

I, Peggy J. Young, a Notary Public in the State and for the City aforesaid, do hereby certify that James S. McGinn and Sharon W. McGinn, husband and wife, whose names are signed to the foregoing writing bearing date of the 1st day of May, 1987, have acknowledged the same before me within my City and State aforesaid.

Given under my hand this 15th day of May

1987.

My Commission expires: 2-16-88

JAMES H. FORD
ATTORNEY AT LAW
26 W. CHURCH ST.
MARTINSVILLE, VA
201A-1001



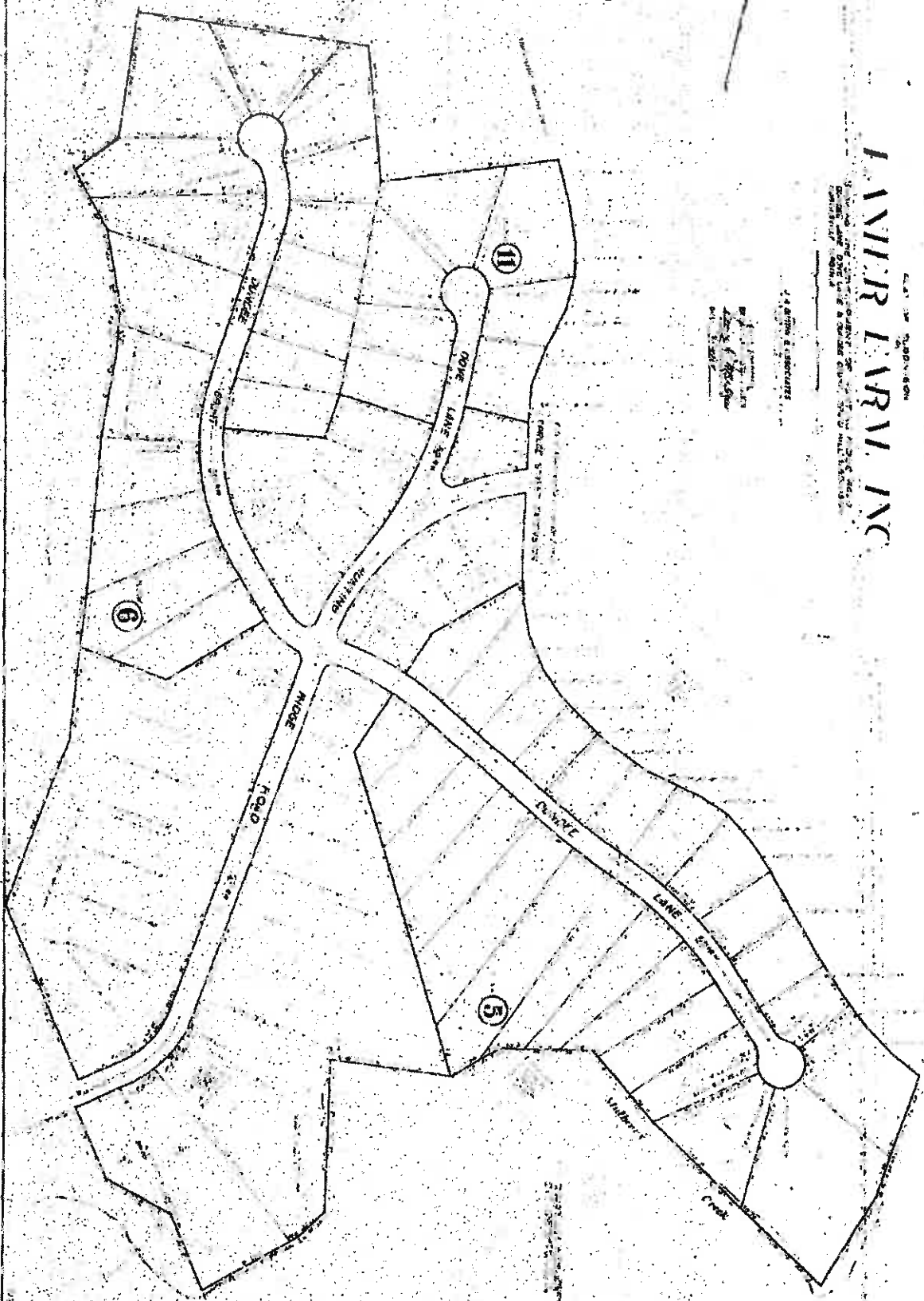
BOOK 172 PAGE 624

Peggy J. Young
Notary Public for the City of
Martinsville, Virginia, this instrument is certified to record
at 8:45 a.m. on May 15,
1987 and with the certificate of
acknowledgment thereto annexed. The taxes imposed by
S. 58.1-802 of the Code amounting to \$ 2.00
have been paid. Asbury R. Pritchett, Clerk

LAVER LARV, INC

LAVER LARV, INC
 1000 N. 10th St.
 Suite 100
 Minneapolis, MN 55412
 (612) 338-1000

LAVER LARV, INC
 1000 N. 10th St.
 Suite 100
 Minneapolis, MN 55412
 (612) 338-1000



(10-176)

mailed to
James S. McLean
City of Martinsville
P.O. Box 1031
City 1/16/70

1512

THIS DEED, made this 27th day of November, 1979, by and between
LANIER FARM, INCORPORATED, a corporation duly chartered and existing under the laws of the State
JAMES S. MCLENN
of Virginia, party of the first part, and / part Y of the second part:

WITNESSETH: That for and in consideration of the sum of \$10.00, ~~the sum of \$10.00~~

Cash in hand paid by the party of the second part unto the party of the first part,
and other good and valuable consideration, receipt of all of which is hereby
acknowledged at or before the sealing of this deed.

The party of the first part does grant, bargain, sell and convey, with general warranty of title, unto the
part Y of the second part the following real estate situated in the City of Martinsville, Virginia,
and described as follows:

All those certain lots or parcels of real estate, together with the improvements thereon
and appurtenances thereunto belonging, situated in the City of Martinsville, Virginia,
on the East side of HUNTING RIDGE ROAD, which lots are known and designated as ALL of
LOTS 54 and 55, BLOCK 5 of the David Hills Subdivision of Lanier Farm, Incorporated,
as shown on a Plat of Subdivision Showing the Development of Hunting Ridge Road,
Dundee Lane, Dove Lane, and Dundee Court, prepared by J. A. Gustin & Associates,
CE & LS, dated May 24, 1966, Revised June 26, 1967, and of record in the City of
Martinsville Circuit Court Clerk's Office in Map Book 10 at page 176, to which map
reference is hereinafter for a more particular description of the property herein conveyed.

The property herein conveyed is made subject to any lawful easements of record.

All persons who shall acquire any land described in the sub-division herein referred to shall be taken
and held to agree and covenant with the proprietors of said land, and their assigns and each of them, to conform
to and observe the following restrictions and stipulations as to the use thereof:

The property embraced in the sub-division in question is designated as Sections No. 15 through 48 inclusive,
General Plan, Forest Park, owned by Lanier Farm, Incorporated, and Blocks 5 through 12.

Lanier Farm, Incorporated, its successors and assigns is hereinafter referred to as Proprietor.

"Committee", herein referred to, shall be composed of the Board of Directors of Lanier Farm, Incorporated.

(a) All lots in the Sections and Blocks shall be known and described as Residential lots, except Lots 12, 13, 14, 15
and 16, Block 37 and also Lots 14, and 15, Block 41.

(b) No structure shall be erected, altered, placed or permitted to remain on any residential building lot
other than one detached single family residence. Dwellings are not to exceed two and one-half stories in height.
However, Apartment Buildings may be erected on corner lots with the written permission of the Committee.

(c) No building shall be erected, placed or altered on any building plot in this sub-division until the
external design and location thereof have been approved in writing by the Committee, provided however, that no
dwelling house or any other buildings shall be erected on said property except in accordance with plans and
specifications approved by the Committee in writing, nor shall any construction work thereon be begun until
the plans and specifications for same shall have first been so approved.

(d) No house or portion thereof shall be erected closer to the property line adjoining the front street than forty-five (45) feet, without permission of the Committee, nor nearer the side property lines than seven and one-half (7½) feet, nor nearer side street where the lot is a corner lot, than twenty (20) feet, and no garage or other building shall be erected closer to the front street than seventy-five (75) feet, nor nearer side street where the lot is a corner lot than twenty (20) feet, except as the garage or outbuilding is designed as an integral part of the house and as such subject to the same restrictions applying to the house locations. Any residence built on the property must face the street in front of the lot on which it is built. These restrictions are subject to reasonable change by the Committee.

(e) No noxious or offensive trade, condition or activity, in the judgement of the Committee, shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No persons of any race other than the caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the Section covered by these restrictions, shall be used as a residence temporarily or permanently.

(h) No dwelling shall be permitted on any lot at a cost of less than \$5000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and the purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 400 square feet for a dwelling of more than one story.

(i) The Proprietor reserves to itself, its successors and assigns, a five foot right-of-way along the front line of each lot, and along the side street line where the lot is a corner lot, for the purpose of street construction and maintenance. The Proprietor, also, reserves to itself, its successors and assigns, and to independent contractors that may be employed by it, and to parties to whom it may grant franchises, rights-of-way in, under, over, and upon the strips of land indicated as reservations or easements on the recorded plats, and, in the absence of such stated reservations or easements, rights-of-way in, under, over and upon the rear five feet of each lot and along the side line of each lot where necessary, said rights-of-way to be for the purpose of installation, repair, and maintenance of storm drainage, sewerage, water, electric power, telephone, or other utility systems.

(j) All of the restrictions as herein set forth shall be binding upon the owners of any part of this land and their respective heirs, successors and assigns, for a period of fifteen (15) years from August 1st, 1949, and shall be continued automatically thereafter for periods of ten (10) years each, unless at least two (2) years prior to the expiration of the first fifteen (15) year period or any subsequent ten (10) year period the owners of a majority of the net acreage of the land hereby restricted, exclusive of the streets and parks shall execute and acknowledge an agreement or agreements in writing releasing the land from any or all of the above restrictions as to all of the land hereby restricted and file the same for record in the Office of the Clerk of the Circuit Court of the City of Martinsville, Virginia, but no such release agreement shall abrogate the provisions of paragraphs (i) and (o) hereof.

(k) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person, firm or corporation owning any real property situated in said development or subdivision hereby intended to be restricted to prosecute at law or in equity the person, firm or corporation violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation. If any purchaser of any lot herein, or his heirs or assigns shall violate or attempt to violate any of the covenants herein contained, then such violator shall pay to the Proprietor, or its assigns, the sum of Fifteen Hundred (\$1500.00) Dollars in liquidated damages for the violation of such covenant or restriction, or at the option of Proprietor be subject to legal action to restrain such Violation.

(l) Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(m) No purchaser of any lot herein whether he owns by purchase, inheritance or otherwise, shall re-subdivide any part of any lot above described by sale or otherwise except with the written permission of the Committee.

(n) The Proprietor may at any time prohibit the construction or maintenance of billboards or advertising boards or structures exceeding two (2) feet at its greatest dimension on any of the land included in this plat.

(o) The Proprietor, its successors and assigns shall have the right to change, alter, or close up any streets, drives, avenues, road, lanes or ways, or any reservations, shown upon said plat, not adjacent to the lot described above, and not necessary to the full enjoyment of the party of the second part of the above described lot. But nothing herein contained is to be construed as in any way obligating Proprietor to improve or maintain any street or avenue, or construct and maintain any sewer line, water line or electric line to and from the property herein conveyed, and if such improvements or any of them, are voluntarily made by Proprietor, then it is expressly understood and agreed that this action on the part of Proprietor shall not in any way be construed as requiring said Proprietor to maintain or keep same in repair. It being definitely understood that Proprietor is not obligated to make or maintain any improvements not specifically set out herein.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(g) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

(r) The Proprietor may, by appropriate agreement, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it, and such assigns or grantees shall therefrom have the same rights, reservations and privileges as are herein given and assumed by the Proprietor, the Proprietor being released therefrom and from all further liabilities.

(s) Proprietor reserves the right to amend, increase, eliminate, terminate or otherwise change any or all of the covenants or restrictions hereinbefore set out as to all of the property described or as to any section described, provided, however, that Proprietor shall not have the right to change the restrictions as to any section in which a lot or lots have been sold without the express written concurrence of all the owners of the said lots in said section. Provided further that any change made in said restrictions as to one or more sections shall not effect the restrictions as to any other section or sections set out.

In the event changes are made by Proprietor in said restrictions then said changes shall be set out in writing and duly recorded in the proper office of the Clerk of the Court.

IN WITNESS WHEREOF, Lanier Farm, Incorporated, has caused its name to be signed hereto by

Jackson C. Dodge

its President, and its corporate seal hereunto affixed and

attested by Sharon O. Lawrence, its Secretary, this the day and year first above written.

LANIER FARM, INCORPORATED

By Jackson C. Dodge
President

Sharon O. Lawrence
Secretary

CITY OF MARTINSVILLE, TO-WIT:
STATE OF VIRGINIA

The foregoing instrument was acknowledged this 27th day of November, 19 79, by

Jackson C. Dodge

and

Sharon O. Lawrence

, as

President

and

Ass't. Secretary

respectively, of LANIER FARM, INC.

My term of office expires March 10, 1981

Given under my hand this 27th day of November, 19 79

Jane S. McKaughy
Notary Public

In the Clerk's Office of the Circuit Court for the City of Martinsville, Virginia,
One instrument is admitted to record at 4.45 o'clock P.M.
Dec-3-1979 and with the certificate of acknowledgment thereto annexed.
The taxes imposed by S. 58-54.1 of the Co. amounting to \$24.00
have been paid.

Jane O. Cliff Clerk

Lanier Farm, Incorporated

To: Covenants #43

Forest Park

PROTECTIVE COVENANTS APPLICABLE TO FOREST PARK SUBDIVISION. SECOND DIVISION AS HEREINAFTER DESIGNATED, LOCATED IN BOTH THE CITY OF MARTINSVILLE AND HENRY COUNTY, VIRGINIA

LANIER FARM, INCORPORATED, IT SUCCESSORS AND ASSIGNS, HEREINAFTER CALLED PROPRIETOR, COMMITTEE, HEREINAFTER REFERRED TO, SHALL BE COMPOSED OF THE BOARD OF DIRECTORS OF LANIER FARM, INCORPORATED.

The property hereby restricted and made subject to the restrictions hereinafter set out are declared to be: Section Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, and Lot Nos. 17 through 31 inclusive of Section No. 37, shown on the General Plan of Forest Park, owned by Lanier Farm, Incorporated.

All persons who shall acquire any land described in the plat herein referred to shall be taken and held to agree and covenant with the proprietor of said land, to conform to and observe the following minimum restrictions and stipulations as to the use thereof.

(a) All lots in the Sections shall be known and described as Residential lots.

(b) No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence. Dwellings are not to exceed two and one-half stories in height. However, apartment buildings may be erected on corner lots, with the written consent of the Committee.

(c) No building shall be erected, placed, or altered on any building plot in this sub-division until the external design and location thereof have been approved in writing by the Committee, provided, however, that no dwelling house or any other buildings shall be erected on said property except in accordance with plans and specifications approved by the Committee in writing, nor shall any construction work thereon be begun until the plans and specifications for same shall have first been so approved.

(d) No house or portion thereof shall be erected closer to the property line adjoining the front street than forty-five (45) feet, without permission of the Committee, nor nearer the side property lines than seven and one-half (7½) feet, nor nearer side street where the lot is a corner lot, than twenty (20) feet, and no garage or other building shall be erected closer to the front street than seventy-five (75) feet, nor nearer side street where the lot is a corner lot than twenty (20) feet, except as the garage or outbuilding is designed as an integral part of the house and as such subject to the same restrictions applying to house locations. Any residence built on the property must face the street in front of the lot on which it is built. These restrictions are subject to reasonable change by the Committee.

(e) No noxious, or offensive trade, condition or activity in the judgment of the Committee shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No persons of any race other than the caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(g) No trailer, basement, tent, shack, garage, barn, or other outbuilding

(18-392)

9PGCX

erected in the Section covered by these restrictions, shall be used as a residence temporarily or permanently.

(h) No dwelling shall be permitted on any lot at a cost of less than Five Thousand Dollars (\$5,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and the purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 400 square feet for a dwelling of more than one-story.

(i) The Proprietor reserves to itself, its successors and assigns, a five foot right-of-way along the front line of each lot, and along the side street line where the lot is a corner lot, for the purpose of street construction and maintenance. The proprietor, also reserves to itself, its successors and assigns, and to independent contractors that may be employed by it, and to parties to whom it may grant franchises, rights-of-way in, under, over, and upon the strips of land indicated as reservations or easements on the recorded plats, and, in the absence of such stated reservations or easements, rights-of-way in, under, over, and upon the rear five feet of each lot and along the side line of each lot where necessary; said rights-of-way to be for the purpose of installation, repair, and maintenance of storm drainage, sewerage, water, electric power, telephone, or other utility systems.

(j) All of the restrictions as herein set forth shall be binding upon the owners of any part of this land and their respective heirs, successors and assigns, for a period of fifteen (15) years from August 1st, 1949, and shall be continued automatically thereafter for periods of ten (10) years each, unless at least two (2) years prior to the expiration of the first fifteen (15) year period or any subsequent ten (10) year period the owners of a majority of the net acreage of the land hereby restricted, exclusive of the streets and parks shall execute and acknowledge an agreement or agreements in writing releasing the land from any or all of the above restrictions as to all of the land hereby restricted, and file the same for record in the Office of the Clerk of the Circuit Court of _____, Virginia, but no such release agreement shall abrogate the provisions of paragraphs (i) and (o) hereof.

(k) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person, firm or corporation owning any real property situated in said development or sub-division hereby intended to be restricted to prosecute at law or in equity the person, firm or corporation violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation. If any purchaser of any lot herein or his heirs or assigns shall violate or attempt to violate any of the covenants herein contained, then such violator shall pay to proprietor, or its assigns, the sum of Fifteen Hundred Dollars (\$1500.00) in liquidated damage for the violation of such covenant or restriction, or at the option of proprietor be subject to legal action to restrain such violation.

(18-393)

(l) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(m) No purchaser of any lot herein whether he owns by purchase, inheritance or otherwise, shall re-subdivide any part of any lot above described by sale or otherwise, except with the written permission of the Committee.

(n) The proprietor may at any time prohibit the construction or maintenance of billboards or advertising boards or structures exceeding two (2) feet at its greatest dimension on any of the land included in this plat.

(o) The proprietor, its successors and assigns, shall have the right to change, alter, or close up any streets, drives, avenues, roads, lanes or ways, or any reservations, shown upon said plat, not adjacent to the lot described above, and not necessary to the full enjoyment of the party of the second part of the above described lot. But nothing herein contained is to be construed as in any way obligating proprietor to improve or maintain any street or avenue, or construct and maintain any sewer line, water line or electric line to and from the property herein conveyed and if such improvements or any of them, are voluntarily made by proprietor, then it is expressly understood and agreed that this action on the part of proprietor shall not in any way be construed as requiring said proprietor to maintain or keep same in repair. It being definitely understood that proprietor is not obligated to make or maintain any improvements not specifically set out herein.

(p) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(q) No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any street than the minimum building setback line except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

(r) The proprietor may, by appropriate agreement, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it, and such assigns or grantees shall thereafter have the same rights, reservations and privileges as are herein given to and assumed by the proprietor, the proprietor being released therefrom and from all further liabilities.

(s) Proprietor reserves the right to amend, increase, decrease, eliminate, terminate or otherwise change any or all of the covenants or restrictions herein, before set out as to all of the property described or as to any section described provided, however, that proprietor shall not have the right to change the restrictions as to any section in which a lot or lots have been sold without

(18-394)

9PGCX

the express written concurrence of all the owners of the lots in said Section. Provided further that any change made in said restrictions as to one or more sections shall not affect the restrictions as to any other section or sections herein set out.

In the event changes are made by proprietor in said restrictions then said changes shall be set out in writing and duly recorded in the proper office of the Clerk of the Court.

IN WITNESS WHEREOF, Lanier Farm, Incorporated has caused its name to be signed hereto by Rives S. Brown, its Vice President, and its Corporate seal to be hereto affixed and attested by Bertha W. Burge, its Assistant Secretary, this the 12th day of January, 1950.

ATTEST:
Bertha W. Burge
Assistant Secretary



LANIER FARM, INCORPORATED

By Rives S. Brown
Vice President

STATE OF VIRGINIA

CITY OF MARTINSVILLE, to-wit:

I, Thomas S. Dallas, a Notary Public for the City in the State aforesaid, do hereby certify that Rives S. Brown, whose name as Vice-President of Lanier Farm, Incorporated, is signed to the writing above dated January 12, 1950, has this day appeared before me, in my said City and acknowledged the same on behalf of said Corporation and made oath that the seal has been affixed by due authority.

My Commission expires on the 10 day of February, 1950.

Given under my hand this 17 day of January, 1950.

Thomas S. Dallas, Notary Public

VIRGINIA:

In City of Martinsville Circuit Court, Clerk's Office January 17, 1950. These Covenants were this day received in this office, and upon the annexed certificate of acknowledgment admitted to record at 5:00 o'clock P. M.

Tests:

John D. Bluff

Clerk.

Verified

1-25-1950

*Witnessed by P. Melton
Dewey P. Melton
J. S. Ford
1-25-50*

Dewey P. Melton et al *K. H. Ford Public*

From: Deed #44

T. M. Ford et ux

THIS DEED, Made this 16th day of January, 1950, by and between T. M. Ford and Dorothy E. Ford, husband and wife, parties of the first part, and Dewey P. Melton and Jessie P. Melton, parties of the second part:

WITNESSETH: That for and in consideration of the sum of Seven Thousand Seven Hundred Fifty (\$7,750.00) Dollars, One Thousand Five Hundred (\$1,500.00) Dollars of which is cash in hand paid by the parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged, the balance to be secured by deed of trust on the herein conveyed property dated coterminously herewith, the parties of the first part do hereby bargain, sell, grant and convey, in fee simple with general warranty of title, unto the said Dewey P. Melton and Jessie P. Melton, all that certain lot or parcel of land, with all improvements thereon and appurtenances thereunto belonging, situated, lying and being



Fidelity National Title
Insurance Company

**FIDELITY NATIONAL TITLE INSURANCE
COMPANY**

Attn: Claims Department
P.O. Box 45023, Jacksonville, Florida 32232-5023

Limited

**LOAN POLICY
SCHEDULE A**

FILE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	POLICY NUMBER
PH 21140	12/28/2010 @ 3:01 P. M.	\$99,500.00	82307-83113422
ADDRESS REFERENCE:	907 Hunting Ridge Road Martinsville, Virginia 24112		
LOAN NUMBER:	6923148173		

1. Name of Insured:

Branch Banking and Trust Company, those successors and assigns included in the definition of "insured" as contained herein.

2. The estate or interest in the land which is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Theofilos G. Balabanis

4. The Insured Mortgage and its assignments, if any, are described as follows:

n/a Deed of Trust from Theofilos G. Balabanis to John K. Myers, Trustee(s), dated 12/28/2010 and recorded 12/28/2010 at 3:01 P. M. in the Clerk's Office of the Circuit Court for the City of Martinsville, Virginia (as Instrument No. LR1001293), to secure \$99,500.00. *pd ✓*

5. The Land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof.

6. This policy incorporates by reference those ALTA endorsements selected below:

- ☐ 4-06 ☐ 4.1-06 (Condominium)
- ☐ 5-06 ☐ 5.1-06 (Planned Unit Development)
- ☐ 6-06 (Variable Rate)
- ☐ 6.2-06 (Variable Rate—Negative Amortization)
- ☒ 8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state statute(s): None
- ☐ 9.3-06 (Restrictions, Encroachments, Minerals)
- ☐ 13.1-06 (Leasehold Loan)
- ☐ 14.1-06-VA (Future Advance-Notice)
- ☐ 14.3-06 (Future Advance-Reverse Mortgage)
- ☐ 22-06 (Location) The type of improvement is a , and the street address is as shown above.

Countersigned:

Patrick K. Henry

Authorized Officer or Agent
Patrick Henry Agency, Inc.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
LOAN POLICY
SCHEDULE B – PART I**

FILE NUMBER
PH 21140

POLICY NUMBER
82307-83113422

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Those taxes becoming due and payable subsequent to the date of the policy.
2. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed Book 18, Page 391, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

This policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.

3. The following matters as shown on Plat of Survey prepared by Terry A. Waller, dated November 16, 2010:
 - a) 10-foot drainage easement located across the southerly portion of insured premises.
 - b) 10-foot sanitary sewer easement located across the easterly portion of insured premises.
 - c) Canturylink's pedestal located on the southwesterly property corner.
 - d) 18-inch corrugated metal pipe located on the southwesterly property corner.
4. Rights of tenants or parties in possession.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
LOAN POLICY
SCHEDULE B – PART II**

FILE NUMBER
PH 21140

POLICY NUMBER
82307-83113422

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

FIDELITY NATIONAL TITLE INSURANCE COMPANY
LOAN POLICY
Schedule A – Legal Description

FILE NUMBER
PH 21140

POLICY NUMBER
82307-83113422

All of that certain lot or parcel of land, together with the improvements thereon located, lying on the East side of Hunting Ridge Road in the City of Martinsville, Virginia, and being known and designated as Lot 56, Block 5 of the Druid Hills Subdivision of Lanier Farms, Incorporated, as shown on a Plat of Subdivision for Lanier Farm, Incorporated, Showing the Development of Hunting Ridge Road, Dundee Lane, Dove Lane and Dundee Court, prepared by J. A. Gustin and Associates, C. E. & L.S., Dated May 24, 1966, Revised June 26, 1967, and of record in the City of Martinsville Circuit Court Clerk's Office in Map Book 10, at Page 176. See Plat of Survey for Theofilos G. Balabanis, prepared by Terry A. Waller, L.L.S., dated November 16, 2010, which plat is recorded in the Martinsville Circuit Court Clerk's Office.

907 Hot Hunting Ridge Rd.
Martinsville, VA

Date Searched 6-21-22

By LT

Page 1

Searched For FNF

I. CHAIN OF TITLE

Grantee Ruby G. Balabanis

(Estate conveyed)

202200055

P

from: DEED OF ASSUMPTION-DEED-WILL

Book

Grantor Theofilos G. Balabanis dec 2-4-22 *Less than 1 year

Date Written 3-6-19 Consideration _____, Warranties _____

Date Recorded 2-24-22 Acknowledged? 3-6-19

Property Conveyed: ③ all interest in residence including
all adjoining lands

Source: 172-623

II. ADVERSE CONVEYANCES

2-24-22 to 6-14-22

Deed 172-623

D 5-1-87

A 5-15-87

R 5-15-87

C 100 GEC

Hot 55-Blocks

Map 10-176

G Theofilos G. Balabanis himme sole

135-263

G James & Sharon McGinnis

Rest (18-391) *

5-1-87 to 6-14-22

Deed 135-263 * Rest

D 11-27-79

A 11-27-79

R 12-3-79

C 10 Gen

lots 54+55 Blocks

G James S. McGinnis

G Lanier Farm Inc

11-27-79 to 5-15-87

135-266 DT Pd. 4-13-87 ✓

171-1 Deed 2-26-87 Hot 54 Less Not our prop ✓

172-623 Deed 5-15-87 Deed out ✓

III. TAXES

000439100
73(02)05/55

IV. U. C. C.
(Since 1966)

V. JUDGEMENTS



WF202200055

LAST WILL AND TESTAMENT

OF

THEOFILOS G. BALABANIS

I, Theofilos G. Balabanis, of Martinsville, Virginia, make this my will. I revoke any other wills or amendments to wills made by me. I am married to Ruby G. Balabanis ("my wife"). References to "my children" are limited to Georgeanna Lee B. Butler, Elizabeth Ann B. Murphy, Chris S. Rorrer, and Rebecca Katherine B. Yow.

ARTICLE I

Distribution of My Estate

A. I may have left a memorandum indicating my wishes as to the disposition of certain items of my tangible personal property, and I direct my Executor to abide by this expression of my wishes.

B. I give the remainder of my tangible personal property to my wife, if she survives me. If my wife does not survive me, I give my tangible personal property to my children, provided, however, that my Executor may sell any articles of my tangible personal property that my Executor deems inappropriate for distribution in kind and add the proceeds to the residue of my estate. The term "tangible personal property" does not include money or stock certificates or other evidences of intangible rights or interests, nor does it include property that, in my Executor's opinion, is held by me for business or investment purposes.

* C. I give to my wife if she survives me all my interest in the residence that serves as my principal home at my death, including all adjoining lands and any related casualty insurance.

* D. I give the residue of my real and personal estate to the Trustee of the Theofilos G. Balabanis Trust Fund under a trust agreement made by me dated October 3, 2014, as subsequently amended and restated, with myself and Landon J. Catron together as Trustee, as an addition to the trust under its terms in effect at my death.

ARTICLE II

Payment of Debts and Other Charges

I direct my Executor to pay my judicially enforceable debts and my funeral and burial expenses (including the cost of a monument or marker over my grave). My Executor shall not

Initialed for Identification


TGB

seek contribution from my wife on our joint debts. Notwithstanding these provisions, my Executor shall have sole discretion to choose not to pay any secured debt. The estate, inheritance and similar taxes assessable on my death (including taxes on assets not passing under this will) shall also be paid as a cost of administering my estate, and my Executor shall not request any beneficiary to pay any part of such tax.

ARTICLE III

Executor

* A. I name Landon J. Catron; he shall have authority to name a successor. Should he fail or cease to act, I name my wife. Should all fail or cease to act, I name American National Bank and Trust Company. I request that no security be required of any Executor named herein. References in my will to my "Executor" are to the one acting at the time.

B. In addition to the powers granted by law, I grant my Executor the powers set forth in §64.2-105 of the Code of Virginia, and I incorporate that Code section in my will by this reference. My Executor may distribute tangible personal property passing to a minor to any adult person with whom the minor resides, and that person's receipt shall be a sufficient voucher in my Executor's accounts.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to my will on the 6th day of March, 2019.



Theofilos G. Balabanis

(SEAL)

Signed and acknowledged by Theofilos G. Balabanis, being of sound mind, as and for his last will and testament, in the presence of us, who, in his presence and at his request, and in the presence of each other, have hereunto subscribed our names as witnesses on this 6th day of March, 2019.



Witness



Witness

STATE OF VIRGINIA)
) to-wit:
CITY OF ROANOKE)

Before me, the undersigned Notary Public, on this day personally appeared Theofilos G. Balabanis, Charles E. Troland, Jr. and Landon J. Catron, known to me to be the Testator and witnesses, respectively, whose names are signed to the foregoing instrument and, all of these persons being by me first duly sworn, Theofilos G. Balabanis, the Testator, declared to me and to the witnesses in my presence that said instrument is his last will and testament and that he had willingly signed and executed it in the presence of said witnesses as Testator's free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing will was executed and acknowledged by the Testator as his last will and testament in the presence of said witnesses who, in Testator's presence and at Testator's request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said will, and that the Testator, at the time of the execution of said will, was over the age of eighteen (18) years and of sound and disposing mind and memory.



Theofilos G. Balabanis

Charles E. Troland, Jr.
Witness

Landon J. Catron
Witness

Subscribed, sworn to and acknowledged before me by Theofilos G. Balabanis, the Testator, and subscribed and sworn to before me by Charles E. Troland, Jr. and Landon J. Catron, the witnesses, this the 6th day of March, 2019.

Shannon Lee Honaker
Notary Public
Registration No. 7592417

My Commission expires: 11/30/2022

VIRGINIA
IN THE CLERK'S OFFICE OF
MARTINSVILLE CIRCUIT COURT
FEBRUARY 24, 2022 AT 02:42 PM
WILLS/FIDUCIARY
INSTRUMENT #202200055 WAS RECORDED
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERE TO ANNEXED, ADMITTED TO RECORD,
THE FEE AND TAX OF \$7168.47 IMPOSED
BY LAW HAVE BEEN PAID (RCPT 22000000785)
TESTE: ASHBY R. PRITCHETT, CLERK

RECORDED BY: ERH

City of Martinsville Parcel Nos

000865700

000025000

000439100

000132200

000833800

000213500

000717300

000726700

000336200

000500500

000204800

000128700

000332900

000118500

000875100

000050800

County of Henry Parcel Nos:

53.1(004)000 /005C

28.9(076)002 /005 ,6

16.5(002)000 /083

16.5(037)001 /025

16.5(037)001 /039 ,44,45

16.5(037)001 /040 ,41

16.5(037)001 /063

10.4(000)000 /002

10.4(000)000 /003A

10.4(000)000 /005

21.8(005)000 /001

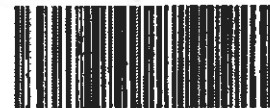
21.8(005)000 /002

21.8(005)000 /003

21.8(005)000 /004

21.8(005)000 /005

21.8(005)000 /006
33.1(000)000 /002J
45.7(000)000 /009K
14.5(003)000 /007
15.4(004)000D/000B
15.4(004)000D/021
,22,29A,30
41.2(005)000M/015
41.2(013)000H/043
29.9(000)000 /087A
39.1(000)000 /044
52.5(037)000 /003A
41.2(000)000 /019B



WF202200057

VIRGINIA: IN THE CIRCUIT COURT OF MARTINSVILLE

COURT FILE NO. 22-016

IN RE: THEOFILOS G. BALABANIS, Deceased

PROBATE OF WILL AND
QUALIFICATION OF EXECUTOR

A paper writing purporting to be the Last Will and Testament of Theofilos G. Balabanis, deceased, was this day presented to the Clerk by Charles E. Troland Jr, the proponent of the writing, and offered for probate.


It appearing that the decedent resided at 907 Hunting Ridge Road Martinsville VA 24112, in the City of Martinsville, Virginia, within the jurisdiction of this Court, and died on February 4, 2022; and the paper writing dated March 6, 2019, consisting of three (3) typewritten pages, having been executed and witnessed as provided by Sec. 64.2-452 or 64.2-453, Code of Virginia, it is ESTABLISHED and ADJUDGED to be the true Last Will and Testament of Theofilos G. Balabanis, deceased, and is ORDERED to be recorded as such.

Landon J. Catron, nominated in said Will as Executor, declined the nomination and named as successor executor the law firm of Glenn, Feldman, Darby & Goodlatte, under paragraph A of Article III of said Will.

Thereupon Charles E. Troland, Jr., a principal of Glenn, Feldman, Darby and Goodlatte, of Roanoke Virginia, asked permission to qualify as Executor and such permission was GRANTED. Charles E. Troland Jr. made oath as the law directs and entered into and acknowledged before the Clerk a bond in the penalty of \$11,000,000.00, without surety, the Will requesting that none be required. This bond, being payable and conditioned according to law, is ORDERED to be recorded.

Certificate is GRANTED the Executor for obtaining a probate of the Will of Theofilos G. Balabanis, deceased, in due form.

The statement of responsibilities required by Sec. 64.2-507, Code of Virginia, and the written notice of probate and the affidavit referred to in Sec. 64.2-508, Code of Virginia, were given to the Executor.


Clerk
February 24, 2022

LIST OF HEIRS

COMMONWEALTH OF VIRGINIA VA. CODE § 64.2-509

Court File No.: **22-016**

Martinsville Circuit Court

Theofilos G. Balabanis
NAME OF DECEDENTFebruary 4, 2022
DATE OF DEATH

I/We, the undersigned, hereby state under oath that the following are all of the heirs of the Decedent:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
Ruby Balabanis	1312 Root Trail Martinsville, VA 24112	Wife	66
Georgeanna Lee Butler	100 Pinewood Road Unit 122 Virginia Beach, VA 23451	Daughter	49
Elizabeth Ann Murphy	1141 S Birdneck Road Virginia Beach, VA 23451	Daughter	53
Rebecca Katherine Yow	700 Corn Tassel Trail Martinsville, VA 24112	Daughter	27

[] This LIST OF HEIRS is filed in addition to the LIST OF HEIRS previously filed with this Court on
DATE

I/we am/are (please check one):

- ☐ Proponent(s) of the will (no qualification)
- ☒ Personal representative(s) of the decedent's estate
- ☐ Heir-at-law of intestate decedent (no qualification within 30 days following death)

Given under my/our hand this twenty fourth day of February, 2022
DATECharles E. Troland JrOn Behalf of Glen Feldmann Darby & Goodlatte

State of Virginia

City/County of Martinsville, to-wit:

Subscribed and sworn to before me this twenty fourth day of February, 2022 by Charles E. Troland Jr.



WF202200061

(X) Charles E. Troland Jr
SIGNATURE OF SUBSCRIBER

[] CLERK [x] DEPUTY CLERK [] NOTARY PUBLIC

My commission expires

Registration No.

VIRGINIA: In the Clerk's Office of the Martinsville Circuit Court this twenty fourth day of February, 2022
the foregoing LIST OF HEIRS was filed and admitted to record.IN THE CLERK'S OFFICE OF
MARTINSVILLE CIRCUIT COURT
FEBRUARY 24, 2022 AT 02:42 PM
WILLS/FIDUCIARYTeste: Ashby R. Pritchett
CLERKby: ER HAN, Deputy ClerkINSTRUMENT #202200055 WAS RECORDED
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERETO ANNEXED, ADMITTED TO RECORD.
THE FEE AND TAX OF \$7168.47 IMPOSED
BY LAW HAVE BEEN PAID (RCPT 22000000785)
TESTE: ASHBY R. PRITCHETT, CLERK

RECORDED BY: ERH