

6-13-2019

Lease

Re of Matt Jones
and me
Steve Lancaster

Donna

ATTN

53 Myrtle Lane

CROSSING MOBILE PARK
Nancy Silvers
4586 NC 55 W
Angier, N. C. 27501
9196392250

Lease Agreement

I. Parties

This lease made and entered into this 13 day of June, 2019 by and between Nancy Silvers, owner of Crossing Mobile, (Hereinafter called Landlord) and Crossing Mobile Park STEVE LANCASTER, Party of the second part (hereinafter called Tenant), both of Harnett County, North Carolina.

II. Grant Witnesseth

That subject to the terms and conditions hereinafter set forth, said party of the first part (Landlord) doth hereby let and lease unto said party of the second part (Tenant) that certain area of land known as Lot number 13 of Crossing Mobile Park.

Rent is to be mailed to: **Nancy Silvers**
P.O. Box 1551
Angier, N. C. 27501

III. Terms and Conditions

- (1) That Landlord will not permit Tenant to install any type of fencing whatsoever around the above numbered lot.
- (2) That portable buildings may be located on the above-numbered lot by the Tenant only upon the Tenant obtaining prior permission in writing from the Landlord as to the size and type of material acceptable.
- (3) Tenant shall have no right to the use or enjoyment of any area including the pond located behind the mobile park.
- (4) That the Landlord will provide necessary outside trash cans for pick up and removal by the Landlord at certain times, with the trash cans allowed outside of any manufactured home being only those provided by the park. Trash is picked up Early Friday a.m.
- (5) That the Landlord will provide sewer. Water will be provided by Harnett County, with the Tenant paying a deposit to the Harnett County Public Utilities, Lillington, N. C.
- (6) That no pets of any kind shall be allowed outside at Crossing Mobile Park without your accompaniment.

- (7) That the Landlord reserves the right to view any manufactured home prior to its coming into the park. The Landlord reserves the right to deny to the Tenant permission to locate any unsuitable manufactured home or porches on any lot in the park. The decision as to whether a manufactured home is suitable shall be solely in the discretion of the Landlord.
- (8) That the Tenant is to behave in a respectable manner without intrusion on his neighbors. This is a quiet community and each Tenant is to respect others' privacy.
- (9) No vehicles or motorcycles will be allowed without valid, operable tags. No vehicles or motorcycles will be allowed that are junked, not in running condition or in any other offensive manner. No motorcycle will be loud or offensive to any neighbor.

Underpinning, specifically vinyl, must be completed within two weeks from the date of moving into the park. **Please park only in the graveled area.**

- (10) Illegal drugs of any form or abusive alcohol drinking will not be tolerated in the community.
- (11) The Tenant must pay a \$12.50 or 5% of the rent late fee after the fifth of the month.
- (12) That the Tenant is to have 1 person(s) residing in the home. These listed will be the only occupants.
- (13) That the Tenant(s) will complete a reference form, credit check and felony convictions form. If any of these are discovered to be false after Tenant has moved into Crossing Mobile Park, Tenant will vacate the premises and lose the deposit.
- (14) That Tenant will provide up-to-date homeowner's liability insurance on manufactured home.
- (15) That Landlord will provide yard cutting, but will not be responsible for **lawn tool debris striking home or vehicles.**
- (16) That Tenant understands that large crowds will not frequent the home and visitors will remain in the home, not having loud music or any form of partying.

IV. TERM

This lease shall begin as of the date hereof and, unless sooner terminated as herein provided, shall exist and continue until the 31 day of July, 2020

V. RENTAL

As rental for said premises, Tenant shall pay to the Landlord, without notice or demand therefore, the sum of \$250 per month, payable on or before the first (1st) of each month.

VI. USE OF PREMISES

If remodeling occurs, Debris and Building material must be hauled off daily. It is expressly agreed that the Leased Premises shall during the term of this lease be used exclusively for residential purposes and not for any commercial or manufacturing operation whatever.

VII. ASSIGNMENT AND SUBLETTING

Tenant shall not assign or sublet any part of the leased property.

VIII. BANKRUPTCY OR INSOLVENCE OF TENANT

It is expressly agreed that if at any time during the term of this lease Tenant should be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Landlord may at his option declare this lease terminated and cancelled and take possession of the said premises.

IX. OPTION BY THE LANDLORD TO TERMINATE LEASE

This lease, however executed and accepted subject to the condition that if Landlord should at any time during the term thereof make a bonafide sale of said premises and the purchaser desire possession, Landlord may terminate and cancel this lease by giving to Tenant thirty (30) days written notice of such sale and termination.

This tenant agrees and understands that no one shall reside at this home other than the people listed on this lease. If any one stays in this home or if the frequency of visits appears to be as that of a living arrangement this mobile home will be removed from Crossing Mobile Park.

X. OPTION TO EXTEND

Provided all installments of rental theretofore due have been paid and Tenant has complied with all rules and regulations and all other conditions of this lease have been properly complied with by him, Tenant may at his option extend lease for an additional term of six months, by giving to Landlord written notice of his intention so to do not later than thirty (30) days prior to the expiration of this lease. In the event of such extension, all of the terms and conditions as herein set out, shall continue in full force and effect except that during such extension, the monthly rental shall be the current rental then charged for all other lots in Crossing Mobile Park at the time of extension of said lease.

XI. FORFEITURE FOR NON-COMPLIANCE

It is expressly agreed that if any monthly installment of rent as herein called for remains overdue and unpaid for ten (10) days, Landlord will declare this lease terminated and cancelled and take possession of the said premises.

If tenant shall violate any of the other provisions of this lease, Landlord, without any other notice or demand, may terminate this lease and require the Tenant to vacate the premises hereby leased, or may enter the premises and expel the Tenant there from, or the Landlord may in lieu of

the above or in conjunction with pursue any other lawful right or remedy incident to the relationship created by this lease.

XII. DEPOSIT

There shall be required from each Tenant in Crossing Mobile Park a deposit in the amount of \$300.00 in advance before locating any manufactured home on the above-numbered lot. Said deposit shall be returned to the Tenant by the Landlord upon the expiration of the lease herein executed, provided, however, that if necessary the Landlord shall be permitted to use the said deposit to cover Tenant's possible nonpayment of the rent, damage to the premises, nonfulfillment of rental period, any unpaid bills, which become a lien against the demised property due to the Tenant's occupancy, costs of re-renting the premises after breach by the Tenant, cost of removal and storage of Tenant's property after a summary ejectment proceeding or court costs in connection with terminating a tenancy.

TESTIMONY

In Testimony whereof, the parties hereto have hereunder set their hands and seals, this the day and year first above written.

Nancy Rose Silvers
Landlord

Stephen W. Jewett
Tenants

Tenants

I, a notary public of Harnett County, North Carolina, do hereby certify that Nancy Silvers and _____ and _____ did personally appear before me this ____ day _____, 2019_ and acknowledge the due execution of the foregoing instrument.

Witness my hand and official Stamp or Seal this ____ day of _____ 2019_.

My Commission expires _____