

LAND LEASE AGREEMENT

PARTIES

This LAND LEASE AGREEMENT ("Agreement") is executed this 9th day of January 2023 ("Effective Date"), by and between **Patrick Testa** ("Lessor"), and **Brandy Babnaw** ("Lessee"). The Lessor and Lesser are individually referred to as "Party" and collectively, as "Parties".

LEASE TERM

The Lessor and Lessee agree to enter into this Agreement for the lease of the land located at 8543 NC 27 W. Lillington NC 27546, hereinafter referred to as the "Site" for the primary purpose of building a home. The lease shall commence on January 9th, 2023 and continue indefinitely.

TERMS AND CONDITIONS

PAYMENT TERM

The Lessee shall pay the Lessor a monthly rent of zero dollars, payable through cash or dated cheque under the Lessor's business bank account name.

SECURITY DEPOSIT

Upon signing this Agreement, the Lessee shall pay the Lessor a security deposit that amounts to zero dollars.

PURPOSE AND USE

The Lessee is hereby permitted by the Lessor to construct, operate, and maintain a home and any future additions or out buildings.

LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any indirect, consequential, incidental, punitive, or exemplary damages. This provision does not constitute a waiver of the rights of the Parties. The Parties shall only be liable to the other in cases of breach of this Agreement.

DISPUTE

In the event of disputes arising from this Agreement, the Parties shall mutually discuss and take action within thirty (30) calendar days. The Parties may terminate this Agreement if the dispute remains unresolved.

SIGNATURE

Brandy Belmont
Add Signature

Patrick A Testa
Add Signature

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: 22R145			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.
1.0 3/98 (TESTA 8543 NC HWY 27 W.PFDV22R145/9)

D. NAME AND ADDRESS OF BORROWER: Patrick A Testa 8543 NC Hwy 27 West Lillington, NC 27546	E. NAME AND ADDRESS OF SELLER: Debra L. Harris and husband, Michael Alan Harris 8543 NC Hwy 27 West Lillington, NC 27546	F. NAME AND ADDRESS OF LENDER: Cash Purchase
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G. PROPERTY LOCATION: 8543 NC Hwy 27 West Lillington, NC 27546 Harnett County, North Carolina	H. SETTLEMENT AGENT: 46-2538439 Kathryn Johnston Tart, PLLC PLACE OF SETTLEMENT 1300 S Main St Lillington, NC 27546	I. SETTLEMENT DATE: December 1, 2022
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J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	65,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,315.10
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes 12/02/22 to 01/01/23	80.78
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	66,395.88
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Due Diligence	1,000.00
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	1,000.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	66,395.88
302. Less Amount Paid By/For Borrower (Line 220)	(1,000.00)
303. CASH (X FROM) (TO) BORROWER	65,395.88

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	65,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	65,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	5,080.00
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508. Due Diligence	1,000.00
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/22 to 12/02/22	902.01
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	6,982.01
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	65,000.00
602. Less Reductions Due Seller (Line 520)	(6,982.01)
603. CASH (X TO) (FROM) SELLER	58,017.99

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.


Borrower Patrick A Testa
 Patrick A Testa

Seller Debra L. Harris
 Debra L. Harris
Michael Alan Harris
 Michael Alan Harris

L. SETTLEMENT CHARGES				PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$	65,000.00 @ 7.0000 %	4,550.00		
<i>Division of Commission (line 700) as Follows:</i>					
701. \$ 1,950.00	to	Casey Realty			
702. \$ 2,600.00	to	EXP Realty			
703. Commission Paid at Settlement					4,550.00
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	1.0000 %	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@ \$	/day (days %)		
902. MIP Totlns. for LifeOfLoan	for	months to			
903. Hazard Insurance Premium for	1.0 years	to			
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City/Town Taxes	months @ \$		per month		
1004. County Taxes	months @ \$		per month		
1005. Assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to	Kathryn Johnston Tart, PLLC		800.00	
1102. Abstract or Title Search	to				
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Seller Document Preparation	to	Kathryn Johnston Tart, PLLC			400.00
1106. Erecord Fees	to	Kathryn Johnston Tart, PLLC		14.00	
1107. Attomey's Fees	to	Kathryn Johnston Tart, PLLC			
<i>(includes above item numbers:)</i>					
1108. Title Insurance	to	Sterling Title Company		180.10	
<i>(includes above item numbers:)</i>					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$				
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	26.00 ; Mortgage \$		Releases \$	26.00	
1202. City/County Tax/Stamps: Deed			; Mortgage		
1203. State Tax/Stamps: Revenue Stamps	130.00; Mortgage				130.00
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Transaction Fee	to	EXP Realty		295.00	
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				1,315.10	5,080.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.


 Kathryn Johnston Tart, PLLC
 Settlement Agent

HUD-1, Page 3

Borrower (s): Patrick A Testa
8543 NC Hwy 27 West
Lillington, NC 27546

Seller(s): Debra L. Harris and husband, Michael Alan
Harris
8543 NC Hwy 27 West
Lillington, NC 27546

Lender: Cash Purchase

Settlement Agent: Kathryn Johnston Tart, PLLC
(910)892-3112

Place of Settlement: 1300 S Main St
Lillington, NC 27546

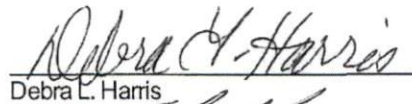
Settlement Date: December 1, 2022

Property Location: 8543 NC Hwy 27 West
Lillington, NC 27546
Hamett County, North Carolina

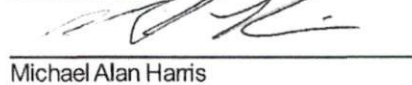
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



Patrick A Testa



Debra L. Harris



Michael Alan Harris

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Matthew S. Willis Register of Deeds

Harnett County, NC

Electronically Recorded

12/01/2022 10:56:00 AM

NC Rev Stamp: \$130.00

Book: 4175 Page: 1157 - 1159 (3) Fee: \$26.00

Instrument Number: 2022114272

HARNETT COUNTY TAX ID #
130517 0014

12-01-2022 BY: TC

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$130.00

Parcel Identifier No. 130517 0014 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Kathryn Johnston Tart, PLLC, 1300 S Main St, Lillington, NC 27546

This instrument was prepared by: Kathryn Johnston Tart, PLLC, 1300 S Main St, Lillington, NC 27546

Brief description for the Index: _____

THIS DEED made this 1st day of December, 2022, by and between

GRANTOR
Debra L. Harris, unmarried, and son,
Michael Alan Harris
8543 NC Hwy 27 West
Lillington, NC 27546

GRANTEE
Patrick A Testa, married
8543 NC Hwy 27 West
Lillington, NC 27546

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Lillington, Upper Little River Township, Harnett County, North Carolina and more particularly described as follows:

See attached Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3786 page 346. All or a portion of the property herein conveyed includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 4014 page 73.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: _____ (Entity Name) Debra L. Harris (SEAL) Print/Type Name: Debra L. Harris

By: _____ Print/Type Name & Title: _____ Michael Alan Harris (SEAL) Print/Type Name: Michael Alan Harris

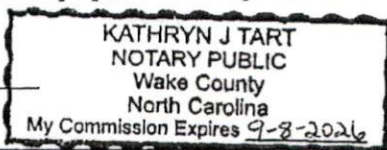
By: _____ Print/Type Name & Title: _____ (SEAL) Print/Type Name: _____

By: _____ Print/Type Name & Title: _____ (SEAL) Print/Type Name: _____

State of North Carolina - County or City of Harnett

I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Debra L. Harris and son, Michael Alan Harris personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 1st day of December, 2022

My Commission Expires: 9-8-2026 (Affix Seal)



Kathryn J Tart Notary Public Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____ (Affix Seal)

Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ (Affix Seal)

Notary's Printed or Typed Name

EXHIBIT A
for
PATRICK A. TESTA

Upper Little River, Harnett County:

BEING 4.120 acres, more or less, located at 8543 NC 27, and known as Parcel Number 13-0517-0014, and described by metes and bounds in Deed Book 2350, Page 920, as shown on that plat recorded in Plat Book, 2014, Page 73, Harnett County Registry, to which reference is made for a greater certainty of description.

Parcel ID: 130517 0014

Address: 8543 NC 27 W, Lillington, NC 27546

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 130.00

Parcel Identifier No. 130517 0014 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Kathryn Johnston Tart, PLLC, 1300 S Main St, Lillington, NC 27546

This instrument was prepared by: Kathryn Johnston Tart, PLLC, 1300 S Main St, Lillington, NC 27546

Brief description for the Index: _____

THIS DEED made this 1ST day of December, 2022, by and between

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Debra L. Harris, unmarried, and son,
Michael Alan Harris
8543 NC Hwy 27 West
Lillington, NC 27546

GRANTEE
Patrick A Testa, married
8543 NC Hwy 27 West
Lillington, NC 27546

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Lillington, Upper Little River Township, Harnett County, North Carolina and more particularly described as follows:

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IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: _____ (Entity Name) Debra L. Harris (SEAL)
Print/Type Name: Debra L. Harris

By: _____
Print/Type Name & Title: _____ Michael Alan Harris (SEAL)
Print/Type Name: Michael Alan Harris

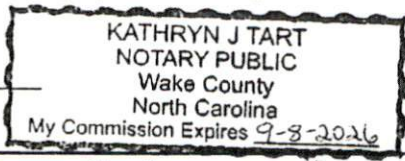
By: _____ (SEAL)
Print/Type Name & Title: _____
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____
Print/Type Name: _____

State of North Carolina - County or City of Harnett

I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Debra L. Harris and son, Michael Alan Harris personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 13th day of December, 2022

My Commission Expires: 9-8-2026
(Affix Seal)



Kathryn J Tart Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

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for
PATRICK A. TESTA

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