

Initial Application Date: 9/10/02

Application # 5761

CITY OF HARNETT LAND USE APPLICATION 03-5-5761

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: HAMILTON GLENN PAUL Mailing Address: 12224 NC 210 SOUTH
City: SPRING LAKE State: NC Zip: 28390 Phone #: 910-497-1238
WK 919-776-5157

APPLICANT: HAMILTON GLENN PAUL Mailing Address: SAME
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: Hwy SR Name: 210 South
Parcel: 0105240078 PIN: 0524-15-3907.000
Zoning: R20m Subdivision: NA Lot #: NA Lot Size: .83 AC
Flood Plain: X Panel: 37085C01550 Watershed: NA Deed Book/Page: 0903/0380 Plat Book/Page: Tax map

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: W 12 mi SOUTH OF LILLINGTON ON
Hwy 210 SOUTH ON RIGHT.

PROPOSED USE:

- Sg. Family Dwelling (Size x) # of Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage _____ Deck _____
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home (Size x) # of Bedrooms _____ Garage _____ Deck _____
- Comments: _____
- Number of persons per household _____
- Business Sq. Ft. Retail Space _____ Type _____
- Industry Sq. Ft. _____ Type _____
- Home Occupation (Size x) # Rooms _____ Use _____
- Accessory Building (Size x) Use _____

Other 24x40 Living area addition 1 Bed Room & 1BR @ 18x28
Water Supply: County Well (No. dwellings _____) Other
Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other

Erosion & Sedimentation Control Plan Required? YES NO
Structures on this tract of land: Single family dwellings _____ Manufactured homes _____ Other (specify) 2 additions

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? YES NO

Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35</u>	<u>130 ± 130</u>	Rear	<u>25 ± 100</u>
Side	<u>10</u>	<u>28 ± 50</u>	Corner	<u>20</u>
Nearest Building	<u>10</u>	<u> </u>		<u> </u>

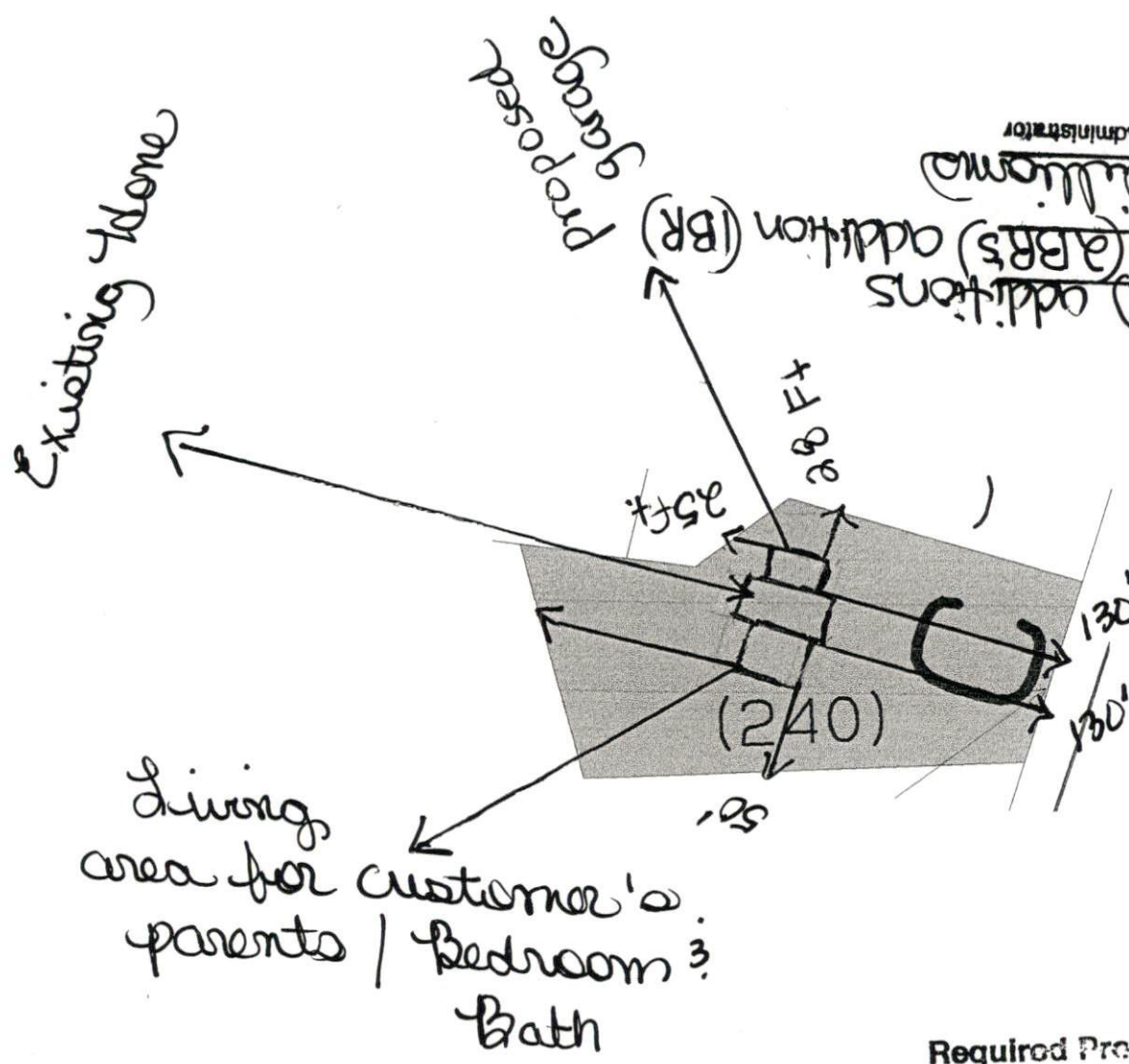
If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Signature of Applicant Glenn Paul Hunt

Date 9-30-02

#666 10-23(S)

This application expires 6 months from the date issued if no permits have been issued



SITE PLAN APPROVAL
 DISTRICT USE (a) additions
 #BEDROOMS Existing (a)BR's addition (BR)
 10-22-02 Williamson
 Zoning Administrator
 Date

Setbacks for Both Additions

	Minimum	Actual
Front	35	130
Side	10	28
Corner	20	25
Rear	25	25
Nearest Building	10	—

0524-15-3907.000

Scale: 1" = 100 ft

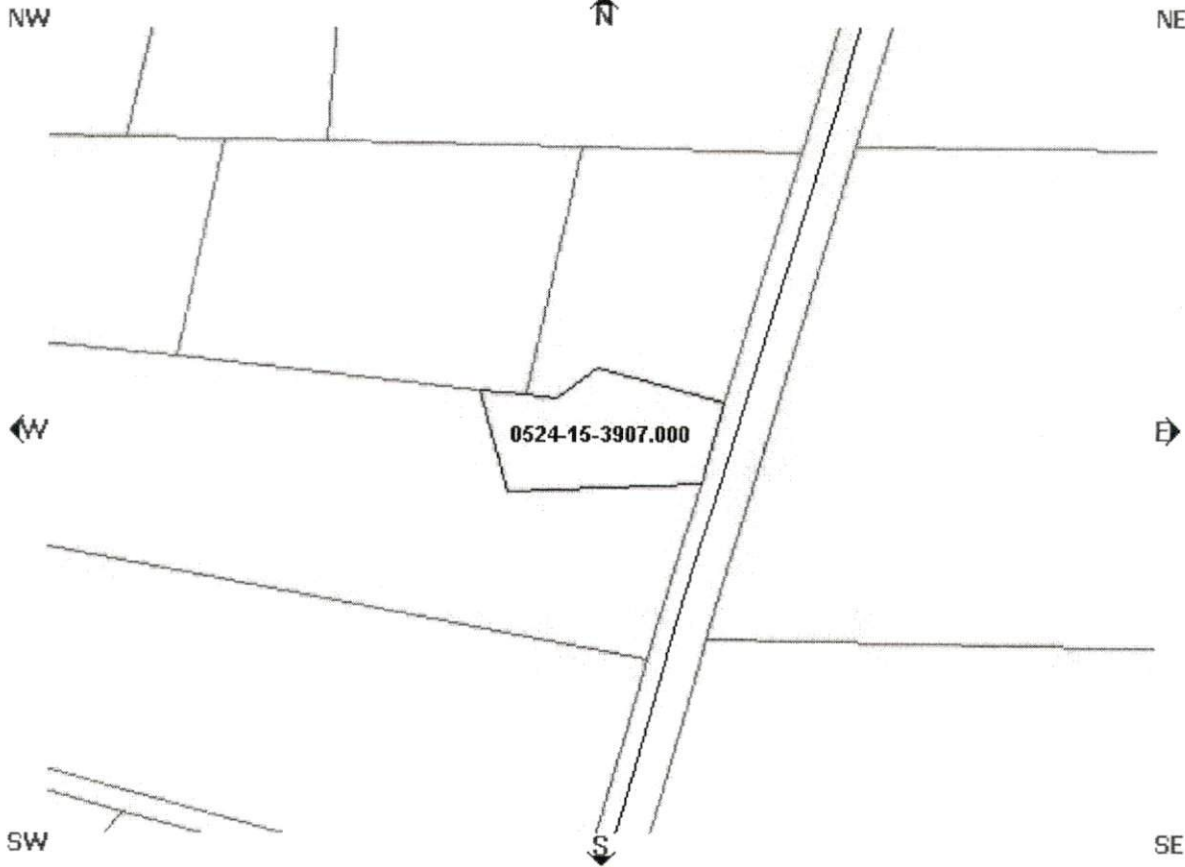
October 22, 2002



Click on the Map to:

ZoomIn
 ZoomOut
 Recenter Map
 Identify: Tax Parcels

Zoom Factor: 2X
 Radius Search (feet) 0



Parcel Data

Find Adjoining Parcels

- Account Number:000103641000
- Owner Name: HAMILTON GLENN PAUL
- Owner/Address 1:
- Owner/Address 2:
- Owner/Address 3: 12224 NC 210
- City, State Zip: SPRING LAKE ,NC 283900000
- Commissioners District: 5
- Voting Precinct: 101
- Census Tract: 101
- Flood Zone: X
- Firm Panel: 37085C0155D

- PIN: 0524-15-3907.000
- Parcel ID: 010524 0078
- Legal 1:.83 ACRE TRACT #2 LEWIS
- Legal 2:LAND
- Property Address:
HWY 210 X
- Assessed Acres: .83AC
- Calculated Acres: .75
- Deed Book/Page: 0903/0380
- Deed Date: 1990/02/13
- Revenue Stamps: \$ 13.00
- Year Built: 1957

Map

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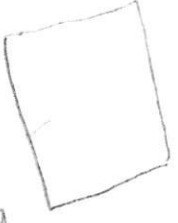
Multi S

Zoning

MAP

This map is pre inventory of rea within this juris compiled from plats, and othe data. Users of notified that the public primary should be cons verification of t contained on th Harnett County software compa legal responsib information con or in this websi

EXISTING
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12/1/14

EXISTING
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235-0560729-8001

SATISFACTION: The debt secured by this Deed of Trust together with the note(s) secured thereby has been satisfied in full.
This the _____ day of _____, 19 _____
Signed: _____

BOOK 903 OF 382-383
FEB 13 4 43 PM '90

CANCELLED
7-14 19 97

Fail after recording to:
Kelly & West

GAYLE P. HOLDER
REGISTER OF DEEDS

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

BY Betty P. Putney
Register of Deeds / Notary / Deputy

Return to

DATE 7-14-97

This instrument prepared by:
Reginald B. Kelly

Recording: Time, Book and Page

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this 13th day of February, 19 90, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
GLENN PAUL HAMILTON	REGINALD B. KELLY PAID AND SATISFIED <u>7/7 19 97</u> Branch Banking & Trust Company By: <u>Betty P. Putney</u> Authorized Signature Betty P. Putney Banking Officer	SOUTHERN NATIONAL BANK OF NORTH CAROLINA, a national banking association FKA SOUTHERN NATIONAL BANK OF NORTH CAROLINA

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

The designation Grantor, Trustee, and Beneficiary 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: The Grantor is indebted to the Beneficiary in the sum of Eleven Thousand Eighty-Three Dollars and 32/100 DOLLARS (\$ 11,083.32) (the "Debt") for money loaned, as evidenced by promissory Note(s) of even date herewith, the terms of which are incorporated herein by reference.

NOW, THEREFORE, as security for the Debt, together with interest thereon, and as security for all renewals, extensions, deferments, amortizations and amortizations thereof, in whole or in part, together with interest thereon whether at the same or different rates, and for a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, granted and conveyed and does by these presents bargain, sell, grant and convey to the Trustee, his heirs, or successors, and assigns, the real property situated in the City of Anderson Creek Township, Harnett County, State of North Carolina, particularly described as follows:

DESCRIPTION SET FORTH HEREINBELOW AND ON SCHEDULE "A", IF ANY, ATTACHED HERETO AND MADE A PART HEREOF

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NORTH CAROLINA
HARNETT COUNTY

The Original of this instrument together with the notes secured thereby, having this day been exhibited to the undersigned marked "FULLY PAID AND SATISFIED" by:
The Branch Banking & Trust Company

\$ 20000 FKA Southern National Bank of NC
By Betty P. Putney
Title Banking Officer

RECEIVED AND CANCELLED
FILED

BOOK 1214 PAGE 508-511

JUL 14 AM 11 37

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

I herewith cancel the same of record under and by virtue of authority contained in G.S. 45-37 (a) (2) of the General Statutes of North Carolina.

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... HAVE AND TO HOLD said real property, including all buildings, improvements and fixtures now or hereafter acquired and appurtenances thereunto belonging, to the Trustee, his heirs, or successors, and assigns forever, upon the trusts and covenants set forth.

The Grantor shall pay the Debt secured hereby in accordance with the terms of the note(s) evidencing the same, and all renewals, extensions and amortizations thereof, in whole or in part, together with interest thereon, and shall comply with all the covenants, terms and conditions of trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default of the covenants, terms, or conditions of the Note(s) secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in the deed of trust, then and in any of such events, if the default is not made good within (15) days, the Note(s) shall, at the option of the Beneficiary, at once become payable without notice, and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public sale for cash, after having first given such notice and advertising as to commencement of foreclosure proceedings and obtaining such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such sale and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the Sale shall, after the Trustee retains his commission, be applied to the costs of sale, the amount due on the Note(s) hereby secured and the balance thereof to the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale otherwise as required by the then existing law relating to foreclosures.

The Grantor shall pay a minimum sum of \$ 250,000, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness or the above stated minimum whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose; one-fourth thereof after such hearing; and the greater of the full commission or minimum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee and with the Beneficiary as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts as may be satisfactory to or required by the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the Note(s) secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver said policies with evidence of premium payment satisfactory to Beneficiary shall be added to the Note(s) secured by this Deed of Trust, and shall be due and payable upon demand by Grantor.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the Note(s), secured by this Deed of Trust, and shall be due and payable upon demand by Grantor.

3. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note(s), this Deed of Trust, and any other instrument that may be securing said Note(s).

4. **WASTE.** The Grantor covenants that he will keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

5. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he 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 he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

6. **CONVEYANCE; ACCELERATION:** If Grantor sells, conveys, transfers, assigns or disposes of the hereinabove-described real property or any part thereof or interest therein, by any means or method, whether voluntary or involuntary, without the written consent of Beneficiary, then at the option of Beneficiary and without notice to Grantor, all sums of money secured hereby, both principal and interest, shall immediately become due and payable and in default, notwithstanding anything herein or in the Note(s) secured hereby to the contrary.

7. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the Note(s), then the holder of the Note(s) may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.

8. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note(s) and secured by this Deed of Trust.

9. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Glenn Paul Hamilton (SEAL)
 _____ (SEAL)
 _____ (SEAL)

By: _____ President
 _____ (SEAL)

ATTEST: _____ (SEAL)
 _____ Secretary (Corporate Seal)

STATE OF NORTH CAROLINA, COUNTY OF Harnett
 I, Cindy H. Avery, a notary public of said county do hereby certify that Glenn Paul Hamilton

appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and seal this 12th day of February, 1990.
Cindy H. Avery Notary Public

HARNETT COUNTY, N. C.
 FILED DATE 2-20-90 TIME 4:43 P.M.
 BOOK 903 PAGE 382-383
 REGISTER OF DEEDS
 GAYLE P. HOLDER

USE BLACK INK ONLY

SEAL-STAMP
 Cindy H. Avery
 Notary Public

EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR(S) MADE IN INSTRUMENT AS ORIGINALLY RECORDED.

RE: BOOK 903 RECORDED IN THE PAGE 382 HARNETT COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTORS: Glenn Paul Hamilton

GRANTEES: N/A

TRUSTEE Reginald B. Kelly

BENEFICIARY Southern National Bank of North Carolina

STATE OF NORTH CAROLINA COUNTY OF HARNETT

I/WE, the undersigned, hereby certify that the following corrections are made in the above-named recorded instrument in accordance with the provisions of G.S. §47-36.1 ratified June 30, 1986.

DESCRIPTION OF CORRECTION(S)

The correct date for the Deed of Trust is the 6th day of February, 1990.

THIS THE 16th DAY OF February, 1990.

Reginald B. Kelly (SEAL) (SEAL) (SEAL) (SEAL)

Sworn to and subscribed before me this 16th day of February, 1990.

Cindy A. Avery Notary Public

My Commission Expires: 10-23-93



This explanation statement together with the attached instrument duly re-recorded at 3:05 o'clock P.M. this the 20 day of February, 1990, in the Book and Page shown on the first page hereof.

Harle P. Holder REGISTER OF DEEDS

...and all renewals... If however, there shall be... the land hereinafter conveyed at public... fee provided by law, and upon such... on the Note(s) hereby... the gross proceeds of... the at