

* Each section below to be filled out by whomever performing work. Must be owner or licensed contractor. Address, company name & phone must match

Application # 1150025829

Harnett County Central Permitting
PO Box 65 Lillington, NC 27546
910-893-7525 Fax 910-893-2793 www.harnett.org/permits

Application for Residential Building and Trades Permit

Owner's Name: Troy Ceasar Thompson & Veronica Darden Thompson Date: 1/3/2010
Site Address: 4605 Ross Road, Lillington, NC 27546 Phone: 757-369-5870
Directions to job site from Lillington: Ross Road, past Coble Key School, home on left

Subdivision: N/A Lot: N/A
Description of Proposed Work: misc remodel (new carpet, replace rotten siding, windo # of Bedrooms: 5
Heated SF: 5281 Unheated SF: 1200 Finished Bonus Room? Crawl Space: Slab:

General Contractor Information

Southeastern Properties and Development Company 919-777-2826
Building Contractor's Company Name Telephone
2505 Dalrymple Street, Sanford, NC 27332 N/A
Address Email Address
[Signature] 65299
Signature of Owner/Contractor/Officer(s) of Corporation License #

Electrical Contractor Information

Description of Work N/A Service Size: Amps T-Pole: Yes No

Electrical Contractor's Company Name Telephone
Address Email Address
Signature of Owner/Contractor/Officer(s) of Corporation License #

Mechanical/HVAC Contractor Information

Description of Work N/A

Mechanical Contractor's Company Name Telephone
Address Email Address
Signature of Owner/Contractor/Officer(s) of Corporation License #

Plumbing Contractor Information

Description of Work N/A # Baths

Plumbing Contractor's Company Name Telephone
Address Email Address
Signature of Owner/Contractor/Officer(s) of Corporation License #

Insulation Contractor Information

N/A
Insulation Contractor's Company Name & Address Telephone

***NOTE: General Contractor must fill out and sign the second page of this application.**

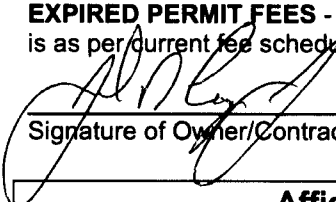
Homeowners Applying to Build Their Own Home

Please answer the following questions then see a Permit Technician to determine if you qualify for permit under Owners Exemption. Questionnaire per G.S. 87-14 Regulations as to Issue of Building Permits (Memo available upon request)

1. Do you own the land on which this building will be constructed? ___ Yes ___ No
2. Have you hired or intend to hire an individual to superintend and manage construction of the project? ___ Yes ___ No
3. Do you intend to directly control & supervise construction activities? ___ Yes ___ No
4. Do you intend to schedule, contract, or directly pay for all phases of construction work to be done? ___ Yes ___ No
5. Do you intend to personally occupy the building for at least 12 consecutive months following completion of construction and do you understand that if you do not do so, it creates the presumption under law that you fraudulently secured the permit? ___ Yes ___ No

I hereby certify that I have the authority to make necessary application, that the application is correct and that the construction will conform to the regulations in the Building, Electrical, Plumbing and Mechanical codes, and the Harnett County Zoning Ordinance. I state the information on the above contractors is correct as known to me and if **any** changes occur including listed contractors, site plan, number of bedrooms, building and trade plans, Environmental Health permit changes or proposed use changes, I certify it is my responsibility to notify the Harnett County Central Permitting Department of any and all changes.

EXPIRED PERMIT FEES - 6 Months to 2 years permit re-issue fee is \$150.00. After 2 years re-issue fee is as per current fee schedule.



Signature of Owner/Contractor/Officer(s) of Corporation

Date

1/3/2011

Affidavit for Worker's Compensation N.C.G.S. 87-14

The undersigned applicant being the:

General Contractor ___ Owner ___ Officer/Agent of the Contractor or Owner

Do hereby confirm under penalties of perjury that the person(s), firm(s) or corporation(s) performing the work set forth in the permit:

Has three (3) or more employees and has obtained workers' compensation insurance to cover them.

___ Has one (1) or more subcontractors(s) and has obtained workers' compensation insurance to cover them.

Has one (1) or more subcontractors(s) who has their own policy of workers' compensation insurance covering themselves.

___ Has no more than two (2) employees and no subcontractors.

While working on the project for which this permit is sought it is understood that the Central Permitting Department issuing the permit may require certificates of coverage of worker's compensation insurance prior to issuance of the permit and at any time during the permitted work from any person, firm or corporation carrying out the work.

Company or Name: Southeastern Properties and Development Company

Sign w/Title: , PRESIDENT

Date: 1/3/2010

UNRECORDED



FOR REGISTRATION REGISTERED OF DEEDS
HARNETT COUNTY, NC
2010 DEC 07 04:13:28 PM
BK:2014 PG:357-404 FEE:\$37.00
NC REV STAMP:\$590.00
INSTRUMENT # 2010017598

HARNETT COUNTY TAX ID#

10-0564-DIDJ
10-0564-01-0001
02-10 BY KPO

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:\$630.00

Mail after recording to: Ray McLean, Attorney P.O. Drawer 668, Coats, NC 27521

This instrument prepared by Ray McLean, Attorney DEED PREP ONLY

Brief description for the index: 2 parcels (19.90 acres and 14.98 acres)

REID:# 0030227 & 0022723 PARCEL#1005690102 & 100569010001

THIS DEED made this the 30 day of November, 2010 by and between

GRANTOR

John E. Hair, Jr.
and wife,
Carolyn Mullenax Hair
P.O. Box 965
Lillington, NC 27546

GRANTEE

Troy C. Thompson
and wife,
Veronica D. Thompson
30 GARFIELD DRIVE
NEWPORT NEWS, VA 23608

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, that certain lot or parcel of land situated in the City of Lillington 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 1243, page 871, Harnett County Registry.

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, except for the exceptions stated. Title to the property hereinabove described is subject to the following exceptions:

Any and all covenants, easements, restrictions, right of ways and current year ad valorem taxes not yet payable of record if any.

UNRECORDED

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Entity Name

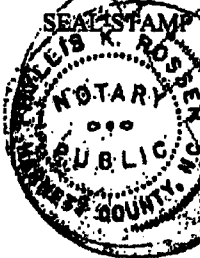
John E. Hair, Jr. (Seal)
John E. Hair, Jr.

By: _____

Carolyn Mullenax Hair (Seal)
Carolyn Mullenax Hair

(Seal)

(Seal)



STATE OF North Carolina COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that John E. Hair, Jr. and wife, Carolyn Mullenax Hair did personally appear before me this day and acknowledged his/her voluntary signature to the execution of the foregoing instrument for the purposes stated therein.

Witness my hand and official stamp or seal, this 30 day of November, 2010.

Notary Public Phyllis K. Resser

My Commission Expires: 9-8-13

SEAL-STAMP STATE OF _____ COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ to me personally came before me this day and acknowledged that he/she is the _____ of Phelan Building & Development, Inc. a North Carolina Corporation and that by authority duly given and as the act of each entity he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official stamp or seal, this _____ day of _____, 20____.

Notary Public _____

My Commission Expires: _____

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds.

EXHIBIT A

Tract One:

ALL OF THAT CERTAIN tract designated as Lot 2, containing 19.90 acres, more or less, as shown on a plat entitled "Recombination Survey John E. Hair, Jr. & Carolyn Hair", prepared by G. Darrell Taylor, PLS, dated 4/17/2010 and recorded at Plat Slide 2010-368. Harnett County Registry. Reference to said plat is hereby made for greater certainty of description.

Tract Two:

BEGINNING at an iron stake located in the old property line and corner with Carolyn Smith and Andrew C. Smith, and runs thence with the Smith line South $13^{\circ} 47' 46''$ East 1537.57 feet to an iron stake, another corner with Smith, and runs thence North $76^{\circ} 42' 14''$ East 171.38 feet to a 1.11 acre tract; thence with the 1.11 acre tract North $19^{\circ} 08' 34''$ West 276.91 feet to a stake; thence with another line of the 1.11 acre tract North $57^{\circ} 48' 10''$ East 154.18 feet; thence with still another line of the 1.11 acre tract South $22^{\circ} 42' 46''$ East 64.21 feet to an iron stake; thence along a roadway easement and sewer line easement North $42^{\circ} 58' 13''$ East 199.82 feet to a stake, North $28^{\circ} 59' 13''$ East 118.23 feet to a stake, and North $9^{\circ} 06' 13''$ East 57.88 feet to a stake, corner with tract 6 and tract 6A; thence with a line of tract 6A North $19^{\circ} 40' 47''$ West 572.48 feet to an iron stake, corner in a 50 foot easement; and runs thence North $11^{\circ} 52' 47''$ West 71.65 feet to a stake in the old line; thence with the old line North $60^{\circ} 25' 17''$ West 205.7 feet, North $37^{\circ} 05' 17''$ West 310.2 feet, South $54^{\circ} 52' 43''$ West 169.08 feet, and North $83^{\circ} 37' 17''$ West 55.02 feet to the point and place of BEGINNING and containing 14.98 acres, more or less, according to an actual survey by W. R. Lambert, Registered Surveyor, in May of 1987 as shown upon a plat of the Colon Godwin property. The plat of the above property appears of record in PC cabinet #C, slide number 168-C.

EXHIBIT B



SO ORDERED.

SIGNED this 16 day of November, 2010.

J. Rich Leonard

J. Rich Leonard
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY
EASTERN DISTRICT OF NORTH CAROLINA

IN RE:)
CAROLYN MULLENAX HAIR) CASE NO: 10-01944-8-JRL
DEBTOR) CHAPTER 13

**ORDER AUTHORIZING THIRD MOTION TO APPROVE PRIVATE SALE OF
REAL PROPERTY, FREE AND CLEAR OF SPECIFIED JUDGMENT LIENS**

THIS MATTER came before this Court upon motion by the above-captioned debtor, Carolyn Mullenax Hair (the "Debtor") seeking an order authorizing the sale of certain real property as further identified below, free and clear of specified judgment liens, pursuant to 11 U.S.C. § 363 and Bankruptcy Rules 6004 and 6007 (the "Motion"). It appears that the Motion was duly served and no objections were filed. It further appears, based upon the pleadings, representation of counsel and other good cause shown that the Motion should be allowed and in support thereof the Court sets forth the following:

1. Among the Debtor's bankruptcy estate property are two connected parcels of land located at or near 4605 Ross Road, Lillington, NC, Harnett County, including the Debtor's residence and an adjacent tract of vacant land, and as more particularly described in the Motion as the "Property".
2. The Property is owned jointly by the Debtor and her husband, Mr. John E. Hair, Jr., as tenants by the entirety. Mr. Hair is also a debtor in a separate bankruptcy proceeding before this court filed on October 27, 2009, which case has been re-converted to a case under chapter 7 on October 29, 2010. Both the debtor and Mr. Hair have claimed a tenants by the entirety exemption in the Property pursuant to 11 U.S.C. § 522(b)(2)(B) and North Carolina State Law. A motion requiring Mr. Hair's chapter 7 trustee to abandon the Property to allow this sale was filed in his case.

3. At the time of the Debtor's petition filing, the following creditors were secured by the Property:
 - a) A first lien held by Hamett County tax collector in the approximate amount of \$4,210.29 for outstanding ad valorem taxes. There may also be farm recoupment taxes due for the vacant land; and
 - b) A second lien held by Branch Banking & Trust Company ("BB&T") secured by a deed of trust against the 18.9 +/- acre tract only (and does not include the 1.0 acre tract with driveway), with an estimated payoff balance due of \$231,272.01 (through August 11, 2010) plus ongoing interest accruing at \$47.48 per diem.
4. There was one joint judgment lien against both the Debtor and her husband, Mr. Hair, held by Bank of America based upon a judgment recorded on May 15, 2008. This judgment lien was paid in full to Bank of America from the sale of other jointly held real property sold during the course of the Debtor's bankruptcy case by prior motions and order.
5. Secured liens to be paid from the sale of the Property include the mortgage lien held by Branch Banking & Trust Co. and the Debtor's prorate share of valid *ad valorem* taxes (through date of closing). Other than the liens identified herein and in the Motion there are no known joint claims secured by the Property.
6. The Debtor and Mr. Hair engaged the services of Jeff Smith, a realtor with Coldwell Banker Advantage-Willington to list the Property for sale. Under the listing agreement (attached as Exhibit B to the Motion and incorporated here by reference) Mr. Smith is entitled to a 6% commission based upon the gross purchase price, which such commission may be split between Mr. Smith and the buyer's agent as detailed in the listing agreement, as well as documentation fees.
7. Troy and Veronica Thompson (the "Buyers") offered to purchase the Property for the purchase price of \$315,000.00 (the "Purchase Price").
8. Troy C. Thompson and Veronica D. Thompson (the "Buyers") have offered to purchase the Property for the purchase price of \$315,000.00 (the "Purchase Price") and have made \$2,500.00 earnest money deposit was paid to the Debtor's realtor, Mr. Jeff Smith at Coldwell Banker Advantage. An offer to purchase agreement was entered by the parties, a copy of which was attached as Exhibit C to the Motion and incorporated herein by reference, hereinafter, the "Sale Agreement". This is an arms-length transaction.
9. The sale of the Property shall be free and clear of the claims of creditors with judgments against the Debtor or her husband Mr. Hair individually, as such

judgments do not attach as liens to the entireties property. These judgments are as follows:

- a) Judgment against the Debtor by Chase Manhattan Bank USA, NA, pursuant to Harnett County District Court case #03 CVD 1420 with a current payoff of approximately \$38,339.28 (per information and belief this loan was assigned to Asta/Palaszades Collections); and
- b) Judgment against Mr. Hair by Unifund CCR Partners, pursuant to Harnett County District Court Case # 06 CVD 1416 with a current payoff amount of approximately \$38,002.07.

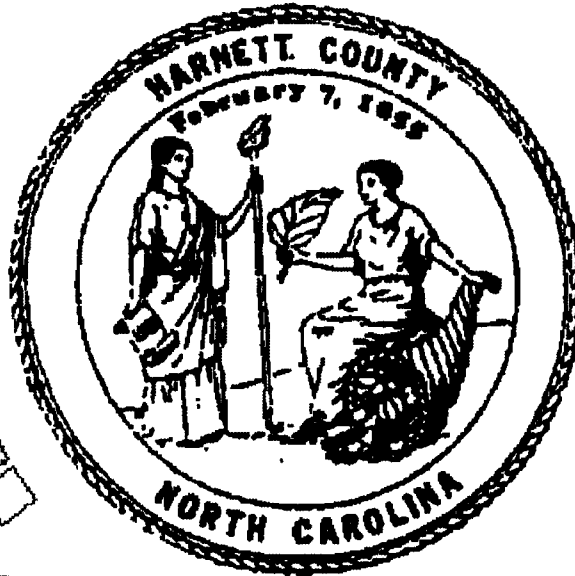
10. The Court finds that the proposed sale is in the best interest of the Debtor and the bankruptcy estate.

NOW THEREFORE, it is Ordered and Decreed that:

1. The Debtor is authorized to sell the Property to the Buyers for the Purchase Price of \$315,000.00 in compliance with the terms of the Sale Agreement free and clear of liens, claims, and encumbrances (except subject to valid ad valorem taxes and Branch Banking & Trust's secured claim pursuant to promissory note and mortgage to be paid from the Purchase price as detailed in Paragraph 2 below) pursuant to 11 U.S.C. § 363.
2. That the closing attorney, or settlement agent who administers the sale of the property be ordered to disburse the sales proceeds as follows:
 - a. Realator commissions of 6% of the Purchase Price (being \$18,900.00) to be paid to Jeff Smith of Coldwell Banker Advantage-Willington and/or split with with Buyers real estate agent, plus document preparation and related fees of \$250.00;
 - b. Valid ad valorem property taxes due and any valid farm recoupment taxes due and owing up to and including the sale date (the recoupment taxes may be paid at or subsequent to closing from the sale proceeds);
 - c. The balance due and owing to the mortgage lien secured by the Property held by Branch Banking & Trust Company with interest accrued as of the sale date;
 - d. Cost and assessments that may be due by the Debtor and Mr. Hair as sellers under the Listing Agreement and Sale Agreement;

- e. Those cost typically borne by a seller in real estate transactions, including but not limited to recording fees, revenue stamps, and the like; and
 - f. The then remaining balance of the net proceeds, asserted as exempt by the Debtor and her husband pursuant to their respective claimed tenancy by the entireties exemptions, shall be disbursed to counsel for the Debtor and counsel for Mr. Hair, to enable the chapter 7 trustee in Mr. Hair's case an opportunity to notice claims and determine the extent of the claimed tenancy by the entireties exemption, with objections to same reserved. Both the Debtor and Mr. Hair reserve the right to file a motion with the court, with an opportunity for objection and hearing, to release a portion or all of the sale proceeds held in trust.
3. The sale shall be free and clear of of the claim of all creditors except Branch Banking & Trust Company and Hamett County which will be paid from the sale proceeds as set out above.
 4. The settlement agent shall provide a copy of closing statement to both the Chapter 13 Trustee for the Debtor and John Hair and the to Debtor's attorney.

END OF DOCUMENT



KIMBERLY S. HARGROVE
REGISTER OF DEEDS, HARNETT
305 W CORNELIUS HARNETT BLVD
SUITE 200
LILLINGTON, NC 27546

Filed For Registration: 12/07/2010 04:13:28 PM

Book: RE 2814 Page: 397-404

Document No.: 2010017598

DEED 8 PGS \$37.00

NC REAL ESTATE EXCISE TAX: \$630.00

Recorder: TRUDI S WESTER

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

DO NOT DISCARD

2010017598