

Initial Application Date: 8-16-01

Application # 01-5-2813

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Johnny CAIN Mailing Address: 386 Murchinson Town Rd
City: Sanford State: NC Zip: 27330 Phone #: (919) 499-6828

APPLICANT: Christine Blue Mailing Address: 386 Murchinson Town Rd
City: Sanford State: NC Zip: 27330 Phone #: (919) 499-6828

PROPERTY LOCATION: SR #: 205 SR Name: Olivia Rd.
Parcel: 09-1558-0028 PIN: 9568-03-3649
Zoning: RAZOR Subdivision: _____
Flood Plain: A Panel: 75 Watershed: NA Deed Book/Page: 784-994-995 Lot #: _____ Lot Size: 1.42 AC Plat Book/Page: _____

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27 west to Ponderosa Rd turn right
Go approx. 4 miles turn left, lot on right
onto Murchinson Town Rd

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 28 x 44) # of Bedrooms 3 Garage _____ Deck _____ 2 Baths
- Comments: _____
- Number of persons per household 1
- Business Sq. Ft. Retail Space _____ Type _____
- Industry Sq. Ft. _____ Type _____
- Home Occupation (Size _____ x _____) # Rooms _____ Use _____
- Accessory Building (Size _____ x _____) Use _____
- Addition to Existing Building (Size _____ x _____) Use _____
- Other _____

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 1 Other (specify) _____

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>50</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>10</u>	Corner	<u>20</u>
Nearest Building	<u>10</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.

Donald Wright
Signature of Applicant

Date

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

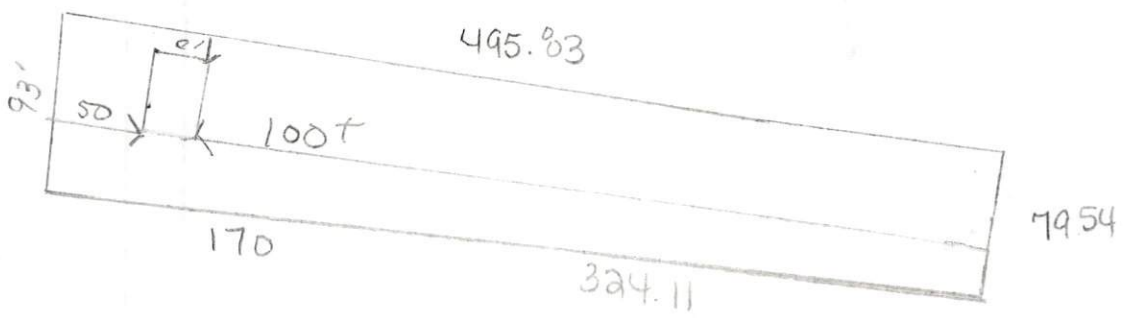
A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE PERMIT

(CJH)

8-16-01

SR 1307 McGehee

SR 1205 Olivia Road



SITE PLAN APPROVAL

DISTRICT RAZOR USE Dw m +

#BEDROOMS 3

Date 8-16-01 Theresa Jones
Zoning Administrator

Required Property Line Setbacks

	Minimum	Actual
Front	<u>35</u>	<u>50</u>
Side	<u>10</u>	<u>10</u>
Corner	<u>20</u>	<u>10</u>
Rear	<u>25</u>	<u>100+</u>
Nearest Building	<u>10</u>	<u>10</u>



7840994

FILED
BOOK 784 PAGE 994-995

JUN 20 11 17 AM '85

GAYLE P. HOLDER,
REGISTER OF DEEDS
HARNETT COUNTY, NC

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 19_____

Signed: _____

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19_____

by _____

Mail after recording to Motor Mart Inc. of Raleigh dba Royal Homes 5322 Fayetteville Rd.
Raleigh N.C. 27603

This instrument was prepared by Motor Mart Inc. of Raleigh and Pat Tierney

Brief description for the Index

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 12 day of June, 1985, by and between:

GRANTOR

TRUSTEE

BENEFICIARY

✓ Johnny Alton Cain
✓ Audrey Lee Cain

✓ Durwood Batchelor

Motor Mart Inc. of Raleigh

TO HAVE AND TO HOLD said property with all privileges and appurtenances thereunto belonging, to the Trustee, his heirs, successors, and assigns forever, upon the terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all of the covenants, terms, and conditions of this deed 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 in any of the covenants, terms, or conditions of the note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any of such events, if the default is not made good within fifteen (15) days, the note shall, at the option of the Beneficiary, at once become due and 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 auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained 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 and any resales 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 hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale or the minimum sum of \$-----, 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 sum, 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-half thereof after issuance of said notice; three-fourths 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 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, not exceeding that amount necessary to pay the sum secured by this deed of trust, and as may be satisfactory to 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 secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

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 secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

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, this Deed of Trust, and any other instrument that may be securing said Note.

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. 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, then the holder of the Note 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.

7. 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 and secured by this Deed of Trust.

8. 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.

(Corporate Name)

By: _____

President

CK INK ONLY

John A. ...
Trustee

(SEAL)

(SEAL)