Initial Application Date: 2-13-

A 110n# 02-50004014

## COUNTY OF HARNETT LAND USE APPLICATION

Central Per	rmitting	
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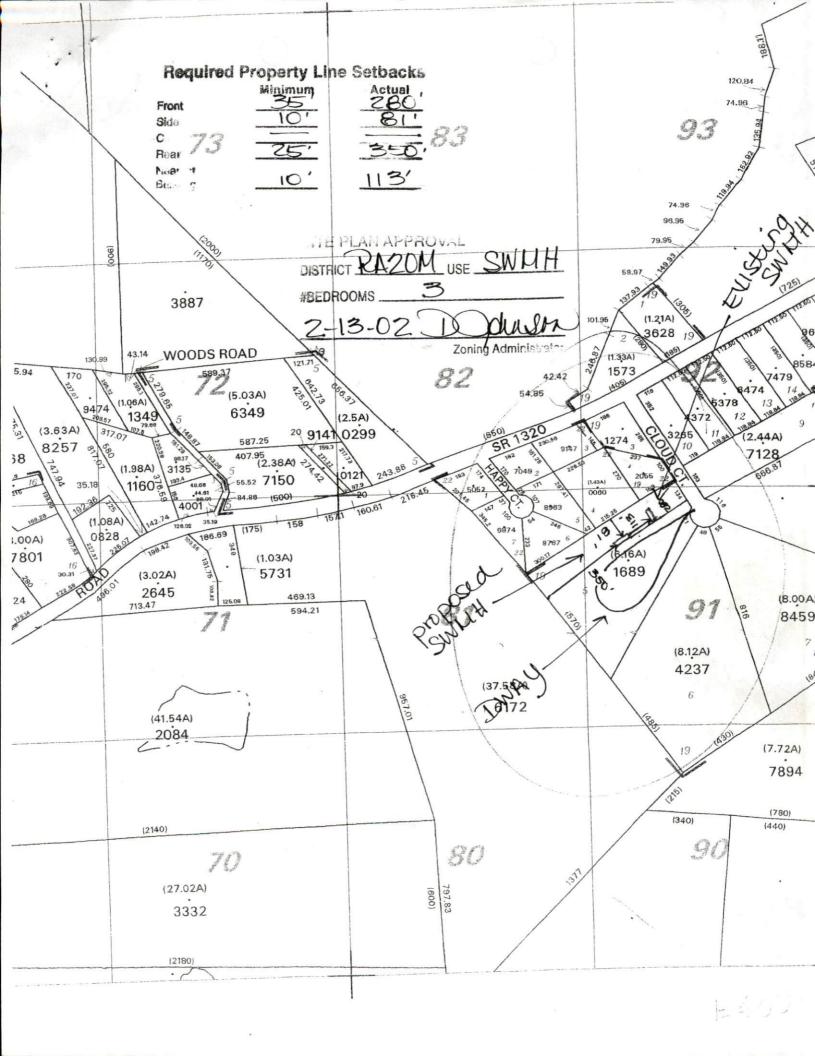
102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

	rax. (910) 893-2793
LANDOWNER: Susan Rogers Driggers	Mailing Address in the color of the color
City: Sanford State: A	100 Zip: 97380 Phone #: 919 - 498 - 34127
State. P	Phone #: 919-498-3407
APPLICANT: SUSCIN DOCERS DOCERS	
APPLICANT: 305an Rogers Drigger City: Sanford	Mailing Address: 108 Cloud Court
State: _ U	S Mailing Address: 108 Cloud Court  C Zip: 27330 Phone #: 919-498-3497
PROPERTY LOCATION OF 132/	Library Marian D.
PROPERTY LOCATION: SR#: 1320 SR Name:	regarding watch Rd.
Parcel: 09-9566 0140-06	PIN: 4567-91-1689
Flood Plain: Panel: Watershed: N	A Deed Book/Page: 911-080 Plat Book/Page: What
•	Plat Book/Page: JUNE V
DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Take	24/27 from Lilliandon 1000
go to glood court take ale	ft sprand lat as
	stand for on right.
PROPOSED USE:	
☐ Sg. Family Dwelling (Size x ) # of Bedrooms # Baths Multi-Family Dwelling No. Units	Personal ( / / L L L)
Multi-Family Dwelling No. Units No. Bedrooms/Unit	Basement (w/wo bath) Garage Deck
Manufactured Home (Size 16x 16 # of Bedrooms 3 Garage	
Comments:	
Number of persons per household 4. Number of Em	aployees at business
☐ Business Sq. Ft. Retail Space	Tune
☐ Industry Sq. Ft	Type
☐ Home Occupation (Sizex) #Rooms	
☐ Accessory Building (Size x ) Use	Use
☐ Addition to Existing Building (Size x ) Use	
□ Other	
Water Supply: ( County ( ) Well (No. dwellings)	130
Sewage Supply: (V) New Septic Tank ( ) Existing Septic Tank	Other
Sewage Supply: New Septic Tank Erosion & Sedimentation Control Plan Required? YES	County Sewer Other
Structures on this tract of land: Single family duelling	proposed
Property owner of this tract of land own land that actured	homes Other (specify)
Structures on this tract of land: Single family dwellings Manufactured  Property owner of this tract of land own land that contains a manufactured home w/i  Required Property Line Setbacks: Minimum Actual	in five hundred feet (500) of tract listed above? YES NO
Required Property Line Setbacks: Minimum Actual	Minimum Actual
Front <u>55</u> <u>280</u>	Rear 25' 250'
Side IO' 81'	
151 1151	Corner
Nearest Building	
If permits are granted I agree to conform to all ordinances and the language	
hereby swear that the foregoing statements are accurate and correct to the best of my	of North Carolina regulating such work and the specifications or plans submitted. I
and correct to the best of my	knowledge.
Seisana Viciore	7 /7 42
Signature of Applicant	2-13-02 #316 21402
Signature of Applicant	Date 21490

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



5 Blue existing mt



E400

V /3060004	AATH AAAA
Mail after regording to:	Pages 0977-0980
* / / ) ]	FILED 4 PAGE(S)
RBST A Fred Towler	HARNE' INTY NC 12/03/1999 4:47 PM
San ford - N. C. 27330	KIMBERLY S. HARGROVE
Sanford, N. C. 29330	Register Of Deeds
This instrument was prepared by:	
William T. Wilson Jr. Abtorney-At-Law	
	Recording: Time, Book and Page
Sanford, NC 77330 Brief description for index:	
$( \ \ \ \ \ \ \ \ \ \ \ )$	
NODTH CAROLANIA TO	DEED OF TRUCT
	URE ADVANCE) DEED OF TRUST
(Collateral is o	or Includes Fixtures)
	A
THIS DEED OF TRUST AND SECURITY AGREEMENT	'Deed of Trust") is made as of this
day of NOVEMBER , 1999 by and bety	veen:
GRANTOR (Include Address)	The second of th
Old M. O. ( Mariado Mariado)	TRUSTEE
~	Jerone C. Herring, a resident of North Carolina
SUSAN R. DRIGGERS	
108 CLOUD CT SANFORD NC 27330	
	BENEFICIARY
	BRANCH BANKING AND TRUST COMPANY, a
	North Carolina state banking corporation P.O. Box 1255, Winston-Salem, NC 27102-1255
IF BOX CHECKED, THIS DEED OF TRUST SECURES AN OBLIG	
FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.	T(77)
,	
THE FOLLOWING INFORMATION APPLIES TO THIS DEED OF TRUS	T:
1. The maximum principal amount of the Debt (defined below), inclu	iding present and future advances, secured by this Deed of Trust is
TWENTY-ONE THOUSAND SIX HUNDRED DOLLARS & 00/100	
(\$ <sub>21,600.00</sub>	) Dollars.
	Document described by name, parties, dollar amount and date as follows:
110 TEMBER OF	999 in the amount of \$ 21.000.00
executed by SUSAN R DRIGGERS	d all other notes or other Dockments pow or hereafter evidencing any debt whatsoever
incurred by Grantor and payable to Beneficiary, the terms of which are incorp	
medited by branch and payable to behind any, the terms of which are more	polatical nettern by relectance.
3. Pursuant to the provisions of Sections 45-67 et seq., of the No	rth Carolina General Statutes, this Deed of Trust secures the payment of the Debt,
including present and future advances.	
-	
4. The current principal amount of the Debt advanced on the date her	reof (including any outstanding amounts advanced previously) by Beneficiary is
\$ (if none, so state).	· · · · · · · · · · · · · · · · · · ·
	y to evidence or secure any future advances made hereunder. The period within which
future advances are to be made shall be the fifteen year period beginning on t	the date of this Deed of Trust.
6 The real monager which is the artists of the Dark of	
6. The real property which is the subject of this Deed of Trust is local the Township of Table 2007 11.0	SAINTON
the Township of	, in the County of HARNETT, in the
or event out of the the telest description and the chain of the felere	nee of the real property are set form as follows:
Being that certain lot or named known as	Lot 5, Knoll Brook Estates as shown on that
man of survey of Knoll Brook Fetates by Do	owell G. Eakes, R.L.S. and recorded at Plat
Cabinet F. Slide 479-B. Harnett County Res	

NOW THEREFORE, for the purposes and under the conditions described in this Deed of Trust and in consideration of the Debt and the mutual promises of Granter and Benet Deed of Frust, together with any imperceeds thereof and all other appoint in rights and privileges. The term "the Proimprovements, intrues, and also all appurtenant rights and privileges.

TO HAVE AND TO HOLD the Property, to Trustee, his successors and assigns, but upon the trust, and under the terms and conditions of this Deed of Trust, to which Grantor, Trustee and Beneficiary hereby agree:

1. PERFORMANCE BY GRANTOR—Grantor shall fulfill all of Grantor's obligations as specified in this Deed of Trust, the Note or other Document.

2. TAXES, DEEDS OF TRUST, OTHER ENCUMBRANCES. Grantor shall make timely payment of all ad valorem taxes, assessments or other charges or encumbrances which may constitute a lien upon the Property. Grantor shall timely pay and perform any obligation, covenant or warranty contained in any other deed of trust or writing (herein Other Deed of Trust) which gives rise to any or which may constitute a lien upon any of the Property. Grantor shall under the remained of such payment or performance, Grantor shall too tenter into, terminate, caped or amend any lease affecting the Property or any part thereof without the prior written consent of Beneficiary, Grantor shall timely pay and perform all terms of any lease or sublease of the Property or any part thereof.

3. INSURANCE. Grantor shall keep insured all improvements which are now existing and which might hereafter become part of the Property, against loss by fire and other-hazards, cashalties and contingencies in such amounts and for such periods as may be required from time to time by Beneficiary, and Crantor shall approximately to the reduction of the Debt or to the restoration or repair of any portion of the Property, and Beneficiary may and perform all terms of one strings and contain loss payable clauses in favor of and in form acceptable to Beneficiary. In the event o

4. ESCROW DEPOSITS. Upon demand of Beneficiary, Grantor shall add to each payment required under the Note or other Document the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay as they become due all taxes, charges, assessments, and insurance premiums which Grantor is required to pay. Further, any deficiency occasioned by an insufficiency of such additional payments shall be deposited by Grantor with Beneficiary upon demand.

5. PRESERVATION AND MAINTENANCE OF THE PROPERTY. Granter shall keep the Property in as good order and repair as it now is (reasonable wear and tear excepted) and shall neither commit nor permit any waste or any other occurrence or use which might impair the value of the Property. Granter shall not initiate or acquiesce in a change in the zoning classification of the Property or make or permit any structural alteration thereof without Beneficiary's prior written consent.

6. COMPLIANCE WITH LAWS. Grantor shall regularly and promotly comply with any applicable legal requirements of the United States, the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

7. CONDEMNATION AWARD. Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of the power of eminent domain shall be payable solely to Beneficiary, which may apply the sums so received to payment of the Debt.

8. PAYMENTS BY BENEFICIARY. If Grantor shall be in default in the timely payment or performance of any of Grantor's obligations, the Note or other Document, under this Deed of Trust or Other Deed of Trust, Beneficiary may, but it is not obligated to, expend for the account of Grantor any sums, expenses and fees which Beneficiary believes appropriate for the protection of the Property and the maintenance and execution of this trust. Any amounts so expended shall be deemed principal advances fully secured by this Deed of Trust, shall bear interest from the time expended until paid at the rate of interest accruing on the Debt, and shall be due and payable on demand.

9. RENTS AND PROFITS. Grantor hereby assigns to Beneficiary all future rents and profits from the Property as additional security for the payment of the Debt and for the performance of all obligations secured by this Deed of Trust. Grantor hereby appoints Beneficiary as Grantor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection, to the Debt or to any obligations secured by this Deed of Trust in any manner as Beneficiary may desire. However, until default under the Note or other Document or under this Deed of Trust, Grantor may continue to collect and retain the rents and profits without any accountability to Beneficiary. Beneficiary's election to pursue the collection of the rents or profits shall be in addition to all other remedies which Beneficiary might have and may be put into effect independently of or concurrently with any other remedy.

10. SECURITY INTEREST. All the fixtures and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the fixtures, his Deed of Trust shall be considered to be a security agreement which creates a security interest in such fixtures for the benefit of Beneficiary. In that regard, Grantor grants to Beneficiary all of the rights and remedies of a secured party under the North Carolina Uniform Commercial Code. Grantor agrees to execute and deliver to Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. Grantor hereby irrevocably (as long as the Debt remains unpaid) makes, constitutes and appoints Beneficiary as the true and lawful attorney of Borrower to sign the name of Grantor on any financing statement, continuation of financing statement or similar document required to perfect of continua such security interests. However to the extent allowed by law, this Deed of Trust shall be a financing statement sufficient to perfect and maintain any security interest created hereby in the Property and its Proceeds.

11. GRANTOR'S CONTINUING OBLIGATION. This Deed of Trust shall remain as security for full payment of the Deat and for performance of any obligation evidenced by the Note or other Document, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Grantor's obligations under this Deed of Trust, the Note or other Document of time for payment of the Debt or for performance of any obligations under this Deed of Trust, the Note or other Document, whether granted to Grantor or to a subsequent owner of the Property; or (d) the release of any party who has assumed payment of the Debt or who assumed any other obligations under this Deed of Trust, the Note or other Document. None of the foregoing shall, in any way, affect the full force and effect of the lien of this Deed of Trust or impair Beneficiary's right to a deficiency judgment in the event of foregoing against Grantor or any party who had assumed payment of the Debt of who assumed any other obligations the performance of which is secured by this Deed of Trust.

12. SUBSTITUTION OF TRUSTEE. Beneficiary shall have the unqualified right to remove the individual designated as Trustee on the first page of this Deed of Trust, and to appoint one or more substitute or successor Trustees by instruments filed for registration in the County Registry where this Deed of Trust is recorded. Any such removal or appointment may be made at any time and from time to time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become fully vested with title to the Property and with all rights, powers and duties conferred upon the individual originally designated as Trustee, in the same manner and to the same effect as though that party were named herein as the original Trustee.

13. INDEMNIFICATION IN EVENT OF ADVERSE CLAIMS. In the event that Beneficiary or Trustee voluntarily or otherwise shall become parties to any suit or legal proceeding involving the Property, they shall be saved harmless and shall be reimbursed by Grantor for any amounts paid, including all costs, charges and attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this Deed of Trust and payable upon demand.

14. INSPECTION. Beneficiary may at any reasonable time and from time to time make or cause to be made reasonable entries upon, investigations, and inspections of the Property, including without limitation any inspections or investigations such as sampling and testing which

or the consent, appreval or agreement of other parties and interests, including junior lienors and purchasers subject to the lien of this Deed of Trust, and such releases shall not impair in any manner the validity of or priority of this Deed of Trust on that portion of the Property remaining subject to this Deed of Trust on that portion of the Property remaining subject to this Deed of Trust on that portion of the Property remaining subject to this Deed of Trust on that portion of the Property remaining interests in the Property held by Bene or by any other party, Beneficiary shall have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of any remedy it has. Grantor, or any party who consents to this, or any party who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

- 18. ENVIRONMENTAL ISSUES. Grantor for itself, its successors and assigns represents, warrants and agrees that (a) neither Grantor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Grantor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property; (c) the Property are presently in compliance with all Environmental Laws and there is not now pending, or threatened, any action, suit, investigation or presently in compliance with all Environmental Laws, there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Graftfor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws, (d) the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dishose, or process Hazardous Materials; (e) Grantor shall not cause nor permit the installation of Hazardous Materials in the Property nor, a release of Hazardous Materials on the Property; (f) Grantor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Grantor has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and the Grantor is in full compliance with the terms and provisions of the Permits; (h) Grantor shall immediately give the Beneficiary oral and written notice in the event that Grantor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Property in accordance with all applicable Environmental Laws. The Grantor hereby agrees to indemnify the Beneficiary and hold the Beneficiary harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary for, with respect to, or as a direct or indirect resu to or affecting the Property, whether or not caused by or within the control of Grantor, (c) the failure by Grantor to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Grantor in this paragraph being false or untrue in any material respect. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any "flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law, or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials; asbestos or any material containing asbestos, and/or hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Grantor under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, the cancellation of the Note; or if otherwise expressly permitted in writing by the Bank, the sale or alienation of any part of the Property. alienation of any part of the Property.
  - 19. EVENTS OF DEFAULT. Grantor shall be in default under this Deed of Frust upon the occurrence of any of the following:
- (a) Default in the payment or performance of any of the obligations, or of any overlant or warranty, in this Deed of Trust, in the Note or other Document, or in any other note of Grantor to Beneficiary or any contract between Grantor and Beneficiary; or in any contract between any third party and Beneficiary made for the benefit of Grantor; or
- (b) Any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor in connection with this transaction proving to have been false in any material respect when made or furnished; or
- (c) Loss, theft, substantial damage, destruction to or of the Property, or the materialman's lien or attachment thereof or thereon; or assertion or making of any levy, seizure, mechanic's or
- (d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver for any part of the property of, assignment for the benefit of creditors by, or the inability to pay debts in the ordinary course of business of the Grantor or any co-maker, endorser, guarantor or surety for Grantor; or
- (e) Failure of a corporate Grantor or co-maker, endorser, guarantor or surety for (Grantor to maintain its corporate existence in good
- (f) Upon the entry of any monetary judgment or the assessment of filing of any tax lien against Grantor; or upon the issuance of any writ of garnishment or attachment against any property of debts due or rights of Grantor; or
- (g) The sale (including sale by land contract upon delivery of possession), transfer or encumerance of all or any part of the Property or any interest therein, or any change in the ownership or control of any corporate or partnership Granton, without Beneficiary's prior written consent;
- (h) If Beneficiary should otherwise deem itself, its security interests, the Property or the Debt unsafe or insecure; or should Beneficiary otherwise believe that the prospect of payment or other performance is impaired.
- 20. REMEDIES OF BENEFICIARY UPON DEFAULT. Upon the occurrence of any event of default, Beneficiary may, at its option, without prior notice to Grantor, declare the Debt to be immediately due and payable in full; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust in any manner permitted by North Carolina law, including selling the Property or any part thereof at public sale to the last and highest bidder for cash, free of any equity of redemption, homestead, dower, curtesy or other state or feddral exemption, all of which are expressly waived by Grantor, after compliance with applicable North Carolina laws relating to foreclosure sales under power of saley and Trustee shall execute and deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant on warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable North Carolina law, it being agreed that the expenses of any such sale shall include a commission of five per cent of the gross sales price to Trustee for holding such sale and for all sepreces performed by him hereunder excluding expenses incurred in making sale. In the event a foreclosure suit or special proceeding is commenced, and no sale is held, then the Grantor shall pay to the Trustee: 1) all expenses incurred by Trustee and 2) a partial commission computed on five fer cent of the balance of the unpaid Debt. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale are the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale. If foreclosure proceedings are histituted under this Deed of Trust, Trustee is hereby authorized to take possession of the Property and collect any rental, accrued or to eccure, or Trustee may lease the Property or any part thereof
- 21. RELEASE AND CANCELLATION. Upon fulfillment of all of obligations, the performance of which is secured by this Deed of Trust, and upon payment of the Debt, this Deed of Trust and the Note or other Document shall be marked "Satisfied" and returned to Grantor, and this conveyance shall be null and void and may be cancelled of record at the request and cost of Grantor, and title to the Property shall revest as provided by law.
- 22. MISCELLANEOUS. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and shall not be used to interpret or define any provisions. All remedies provided herein are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity and may be exercised concurrently independently or successively. All covenants contained begin shall bind, and

1.//	ORPORATE NAME)		
Ву:	President	Grantor:	(SI
··· ( C/ /	Fresident	Grantor:	(SI
By:		Oranior.	
		HARNETT COUNT	Y, NORTH CAROLINA
ATTEST:	5 00	FILED DATE	3-17 TIME 4:4 [ PM
	$\sim 2.20$	BOOK 1389	PACE 977-980
	Secretary	BUUNTER	TER OF DEEDS
(CORPORATE SEAL)	<del>///</del>		Y S. HARGROVE
IN TESTIMONY WHERE concepted in the appropriate conspiculty of the appropriate conspiculty of the state of th	oF, the above partnership Grantor, Limited Liability in the above partnership name by duly authorized go sealed instrument being executed and delivered on the contract of the	y Company, or Limited Liability eneral partner(s) or managers, an he date first above written.	Partnership has caused this instrument and has adopted as its seal the word "SE
	(SEAL)	By:	(SI
NAME OF PARTN	ERSHIP, LLC, OH LP		
		Tiue:	
By:	(SEAL)	By:	(SI
Tide:		Title:	
- San Marine		> Inde.	
THINE C' HERA	7///	*	
SEAL STAMP	STATE OF NORTH CAROLINA, COUNTY OF	Lee`.	21
O' TANY	I, Jo Ann C Herring	$\triangle$	a Notary Public, do hereby certify
Description of the state of the	Susan R. Driggers		Gra
三一 数为加加的	personally appeared before me this day and acknow		
TO U.B. A.	Witness my hand and official stamp or seal, this		ember , 199
A CONTRACTOR OF THE PARTY OF TH	My Commission Expires: July 9	2004	(hackling)
The state of the s	, ,		NOTARY PUBLIC
" EE CO. 11 4 " " "	1 ~		1
10000 MA			3
SEAL STAMP	STATE OF NORTH CAROLINA, COUNTY OF		3
SEAL STAMP	personally appeared before me this day and acknow		a Notary Public, do hereby certify
SEAL STAMP	I,		a Notary Public, do hereby certify Gra i of Trust.
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