

Initial Application Date: 19 JUL 02

Application #: 03-50005177

22 Jul 02

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

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

LANDOWNER: CAROLYN LOWERY LOCKLEAR

Mailing Address: 3878 MCNEILL-HOBBS RD

City: BUNNLEVEL State: NC Zip: 28323

Phone #: 910-893-3799

APPLICANT: SAME AS ABOVE

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone #: _____

PROPERTY LOCATION: SR #: 2072

SR Name: MCNEILL-HOBBS RD

Parcel: 12-0557-0001-07

PIN: 0557-90-9116.000

Zoning: NA Subdivision: J W BYRD Lot #: 5 Lot Size: 5.03 A

Flood Plain: X Panel: 0095 Watershed: IV Deed Book/Page: 1188/643 Plat Book/Page: F/132-B

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: US 401S, TURN RIGHT ONTO MCNEILL HOBBS RD, APPROX 1-1.5 MI, SEE DWMH, SWMH, DWMH ON LEFT, TAKE DIRT PATH JUST 2ND DWMH, PATH GOES TO SITE.

beyond

PROPOSED USE:

☒ ~~Sg. Family Dwelling (Size 28x76) # of Bedrooms: 3 # Baths: 2 Basement (w/wo bath): N Garage: N Deck: N~~

☐ Multi-Family Dwelling No. Units: _____ No. Bedrooms/Unit: _____

☒ ~~Manufactured Home (Size 28x76) # of Bedrooms: 3 Garage: _____ Deck: _____~~

Comments: _____

☒ Number of persons per household: 4 Number of Employees at business: _____

☐ 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 ☐ (# 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: 1 MODULAR PROP Manufactured homes: 1 EXIS 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
Front	35	<u>126</u>
Side	10	<u>33</u>
Nearest Building	10	<u>—</u>
Rear	25	<u>590</u>
Corner	20	<u>—</u>

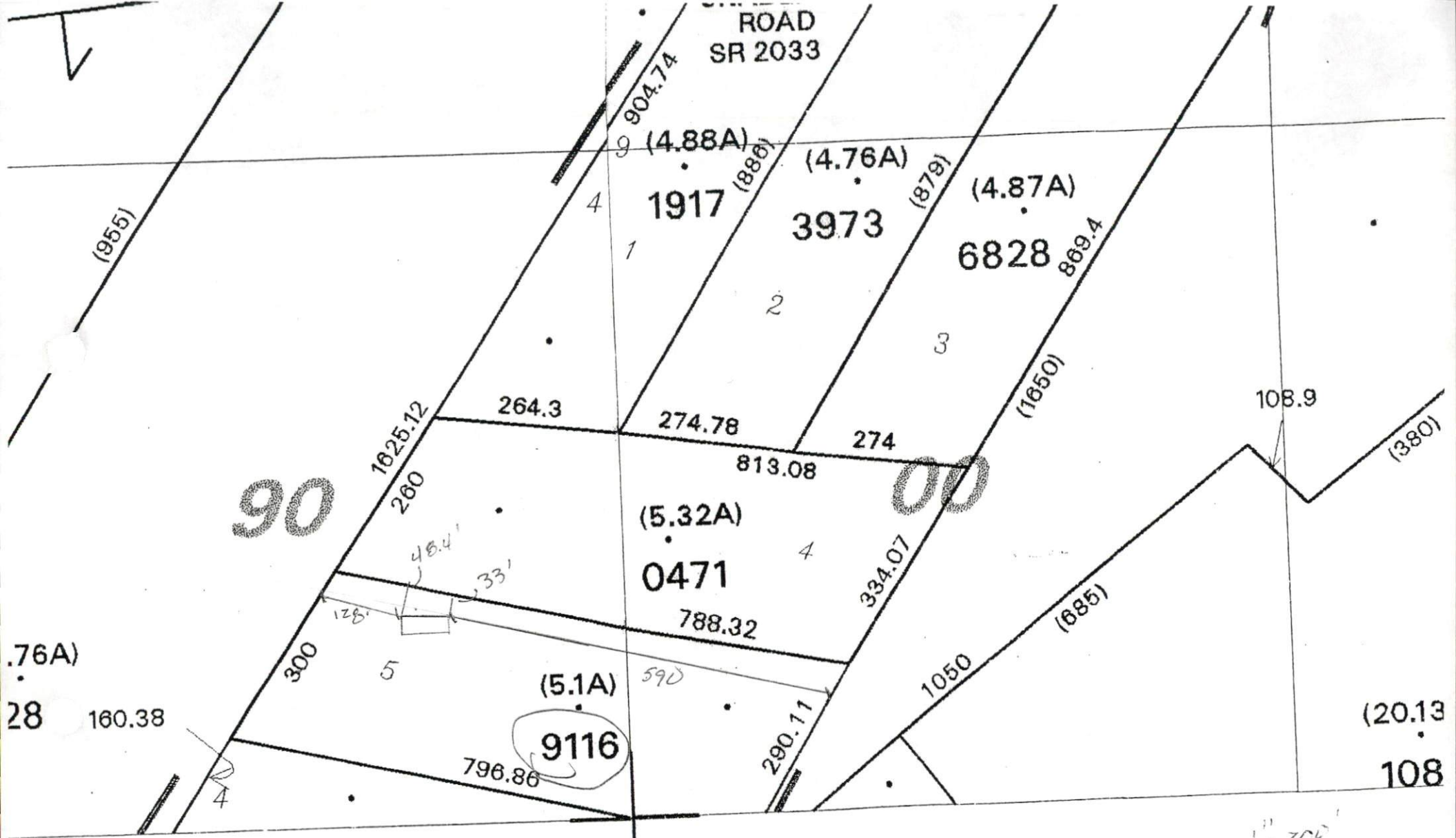
If permits are granted, I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Carolyn Locklear
Signature of Applicant

7-22-02
Date #656 7-23 (S)

****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



Required Property Line Setbacks

	Minimum	Actual
Front	<u>35</u>	<u>128</u>
Side	<u>10</u>	<u>33</u>
Corner	<u>20</u>	<u>—</u>
Rear	<u>25</u>	<u>590</u>
Nearest Building	<u>10</u>	<u>—</u>

SITE PLAN APPROVAL

DISTRICT 11A USE Residential
 #BEDROOMS 3
22 Jul 02 C. Bell
 Date Zoning Administrator

Candice Locklear



Spatial Data Explorer

Home

Contact

Help

Click on the Map to:

ZoomIn

ZoomOut

Recenter Map

Identify:

Tax Parcels

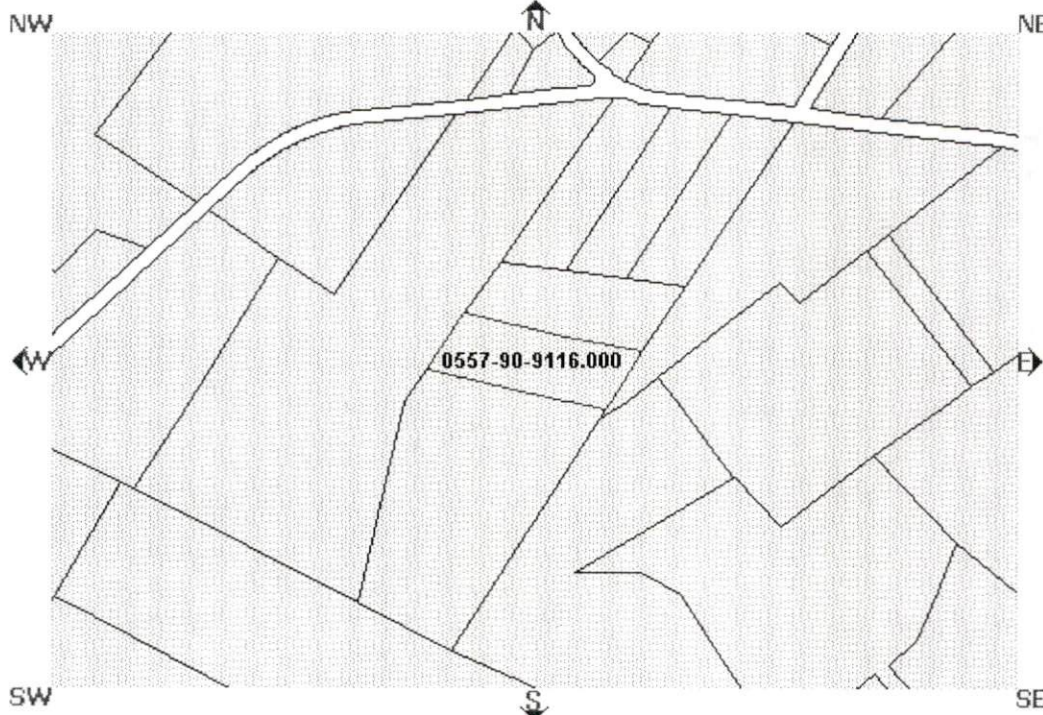
Zoom Factor:

2X



Radius Search (feet)

1000



Parcel Data

Find Adjoining Parcels

- Account Number: 001203153000
- Owner Name: LOCKLEAR TIMOTHY MELVIN &
- Owner/Address 1: CAROLYN LOWERY
- Owner/Address 2: 3878 MCNEILL-HOBBS ROAD
- Owner/Address 3:
- City, State Zip: BUNNLEVEL, NC 283230000
- Commissioners District: 1
- Voting Precinct:
- Census Tract:
- Flood Zone:
- Firm Panel:
- In Town:
- Fire Ins. District:
- School District: 8
- PIN: 0557-90-9116.000
- Parcel ID: 120557 0001 07
- Legal 1: LT#5 J W BYRD S/D 5.00AC
- Legal 2: PC#F/132-B
- Property Address: 2027 NC SR OFF X
- Assessed Acres: 5.00AC
- Calculated Acres: 5.10
- Deed Book/Page: 1188/0643
- Deed Date: 1997/02/06
- Revenue Stamps: \$ 36.00
- Year Built: 1000
- Building Value: \$0.00
- Land Value: \$6,260.00
- Assessed Value: \$6,260.00

SCALE 1 : 10160

Reference Map

Map Layers

Draw Layers

Draw selected layers:

Boundary

☐ Commissioners Districts ☐☐ Fire ☐☐ Tax Parcels ☐

Townships

Rescue ☒

Flood Zones

Multi Symbol

☐ Precincts ☐

Infrastructure

☐ Major Roads ☐

Water Pipes

Physical

E911 Streets ☐Rivers ☐

Draw Layers

MAP Currency

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Harnett County, mapping, and software companies assume no legal responsibility for the information contained on this map or in this website.

Data Effective Date:

6/20/2002 3:03:46 PM

Current Date: 7/19/2002

Time: 3:39:37 PM

Received at: 4:49PM, 4/22/2002

File No. 306 04/22 '02 16:47 HOME

FAX: 1-800-484-1692

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THIS CONVEYANCE

2.6.97
 HARNETT COUNTY NC 02/06/97
 20
 RPB \$36.00
 STATE OF NORTH CAROLINA #36.00
 Real Estate
 Excise Tax

36.00

Excise Tax

BOOK 1188 PAGE 643-64

'97 FEB 6 PM 3 09

GAYLE P. HOLDER
 REGISTER OF DEEDS
 HARNETT COUNTY, NC

THIS INSTRUMENT PREPARED BY:
 DONALD C. HUDSON

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
 Verified by County on the day of
 by

Mail after recording to McGeachy & Hudson
 P. O. Box 747, Fayetteville, N. C. 28302

This instrument was prepared by Donald C. Hudson

Brief description for the Index
 Tract 5 J. W. BYRD SUBDIVISION

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 4th day of February, 1997, by and between

GRANTOR

GRANTEE

BOBBY RAY JOHNSON
 and wife,
 DOROTHY BURGAR JOHNSON

Route 4, Box 735 D
 Spring Lake, N. C. 28390

TIMOTHY MELVIN LOCKLEAR
 and wife,
 CAROLYN LOWERY LOCKLEAR

Route 1, Box 91-B
 Bunnlevel, N. C. 28323

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

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, 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 acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple certain lot or parcel of land situated in the County of Harnett, North Carolina and more particularly described as follows:

BEING all of Tract V on that map entitled "J. W. BYRD SUBDIVISION" Property of Bobby Ray Johnson and wife, Dorothy Burgar Johnson, recorded in Plat Book F, page 132-B of the Harnett County, North Carolina Register of Deeds.

Received at: 11:15AM, 6/17/2002

FILE NO. 375 06/17 '02 11:20 YD:HOME

FAX: 19104841692

PAGE 2

AND TO HOLD said Premises with all privileges and appurtenances thereto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses set forth.

Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any amounts or premiums thereon in whole or in part, all other sums on said Note and shall comply with the terms, conditions and covenants of this Deed of Trust, and this conveyance shall be null and void and may be cancelled of record at the request and expense of the Grantor. If, however, there shall be any default in the payment of any sums due under the Note, this Deed of Trust in any event instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in 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 or any other instrument securing the Note, then and in any such event, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the premises at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law under notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings. The costs of the sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of advertising, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advances and other sums expended by the Beneficiary according to the

trust and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$450.00, 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, including reasonable attorneys fees, and a partial commission on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee commences the right to foreclose; one-half (1/2) thereof after issuance of said notice; three-fourths (3/4) thereof after such hearing and the greater of the full commission or minimum sum after the initial sale.

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

1. 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, and in such companies and for such amounts, not less than 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 fire and other insurances, 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, or to 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 of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied in the debt secured if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. 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 pay such 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 principal of the Note secured by this Deed of Trust, and shall be payable upon demand of Beneficiary.

3. PROFITS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of collecting and collecting, to apply the remainder to the debt secured hereby.

4. 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 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 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.

5. 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 will comply with all governmental regulations respecting the Premises or their use, and that he will not commit or permit any waste.

6. INDEMNIFICATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. EASEMENTS. 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, 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:

as to easements, restrictions and right-of-ways of record, if any.

8. SUCCESSION 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 any other reason the Note desires to replace said Trustee, then the holder 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 be entitled to all rights, powers and duties of the Trustee.

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by law (other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of title of occupancy in the Premises; (ii) the creation of a purchase money trust for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing a purchase; (v) a transfer resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of divorce or legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of title of occupancy in the Premises; (ix) a transfer resulting from a judgment of a court of competent jurisdiction in a suit or proceeding brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold the Trustee or Beneficiary harmless from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due and shall be due and payable on demand.

10. ASSIGNMENT. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without making advances to perform such covenants or obligations, and all such sums on advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

11. WAIVER. Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

12. 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 fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

13. LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

14. REMARKS.

HARRITT COUNTY, N. C.
FILED DATE 6-26-97 TIME 3:09 PM
BOOK 1188 PAGE 645-646
REGISTER OF DEEDS

WITNESSETH, that the Grantor has hereunto set his hand and seal, and the Trustee, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by its Board of Directors, the day and year first above written.

(Corporate Name)

President

Secretary (Corporate Seal)

NORTH CAROLINA,

a Notary Public of the County and state aforesaid, certify that Timothy Melvin Locklear and wife, Carolyn Lowery Locklear

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 4th day of January, 1997.

My Commission expires: 2-22-97

NORTH CAROLINA,

a Notary Public of the County and state aforesaid, certify that

Use Black Ink Only

Timothy Melvin Locklear

Carolyn Lowery Locklear

CAROLYN LOWERY LOCKLEAR

(SFAI)

(SFAI)

(SFAI)

(SFAI)

Grantor,

Notary Public