

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

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

LANDOWNER: SIMPSON JOHN & MARY

Mailing Address: 126 CABIN GREEN LANE

City: CAMERON State: NC Zip: 28326

Phone #: 919-499-0777

APPLICANT: SAME AS ABOVE

Mailing Address: _____

City: _____ State: _____

Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1180

SR Name: PINEWOOD ROAD

Parcel: 03-9586-12-0042 PIN: 9586-12-7723

Zoning: RA 20 R Subdivision: BUFFALO EST SECI Lot #: 40 Lot Size: 1.31 AC

Flood Plain: X Panel: 150 Watershed: NA Deed Book/Page: 1544/517 Plat Book/Page: TAX MAP

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 27 WEST TURN RIGHT ON PINE WOOD ROAD

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 14x70) # of Bedrooms: 2 Garage: NA Deck: NA
Comments: _____
- Number of persons per household: 2 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: _____ Manufactured homes: 1 PROPOSED SWMH 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	137
Side	10	40
Nearest Building	10	NA
Rear	25	100+
Corner	20	NA

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 attached
Signature of Applicant CJO

9-12-02
Date

TO: EVMH " " Inspector
Note: Letter From Hal Owens attached
CJO

This application expires 6 months from the date issued if no permits have been issued #749 9-13 S

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

HAL OWEN & ASSOCIATES, INC

SOIL & ENVIRONMENTAL SCIENTISTS

P. O. Box 400, 266 Old Coats Road

Lillington, NC 27546

Phone (910) 893-8743 / Fax (910) 893-3594

E-mail: halowen@intrstar.net

3 April, 2001

Ms. Lee Brown
2675 Buffalo Lake Road
Sanford, NC 27330

Reference: Preliminary Soil Investigation
Pinewood Road Property - PIN #9586-12-7695.000 - 3 Lots: Total Area: 2.1 Acres

Dear Ms. Brown,

A preliminary soil investigation has been conducted at the above referenced property, located on the northern side of Pinewood Road (SR 1180), Barbeque Township, Harnett County, North Carolina. The purpose of the investigation was to determine each lot's ability to support a subsurface sewage waste disposal system and repair area for a typical three-bedroom home. All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment and Disposal, 15A NCAC 18A .1900." This report represents our professional opinion but does not guarantee or represent permit approval for any lot by the local Health Department. An improvement permit for all residences will need to be obtained from the Health Department that specifies the proposed home size and location, and the design and location of the septic system to be installed. It is our understanding that individual septic systems and public water supplies will be utilized at this site.

These lots were observed to be underlain by suitable soils for subsurface sewage waste disposal. These suitable soils were observed to be very friable loamy fine sands to greater than 42 inches and will support long term acceptance rates of 0.8 gal/day/sqft. It appears that the soils on each lot are adequate to support a conventional septic system and 100 % repair area for one three-bedroom residence.

I trust that this report provides the information that you require at this time. You should provide a copy of this report and map to Environmental Health with the mylar copies of the map for their sign off. If you have any questions or need additional information, please contact me at your convenience.

Sincerely,



Eric Thompson
Soil Scientist In Training II



Hal Owen
Licensed Soil Scientist



5-43 WA RF 20R

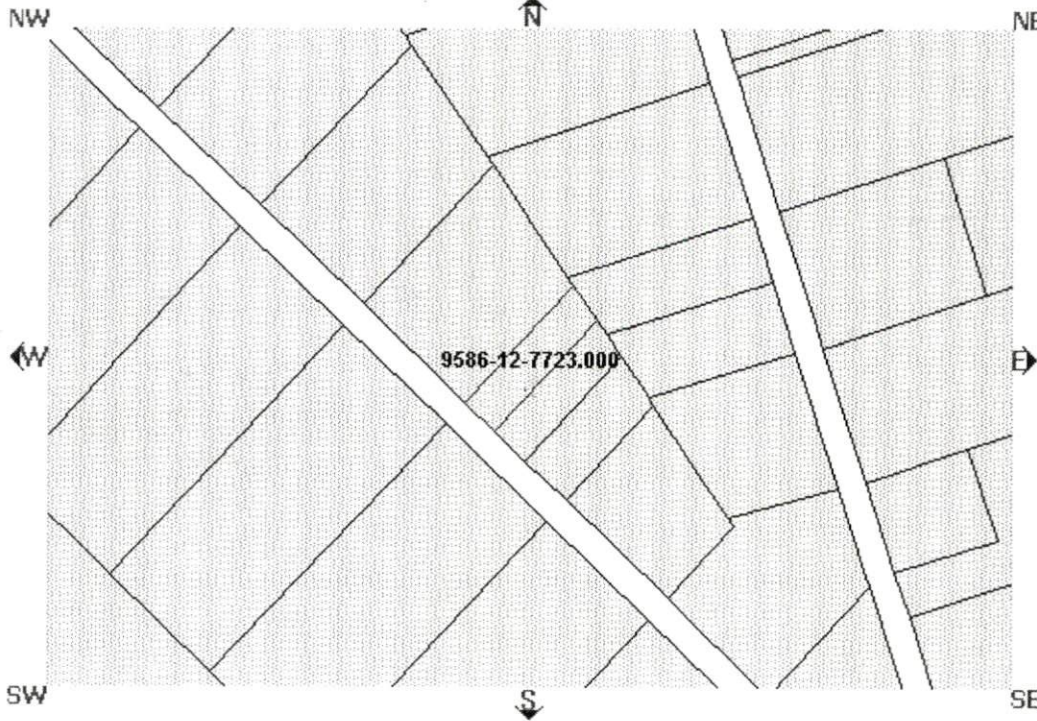


Click on the Map to:

ZoomIn
 ZoomOut
 Recenter Map
 Identify: Tax Parcels

Zoom Factor: 2X
 Radius Search (feet): 0

150



Map Layers

Draw Layers

Draw selected layers:

Boundary

- Commissioners Districts
- Fire
- Tax Parcels
- Townships
- Rescue
- Flood Zones
- Multi Symbol
- Census Tracts
- Precincts

Infrastructure

- Major Roads
- Water Pipes

Physical

- E911 Streets
- Rivers

Draw Layers

MAP Currency

Parcel Data

Find Adjoining Parcels

- Account Number:001400003679
- Owner Name: SIMPSON JOHN G & WIFE
- Owner/Address 1: SIMPSON MARY I &
- Owner/Address 2:
- Owner/Address 3: 126 CABIN CREEK LANE
- City,State Zip: CAMERON ,NC 283260000
- Commissioners District:
- Voting Precinct: 301
- Census Tract: 301
- Flood Zone: X
- Firm Panel: 37085C0150D
- In Town:
- Fire Ins. District: Spout_Springs
- School District:
- PIN: 9586-12-7723.000
- Parcel ID: 03958612 0042
- Legal 1:LOT#40 BUFFALO ESTS SEC I
- Legal 2:MAP#2002-1013
- Property Address: PINEWOOD (SR1180) RD X
- Assessed Acres: 1.31AC
- Calculated Acres: .67
- Deed Book/Page: 01544/0517
- Deed Date: 2001/10/02
- Revenue Stamps: \$ 46.00
- Year Built: 1000
- Building Value: \$0.00
- Land Value: \$4,020.00
- Assessed Value: \$4,020.00

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 data. Users of this map are her notified that the aforementioned public primary information sour 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 m or in this website.

Data Effective Date: **8/27/20**
4:10:36 PM
 Current Date: **9/12/2002**
 Time: **4:29:02 PM**

Initial Application Date: _____

Application # 5543

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: John + Mary Simpson Mailing Address: 126 Cabin Green Ln
City: Camier ON State: NC Zip: 28326 Phone #: 919-499-0777

APPLICANT: Same Mailing Address: _____
City: Same State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1180 SR Name: Pinewood Rd.

Parcel: _____ PIN: _____

Zoning: _____ Subdivision: _____ Lot #: _____ Lot Size: _____

Flood Plain: _____ Panel: _____ Watershed: _____ Deed Book/Page: _____ Plat Book/Page: _____

Specific
DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 West - Right on Pinewood
Lot 40

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 14 x 70) # of Bedrooms 2 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 _____

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 _____ 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	_____	_____	Rear	_____
Side	_____	_____	Corner	_____
Nearest Building	_____	_____		

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.

Mary Simpson
Signature of Applicant

9/12/02
Date

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

Harnett County - Property Description Inquiry



Functions Help



9/12/2002 4:25:53 PM

Location ID	23975
PARCEL NUMBER	03-9586-12- -0042- . . .
PIN	9586-12-7695.000
Location address	23975 *UNASSIGNED 03
Primary related party	RICHARDSON BILLY RAY

Property description

LOT#40 BUFFALO ESTATES SEC I
MAP#2001/415 .67 AC

OK Exit Cancel Rel party data

SATISFACTION: The debt secured by the within of Trust together with the notes secured thereby has been satisfied in full.

This the _____ day of _____

Signed: _____

FOR REGISTRY REGISTER OF DEEDS
KIMBERLY ARGROVE
HARNETT COUNTY, NC
2001 OCT 02 04:26:11 PM
BK: 1644 PG: 620-622 FEE: \$14.00
INSTRUMENT # 2001017044

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____

by _____

Mail after recording to REGINALD B. KELLY, REGINALD B. KELLY, 900 S. MAIN STREET, LILLINGTON, NC 27546

This instrument prepared by REGINALD B. KELLY, 900 S. MAIN STREET, LILLINGTON, NC 27546

Brief Description for the index

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 2nd day of October, 2001, by and between:

GRANTOR

JOHN G. SIMPSON AND WIFE,
MARY I SIMPSON
126 CAMDEN CREEK LANE
CAMERON, NC 28326

TRUSTEE

REGINALD B. KELLY

BENEFICIARY

GLADYS LEE BROWN
2675 BUFFALO LAKE ROAD
SANFORD, NC 27332

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, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Twenty Two Thousand Five Hundred and 00/100

Dollars (\$*****22,500.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is OCTOBER 18, 2006

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of SANFORD, BARBECUE Township,

HARNETT

County, North Carolina, (the "Premises") and more particularly described as follows:

BEING ALL OF LOT #40A CONTAINING .67 ACRE AND ALL OF LOT #40B CONTAINING .64 ACRE AS SHOWN ON SURVEY FOR PROPERTY OF BILLY R. RICHARDSON DATED FEBRUARY 2, 2001 BY JAMES R. ADAMS, PLS AND RECORDED IN MAP NUMBER 2001-421, HARNETT COUNTY REGISTRY.

provisions hereof and otherwise as required by the 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 \$ 1,500.00 whichever is greater, less 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 computed on five percent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half (½) thereof after issuance of said notice; three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the final 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 amounts, 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 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 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 principal of 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 to the debt secured hereby and 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. **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 principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.
 3. **ASSIGNMENTS 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 of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of relating and collection, to apply the remainder to the debt secured hereby.
 4. **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.
 5. **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 will comply with all governmental requirements respecting the Premises or their site, and that he will not commit or permit any waste.
 6. **CONDEMNATION.** 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 receive and 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 indebtedness due hereunder 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. **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 whatsoever, except for the exceptions hereinafter stated. Title to the property hereinafore described is subject to the following exceptions:

8. **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 any reason the holder of 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 succeed 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 operation of 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 rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant by tenancy to the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer when the spouse or children of the Grantor becomes an owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, 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 rights of occupancy in the Premises; without the prior written consent of Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.
10. **ADVANCEMENTS.** 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 obligation, make advances to perform such covenants or obligations, and all such sums so 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 from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.
11. **INDEMNITY.** If any suit or proceeding be 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 harmless and on demand reimburse Trustee or Beneficiary 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 after default and shall be due and payable on demand.
12. **WAIVERS.** 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 or this Deed 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.
13. **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 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.
14. **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.
15. **OTHER TERMS.**

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

ATTEST: _____ Secretary (Corporate Seal)

Use Black Ink Only

John G. Simpson (SEAL)
JOHN G. SIMPSON

Mary I. Simpson (SEAL)
MARY I SIMPSON

(SEAL)

(SEAL)

SEAL-STAMP NORTH CAROLINA, HARNETT County.

APRIL M. McLAMB Notary Public of the County and state aforesaid, certify that JOHN G. SIMPSON AND WIFE MARY I SIMPSON Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2nd day of October, 2001.

My Commission Expires: 7-29-06 *April M. McLamb* Notary Public

SEAL-STAMP NORTH CAROLINA, _____ County.

I, a Notary Public of the County and state aforesaid, certify that _____ personally appeared before me this day and acknowledged that _____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary, Witness my hand and official stamp or seal, this _____ day of _____.

Use Black Ink