

Initial Application Date: 10-16-02

156 Hannah Lori DR.

Application #01- 03-505737

COUNTY OF HARNETT LAND USE APPLICATION

Planning Department

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-7525

Fax: (910) 893-2793

LANDOWNER: Pine Grove Dev. Corp Address: 622 Buffalo Lake Rd.
City: SANFORD State: NC Zip: 27332 Phone #: 498-2201

APPLICANT: _____ Address: 156 HANNA LORI
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR # 24/27 SR Name: 24/27 West
Parcel: 09-9556-0064-15 PIN: 9565-48-8561
Zoning: RA 20R Subdivision: Wood bridge PHI Lot #: 32 Lot Size: 1.03 AC.
Flood Plain: X Panel: 150 Watershed: NA Deed Book/Page: 972/900 Plat Book/Page: 2001/1414

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 24-27 West - Turn Right on
Stovall Terrace- Left on HANNA LORI- Job @ END on Right.

PROPOSED USE:

- Sg. Family Dwelling (Size _____ x _____) # of Bedrooms _____ Basement _____ Garage _____ Deck _____
 - Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 - Manufactured Home (Size 27 x 76) # of Bedrooms 3 Garage NA Deck NA
- 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 _____
Sewer: Septic Tank/ Existing: YES NO County Other _____

Erosion & Sedimentation Control Plan Required? YES NO
Structures on this tract of land: Single family dwellings 0 Manufactured homes 1-Proposed. Other (specify) 0

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

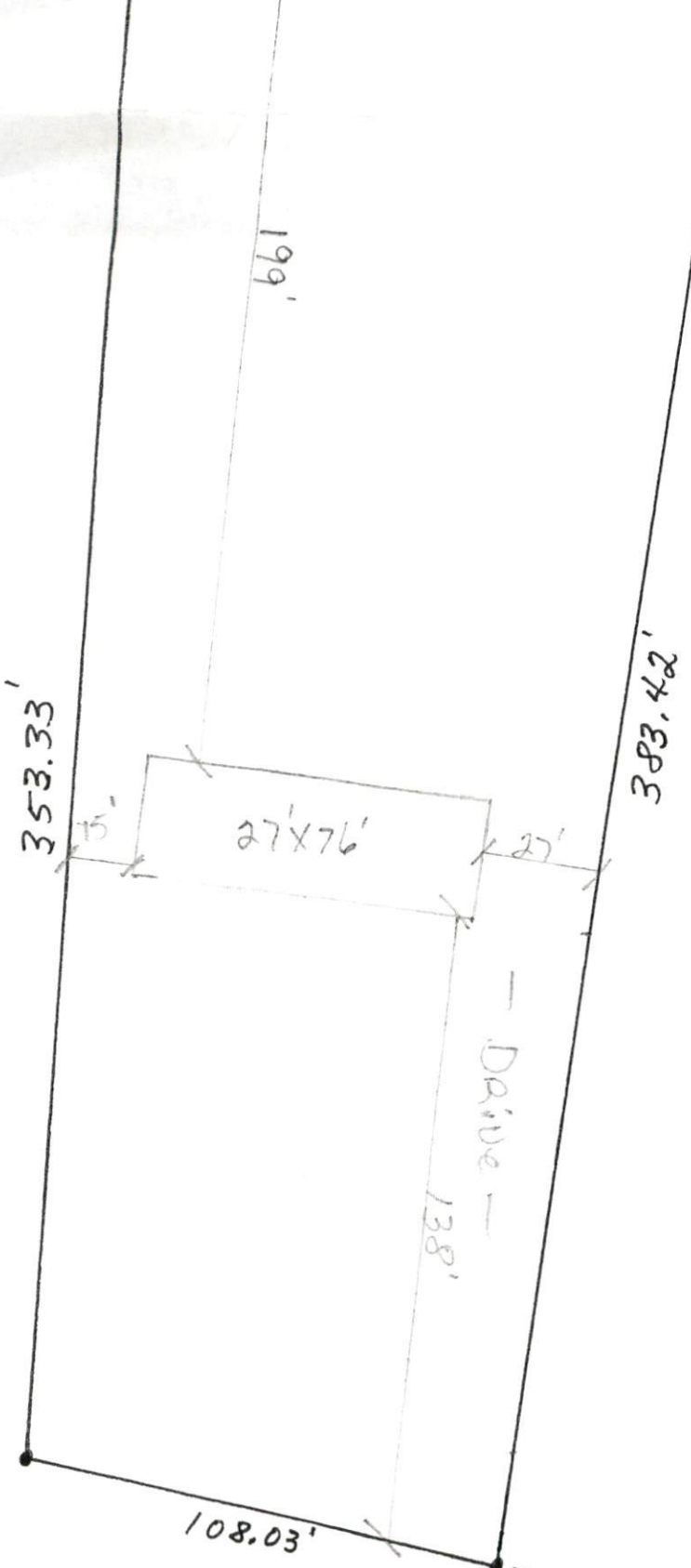
Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35'</u>	<u>138'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>15'</u>	Corner	<u>NA</u>
Nearest Building	<u>NA</u>	<u>NA</u>		<u>NA</u>

If all the above 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 standards submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

James D. Stovall
Signature of Applicant

10-16-02
Date

807 10/18 S



SITE PLAN APPROVAL
 DISTRICT RA20R USE _____
 #BEDROOMS 3
 Date 10-18-02 Jha
 Zoning Admin

(33)

Required Property Line Setbacks

	Minimum	Actual
Front	35'	136'
Side	40'	132'
Corner	20'	195'
Rear	25'	
Nearest Building	10'	

PINE GROVE DEV.
 LOT # 32 Woodbridge
 SCALE - 1" = 40'

AGREEMENT

This agreement made and entered into this 15 day of October, 2002 by and between Pine Grove Development Corp., 622 Buffalo Lake Rd., Suite A, Sanford NC 27332, hereinafter referred to as "Seller" and

Clarence A. Winspear Jr. and wife, Tina M. Winspear
of 143 College St. Bunnlevel NC 28323
(STREET) (CITY) (STATE) (ZIP)

hereinafter referred to as "Buyer" WITNESSETH:

1. For and in consideration of the mutual promises stated herein, the receipt and sufficiency of which is mutually acknowledged, Buyer and Seller agree respectively to purchase and sell that certain real property, known and described as:

A. All of that certain tract or parcel of land known and described as Lot No. 32 on map entitled Woodbridge, Phase I, Harnett County, North Carolina, Pine Grove Development Corp; recorded in the Register of Deeds office, Map Book 2001, page 1414, Harnett County, North Carolina.

B. Together with the dwelling placed thereon by Seller in accordance with the attached Plans (Exhibit A) and Specifications (Exhibit B) which are made a part hereof; said dwelling is manufactured by Redman Homes and known as the SJ81 model.

2. The consideration and purchase price is in the sum of \$ 111,223.00 and shall be paid as follows:

A. \$ 1,134.00 in earnest money with the delivery of this offer and held in escrow by Pine Grove Development Corp., until the sale is closed and shall be credited to the buyer and apploed as follows:

1,000 - 10-15-02
134 - 10-25-02.
\$ 1,134.00 origination fee.

B. \$ 111,223.00 the balance of the purchase price by bank check or money order (certified funds) (through loan proceeds) at closing.
If a DVA loan, this amount does not include the DVA funding fee (added to loan, if not included).

3. This agreement is contingent upon Buyer through total cooperative and expeditious exercise of his best efforts, being able to obtain a firm commitment for a DVA loan plus DVA funding fee on or before December 30, 2002 in the principal sum of \$ 113,448.00 for a term of 30 years at an interest rate not to exceed the available rate. In the event Buyer can not obtain loan commitment the earnest money will be refunded to the Buyer less credit report and appraisal fee. It is expressly agreed that not withstanding any other provision of this contract Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price exceeds the reasonable value of the property established by the Department of Veterans Affairs. Buyer shall however have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the DVA.

4. Ad valorem taxes on the real property for the current year shall be prorated between the parties at the time of closing.

5. Title to the premises shall be marketable fee simple, as insured at regular rates by a Title Insurance Company licensed to do business in the state of North Carolina, conveyed by General Warranty Deed free and clear of all liens and encumbrances excepting:

A. Restrictive Covenants entitled Declaration of Covenants, Conditions and Restrictions of Woodbridge Subdivision and made a part hereof,

B. Ad valorem taxes as stated in paragraph 4 and

C. Utilities Easements, permits and rights of way of record.

6. Buyer and Seller agree to use their best efforts to close the transaction on or before December 30, 2002. It is understood that time is not of the essence unless stated otherwise in this agreement.

B. That all encumbrances or assessments for pavings, sidewalks, water, or other existing improvements which are either pending, approved or assessed if any, shall be paid or cleared at closing by Seller and;

C. That there have been and will be at closing no unpaid improvements to the property within 120 days which might result in a material man's or laborer's lien.

9. That the residence thereon was a manufactured home and is delivered to Buyer subject to the warranties of said manufacturer, a copy of which is attached and made a part hereof as exhibit C and shall survive delivery of the Deed. In addition Seller warrants for the term of one year, the setup of home, the foundation free from cracks and/or settlement other than those tolerances normally acceptable to the industry and area, and the utility hookups, i.e. electrical and water.

10. Miscellaneous provisions:

(a) Seller shall furnish to Buyer, his agent or attorney any available information requested concerning title, survey, easements, loan information, etc., reasonably required for closing;

(b) Risk of loss from fire or other casualty shall be upon Seller prior to closing.

(c) This contract may not be assigned by Buyer without prior written consent of the Seller;

(d) In the event of conflict between the plans and specifications for the construction to be performed by Seller, written specifications shall prevail;

(e) This agreement shall be binding upon the respective heirs, administrators, executors and assigns of the parties and any dispute regarding such agreement shall be construed in accordance with the laws of North Carolina;

(f) Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require;

(g) The closing date is the responsibility of the Buyer in regard to prorations and payment;

(h) THIS AGREEMENT SHALL CONSTITUTE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES, AND ANY MODIFICATIONS OF CHANGE MUST BE IN WRITING AND EXECUTED BY THE PARTIES;

(i) Seller shall pay all costs of closing of title including: attorney's fees, title insurance, real estate tax, recording fees, miscellaneous mortgage company fees, etc. In addition Seller shall pay the first year's homeowner insurance premium and the required items, and tax escrow required by the lender. Buyer shall pay the 1% loan origination fee.

(j) In the event the contingency clauses of this agreement; i.e. mortgage approval, or appraisal are not met, Buyer shall be responsible for credit report fees of \$55.00 and appraisal fees of \$300.00, all other deposit monies shall be refunded to Buyer. Should all contingencies be met and Buyer not complete closing of title; all deposit monies shall be retained by Seller as liquidated damages.

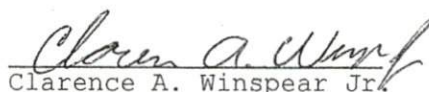
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this the date and year first above written intending to be legally bound.

SELLER

Pine Grove Development Corp.


James D. Stovall

PURCHASER(S)


Clarence A. Winspear Jr.


Tina M. Winspear