

SWMHA (A)  
new TANK

Initial Application Date: 12-18-02

Application # 1-5-6112

(Lot # 9A)

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: GARY KOESTER Mailing Address: 2041 Hwy 24  
City: Cameron State: NC Zip: 28326 Phone #: 919-498-0868

APPLICANT: same as above Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

PROPERTY LOCATION: SR #: 24 SR Name: Hwy 24  
Parcel: 09-9515-0185-16 PIN: 9515-15-6162  
Zoning: R120M Subdivision: Cam-L Properties Lot #: 9A Lot Size: 10.9 AC  
Flood Plain: ✓ Panel: 0150 Watershed: N/A Deed Book/Page: 930-849 Plat Book/Page: E-1150

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Take 27 To Johnsonville Turn Left  
go Approx 3 miles on Hwy 24 To heritage Village on LEFT  
SIDE 2ND DRIVE WAY ON LEFT PAST AUTO SALES PLACE  
You Can See Telephone Tower Telephone Tower is to the  
Et of Property

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 na Deck na
- Comments: \_\_\_\_\_
- Number of persons per household 2
- 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) SWMHA

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>	<u>25'</u>	<u>800+</u>
Side	<u>10'</u>	<u>20</u>	_____	_____
Nearest Building	<u>10'</u>	<u>600+</u>	_____	_____

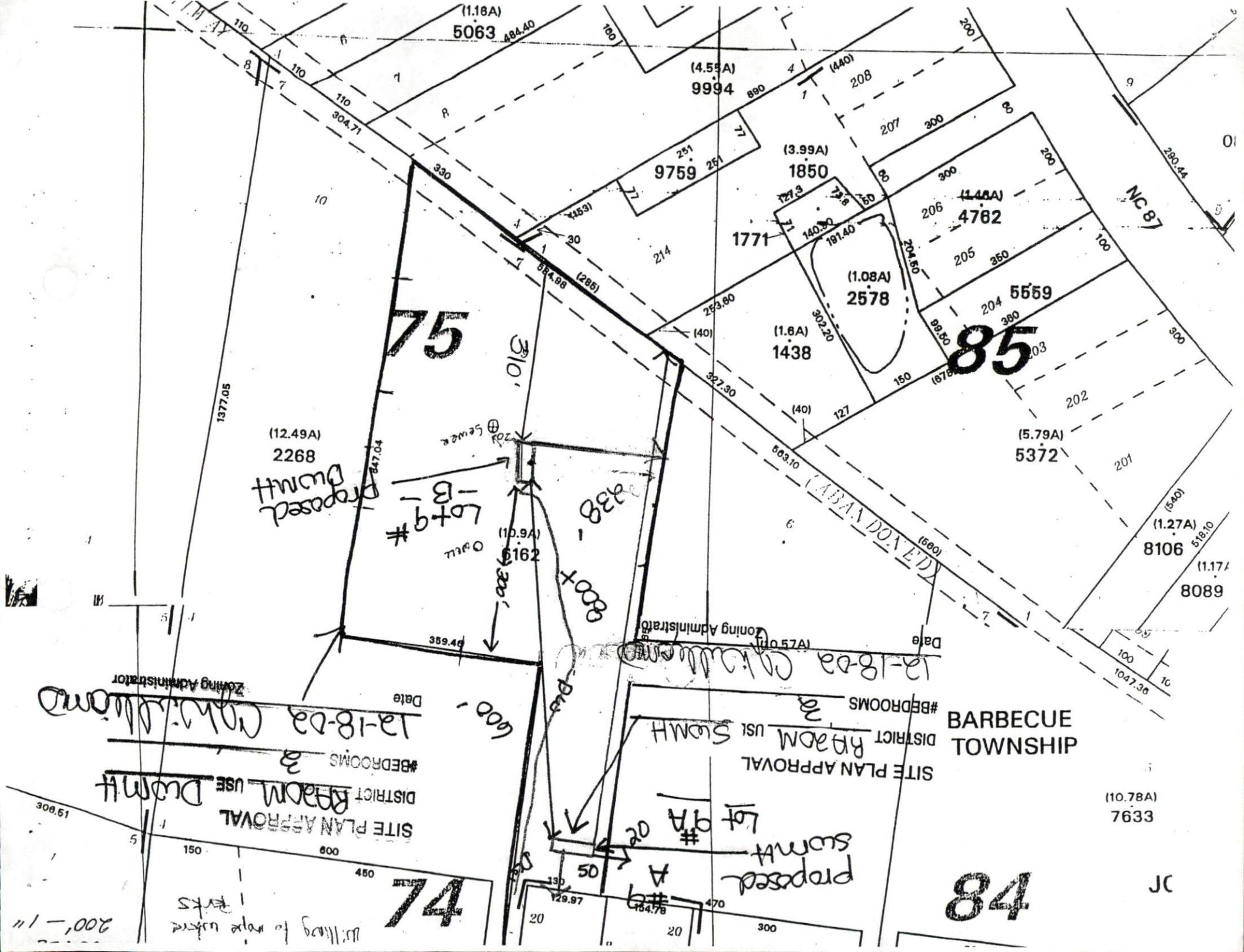
If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Gary Koester  
Signature of Owner or Owner's Agent

12-18-02  
Date

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

9512/275



75

85

74

84

(12.49A)  
2268

(4.59A)  
9994

(3.99A)  
1850

(1.48A)  
4782

(1.08A)  
2578

(1.6A)  
1438

(5.79A)  
5372

(1.27A)  
8106

(1.17A)  
8089

(10.78A)  
7633

Proposed  
DUMH

Lot #9

Proposed  
sumH

Proposed  
sumH

SITE PLAN APPROVAL  
DISTRICT B ROOM USE

SITE PLAN APPROVAL  
DISTRICT B ROOM USE

BARBECUE  
TOWNSHIP

ABANDONED

Zoning Administrator

Zoning Administrator

Willing to make adjustments

200' - 1"

12-18-02 C.A. Williams

12-18-02 C.A. Williams

Date

Date

Sewer

Outlet

359.48

310.01

(10.9A)  
6162

514.98 (286)

253.60

327.30

503.10

(58)

100  
1047.30  
10

1377.05

10

800

450

130

29.97

154.78

20

300

459

214

1771

121.3

140.30

181.40

204.60

206

205

350

204

380

203

202

201

(540)

518.10

100

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JC

NC 87

(1.18A)  
5063 484.40

110

110

110

304.71

330

100

890

4

(440)

208

207

300

200

280.44

01

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518.10

(1.17A)

8089

100

10

1047.30

10

5

(10.78A)

7633

5

JC



SCALE 200'-1"

Willing to make water tanks

74

84

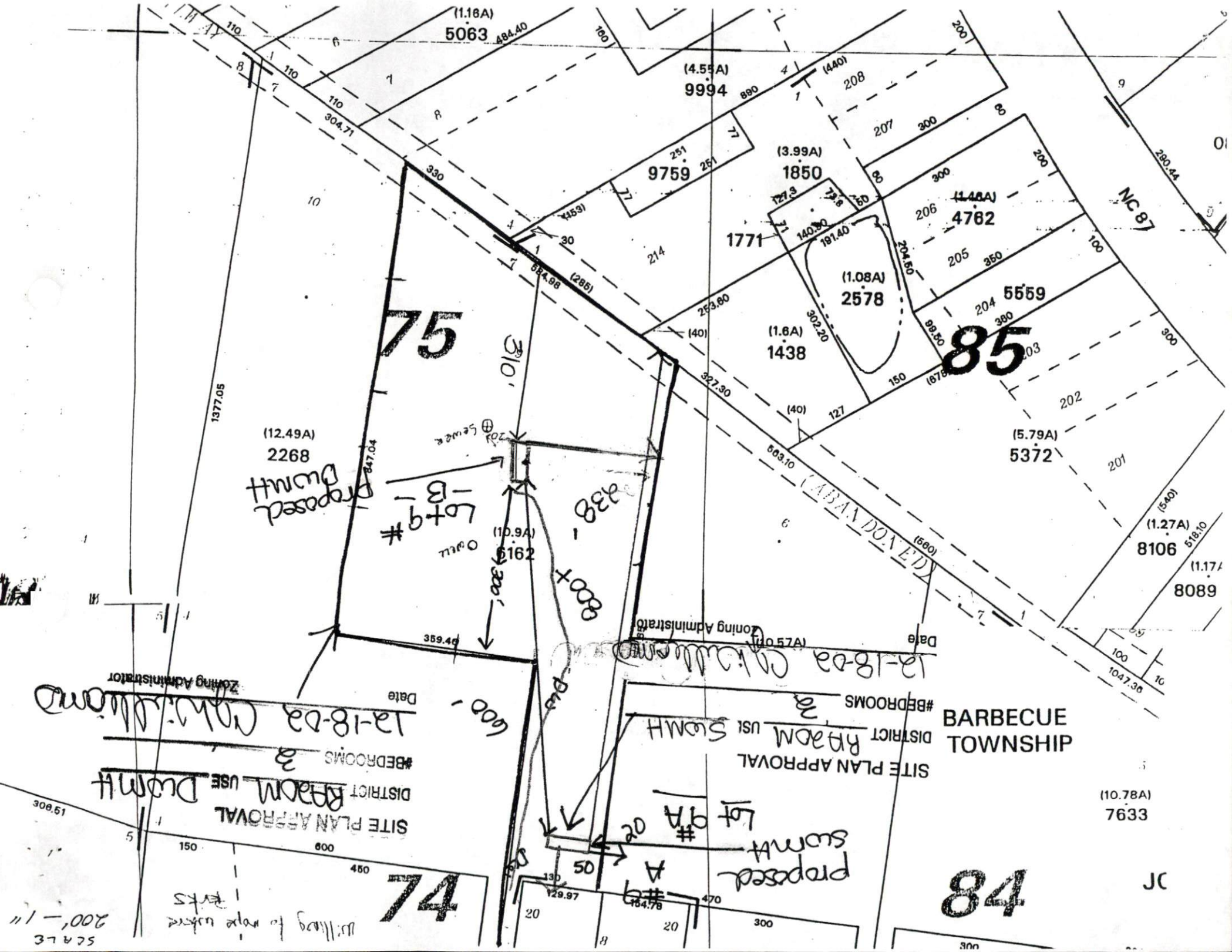
SITE PLAN APPROVAL  
 DISTRICT BROOM USE DUMPT  
 #BEDROOMS 3  
 12-18-02 C.A. Williams  
 Zoning Administrator  
 Date

SITE PLAN APPROVAL  
 DISTRICT BROOM USE SWMT  
 #BEDROOMS 3  
 12-18-02 C.A. Williams  
 Zoning Administrator  
 Date

BARBECUE TOWNSHIP

(10.78A) 7633

JC



Proposed DUMPT

Lot #9

Lot #10

CABAN DONATED

75

85

74

84

(12.49A) 2268

(1.8A) 1438

(1.08A) 2578

(5.79A) 5372

(1.27A) 8106

(1.17A) 8089

(4.55A) 9994

(3.99A) 1850

(1.48A) 4782

5559

(1.18A) 5063

9759

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4782

NC 87

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(285)

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293.80

(1.8A) 1438

(40)

150

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202

201

(540)

(1.17A) 8089

100 10  
1047.30

Zoning Administrator Date

#BEDROOMS 3

SITE PLAN APPROVAL  
DISTRICT BROOM USE SWMT

BARBECUE TOWNSHIP

(10.78A) 7633

JC

74

84

(12.49A) 2268

(1.8A) 1438

(1.08A) 2578

(5.79A) 5372

(1.27A) 8106

(1.17A) 8089

(4.55A) 9994

(3.99A) 1850

(1.48A) 4782

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(1.18A) 5063

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NC 87

1377.05

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(285)

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293.80

(1.8A) 1438

(40)

150

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201

(540)

(1.17A) 8089

100 10  
1047.30

Zoning Administrator Date

#BEDROOMS 3

SITE PLAN APPROVAL  
DISTRICT BROOM USE SWMT

BARBECUE TOWNSHIP

(10.78A) 7633

JC

74

84



WITNESSETH: That the Grantor, for and in consideration of the sum of ---Ten--- Dollars and other good and valuable considerations to him in hand and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Johnsonville Township, Harnett County, North Carolina, described as follows:

See attachment "A" and "B".

FILED

BOOK 930 PAGE 849-851

'91 MAR 8 AM 9 23

GAYLE P. HOLDER  
REGISTER OF DEEDS  
HARNETT COUNTY, NC



**REGISTERED**

TRANSFER RECORDED IN THE  
OFFICE OF HARNETT COUNTY  
TAX SUPERVISOR  
Parcel 09-9575-0185-01  
ON ID # 01-0547-0046  
BY BN

Spout Springs Farms  
Melrose W. Williams and Husband, P.M. Williams 924 326-328  
874 747-749



The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever. The Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exception above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons forever. In witness whereof, the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter. The Grantor has caused this deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST: Beth H. Guerrero  
Secretary

By: Charles F. [Signature]  
President

STATE OF NORTH CAROLINA Lee COUNTY.  
I, Sandra Weldon, a notary public, do hereby certify that Beth H. Guerrero  
this day and acknowledged that he is Secretary of Atco Corporation  
and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its  
President, sealed with its corporate seal, and attested by himself as its Secretary.  
In witness my hand and official seal this the 7th day of March, 1991.  
Commission expires: 3-27-95 Sandra Weldon



STATE OF NORTH CAROLINA, Harnett COUNTY.  
The foregoing certificate(s) of Sandra Weldon Notary of Lee Co  
is (are) certified to be correct. This instrument was presented for registration this 8 day of March, 1991,  
at 9:23 A.M., and duly recorded in the office of the Register of Deeds of Harnett County,



seconds West 99.73 feet to a nail. North 73 degrees 47 minutes 14 seconds West 99.89 feet to a nail, North 71 degrees 1 minutes 36 seconds West 99.8 feet to a nail, North 69 degrees 48 minutes 44 seconds West 99.34 feet to a nail, North 7 degrees 42 minutes 45 seconds West 99.88 feet to a nail, North 65 degrees 39 minutes 16 seconds West 99.94 feet to an iron set, North 63 degrees 41 minutes 53 seconds West 99.10 feet to a nail, North 61 degrees 56 minutes 40 seconds West 99.97 feet to a nail, North 59 degrees 37 minutes 51 seconds West 99.57 feet to a nail, North 57 degrees 50 minutes 40 seconds West 291.13 feet to an iron set and thence North 57 degrees 43 minutes 24 seconds West 475.42 feet to an iron set, thence leaving said right-of-way running North 12 degrees 00 minutes 31 seconds East 2347.45 feet to an iron found; thence North 12 degrees 30 minutes East 261.53 feet to an iron; thence North 12 degrees 24 minutes 27 seconds East 115.19 feet to an iron; thence North 12 degrees 20 minutes 03 seconds East 326.60 feet to an iron; thence North 12 degrees 17 minutes 19 seconds East 292.48 feet to an iron; thence North 11 degrees 55 minutes 42 seconds East 201.69 feet to a concrete monument in the center line of the Atlantic Coast Line Railroad (Abandoned) 80 foot right-of-way; thence along the said railroad right-of-way running South 31 degrees 30 minutes 56 seconds East 200.92 feet to an iron; thence South 36 degrees 26 minutes 07 seconds East 140.59 feet; thence South 40 degrees 27 minutes 28 seconds East 158.70 feet to an iron; thence South 46 degrees 55 minutes 12 seconds East 222.15 feet to an iron; thence South 48 degrees 45 minutes 09 seconds East 277.78 feet to an iron; thence South 48 degrees 38 minutes 24 seconds East 1444.08 feet to an iron and thence leaving the railroad right-of-way running South 13 degrees 53 minutes 00 seconds West 2686.62 feet to the point of beginning, containing 146.34 acres, more or less as shown on map entitled "Survey for Atco Corporation" dated November 30th, 1989 as prepared by Mitchell W. Cole, R. L. S.

PARCEL NO. 01-0547-0046

The above property is conveyed subject to the reservation of mineral rights which are retained by Weyerhaeuser Company as stated in that deed recorded in Book 751, Page 516-620, Harnett County Registry, and further, said hereinabove described property is also subject to those boundary agreements, rights of ways of record that appear in said deed recorded in Book 751, Page 516-520, Harnett County Registry.

Subject to all Easements of Record.

the Atlantic Coastline Railroad, N. 54 degs. 36 mins. 04 secs. W. 5010.39 feet to a found iron pipe; thence S. 08 degs. 00 mins. 48 secs. W. 2686.78 feet to a point in the northern right of way of N. C. Highway 24; thence S. 08 degs. 00 mins. 48 secs. W. 30.00 feet to a point in the centerline of N. C. Highway 24; thence with the centerline of N. C. Highway 24, S. 82 degs. 25 mins. 59 secs. E. 3517.36 to a point; thence N. 85 degs. 06 mins. 55 secs. E., having a radius of 874.03 feet, a chord distance of 376.92 feet, and an arc distance of 379.90 feet to a point; thence N. 72 degs. 39 mins. 28 secs. E. 661.40 feet to a set pk nail in the centerline of the Atlantic Coastline Railroad; thence with the centerline of the Atlantic Coastline Railroad, N. 54 degs. 36 mins. 03 secs. W. 37.70 feet to the point of BEGINNING, containing 155.81 acres, more or less, as shown on a survey entitled "Survey for Atco Corporation" dated August 6, 1990, revised September 17, 1990, by Bracken & Associates. Reference to said survey being hereby made for a more perfect description.

PARCEL NO. 09-9575-0185

These tracts subject to all Easements of Record.

HARNETT COUNTY, N. C.

FILED DATE 3-8-91

TIME 9:28 AM

BOOK 930

PAGE 849-851

REGISTER OF DEEDS  
GAYLE P. HOLDER





Prepared By:  
JANET ORONA

TYPE OF LOAN  
PREPARED BY: Ymt Chow  
AFTER RECORDING RETURN TO:  
OAKWOOD ACCEPTANCE CORPORATION  
7800 McCLOUD ROAD  
GREENSBORO, NORTH CAROLINA 27409

HARNETT ( NC  
Book 1400  
Pages 0036-0044  
FILED 9 PAGE(S)  
02/10/2000 4:38 PM  
KIMBERLY S. HARGROVE  
Register Of Deeds

[Space Above This Line For Recording Data]

AP# 623825  
LN# 213792-5

# DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 10, 2000. The grantor is GARY E KOESTER and DARLENE C KOESTER, husband and wife, as joint tenants

("Borrower"). The trustee is TIMOTHY P. DAVIS,

7800 MCCLOUD RD, GREENSBORO, NC 27425-7081  
("Trustee"). The beneficiary is OAKWOOD ACCEPTANCE CORPORATION

which is organized and existing under the laws of NORTH CAROLINA, and whose address is 7800 MCCLOUD ROAD, GREENSBORO, NC 27409-9634

Fifty Eight Thousand Three and 81/100

("Lender"). Borrower owes Lender the principal sum of Dollars (U.S. \$ 58,003.81).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in Harnett County, North Carolina: SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

LOT 9 AS SHOWN ON MAP ENTITLED "CAM-L PROPERTIES, INC.-SECTION TWO", DATED APRIL 29, 1991, PREPARED BY BRACKEN & ASSOCIATES, AND RECORDED IN PLAT CABINET #, SLIDE 115-C, HARNETT COUNTY REGISTRY.

which has the address of HARNETT COUNTY

[City], North Carolina

[Street]  
[Zip Code] ("Property Address"):





referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.



that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 1.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.**

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.**

If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.**

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve



insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.



Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower shall pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but



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Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

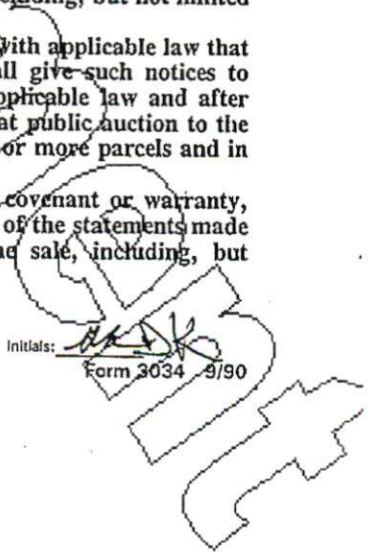
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**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but





22. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument without charge to Borrower. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any cancellation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] MFD HOME & CONSTR LOAN RIDER
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_ (Seal) \_\_\_\_\_  
 GARY E KOESTER -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_  
 DARLENE C KOESTER -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_  
 \_\_\_\_\_ -Borrower

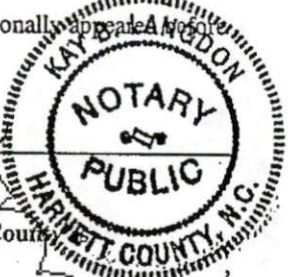
STATE OF NORTH CAROLINA, *Harnett*  
 I, Kay B. Langdon  
 of the County of Harnett  
 GARY E KOESTER and DARLENE C KOESTER

County ss: \_\_\_\_\_, a Notary Public  
 \_\_\_\_\_, State of North Carolina, do hereby certify that

me this day and acknowledged the due execution of the foregoing instrument.  
 Witness my hand and official seal this *2nd 10<sup>th</sup>* day of February, 2000

My Commission Expires: 8-27-2002

*Kay B. Langdon*  
 Notary Public



STATE OF NORTH CAROLINA, *Harnett*  
 The foregoing certificate of *Kay B. Langdon*  
 a Notary Public of the County of *Harnett*  
 certified to be correct.

This *10<sup>th</sup>* day of February, 2000. *Kimberly S. Hargrove*  
 Registrar of Deeds

By *Edmura McLean*  
 Deputy Assistant



MANUFACTURED HOME AND CONSTRUCTION LOAN RIDER TO THE MORTGAGE,  
DEED OF TRUST OR OTHER SECURITY INSTRUMENT

THIS MANUFACTURED HOME AND CONSTRUCTION LOAN RIDER is made this 10 day of FEBRUARY, 2000 and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Promissory Note to Oakwood Acceptance Corporation (the "Note Holder") of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

See Attached Exhibit A (Legal Description)

1.  DESCRIPTION OF REAL PROPERTY. The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as hereinbelow described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

Make: Homes by Oakwood

Model: FREEDOM

No Certificate of Title has been issued  Certificate of Title No: \_\_\_\_\_

2.  MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY. The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

No Certificate of Title has been issued  Certificate of Title No: \_\_\_\_\_

3. ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME.

If Paragraph 1 has been marked and completed, Borrower(s) agree to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenants that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take action, or fail to take any action, which would result in a change in such status.

4. FUTURE ADVANCES. This Security Instrument shall secure all funds now and hereafter advanced by Lender to or for the benefit of Borrower(s), as contemplated by the terms and provisions of the Note and the Construction Loan Agreement (if applicable), not to exceed the Maximum Amount of Principal set forth in the Note, namely \$58,003.81

5. CONSTRUCTION LOAN AGREEMENT. If Borrower(s) and Lender have entered into and executed contemporaneously herewith a "Construction Loan Agreement", Borrower(s) agrees to comply with the terms and provisions of the Construction Loan Agreement which is incorporated herein by this reference and made a part of this Security Instrument. The Construction Loan Agreement provides for the construction of certain improvements ("Improvements") on the Property. All advances made by Lender pursuant to the Construction Loan Agreement shall



be an indebtedness of Borrower(s) secured by this Security Instrument as amended. The Security Instrument secures the payment of all sums and performance of all covenants required by the Lender in the Construction Loan Agreement. Upon the failure of Borrower(s) to keep and perform all covenants required by the Lender in the Construction Loan Agreement, the principal sum and all interest and other charges provided for in the Note and related loan documents and secured hereby shall, at the option of the Lender, become due and payable. Improvements to protect the security of this Security Instrument, up to the Maximum Amount of Principal of the Note, shall be treated as disbursements pursuant to the Note and Construction Loan Agreement (if applicable). All such sums shall bear interest from the date of disbursement at the rate or rates stated in the Note.

**7. ASSIGNMENT OF RIGHTS OR CLAIMS.** From time to time as Lender deems necessary to protect Lender's interest, Borrower(s) shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

**8. BREACH BY BORROWER(S) OF CONSTRUCTION LOAN AGREEMENT.** In case of breach by Borrower(s) of the covenants and conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (a) may invoke any of the rights or remedies provided in the Construction Loan Agreement, or (b) may accelerate the sums secured by this Security Instrument and invoke any of those remedies provided for in this Security Instrument, or (c) may do both although failure to exercise any of its rights and remedies at any one time does not mean a waiver.

**9. TERMINATION OF CONSTRUCTION LOAN AGREEMENT UPON COMMENCEMENT OF PERMANENT FINANCING AMOUNT.** After completion of all construction, disbursement of all loan proceeds and the commencement of amortization of the "Permanent Financing Amount" under the Note, the terms of the Construction Loan Agreement shall be null and void, and there shall be no claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this Security Instrument.

**10. SECURITY AGREEMENT AND FINANCING STATEMENT.** This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable State laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

**11. RESPONSIBILITY FOR IMPROVEMENTS.** Lender shall not be responsible for the improvements or their completion and shall not in any way be considered a guarantor of performance by person or party providing or effecting such improvements.

**12. TRANSFER OF NOTE AND SECURITY INSTRUMENT.** In the event Lender sells, transfers, and assigns all or some of Lender's right, title and interest therein to the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, or in any event upon the execution by Lender of an affidavit to such effect, the provisions of paragraphs 4 through 7 hereof shall have no further force and effect.



13. MISCELLANEOUS. The following paragraphs of the Security Instrument are deleted and are of no force and effect, unless: (i) Note Holder sells, transfers and assigns all or some of its right, title and interest under the Note and Security Instrument to the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, (ii) unless the Note Holder executes an affidavit to the effect that such paragraphs or portion thereof are effective, or (iii) the provisions of such paragraphs are required pursuant to the laws of the State where the Property is located (as distinguished from the requirements of the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association): paragraphs 2, 18 and the provisions of paragraph 21 relating to Borrower's right to cure and reinstate.

14. INVALID PROVISIONS. If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

Executed this 10th day of February, 2000.

Mary E Keaton (Seal)

Darlene C. Kresser (Seal)

Mary E Keaton Borrower

\_\_\_\_\_ Borrower

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ Borrower

\_\_\_\_\_ Borrower

HARNETT COUNTY, NORTH CAROLINA  
FILED DATE 2-10-2000 TIME 4:38 P.M.  
BOOK 1400 PAGE 36-44  
REGISTER OF DEEDS  
KIMBERLY S. HARGROVE

Unrecorded