

Initial Application Date: 10-1-01

Revision by (C) 2-1-02

Application # 01-5-3109

COUNTY OF HARRNETT LAND USE APPLICATION

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

LANDOWNER: Thomas G. Beasley Mailing Address: 9648 US 401 N
City: Ferguson - Virginia State: NC Zip: 27526 Phone #: 919-552-5095

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

PROPERTY LOCATION: SR #: Hwy 401 SR Name: Hwy 401
Parcel: 08-065A-0078 PIN: 0654-65-0267
Zoning: RA30 Subdivision: _____
Flood Plain: X Panel: 50 Watershed: IV Deed Book/Page: 09560348 Lot #: _____ Lot Size: 26.678 AC
Map Book/Page: Jan Map

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Go 401 north to Chalybeate Springs
Pass Chalybeate Store First drive on Right. (9648 sign at drive)

Modular

PROPOSED USE:
 Sg. Family Dwelling (Size 52 x 72) # of Bedrooms 3 # Baths 2 1/2 Basement (w/wo bath) yes Garage _____ Deck 6x44
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____
Comments: _____
 Number of persons per household 3 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 _____

included in total size

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 1 Manufactured homes 1 Other (specify) (1) stick bars (2) existing bars

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>840' 40'</u> | Rear | <u>25'</u> <u>100' 54.2</u> |
| Side | <u>10'</u> | <u>290' 41'</u> | Corner | <u>---</u> |
| Nearest Building | <u>10'</u> | <u>140' NA</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 on plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Thomas G. Beasley
Signature of Applicant

10-1-01
Date

Revision by (C) 2-1-02

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

IMPROVEMENT PERMIT

Be it ordained by the Harnett County Board of Health as follows: Section III, Item B. "No Person shall begin construction of any building at which a septic tank system is to be used for disposal of sewage without first obtaining a written permit from the Harnett County Health Department."

Name: (owner) Thomas G Beasley

New Installation Septic Tank

Property Location: SR# 401N

Repairs Nitrification Line

Subdivision _____ Lot # _____

Tax ID # _____ Quadrant # _____

Number of Bedrooms Proposed: 3 Lot Size: 26 acres

Basement with Plumbing: Garage:

Water Supply: Well Public Community

Distance From Well: 50' ft.

Following is the minimum specifications for sewage disposal system on above captioned property. Subject to final approval.

Type of system: Conventional Other _____

Size of tank: Septic Tank: 1000 gallons Pump Tank: _____ gallons

Subsurface Drainage Field No. of ditches 2 exact length of each ditch 150 ft. width of ditches 3 ft. depth of ditches 18-22 in.

French Drain Required: _____ Linear feet

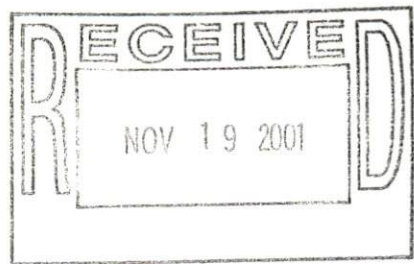
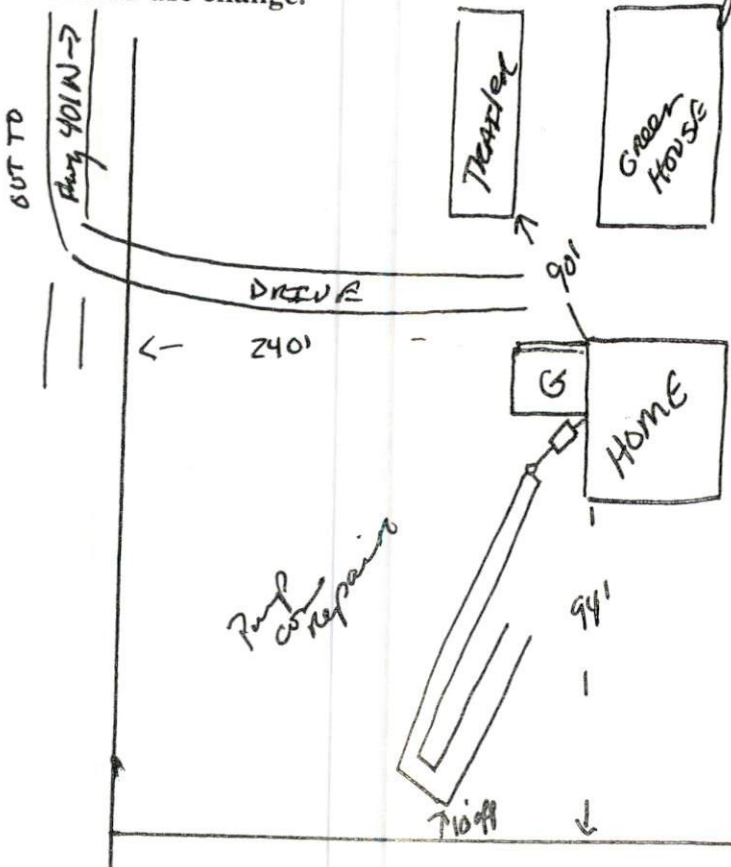
This permit is subject to revocation if site plans or intended use change.

Date: 11-19-01

Signed: Jana E. Mantel
Environmental Health Specialist

**Maintain all setbacks!*

**Contractor to MEET ON SITE Prior to INSTALLATION!*



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Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Thomas G. Beasley Mailing Address: 9648 US 401 N
City: Ferguson - Virginia State: NC Zip: 27526 Phone #: 919-552-5095

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

PROPERTY LOCATION: SR #: HWY 401 SR Name: HWY 401
Parcel: 08-065A-0078 PIN: 0654-65-0267
Zoning: RA30 Subdivision: _____ Lot #: _____ Lot Size: 26.678A
Flood Plain: X Panel: 5C Watershed: IV Deed Book/Page: 0956/0318 Plat Book/Page: JUL 1991

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Go 401 north to Chalybeate Springs
Pass Chalybeate store First drive on right. (9648 sign at drive)

Modular

PROPOSED USE:
 Sg. Family Dwelling (Size 52 x 72) # of Bedrooms 3 # Baths 2 1/2 Basement (w/wo bath) _____ Garage _____ Deck 6x44
 Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
 Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____
Comments: _____ included in total size
 Number of persons per household 3 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 (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) (1) stick barns (2) existing barns
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>840'</u> | Rear | <u>25'</u> <u>100'</u> |
| Side | <u>10'</u> | <u>270'</u> | Corner | _____ |
| Nearest Building | <u>10'</u> | <u>140'</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.

Thomas G. Beasley
Signature of Applicant

10-1-01
Date #986 10-9-01

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Initial Application Date: 10-1-01

Application # 01-5-3109

COUNTY OF HARRNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: Thomas G. Borsley Mailing Address: 9648 US 401 N
City: Fayetteville - VA State: NC Zip: 27526 Phone #: 919-552-5095

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

PROPERTY LOCATION: SR #: Hwy 401 SR Name: Hwy 401
Parcel: 08-065A-0078 PIN: 0654-65-0267
Zoning: RA30 Subdivision: _____ Lot #: _____ Lot Size: 26.678 AC
Flood Plain: X Panel: 50 Watershed: IV Deed Book/Page: 0956/0348 Plat Book/Page: Map

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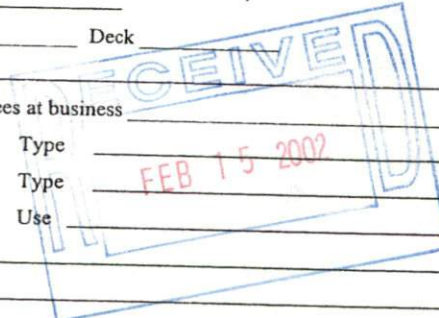
Modular

PROPOSED USE:

- Sg. Family Dwelling (Size 59 x 72) # of Bedrooms 3 # Baths 2 1/2 Basement (w/wo bath) yes Garage _____ Deck 6x44
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____

included in total size

- Comments: _____
- Number of persons per household 3 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 (No. dwellings _____) Other _____

Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other _____

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| Side | <u>10'</u> | <u>290' 41'</u> | _____ | _____ |
| Nearest Building | <u>10'</u> | <u>ADONA</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 on plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Thomas G. Borsley
Signature of Applicant

10-1-01
Date

Revision by CM
2-1-02

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

| COURSE | BEARING | DISTANCE |
|--------|--------------|----------|
| L1 | S 85°56'39"E | 28.78' |
| L2 | S 85°56'39"E | 1.23' |
| L3 | N 84°52'44"W | 30.00' |
| L4 | N 04°52'06"E | 13.91' |
| L5 | N 04°52'06"E | 3.12' |
| L6 | S 85°34'32"E | 4.84' |
| L7 | S 03°37'55"W | 3.09' |
| L8 | N 85°56'39"W | 4.91' |
| L9 | N 06°23'38"E | 22.25' |
| L10 | S 83°56'27"E | 636.01' |
| L11 | S 85°56'39"E | 397.94' |

CERTIFICATION OF OWNERSHIP, DEDICATION AND JURISDICTION
 (I/WE) HEREBY CERTIFY THAT I/AM (WE/ARE) THE OWNER(S) OR AGENT OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I/WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY/OUR FREE CONSENT, ESTABLISH THE BIRTHDAY BUILDING SETBACK LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED, AND ALL OF THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF HARNETT COUNTY EXCEPT:

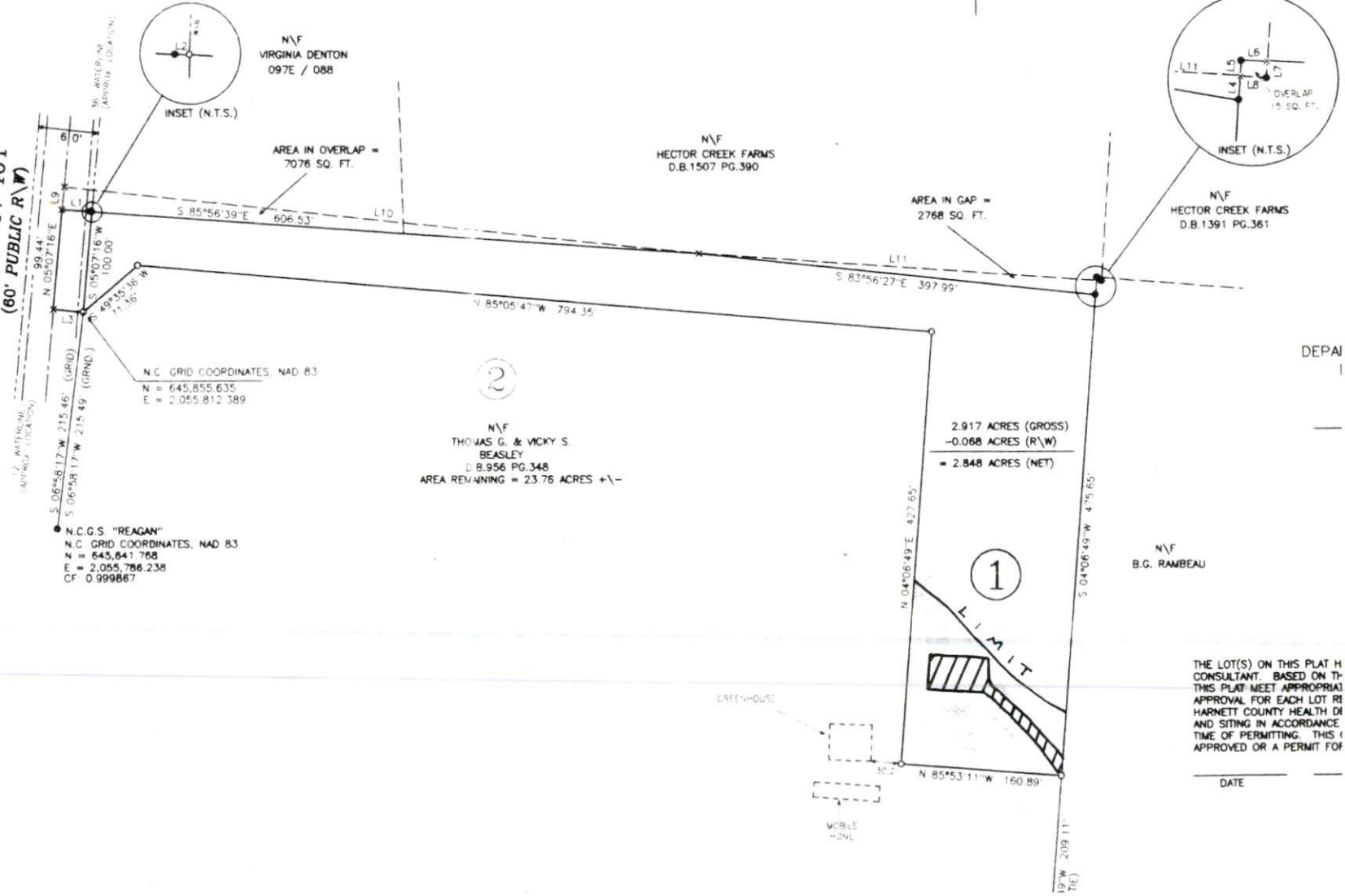
DATE _____ 20____
 TAX PARCEL ID NUMBER _____
 OWNER _____
 OWNER _____

STATE OF NORTH CAROLINA
 COUNTY OF _____
 I, _____
 COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS AFFIXED MEETS ALL STATUTORY REQUIREMENTS

Drawn under
 my supervision,
 includes and
 at _____
 SEAL
 L-3247
 JAMES S. W. MAULDIN
 LAND SURVEYOR
 No. L-3247
 or No. L-3247, Certify to one of
 creates a subdivision of land within the
 is located in such portion of a county or
 is an ordinance that regulates parcels of
 existing parcel or parcels of, and
 other category, such as the recombination
 survey or other exception to the definition
 his surveyor is such that I am unable to
 of my professional ability as to
 I do above.
 Surveyor No. L-3247



U.S. HWY. 401
 (60' PUBLIC R/W)



DATE _____

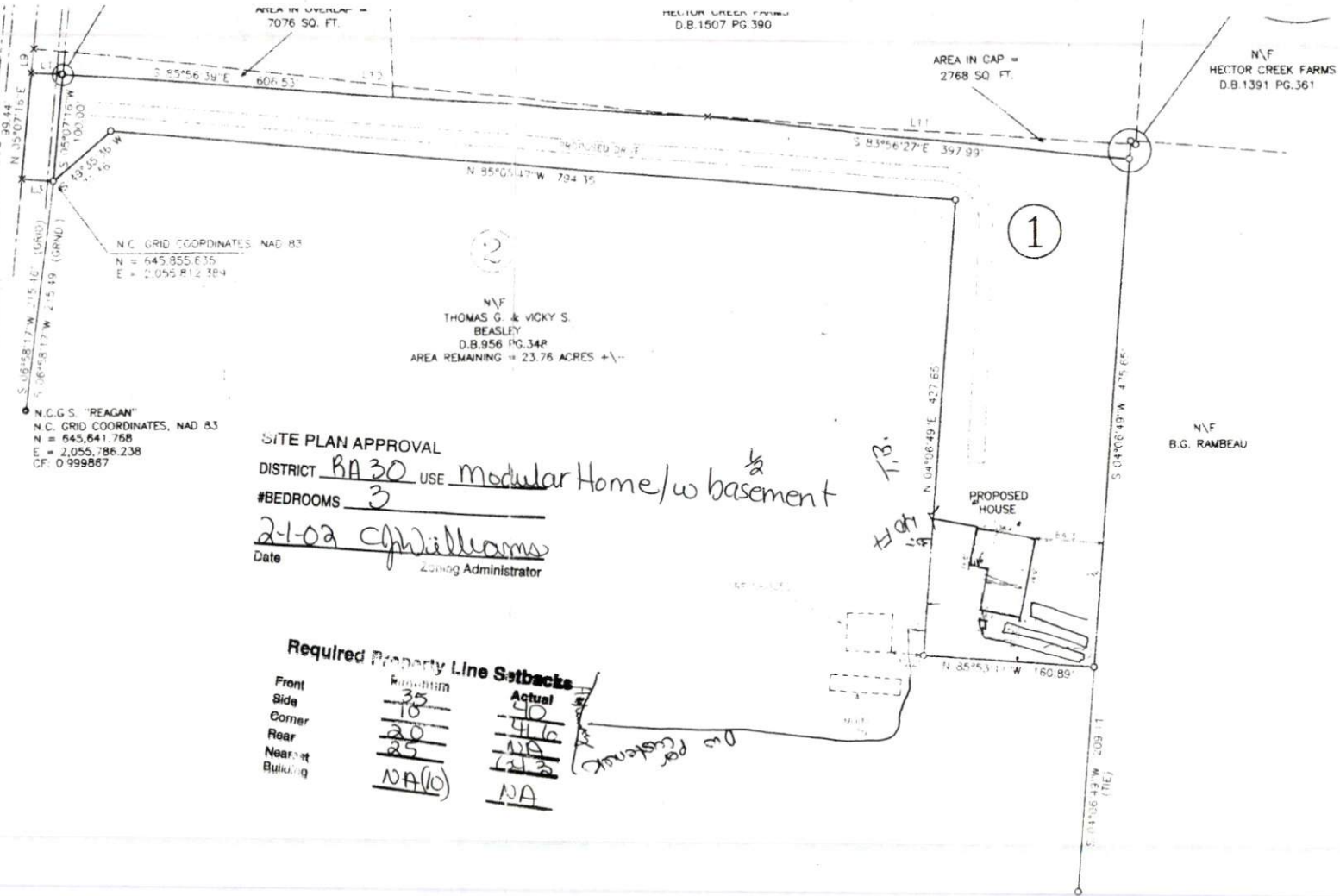
DEPAI

THE LOT(S) ON THIS PLAT IS/ARE CONSULTANT. BASED ON THIS PLAT MEET APPROPRIATE APPROVAL FOR EACH LOT RE HARNETT COUNTY HEALTH DEPARTMENT AND SITING IN ACCORDANCE WITH THE TIME OF PERMITTING. THIS IS APPROVED OR A PERMIT FOR

DATE _____

ORD PLAT COMPLIES WITH ORDINANCES OF HARNETT COUNTY, AND IS APPROVED FOR RECORD IN HARNETT COUNTY.

U.S. HWY. 401
(80' PUBLIC R/W)



N.C. GRID COORDINATES, NAD 83
N = 645,855.635
E = 2,055,812.584

N.C.G.S. "REAGAN"
N.C. GRID COORDINATES, NAD 83
N = 645,841.758
E = 2,055,786.238
CF: 0.999867

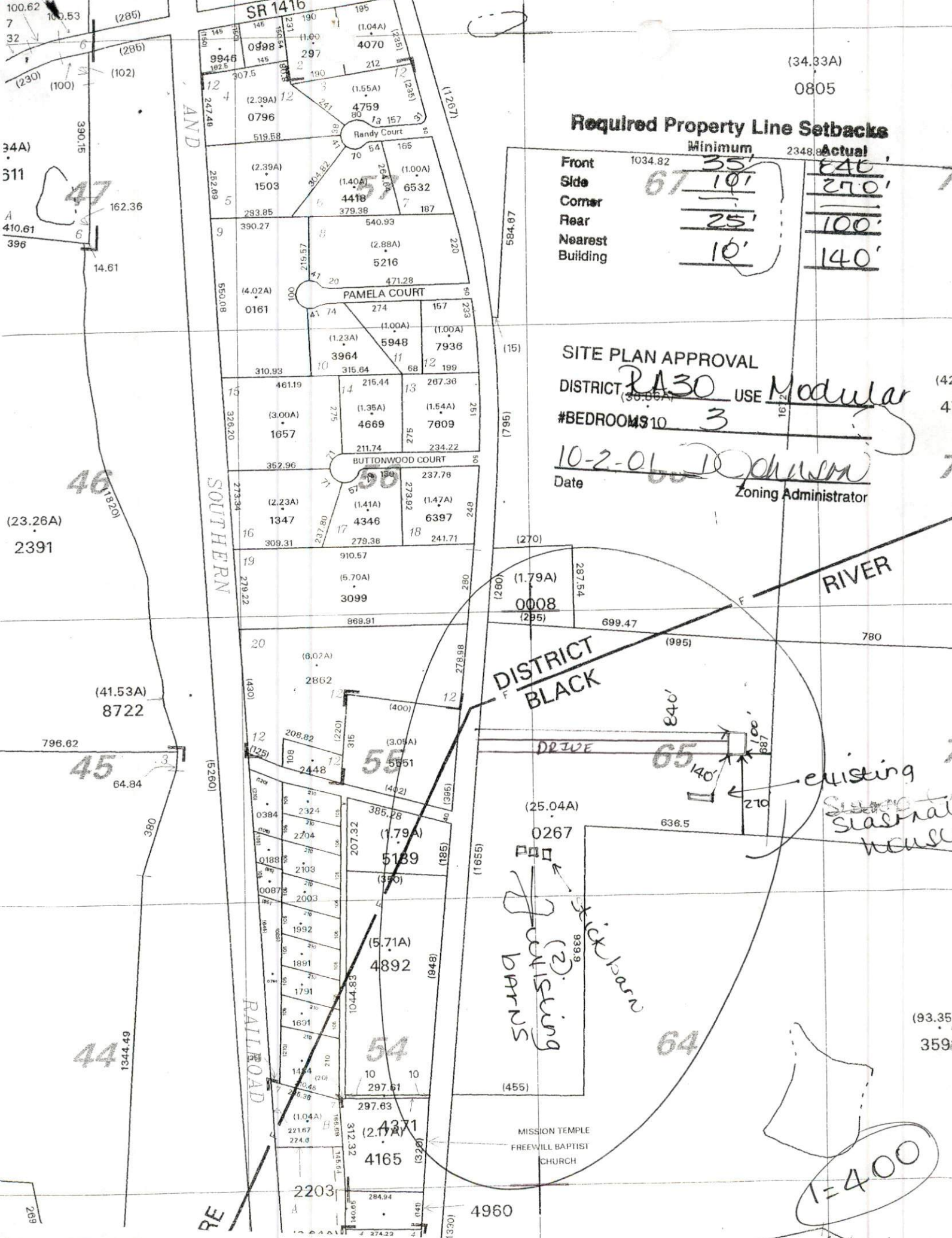
N\F
THOMAS G. & VICKY S.
BEASLEY
D.B.956 PG.348
AREA REMAINING = 23.75 ACRES +/-

SITE PLAN APPROVAL
DISTRICT BA 30 USE Modular Home/w basement
#BEDROOMS 3
2-1-02 C. Williams
Date _____
Zoning Administrator

Required Property Line Setbacks

| | Minimum | Actual |
|-----------------|---------|--------|
| Front | 35 | 40 |
| Side | 10 | 40 |
| Corner | 20 | 40 |
| Rear | 25 | NA |
| Nearst Building | NA(10) | NA |

PRELIMINARY PLOT PLAN FOR



(34.33A)
0805

Required Property Line Setbacks

| | Minimum | Actual |
|------------------|---------|--------|
| Front | 35' | 840' |
| Side | 10' | 270' |
| Corner | | |
| Rear | 25' | 100' |
| Nearest Building | 10' | 140' |

SITE PLAN APPROVAL

DISTRICT RA30 USE Modular
#BEDROOMS 10 3

Date 10-2-01
Zoning Administrator [Signature]

DISTRICT BLACK

existing
slab on
house

existing
barns
barn

1"=400'

Cape Fear

Farm Credit, ACA

Loan Number 020-001-029645 (02)

CANCELLED

9-8 1994

STATE OF NORTH CAROLINA)

DEED OF TRUST

GAYLE P. HOLDER
REGISTER OF DEEDS

COUNTY OF Harnett)

BY *Judith Hamilton*

Register of Deeds/Asst./Deputy

DATE 9-8-94

THIS INDENTURE, made the 30th day of January 1992, between Thomas G.

Beasley and wife, Vicky S. Beasley (hereinafter called Undersigned, whether Borrower or others and whether one or more individuals or corporations, and whether collectively or singularly); Henry T. McDuffie Trustee (hereinafter called Trustee), and Cape Fear Farm Credit, ACA, a federally chartered corporation, (hereinafter called Lender); and

WITNESSETH, that in consideration of a loan or advances made by Lender to Thomas G. Beasley and wife, Vicky S. Beasley (hereinafter called Borrower, whether one or more), and the sum of One Dollar (\$1.00) paid to Undersigned at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of the loan to Borrower by Lender, Undersigned hereby grants, bargains, sells and conveys unto the Trustee, as herein named, his successors and assigns, the following described land:

(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF)

A parcel known as the "Frank Motley Farm", Hectors Creek Township, Harnett County, North Carolina, bounded now or formerly on the North by the R. L. McDonald Estate and W. S. Motley Estate, on the East by the W. S. Motley Estate and J. A. Senter, on the South by J. A. Senter and Grayson Senter and on the West by Grayson Senter and R. L. McDonald Estate and described as follows:

BEGINNING at a point in the center line of N.C. Highway 401, a corner with R. L. McDonald and running with McDonald's line North 74 degrees 15 minutes West 412 feet to an iron stake, a corner with McDonald in the D. M. Spence Estate line; thence with the line of D. M. Spence Estate South 5 degrees 15 minutes West 1054 feet to an iron stake, a corner with McDonald in the D. M. Spence Estate line, a

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NORTH CAROLINA
HARNETT COUNTY

RECEIVED AND CANCELLED

crossing N. East 805 feet center's line inter; thence an iron stake minutes East ew dividing to a point tley; thence es West 703 less, Chalybeate ruary, 1959, on.

The Original of this instrument together with the notes secured thereby, having this day been exhibited to the undersigned marked "FULLY PAID AND SATISFIED" by:

FILED

BOOK 1066 PAGE 474-477

The Cape Fear Farm Credit ACA

94 SEP 8 AM 8 28

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

By *Randey T. Pope*

Title *UP*

I herewith cancel the same of record under and by virtue of authority contained in G.S. 45-37 (a) (2) of the General Statutes of North Carolina.

WITNESS my hand this 8 day of Sept 1994
GAYLE P. HOLDER BY *Judith Hamilton*
REGISTER OF DEEDS Register Deeds/Asst./Deputy
CAN/SAT Recorded, Book 1066 Page(s) 474-477

extensions, deferrals or other arrangements thereof subsequently to be made to Borrower (or to any one remainder of said Undersigned or Borrower), by Lender, which will be evidenced by a note or notes and all renewals, reamortizations, extensions, deferrals or other arrangements thereof, plus interest thereon, and when any payment is made on any indebtedness secured hereby, or on any renewals, reamortizations, extensions, deferrals or other rearrangements thereof, fresh advances may be made, from time to time, so as to make this contract continuous in nature; such advances, if any, to be made solely at the option of the Lender; and (3) all other indebtedness of Borrower to Lender, now due or to become due (whether directly or indirectly) or hereafter to be contracted, and all renewals, reamortizations, extensions, deferrals or other arrangements thereof, plus interest thereon, attorney's fees, court or foreclosure costs, including Trustee's commissions, and any advances and interest thereon, which advances are made for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this deed of trust. It is further understood and agreed by all parties hereto that the execution by Borrower and the acceptance by Lender of any notes, renewal notes or other instruments, or the agreement by Lender to any reamortizations, extensions, deferrals, or other rearrangements shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this deed of trust which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph shall remain uncancelled and in the possession of Lender, its successors and assigns until the total indebtedness hereby secured is paid in full.

Provided, however, the lien of this deed of trust shall not be terminated or otherwise affected during the period of this instrument from the date hereof by repayment in full, one or more times, of all indebtedness then outstanding, unless this instrument shall be formally released or discharged of record. If at any time during the period of said instrument from the date hereof, there be no indebtedness outstanding of Borrower to Lender, and no obligation of Lender to make any further advances to Borrower, Lender will, upon the written request of Borrower or Undersigned, execute and deliver to Undersigned a reconveyance or satisfaction of this instrument.

For the consideration aforesaid, Borrower covenants as follows:

- a. The making of any advance or the acceptance of any obligation shall be at the sole option and discretion of the Lender and upon such terms and conditions as it shall determine;
- b. **THE MAXIMUM UNPAID PRINCIPAL AMOUNT, INCLUDING PRESENT AND FUTURE ADVANCES AND OBLIGATIONS, WHICH MAY BE SECURED BY THIS DEED OF TRUST AT ANY ONE TIME SHALL NOT EXCEED:**
-----One hundred fifty seven thousand and no/100----- (\$ 157,000.00)DOLLARS.
- c. All future optional advances or obligations must be made within fifteen years from date of this deed of trust irrespective of the duration of this deed of trust and/or the duration of any indebtedness secured hereby;
- d. Lender expressly reserves, and Undersigned expressly consents to, the right to allocate and apply any payment received hereunder against the evidences of indebtedness secured hereby in such proportions and amounts as it, in its sole discretion, determines to be proper;
- e. Lender may, at its option, determine and declare any or all present and future advances or obligations secured by this deed of trust to be in default and immediately due and payable upon the default in payment of one or more of the obligations secured hereby, or the default of any other term or condition of this deed of trust.
- f. "Future advances" or "obligations" as used in this paragraph are defined as further and additional principal sums loaned, to one or more of the Borrower and which are secured by this deed of trust. Payments made by Lender for fire and extended coverage insurance, taxes, assessments or other necessary expenditures for the preservation of the security shall be secured hereby and shall have the same priority as if such payments had been made at the time of execution of this deed of trust, and neither such payments made by Lender nor any accrued interest shall be considered in computing the maximum principal amount which may be secured thereby.
- g. The total indebtedness secured by this deed of trust may be evidenced by various notes and/or other written instruments and evidences of indebtedness; and one or more or all such notes and/or the written instruments and evidences of indebtedness may, from time to time, be combined and merged into a single note or other evidence of indebtedness. Such combination and merger shall not constitute nor be construed as a payment, satisfaction or discharge of any prior advance made or prior obligation incurred.

This deed of trust also secures all other advances made to and obligations accepted from Borrower, under the terms of said note and any subsequent note or evidence of indebtedness secured hereby, and all amounts included in reamortizations, renewals, deferrals, and extensions of any such indebtedness hereby secured. Whether or not the indebtedness secured hereby ever exceeds the maximum above stated, Lender at its option shall have the sole right to determine the priority or order in which the various debts covered hereby shall be secured hereunder within said maximum.

For consideration as aforesaid, Borrower/Undersigned covenants as follows:

- 1. Undersigned is lawfully seized of said land in fee simple and has a perfect right to convey same. The said land is unencumbered and free from all claims and charges. Undersigned, for himself, his heirs, executors, administrators, successors, and assigns, warrants and will forever defend the right and title of said land unto the Trustee, his successors and assigns, against the claims of all persons whomsoever. In the event of default, if the Lender employs counsel to collect the debt evidenced by any note secured hereby, or to enforce or protect any rights provided for herein, in any court or before any administrative body whatsoever, then in addition to any principal, interest, and other charges as provided for in any note secured hereby, Lender shall also recover all costs and expenses reasonably incurred by Lender, including reasonable attorney's fees, which costs, expenses and attorney's fees shall become part of the indebtedness secured hereunder, shall be immediately payable, and shall draw interest from the date Lender retains counsel until paid at the highest rate provided in any note or notes secured hereby.
- 2. Whether or not Borrower is in default, in the event the Lender becomes a party to any legal proceeding involving the security described herein, other than an action to collect any indebtedness evidenced by any note or notes secured hereby, and including any bankruptcy case involving Borrower or Undersigned, then Lender may also recover all costs and expenses reasonably incurred by Lender, including reasonable attorney's fees, which costs, expenses and attorney's fees when incurred by Lender shall become part of the indebtedness secured hereby and shall be immediately payable on demand, and shall draw interest from the date incurred until paid at the highest rate provided for in any note secured hereby.
- 3. Undersigned will insure, and keep insured, as required by Lender from time to time, all buildings now and hereafter on said land against such risks, in such form, in a least such amounts, and with such company or companies, as shall be satisfactory to Lender, the loss, if any, to be payable to Lender as its interest may appear, and will deliver to Lender a policy or policies of insurance with mortgagee clause satisfactory to Lender attached thereto, and will promptly pay, when due, all premiums for such insurance. At the option of Undersigned, and subject to the regulations issued under the Farm Credit Act of 1971 or acts amendatory thereof or supplemental thereto, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as Lender, in its sole discretion, may determine.
- 4. Undersigned will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said land, and all other amounts that may be or become a lien thereon. In the event Undersigned fails to pay, when due and payable, any such tax, assessment, charge or any other item which may or has become a lien on said land, Lender may, at its discretion, pay the same without notice to or consent from Undersigned.
- 5. Undersigned will keep in good order and condition, preserve, repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of Lender, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes.
- 6. Undersigned covenants that he will not perform any act which might impair or tend to impair the continuation on the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described and hereby grants a lien on said allotments to Lender.
- 7. Undersigned covenants, warrants and represents that there are no oral or written leases affecting the within described land at the date of this instrument other than those set forth in written application for this loan or in any written amendment thereto.
- 8. Borrower will pay, when due and payable, all amounts secured hereby. Time is of the essence of the said note and any subsequent note secured hereby, and of this instrument. If Undersigned or Borrower, fails to comply with any covenant, condition or agreement in this instrument or any notes or other evidence of indebtedness, or in any reamortizations, renewal, deferral, extension or any other written agreement between the Borrower and the

or the highest bid received at foreclosure sale; however is greater, as compensation for the services of trustee;

b. All taxes, claims, charges, liens, assessments and costs of maintenance and repair advanced by Lender under the terms of this instrument, with interest thereon as herein set out;

c. All taxes on, or which are liens against, and all claims and charges against the property, outstanding, unpaid and payable, if sale is not made subject thereto;

d. The principal and interest of the original indebtedness and all subsequent indebtedness hereby secured;

e. The remainder, if any, of the proceeds of sale shall be paid to Undersigned, or as otherwise provided by law. If the proceeds of any such sale shall not be sufficient to pay the total indebtedness hereby secured, with all Trustee's commissions, expenses, costs, taxes, charges, claims, assessments, liens, judgements, repairs and maintenance, as herein set out, Borrower shall be liable to Lender for the balance due after the application of the proceeds of the sale as herein provided, and may be sued for such balance in any court having jurisdiction.

10. If 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 Trustee, if a licensed attorney, to represent Trustee in said action and a reasonable attorney's fee shall be paid by Lender and added to the principal of the note or notes secured hereby and bear interest at the highest current rate provided in any note.

11. If Borrower shall pay all installments of principal and interest as set forth in the said note and in any subsequent note or notes and/or other payment evidence of indebtedness secured hereby and in this deed of trust and shall comply with all of the terms, covenants and conditions hereof, then this deed of trust shall become null and void.

12. The term "land" as used in this instrument includes all trees, timber, shrubbery, fixtures, and improvements now and hereafter on the land described in this instrument. Any agent or representative of Lender may enter upon said land at any time for any purpose desired by Lender.

13. Accounting procedures employed by Lender are for its internal record keeping and shall not be interpretive of the legal rights and duties of the parties.

14. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, all amounts that may hereafter be awarded for condemnation of and waste and tortious injury to, any of the land herein described are hereby assigned and shall be payable unto Lender for application, after payment therefrom of attorney's fees and expenses incurred in connection therewith, on such part of the total indebtedness secured hereby as Lender may determine, with no duty on Lender to collect same.

15. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, all rents, royalties, profits, and any other income accruing from the land herein described upon and during default under this instrument or the said note are hereby assigned and shall be payable unto Lender for application upon such part of the total indebtedness secured by this instrument as Lender may determine, with the right in, but no duty upon, Lender to collect same. Lender shall have the right, exercisable at its discretion so long as this deed of trust is in force and effect, to demand in writing the assignment of and transfer to Lender, its successors and assigns, and Undersigned hereby agrees to so assign and transfer, any and all rents, profits, royalties, income or other consideration to be paid or accruing to Undersigned from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or secured by this deed of trust, with the right, but no duty, upon Lender, its successors or assigns to collect same.

16. As a condition hereof and as part of the consideration for the present loan and any future advance secured hereby, Borrower hereby waives and renounces for himself, his heirs, administrators or executors, successors, and assigns, all rights that now exist, or that may hereafter exist, under the laws of the State of North Carolina, in the event of suit against Borrower for any deficiency in the debt hereby secured, after foreclosure sale by the Trustee, or otherwise of the land herein described, to show as defense or setoffs the alleged fair worth of said land; the Borrower agrees to pay the full amount of the total indebtedness secured at any time by this deed of trust, and the full amount of any deficiency therein that may be established by the foreclosure sale of the land herein described, without defense or set-off on account of the alleged fair worth of said land.

17. If the Trustee or his successor(s) shall die, resign, become mentally or physically incompetent or otherwise disqualified, refuse to act, or if a new Trustee is desired by Lender or its successor(s) or assigns, Lender, or its successor(s) or assigns, shall have the right, by paper writing duly executed and registered, to name and appoint another Trustee in the place and stead of the Trustee herein named and appointed, shall have all the duties, rights, powers and privileges of the original Trustee, and the expense of such paper writing and registration shall be paid by Borrower immediately upon demand, and if not so paid, same may be advanced by Lender, its successor(s) or assigns, and shall become a part of the indebtedness secured hereby and may bear interest at the highest rate provided in any note or other instrument secured hereby.

18. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, deferrals, extensions or any other agreement, in writing, made or entered into with Lender by any one or more of the Borrowers, by any party or parties obligated (primarily or otherwise) to pay any or all of the indebtedness secured hereby, or by any party or parties who have given security of any kind for any of all of the indebtedness secured hereby are hereby authorized and consented to by Borrower and Undersigned and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Borrower and Undersigned.

19. As a condition hereof and as part of the consideration for the present loan and any future advances secured hereby, if conveyance, transfer, or other disposition should be made, voluntarily or involuntarily, of the property herein described, or any part thereof, without the written consent of the Lender, then and in that event, and at the option of the Lender and without notice to the Borrower or Undersigned, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

20. A default under this instrument or under any other instrument heretofore or hereafter executed by Undersigned or Borrower to Lender or for the benefit of Lender, shall at the option of Lender constitute a default under any one or more or all instruments executed by Undersigned or Borrower to Lender, or for Lender's benefit.

21. This instrument is subject to the Farm Credit Act of 1971 and all acts amendatory thereof and supplemental thereto, and regulations issued thereunder. All rights, powers, privileges, options and remedies conferred upon and given to Lender are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, and by any agent, officer, attorney or representative of Lender, its successors or assigns. All obligations and undertakings of, and assignments by Undersigned or Borrower and/or any other parties hereto or hereunder shall extend to and be binding upon heirs, executors, administrators, successors and assigns of Undersigned and/or Borrower, and/or any other parties.

IN TESTIMONY WHEREOF, the Undersigned has duly executed the foregoing instrument, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

WITNESS: _____

Thomas G. Beasley
Thomas G. Beasley (SEAL)

WITNESS: _____

Vicky S. Beasley
Vicky S. Beasley (SEAL)

(SEAL)

(SEAL)

Amount: \$ 84,000.00

| NUMBER | TYPE | AMOUNT | DESCRIPTION OF DUE DATE |
|--------|-----------------|----------------------------------|-------------------------|
| 1 | FIXED PRINCIPAL | ** installment(s) of \$ 4,200.00 | due 12/01/92 |
| 1 | FIXED PRINCIPAL | ** installment(s) of \$ 4,200.00 | due 12/01/93 |
| | | ** installment(s) of \$ | due |
| | | ** installment(s) of \$ | due |
| | | ** installment(s) of \$ | due |

A final installment of the unpaid principal balance of the indebtedness and all accrued interest is due 12/01/1994. All installments are successive unless otherwise noted and are payable on the same day of the month as the initial installment.

**Fixed Payment (Standard) means the installment amount amortizes principal and interest. Fixed Principal (Springfield) means the installment amount amortizes principal only and interest is to be added. Principal Only means the installment amount amortizes principal only and interest installments are separate. Interest Only means the installment amount includes accrued interest only and principal installments are separate.

FOR VALUE RECEIVED, THE UNDERSIGNED (WHETHER ONE OR MORE) PROMISE(S) TO PAY, IN ACCORDANCE WITH THE REPAYMENT SCHEDULE(S) ABOVE STATED, TO THE ORDER OF CAPE FEAR FARM CREDIT, ACA, its successors and/or assigns (hereinafter called Association), at its office in LILLINGTON, NC, the principal sum of EIGHTY-FOUR THOUSAND AND NO/100

(\$ 84,000.00) Dollars, with interest until paid at the rate of 9.750 per centum per annum (designated herein as the loan rate).

Undersigned agrees as a condition hereof to provide current financial statements, including a balance sheet and income statement in a form acceptable to Association as may be requested by Association while the indebtedness evidenced hereby or any other indebtedness from undersigned to Association is outstanding.

The undersigned may at any time make advance payments on principal in any amount, provided such payments include a premium of ONE percent (1.00%) of the amount of the principal prepaid.

Such payments shall operate to discharge the loan at an earlier date and shall not, except by written agreement, operate to reduce the amount of unpaid installments.

Terms and conditions of the Association's commitment letter and/or a loan agreement dated 12/20/91, and of the application taken in connection with this loan are incorporated herein, provided however in the event of any inconsistency, the terms of this note shall prevail. Any default in the terms and conditions of this note shall constitute a default in the terms and conditions of all other written instruments given by the undersigned to Association. Upon any default in any payment of principal or interest or any other sums payable hereunder or in the event of failure to comply with any covenant, condition, or agreement contained in this note or any other note, or in any instrument or instruments securing this note, or in any loan agreement or any other written instrument from undersigned to Association, then, at its option, Association may declare this and all other indebtedness owed to be immediately due and payable and the unpaid principal balance shall thereafter bear interest at the rate in effect at the time of and at the rate as changed from time to time on succeeding Change Dates. The Association at its option may cease to make any further advances under this note, and Association may foreclose upon or sell any or all of the security for this note, in such order as it may prefer; and to apply the proceeds of such sale upon any indebtedness owed the Association in any order which it may desire. The undersigned will pay immediately upon demand all attorney's fees, costs and expenses including advances for payment of taxes, liens, judgments, assessments, insurance premiums, or other charges on the property securing this loan incurred by Association in protecting and defending the title to the property described in the instrument securing this note, and in protecting any or all of the property and Association's or trustee's right, title and interest therein from loss or injury, and in fixing or collecting, or attempting to fix or collect, damages for loss or injury to the property, but Association shall be under no duty to take any such action or incur any such expense. If there is any error or omission in this note or in the instrument securing it, the undersigned will promptly, upon request of Association, execute a new note and other written documents as deemed necessary by the Association to correct such error or omission and will promptly pay upon demand of Association all attorney's fees, costs and expenses incurred in connection therewith. If the undersigned fails to pay, upon demand of Association, any sums due or incurred by Association for any of the purposes stated in this paragraph, Association may advance the same, and all amounts so advanced shall become and be a part of the principal due hereunder and shall immediately be due and payable by the undersigned to Association.

CANCELLED