

Initial Application Date: 3/12/09

Application # 0950021718

CU _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION
Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: D Walsh construction Mailing Address: 111 Mountain Heather

City: Chapel Hill State: NC Zip: 27517 Home #: 919-291-2087 Contact #:

APPLICANT: Same Mailing Address:

City: _____ State: _____ Zip: _____ Home #: _____ Contact #:

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Dan Walsh Phone #: 919 291-2087

PROPERTY LOCATION: Subdivision: Tingen Place Lot #: 34 Lot Size: 38

State Road #: 1139 State Road Name: TIHSEN ROAD Map Book&Page: 915 /

Parcel: 039597 0033 29 PIN: 9596-29-0549.000

Zoning: PA20 Flood Zone: X Watershed: N/A Deed Book&Page: 2104 / 611 Power Company: Central elect

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 West 16 mile Left on Tingen RD go about 1.5 miles take LT on Tower 3rd rt 45 cross road's Lot on left.

PROPOSED USE: (Include Bonus room as a bedroom if it has a closet)

SFD (Size 38 x 37) # Bedrooms 3 # Baths 2 1/2 Basement (w/wo bath) _____ Garage Patio Deck Crawl Space / Slab

Mod (Size _____ x _____) # Bedrooms _____ # Baths _____ Basement (w/wo bath) _____ Garage _____ Site Built Deck _____ ON Frame / OFF

Manufactured Home: _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms _____ Garage _____ (site built? _____) Deck _____ (site built? _____)

Duplex (Size _____ x _____) No. Buildings _____ No. Bedrooms/Unit _____

Home Occupation # Rooms _____ Use _____ Hours of Operation: _____ #Employees _____

Addition/Accessory/Other (Size 10 x 12) Use Patio Closets in addition () yes () no

Water Supply: County () Well (No. dwellings _____) **MUST** have operable water before final

Sewage Supply: New Septic Tank (Complete **New Tank Checklist**) Existing Septic Tank () County Sewer

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

Structures (existing or proposed): Single family dwellings Proposed Manufactured Homes _____ Other (specify) _____

Comments: _____

Required Residential Property Line Setbacks:

Front	Minimum	<u>35</u>	Actual	<u>36</u>
Rear		<u>25</u>		<u>72</u>
Closest Side		<u>10</u>		<u>35</u>
Sidestreet/corner lot		<u>20</u>		
Nearest Building on same lot		<u>6</u>		

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

D Walsh

3/12/09

Signature of Owner or Owner's Agent

Date

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

A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION
Please use Blue or Black Ink ONLY

09 500 21718

MAP NO. 2007-998

MAP REFERENCE: MAP NO. 2007-998

SITE PLAN APPROVAL

DISTRICT PA20 USE SFD

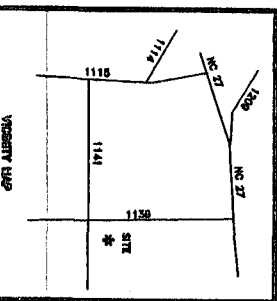
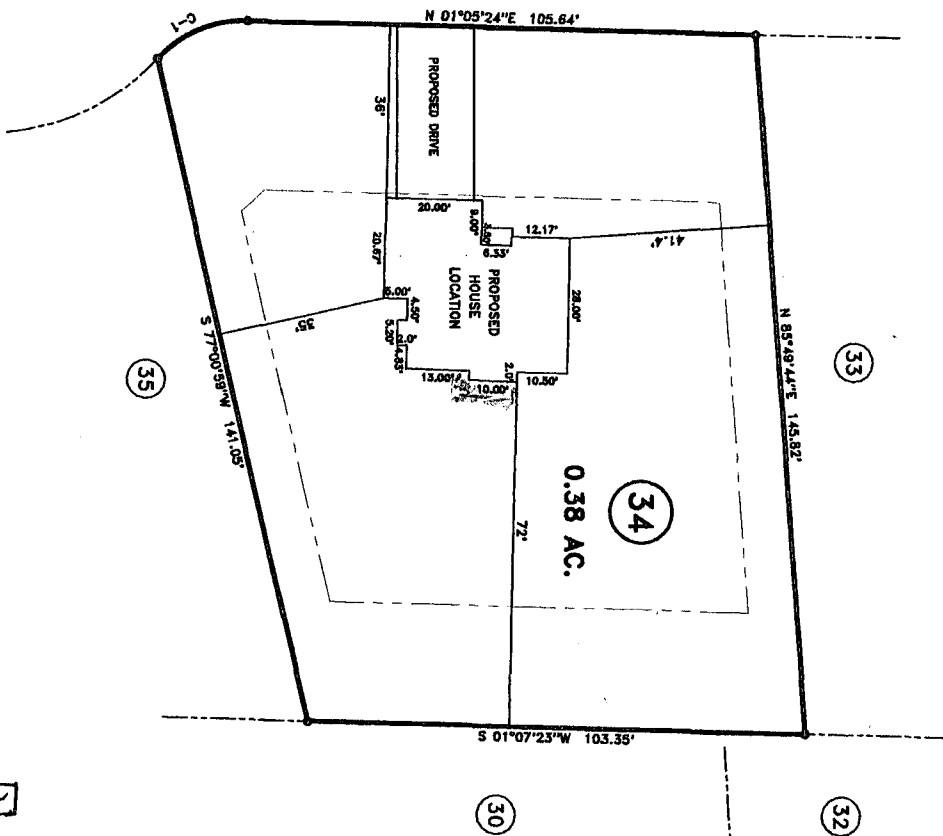
#BEDROOMS 3

3/12/09 [Signature]
ZONING ADMINISTRATOR

[Signature]

MINIMUM BUILDING SET BACKS
FRONT YARD 35'
REAR YARD 25'
SIDE YARD 10'
CORNER LOT SIDE YARD 20'
MAXIMUM HEIGHT 35'

"CROSS ROADS CT." 50' R/W



SURVEY FOR:		TOWNSHIP BARBECUE		COUNTY HARNETT	
PROPOSED PLOT PLAN - LOT - 34		STATE: NORTH CAROLINA		DATE: MARCH 03, 2009	
TINGEN PLACE S/D, PHASE - 2		WATERSHED DISTRICT		TAX PARCEL ID#:	
JOB NO. 09103		SCALE: 1" = 40'		SURVEYED BY: RMB	
BENNETT SURVEYS, INC.		DRAWN BY: RMB		FIELD BOOK	
1662 CLARK RD., LILLINGSTON, N.C. 27546		DRAWING NO.		DATE:	
(910) 893-5252		DRAWING NO.		DATE:	

[Signature]

NAME:

Dan Walsh

APPLICATION #: 09 500 21718

This application to be filled out when applying for a septic system inspection.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (complete site plan = 60 months; complete plat = without expiration)

Environmental Health New Septic Systems Test Code 800 098354

- Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the structure site. Use additional flags to outline driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. *Do not grade property.*
- Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
- After preparing proposed site call the voice permitting system at 910-893-7525 and use code 800 (after selecting notification permit if multiple permits) for Environmental Health confirmation. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections Code 800

- Place Environmental Health "orange" card in location that is easily viewed from road. Follow above instructions for placing flags on property.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7525 & select notification permit if multiple permits, then use code 800 for Environmental Health confirmation. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative Conventional Any
 Alternative Other _____

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

- YES NO Does the site contain any Jurisdictional Wetlands?
 YES NO Do you plan to have an irrigation system now or in the future?
 YES NO Does or will the building contain any drains? Please explain. _____
 YES NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
 YES NO Is any wastewater going to be generated on the site other than domestic sewage?
 YES NO Is the site subject to approval by any other Public Agency?
 YES NO Are there any easements or Right of Ways on this property?
 YES NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules.

I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

Dan Walsh

PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

3/12/09

DATE

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: WALSH 09-5417			7. LOAN NUMBER: 430011707	
	8. MORTGAGE INS CASE NUMBER:				

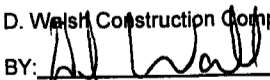
C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*
 1.0 3/98 (WALSH 09-5417.PFD/WALSH 09-5417/6)

D. NAME AND ADDRESS OF BUYER: D. Walsh Construction Company, LLC 111 Mountain Heather Chapel Hill, NC 27517	E. NAME AND ADDRESS OF SELLER: B & J Tingen Place, LLC P.O. Box 4208 Sanford, NC 27331	F. NAME AND ADDRESS OF LENDER: First Bank P. O. Box 1757 Pittsboro, NC 27312
G. PROPERTY LOCATION: 37 Cross Roads Court (Lot 34 Tingen) Broadway, NC 27505 Harnett County, North Carolina	H. SETTLEMENT AGENT: 20-2419744 Lynn A. Matthews PLACE OF SETTLEMENT 108 Commerce Drive, Suite B Dunn, NC 28334	I. SETTLEMENT DATE: March 11, 2009

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract Sales Price	24,000.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	1,922.40
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	25,922.40
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	(124,000.00)
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207. Construction Draw	28,000.00
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes 01/01/09 to 03/12/09	23.79
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	28,023.79
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross Amount Due From Buyer (Line 120)	25,922.40
302. Less Amount Paid By/For Buyer (Line 220)	(28,023.79)
303. CASH (FROM) (X TO) BUYER	2,101.39

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	24,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	24,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	235.00
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507. Release Fee to Four Oaks Bank	17,300.00
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/09 to 03/12/09	23.79
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	17,558.79
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	24,000.00
602. Less Reductions Due Seller (Line 520)	(17,558.79)
603. CASH (X TO) (FROM) SELLER	6,441.21

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer D. Walsh Construction Company, LLC
 BY: 

Seller B & J Tingen Place, LLC
 BY: _____

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price			\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<i>Division of Commission (line 700) as Follows:</i>							
701. \$	to						
702. \$	to						
703. Commission Paid at Settlement							
704.	to						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801. Loan Origination Fee	0.5000 %	to	First Bank			620.00	
802. Loan Discount	%	to					
803. Appraisal Fee		to	First Bank			350.00	
804. Credit Report		to					
805. Lender's Inspection Fee		to					
806. Mortgage Ins. App. Fee		to					
807. Assumption Fee		to					
808.							
809. Flood Certification Fee		to	First Bank			7.00	
810.							
811.							
812.							
813.							
814. Tax Service Fee							
815. Commitment Fee							
816. Administrative Fee		to	First Bank			23.00	
817. Document Preparation		to	First Bank			300.00	
818.							
819.							
820.							
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901. Interest From	03/11/09	to	04/01/09	@	\$	/day (21 days %)	
902. Mortgage Insurance Premium for		months to					
903. Hazard Insurance Premium for	1.0 years	to					
904.							
905.							
1000. RESERVES DEPOSITED WITH LENDER							
1001. Hazard Insurance	months @ \$			per month			
1002. Mortgage Insurance	months @ \$			per month			
1003. City/Town Taxes	months @ \$			per month			
1004. County Taxes	months @ \$			per month			
1005. Assessments	months @ \$			per month			
1006.	months @ \$			per month			
1007.	months @ \$			per month			
1008. Aggregate Adjustment	months @ \$			per month			
1100. TITLE CHARGES							
1101. Settlement or Closing Fee		to					
1102. Abstract or Title Search		to	Lynn A. Matthews				
1103. Title Examination		to					
1104. Title Insurance Binder		to					
1105. Document Preparation		to	Thomas A. Earls				150.00
1106. E-mail loan package fee		to					
1107. Attorney's Fees		to	Lynn A. Matthews			275.00	
<i>(includes above item numbers:)</i>							
1108. Title Insurance		to	North Carolina Title Center, LLC			288.40	
<i>(includes above item numbers:)</i>							
1109. Lender's Coverage	\$		124,000.00				
1110. Owner's Coverage	\$		124,000.00				
1111.							
1112.							
1113.							
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording Fees: Deed \$	17.00;	Mortgage \$	42.00;	Releases \$	17.00	59.00	17.00
1202. City/County Tax/Stamps: Deed				Deed of Trust			
1203. State Tax/Stamps: Revenue Stamps			48.00;	Deed of Trust			48.00
1204.							
1205.							
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey		to					
1302. Pest Inspection		to					
1303. Courier Fees		to	Lynn A. Matthews				20.00
1304. Cancellation Fee							
1305. Wire Fee							
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						1,922.40	235.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Lynn A. Matthews
Settlement Agent

FIRST BANK

LOAN AGREEMENT FB-43648

March 11, 2009

D. Walsh Construction Company, LLC
111 Mountain Heather
Chapel Hill NC 27517

To Whom It May Concern:

First Bank is pleased to inform you that your application for a commercial construction loan secured by the property located at 37 Cross Roads Court (Lot 34 Tingen Place Subdivision), Broadway NC 27505 has been approved. This loan in the amount of \$124,000.00 shall bear interest at the rate of First Bank Prime plus one-half percent (3.75%) per annum. The following terms and conditions shall also apply to this offer:

- I. **Borrower(s):** D. Walsh Construction Company, LLC.
- II. **Amount:** \$124,000.00.
- III. **Interest Rate:** First Bank Prime plus one-half percent (3.75%) per annum.
Floor rate of five and one-half percent (5.50%) per annum.
- IV. **Terms:** Interest payable monthly; principal and accrued interest due in twelve months.
- V. **Loan Fee:** \$620.00.
- VI. **Collateral:** First Note and Deed of Trust for the property located at 37 Cross Roads Court (Lot 34 Tingen Place Subdivision), Broadway NC 27505.
Use of Property: Spec House.
- VII. **Flood Certification:** It must be determined to the satisfaction of First Bank that the mortgaged property does not lay in a flood prone area.
Any fees associated with this determination will be paid prior to or at the loan closing by the borrower.
- VIII. **Insurance:** First Bank will require coverage in the amount of no less than the appraised value of the improvements to be maintained on the property. First Bank will be listed as First Mortgagee on the property.
- IX. **Appraisal:** A certified appraisal is to be performed on the mortgaged property. This appraisal will be reviewed and must be approved by the First Bank Appraisal Department. Any fees for this appraisal will be paid prior to or at the loan closing by the borrower.

FIRST BANK

X. **Title Insurance:** First Bank will require a title insurance policy in the amount of the loan to be issued by one of the following title insurance companies:

- A) NC Title Center, LLC
- B) Old Republic Title Insurance Company
- C) First American Title Insurance Company
- D) Chicago Title Insurance Company
- E) Investors Title Insurance Company
- F) Commonwealth Title Insurance Company
- G) Stewart Title Insurance Company
- H) Fidelity National Title Insurance Company
- I) Atlantic Title Insurance Company

This policy shall contain no exceptions objectionable to First Bank. The legal description of the property shall be identical to the description shown by the plat, deed, and deed of trust.

XI. **Survey:** A current survey will be required on all loans. Any fees for this survey will be paid prior to or at the loan closing by the borrower. (Waived)

XII. **Termite Report:** A termite inspection will be required on all loans. Any fees for this report will be paid prior to or at the loan closing by the borrower. (Waived)

XIII. **Guarantor(s):** First Bank accepts the offer(s) of Daniel G. Walsh and Nancy Breen Walsh as guarantor(s).

A \$300 document processing fee will be paid prior to or at the loan closing by the borrower. Upon acceptance, a closing date shall be set within sixty (60) days. If, for any reason, a closing date changes and necessitates preparation of new documents, a \$50 processing fee will be paid by the borrower.

Thank you for giving First Bank the opportunity to be of service to you. We sincerely hope you find these terms and conditions to your satisfaction. Please indicate your acceptance by signing below and return this letter to our office within thirty (30) days of the date thereof or it will be void.

Sincerely,



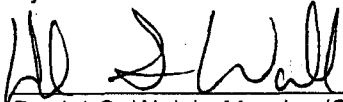
Anthony Cash
Bank Officer
Commercial Lender

FIRST BANK

Accepted:

D. Walsh Construction Company, LLC

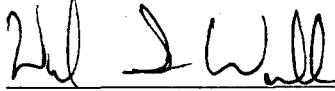
By:



Daniel G. Walsh, Member/Organizer

3/11/09
Date

Guarantor(s):



Daniel G. Walsh

3/11/09
Date

Nancy Breen Walsh

Date

D WALSH CONSTRUCTION COMPANY, LLC 111 MOUNTAIN HEATHER CHAPEL HILL NC 27517 BORROWER'S NAME AND ADDRESS <small>"I" includes each borrower above, jointly and severally.</small>	First Bank 18 Chatham Corner Pittsboro NC 27312 LENDER'S NAME AND ADDRESS <small>"You" means the lender, its successors and assigns.</small>	Loan Number <u>430011707</u> Date <u>3/11/2009</u> Maturity Date <u>3/11/2010</u> Loan Amount \$ <u>124,000.00</u> Renewal Of _____
---	--	---

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of _____ Dollars \$ 124,000.00
 ONE HUNDRED TWENTY FOUR THOUSAND AND NO/100

Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On 3/11/2009
 I will receive the amount of \$ 28,000.00 and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on 3/11/2010.
 Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 3/11/2009 at the rate of 5.500 % per year until first rate change

Variable Rate: This rate may then change as stated below.
 Index Rate: The future rate will be .500% ABOVE the following index rate: FIRST BANK PRIME RATE

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
 Frequency and Timing: The rate on this note may change as often as daily
 A change in the interest rate will take effect on the same day

Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than 5.500 %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change. The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a actual/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
 on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to _____

LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 4% of the unpaid payment

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:
 Interest: I agree to pay accrued interest on the 11th day of each month beginning
4/11/2009 and On 3/11/2010

Principal: I agree to pay the principal On 3/11/2010


Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____. A payment of \$ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

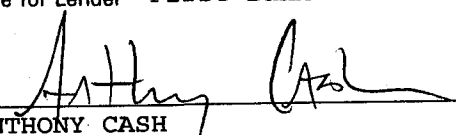
ADDITIONAL TERMS: _____

SECURITY: This note is separately secured by (describe separate document by type and date): DEED OF TRUST DATED 03/11/2009
(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is CONSTRUCTION OF SPEC HOUSE

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2) AND EXECUTE THIS NOTE UNDER SEAL. I have received a copy on today's date.

D WALSH CONSTRUCTION COMPANY, LLC

 (Seal)
DANIEL G. WALSH MEMBER/ORGANIZER

Signature for Lender **First Bank**

 ANTHONY CASH
 BANK OFFICER/COMMERCIAL LENDER

 (Seal)

 (Seal)

 (Seal)

DEFINITIONS: As used on page 1, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of North Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season, if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges). If this is a high cost home loan, as defined under North Carolina law, your ability to accelerate all that I owe under this note is limited by N.C. Code § 24-1.1E (b)(1).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay reasonable attorneys' fees plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	

GUARANTY

PITTSBORO

(City)

NC

(State)

March 11, 2009

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce First Bank

(herein, with its participants, successors and assigns, called "Lender"); at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of _____

D WALSH CONSTRUCTION COMPANY, LLC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: UNIVERSAL NOTE DATED 03/11/2009 and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): _____

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

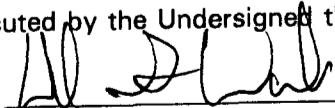
4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 124,000.00 (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is unsecured; secured by a mortgage or security agreement dated _____;
 secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.



DANIEL G. WALSH

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

GUARANTY

PITTSBORO

(City)

NC

(State)

March 11, 2009

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce First Bank

(herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of

D WALSH CONSTRUCTION COMPANY, LLC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this [X] is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following:

UNIVERSAL NOTE DATED 03/11/2009 and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this [] is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s):

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 124,000.00

(if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is [X] unsecured; [] secured by a mortgage or security agreement dated ; [] secured by

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

NANCY BREEN WALSH

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

NOTICE OF RIGHT TO RECEIVE COPY OF APPRAISAL

First Bank 18 Chatham Corner Pittsboro NC 27312 Lender's Name and Address	Applicant(s): <u>D WALSH CONSTRUCTION COMPANY</u> <u>111 MOUNTAIN HEATHER</u>	Loan No.
	Current Address: <u>111 MOUNTAIN HEATHER</u>	Date of Application 2/18/2009
	<u>CHAPEL HILL NC 27517 0000</u>	Date of Notice 2/18/2009
	Property Address: <u>37 CROSS RD COURT, LOT 34</u> <u>BROADWAY NC 27505</u>	

"You" means the Applicant(s) and "I/We" means the Lender

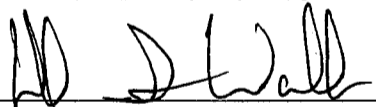
You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address we have provided. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application.

In your letter, give us the following information: Loan or application number, if known, date of application, name(s) of loan applicant(s), property address, and your current mailing address.

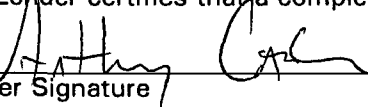
ACKNOWLEDGMENT

By signing below, you acknowledge that you have read and understood the Notice of your right to receive a copy of the appraisal.

D WALSH CONSTRUCTION COMPANY, LLC


 _____ 2/18/2009 _____
 Applicant DANIEL G. WALSH Date Applicant Date
 MEMBER/ORGANIZER

The Lender certifies that a completed copy of the notice was mailed delivered to the applicant(s) on 2/18/2009.
 Date


 _____ 2/18/2009 _____
 Lender Signature Date
 ANTHONY CASH



5882

DEED OF TRUST AND SECURITY AGREEMENT
(COLLATERAL IS OR INCLUDES FIXTURES)

This Instrument Prepared by: TERESA NIXON

Reference No. _____

and Atty Lynn A. Matthews
After Recording Mail to:
First Bank
~~18 Chatham Corner~~ PO BOX 1757
Pittsboro NC 27312

Borrower(s):
D WALSH CONSTRUCTION COMPANY, LLC
111 MOUNTAIN HEATHER
CHAPEL HILL NC 27517

Date: 3/11/2009

GRANTOR	TRUSTEE	BENEFICIARY
D WALSH CONSTRUCTION COMPANY, LLC 111 MOUNTAIN HEATHER CHAPEL HILL, NC 27517	TERESA NIXON 341 N MAIN STREET TROY, NC 27371	First Bank 18 Chatham Corner Pittsboro NC 27312

The designation Grantor, trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine or neuter as required by context. Obligor means any person or entity who is a maker of, or who is obligated under, the Obligation (defined below).

WITNESSETH, that whereas the Grantor has agreed to execute and deliver this Deed of Trust to secure the repayment of the principal sum of ONE HUNDRED TWENTY FOUR THOUSAND AND NO/100 Dollars (\$ 124000.00)

as evidenced by a promissory note executed in favor of the Beneficiary by the Grantor, a promissory note executed in favor of the Beneficiary by _____, or a guaranty agreement executed by _____, or the following evidence of indebtedness: _____ (the "Obligation") of even date herewith or dated _____, and all future modifications, extensions, renewals and replacements thereof, the terms of which are incorporated herein by reference, which agreement requires that all indebtedness thereunder, if not sooner paid, shall be due and payable in full on 3/11/10 unless modified, extended, renewed or replaced. The maturity date of the Obligation may be modified, extended, renewed or replaced by written agreement between the Obligor and the Beneficiary, provided that any such extension may not exceed fifteen (15) years beyond the original maturity date if this is a Deed of Trust given to secure Future Advances.

Reference No. _____

NOW, THEREFORE, in consideration of the premises, and as security for the payment of all sums due under the Obligation, as renewed, extended or modified, including attorneys fees and advancements or other sums due hereunder or thereunder, and for other valuable consideration, the receipt of which is hereby acknowledged, the grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to the Trustee, with Power of Sale upon the terms and conditions contained herein, the parcel(s) of land lying in Barbeque Township, HARNETT County, North Carolina (the "Premises"), particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR A DESCRIPTION OF THE REAL PROPERTY HEREBY CONVEYED. THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO IS HEREBY INCORPORATED HEREIN BY REFERENCE TO THE SAME EXTENT AS IF SET FORTH HEREIN IN ITS ENTIRETY.

Together with all easements, air and development rights, all permits, royalties, mineral, timber, oil, gas rights and profits, water rights and water stock, privileges, tenements, hereditaments and appurtenances thereunto belonging, and all buildings, fixtures, heating, cooling, air conditioning, ventilating, plumbing, power, lighting, fire prevention, security equipment, elevators, carpeting, floor covering, paneling, drapes, cabinets, shrubbery and plants and improvements now and hereafter located thereon, all building materials and supplies at any time delivered to or placed thereon, and any and all equipment and property of Grantor of every kind now or hereafter located thereon, hereinafter referred to as "Premises" that Grantor further conveys as security for the trust herein and all right, title and interest of Grantor in and to land lying in public streets or roads abutting the above described property, all rents revenues and profits from the Premises, all proceeds of insurance, all condemnation awards or settlements in lieu thereof, including damages for a temporary taking and all products and proceeds of the foregoing.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging, incident or appertaining thereto, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses and purposes hereinafter described. And the said Grantor covenants with the said Trustee that he is seized of the said Premises in fee, has the right to convey the same in fee simple, that title to the Premises is marketable and free from all encumbrances, and that he will warrant and defend the title to the Premises against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated, to wit:

(Marked if applicable.) This Deed of Trust is given wholly or partially to secure future obligations which may be incurred hereunder. The amount of present advances outstanding secured hereby is \$ 28,000.00 and the maximum amount, including present and future advances, which may be secured hereby at any one time is \$ 124,000.00. The period within which such future advances may be made is between the date hereof and 3/11/2010, but not more than fifteen (15) years from date thereof. There is no requirement that there be any written instrument evidencing an advance secured by this Deed of Trust. This paragraph is intended to conform with the provisions of N.C.G.S. 45-67, et seq.

If the Obligor shall pay the Obligation secured hereby in accordance with its terms, together with interest thereon, all renewals and extensions thereof, and all other sums secured hereby, and if Grantor shall comply with all terms and conditions of this Deed of Trust, then this conveyance shall be void and may be canceled at the request and expense of Grantor. If, however, (i) there shall be any default in the payment of any sums due under the obligation, this Deed of Trust or any other instrument securing payment of the obligation, or (ii) if there shall be default in any other obligation or other instrument securing payment of the Obligation, or (iii) if there shall be a default in the obligations of grantor or Obligor under the terms of any other loan from Beneficiary, or default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate, or (iv) if Obligor or Grantor shall file a petition in bankruptcy or reorganization or shall have a petition filed against Obligor or Grantor which is not dismissed within forty five (45) days or if the assets of Obligor or Grantor are assigned for the benefit of creditors or are seized by execution or judicial process, then and without further notice it shall be the duty of the Trustee, upon request of the Beneficiary, to sell the Premises at public auction to the highest bidder for cash after having first complied with all with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust, and upon such sale the Trustee shall convey title to the

Reference No. _____

purchaser in as full and ample manner as the Trustee is empowered. The Trustee is hereby authorized to retain an attorney to represent him in any foreclosure proceedings. The proceeds of any foreclosure sale shall be applied by the Trustee to pay his commission and reasonable attorneys fees incurred in the proceeding, to the costs of sale (including but not limited to taxes, assessments, recording costs, service fees and incidental expenditures), and the to the amount due on the Obligation hereby secured and all other sums expended by the Beneficiary pursuant to the terms hereof and other instruments, or as otherwise permitted by law.

The Trustee's commission will be five percent (5%) of the gross proceeds of the sale. If foreclosure is commenced but not completed, Grantor shall pay all costs incurred by the Trustee, including reasonable attorneys fees, and a partial commission computed on five percent (5%) of the outstanding indebtedness in accordance with the following schedule: 1/4 thereof before the Trustee issues a notice of hearing on the right to foreclose; 1/2 thereof after issuance of said notice; 3/4 thereof after such hearing; and the full commission after the initial sale.

The Grantor covenants and agrees to keep all improvements on the Premises constantly insured for the benefit of the Beneficiary against loss by fire and other casualties, and through such underwriters and for such amounts as may be satisfactory to the Beneficiary. All such insurance policies shall contain a mortgagee clause acceptable to Bank which shall provide written notice to Bank not less than thirty(30) days prior to any termination, extension or modification of any insurance policy. Grantor shall purchase such insurance, pay all premiums, and deliver to the Beneficiary a copy of all such policies and evidence that the premiums have been paid. In the event of loss Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. All proceeds from any such insurance shall at the sole option of the Beneficiary be applied to the Obligation hereby secured or to the repair or reconstruction of any improvements upon the Premises. Grantor also covenants and agrees that he will keep the Premises in as good order, repair and condition as they are now, reasonable wear and tear excepted; not commit or permit waste; comply with all governmental requirements (including environmental laws and regulations) respecting the Premises or their use; pay all taxes, assessments and charges lawfully levied against the Premises within days after the same shall become due ; and that the Premises will not be transferred without the consent of the Beneficiary. Grantor further agrees that in the event any suit or proceedings shall be brought against the Trustee or Beneficiary or if any suit or proceeding shall be brought which may affect the value or title to the Premises, Grantor shall defend, indemnify and hold the Trustee and/or Beneficiary harmless from any loss, cost, damage or expense and shall reimburse the Trustee and/or Beneficiary for any attorneys fees incurred. In the event the Trustee is named as a party to any civil action as Trustee, the Trustee shall be entitled to employ an attorney, including himself if he is a licensed attorney, to represent the Trust in said action, and the reasonable attorneys fees of the Trustee in such action shall be paid by the Grantor.

Grantor represents, warrants and agrees that (a) no Hazardous Material (as Beneficiary defined) has been used or placed on the Premises in violation of any applicable Environmental Laws (as Beneficiary defined); (b) no notice has been received with regard to any Hazardous Material on the Premises; (c) the Premises are presently in compliance with all Environmental laws; (d) no action, investigation or proceeding is pending or, to Grantor's knowledge, threatened which seeks to enforce any right or remedy against Grantor or the Premises in violation of Environmental Law; (f) Grantor shall permit no release of Hazardous Material onto or from the Premises; (g) Grantor shall cause the Premises to comply with applicable Environmental Laws; (h) all licenses, permits and other governmental or regulatory actions necessary for the Premises to comply with Environmental Laws shall be obtained and maintained and Grantor shall assure compliance therewith; and (i) Grantor shall give the Beneficiary prompt written notice if Grantor receives any notice with regard to Hazardous Material on, from or affecting the Premises and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accordance with applicable Environmental Laws, such Hazardous Material from the Premises. Grantor shall indemnify and hold harmless the Beneficiary from and against all losses, expenses (including, without limitation, attorney's fees, consultants and engineering fees) and claims of every kind suffered by or asserted against Beneficiary as a direct or indirect result of (i) the presence on or release from the Premises of any Hazardous Material, whether or not caused by Grantor, (ii) the violation of any Environmental Laws applicable to the Premises, whether or not caused by Grantor, (iii) the failure by Grantor to comply fully with the terms and provisions of this paragraph, or (iv) any warranty or representation made by Grantor in this paragraph being false or untrue in any material respect. For purposes of the Deed of Trust, "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos, lead based paints, radon gas, toxic mold and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of)

Reference No. _____

the Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future governmental law, regulation or ruling applicable to environmental conditions on, under or about the Premises including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Clean Water Act. Grantor's obligations under this paragraph shall survive a foreclosure of or exercise of Power of sale under this Deed of Trust, a delivery of a deed in lieu of foreclosure, and a cancellation or termination of record of this Deed of Trust.

Grantor represents and warrants that the funds used to purchase the Premises were not the proceeds of criminal activity; that the premises have not been used, in any manner or part, to commit, or to facilitate the commission of a violation of any law; and that the Premises are not otherwise subject to seizure or forfeiture under any state or federal law. Grantor covenants and agrees that neither the Premises nor the proceeds of the Obligation will be used, or is intended to be used, in any manner or part, to commit, or to facilitate the commission of, a violation of any law. Grantor agrees to notify Beneficiary promptly of any pending or threatened legal action, proceeding or investigation that could result in seizure or forfeiture of the Premises.

All rights of the Beneficiary shall be cumulative and no delay or forbearance by the Beneficiary in exercising any rights hereunder or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any such default or in the event of any subsequent default. If the Grantor shall fail to perform any covenant or obligation contained herein or in any other instrument given as additional security for payment of the Obligation, the Beneficiary may, but is not obligated to, make advances to pay insurance premiums, taxes, assessments, attorneys fees or other charges and to otherwise expend sums to perform such covenants or obligations and to preserve the lien and security of the Deed of Trust, and all sums so advanced or expended shall be due from the Grantor on demand of the Beneficiary, and may be added to the principal of the Obligation, and if so shall bear interest at the rate provided in the Obligation. Any insurance obtained by Beneficiary pursuant hereto may, at Beneficiary's option, insure only the Beneficiary and not the Grantor.

Grantor assigns to the Beneficiary, in the event of default, all rents and profits from the Premises and any improvements thereon, and authorizes the Beneficiary to enter upon and take possession of such Premises and improvements, to rent same at any reasonable rate of rent, and after deducting from such rents the cost of letting and collection, to apply the remainder of the debt secured hereby. If the Premises or any part thereof shall be taken by condemnation or settlement in lieu thereof, all proceeds from such condemnation are hereby assigned to the Beneficiary and Beneficiary may apply such condemnation proceeds or proceeds in settlement of any condemnation to the indebtedness due or to the reconstruction of the improvements upon the Premises.

This instrument shall constitute a Security Agreement under the Uniform Commercial Code of the State of North Carolina and Beneficiary in exercising its rights hereunder shall have all rights and remedies provided to a secured party under the laws of the State of North Carolina, including the right to sell any security property separate from the land.

If the Premises or any part thereof or interest therein is sold, assigned, transferred or otherwise alienated by Grantor, whether voluntarily, involuntarily or by operation of law without the prior written consent of the Beneficiary, the Beneficiary may declare the Obligation secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation, limited liability company, limited partnership or partnership, whether or not of record or whether or not for consideration, shall be deemed a transfer of an interest in the Premises. Notwithstanding the foregoing, the following shall not be deemed a transfer of an interest in the Premises: (a) the creation of a lien or other encumbrance subordinate to the lien of this Deed of Trust which does not relate to a transfer of rights of occupancy; (b) a transfer of devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (c) the grant of a leasehold interest of three (3) years or less not involving an option to purchase; (d) a transfer where the spouse or children of the Grantor become the owner of the Premises; (e) a transfer resulting from a decree of a dissolution of a marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse of the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises.

Reference No. _____

The irrevocable power to appoint a substitute trustee is hereby expressly granted to the beneficiary or any holder of the Obligation, which power may be exercised at any time without notice and without specifying any reason therefor by the filing of an instrument of appointment in the office where this instrument is recorded, whereupon the substitute trustee shall succeed to all rights, powers and duties of the Trustee hereunder.

If any of the collateral securing the Obligation is the principal dwelling of the Grantor, then notwithstanding any agreement of the Grantor or Obligor to the contrary, this Deed of Trust will not secure any indebtedness from the Grantor or Obligor to the Beneficiary incurred for personal, family or household purposes (as opposed to business, commercial or agricultural purposes) other than the Obligation, and the covenants and arrangements set forth in this Deed of Trust as they may be hereafter amended, modified, extended or replaced.

This Deed of Trust is delivered in and shall be constructed under the internal laws and judicial decisions of the State of North Carolina, and, to the extent the same may be applicable, the laws of the United States. In any litigation in connection with or to enforce this Deed of Trust against any person, including, but not limited to, any Grantor, each such person irrevocably consents to and confers personal jurisdiction on the courts of the State of North Carolina or the United States courts located in the State of North Carolina, and expressly waives any objections as to venue in any such courts, and agrees that service of process may be made on each such person by mailing a copy of the summons and complaint to them by registered or certified mail, return receipt requested. Nothing contained herein shall, however, prevent the beneficiary or any other holder of the Obligation from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available by applicable law.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors or if partnership or limited partnership, by its general partner(s) or if limited liability company by its manager(s) or member(s), the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

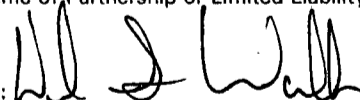
(SEAL)

Name of Corporation

By: _____

Title

D WALSH CONSTRUCTION COMPANY, _____ (SEAL)
Name of Partnership or Limited Liability Company

By:  _____ (SEAL)
DANIEL G. WALSH, MEMBER/ORGANIZER

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

Reference No. _____

STATE OF NORTH CAROLINA, _____ COUNTY

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

Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and notarial stamp or seal this _____ day of _____, _____.

(Notary Seal)

Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA, Harnett COUNTY

I, Theda C. Poole, a Notary Public of said County and State, certify that Daniel G. Walsh, personally came before me this day and acknowledged that he/she is Member/Organizer of D Walsh Construction Company, LLC corporation/association, and that he/she as Member/Organizer, being authorized to do so, executing the foregoing on behalf of the corporation/association.

WITNESS my hand and official seal, this the 11th day of March, 2009.

(Notary Seal)

Notary Public
My Commission Expires: 12/05/2009

STATE OF NORTH CAROLINA, _____ COUNTY

I, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of the Grantor/Debtor.

Witness my hand and notarial stamp or seal this _____ day of _____, _____.

(Notary Seal)

Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA, _____ COUNTY

The foregoing certificate of _____ a Notary Public of _____ County, North Carolina is certified to be correct. This is the _____ day of _____, _____.

Register of Deeds

EXHIBIT "A"
LEGAL DESCRIPTION

BEING all of Lot 34 of Tingen Place Subdivision, Phase Two, as shown on plat map recorded in Map #2007-998, Harnett County Registry, reference being hereby made for a more particular description of each lot.