

Initial Application Date: 8-6-10

Application # 1050025001

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: H Leigh Balance Mailing Address: 2209 HAMRICK DRIVE

City: Raleigh State: NC Zip: 27605 Contact # 910 977-2562 Email: \_\_\_\_\_

APPLICANT: GARY ROBINSON Mailing Address: 15511 RAMSEY ST.

City: Fayetteville State: NC Zip: 28311 Contact # 910 977-2562 Email: \_\_\_\_\_

\*Please fill out applicant information if different than landowner  
CONTACT NAME APPLYING IN OFFICE: GARY W. ROBINSON Phone # 910 977-2562

PROPERTY LOCATION: Subdivision: Gwyn Oaks Lot #: 58 Lot Size: .36

State Road # \_\_\_\_\_ State Road Name: 210 S Map Book & Page: 2007, 1005

Parcel: 010547 0024 58 PIN: 0536-02-4440.000

Zoning: R-20R Flood Zone: X Watershed: NA Deed Book & Page: 02504, 0248 Power Company: PROGRESS ENERGY

\*New structures with Progress Energy as service provider need to supply premise number \_\_\_\_\_ from Progress Energy.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: TAKE Hwy 210 S Turn LEFT into Subdivision on Tactics DRIVE

PROPOSED USE:

- SFD: (Size 40 x 54) # Bedrooms: 3 # Baths: 2 1/2 Basement(w/w bath): \_\_\_\_\_ Garage:  Deck:  Crawl Space:  Slab: \_\_\_\_\_ Monolithic Slab: \_\_\_\_\_  
(Is the bonus room finished?  yes  no w/ a closet?  yes  no (if yes add in with # bedrooms)
- Mod: (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/w bath) \_\_\_\_\_ Garage: \_\_\_\_\_ Site Built Deck: \_\_\_\_\_ On Frame \_\_\_\_\_ Off Frame \_\_\_\_\_  
(Is the second floor finished?  yes  no Any other site built additions?  yes  no
- Manufactured Home: \_\_\_\_\_ SW \_\_\_\_\_ DW \_\_\_\_\_ TW (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms: \_\_\_\_\_ Garage: \_\_\_\_\_ (site built? \_\_\_\_\_) Deck: \_\_\_\_\_ (site built? \_\_\_\_\_)
- Duplex: (Size \_\_\_\_\_ x \_\_\_\_\_) No. Buildings: \_\_\_\_\_ No. Bedrooms Per Unit: \_\_\_\_\_
- Home Occupation: # Rooms: \_\_\_\_\_ Use: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees: \_\_\_\_\_
- Addition/Accessory/Other: (Size \_\_\_\_\_ x \_\_\_\_\_) Use: \_\_\_\_\_ Closets in addition?  yes  no

Water Supply:  County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_) \*MUST have operable water before final

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

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above?  yes  no

Structures (existing or proposed): Single family dwellings:  Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

Required Residential Property Line Setbacks: \_\_\_\_\_ Comments: \_\_\_\_\_

Front Minimum 35 Actual 36

Rear 25 34.8

Closest Side 10 41.1

Sidestreet/corner lot \_\_\_\_\_

Nearest Building on same lot \_\_\_\_\_

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.

Gary W. Robinson  
Signature of Owner or Owner's Agent

8/5/10  
Date

\*\*This application expires 6 months from the initial date if permits have not been issued\*\*

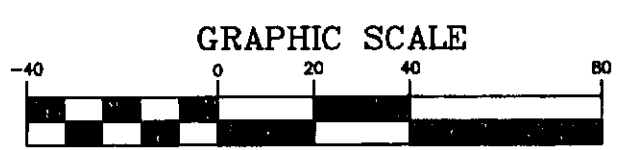
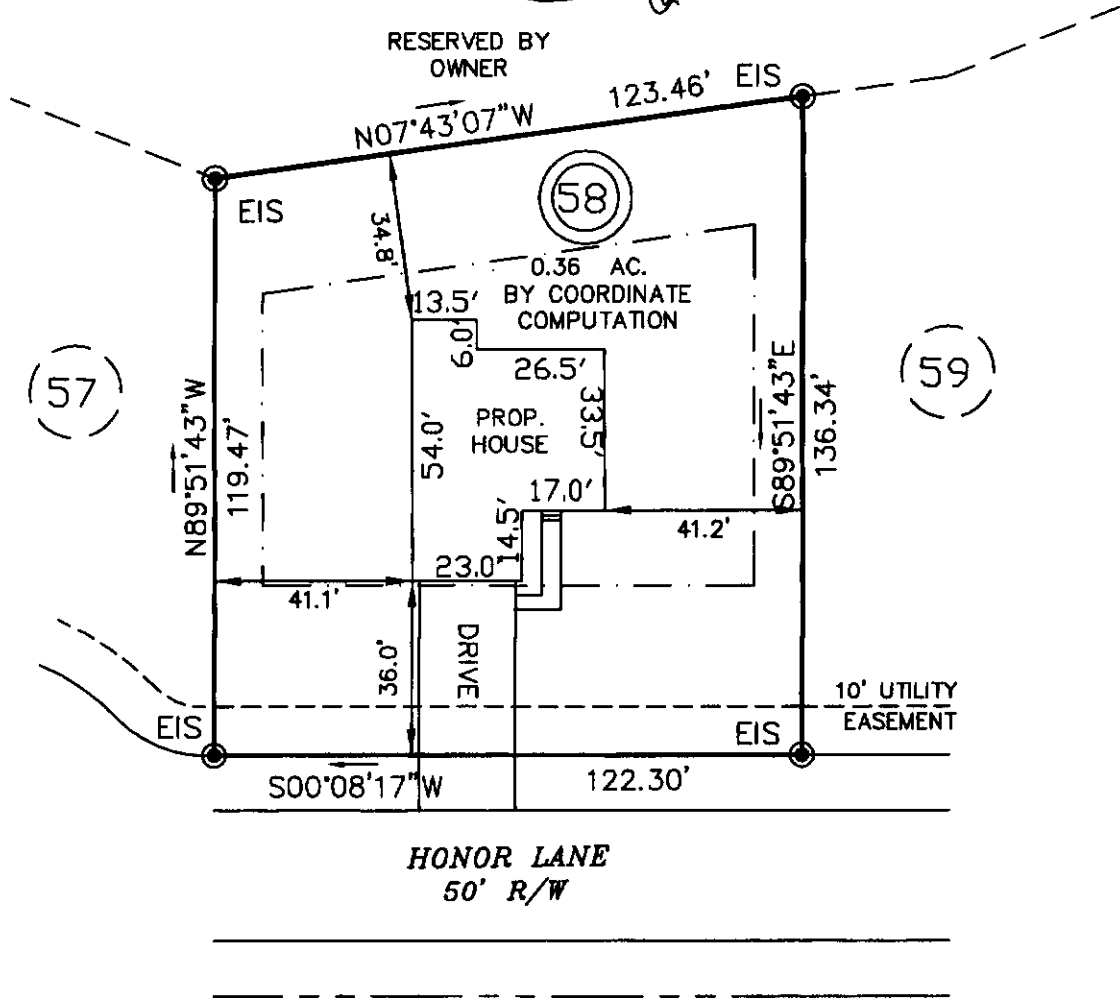
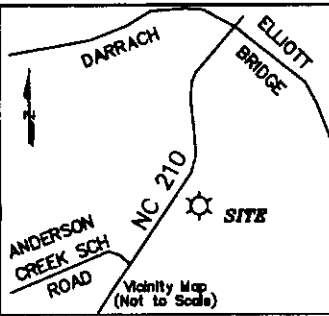
A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

**PRELIMINARY PLAT NOT FOR RECORDATION, SALES OR CONVEYANCES.**

**LEGEND:**

- EIS - EXISTING IRON STAKE
- ISS - IRON STAKE SET
- R/W - RIGHT OF WAY
- DB - DEED BOOK
- PB - PLAT BOOK
- PG - PAGE
- PROPERTY LINE
- R/W ADJUNCTIONS
- SETBACK
- EASEMENT

1. THIS PLAN IS FOR LOCATION PURPOSES ONLY. BUILDER SHOULD VERIFY FOUNDATION INFORMATION WITH PLANS BEFORE CONSTRUCTION BEGINS.
2. PROPERTY SUBJECT TO EASEMENT AND COVENANTS OF RECORD NO TITLE SEARCH PERFORMED.
3. ALL DISTANCES ARE MEASURED IN FEET.



( IN FEET )  
1 inch = 40 ft.

**-SITE PLAN FOR-  
CHRIS MANNING  
GWEN OAKS SUBDIVISION  
MAP #2007-1005**

ANDERSON CREEK TWP  
HARNETT COUNTY  
NORTH CAROLINA  
SCALE = 1" = 40'  
JUNE 4, 2010



North Carolina  
Cumberland County

I, Cathy L. Autry, certify that this plat was drawn under my supervision from an actual survey made under my supervision, description recorded in Map #2007-1005, that the ratio of precision as calculated by latitudes and departures meets or exceeds 1/10,000, that the boundaries not surveyed are shown as broken lines plotted from information found in books referenced, that this map was NOT prepared in accordance with G.S. 47-30 as amended.

Witness my hand and official seal this 4th day of June, A.D., 2010.

**CATHY L. AUTRY, PLS 3796**  
3946 A SUNNYSIDE SCHOOL ROAD  
FAYETTEVILLE, NC 28312  
PHONE - (910) 483-5536

*Cathy L. Autry*  
Cathy L. Autry, PLS. L-3796

NAME: \_\_\_\_\_

APPLICATION #: \_\_\_\_\_

**\*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)

910-893-7525 option 1

CONFIRMATION # \_\_\_\_\_

**Environmental Health New Septic System Code 800**

- 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 proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- 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 option 1 to schedule and use code **800** (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

**Environmental Health Existing Tank Inspections Code 800**

- Follow above instructions for placing flags and card 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 option 1 & select notification permit if multiple permits, then use code **800** for Environmental Health inspection. **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 \_\_\_\_\_

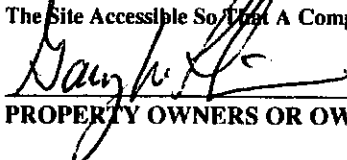
The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

- 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.**



PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

8/5/10  
DATE



FOR REGISTRATION REGISTER OF DEEDS  
KIMBERLY S. HARRIS  
HARRIS COUNTY, NC  
2008 MAY 01 04:01:40 PM  
BK: 2504 PG: 269-277 FEE: \$35.00

INSTRUMENT # 2008007261

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

This Instrument Prepared by: STEPHEN TODD ADAMS  
(Adams & Howell, PA)

Reference No. \_\_\_\_\_

After Recording Mail to:

Borrower(s):

First Bank

SETH L BALLANCE  
HENRY LEIGH BALLANCE  
2209 HAMRICK DRIVE  
RALEIGH NC 27615

1000 S Main St

Lillington NC 27546

Date: 5/01/2008

**GRANTOR**  
SETH L BALLANCE, UNMARRIED  
HENRY LEIGH BALLANCE,\* AND SPOUSE  
MARY L BALLANCE  
2209 HAMRICK DR  
RALEIGH NC 27615

**TRUSTEE**  
STEPHEN TODD ADAMS  
728 N RALEIGH ST STE B1  
ANGIER NC 27501

**BENEFICIARY**  
First Bank  
1000 S Main St  
Lillington NC 27546

\* (aka H. Leigh Ballance)

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 FORTY SIX THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 146300.00)

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 SETH L BALLANCE AND HENRY LEIGH BALLANCE, 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 5/01/09 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.

**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 Anderson Creek 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 \$ 25,860.20 and the maximum amount, including present and future advances, which may be secured hereby at any one time is \$ 146,300.00. The period within which such future advances may be made is between the date hereof and 5/01/2009, 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

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 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; (e) Grantor shall permit no release of Hazardous Material onto or from the Premises; (f) Grantor shall cause the Premises to comply with applicable Environmental Laws; (g) 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 (h) 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)

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.

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.

Seth L. Ballance (SEAL)  
SETH L. BALLANCE

\_\_\_\_\_  
Name of Partnership or Limited Liability Company (SEAL)

Henry Leigh Ballance (SEAL)  
HENRY LEIGH BALLANCE (aka H. Leigh Ballance)

By: \_\_\_\_\_ (SEAL)

Mary L. Ballance (SEAL)  
MARY L. BALLANCE

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Title



STATE OF NORTH CAROLINA, \_\_\_\_\_ Hamett COUNTY

I, a Notary Public of the County and state aforesaid, certify that \_\_\_\_\_  
Seth L. Ballance and Harry Leigh Ballance (aka H. Leigh Ballance)  
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 1st day of May, 2008.

(Notary Seal) \_\_\_\_\_  
Michelle T Goss Notary Public  
Michelle T Goss  
My Commission Expires: 10-21-2008

STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of said County and State, certify that \_\_\_\_\_ personally came before me this day and acknowledged \_\_\_\_\_ of \_\_\_\_\_ corporation/association, and that he/she is \_\_\_\_\_, being authorized to do so, executing the foregoing on behalf of the corporation/association.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_.

(Notary Seal) \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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) \_\_\_\_\_  
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

STATE OF NORTH CAROLINA

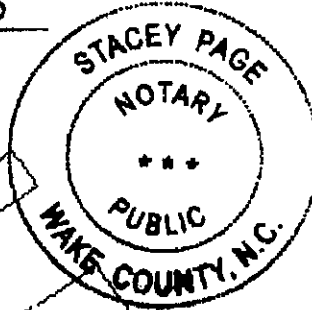
COUNTY OF Wake

I, Stacey Page, a Notary Public of the County and State aforesaid, certify that Mary L. Ballance, 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 1<sup>st</sup> day of May, 2008.

Stacey Page  
Notary Public

My Commission Expires: 05-10-2009



UNREGISTERED DOCUMENT

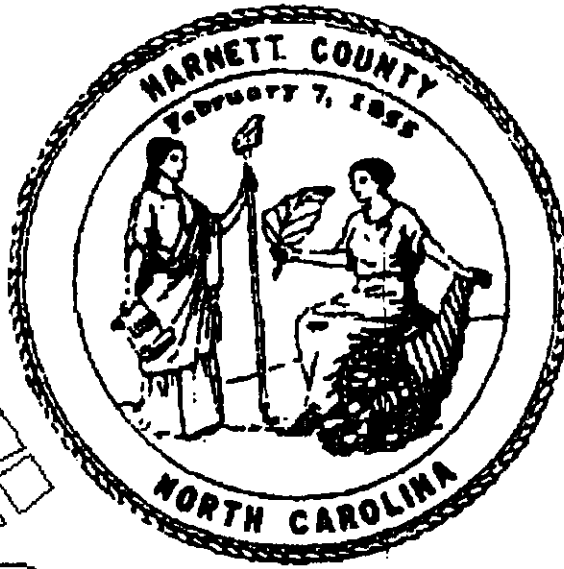
**EXHIBIT A**  
**LEGAL DESCRIPTION**

**BEING all of Lot 58, Gwen Oaks Subdivision, as shown in Map # 2007, Pages 1005 & 1006, Harnett County Registry.**

*[Handwritten initials]*  
WRB  
HAB

**\*\* Notwithstanding any pre-printed information contained herein to the contrary, this instrument secures a Note executed by Seth L. Ballance and Henry Leigh Ballance only. \*\***

Unofficial Document



KIMBERLY S. HARGROVE  
REGISTER OF DEEDS, HARNETT  
305 W CORNELIUS HARNETT BLVD  
SUITE 200  
LILLINGTON, NC 27546

Filed For Registration: 05/01/2008 04:01:40 PM

Book: RE 2804 Page: 269-277

Document No.: 2008007261

DT/AGREE 9 PGS \$35.00

Recorder: ANGELA J BYRD

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

**DO NOT DISCARD**

**\*2008007261\***

2008007261