

Initial Application Date: 10-29-10

Application # 1050025506

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: Effie Ragland Mailing Address: 210 Long St.

City: Fuquay-Varina State: NC Zip: 27526 Contact # (919) 538-6004 Email: None

APPLICANT*: Craig and Linda daniel Mailing Address: 295 Sheridan Avenue

City: Vineland State: NJ Zip: 08360 Contact # 856-327-1393 Email: craig.daniel2@usar.army.mil

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Kevin Burrus Phone # (919) 889-1766

PROPERTY LOCATION: Subdivision: No Subdivision Lot #: LT3R Lot Size: 7 acs

State Road # 1456 State Road Name: Hilliard Rd. Map Book&Page: 2000 / 530

Parcel: 080654 0141 40 PIN: 0654-88-6143.000

Zoning: RA30 Flood Zone: X Watershed: III Deed Book&Page: 02656 / 0518 + OPP Power Company*: _____

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

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 401 North to right onto Rawl's Church Rd. Right onto Hilliard Rd.

Property on the right. Will have recent surveying flags.

PROPOSED USE:

- SFD: (Size 60 x 50) # Bedrooms: 4 # Baths: 3 Basement(w/wo bath): _____ Garage: Deck: Crawl Space: Slab: _____ 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/wo 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: 1 Manufactured Homes: _____ Other (specify): _____

Required Residential Property Line Setbacks:

Front	Minimum	<u>35</u>	Actual	<u>231.2</u>
Rear		<u>25</u>		<u>581</u>
Closest Side		<u>10</u>		<u>118.7</u>
Sidestreet/corner lot				
Nearest Building on same lot				

Comments: _____

Notes: There used to be a singlewide mobile home on this property. It has long been removed. The new house to be built will not using the existing septic system because the new house will be placed further back on the lot.

There is already a water meter.

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.

Kevin Burrus - agent 10/29/10
Signature of Owner or Owner's Agent 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

NAME: Craig & Linda Daniel

APPLICATION #: 1050025506

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

- **All property irons must be made visible.** 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.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
- 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 **outlet end** of tank as diagram indicates, and lift lid straight up (*if possible*) and then **put lid back in place.** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- After uncovering **outlet end** 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.

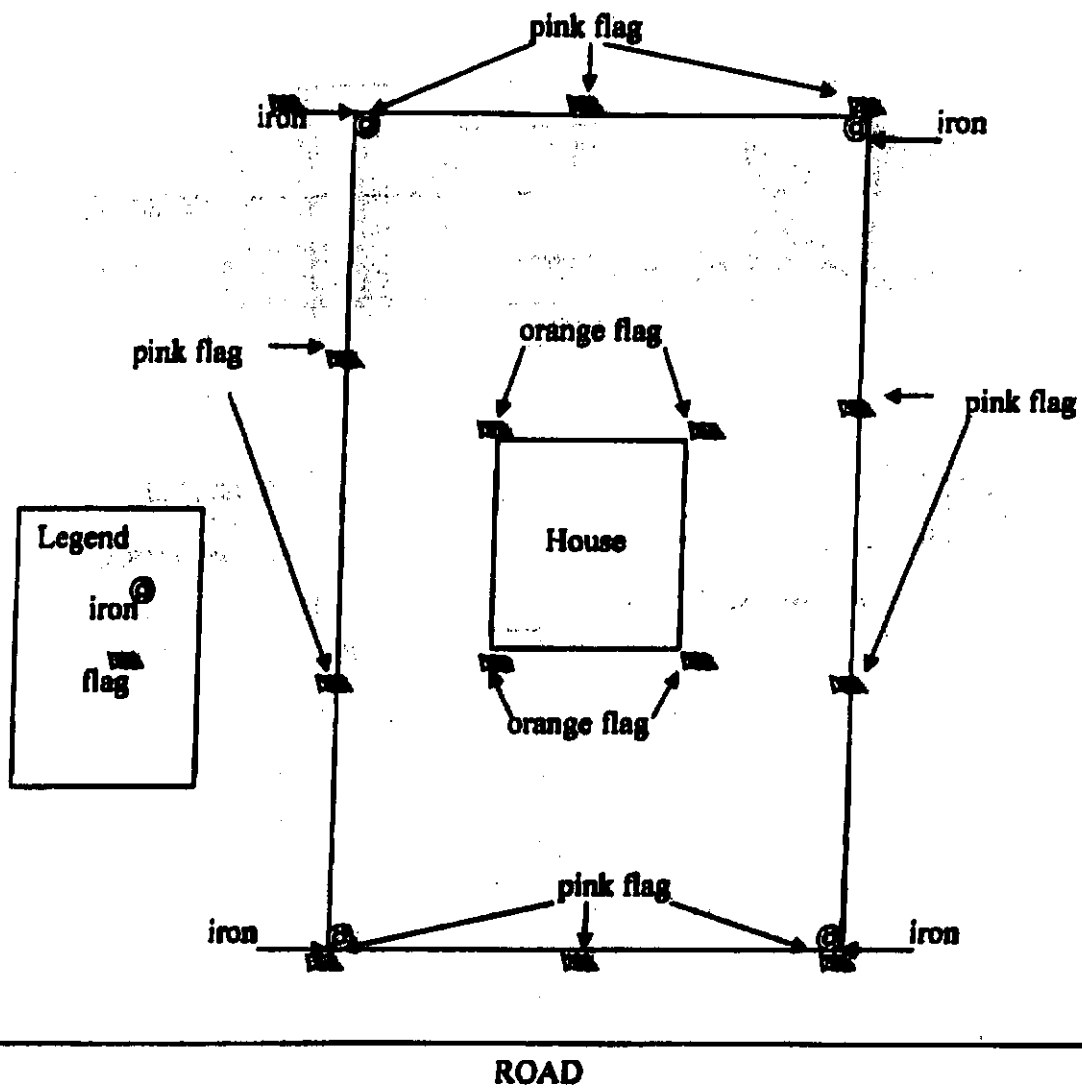
I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible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

Kerwin Burman - agent
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

10/29/10
DATE

How to Properly Mark Property for Soil Evaluation

(MUST MATCH SITE PLAN)



SURVEY FOR

CRAIG DANIEL and wife LINDA DANIEL

PART OF LOT 3-R, MAP # 2000-530


HECTOR'S CREEK TOWNSHIP HARNETT COUNTY N.C.

SCALE: 1" = 100'

60' PUBLIC R/W

N.C.S.R. 1456

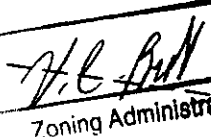
HILLIARD ROAD

SITE PLAN APPROVAL  USE SFD

DISTRICT RA30

#BEDROOMS 4

Date 10-29-10

 Zoning Administrator

(2)



(3)

(4)

(5)

(6)

(7)

CALVIN'S PLACE

MAP # 2001-1186

ADDRESS:
350 HILLIARD ROAD
FUQUAY-VARINA, N.C. 27526

HARNETT COUNTY PIN#
0654-88-6143.000

WILLIAM S. CURRIN, ET AL
MAP # 2008-422

BLUE FALCON DRIVE
UNIMPROVED R/W

LEGEND
EIP - EXISTING IRON PIPE
IPS - IRON PIPE SET
NIF - NO IRON FOUND
PK - PK NAIL
RRS - RAILROAD SPIKE

REFERENCE LINE ONLY
RUN OF REDDING BRANCH
IS PROPERTY LINE

N/F
WILLIAM S. CURRIN, ET AL
MAP # 2008-422

ASHWORTH
LAND SURVEYING

PO BOX 388, FUQUAY-VARINA, N.C. 27526 919-552-1857

PRELIMINARY PLAT



FOR REGISTRATION REGISTER OF DEEDS
TIMBERLY S. HARGROVE
COUNTY CLERK
2009 JUL 31 11:22:56 AM
BK:2656 PG:518-523 FEE:\$26.00
NC REV STAMP:\$73.00
INSTRUMENT # 2009011987

08-0654-044-40

71.31-09 8215

Prepared by: **Senter, Stephenson & Johnson, P.A. [WCR Box #175]**
114 Raleigh St., Fuquay-Varina, NC 27526

Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds. This instrument prepared without title examination or tax advice.

MAIL TO: **GRANTEE**

Excise Tax: \$73.00

THIS GENERAL WARRANTY DEED, made this 21st day of July, 2009, by and between

**Effie R. Ragland, Administrator of
the Estate of The Estate of Josephine Maranda Hilliard**
210 Long Street
Fuquay Varina, NC 27526

Pauline Hilliard Prince, widow
311 Piney Grove Rawls Road
Fuquay Varina, NC 27526

**Mozelle H. Carroll and husband
Russell Carroll**
8520 Bells Lake Road
Apex, NC 27539

**Garland Hilliard and wife
Priscilla Hilliard**
313 Meadow Drive
Fuquay Varina, NC 27526

Peggle H. Wilkes, widow
156 Hilliard Drive
Fuquay Varina, NC 27526 hereinafter called Grantors;

and

Barbara P. Gunter, a married woman, (a 1/3rd undivided interest)

Irma P. Salmon, a married woman, (a 1/3rd undivided interest)

Effie R. Ragland, a married woman, (a 1/3rd undivided interest)

AS TENANTS IN COMMON
c/o: 210 Long Street
Fuquay Varina, NC 27526 hereinafter called Grantees:

UNRECORDED INSTRUMENT

WITNESSETH:

The designation Grantor and Grantee used herein shall include parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

The grantor, for a valuable consideration paid by the grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the each grantee in fee simple, a 1/3rd undivided interest AS TENANTS IN COMMON in all that certain lot or parcel of land situated in Hector's Creek Township, Hamett County, NC and more particularly described as follows:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the grantee, in fee simple.

And the grantor covenants with the grantee that grantor is seized in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all adverse encumbrances, and that the grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for exceptions hereinafter stated.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, the day and year first above set forth.

Effie B. Ragland, Administrator (SEAL)
Effie B. Ragland, Administrator of
The Estate of Josephine Maranda Hilliard

Pauline Hilliard Prince (SEAL)
Pauline Hilliard Prince

Mozelle H. Carroll (SEAL)
Mozelle H. Carroll

Russell Carroll (SEAL)
Russell Carroll

Garland Hilliard (SEAL)
Garland Hilliard

Priscilla Hilliard (SEAL)
Priscilla Hilliard

Peggie H. Wilkes (SEAL)
Peggie H. Wilkes

STATE OF NORTH CAROLINA
COUNTY OF WAKE

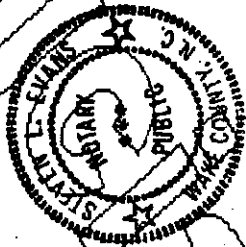
I certify that following person (s) personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Effie R. Baylath Administrator of the Estate of The Estate of Josephine Maranda Hilliard

Date: 7/24/09

[Signature]
Official Signature of Notary

Steven L. Evans
Notary's printed or typed name

My commission expires: 4/04/2012



NORTH CAROLINA
COUNTY OF WAKE

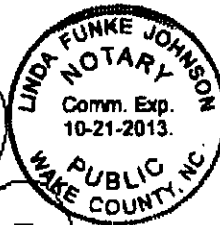
I, the undersigned notary public, do hereby certify that Pauline Hilliard Prince, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 23rd day of July 2009.

[Signature]
Notary Public

Linda Funke Johnson Printed Name of Notary Public

My commission expires: 10-21-2013



NORTH CAROLINA
COUNTY OF WAKE

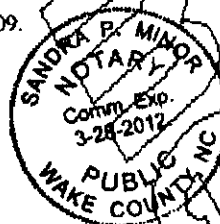
I, the undersigned notary public, do hereby certify that Mozelle H. Carroll and husband Russell Carroll, each personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 22nd day of July 2009.

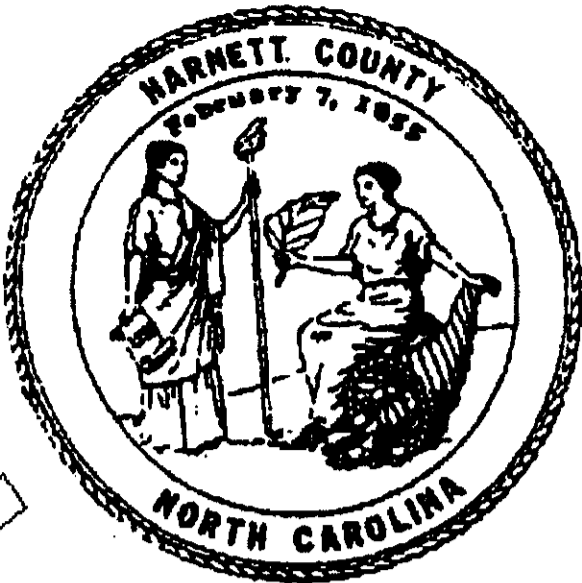
[Signature] Notary Public

Sandra P. Minor Printed Name of Notary Public

My commission expires: 3-28-2012



UNOFFICIAL COPY



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

Filed For Registration: 07/31/2009 11:22:56 AM
Book: RE 2656 Page: 518-523
Document No.: 2009011987
DEED 6 PGS \$26.00
NC REAL ESTATE EXCISE TAX: \$73.00
Recorder: ANGELA J BYRD

State of North Carolina, County of Harnett
KIMBERLY S. HARGROVE, REGISTER OF DEEDS

DO NOT DISCARD

2009011987

2009011987

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
(Consult "Guidelines" (Form 120) for guidance in completing this form)

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A.1-7).

Craig Dental
Linda E. Dental
as Buyer, hereby offers to purchase and

Richard F. Gentes
Bette B. Fogland
Tara Salton

as Seller, upon acceptance of said offer, agree to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (1) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Harnett County, State of North Carolina, being known as and more particularly described as:
Address: Street 240 Elliland Rd.
City: Wentworth Zip 27586

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description:
T.O. Elliland Tract Deed Book 2656 pages 518-523 Met acres 6.021

Subdivision Name Not in a subdivision

Plat Reference: Lot 23, Block or Section 2/2, as shown on Plat Book or Slide 2026 at Page(s) 228 (Property acquired by Seller in Deed Book 2656 at Page(s) 518-523)

NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A.12-7) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. PURCHASE PRICE: The purchase price is ~~\$ 25,000.00~~ \$ 68,500.00 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$ 2, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: IRA

to be deposited and held in escrow by Century 21 Realty Services, Inc. ("Escrow Agent"), until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of

This form jointly approved by North Carolina Bar Association, North Carolina Association of REALTORS, Inc.
PREPARED BY: Kevin Brown, Agent
STANDARD FORM 12-T Revised 7/2008 © 7/2008
Revised 12/08, Version 6.10. Online Registered to Office Manager, C-21 Realty South Realty

Buyer initials

Seller initials

I.S.
P.W.S.
E.R. Not
BOR BTT

I.S.
P.W.S.
E.R.
BOR
BTT

N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

- (b) \$ 200.00 (ADDITIONAL) EARNST MONEY DEPOSIT to be paid to Escrow Agent no later than October 10, 2010, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ 0 OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ 0 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
- (e) \$ 0 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ ~~200,000.00~~ 67,000 BALANCE of the purchase price in cash at Closing.

3. LOAN CONDITION:

(a) Loans. Buyer's performance is contingent upon Buyer's ability to obtain a Conventional Other: N/A loan at a Fixed Rate Adjustable Rate in the principal amount of 200,000 for a term of 30 year(s), at an initial interest rate not to exceed 7.75 % per annum, with mortgage loan discount points not to exceed 0 % and with loan origination fee not to exceed 2 % of the loan amount ("Loan").

(b) Loan Obligations: The Buyer agrees to:

- (i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within 5 days after the Effective Date;
- (ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnst Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. Buyer further agrees to:

- (iii) Pursue qualification for and approval of the Loan diligently and in good faith;
- (iv) Continually and promptly provide requested documentation to lender.

(c) Buyer's Right to Terminate: If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within N/A days after the Effective Date (or any agreed-upon written extension of this deadline) TIME BEING OF THE ESSENCE, Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnst Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnst Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnst Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. (WARNING: Buyer is advised to consult with Buyer's lender to ensure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

4. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):
 To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
 To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that the Property is located partly or entirely within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

5. OTHER CONDITIONS:

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes ("Intended Use").
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be

This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.

NECPACED BY: Kevin Burrus, Agent
STANDARD FORM 13-T Revised 12/2008 © 7/2009
RealFASCO Software, ©2011, Version 6.16 Software Registered to: CRM Manager, C-31 Daily Media Realty

Buyer initials [Signature]

*I.S. E.R.
P.W.S. B or
Buyer [Signature]*

*E.R.
FOR
I.S.
P.W.S.
Buyer
[Signature]*

terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 3.

If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before N/A.

- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: (insert "None" or the identification of such assessments, if any):
None known. If any, to be paid by the sellers.

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0 per N/A. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

8. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

10. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

11. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before 11/30/10 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to Craig and Linda Daniel.

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close.

This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.
PREPARED BY: Kevin Burrus, Agent
STANDARD FORM 12-T Revised 7/2008 © 7/2009
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Buyer initials

[Handwritten initials]

Seller initials _____

*I.S. E.R.
P.W.S. BCR
BAG ACH*

without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum...

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

13. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) Soil, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use...

(b) Septic/Sewer Systems (check only ONE):

Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system...

This contract is contingent upon Buyer/Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) conventional or other E/A.

ground absorption sewage system for a bedrooms home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than November 13, 2010 shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections...

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community sewer system.

(c) Water (check only ONE):

Buyer has investigated and approved the availability, costs and expenses to connect to a public or community water system or shared private well.

Buyer has investigated the costs and expenses to install the private drinking water well approved by the Construction Permit attached hereto as Exhibit A and hereby approves and accepts said Construction Permit.

Seller represents that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. With respect to wells installed after July 1, 2008, Buyer acknowledges receipt of the County Health Department's Certificate of Completion attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the well...

This Contract is contingent upon Buyer/Seller ("Responsible Party") obtaining a Construction Permit from the County Health Department ("County") for a private drinking water well. All costs and expenses of obtaining such Permit, including but not limited to any required survey, shall be borne by Responsible Party unless otherwise agreed.

Responsible Party shall be responsible for clearing that portion of the Property required by the County to conduct a field investigation to evaluate the site. Responsible Party shall use best efforts to obtain such Permit. If the Construction Permit from the County cannot be obtained by B/A (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION

This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS, Inc. PREPARED BY: Kevin Burrus, Agent. STANDARD FORM 15-T Revised 1/2009 © 1/2009. REALTOR® Signature. 62996-1/0901 © 10 Builders Registered or Office Manager. D-21 Body Media Ready

Buyer Initials [Handwritten initials]

I.S. E.R. P.W.S. BCR Bp9 [Handwritten initials]

I.S. P.W.S. E.R. BCR Bp9 [Handwritten notes]

UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2 (The Buyer's obligation to purchase the Property is subject to the Buyer's satisfaction with the physical condition of the Property as of the Closing Date. Buyer shall have the right to terminate this contract for any reason by the Closing Date by providing written notice to Seller at least 10 business days prior to Closing. Buyer shall have the right to inspect the Property at any time prior to Closing, including but not limited to the time between the time Seller provides the Termination Notice to Buyer and the Closing Date. Buyer shall be deemed to have accepted the Property at the Closing Date unless Buyer provides written notice of termination to Seller prior to the Closing Date. If Buyer fails to provide written notice of termination to Seller prior to the Closing Date, Buyer shall be deemed to have accepted the Property in its then existing condition. **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**)

14. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof, but Buyer shall not be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

15. OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT. IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- Additional Provisions Addendum (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- FHA/VA Financing Addendum (Form 2A4-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure And Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)

OTHER:
It is the buyer's understanding that county water has been tapped at the road and has been ran onto the property in the area where the mobile home was located.

The buyers are aware that there is an existing septic system on the front part of the property but they want to build further back on the property and install a new septic.

16. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

17. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

18. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 13 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e. Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after

Buyer initials *[Handwritten initials]*

Seller initials *[Handwritten initials: J.S., E.R., P.W.S., BOB, B99, NCB]*

the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

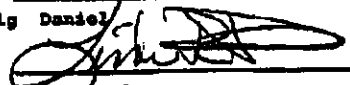
22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

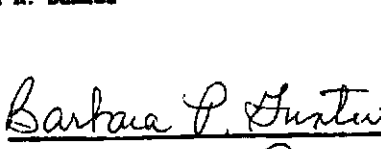
23. COMPUTATION OF DAYS: Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

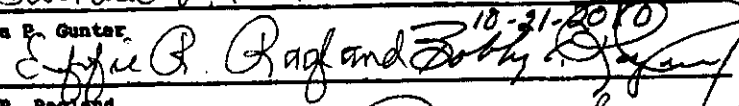
Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.


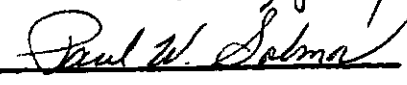
THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER  DATE 14 Oct 2010 (SEAL)
Craig Daniel

BUYER  DATE Oct 14, 2010 (SEAL)
Linda R. Dahl

SELLER  DATE 10-18-10 (SEAL)
Barbara P. Gunter

SELLER  DATE 10-18-10 (SEAL)
Effie R. Ragland

SELLER   DATE 10-18-10 (SEAL)
Irma Salmon

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:
Mailing Address:
Buyer Fax:
Buyer E-Mail Address:

SELLER NOTICE ADDRESS:
Mailing Address:
Seller Fax:
Seller E-Mail Address:

SELLING AGENT NOTICE ADDRESS:
Individual Selling Agent: Kevin Burrus
License #: 227255
Firm Name: Century 21 Becky Medlin Realty
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
Mailing Address: 407 N. Judd Pkwy N.E.
Fusquay-Variata, NC 27526
Selling Agent Fax#: 1-866-636-1806
Selling Agent E-mail Address: kevin@kevinburrus.com
Selling Agent Phone#: 919-1766

LISTING AGENT NOTICE ADDRESS:
Individual Listing Agent: Becky Medlin
License #:
Firm Name: Century 21 Becky Medlin Realty
Acting as Seller's (sub) Agent Dual Agent
Mailing Address: 407 N. Judd Pkwy N.E.
Fusquay-Variata, NC 27526
Listing Agent Fax#: 552-7900
Listing Agent E-mail Address:
Listing Agent Phone#: 291-1353

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date 10-25-2010

Firm: Century 21 Becky Medlin Realty

By: Becky Medlin (Signature)

Buyer initials

Seller Initials

Handwritten initials: I.S., P.W.S., M.A., E.R., BUR, Bfy