

Initial Application Date: 6/18/15

F23 MASKS DEVELOPMENT INC

Application #

15-50036450

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

CU#

Central Permitting

108 E. Front Street, Lillington, NC 27546

Phone: (910) 893-7525 ext:2

Fax: (910) 893-2793

www.harnett.org/permits

****A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION****

LANDOWNER: JANA WALLS

Mailing Address: PO BOX 491

City: ERWIN

State: NC

Zip: 28339

Contact No: 910-890-3241

Email: _____

APPLICANT: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Contact No: _____

Email: _____

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: JANA WALLS

Phone # _____

151 Thornton's Creek

PROPERTY LOCATION: Subdivision: THORNTON'S CREEK

Lot #: 6

Lot Size: .67 ACRES

State Road # OLD STAGE

State Road Name: OLD STAGE RD

Map Book & Page: 0099 / 0308

Parcel: 07058811009306

PIN: 0588384856000

Zoning: RA30

Flood Zone: X

Watershed: WS-IV

Deed Book & Page: 01513 / 0596

Power Company*: Duke

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

PROPOSED USE:

SFD: (Size _____ x _____) # Bedrooms: _____ # Baths: _____ Basement (w/wo 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/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 22 x 54) Use: above ground pool 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

Does the property contain any easements whether underground or overhead () yes () no

Structures (existing or proposed): Single family dwellings: 1 Manufactured Homes: _____ Other (specify): above ground pool

Required Residential Property Line Setbacks:

	Minimum	Actual
Front	<u>35</u>	<u>35+</u>
Rear	<u>10</u>	<u>10+</u>
Closest Side	<u>10</u>	<u>10</u>
Street/corner lot	_____	_____
Nearest Building same lot	_____	_____

Comments: existing

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 421 TOWARDS ERWIN
(TR) ON OLD STAGE RD - GO 1.45 MILES - (TR)
ON THORNTON'S CREEK DR - 1ST HOUSE ON (L)

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.

[Signature]
Signature of Owner or Owner's Agent

6-18-15
Date

It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.

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

09/09/11

Application #

15-50036450

Harnett County Central Permitting
PO Box 65 Lillington NC 27546
910 893 7525 Fax 910 893 2793 www.harnett.org/permits

Each section below to be filled out by whomever performing work Must be owner or licensed contractor Address company name & phone must match

Application for Residential Building and Trades Permit

Owner's Name JANA WALLS Date 6-18-15
Site Address 151 THORNTON'S CREEK DR ^{EX 28339} Phone 910-890-3241
Directions to job site from Lillington 421 TOWARDS EXUMA (TR) ON OLD STAGE RD. GO 1.45 MILES (TR) ON THORNTON'S CREEK DR FIRST HOUSE ON (L)

Subdivision _____ Lot _____
Description of Proposed Work ABOVE GROUND SWIMMING POOL # of Bedrooms 3
Heated SF 1890 Unheated SF 500 Finished Bonus Room? _____ Crawl Space _____ Slab _____

General Contractor Information

JANA WALLS (OWNER) 910-890-3241
Building Contractor's Company Name Telephone

Address _____ Email Address _____

License # _____

Electrical Contractor Information

Description of Work _____ Service Size _____ Amps T-Pole Yes No

Electrical Contractor's Company Name _____ Telephone _____

Address _____ Email Address _____

License # _____

Mechanical/HVAC Contractor Information

Description of Work _____

Mechanical Contractor's Company Name _____ Telephone _____

Address _____ Email Address _____

License # _____

Plumbing Contractor Information

Description of Work _____ # Baths _____

Plumbing Contractor's Company Name _____ Telephone _____

Address _____ Email Address _____

License # _____

Insulation Contractor Information

Insulation Contractor's Company Name & Address _____ Telephone _____

***NOTE General Contractor must fill out and sign the second page of this application**

I hereby certify that I have the authority to make necessary application that the application is correct and that the construction will conform to the regulations in the Building Electrical Plumbing and Mechanical codes and the Harnett County Zoning Ordinance I state the information on the above contractors is correct as known to me and that **by signing below I have obtained all subcontractors permission to obtain these permits** and if **any** changes occur including listed contractors site plan number of bedrooms building and trade plans Environmental Health permit changes or proposed use changes I certify it is my responsibility to notify the Harnett County Central Permitting Department of any and all changes

EXPIRED PERMIT FEES - 6 Months to 2 years permit re-issue fee is \$150 00 After 2 years re-issue fee is as per current fee schedule

[Signature]
Signature of Owner/Contractor/Officer(s) of Corporation

6-18-15
Date

Affidavit for Worker's Compensation N C G S 87-14

The undersigned applicant being the

General Contractor Owner Officer/Agent of the Contractor or Owner

Do hereby confirm under penalties of perjury that the person(s) firm(s) or corporation(s) performing the work set forth in the permit

Has three (3) or more employees and has obtained workers compensation insurance to cover them

Has one (1) or more subcontractors(s) and has obtained workers compensation insurance to cover them

Has one (1) or more subcontractors(s) who has their own policy of workers compensation insurance covering themselves

Has no more than two (2) employees and no subcontractors

While working on the project for which this permit is sought it is understood that the Central Permitting Department issuing the permit may require certificates of coverage of worker s compensation insurance prior to issuance of the permit and at any time during the permitted work from any person firm or corporation carrying out the work

Company or Name _____

Sign w/Title *[Signature]* (OWNER) Date 6-18-15

NAME: JANA WALLS

APPLICATION #: 15-50036450

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.

Jana Walls
 PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

6-18-15
 DATE

FOR REGISTRATION
Kimberly S. Hargrove
REGISTER OF DEEDS
Harnett County, NC
2013 DEC 02 11:27:26 AM
BK:3176 PG:187-181
FEE:\$88.00
INSTRUMENT # 2013019287

TWELFTH



2013019287

NORTH CAROLINA DEED OF TRUST

(Equity Line of Credit)

SATISFACTION: The debt secured by this Deed of Trust, as evidenced by the note or other document secured thereby, has been satisfied in full.

This the _____ day of _____

Signed: _____

Mail after recording to:
BB&T, PO Box 126, Angier, NC 27501

955965610205998201

This instrument was prepared by:
Pope & Pope, Attorneys at Law, P.A.

Mortgage broker/individual who acted as a mortgage broker (if applicable): _____

Recording: Time, Book and Page

Brief description for index:

Lot #6; Thornton's Creek Subdivision

THIS DEED OF TRUST ("Deed of Trust") is made as of this 26th day of November, 2013

by and between: JANA HUGH WALLS and PATRICIA P WALLS
GRANTOR

GRANTOR

ADDRESS: 151 THORNTONS CREEK DR,
ERWIN, NC 28339-0000

TRUSTEE
BB&T Collateral Service Corporation
P.O. Box 1290
Whiteville, NC 28472

BENEFICIARY
BRANCH BANKING AND TRUST
COMPANY, a
North Carolina banking corporation
P.O. Box 1290 Whiteville, NC 28472

THE FOLLOWING INFORMATION APPLIES TO THIS DEED OF TRUST:

1. This Deed of Trust secures an Equity Line of Credit governed by provisions of Article 9, Chapter 45, North Carolina General Statutes, and secures all present and future advances thereunder.

2. The maximum principal amount of the Debt (defined below) which may be secured by this Deed of Trust at any one time is TWENTY-SEVEN THOUSAND SIX HUNDRED DOLLARS & 00/100
(\$ 27,600.00) Dollars.

3. The Debt, on the date hereof, is evidenced by a BB&T Home Equity Line Agreement of even date herewith from Grantor and may be evidenced by and shall be at all times deemed to include, any and all other notes or other Documents now or hereafter evidencing any debt whatsoever incurred by Grantor or Borrower and payable to Beneficiary, the terms of which are incorporated herein by reference.

4. No execution of a written instrument or notation shall be necessary to evidence or secure any advances made hereunder. The period within which advances are to be made shall be the fifteen year period beginning on the date of this Deed of Trust.

5. The real property which is the subject of this Deed of Trust is located in or near the City of ERWIN, in the Township of _____, in the County of HARNETT, in the State of North Carolina, and the legal description and the chain of title reference of the real property are set forth as follows:

See "Exhibit A" which is attached hereto and incorporated herein by reference as if fully set forth.

STATEMENT OF PURPOSE: In this Deed of Trust reference shall be made simply to the "Note or other Document", and such a reference is deemed to apply to all of the instruments which evidence or describe the Debt, or which secure its payment, and to all renewals, extensions and modifications thereof, whether heretofore or hereafter executed, and includes without limitation all writings described generally and specifically on the first page of this Deed of Trust in numbered paragraph 2. This Deed of Trust shall secure the performance of all obligations of Grantor and of Borrower to Beneficiary which are described in this Deed of Trust, in the Note or other Document, and such performance includes the payment of the Debt. In this Deed of Trust the definition of "Debt" includes: (i) the principal; (ii) all accrued interest including possible fluctuations of the interest rate if so provided in the Note or other Document; (iii) all renewals or extensions of any obligation under the Note or other Document (even if such renewals or extensions are evidenced by new notes or other documents); and (iv) all other obligations of Grantor to Beneficiary which are described in this Deed of Trust, or in the Note or other Document, (for example, payment of the attorneys fees of the Beneficiary, insurance premiums and ad valorem taxes).

NOW, THEREFORE, for the purposes and under the conditions described in this Deed of Trust and in consideration of the Debt and the mutual promises of Grantor and Beneficiary, Grantor hereby conveys to Trustee, in trust, with power of sale, the real property described in this Deed of Trust, together with any improvements, equipment and fixtures existing or hereafter placed on or attached to this real property, all proceeds thereof and all other appurtenant rights and privileges. The term "the Property" shall include this real property, any such improvements, fixtures, and also all appurtenant rights and privileges.

TO HAVE AND TO HOLD the Property, to Trustee, its successors and assigns, but upon the trust, and under the terms and conditions of this Deed of Trust, to which Grantor, Trustee and Beneficiary hereby agree:

1. **PERFORMANCE BY GRANTOR.** Grantor shall fulfill all of Grantor's obligations as specified in this Deed of Trust, the Note or other Document.

2. **TAXES, DEEDS OF TRUST, OTHER ENCUMBRANCES.** Grantor shall make timely payment of all ad valorem taxes, assessments or other charges or encumbrances which may constitute a lien upon the Property. Grantor shall timely pay and perform any obligation, covenant or warranty contained in any other deed of trust or writing (herein Other Deed of Trust) which gives rise to any or which may constitute a lien upon any of the Property. Grantor shall upon request of Beneficiary promptly furnish satisfactory evidence of such payment or performance. Grantor shall not enter into, terminate, cancel or amend any lease affecting the Property or any part thereof without the prior written consent of Beneficiary. Grantor shall timely pay and perform all terms of any lease or sublease of the Property or any part thereof.

3. **INSURANCE.** Grantor shall continuously maintain insurance on all improvements which are now existing and which might hereafter become part of the Property against loss by fire, flood and other hazards, casualties and contingencies in such amounts and for such periods as may be required from time to time by Beneficiary, and shall pay promptly, when due, any premiums on the insurance. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Act 1973, Grantor shall obtain and maintain flood insurance on Property at Grantor's expense for as long as this Deed of Trust is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under the law. If Grantor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Beneficiary of either the requirement or of the lapse of an existing policy, Beneficiary may, but is not obligated to, expend for the account of Grantor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Deed of Trust and which shall accrue interest from the time expended until paid at the rate set forth in the Note or other Document. All insurance shall be carried with companies approved by Beneficiary and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Beneficiary. Grantor shall cause all policies and renewals thereof to be delivered to Beneficiary. In the event of loss, Grantor shall give immediate written notice to Beneficiary, and Beneficiary may make proof of loss if such is not made promptly by Grantor. Each insurer is hereby expressly authorized and directed by Grantor to make payment for the loss directly and solely to Beneficiary. Beneficiary may apply the insurance proceeds, or any part thereof, in its sole discretion and at its option, either to the reduction of Debt or to the restoration or repair of any portion of the Property damaged, but Beneficiary shall not be obligated to see to the proper application of any amount paid over to Grantor.

4. **ESCROW DEPOSITS.** Upon demand of Beneficiary, Grantor shall add to each payment required under the Note or other Document the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay as they become due all taxes, charges, assessments, and insurance premiums which Grantor is required to pay. Further, any deficiency occasioned by an insufficiency of such additional payments shall be deposited by Grantor with Beneficiary upon demand.

5. **PRESERVATION AND MAINTENANCE OF THE PROPERTY.** Grantor shall keep the Property in good order and repair as it now is (reasonable wear and tear excepted) and shall neither commit nor permit any waste or any other occurrence or use which might impair the value of the Property. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property or make or permit any structural alteration thereof without Beneficiary's prior written consent.

6. **COMPLIANCE WITH LAWS.** Grantor shall regularly and promptly comply with any applicable legal requirements of the United States, the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

7. **CONDEMNATION AWARD.** Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of the power of eminent domain shall be payable solely to Beneficiary, which may apply the sums so received to payment of the Debt.

8. **PAYMENTS BY BENEFICIARY.** If Grantor or Borrower shall be in default in the timely payment or performance of any of Grantor's or Borrower's obligations, the Note or other document, under this Deed of Trust or Other Deed of Trust, Beneficiary may, but it is not obligated to, expend for the account of Grantor any sums, expenses and fees which Beneficiary believes appropriate for the protection of the Property and the maintenance and execution of this trust. Any amounts so expended shall be deemed principal advances fully secured by this Deed of Trust, shall bear interest from the time expended until paid at the rate of interest accruing on the Note or other Document, and shall be due and payable on demand.

9. **RENTS and PROFITS.** Grantor hereby assigns to Beneficiary all future rents and profits from the Property as additional security for the payment of the Debt and for the performance of all obligations secured by this Deed of Trust. Grantor hereby appoints Beneficiary as Grantor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection, to the Debt or to any obligations secured by this Deed of Trust in any manner as Beneficiary may desire. However, until default under the Note or other Document or under this Deed of Trust, Grantor may continue to collect and retain the rents and profits without any accountability to Beneficiary. Beneficiary's election to pursue the collection of the rents or profits shall be in addition to all other remedies which Beneficiary might have and may be put into effect independently of or concurrently with any other remedy.

10. **GRANTOR'S CONTINUING OBLIGATION.** This Deed of Trust shall remain as security for full payment of the Debt and for performance of any obligation evidenced by the Note or other Document, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Grantor's obligations under this Deed of Trust, the Note or other Document; (c) the forbearance or extension of time for payment of the Debt or for performance of any obligations under this Deed of Trust, the Note or other Document, whether granted to Grantor or to a subsequent owner of the Property; or (d) the release of any party who has assumed payment of the Debt or who assumed any other obligations under this Deed of Trust, the Note or other Document. None of the foregoing shall, in any way, affect the full force and effect of the lien of this Deed of Trust or impair Beneficiary's right to a deficiency judgment in the event of foreclosure against Grantor or any party who had assumed payment of the Debt or who assumed any other obligations the performance of which is secured by this Deed of Trust. Beneficiary may, in its sole discretion, from time to time waive or forbear from enforcing any provision of this Deed of Trust, and no such waiver or forbearance shall be deemed a waiver by Beneficiary of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Deed of Trust and to execute any and all remedies provided herein and by law.

11. **SUBSTITUTION OF TRUSTEE.** Beneficiary shall have the unqualified right to remove the individual designated as Trustee on the first page of this Deed of Trust, and to appoint one or more substitute or successor Trustees by instruments filed for registration in the County Registry where this Deed of Trust is recorded. Any such removal or appointment may be made at any time and from time to time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become fully vested with title to the Property and with all rights, powers and duties conferred upon the individual originally designated as Trustee, in the same manner and to the same effect as though that party were named herein as the original Trustee.

12. **INDEMNIFICATION IN EVENT OF ADVERSE CLAIMS.** In the event that Beneficiary or Trustee voluntarily or otherwise shall become parties to any suit or legal proceeding involving the Property, they shall be saved harmless and shall be reimbursed by Grantor for any amounts paid, including all costs, charges and attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this Deed of Trust and payable upon demand.

13. **INSPECTION.** Beneficiary may at any reasonable time and from time to time make or cause to be made reasonable entries upon and inspections of the Property.

14. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that Grantor is seized for the Property in fee simple, has the right to convey the same in fee simple, that title to the Property is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, subject only to any declarations, easements, restrictions or encumbrances listed in the title opinion or title insurance policy which Beneficiary obtained in the transaction in which Beneficiary obtained this Deed of Trust.

15. **ATTORNEYS' FEES.** In the event that Grantor or Borrower shall default in its obligations under this Deed of Trust, the Note or other Document, and Beneficiary employs an attorney to assist in the collection of the Debt or to enforce compliance of Grantor with any of the provisions of this Deed of Trust, the Note or other Documents or in the event Beneficiary or Trustee shall become parties to any suit or legal proceeding (including any proceeding conducted before any United State Bankruptcy Court) concerning the Property, concerning the lien of this Deed of Trust, concerning collection of the Debt or concerning compliance by Grantor with any of the provisions of this Deed of Trust, the Note or other Document, Grantor shall pay Beneficiary's reasonable attorneys' fees and all of the costs that may be incurred, and such fees and costs shall be secured by this Deed of Trust and its payment enforced as if it were a part of the Debt. Grantor shall be liable for such attorneys' fees and costs whether or not any suit or proceeding is commenced.

16. **ANTI-MARSHALLING PROVISIONS.** Beneficiary may grant releases at any time and from time to time of all or any portion of the Property (whether or not such releases are required by agreement among the parties) agreeable to Beneficiary without notice to or the consent, approval or agreement of other Parties and interests, including junior lienors and Purchasers subject to the lien of this Deed of Trust and such releases shall not impair in any manner the validity of or priority of this Deed of Trust on that portion of the Property remaining subject to this Deed of Trust, nor release Grantor or Borrower from personal liability for the Debt. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies available to Beneficiary, and Beneficiary shall further have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of any remedy it has. Grantor, Borrower, any party who consents to this, or any party who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

17. **EVENTS OF DEFAULT.** Beneficiary has the right to terminate the future advance provisions of this Deed of Trust and declare the Debt immediately due and payable in any of the following circumstances:

(a) If the Grantor or Borrower fails or neglects to meet the repayment terms of the Debt, or fails or neglects to pay when due any and all other sums which are or may become secured by this Deed of Trust;

(b) If the Grantor acts or fails to act in a way which adversely affects the security pledged under this Deed of Trust or any right which the Beneficiary may have in such security. Such action or inaction includes but is not limited to the following: if the Grantor sells the property or otherwise transfers title to the property without the prior written permission of the Beneficiary; if the Grantor fails to maintain insurance on the property according to the Beneficiary's requirements; if the Grantor commits waste or otherwise damages or destroys the property, or any portions of it, in such a way that is adversely affects the security of the Beneficiary; if the Grantor fails to pay taxes on the property; if certain liens or judgments are filed; if the property is condemned by a governmental authority; if a prior lienholder commences foreclosure proceedings; if any Grantor should die;

(c) If any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor or Borrower in connection with this transaction proves to have been false in any material respect when made or furnished;

(d) Any event which would permit termination under the terms of the BB&T Home Equity Line Agreement.

18. **REMEDIES OF BENEFICIARY UPON DEFAULT.** Upon the occurrence of any event of default, Beneficiary may, at its option, without prior notice to Grantor, declare the debt to be immediately due and payable in full; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust in any manner permitted by North Carolina law, including selling the property at public sale to the last and highest bidder for cash, free of any equity of redemption, homestead, dower, curtesy or other state or federal exemption, all of which are expressly waived by Grantor, after compliance with applicable North Carolina laws relating to foreclosure sales under power of sale; and Trustee shall execute and deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable North Carolina law, it being agreed that the expenses of any such sale shall include a commission of five per cent of the gross sales price to Trustee for holding such sale and for all services performed by him hereunder excluding expenses incurred in making sale. In the event a foreclosure suit or special proceeding is commenced, and no sale is held, then the Grantor shall pay to the Trustee: 1) all expenses incurred by Trustee and 2) a partial commission computed on five per cent of the balance of the unpaid Debt. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale trustee may at his election require the successful bidder immediately to deposit with Trustee cash in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale. If foreclosure proceedings are instituted under the Deed of Trust, Trustee is hereby authorized to take possession of the Property and collect any rental, accrued or to accrue; or Trustee may lease the Property or any part thereof, receive the rents and profits therefrom, and hold the proceeds remaining after payment of the expenses of managing and operating the Property subject to the order of the court for the benefit of the Beneficiary, pending final disposition of the foreclosure proceedings, and during any period allowed by applicable law for the redemption from any foreclosure sale ordered in such proceedings; and Trustee may act irrespective of the value of the Property or its adequacy or inadequacy to secure or discharge the indebtedness then owing.

19. RELEASE AND CANCELLATION. Upon fulfillment of all obligations, the performance of which is secured by this Deed of Trust, and upon payment of the Debt accompanied by the written instructions executed by Grantor to Beneficiary to terminate the Home Equity Line secured by this Deed of Trust, this Deed of Trust and the Note or other Document shall be marked "Satisfied" and returned to Grantor, and this conveyance shall be null and void and may be cancelled of record at the request and cost of Grantor, and title to the Property shall revert as provided by law. Beneficiary is authorized to apply any check tendered without such termination letter as a payment as opposed to a payoff and is under no obligation to terminate said Home Equity Loan, but may do so at its option.

20. MISCELLANEOUS. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and shall not be used to interpret or define any provisions. All remedies provided herein are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively. All covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns. Whenever used the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Deed of Trust shall be governed by and construed under North Carolina law. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Debt. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this Deed of Trust or in the Note, or other Document.

IN TESTIMONY WHEREOF, each individual Grantor has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside or near his signature, this sealed instrument being executed and delivered on the date first above written.

Grantor: [Signature] (SEAL) Grantor: [Signature] (SEAL)
Grantor: _____ (SEAL) Grantor: _____ (SEAL)

STATE OF NORTH CAROLINA COUNTY OF Johnston

I, Wendy H. Wilson, a Notary Public, do hereby certify that Patricia A. Walls, an individual, Grantor, personally appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this 21 day of November, 2013.
[SEAL] Wendy H. Wilson (SEAL)
Notary Public
My Commission Expires: 12/11/2017

STATE OF NORTH CAROLINA COUNTY OF Johnston

I, Wendy H. Wilson, a Notary Public, do hereby certify that Patricia A. Walls, an individual, Grantor, personally appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this 21 day of November, 2013.
[SEAL] Wendy H. Wilson (SEAL)
Notary Public
My Commission Expires: 12/11/2017

STATE OF NORTH CAROLINA COUNTY OF _____

I, _____, a Notary Public, do hereby certify that _____, an individual, Grantor, personally appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this _____ day of _____, 20____.
[SEAL] _____ (SEAL)
Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA COUNTY OF _____

I, _____, a Notary Public, do hereby certify that _____, an individual, Grantor, personally appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this _____ day of _____, 20____.
[SEAL] _____ (SEAL)
Notary Public
My Commission Expires: _____

The foregoing or annexed certificate(s) of _____, Notary(ies) Public, has(have) been verified to have the signature, commission expiration date, and official seal, if required. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY

By: _____ Deputy/Assistant - Register of Deeds.

EXHIBIT A

PARCEL ID: 07058811009306

ADDRESS: 151 Thornton's Creek Drive, Angier, NC 27501

BEING all of Lot #6 as shown on that map and survey entitled, "Thornton's Creek Subdivision", prepared by Bennett Surveys, Inc., Lillington, North Carolina, dated July 15, 1997, and recorded in Map 2000-22, Harnett County Registry, to which map reference is hereby made for a more full and complete description of said real property.

The above-described property is the same as that which was conveyed by Master Developers, Inc. to Jana H. Walls and wife, Patricia P. Walls by deed dated June 26, 2001 and recorded in Book 1513, Page 596-598, Harnett County Registry.

HARNETT COUNTY CASH RECEIPTS
*** CUSTOMER RECEIPT ***
Oper: KGOINS Type: CP Drawer: 1
Date: 6/18/15 51 Receipt no: 378829

Year	Number	Amount
2015	50036450	
151 THORNTONS CREEK DR		
COATS, NC 27521		
81	BP - PERRIT FEES	\$100.00

ABOVE GROUND POOL

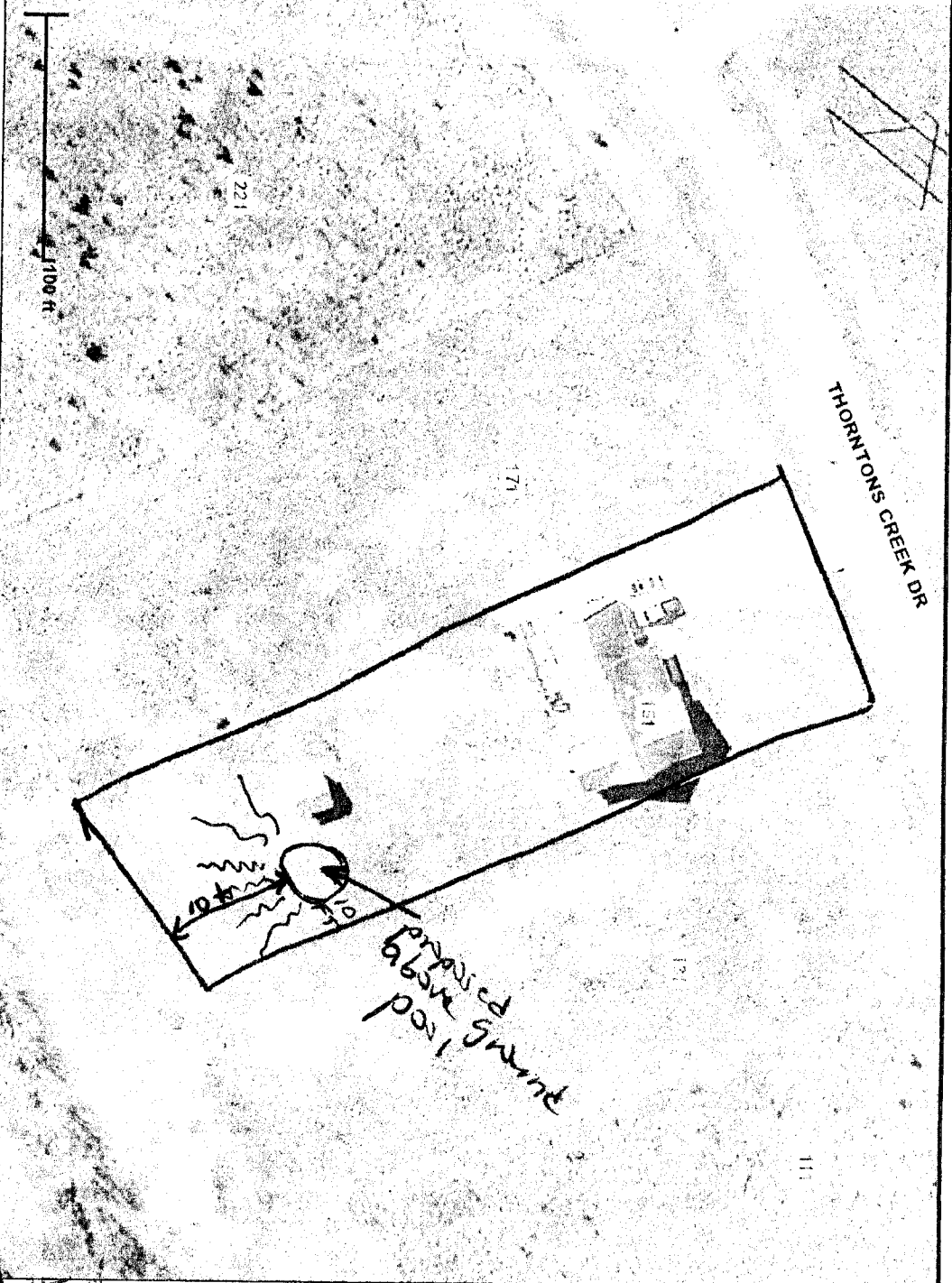
JANA WALLS

Tender detail	
CA CASH PAYMENT	\$100.00
Total tendered	\$100.00
Total payment	\$100.00

Trans date: 6/18/15 Time: 13:10:20

** THANK YOU FOR YOUR PAYMENT **

HARNETT COUNTY, NORTH CAROLINA
GIS/LAND RECORDS



Harnett County GIS
305 W Cornelius Harnett Blvd, Suite 100
Lillington NC 27546
Phone: 910-893-7523 www.harnett.org

Any use of this map shall be at the sole risk of the user of this map. Although all effort has been taken to insure accuracy in the data presented, Harnett County makes no warranty, expressed or implied, as to the accuracy of this information represented herein. Any user of this map and against any claim, damage, loss, action, cause of action, or liability arising from the use of this GIS product.

Not to Scale

AddressPoints	
Road Centerlines	
MajorRoads	
Rivers	
Parcels	
County_Boundary	
CityLimits	
Harnett_2013.sid	
Red: Band_1	<input checked="" type="checkbox"/>
Green: Band_2	<input type="checkbox"/>
Blue: Band_3	<input type="checkbox"/>

SITE PLAN APPROVAL
DISTRICT PA30
#BEDROOMS _____

Kan Davis 6/18/15
Walt

Harnett County
Lillington, NC 27546
910-893-7523

about 50' x 10' pool

HARNETT COUNTY CENTRAL PERMITTING

P.O. BOX 65

LILLINGTON, NC 27546

For Inspections Call: (910) 893-7525 Fax: (910) 893-2793

Bldg Insp scheduled before 2pm available next business day.

Application Number 15-50036450 Date 7/16/15
 Property Address 151 THORNTONS CREEK DR
 PARCEL NUMBER 07-0588-11- -0093- -06-
 Application type description CP SWIMMING POOL
 Subdivision Name
 Property Zoning RES/AGRI DIST - RA-30

Owner

Contractor

WALLS JANA
 421 THORNTONS CREEK DR
 ERWIN NC 28339
 (910) 890-3241

OWNER

Applicant

JANA WALLS
 151 THORNTONS CREEK DR
 ERWIN NC 28339
 (910) 890-3241

--- Structure Information 000 000 22X54 ABOVE GROUND POOL
 Flood Zone FLOOD ZONE X
 Other struct info PROPOSED USE SWIMMING POOL
 SEPTIC - EXISTING? EXISTING

Permit LAND USE PERMIT

Additional desc . . .
 Phone Access Code . 1099381
 Issue Date 7/16/15 Valuation 0
 Expiration Date . . 1/12/16

Permit RESIDENTIAL ELECTRICAL PERMIT

Additional desc . . .
 Phone Access Code . 1099399
 Issue Date 7/16/15 Valuation 0
 Expiration Date . . 7/15/16

Special Notes and Comments

T/S: 06/18/2015 01:04 PM KGOINS ----
 421 TOWARDS ERWIN T/R ON OLD STAGE RD
 GO 1.45 MILES T/R ON THORNTONS CREEK DR
 HOUSE ON LEFT

HARNETT COUNTY CENTRAL PERMITTING
P.O. BOX 65
LILLINGTON, NC 27546
For Inspections Call: (910) 893-7525 Fax: (910) 893-2793
Bldg Insp scheduled before 2pm available next business day.

Application Number 15-50036450 Page 2
Property Address 151 THORNTONS CREEK DR Date 7/16/15
PARCEL NUMBER 07-0588-11- -0093- -06-
Application description . . . CP SWIMMING POOL
Subdivision Name
Property Zoning RES/AGRI DIST - RA-30

Required Inspections

Seq	Phone Insp#	Insp Code	Description	Initials	Date
Permit type LAND USE PERMIT					
999	818	Z818	PZ*ZONING INSPECTION	_____	___/___/___
999	820	Z820	PZ*ZONING/FINAL INSPECTION	_____	___/___/___
Permit type RESIDENTIAL ELECTRICAL PERMIT					
999	211	E211	R*ELEC ABOVE CEILING	_____	___/___/___
999	217	E217	R*ELEC RECONNECT	_____	___/___/___
999	205	E205	R*ELEC UNDER SLAB	_____	___/___/___
999	215	E215	R*ELEC. UND. POOL	_____	___/___/___
999	213	E213	R*ELECTRICAL UNDERGROUND	_____	___/___/___
999	131	R131	ONE TRADE FINAL	_____	___/___/___
999	125	R125	ONE TRADE ROUGH IN	_____	___/___/___