

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

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

LANDOWNER: JOSEPH FREDDIE Mailing Address: 4761 HWY 210 NORTH
City: ANGIER State: NC Zip: 27501
Phone #: 919-639-7566

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

PROPERTY LOCATION: SR #: 1513 SR Name: NEILL'S CREEK ROAD
Parcel: 11-0661-0024-10 PIN: 0661-80-4843

Zoning: RA 30 Subdivision: BAIN & MCRAE Lot #: 7 Lot Size: 10.10
Flood Plain: X Panel: 85 Watershed: IV Deed Book/Page: 01354/0392 Plat Book/Page: F-708-A

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 421 @ NEILL'S CREEK ROAD TURN LEFT ONTO NEILL'S CREEK ROAD APPROX 3/4 MILE LOT # 7 ON THE RIGHT

PROPOSED USE:

Sg. Family Dwelling (Size 60x40) # of Bedrooms: 3 # Baths: 2.58 Basement (w/wo bath): NA Garage: YES Deck: NA

Multi-Family Dwelling No. Units: _____ No. Bedrooms/Unit: _____

Manufactured Home (Size _____x_____) # of Bedrooms: _____ Garage: _____ Deck: _____

Comments: _____

Number of persons per household: 3 Number of Employees at business: _____

Business: Sq. Ft. Retail Space: _____ Type: _____

Industry: Sq. Ft.: _____ Type: _____

Home Occupation: (Size _____x_____) # Rooms: _____ Use: _____

Accessory Building: (Size _____x_____) Use: _____

Addition to Existing Building: (Size _____x_____) Use: _____

Other: _____

Water Supply: County Well (# dwellings: _____) Other

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

Erosion & Sedimentation Control Plan Required? YES NO


Structures on this tract of land: Single family dwellings: 1 PROPOSED SFD Manufactured homes: _____ Other (specify): _____

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? YES NO

Required Property Line Setbacks:

	Minimum	Actual
Front	35	370
Side	10	112
Nearest Building	10	NA
Rear	25	200+
Corner	20	NA

If permits are granted, I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.


Signature of Applicant

03/28/02
Date

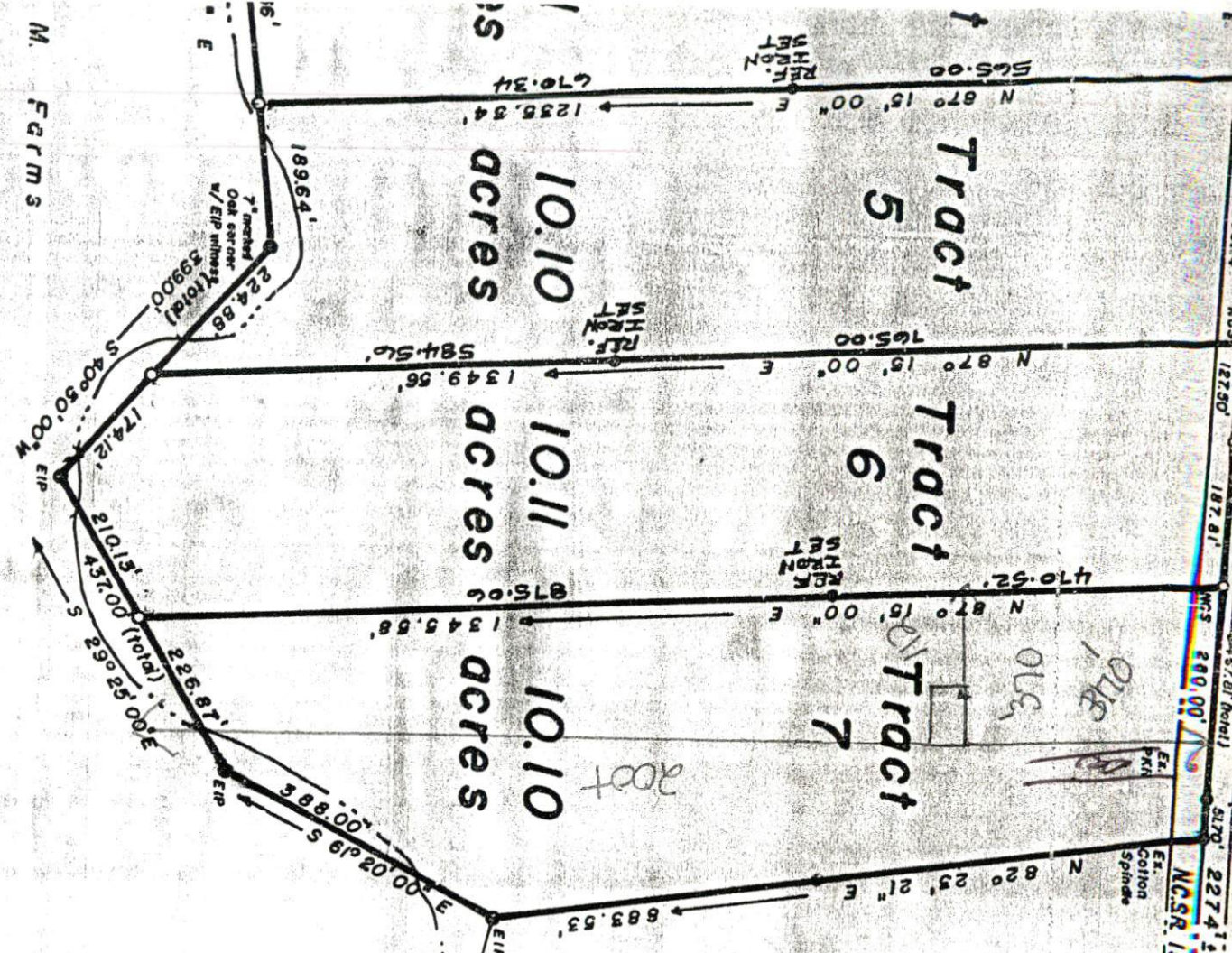
#421 3-28-02

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

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE PERMIT

127.50' 187.81' 187.81' 280.00' 5170' 2274' 110' 6' 1516' R/W
 EX. Cotton Spinnery
 EX. PART

Gerald Lamm
 Map dated March 13, 1996 by Mickey R. Bennett



M. FARMS
 567, Pg. 40
 15, Pg. 28

Line Setbacks

Req.	Front	Actual
	35	370
	10	112
	20	200F
	10	

PLAN APPROVAL
 DISTRICT BA30 USE SFD
 #BEDROOMS 2
 3-20-03 C Williams
 Zoning Administrator

'cutt

h 18, 1996
Bennett

Thomas H. Baker
Map dated March 6, 1996
by Mickey R. Bennett

N0°38'30"E
139.16' (total)

Neills Creek Road

KIMBERLY S. HARGROVE
REGISTER OF DEEDS
HARNETT COUNTY, NC

RECORDS SECTION
HARNETT COUNTY, NC

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HARNETT COUNTY, NC

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STATE OF
NORTH CAROLINA



5/28/99
05/28/1999

\$90.00
\$90.00
Real Estate
Excise Tax

Excise Tax \$ 90.00

FILED
BOOK 1354 PAGE 392-393
'99 MAY 28 AM 11 07
KIMBERLY S. HARGROVE
REGISTER OF DEEDS
HARNETT COUNTY, NC

Recording Time, Book and Page

Parcel Identifier No. _____
Harnett County on the _____ day of _____, 19____

_____ding to Edgar R. Bain, Attorney, Box 99, Lillington, NC 27546
_____ was prepared by Edgar R. Bain, Attorney, Box 99, Lillington, NC 27546

_____ion for the index Lot 7/Bain & McRae Subdivision

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this **April 23, 1999**, by and between

GRANTOR

GRANTEE

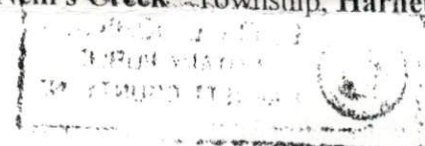
**Edgar R. Bain and wife, Faye M. Bain
and
David F. McRae and wife, Kelly O. McRae
P. O. Box 99
Lillington, NC 27546**

**Freddie George Joseph, Jr. and wife,
Donna Marie Christensen Joseph
239 Twin Oak Drive
Angier, NC 27501**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

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

WITNESSETH, that 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 Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, **Neill's Creek** Township, Harnett County, North Carolina and more particularly described as follows:



BEING Lot No. 7 as shown upon that certain plat entitled "Survey for Bain & McRae Subdivision", prepared by Bennett Surveys, Inc. dated August 27, 1996 and recorded at Plat Cabinet E, Slide 708 A, Harnett County,

SATISFACTION: The debt evidenced by this Note has been satisfied in full this

_____ day of _____, _____
Signed: _____

PROMISSORY NOTE

_____ Angier _____, N. C.

\$ 40,500.00

Date May 26, 1999

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to Edgar R. Bain and David F. McRae

_____ or order,
the principal sum of Forty Thousand Five Hundred Dollars & No/100s

DOLLARS (\$ 40,500.00), with interest from date hereof, at the rate of Eight & One Quarter

per cent (8.25 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of

America, at the office of 813 Main Street, PO Box 99, Lillington, NC 27546

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

In 59 equal consecutive monthly installments of \$345.09 per month, said monthly installments beginning on July 1, 1999, and continuing on the same day each month until the 60th installment, at which time the entire remaining principal and the then accrued interest shall be due and payable in the amount of \$35,670.39.

THIS IS A PURCHASE MONEY NOTE

If not sooner paid, the entire remaining indebtedness shall be due and payable on June 1, 2004

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest

at the rate of Ten per cent (10.0 %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given ~~to evidence the balance due on the purchase price of real estate~~, and is secured by a

a purchase money deed of trust of even date herewith to Alton D. Bain, Trustee on behalf of

Edgar R. Bain and David F. McRae which is a first lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____ President, attested by its

_____ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

Freddie George Joseph, Jr. (SEAL)

Donna Marie Christensen Joseph (SEAL)

(Corporate Name)

FILED
BOOK 1354 PAGE 394-395

'99 MAY 28 AM 11 11

KIMBERLY S. HARGROVE
REGISTER OF DEEDS
HARNETT COUNTY, NC

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 19 _____

Signed: _____

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19 _____ by _____

Mail after recording to Edgar R. Bain, Attorney at Law, PO Box 99, Lillington, NC 27546

This instrument prepared by William M. Pope, Attorney at Law

Brief Description for the index Lot No. 7, Bain & McRae S/D

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 26th day of May, 19 99, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
<p>Freddie George Joseph, Jr. and wife, Donna Marie Christensen Joseph</p> <p>239 Twin Oak Drive Angier, NC 27501</p>	<p>Alton D. Bain</p> <p>PO Box 99 Angier, NC 27501</p>	<p>Edgar R. Bain and David F. McRae</p> <p>PO Box 99 Angier, NC 27501</p>

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Forty Thousand Five Hundred & 00/100s

as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is June 1, 2004 Dollars (\$ -40,500.00),

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and 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 said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the ~~county~~ rural Neill's Creek Township, Harnett County, North Carolina, (the "Premises") and more particularly described as follows:

BEING Lot No. 7 as shown upon that certain plat entitled "Survey for Bain & McRae Subdivision", prepared by Bennett Surveys, Inc., dated August 27, 1996, and being recorded at Plat Cabinet "F", Slide 708-A, Harnett County Registry, reference to said plat is hereby made for greater certainty of description.

This being the same property conveyed by Warranty Deed dated April 23, 1999 from Edgar R. Bain et ux and David F. McRae et ux to Freddie George Joseph, Jr. et ux and recorded in