

Initial Application Date: 04/02/02

Application #: 02-5000435

4360

**COUNTY OF HARNETT LAND USE APPLICATION**  
**Central Permitting**  
**102 E. Front Street, Lillington, NC 27546**  
**Phone: (910) 893-4759 Fax: (910) 893-2793**

**LANDOWNER: W J PROPERTIES** Mailing Address: PO BOX 183  
City: BUIES CREEK State: NC Zip: 27506 Phone #: 910-814-0383

**APPLICANT: ROBERT JONES** Mailing Address: SAME AS ABOVE  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

**PROPERTY LOCATION:** SR #: HWY 401 SR Name: DONNIBROOK RUN  
Parcel: 08-0652-0092-11 PIN: 0651-18-4528  
Zoning: RA 30 Subdivision: DONNIBROOK Lot #: 4 Lot Size: 1.00 AC  
Flood Plain: X Panel: 85 Watershed: IV Deed Book/Page: 509-512 Plat Book/Page: TAX MAP  
**DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 401 NORTH TO DONNIBROOK ON THE RIGHT**

**PROPOSED USE:**

- Sg. Family Dwelling (Size 42x42) # of Bedrooms: 3 # Baths: 2.5 Basement (w/wo bath): NA Garage: YES Deck: YES
- Multi-Family Dwelling No. Units: \_\_\_\_\_ No. Bedrooms/Unit: \_\_\_\_\_
- Manufactured Home (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms: \_\_\_\_\_ Garage: \_\_\_\_\_ Deck: \_\_\_\_\_
- Comments: \_\_\_\_\_
- Number of persons per household: 2 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

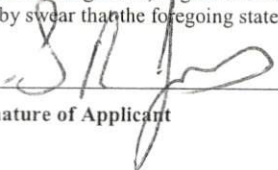
Structures on this tract of land: Single family dwellings: 1 SFD PROPOSED Manufactured homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

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	60
Side	10	20
Nearest Building	10	NA
Rear	25	148
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

4-02-02  
\_\_\_\_\_  
Date

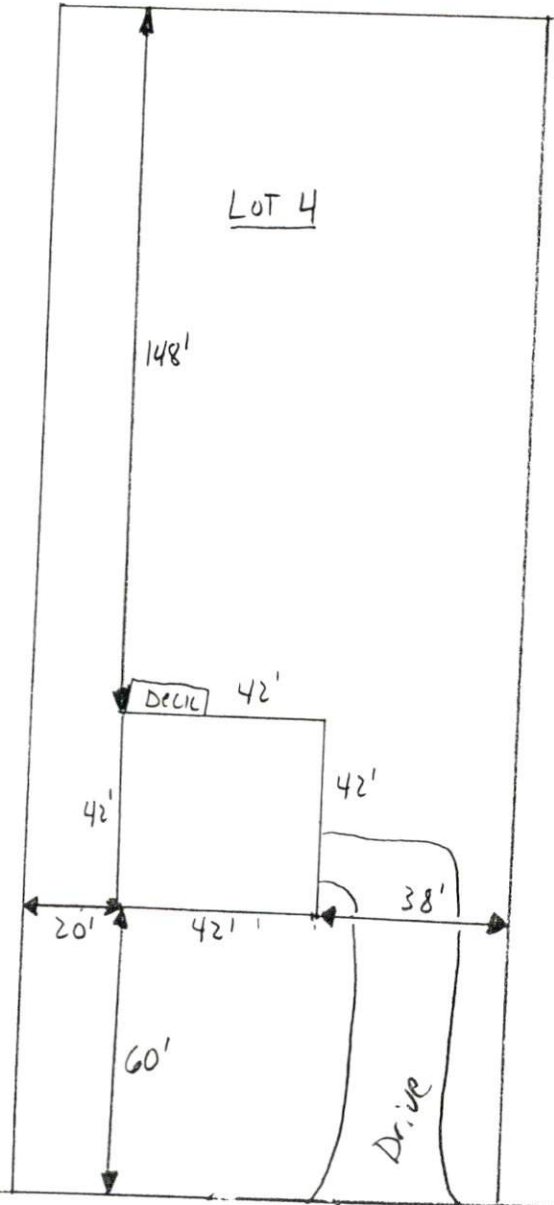
**\*\*This application expires 6 months from the date issued if no permits have been issued\*\***

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

Lot #4 Donnbrook

Scale 1" = 40'

PLAN APPROVAL  
 DISTRICT RA 30 USE SFD  
 BEDROOMS 3  
4-2-02 C.J. Williams  
 Zoning Administrator



Required Property Line Setbacks

	Required	Actual
Front	35	60
S	10	20
C	20	
R	25	148
E	10	

Donnbrook Run

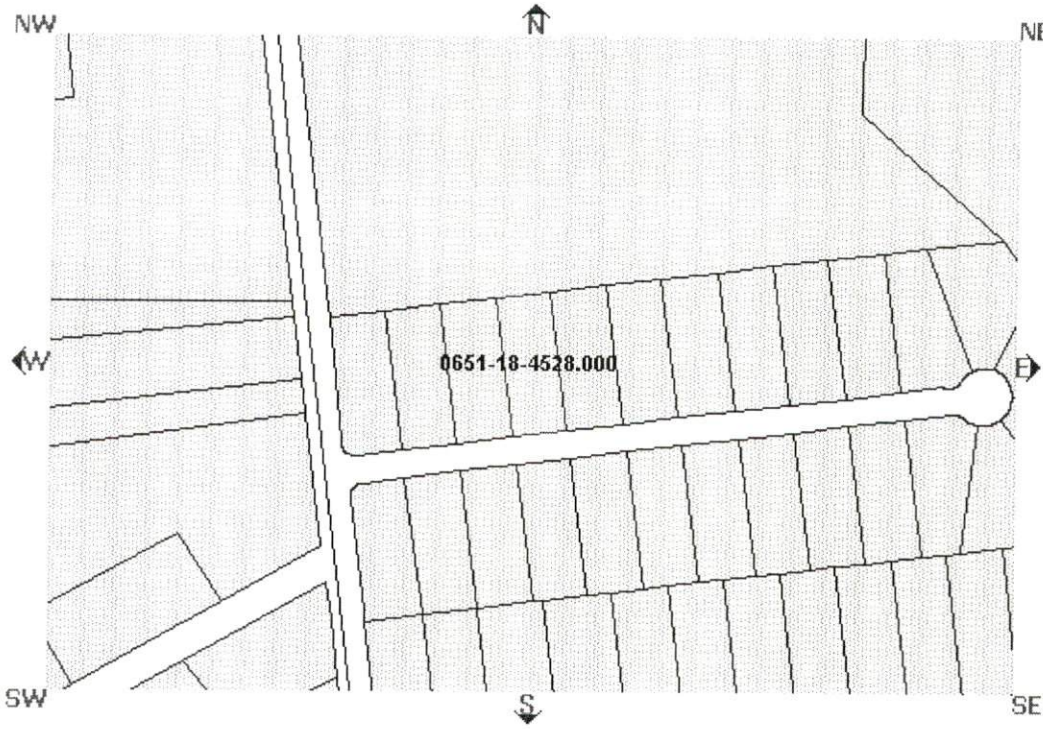
02-5-4360



Click on the Map to:

ZoomIn 
  ZoomOut 
  Recenter Map 
  Identify: Tax Parcels ▼

Zoom Factor: 2X ▼ 
  Radius Search (feet): 1500



**Map Layers**

Draw Layers

Draw selected layers:

**Boundary**

- Commissioners Districts
- Fire
- Tax Parcels
- Townships
- Rescue
- Flood Zones

Multi Symbol ▼

- Precincts

**Infrastructure**

- Major Roads
- Water Pipes

**Physical**

- E911 Streets
- Rivers

Draw Layers

MAP Currency

Parcel Data

Find Adjoining Parcels

- Account Number:001400000739
- Owner Name: W J PROPERTIES INC
- Owner/Address 1: A NORTH CAROLINA CORPORATION
- Owner/Address 2:
- Owner/Address 3: P O BOX 183
- City,State Zip: BUIS CREEK ,NC 275060000
- Commissioners District: 4
- Voting Precinct: 801
- Census Tract: 801
- Flood Zone:
- Firm Panel:
- In Town:
- Fire Ins. District:
- School District:
- PIN: 0651-18-4528.000
- Parcel ID: 080652 0092 11
- Legal 1:LT#4 DONNIBROOK PINES
- Legal 2:PLAT 99-191
- Property Address: DONNIBROOK RUN X
- Assessed Acres: 1.00LT
- Calculated Acres: .58
- Deed Book/Page: 01470/0505
- Deed Date: 2001/02/16
- Revenue Stamps: \$ 300.00
- Year Built: 1000
- Building Value: \$0.00
- Land Value: \$20,000.00
- Assessed Value: \$20,000.00

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds plats, and other public records data. Users of this map are her notified that the aforementioned public primary information sour should be consulted for verification of the information contained on this map. The Harnett County, mapping, and software companies assume no legal responsibility for the information contained on this m or in this website.

Data Effective Date: 3/21/20  
 4:00:56 PM  
 Current Date: 4/2/2002  
 Time: 2:26:51 PM

DEED OF TRUST

Reference No. A0000003420

Borrower WJ PROPERTIES, INC

This Instrument Prepared by: TODD ADAMS
After Recording Mail to: FIRST BANK

PO BOX 1000
LILLINGTON, NC 27546

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2001 FEB 16 09:22:03 AM
BK: 1470 PG: 508-512 FEE: \$18.00
INSTRUMENT # 2001002355

Date 02-15-2001

Table with 3 columns: GRANTOR (WJ PROPERTIES, INC), TRUSTEE (TODD ADAMS), and BENEFICIARY (FIRST BANK). Includes a Recording Time field.

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 has agreed to execute and deliver this Deed of Trust to secure the repayment of the principal sum of One Hundred Fifty Thousand and 00/100 Dollars (\$ 150,000.00 )

as evidenced by [X] a promissory note executed in favor of the Beneficiary by the Grantor, [ ] a promissory note executed in favor of the Beneficiary by [ ] or [ ] a guaranty agreement executed by [ ] or [ ] the following evidence of indebtedness: (the "Obligation") of even date herewith or dated [ ] and all future modifications, extensions, renewals and replacements thereof, the terms of which are incorporated herein by reference, which agreement requires that all indebtedness thereunder, if not sooner paid, shall be due and payable in full on 02-15-2003 unless modified, extended, renewed or replaced.

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

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

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging, incident or appertaining thereto, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses and purposes hereinafter described.

If the Obligor shall pay the Obligation secured hereby in accordance with its terms, together with interest thereon, all renewals and extensions thereof, and all other sums secured hereby, and if Grantor shall comply with all terms and conditions of this Deed of Trust, then this conveyance shall be void and may be canceled at the request and expense of the Grantor.

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

Grantor represents, warrants and agrees that (a) no Hazardous Material (as hereinafter defined) has been used or placed on the Premises in violation of any applicable Environmental Laws (as hereinafter defined); (b) no notice has been received with regard to any Hazardous Material on the Premises; (c) the Premises are presently in compliance with all Environmental Laws; (d) no action, investigation or proceeding is pending or, to Grantor's knowledge, threatened which seeks to enforce any right or remedy against Grantor or the Premises under any Environmental Law; (e) Grantor shall permit no installation or placement of Hazardous Material on the Premises in violation of Environmental Laws; (f) Grantor shall permit no release of Hazardous Material onto or from the Premises; (g) Grantor shall cause the Premises to comply with applicable Environmental Laws and shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (h) all licenses, permits and other governmental or regulatory actions necessary for the Premises to comply with Environmental Laws shall be obtained and maintained and Grantor shall assure compliance therewith; and (i) Grantor shall give the Beneficiary prompt written notice if Grantor receives any notice with regard to Hazardous Material on, from or affecting the Premises and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accordance with applicable Environmental Laws, such Hazardous Material from the Premises. Grantor shall indemnify and hold harmless the Beneficiary from and against all losses, expenses (including, without limitation, attorneys' fees) and claims of every kind suffered by or asserted against Beneficiary as a direct or indirect result of (i) the presence on or release from the Premises of any Hazardous Material, whether or not caused by Grantor, (ii) the violation of any Environmental Laws applicable to the Premises, whether or not caused by Grantor, (iii) the failure by Grantor to comply fully with the terms and provisions of this paragraph, or (iv) any warranty or representation made by Grantor in this paragraph being false or untrue in any material respect. For purposes of this Deed of Trust, "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future governmental law, regulation or ruling applicable to environmental conditions on, under or about the Premises including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Clean Water Act. Grantor's obligations under this paragraph shall survive a foreclosure of or exercise of power of sale under this Deed of Trust, a delivery of a deed in lieu of foreclosure, and a cancellation or termination of record of this Deed of Trust.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor hereunto set his hand and seal, or if corporate, has caused an instrument to be signed in its corporate name by its duly authorized officers, and its seal to be hereunto by authority of its Board of Directors, the day and year first above written.

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

Attest Timmy F. Webb  
Secretary (Corporate Seal)

WJ PROPERTIES, INC  
Name of Corporation \_\_\_\_\_  
By: George R. [Signature]  
President

Witness \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_



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

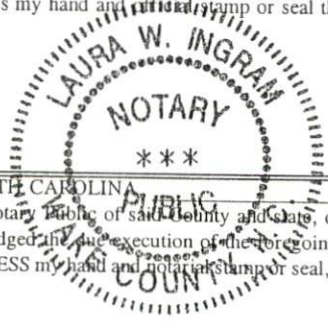
STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY  
I, a Notary Public of the County and state aforesaid, certify that \_\_\_\_\_

Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.  
Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Notary Public  
(N.P. SEAL) My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA, Harnett COUNTY  
I, a Notary Public of the County and state aforesaid, certify that Timmy F. Webb, personally appeared before me this day and acknowledged that he is Secretary of WJ Properties, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing Deed of Trust was signed in its name by its him President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal this 15th day of February, 2001.  
Laura W. Ingram Notary Public

(N.P. SEAL) My Commission Expires: 4-17-2005



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

WITNESS my hand and notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Notary Public

(N.P. SEAL) My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY  
The foregoing certificate of \_\_\_\_\_ a Notary Public of \_\_\_\_\_ County, North Carolina is certified to be correct. This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Register of Deeds

FIRST BANK

Borrower(s):  
WJ PROPERTIES, INC  
PO BOX 183  
BUIES CREEK, NC 27506-

Loan Number \_\_\_\_\_  
Reference Number A0000003420  
Date 02-15-2001  
Loan Amount 150,000.00

**EXHIBIT A (TO DEED OF TRUST)**

**BEING all of Lot 2, Lot 3, Lot 4, Lot 5, Lot 8, Lot 9, Lot 11, Lot 16, Lot 19, and Lot 22, Donnibrook Pines Subdivision, as shown on Map Number 99-191, Harnett County Registry.**