

Initial Application Date: 07/23/02

Application #: 03-50005195

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: HUGHES GARY Mailing Address: 3055 OLD BUIES CREEK ROAD

City: ANGIER State: NC Zip: 27501 Phone #: 919-639-6594, 919-669-5369

APPLICANT: SAME AS ABOVE Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1443 SR Name: LAFAYETTE ROAD

Parcel: 08-0653-01-0105-16 PIN: 0663-04-0426.000

Zoning: RA 40 Subdivision: VICTORICA HILLS Lot #: 84 Lot Size: 33000SQ FT

Flood Plain: X Panel: 50 Watershed: IV Deed Book/Page: 406-408 Plat Book/Page: 1615/962

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: HWY 401 N TURN RIGHT ON LAFAYETTE ROAD S/D ON THE RIGHT

PROPOSED USE:

Sg. Family Dwelling (Size 30x68) # of Bedrooms: 3 # Baths: 2 Basement (w/wo bath): _____ Garage: YES Deck: _____

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	37
Side	10	15
Nearest Building	10	NA
Rear	25	100+
Corner		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.

Gary L Hughes
Signature of Applicant

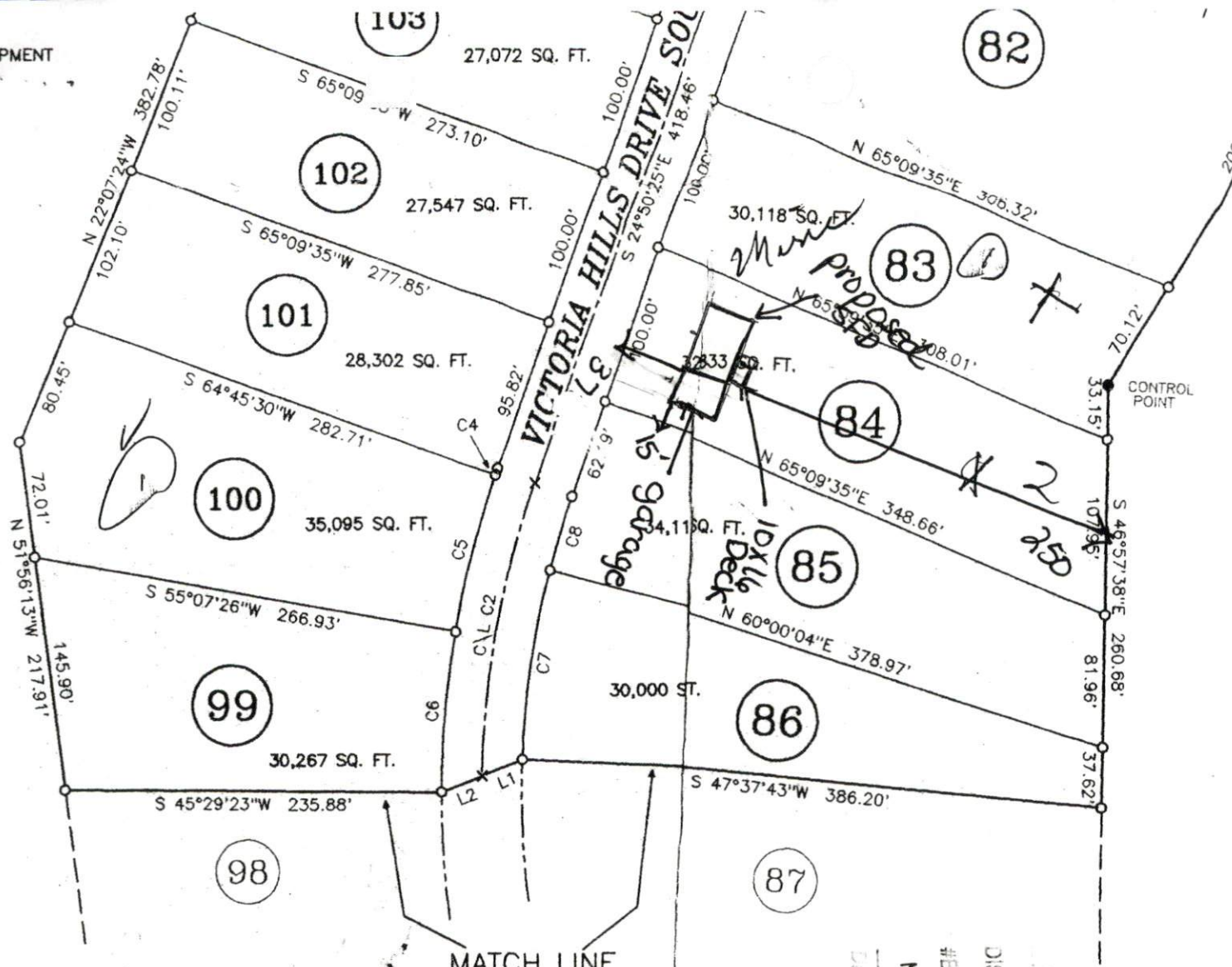
7-23-02
Date

#0037-24(N)

****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

RE DEVELOPMENT



SHOWN HEREON IS SUBJECT TO RECORD AFFECTING SAME. WORK HAS BEEN PERFORMED BY THIS OFFICE IN CONNECTION WITH THIS SURVEY. THIS OFFICE DOES NOT CERTIFY TO THE EXISTENCE OF ANY UNDERLYING INTERESTS THAT MAY OR MAY NOT BE AFFECTED BY THIS SURVEY.

APPROVED UPON THE CITY OR COUNTY FOR APPLICABLE ORDINANCE AND INTERPRETATIONS OF THE ORDINANCES.

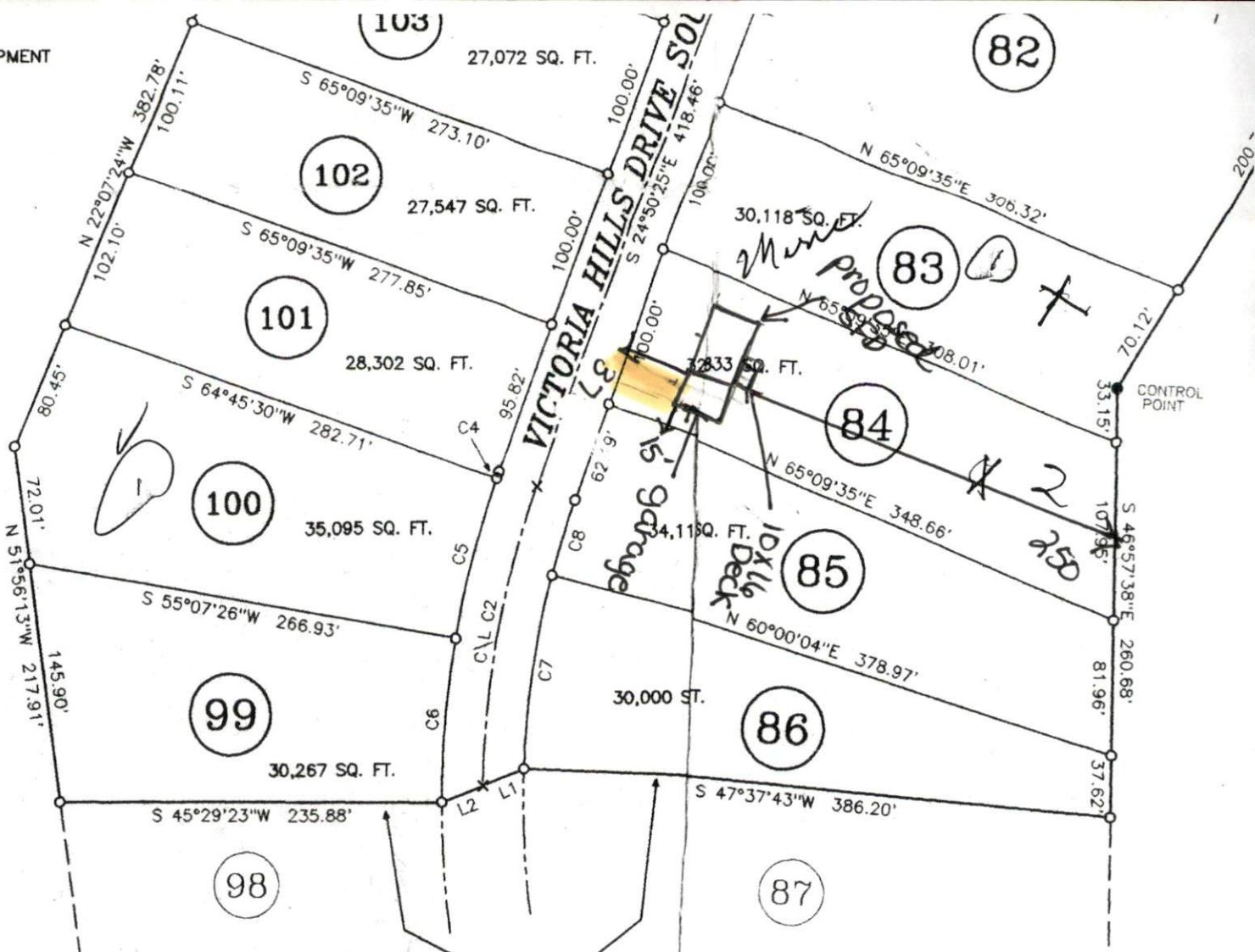
Required Property Line Setback

From	Minimum	Actual
Front	35	35
Side	10	10
Corner	10	10
Rear	10	10
Nearest Building	10	10

GRAPHIC SCALE - FEET

LET 1 OF 2

DATE: 7-23-02
 Zoning Administrator: [Signature]
 CITY PLAN APPROVAL
 DISTRICT: R140 USE: SED
 #BEDROOMS: 3
 300



MATCH LINE

From
Site
Corner
Rear
Nearest
Building

Required Property Line Setbacks

From	Minimum	Actual
Site	35	100
Corner	10	25
Rear	25	100
Nearest Building	1	100

SET 1 OF 2

GRAPHIC SCALE - FEET

SHOWN HEREON IS SUBJECT TO RECORD AFFECTING SAME. WHICH HAS BEEN PERFORMED BY THIS OFFICE IN CONNECTION WITH THE COURSE OF THIS SURVEY. I DO NOT CERTIFY TO THE EXISTENCE OF ANY UNDERLYING INTERESTS THAT MAY OR MAY NOT BE AFFECTED BY THIS SURVEY.

APPLIED UPON THE CITY OR COUNTY FOR THE CITY OF... APPLICABLE ORDINANCE AND INTERPRETATIONS OF THE ORDINANCES.

CITE PLAN APPROVAL
DISTRICT R140 USE SED 300
#BEDROOMS 3
Date 7-23-02 Chill...
Zoning Administrator

TO HAVE AND TO HOLD the above described lands and premises, together with all appurtenances thereunto belonging, or in anyway appertaining, unto the Grantees, their heirs, successors and assigns forever, but subject always, however, to the reservation(s) set forth above.

AND the said Grantor, party of the first part, covenant to and with said Grantees, parties of the second part, their heirs, successors, administrators and assigns that it is lawfully seized in fee simple of said lands and premises, and have full right and power to convey the same to the Grantees in fee simple (but subject, however, to the limitations set out above) and that said lands and premises are free from any and all encumbrances, except as set forth above, and that itself and its heirs, successors, administrators and assigns shall forever warrant and defend the title to the same lands and premises, together with the appurtenances thereunto appertaining, unto the Grantees, their heirs, successors, administrators and assigns against the lawful claims of all persons whomsoever.

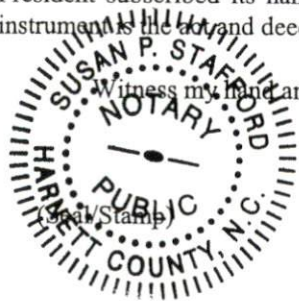
IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Anderson Construction, Inc.

By: Leon Anderson (Seal)
Leon Anderson
President

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, a Notary Public in and for said County and State, do hereby certify that on the 4th day of July, 2002, before me personally came Leon Anderson, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President of Anderson Construction, Inc., the corporation described herein and which executed the foregoing instrument; and that the name of the corporation was subscribed thereto by said President, and that said President subscribed its names thereto, all by order of the Board of Directors of said corporation; and that said instrument is the act and deed of said corporation.



Witness my hand and official stamp or seal, this the 4th day of July, 2002.

22

Susan P. Stafford
Notary Public

My Commission Expires: 5-19-07

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2002 JUL 23 01:00:10 PM
BK: 1643 PG: 409-414 FEE: \$26.00
INSTRUMENT # 2002013105

NORTH CAROLINA DEED OF TRUST AND SECURITY AGREEMENT

(Collateral Includes Fixtures)

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:

Adams Law Office, P.A.

This instrument was prepared by:

S. Todd Adams, Attorney

Recording: Time, Book and Page

Brief description for index:

Lot 84, Victoria Hills Subdivision, Phase 4

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made as of this 22nd day of July, 2002, by and among:

GRANTOR (Include Address)

TRUSTEE

BB&T Collateral Service Corporation
200 West Second Street, 6th Floor
Winston-Salem, N.C. 27101

GARY L HUGHES and BARBARA GARDNER HUGHES

(Husband and Wife) dba Gary Lynn Hughes Construction

BENEFICIARY

BRANCH BANKING AND TRUST
COMPANY, a
North Carolina banking corporation
P.O. Box 1255, Winston-Salem, NC
27102-1255

3055 OLD BUIES CREEK RD

ANGIER, NC 27501-0000

IF BOX CHECKED, THIS DEED OF TRUST SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.

THE FOLLOWING INFORMATION APPLIES TO THIS DEED OF TRUST:

1. The maximum principal amount of the Debt (defined below), including present and future advances, secured by this Deed of Trust is ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED DOLLARS & 00/100 (\$ 116,500.00) Dollars.

2. The Debt, on the date hereof, is evidenced by a Note and/or other Document described by name, parties, dollar amount

4. The current principal amount of the Debt advanced on the date hereof (including any outstanding amounts advanced previously) by Beneficiary is \$ 30,000.00 (if none, so state).

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

6. The real property which is the subject of this Deed of Trust is located in or near the City of ANGIER, in the Township of HECTORS CREEK, 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:

BEING all of Lot 84, Victoria Hills Subdivision, Phase 4, as shown on Book of Maps 2002, Page 355, Harnett County Registry.

** Notwithstanding any preprinted information contained herein to the contrary, this instrument secures a Note executed by Gary L. Hughes and wife, Barbara Gardner Hughes only. **

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 any third party 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 keep insured all improvements which are now existing and which might hereafter become part of the Property, against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required from time to time by Beneficiary; and Grantor shall pay promptly, when due, any premiums on the insurance. All insurance shall be carried with companies approved by Beneficiary, and Grantor shall cause all policies and renewals thereof to be delivered to Beneficiary; and the policies shall contain loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, and Beneficiary may make proof of loss if such is not made promptly by Grantor. Any insurer is hereby expressly authorized and directed

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 as 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 shall be in default in the timely payment or performance of any of Grantor'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 Debt, 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. **SECURITY INTEREST.** All the fixtures and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the fixtures, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such fixtures for the benefit of Beneficiary. In that regard, Grantor grants to Beneficiary all of the rights and remedies of a secured party under the North Carolina Uniform Commercial Code. Grantor agrees to execute and deliver to Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. Grantor hereby irrevocably (as long as the Debt remains unpaid) makes, constitutes and appoints Beneficiary as the true and lawful attorney of Borrower to sign the name of Grantor on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests. However to the extent allowed by law, this Deed of Trust shall be a financing statement sufficient to perfect and maintain any security interest created hereby in the Property and its Proceeds.

11. **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.

12. **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.

13. **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.

14. **INSPECTION.** Beneficiary may at any reasonable time and from time to time make or cause to be made reasonable entries upon, investigations, and inspections of the Property, including without limitation any inspections or investigations such as sampling and testing which may be necessary or desirable to review compliance with Environmental Laws.

15. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that Grantor is seized of 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.

16. **ATTORNEYS' FEES.** In the event that Grantor 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 States 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.

17. **ANTI-MARSHALLING PROVISIONS.** Trustee and Beneficiary may grant releases at any time and from time to time of

18. ENVIRONMENTAL ISSUES. Grantor for itself, its successors and assigns represents, warrants and agrees that (a) neither Grantor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Grantor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property; (c) the Property are presently in compliance with all Environmental Laws; there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Grantor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; (e) Grantor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Materials on the Property; (f) Grantor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Grantor has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and the Grantor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) Grantor shall immediately give the Beneficiary oral and written notice in the event that Grantor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Property in accordance with all applicable Environmental Laws. The Grantor hereby agrees to indemnify the Beneficiary and hold the Beneficiary harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Grantor, (b) the violation of any Environmental Laws relating to or affecting the Property, whether or not caused by or within the control of Grantor, (c) the failure by Grantor to comply fully with the terms and provisions of this paragraph, or (d) 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 and includes petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law, or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Grantor under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, the cancellation of the Note; or if otherwise expressly permitted in writing by the Bank, the sale or alienation of any part of the Property.

19. EVENTS OF DEFAULT. Grantor shall be in default under this Deed of Trust upon the occurrence of any of the following:

- (a) Default in the payment or performance of any of the obligations, or of any covenant or warranty, in this Deed of Trust, in the Note or other Document, or in any other note of Grantor to Beneficiary or any contract between Grantor and Beneficiary; or in any contract between any third party and Beneficiary made for the benefit of Grantor; or
- (b) Any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor in connection with this transaction proving to have been false in any material respect when made or furnished; or
- (c) Loss, theft, substantial damage, destruction to or of the Property, or the assertion or making of any levy, seizure, mechanic's or materialman's lien or attachment thereof or thereon; or
- (d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver for any part of the property of, assignment for the benefit of creditors by, or the inability to pay debts in the ordinary course of business of the Grantor or any co-maker, endorser, guarantor or surety for Grantor; or
- (e) Failure of a corporate Grantor or co-maker, endorser, guarantor or surety for Grantor to maintain its corporate existence in good standing; or
- (f) Upon the entry of any monetary judgment or the assessment or filing of any tax lien against Grantor; or upon the issuance of any writ of garnishment or attachment against any property of debts due or rights of Grantor; or
- (g) The sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, or any change in the ownership or control of any corporate or partnership Grantor, without Beneficiary's prior written consent; or
- (h) If Beneficiary should otherwise deem itself, its security interests, the Property, or the Debt unsafe or insecure; or should Beneficiary otherwise believe that the prospect of payment or other performance is impaired.

20. 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 or any part thereof 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 this 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 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.

21. RELEASE AND CANCELLATION. Upon fulfillment of all of obligations, the performance of which is secured by this Deed of Trust, and upon payment of the Debt, 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.

IN TESTIMONY WHEREOF, the above corporate Grantor has caused this instrument to be executed in its corporate name by its _____ President, _____ Secretary, and its corporate seal to be hereto affixed all by the lawful order of its Board of Directors first duly given, with this sealed instrument being delivered on the date first above written.

By: _____ (CORPORATE NAME) _____ President

By: _____ ATTEST: _____

(CORPORATE SEAL) _____ Secretary

IN TESTIMONY WHEREOF, the above partnership Grantor, Limited Liability Company, or Limited Liability Partnership has caused this instrument to be executed in the appropriate company or partnership name by duly authorized general partner(s) or managers, and has adopted as its seal the word "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

By: _____ (SEAL) _____
NAME OF PARTNERSHIP, LLC, OR LLP

By: _____ (SEAL)
Title: _____

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: Gary L. Hughes (SEAL)
Gary L. Hughes

Grantor: dba Gary Lynn Hughes Construction (SEAL)

Grantor: Barbara Gardner Hughes (SEAL)
Barbara Gardner Hughes

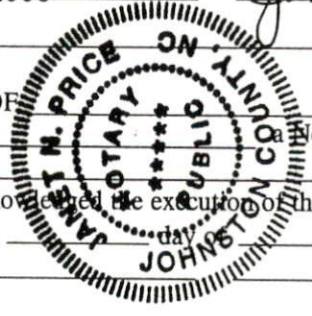
Grantor: dba Gary Lynn Hughes Construction (SEAL)

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

SEAL STAMP

STATE OF NORTH CAROLINA, COUNTY OF HARNETT
I, Janet N. Price a Notary Public, do hereby certify that
Gary L. Hughes and Barbara Gardner Hughes ** Grantor,
personally appeared before me this day and acknowledged the execution of this Deed of Trust.
Witness my hand and official stamp or seal, this 22 day of July, 2002
My Commission Expires: December 9, 2006
Janet N. Price
** dba Gary Lynn Hughes Construction NOTARY PUBLIC



SEAL STAMP

STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____ a Notary Public, do hereby certify that
_____ Grantor,
personally appeared before me this day and acknowledged the execution of this Deed of Trust.
Witness my hand and official stamp or seal, this _____ day of _____,
My Commission Expires: _____
NOTARY PUBLIC

SEAL STAMP

STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____ a Notary Public, do hereby certify that
_____ personally appeared before me this day and acknowledged that he/they is/are _____ (indicate whether general partners or managers) of _____, a _____, and further acknowledged the due execution of this Deed of Trust on behalf of the _____.
Witness my hand and official stamp or seal, this _____ day of _____,
My Commission Expires: _____
NOTARY PUBLIC

SEAL STAMP

STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged that _____ he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by _____ self as its _____ Secretary.

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2002 JUL 23 01:01:10 PM
BK: 1643 PG: 415-417 FEE: \$17.00
INSTRUMENT # 2002013106

Mail To : Pope & Pope, Attorneys At Law, P.A.
& Prepared By: Post Office Box 790
Angier, North Carolina 27501

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

RELEASE DEED

This RELEASE DEED is made this 22 day of July 2002, by and between William M. Pope, Trustee, hereinafter referred to as the "Trustee"; (whether a corporation or one or more persons), and Anderson Enterprises, Inc., hereinafter referred to as the "Beneficiary", (whether a corporation or one or more persons), parties of the first part, and Anderson Construction, Inc., parties of the second part, (whether a corporation or one or more persons).

WITNESSETH:

THAT WHEREAS, said parties of the second part heretofore executed to the said Trustee a certain Deed of Trust dated May 10, 2002, and recorded in Book 1622, Page 114-116 in the Office of the Register of Deeds of Harnett County, North Carolina, to secure a certain note or notes therein set out in the amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) and payable to the Beneficiary; and whereas, said Beneficiary is the owner and holder of said note or notes; and whereas, said parties of the second part have requested the said Beneficiary to release from the lien of said Deed of Trust so much of the land therein conveyed as is hereafter described and the said Beneficiary has agreed to do so and has requested said Trustee to join in said release.

NOW, THEREFORE, said parties of the first part, for and in consideration of the sum of Ten Dollars and No/100s (\$10.00) paid to them by the parties of the second part, the receipt of which is hereby acknowledged, have remised and released, and by these presents do remise, release and forever quitclaim unto the said parties of the second part, their heirs, successors, and assigns that certain tract or parcel of land situated in Harnett County, North Carolina, and more particularly described as follows:

BEING all of Lot No. 84 of Victoria Hills Subdivision, Phase 4, as shown on map of survey dated July 4, 2001 (revised: January 22, 2002) by Mauldin-Watkins Surveying, P.A., Fuquay-Varina, North Carolina and recorded in Map No. 2002-355, Harnett County Registry, reference to map is hereby made for greater accuracy of description.

TO HAVE AND TO HOLD, said lands, premises, together with all privileges and appurtenances thereunto belonging to them, the said parties of the second part, and their heirs, successors and assigns, free and discharged from the lien of the Deed of Trust recorded in Book 1622, Page 114-116, in the Office of the Register of Deeds of Harnett County, North Carolina, and hereinabove referred to.

But it is understood and agreed that this release shall apply only to so much of said lands as are herein expressly described and conveyed and that as to the remainder of said lands described in said Deed of Trust, said Deed of Trust shall be and remain in full force and effect.

IN WITNESS WHEREOF, the said Trustee and Beneficiary, parties of the first part, have hereunto set their hands and seals, this the day and year first above written.

William M. Pope (SEAL)
William M. Pope, Trustee

ANDERSON ENTERPRISES, INC.

BY: Virgie T. Anderson (SEAL)
President

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, a Notary Public for the County and State aforesaid, do hereby certify that William M. Pope, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 22 day of July, 2002.

My Commission Expires: 5-19-07

Susan P. Stafford
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, a Notary Public in and for said County and State, do hereby certify that on the 22 day of July, 2002, before me personally came Virgie T. Anderson, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President of Anderson Enterprises, Inc., the corporation described herein and which executed the foregoing instrument;; and that the name of the corporation was subscribed thereto by said President, and that said President subscribed their names thereto, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

Witness my hand and official stamp or seal, this the 22 day of July, 2002.

(Seal/Stamp)

My Commission Expires: 5-17-07

Susan P. Stafford
Notary Public

