

HARNETT COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
307 W. CORNELIUS HARNETT BLVD.
LILLINGTON, NC 27546
910-893-7547 PHONE
910-893-9371 FAX

Application for Repair

EMAIL ADDRESS:

hbrpropmgt@gmail.com

NAME Top Dragg Realty PHONE NUMBER 910.779.0305

PHYSICAL ADDRESS 215 Blair Wood Place

MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL) _____

IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME Terrance Johnson

Laurel Valley 25 NC 16892
SUBDIVISION NAME LOT #/TRACT # STATE RD/HWY SIZE OF LOT/TRACT

Type of Dwelling: Modular Mobile Home Stick built Other Single Family

Number of bedrooms 43 Basement NO

Garage: Yes No Dishwasher: Yes No Garbage Disposal: Yes No

Water Supply: Private Well Community System County

Directions from Lillington to your site: _____

In order for Environmental Health to help you with your repair, you will need to comply by completing the following:

1. The outlet end of the tank and the distribution box will need to be uncovered and property lines flagged. After the tank is uncovered, property lines flagged, underground utilities marked, and the orange sign has been placed, you will need to call us at 910-893-7547 to confirm that your site is ready for evaluation. Your system must be repaired within 30 days of issuance of the Improvement Permit or the time set within receipt of a violation letter. (Whichever is applicable.)

By signing below, I certify that all of the above information is correct to the best of my knowledge. False information will result in the denial of the permit. The permit is subject to revocation if the site plan, intended use, or ownership changes.

[Signature]
Signature

4/6/2020
Date
5/6/2020

HOMEOWNER INTERVIEW FORM

It is important that you answer the following questions for our inspectors. Please do not leave any blanks if possible, and answer all questions to the best of your ability. Thank You.

Have you received a violation letter for a failing system from our office? YES NO
Also, within the last 5 years have you completed an application for repair for this site? YES NO

Year home was built (or year of septic tank installation) N/A
Installer of system _____
Septic Tank Pumper _____
Designer of System _____

1. Number of people who live in house? 2 # adults 3 # children 5 # total
2. What is your average estimated daily water usage? _____ gallons/month or day _____ county water. If HCPU please give the name the bill is listed in _____

3. If you have a garbage disposal, how often is it used? daily weekly monthly
4. When was the septic tank last pumped? 4/10/2020 How often do you have it pumped? once a year
5. If you have a dishwasher, how often do you use it? daily every other day weekly
6. If you have a washing machine, how often do you use it? daily every other day weekly monthly
7. Do you have a water softener or treatment system? YES NO Where does it drain?

8. Do you use an "in tank" toilet bowl sanitizer? YES NO
9. Are you or any member in your household using long term prescription drugs, antibiotics or chemotherapy? YES NO If yes please list _____
10. Do you put household cleaning chemicals down the drain? YES NO If so, what kind?

11. Have you put any chemicals (paints, thinners, etc.) down the drain? YES NO
12. Have you installed any water fixtures since your system has been installed? YES NO If yes, please list any additions including any spas, whirlpool, sinks, lavatories, bath/showers, toilets _____

13. Do you have an underground lawn watering system? YES NO
14. Has any work been done to your structure since the initial move into your home such as, a roof, gutter drains, basement foundation drains, landscaping, etc? If yes, please list Deck on Backyard
15. Are there any underground utilities on your lot? Please check all that apply: N/A
 Power Phone Cable Gas Water

16. Describe what is happening when you are having problems with your septic system, and when was this first noticed?

Sent a Septic Vendor out and he recommended us to call the Health Dept. to do an evaluation of the septic tank
17. Do you notice the problem as being patterned or linked to a specific event (i.e., wash clothes, heavy rains, and household guests?) YES NO If Yes, please list Just water coming from the ground.

HARNETT REGIONAL WATER
Customer/Location Consumption History Inquiry

Customer ID: 233425 Name: FORD, CHARLTON
 Location ID: 85156 Addr: 215 BRIARWOOD PL
 Cycle/Route: 07 29
 Initiation date : 2/18/19
 Termination date: 0/00/00
 Amount due: \$426.21
 Pending : \$.00
 Customer status: A Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail 6=Display comment codes

Opt	Code	Service	Reading	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
-	WA	REG		4/16/20	21310.00		.00 27	16485509	N	N
-	WA	REG		3/20/20	16330.00		.00 31	16485509	N	N
-	WA	REG		2/18/20	19940.00		.00 27	16485509	N	N
-	WA	REG		1/22/20	39910.00		.00 35	16485509	N	N
-	WA	REG		12/18/19	15560.00		.00 27	16485509	N	N
-	WA	REG		11/21/19	9560.00		.00 35	16485509	N	N
-	WA	REG		10/17/19	14780.00		.00 30	16485509	N	N
-	WA	REG		9/17/19	11680.00		.00 35	16485509	N	N +

F3=Exit F5=Print history F6=Meter inventory F7=Meter svc info
 F8=Pending/history trans F9=Budget trans F24=More keys

HTE# 06-500 16170

Harnett County Department of Public Health 19208

PERMIT # 23419

Operation Permit

New Installation Septic Tank Repair Nitrification Line Expansion

PROPERTY LOCATION: NC 27

Name: (owner) Kent Pierce

SUBDIVISION Laurel Valley

LOT # 25

System Installer: Ted Brown

Registration # _____

Basement with plumbing: Garage Number of Bedrooms 3

Type of Water Supply: Community Public Well Distance from well 50 feet

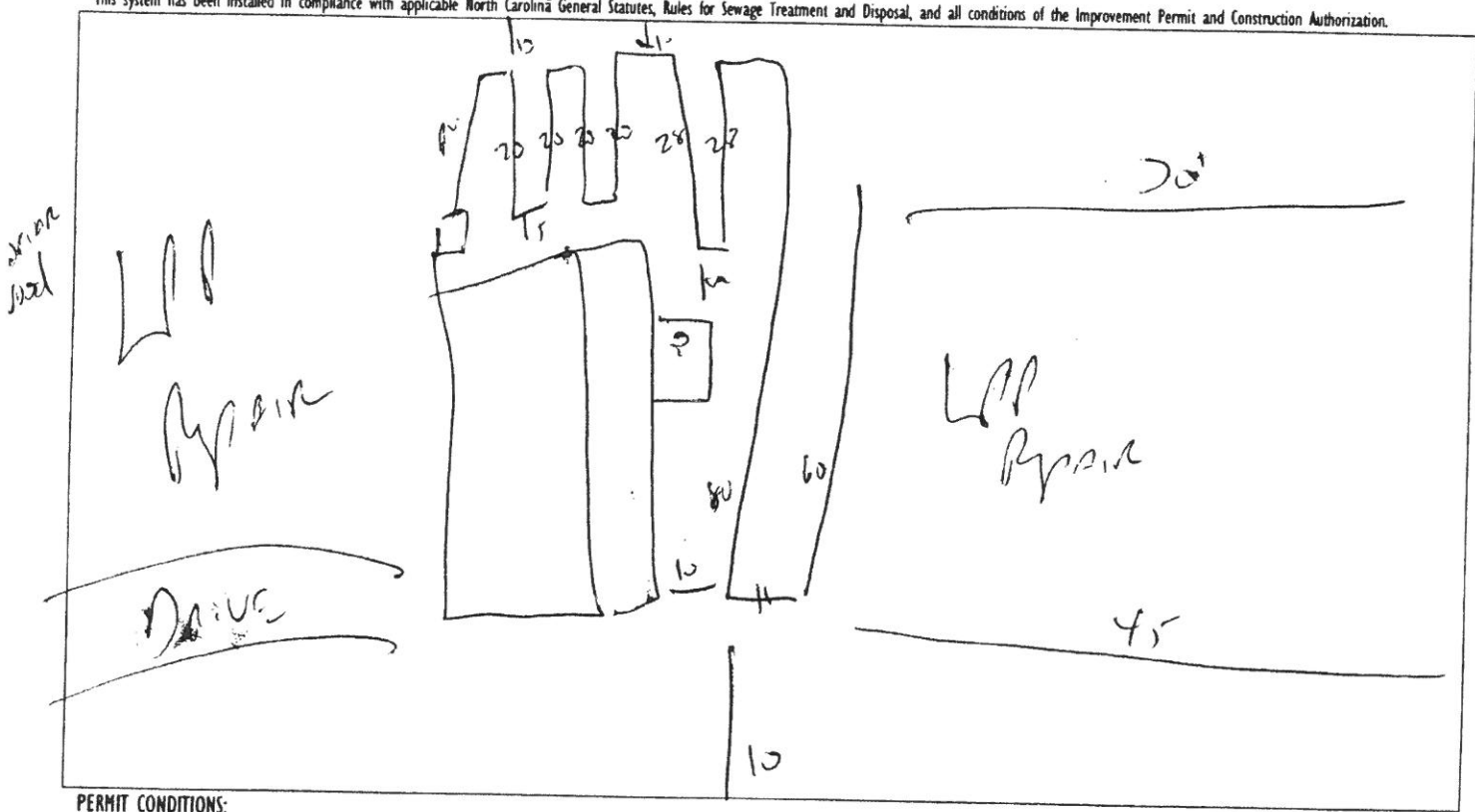
System Type: Infiltrator Quack 4 III Types V and VI Systems expire in 5 years.

(In accordance with Table V a)

Owner must contact Health Department 6 months prior to expiration for permit renewal.

This system has been installed in compliance with applicable North Carolina General Statutes, Rules for Sewage Treatment and Disposal, and all conditions of the Improvement Permit and Construction Authorization.

Well shine



PERMIT CONDITIONS:

- I. Performance: System shall perform in accordance with Rule .1961.
- II. Monitoring: As required by Rule .1961.
- III. Maintenance: As required by Rule .1961. Other: _____
Subsurface system operator required? Yes No
If yes, see attached sheet for additional operation conditions, maintenance and reporting.
- IV. Operation: _____
- V. Other: _____

Following are the specifications for the sewage disposal system on the above captioned property.

Type of system: Conventional Other Quack 4 Size of tank: Septic Tank: 1000 gallons Pump Tank: _____ gallons

Subsurface Drainage Field: No. of ditches 1 exact length of each ditch 265 feet width of ditches 3 feet depth of ditches 18 inches

French Drain Required: _____ Linear feet

Authorized State Agent

[Signature]

Date 3-12-07

HTE# 06-500-16170

Harnett County Department of Public Health

23419

Improvement Permit

A building permit cannot be issued with only an Improvement Permit

ISSUED TO: Kent Pirce PROPERTY LOCATION: N127
 SUBDIVISION Laurel Valley LOT # 25
 NEW REPAIR EXPANSION
 Type of Structure: SFO-44x54 JBR Site Improvements required prior to Construction Authorization Issuance:
 Proposed Wastewater System Type: 25% Reduction system
 Projected Daily Flow: 360 GPD
 Number of bedrooms: 3 Number of Occupants: 6 max
 Basement Yes No
 Pump Required: Yes No May be required based on final location and elevations of facilities
 Type of Water Supply: Community Public Well Distance from well 10 feet Permit valid for: Five years
 Permit conditions: met onsite maintain all set backs No expiration
STUB at Plumbing shallow where shown

Authorized State Agent: [Signature] Date: 12-21-06 SEE ATTACHED SITE SKETCH
 The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. This site is subject to revocation if the site plan, plat, or the intended use changes. The Improvement Permit shall not be affected by a change in ownership of the site. This permit is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to conditions of this permit.

Construction Authorization

(Required for Building Permit)

The construction and installation requirements of Rules .1950, .1952, .1954, .1955, .1956, .1957, .1958, and .1959 are incorporated by references into this permit and shall be met. Systems shall be installed in accordance with the attached system layout.

ISSUED TO: Kent Pirce PROPERTY LOCATION: N127
 SUBDIVISION LAUREL VALLEY LOT # 25
 Facility Type: SFO-44x54 / JBR New Expansion Repair
 Basement? Yes No Basement Fixtures? Yes No
 Type of Wastewater System** 25% Reduction SA (Initial) Wastewater Flow: 360 GPD
 (See note below, if applicable) 480 LFD LPP (Repair)

Installation Requirements/Conditions

Septic Tank Size 1000 gallons Exact length of each trench 1x265 feet Trench Spacing: 9 Feet on Center
 Pump Tank Size _____ gallons Trenches shall be installed on contour at a Soil Cover: 6 inches
 Maximum Trench Depth of: 18 inches (Maximum soil cover shall not exceed 36" above the trench bottom)
 (Trench bottoms shall be level to +/-1/4" in all directions)
 Pump Requirements: _____ ft. TDH vs. _____ GPM Aggregate Depth: _____ inches below pipe
 Conditions: _____ inches above pipe
 _____ inches total

**If applicable: *I understand the system type specified is different from the type specified on the application. I accept the specifications of this permit.*

Owner/Legal Representative Signature: _____ Date: _____

This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The Construction Authorization shall not be transferred when there is a change in ownership of the site. This Construction Authorization is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit.

Authorized State Agent: [Signature] Date: 12-21-06 SEE ATTACHED SITE SKETCH
 Construction Authorization Expiration Date: 12-21-2011

HTE# 06-500/6120

Permit # 23419

Harnett County Department of Public Health Site Sketch

ISSUED TO: Kent Duce

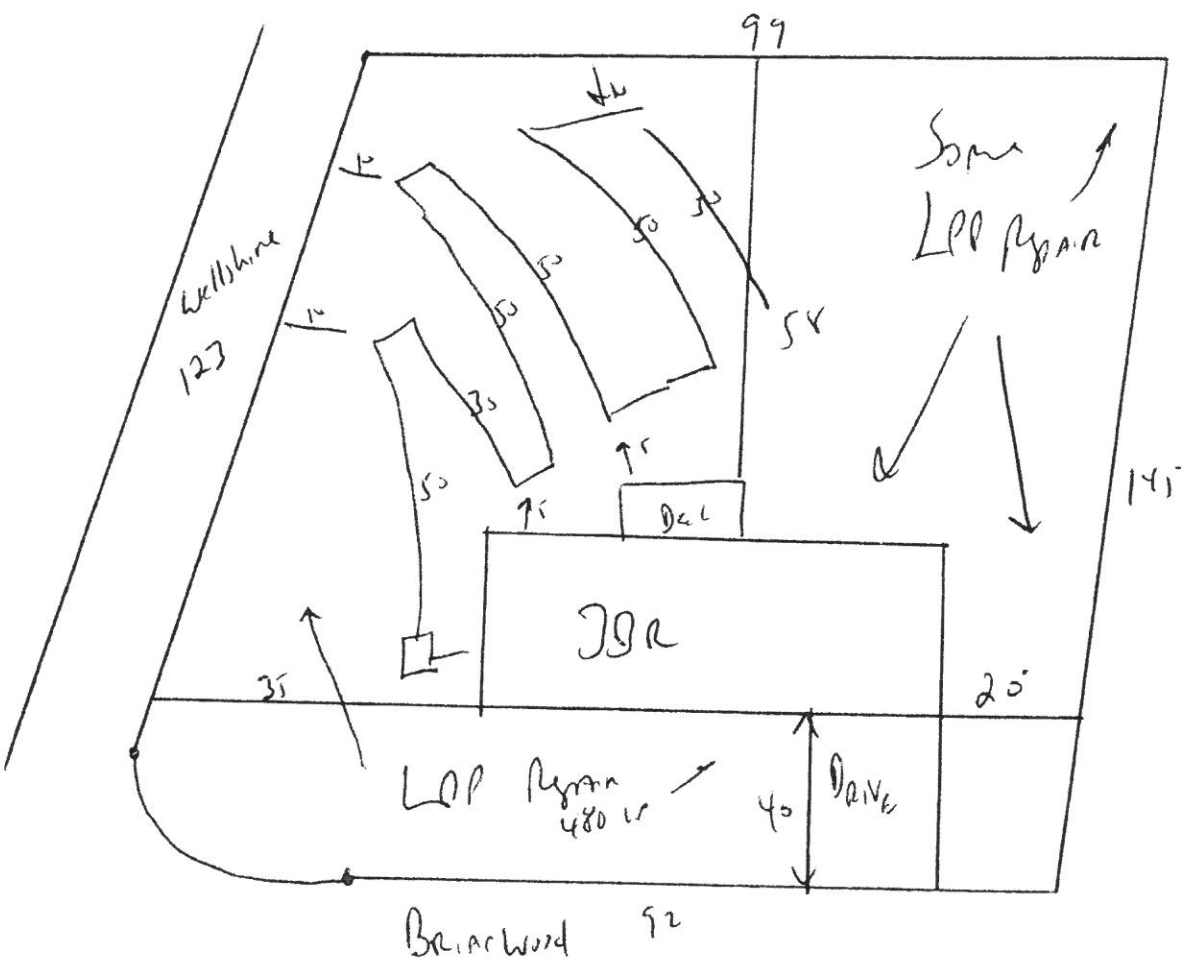
PROPERTY LOCATOR: Nc 27

SUBDIVISION LAurel Valley

LOT # 2F

Authorized State Agent: J. L. [Signature]

Date: 12-31-06



STUB out plumbing shallow where shown
 Maintain all setbacks
 Meet on site

~~SECURITY DEPOSIT 1500~~

~~PET FEE 150~~

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT
Long-term Rental Property

This Exclusive Property Management Agreement is entered into by and between Terrance Johnson, Karen Johnson ("Owner") and Top Bragg Realty ("Agent").

IN CONSIDERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with Agent, and Agent hereby contracts with Owner, to lease and manage the property described below, as well as any other property Owner and Agent may from time to time agree in writing will be subject to this Agreement (the "Property"), in accordance with all applicable laws and regulations, upon the terms and conditions contained herein.

1. **Property.** City: Sanford 27332 County: Harnett, NC
Street Address: 215 Briarwood Pl
Other Description: Laurel Valley

2. **Duration of Agreement.** This Agreement shall be binding when it has been signed and dated below by Owner and Agent. It shall become effective on 10/9/2011, and shall be for an initial term of 12 months NOT LESS THAN 30 DAYS PRIOR TO THE CONCLUSION OF THE INITIAL TERM, EITHER PARTY MAY NOTIFY THE OTHER PARTY IN WRITING OF ITS DESIRE TO TERMINATE THIS AGREEMENT, IN WHICH CASE IT SHALL TERMINATE AT THE CONCLUSION OF THE INITIAL TERM. IF NOT SO TERMINATED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF 12 months EACH UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS DESIRE TO TERMINATE THIS AGREEMENT AT LEAST 30 DAYS PRIOR TO THE CONCLUSION OF ANY SUCH RENEWAL TERM, IN WHICH CASE THIS AGREEMENT SHALL TERMINATE AT THE CONCLUSION OF SUCH TERM. If Owner terminates this Agreement within 10 days of its effective date, Owner shall pay Agent a termination fee of \$80 Marketing Fee

3. **Agent's Fee.** For services performed hereunder, Owner shall compensate Agent in the following manner:
 A fee equal to Ten Point Zero percent (10.000 %) of gross rental income received on all rental agreements, or \$ N/A per month, whichever is greater.
 Other (describe method of compensation): N/A

Agent may deduct Agent's Fee from gross receipts and collections received before remitting the balance of the receipts and collections to Owner. **Note:** No fees may be deducted from any tenant security deposit until the termination of the tenancy. Thereafter, any fees due Agent from Owner may be deducted from any portion of the security deposit due to Owner.

4. **Other Fees:** Agent may charge tenants reasonable administrative fees permitted by law and retain any such fees, including but not limited to, fees to cover the costs of processing tenant rental applications. If, in Agent's discretion, tenant leases provide for late payment fees and/or returned check fees, such fees, when collected by Agent, shall belong to Owner (Owner or Agent). Fees for purposes covered under the Tenant Security Deposit Act will be collected, held and disbursed in accordance with paragraphs 9 and 10 of this Agreement.

5. **Authority and Responsibilities of Agent.** During the time this Agreement is in effect, Agent shall:
(a) Manage the Property to the best of Agent's ability, devoting thereto such time and attention as may be necessary;
(b) OFFER THE PROPERTY TO THE PUBLIC FOR LEASING IN COMPLIANCE WITH ALL STATE AND FEDERAL HOUSING LAWS, INCLUDING BUT NOT LIMITED TO, ANY STATE AND FEDERAL LAWS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS;
(c) Use Agent's best efforts to solicit, secure and maintain tenants, including the authority to negotiate, execute, extend and renew leases in Owner's name for terms not in excess of 24 months;
(d) Collect all rentals and other charges and amounts due under tenant leases and give receipts for amounts so collected;
(e) Deliver to Owner within 45 days following the date of execution of any rental agreement an accounting which sets forth the name of the tenant, the rental rate and rents collected, and promptly provide a copy of any rental agreement to Owner upon reasonable request;



North Carolina Association of REALTORS®, Inc.

Owner Initials TJ

KJ

Agent Initials DS
KP



STANDARD FORM 401
Revised 1/2009
© 7/2011

If Owner authorizes Internet Advertising as set forth above, Owner further authorizes the display of (Check ALL applicable sections):

- The address of the Property
- Automated estimates of the market value of the Property
- Third-party comments about the Property

8. Responsibilities of Owner. During the time this Agreement is in effect, Owner shall:

- (a) Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of tenant leases or any local, state or federal law or regulations, including but not limited to NC General Statutes Section 42-42, and advance to Agent such sums as may be necessary from time to time to pay such costs and expenses;
- (b) Provide funds to Agent promptly upon Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees; and further, pay interest at the rate of Five Point Zero percent (5.000 %) per month on the amount of any outstanding balance thereof not paid to Agent within 21 days of Agent's written request therefore;
- (c) NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, THOSE LAWS AND REGULATIONS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS IN THE LEASING OF THE PROPERTY;
- (d) Carry, at Owner's expense, commercial general liability insurance (including products and completed operations coverage) against any and all claims or demands whatever arising out of, or in any way connected with, the operation, leasing and maintenance of the Property, which policies shall be written to the extent allowable so as to protect Agent in the same manner as Owner and which shall be in the minimum amounts of \$ 100,000.00 for each injury or death of one person in each accident or occurrence, and \$ 100,000.00 for property damage in each accident or occurrence; and provide at least annually a copy of such insurance policy or policies to Agent upon Agent's request; (Name of insurance agent: Foremost ; telephone no.: _____)
- (e) Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent; and
- (f) _____

9. Tenant Security Deposits. Agent may, in Agent's discretion, require tenants to make security deposits in an amount permitted by law to secure tenants' lease obligations (such security deposits shall hereinafter be referred to as "Tenant Security Deposits"). If the Agent requires Tenant Security Deposits, they shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association. Upon the commencement of this Agreement, Owner shall deliver to Agent a list of any current tenants who previously made Tenant Security Deposits under existing leases and the amounts thereof. Simultaneously therewith, any such Tenant Security Deposits shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association, and shall thereafter be administered in accordance with this Agreement.

Owner Initials DS KJ Agent Initials DS EP Page 3 of 6

19. Exclusivity. Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction therefrom of any fee due Agent hereunder.

20. Default. If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured.

21. Costs in Event of Default. If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

22. Authority to Enter into Agreement; Principal Contact. Owner represents and warrants to Agent that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is necessary. Either Karen R. or Terrance L. Johnson or _____ shall serve as Owner's principal contact for purposes of making all decisions and receiving all notices and rental payments contemplated by this Agreement, and all persons signing this Agreement as Owner hereby appoint either of said persons as Owner's agent and attorney-in-fact for the purposes set forth in this section.

23. Notices. Any notices required or permitted to be given hereunder shall be in writing and mailed by certified mail to the appropriate party at the party's address set forth below.

24. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, legal and personal representatives, successors and permitted assigns of the parties.

25. Assignments by Agent; Change of Ownership. Owner agrees that at any time during the term of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, terminate this Agreement without cause on sixty (60) days' prior written notice to the assignee or transferee of Owner's intent to terminate this Agreement.

26. Other Professional Services. Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith.

27. Addenda. Any addenda to this Agreement are described in the following space and attached hereto: _____

The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

Owner Initials DS KJ Agent Initials DS
Page 7 of 6

STANDARD FORM 401
Revised 1/2009
© 7/2011
Johnson @



HARNETT COUNTY TAX ID#

03-9589-101524

7307 BY 810B

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2007 JUL 03 09:04:32 AM
BK:2396 PG:066-068 FEE:\$17.00
NC REV STAMP:\$400.00
INSTRUMENT # 2007012086

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 400.00

Parcel Identifier No. 9576-78-2612.000 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Barfield and Radford, P.A., 2929 Breezewood Avenue, Ste 200, Fayetteville, NC 28303

This instrument was prepared by: Barfield and Radford, P.A., 2929 Breezewood Avenue, Ste 200, Fayetteville, NC 28303

Brief description for the Index: LT 25, LAUREL VALLEY

THIS DEED made this 27th day of June, 2007, by and between

GRANTOR	GRANTEE
LDS Homes, Inc. <u>2919 Breezewood Ave</u> <u>Fay. NC 28303</u>	Terrance L. Johnson 215 Briarwood Place Sanford, NC 27332

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 Sanford, _____ Township, Harnett County, North Carolina and more particularly described as follows:

BEING all of Lot 25 of Laurel Valley Subdivision, as shown on map recorded in Map #2006-500, Harnett County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2253 page 930.

A map showing the above described property is recorded in Plat Book 2006 page 500.

NC Bar Association Form No. L-3 © 1976, Revised © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title 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, other than the following exceptions: Ad valorem taxes. Restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

LDS Homes, Inc. _____ (SEAL)
(Entity Name)

By: [Signature] _____ (SEAL)
Title: President

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____
Notary Public

State of North Carolina - County of Gamblerland

I, the undersigned Notary Public of the County and State aforesaid, certify that Larry W Strother personally came before me this day and acknowledged that he is the President of LDS Homes, Inc. a North Carolina or ?? SP2556?? corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and at the request of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 27th day of June, 2007

My Commission Expires: August 6, 2011
[Signature]
Notary Public Heather M. McCarthy

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____
Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. 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

