

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: \_\_\_\_\_

NAME James Curtis + Carolyn Fowler PHONE NUMBER 910-897-8925

PHYSICAL ADDRESS 4298 Old Stage Rd. So.

MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL) \_\_\_\_\_

IF RENTING, LEASING, ETC., LIST PROPERTY OWNER NAME \_\_\_\_\_

SUBDIVISION NAME \_\_\_\_\_ LOT #/TRACT # 6 STATE RD/HWY \_\_\_\_\_ SIZE OF LOT/TRACT \_\_\_\_\_

Type of Dwelling:  Modular  Mobile Home  Stick built  Other \_\_\_\_\_

Number of bedrooms 3  Basement

Garage: Yes  No  Dishwasher: Yes  No

Water Supply:  Private Well  Community System  County

Directions from Lillington to your site: Go down 421 south toward Ewin to Old Stage Rd. So.

1974 Dwelling  
 no layout  
 Garbage Disposal: Yes  No

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

1. A "surveyed and recorded map" and "deed to your property" must be attached to this application. Please inform us of any wells on the property by showing on your survey map.
2. 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 James Curtis Fowler Date 10-30-17

11-1-17  
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# 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) 1972

Installer of system \_\_\_\_\_

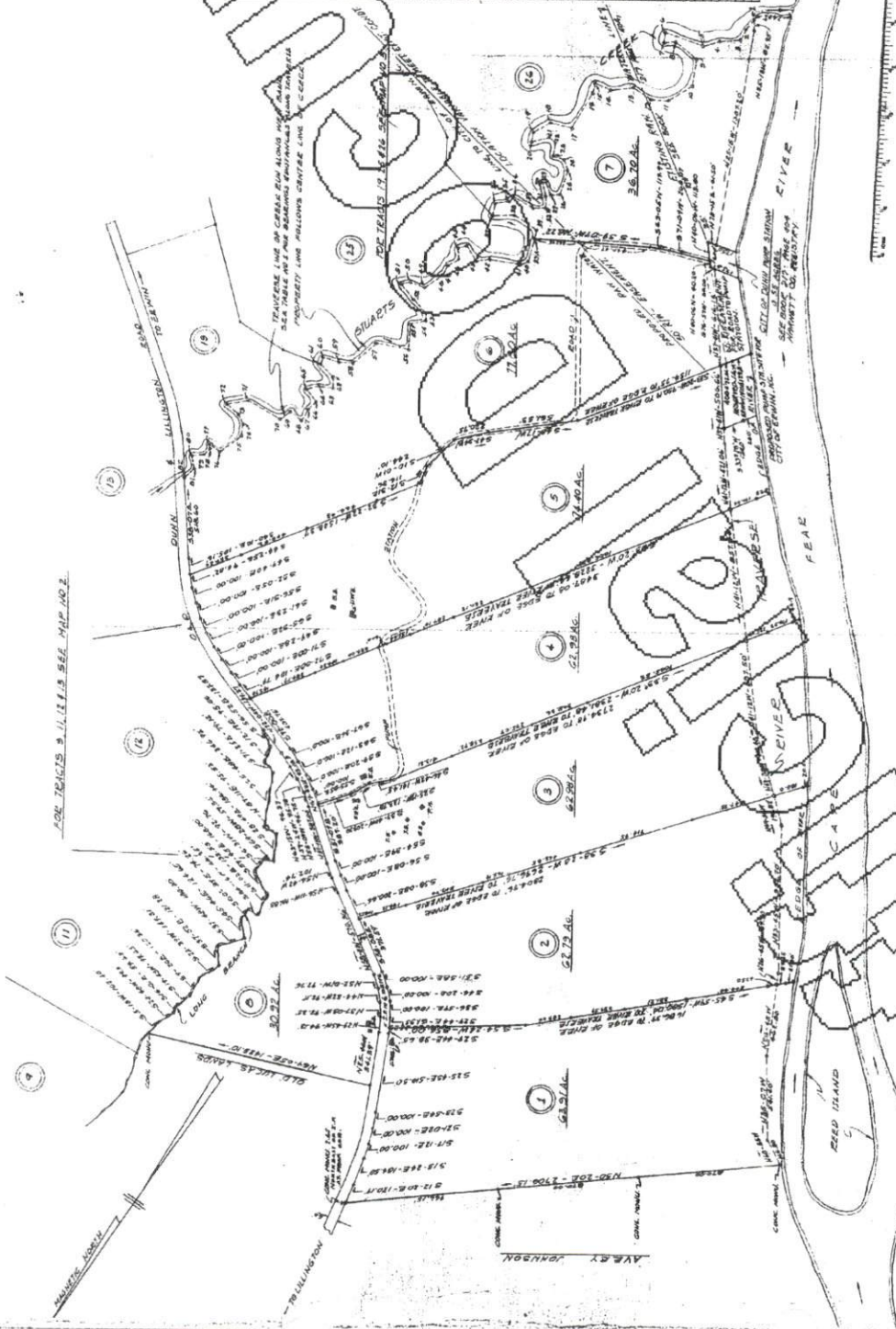
Septic Tank Pumper Gerald Temple

Designer of System \_\_\_\_\_

1. Number of people who live in house? 2 # adults \_\_\_\_\_ # children \_\_\_\_\_ # 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? 7-16 How often do you have it pumped? \_\_\_\_\_
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?  
liquid plumber
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 roof
15. Are there any underground utilities on your lot? Please check all that apply:  
 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?  
Drains lines doesn't drain properly.
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 wash clothes and household guests.

FOR TRAILS 9, 11, 12, 13 SEE MAP NO. 2.

TRACT	ACRES	SECTION	OWNER
1	1.00	1	...
2	1.00	2	...
3	1.00	3	...
4	1.00	4	...
5	1.00	5	...
6	1.00	6	...
7	1.00	7	...
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49	1.00	49	...
50	1.00	50	...



MAP NO. 1  
 SUBDIVISION OF  
**ERWIN MILLS INC. PROPERTY**  
 NEAR LEONHART, NORTH CAROLINA - HARRIS COUNTY  
 S. H. HARRIS & CO., INC.  
 SULLIVAN, MISSISSIPPI  
 ENGINEERS

- LEGEND
- UNIMPROVED ROAD (CENTER LINE)
  - IMPROVED ROAD (CENTER LINE)
  - RAILROAD (CENTER LINE)
  - CANAL (CENTER LINE)
  - DRAIN (CENTER LINE)
  - FENCE (CENTER LINE)
  - BOUNDARY (CENTER LINE)
  - EASEMENT (CENTER LINE)
  - RIGHT-OF-WAY (CENTER LINE)
  - WATERWAY (CENTER LINE)
  - UNIMPROVED ROAD (RIGHT-OF-WAY)
  - IMPROVED ROAD (RIGHT-OF-WAY)
  - RAILROAD (RIGHT-OF-WAY)
  - CANAL (RIGHT-OF-WAY)
  - DRAIN (RIGHT-OF-WAY)
  - FENCE (RIGHT-OF-WAY)
  - BOUNDARY (RIGHT-OF-WAY)
  - EASEMENT (RIGHT-OF-WAY)
  - RIGHT-OF-WAY (RIGHT-OF-WAY)
  - WATERWAY (RIGHT-OF-WAY)

NOTE: ACCORDING TO LATITUDE MEASUREMENTS, THE DISTANCE BETWEEN THE POINTS OF THE BOUNDARY OF SECTION 1 AND SECTION 2 IS 1.000000 ACRES.

THE RECORDS HEREON HAVE BEEN EXAMINED BY THE AND THE RESULTS ARE AS FOLLOWS: THE RECORDS ARE CORRECT AND ACCURATE AND THE DISTANCES ARE CORRECT AND ACCURATE.

WITNESSED MY HAND AND SEAL OF OFFICE THIS 15TH DAY OF JANUARY 1961 AT HARRIS COUNTY, NORTH CAROLINA.

REGISTERED PROFESSIONAL SURVEYOR

NORTH CAROLINA  
 HARRIS COUNTY

REGISTERED PROFESSIONAL SURVEYOR

WITNESSED MY HAND AND SEAL OF OFFICE THIS 15TH DAY OF JANUARY 1961 AT HARRIS COUNTY, NORTH CAROLINA.

APR 16, 1962, 8:41 AM



# Tax Parcel / GIS Viewer

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their heirs and assigns, the following described land in Duke Township, Harnett County, North Carolina, particularly described as follows:

FIRST TRACT: Beginning at a concrete monument in the South margin of Highway SR 1769, 60 ft. right of way, said monument stake being the Northwest corner of Lot No. 1, the 2.10 acre tract as shown on Map of Subdivision of "Portion of Joe Norris Property" described in deed to \_\_\_\_\_ recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Harnett County Registry, and also being the Northwest corner of the tract deeded to Curtis Fowler and wife, Carolyn J. Fowler, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Harnett County Reg., and runs thence with line of Lot No. 1 S. 32 deg. 22 min. West 609 feet to an iron stake; thence N. 39 deg. 00 min. West 35 feet to a stake; thence N. 32 deg. 18 min. E. 606.43 feet to a stake in the S. margin of SR 1769; thence with the margin of SR 1769 S. 43 deg. 23 min. E. 35.00 feet to the beginning, containing 0.467 acres, more or less. And being a 35.00 foot strip along the western side of the Curtis Fowler property.

This description is according to a survey and map prepared by Piedmont Engineering Co., Dunn, N. C. made March 23, 1970, and revised April 5, 1972, entitled "Subdivision of a portion of Joe Norris Property, Duke Twsp, Harnett County, N. C. and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Harnett County Registry. And being a portion of the land described in deed from Erwin Mills, Inc. to Fleming E. Walker recorded in Book 352, Page 77, Harnett County Registry. And being the identical property described in Deed of Release recorded May 24, 1972, in Book 574, Page 65 Harnett County Registry.

SECOND TRACT: BEGINNING at a stake in the Western margin of State Road #1769, the common corner between Flemming Walker and Joseph G. Norris, Sr. property and runs thence with the dividing line between Walker and Norris, S. 32 deg. 22 min. West 609 feet to an iron stake, a new corner; thence a new line S. 39 deg. East 150 feet to an iron stake, a new corner; thence another new line between Lots Nos. 1 and 2, North 32 deg. 22 min. East 611.13 feet to a stake in the Western margin of State Road #1769; thence with the Western margin of State Road #1769, North 39 deg. West 44.84 feet to a slight turn in said road, thence N. 41 deg. 17 min. W. 105.16 feet to the beginning corner, and containing 2.10 acres of land, more or less. This being Lot No. 1 in the Subdivision of a portion of the Joe (Joseph G. Norris) Norris Property, subdivided and platted by Piedmont Engr. Co., dated March 23, 1970, and also a part of said lands described in Deed of Marvin B. Barefoot and wife, Gladys N. Barefoot to Joseph G. Norris, dated March 3, 1954, and recorded in Book 349, Page 486, records of Harnett County, North Carolina. For title reference see deed dated 4-10-70 from Joseph G. Norris, Sr. unmarried, to J. Curtis Fowler and wife, Carolyn J. Fowler.

THE FEDERAL LAND BANK OF COLUMBIA

STATE OF NORTH CAROLINA,

AMORTIZATION DEED OF TRUST

COUNTY OF HARNETT

THIS INDENTURE, made this the 13th day of December in the year of our Lord nineteen hundred and Sixty-Three, by and between

Fleming E. Walker and wife, Victoria Norris Walker



4420121

of Harnett County, State of North Carolina, hereinafter called the First party, whether one or more, and W. O. McGibony Trustee, hereinafter called Second party, and The Federal Land Bank of Columbia, a corporation created, organized and existing under and by virtue of an Act of Congress of the United States of America, entitled "The Federal Farm Loan Act," hereinafter called Third party,

WITNESSETH that first party is indebted to third party in the principal sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, as evidenced by a certain promissory note, of even date herewith, payable to the order of third party, said principal sum being payable in Thirty (30) equal successive annual installments of Two Hundred Fifty (\$250.00) Dollars each, and a final installment of

Dollars, together with interest at the rate of Six (6%) per centum per annum, or at the rate of interest fixed by Act of Congress, on the whole amount of said principal sum remaining from time to time unpaid, beginning from the date hereof, the first installment of interest being payable on the First day of November, 1964, and thereafter same being annually on the same date that the annual payment on the principal is agreed to be made, the first installment of principal being payable on the First day of November, 1964, and thereafter the installments of principal being payable annually until the entire principal sum, together with all interest thereon, is paid in full, said note providing that in the event of default in the payment of any installment in accordance with the terms and tenor thereof such installment of both principal and interest shall bear simple interest from the date of such default until paid at the highest rate authorized to be charged and collected under The Federal Farm Loan Act, as amended, anything herein to the contrary notwithstanding; all of which and such other terms, conditions and agreements as are therein contained, will more fully appear by reference to said note.

NOW, THEREFORE, for and in consideration of the premises and the sum of One (\$1.00) Dollar paid to the first party by the second party, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for the purpose of securing the payment of the debt above described, due by first party to third party, first party has granted, bargained, sold, aliened and conveyed, and by these presents does grant bargain, sell, alien and convey unto second party, as Trustee, as aforesaid, his successors and assigns, the following described lands, to wit:

First Tract: A tract of land lying and being in Duke Township, Harnett County, North Carolina, and being the greater portion of Tract No. 5 on Map No. 11, subdivision of Erwin Mills, Inc., property, according to that certain survey and map made by Moore, Gardner and McMillan, Engineers, recorded in Map Book No. 156, Office of Register of Deeds for Harnett County, bounded on the north by the road known as Erwin Mills Road and now or formerly by lands of E. H. Godwin; on east by lands of the Morrisons on the south by Cape Fear River, and on west by lands of T. Melvin Johnson and here particularly described as follows:

BEGINNING at the northeast corner of a 1.6 acre tract, being one of this tract which is reserved by Erwin Mills, Inc., as a possible pumping station site, showing the above-mentioned plat, and runs north 33 degrees 20 minutes east 204 feet to corner, thence north 48 degrees 17 minutes east 561.53 feet to a corner; thence north 42 degrees 34 minutes east 220.75 feet to a corner; thence north 10 degrees 11 minutes east 244.10 feet to a corner; thence north 12 degrees 21 minutes west 116.33 feet to a corner; thence north 32 degrees 23 minutes east 50.00 feet to E. H. Godwin line; thence north 44 degrees 25 minutes west 91.00 feet, north 49 degrees 40 minutes west 100 feet; north 52 degrees .05 minutes west 100 feet, north 6 degrees 51 minutes west 100 feet; north 61 degrees 23 minutes west 100 feet, north 0 degrees 32 minutes west 100 feet; north 69 degrees 28 minutes 80.3 feet to a point in the southern edge of said road; thence south 18 degrees 00 minutes west 148.2 feet to an iron stake; thence north 71 degrees 54 minutes west 140.0 feet to an iron stake near a sawdust pile; thence north 18 degrees 06 minutes west 150.0 feet to an iron stake corner in the southern edge of said road; thence north 72 degrees 00 minutes west 84.5 feet to a concrete monument on the south edge of said road, the dividing corner between Tract No. 4 of the subdivision of the Erwin Mills, Inc., property, now owned by Fleming E. Walker and the northwest corner of this tract; thence south 33 degrees 20 minutes west 3487.08 feet to the northeasterly edge of the Cape Fear River; thence along the northeasterly edge of said river in a southeasterly direction approximately 308 feet to the southwest corner of the 1.6 acres reserved as a possible pumping station site; thence north 33 degrees 20 minutes west about 204 feet (shown on said plat as 144 feet) and thence south 37 degrees 41 minutes east 400 feet to the point of BEGINNING, containing 72.32 acres, more or less.

Second Tract: A tract of land containing 36.7 acres, more or less, located in Duke

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Township, Harnett County, North Carolina, about 1-1/2 miles northwest of Erwin and known as Lot #7 as shown on Map No. 1 of the subdivision of Erwin Mills, Inc., dated January, 1954 by Moore, Gardner and McMillan, Inc., Engineers, which map is recorded in Map Book 7, page 2, Office of the Register of Deeds of Harnett County, North Carolina, to which Map reference is hereby made for specific description of same.

TO HAVE AND TO HOLD the said bargained premises, with all and singular the rights, members and appurtenances thereto belonging or in anywise appertaining, to the only proper use, benefit and behoof of second party, his successors and assigns, forever, in fee simple.

For the consideration aforesaid, it is covenanted and agreed by and between the parties hereto as follows:

1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same; said property is unencumbered and free from all claims and charges, and first party does warrant and will forever defend the right and title of said property unto second party, his successors and assigns, against the claims of all persons whomsoever.

2. First party will use the proceeds of the loan secured hereby for the purposes specified by third party at the time the loan was approved.

3. First party will insure, and keep insured, as may be required by third party and/or by the regulations of the Farm Credit Administration and/or the Land Bank Commissioner, from time to time, all groves and orchards now on said property or that may hereafter be thereon, against loss or damage by fire, windstorm, hail, frost and/or freeze, and all buildings now on said property, or buildings which may hereafter be erected thereon, against loss or damage by fire or windstorm, in such form, in such amounts, and in such company or companies, as shall be satisfactory to third party, the loss, if any, to be payable to third party as its interest may appear at the time of the loss, and will deliver to third party the policy or policies of insurance, with mortgagee clause attached thereto satisfactory to third party, and will promptly pay when due all premiums for such insurance. If any grove or orchard shall be damaged by fire, windstorm, hail, frost, and/or freeze, the amount received in settlement of the loss may be applied, at the option of third party, on such part of the indebtedness secured by this instrument as third party may, in its sole discretion, determine. If any building on said premises so insured shall be destroyed or damaged by fire or windstorm, the amount collected for insurance may be applied, at the option of first party and subject to the rules and regulations of the Farm Credit Administration and/or the Land Bank Commissioner, to the reconstruction or repair of the building so destroyed or damaged; and any portion of such insurance funds not so used shall be applied on the indebtedness hereby secured in such manner as third party, in its sole discretion, may determine.

4. First party will pay all taxes, assessments and other governmental charges, and all judgments, claims or charges, that may be made, levied or assessed upon or against the property herein conveyed or that may be or become a lien or charge thereon, when due and payable according to law, and before they become delinquent, and will, on demand, furnish receipts to third party showing payment of the same.

5. First party will keep all buildings, fences, fixtures and other improvements, of every kind and nature, now on said property, or hereafter erected or placed thereon, in good order and condition, and will rebuild, repair and restore any uninsured buildings, fences, fixtures or other improvements that may be destroyed or damaged by fire, windstorm or otherwise, and will not commit or permit waste on said property, or the destruction or removal from said property of any buildings, fences, fixtures or improvements of any kind whatsoever, and will not cut, use or remove, or permit the cutting, use or removal of any timber or trees on said property, for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes, without the consent in writing of third party, and will not cause or permit any injury or change of any kind to or in any part of the premises, or any buildings, fences, fixtures or improvements thereon. Title to all fixtures and improvements of every kind whatsoever now on said property or hereafter placed thereon shall vest in second party under the terms hereof.

6. If first party shall fail to procure and maintain insurance on the buildings on said property as herein agreed, or if, after procuring the same, shall fail to pay the premium therefor, or if first party shall fail to pay any taxes, claims, charges, liens, assessments or judgments, as and when the same shall become due and payable, as herein agreed, or if first party shall fail to keep the buildings and improvements now on said land, or hereafter placed thereon, in good order and condition, then in any such event, third party may procure such insurance and pay the premium thereon, and may pay any unpaid premiums for insurance procured by first party, and may pay any taxes, claims, charges, liens, assessments or judgments which should, under the terms of this instrument, be paid by first party, and may make or cause to be made any repairs necessary to place or keep the buildings and improvements on said land in good order and condition, and any amounts so paid or advanced by third party for insurance premiums, taxes, claims, charges, liens, assessments, judgments or repairs shall be added to the principal debt hereby secured, and shall become part thereof, and the repayment thereof, with simple interest from the date of payment by third party, at the highest rate authorized to be charged under the Federal Farm Loan Act or amendments thereto, shall be secured by this instrument in the same manner and to the same extent as the original debt hereby secured; and third party shall be subrogated to all rights of the person or persons to whom such payments may be made.

7. If first party conveys, sells, alienates, transfers or leases the property herein described, without the written consent of third party, the entire indebtedness secured hereby shall, at the option of third party, become immediately due and payable without notice; in the event of the death of any person designated herein as first party, and, if his heir or heirs, or legal representative or representatives, do not within sixty (60) days of such death assume the indebtedness secured hereby and the stock interest of the deceased, the indebtedness secured hereby shall, at the option of third party, become immediately due and payable without notice. If either of these options be exercised by third party and the total indebtedness secured hereby is not paid immediately, the property herein described may be sold and the proceeds of sale thereof applied as hereinafter provided.

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8. If first party shall fail to pay any installment of principal or interest, at or before the date when the same shall become due and payable, or shall fail to procure and maintain insurance on the buildings on said land, in accordance with the terms of this instrument, or to pay the premium on any insurance procured by first party when and as the same is due and payable, or shall fail to pay any taxes, claims, charges, liens, assessments or judgments, which may be or become a charge, claim or lien against the property, before, or when the same shall become due and payable, or if the buildings, fences and other improvements on said land are not kept in good order and condition, or if injury, or waste, is committed or permitted to or on the said property, or the buildings, fences, fixtures, or improvements thereon, or if any fixtures or improvements are removed from or changed on said property, or if any trees or timber are cut for any purpose or worked for turpentine without the consent of third party, all in accordance with the covenants herein contained, or if first party shall fail to keep or perform, or shall violate, any other terms, conditions, provisions or covenants of this instrument or the note secured hereby or The Federal Farm Loan Act, or amendments thereto, or any of the rules and regulations issued or that may be issued by the Farm Credit Administration and/or the Land Bank Commissioner, all of which are hereby expressly made a part hereof, any such act, omission, violation or event shall constitute a default on the part of the first party.

9. In the event of any default by first party, under the terms hereof, then, at the option of third party, its successors or assigns, the whole principal sum of said note remaining unpaid at that time, together with all accrued interest and all other sums including all advances made for taxes, claims, charges, liens, judgments, or assessments, premiums on insurance and charges of any kind, shall at once become due and payable without notice, and this deed of trust may forthwith be foreclosed for the whole amount of said sums, interest and costs, and on the application of third party, its successors or assigns, it shall be lawful for and the duty of said second party or his duly authorized agent to advertise a sale of said lands by posting a notice at the court house door of said county and by publication in some newspaper published in said county at least once a week for four (4) weeks, or if no newspaper is published in the county then by posting a notice at the court house door and three other public places in the county for thirty days immediately preceding the date hereon appointing a day and place of sale and at such time and place to expose said land at public sale to the highest bidder for cash, or upon such terms as are agreeable to the third party, and at such sale to convey said lands to the purchaser at said sale. At such sale the third party shall have the right to bid and to become the purchaser of the property sold. In the event the lands are located in more than one county, the sale may be held, at the election of the trustee, in either or any county in which any part of the lands lie.

10. Second party shall apply the proceeds of any sale made under authority of this deed as follows:

(1) All costs of said sale, including the charges for advertising and a commission of five (5%) per centum of the amount for which the property is sold, as compensation for the services of the second party as trustee;

(2) All taxes, claims, charges, liens, assessments, judgments and costs of maintaining and repair advanced by third party under the terms of this instrument, with interest thereon as herein set out;

(3) All taxes on, or which are liens against, and all claims and charges against the property, outstanding, unpaid and payable;

(4) The principal and interest of the original debt hereby secured;

(5) The remainder, if any, of the proceeds of sale shall be paid to first party. If the proceeds of any such sale shall not be sufficient to pay the indebtedness hereby secured, with all trustee's commissions, expenses, costs, taxes, charges, claims, assessment, liens, judgments, repairs and maintenance, as herein set out, first party shall be liable to third party for the balance due after the application of the proceeds of the sale as herein provided, and may be sued for such balance in any court having jurisdiction.

11. If first party shall pay all installments of principal and interest as set forth in the note and in this deed of trust and shall comply with all of the terms, covenants and conditions hereof, then this deed of trust shall become null and void.

12. As a condition hereof, and as part of the consideration for the loan secured hereby, first party hereby waives and releases for himself, his heirs, administrators and executors, all rights that now exist, or that may hereafter exist, under the laws of the State of North Carolina, in the event of suit against first party for any deficiency in the debt hereby secured, after foreclosure sale by the trustee, or otherwise, of the lands herein described, to show as defense or set-off the alleged fair worth of said land; and for the consideration aforesaid, first party agrees to pay the full amount of the debt secured hereby, and the full amount of any deficiency therein that may be established by the foreclosure sale of the land herein described, without defense or set-off on account of the alleged fair worth of said land.

13. As further security for the payment of the note and all installments thereof, and for the performance of all the terms of said note and all the conditions and covenants of this deed of trust, the first party hereby assigns, sets over and transfers to third party, its successors or assigns, all of the rents and income of said premises herein conveyed for each and every year that any installment or installments of the said note or any advances may be unpaid together with all rights and remedies for enforcing collection of the same; and upon commencing foreclosure proceedings by suit or otherwise or at any time thereafter, third party, its successors or assigns, shall be entitled to have a receiver appointed to take charge of the said premises herein conveyed, together with all the rents, profits, crops and proceeds arising therefrom during such litigation, and to hold the same subject to the order and direction of the Court.

14. First party shall hold and enjoy the said premises until default is made in the payment of the installments as provided in said note or a breach of any of the conditions and covenants of this deed of trust, and after sale by the Trustee as herein authorized first party shall immediately and forthwith surrender possession to the purchaser at the sale. Any agent or representative of third party, its successors or assigns, may enter upon said premises at any time for the purpose of inspecting same or for any other purpose desired by third party.

15. First party agrees that if second party or his successor(s) shall die, resign, become mentally or physically incompetent or otherwise disqualified, refuse to act, or if a new trustee is desired by third party or by the holder of the note secured hereby, third party, or the holder of the note secured hereby, shall have the right, by a paper writing duly executed and registered, to name and appoint another trustee in the place and stead of the trustee herein named and appointed, or any succeeding trustee, which trustee(s) so named and appointed shall have all the duties, rights, powers and privileges of the original trustee, and the expense of such paper writing and registration shall be paid by first party immediately upon demand, and if not so paid same may be advanced by third party and shall become a part of the indebtedness secured hereby and bear interest at the rate stated herein. Any officer, employee or agent of third party may serve as original and/or substituted trustee.

16. Any waiver by third party of any condition, stipulation or covenant of this instrument, or of any violation thereof, shall not be construed as a waiver of any similar or other right, act or omission, at any subsequent time. Where by the terms and conditions of this instrument or of the note secured hereby, a day or a time is fixed for the payment of any money or for the performance of any obligation or agreement, the time stated enters into the consideration and is of the essence of the entire contract. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently. All obligations, covenants and agreements, of first party herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of first party; and all rights, powers, privileges and remedies herein conferred upon and given to third party shall extend to and may be exercised and enjoyed by the successors or assigns of third party, and by any agent, officer, attorney or representative of third party, its successors or assigns. Wherever the context so admits or requires the singular number where used throughout this instrument shall also include the plural and the plural shall include the singular and the masculine shall include the feminine. In the event of any error or omission in this deed or the note which it secures, first party shall promptly on request of third party, execute a new note and deed to correct such error or omission, which new note or deed shall bear the date of this instrument.

IN WITNESS WHEREOF, first party has hereunto set his or her hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Leona M. Breeder

Fleming S. Walker (Seal)

Victoria Annie Walker (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)



STATE OF NORTH CAROLINA,

County of \_\_\_\_\_

ACKNOWLEDGMENT

I, Leona M. Breeden  
acknowledgments of deeds in North Carolina, do hereby certify that

, being duly authorized to take

Fleming E. Walker & wife, Victoria Marie Walker

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23d day of December, 1963

My commission expires:

9-24-65 Seal

Leona M. Breeden  
Signature of Officer

Notary Public  
Title of Officer

STATE OF NORTH CAROLINA,

County of Harnett

The foregoing certificate of Leona M. Breeden  
of said County is adjudged to be correct. Let the said deed and certificate be registered.

of said County is adjudged to

Witness my hand and official seal, this the 23 day of Dec, 1963.

Elizabeth J. Matthews  
Clerk, Superior Court

THIS INSTRUMENT PREPARED BY THE LEGAL DEPARTMENT OF  
THE FEDERAL LAND BANK OF COLUMBIA AT COLUMBIA, S. C.

Frank E. Brown General Counsel

Frank E. Brown  
Notary

N 243-269

STATE OF NORTH CAROLINA,

County of Harnett

AMORTIZATION DEED  
OF TRUST

Fleming E. Walker, et ux

TO  
W. O. McGibony  
TRUSTEE FOR  
THE FEDERAL LAND BANK  
OF COLUMBIA

Received for record \$5.00 at 10:00 o'clock P.M.  
on the 23 day of Dec, 1963

Recorded on the 23 day of Dec, 1963

In Book 442, Page 121

Register of Deeds for Harnett County.

Clerk's fee \_\_\_\_\_

Register's fee \_\_\_\_\_

THE FEDERAL LAND BANK  
OF COLUMBIA

FILE IN U. S. FEDERAL DEPARTMENT, REGISTRATION, S. C. 243-269

