

HARNETT COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION, PO BOX 09, LILLINGTON, NC 893-7547
APPLICATION FOR IMPROVEMENT PERMIT

5/31/94

DATE 5-27-94

NAME J.L. Brown Bldg TELEPHONE NO. 910-892-4423

ADDRESS (current) Rt 4 Box 126, Dunn, N.C.

PROPERTY OWNER Tom Smith

SUBDIVISION NAME Twin Oaks Village LOT NO. 25
James Norris Rd

PROPERTY ADDRESS lot # 25 STATE ROAD NO. 1440

DO YOU HAVE A LEGAL DEED TO THIS PROPERTY? YES IF NO
PLEASE SHOW A PURCHASE AGREEMENT OR AUTHORIZATION OF AUTHORITY
IF NO EXPLAIN Buyer's fee check attached & Contract

DIRECTIONS Hy 210 W. turn Left. on James Norris Rd.
go 1 mile to Twin Oaks Village, turn Left into
subdivision 1st lot. on Left.

SIZE OF LOT OR TRACT .528 Ac.

- 1. Type of dwelling 1 1/2 story home Basement with plumbing No
- 2. Number of Bedrooms 3 Garage No
- 3. Dishwasher yes
- 4. Garbage Disposal No

WATER SUPPLY - PRIVATE WELL COMMUNITY SYSTEM COUNTY

A plot plan must be attached to this application showing: 1) Setting of dwelling, 2) Desired placement of septic tank system and 3) well placement.

Place stakes at the exact location of dwelling and at each corner of lot.

An on site inspection must be made, which consists of a soil evaluation.

A zoning permit must be obtained from the Planning Department before an improvement permit can be issued by this department.

This certifies that all the above information is correct to the best of my knowledge and any false information will result in the denial of permit. Once the permit is issued, the permit is good for a period of 5 years. The permit is subject to revocation if site plans or the intended use change.

Signature of Owner J.L. Brown
Revised (3-93) or Authorized Agent ONLY.

County of Harnett

DEPARTMENT OF PLANNING ZONING PERMIT

No 2975

Date 27 MAY 54

Owner J.L. Brown BLDs INC.

Address: RT 4 Box 126 Dunn NC 28334

Zoning District: RA-30

Use Classification: SFR (3 BED)

Permit Number: _____

Provided the person accepting this permit shall in every respect conform to the terms of the application on file in the Zoning Administrator's office and to the provisions of the Statutes and Ordinances regulating development in Harnett County. Any VIOLATION of the terms above stated immediately REVOKES this PERMIT.

NOTICE: This structure is not to be occupied until a CERTIFICATE OF OCCUPANCY is issued by the Building Official.

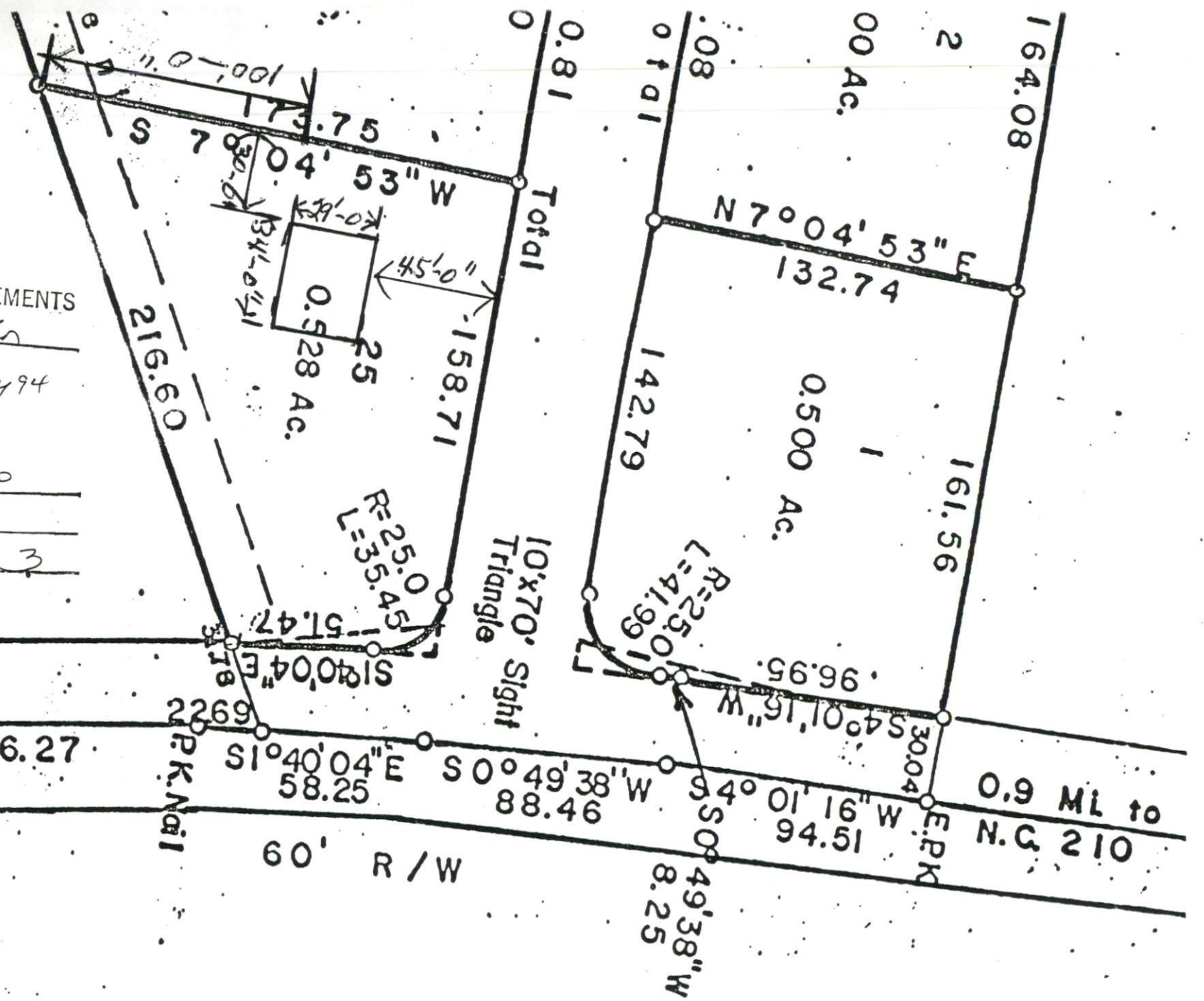
PERMIT EXPIRES SIX MONTHS FROM DATE OF ISSUANCE.

PLANNING DEPARTMENT
893-7525

THESE PLANS
MEET THE
ZONING REQUIREMENTS

T. Taylor
ZONING ADMIN.
27 MAY 94

ZONING
DISTRICT RA-30
USE SFR
OF BEDROOMS 3



E 256.27
440

0.9 MI to
N.C. 210

OFFER TO PURCHASE AND CONTRACT

J. L. Brown Builders, Inc., as Buyer,
hereby offers to purchase and Thomas Smith and Billy B. Surles, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of _____, County of Harnett, State of North Carolina, being known as and more particularly described as:
Street Address Twin Oaks Drive Zip _____
Legal Description Lot 25, Twin Oak Estates

2. **PERSONAL PROPERTY:** None

3. **PURCHASE PRICE:** The purchase price is \$ 13,000.00 and shall be paid as follows:
(a) \$ 1,000.00 in earnest money paid by check (cash; bank, certified, or personal check) with the delivery of this contract, to be held in escrow by Henry M. Pleasant, Attorney, as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;
(b) \$ N/A by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;
(c) \$ N/A by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of _____% per annum payable as follows: _____
Prepayment restrictions and/or penalties, if any, shall be: _____
Assumption or transfer rights, if any, shall be: _____
(d) \$ 12,000.00 the balance of the purchase price in cash at closing.

4. **CONDITIONS:** (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)

(a) The Buyer must be able to obtain a firm commitment on or before _____, effective through the date of closing, for a _____ loan in the principal amount of \$ _____ for a term of _____ year(s), at an interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: _____
(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed _____% per annum fixed (or describe type of loan) _____, with mortgage loan assumption and/or discount points not to exceed _____% of the loan balance. (See Standard Provision No. 2). If such assumption requires the lender's approval, approval must be granted on or before _____. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, those costs are as follows: _____
(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for _____ purposes.

5. **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: _____ (Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. **OTHER PROVISIONS AND CONDITIONS:**
(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: (If none are to be deleted, state "None".) _____

Subject to lot perking and being suitable for septic system

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before June 25, 1994, at a place designated by Buyers.
The deed is to be made to J. L. Brown Builders, Inc.

8. **POSSESSION:** Possession shall be delivered at closing.
In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of \$ _____ per day from

until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;

(b) \$ N/A, by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;

(c) \$ N/A, by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of _____ % per annum payable as follows: _____

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9. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in _____ counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer: May 25, 1994

Date of Acceptance: May 25, 1994

Buyer Johnny & Brown, President (SEAL)

Seller Thomas F. Smith (SEAL)

Buyer _____ (SEAL)

Seller Billy Ender (SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date _____ Firm _____

By: Way M. Pleasant, Attorney