

Relatum.
10-14-98
AT to
unread out

Call to be pre
going out there
locked fence
436-0701

HARNETT COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION, PO BOX 09, LILLINGTON, NC 27546
APPLICATION FOR REPAIR

482
copy#
8/2/98

DATE Aug 14 98
(Sid) 436-0701

NAME James R. Clark TELEPHONE NO. 436-0701
ADDRESS (current) 128 Azalea Dr. Spring Lake NC 28390
PROPERTY OWNER James & Connie Clark
SUBDIVISION NAME _____ LOT NO. _____
STATE ROAD NAME Roy Rd. STATE ROAD NO. _____

Need
P/L
marked
Mark
under
seal
with
lines

LOCATION OF PROPERTY:

SIZE OF LOT OR TRACT _____
DIRECTIONS take two ten to Spring Lake
make a Right at the First Light
Drive 4 mile to Azalea Dr. Six house on left

Type of dwelling _____ Basement with plumbing no
Number of bedrooms 3 Garage yes
Dishwasher yes 1 Garbage disposal Pick up.

WATER SUPPLY: PRIVATE WELL _____ COMMUNITY SYSTEM X COUNTY _____

- 1) A surveyed and recorded map must be attached to this application along with a site plan showing: 1) Location of dwelling, 2) Location of driveway, 3) Location of any wells and other existing structures. A copy of the deed must also be attached.
- 2) The outlet end of the tank and distribution box will need to be uncovered and property lines marked. After the tank is uncovered and property lines are marked, you will need to call us at 893-7547 or 893-7548 and let us know that it is ready.
- 3) The system must be repaired in the set time of violation letter or if there is no violation letter, then it needs to be repaired within 30 days.

This certifies 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 change.

Signature of Owner or
Authorized Agent ONLY _____

Homeowner Interview Form

Name: James Clark Date: Aug 14, 88

Address: 128 Azalea Dr. Phone: (H) (910) 436-0701
Spring Lake NC. (W) none
28370

Installer of System: _____
Septic Tank Pumper: _____
Designer of System: _____

1. Number of people who live in the house: 5
How many adults: 2 How many children: 3
2. What is your average daily water usage? _____
3. Do you have a garbage disposal? no
How often do you use it? _____
4. When was the septic tank last pumped? one year ago
How often do you have it pumped? ever two years
5. Do you have a dishwashing machine? yes
How often do you use it? once a day
6. Do you have a clothes washing machine? yes
How often do you use it? twice a week
7. Do you have a water softener or water treatment system? no
Where does it drain? _____
8. Do you use an "in the tank" toilet bowl sanitizer? yes
9. Is any family member using a (long term) prescription drug, antibiotics or chemotherapy? no
What kinds? _____

10. Are any household chemicals put down the drain? no

What kinds? Bleach & comil.

11. Are any chemicals (paints, thinners, etc.) disposed down the drain? no

What kinds? 1

12. Have any new water using fixtures been added since the system was installed? yes

What kinds? Sink & ~~toilet~~ Fixers.

List plumbing fixtures (like spas, whirlpools) other than sinks, lavatories, bath/showers and toilets: no.

13. Do you have an underground lawn-watering system? no

14. Has any site work been done to the house since you moved in, such as underground roof gutter drains, basement/foundation drains, landscaping, etc.? no

What kinds? no

15. Are there any underground utilities on your lot? yes
Check which types:

Power X Phone X Cable X Gas no Water X

16. Describe what happens when you have a problem with your septic tank system.

I come up from ground.

When did you first notice the problem? three months ago

Does the problem seem to be linked to a specific event (washing clothes, heavy rains, company coming over, etc.)?

heavy rains & washing clothes

DEED OF TRUST

THIS INDENTURE, made and entered into this 10th day of May, 1989, by and between

JAMES R. CLARK and wife, CONNIE L. CLARK

, party of the first part (whether one or more persons), and Michael L. Padalino, Trustee(s), party of the second part, and AMSOUTH MORTGAGE COMPANY, INC., a DELAWARE CORPORATION, a corporation organized and existing under the laws

of DELAWARE, party of the third part,

WITNESSETH, that whereas the party of the first part is indebted to the party of the third part in the principal sum of THIRTY NINE THOUSAND EIGHT HUNDRED NINETY AND NO/100 - Dollars (\$ 39,890.00), as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date, at the rate of ten and one half per centum (10.5%) per annum on the unpaid balance until paid, principal and interest being payable at the office of AMSOUTH MORTGAGE COMPANY, INC. P.O. Box 847, in BIRMINGHAM, ALABAMA 35201, or at such other place as the holder may designate in writing delivered or mailed to the party of the first part, in monthly installments of THREE HUNDRED SIXTY FOUR AND 89/100 - - - - - Dollars (\$ 364.89), commencing on the first day of July, 1989, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2019.

Now, THEREFORE, in consideration of the aforesaid indebtedness and the sum of One Dollar (\$1) cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part has bargained, sold, given, granted, assigned, and conveyed and does by these presents bargain, sell, give, grant, assign, and convey to the party of the second part, his successors and assigns, all that certain lot or parcel of land situated in the Township of Anderson Creek, county of Harnett, State of North Carolina, and more particularly designated and described as follows:

BEING all of Lot 6, ROLLING SPRINGS, Section I, according to a plat of same duly recorded in Book of plats 16, page 52, Harnett County Registry, North Carolina.

The mortgagor covenants and agrees that so long as this Mortgage and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, whichever is applicable, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon violation of this covenant, the noteholder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable. Mortgagor further covenants and agrees that should this security instrument or note secured hereby be determined ineligible for Guaranty under the Servicemen's Readjustment Act within Ninety (90) days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility) the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

This loan is immediately due and payable on transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of such loan is established pursuant to section 17A of chapter 37, title 38, United States Code.

A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the ~~benefit~~ of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b). Upon application for approval to all assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans' Administration for a loan to which section 1817A of chapter 37, Title 38, United States Code applies.

Initials

If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

To HAVE AND TO HOLD the same, with all the rights, privileges and appurtenances thereunto belonging, to the party of the second part, his successors and assigns, forever. The party of the first part covenants with the party of the second part that he is seized of the premises in fee (or such other estate, if any, as is stated herein before) and has the right to convey the same; that the same are free and clear of all encumbrances except as herein before otherwise recited and that he will warrant and forever defend the premises as herein conveyed unto the party of the second part from and against the lawful claims of all persons whomsoever.

IN TRUST, HOWEVER, For the uses and purposes following:

If the party of the first part shall well and truly perform all the terms and conditions of this Deed of Trust and of the note secured hereby, then this conveyance shall be null and void, and shall be properly canceled of record. If, however, there shall be a default in any of the terms or conditions of this Deed of Trust, or under the note secured hereby, or if the aggregate monthly payment is not paid in full prior to the due date of the next such monthly payment, then all sums owing by the party of the first part to the party of the third part under this Deed of Trust or under the note secured hereby shall immediately become due and payable at the option of the party of the third part; and, on the application of the party of the third part, it shall be lawful for and the duty of the party of the second part, and he is authorized and empowered, to sell the lands and premises hereinbefore described at public auction to the highest bidder for cash at the usual and customary place for such sales at the courthouse in Harnett County, after first giving notice of the time, place, and terms of such sale by posting the same at the courthouse door, and after due advertisement as provided by law in the State of North Carolina for sales of real estate under mortgages or deeds of trust; and upon such sale the party of the second part shall collect the purchase money and convey title to the purchaser in fee simple or such other estate as is conveyed hereby; and after retaining one per centum (1%) of the proceeds of such sale as compensation for the making thereof and for all services performed, and after retaining also all expenses incurred, including reasonable attorney's fees, for legal services actually performed, the party of the second part shall apply so much of the residue as may be necessary to pay off the debt secured hereby, including accrued interest thereon, as well as any other sums owing to the party of the third part by the party of the first part pursuant to this instrument and thereafter shall apply so much of the remaining proceeds as may be necessary to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and he shall pay the surplus, if any, to the party of the first part. The party of the first part agrees that in the event of a sale hereunder the party of the third part shall have the right to bid thereat. The party of the third part, its successors or assigns, shall have the right to remove the said Trustee and appoint his successor by an instrument in writing, duly acknowledged or proved so as to entitle the same to record in this State, and the new Trustee shall thereupon become successor to the title of the said property and the same shall become vested in him in trust for the purposes and uses of these presents, with all the powers, duties and obligations herein conferred on the party of the second part in the same manner and to the same effect as though he were named herein as Trustee.

The party of the first part does hereby covenant and agree as follows:

1. He will pay the indebtedness as hereinbefore provided. Privilege is reserved to prepay at any time without premiums or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the party of the third part, as trustee (under the terms of this trust as hereinafter stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the party of the third part, and of which the party of the first part is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by party of the third part in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(1) ground rents, taxes, special assessments, fire and other hazard insurance premiums:

rents, taxes and assessments or insurance premiums, as the case may be, success shall be credited on subsequent payments to be made by the party of the first part for such items; at the option of the party of the third part as trustee, shall be refunded to the party of the first part. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the party of the third part as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from the party of the third part stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the party of the third part, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the party of the third part, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the property is otherwise acquired after default, the party of the third part, as trustee, shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. He will continuously maintain hazard insurance, of such type or types and amounts as the party of the third part may from time to time require, on the buildings and improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies, approved by the party of the third part, and the policies and renewals thereof shall be held by the party of the third part and have attached thereto loss payable clauses in favor of and in form acceptable to the party of the third part. In event of loss he will give immediate notice by mail to the party of the third part, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the party of the third part instead of to the party of the first part and the party of the third part jointly, and the insurance proceeds, or any part thereof, may be applied by the party of the third part at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, will promptly deliver the official receipts therefor to the party of the third part, and in default thereof the party of the third part shall have the right to pay the same. The party of the third part shall also have the right to make any payment which the party of the first part should have made, and the party of the third part may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as all costs paid by the party of the third part pursuant to this instrument, shall be secured hereby and shall bear interest at the rate provided for in the principal indebtedness.

6. Upon the request of the party of the third part, the party of the first part shall execute and deliver a supplemental note or notes for the sum or sums advanced by the party of the third part for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will keep the said premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste.

8. That if there be a sale of the premises herein conveyed, as provided above, the party of the first part shall become tenant at will of the purchaser and shall be entitled to possession for only ten (10) days after the date of delivery of the deed to the purchaser; and after such period the party of the first part does hereby release and relinquish all right, title and interest in and to said premises, or the possession thereof, and assigns to the purchaser all the rents or profits accruing therefrom, together with the right to collect the same.

9. If any of the proceeds of the loan made by the party of the third part to the party of the first part, the repayment of which is secured hereby, or if any money paid or advanced by the party of the third part, be used directly or indirectly to pay off, discharge or satisfy in whole or in part any prior lien or encumbrance upon the premises above described, or any part thereof, then the party of the third part shall be subrogated to any additional security held by the holder of such lien or encumbrance.

10. No sale of the premises described above and no forbearance on the part of the party of the third part and no extension of the time for the payment of the debts secured hereby given by the party of the third part shall operate to release, discharge, modify, change or affect the original liability of the party of the first part herein, either in whole or in part, nor shall the full force and effect of the lien of this instrument be altered thereby.

11. If foreclosure proceedings are instituted under this Deed of Trust, the party of the second part is authorized to take possession of the premises above described, and collect any rental, accrued or to accrue; or he may let the premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the order of the court for the benefit of the party of the third part, pending the final decree in the foreclosure proceeding, and during any period allowed by law for the redemption from any sale ordered in such proceeding; and the party of the second part may act irrespective of the value of the property described on its return.

STATE OF NORTH CAROLINA,
COUNTY OF CUMBERLAND } ss:

I, Cynthia Kuhn, a Notary Public in and for the county and state aforesaid, do hereby certify that James R. Clark and wife, Connie L. Clark personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal the 10th day of May, 1989.

My commission expires 10-27-93
Notary Public.

STATE OF NORTH CAROLINA,
COUNTY OF } ss:

The foregoing certificate of _____, a Notary Public of the County of _____, duly authenticated by his Notarial Seal thereto attached, is certified to be correct. Let the instrument and the certificates be registered.

This _____ day of _____, 19 _____.

Registrar of Deeds
County, N. C.

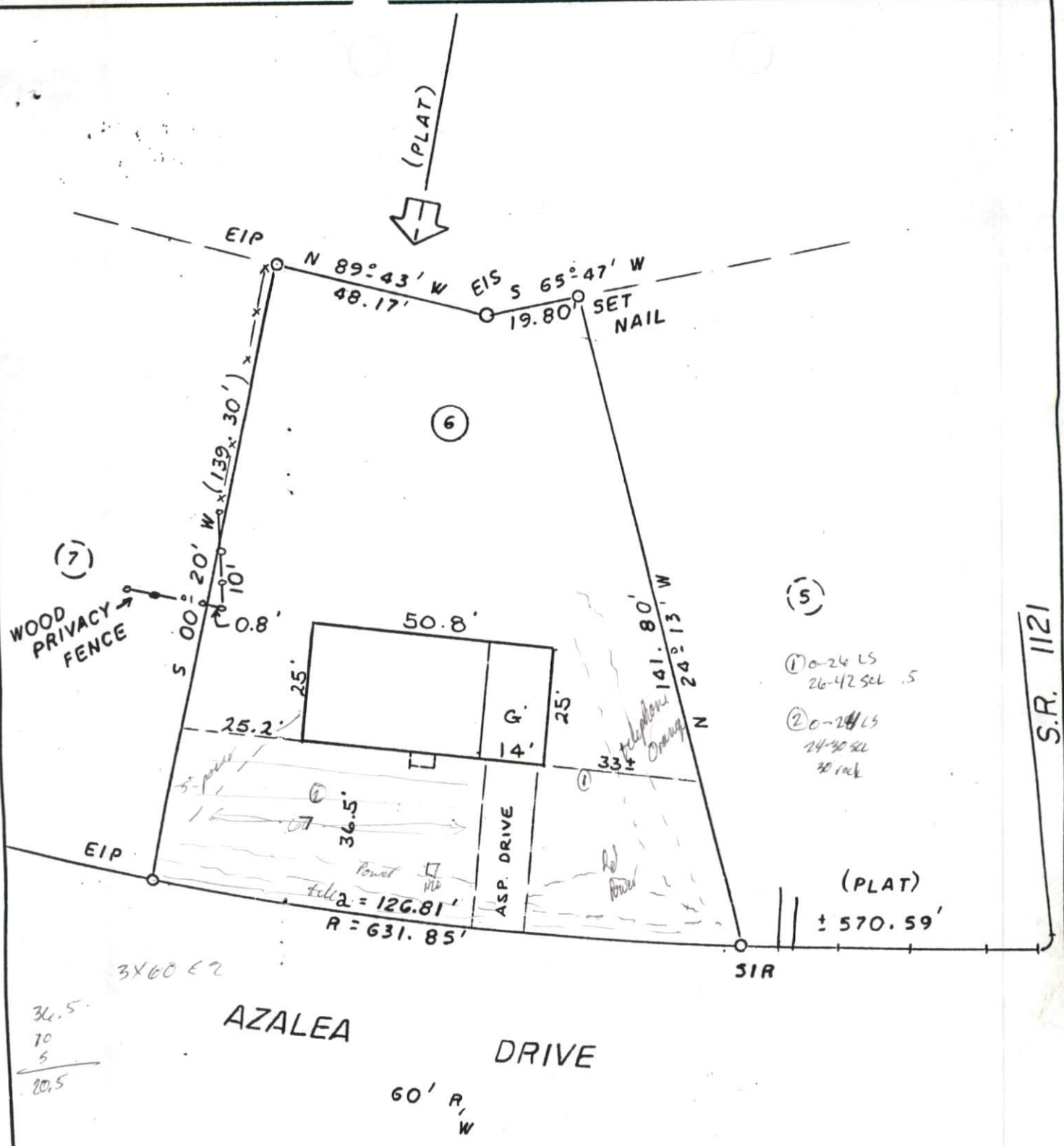
STATE OF NORTH CAROLINA

Deed of Trust

TO

Registration in
Registry this _____, 19 _____, at _____
o'clock .M. Recorded in _____
at page _____ this
day of _____, 19 _____
Verified and properly indexed same date.

Registrar of Deeds,
County, N. C.



OWNER: JAMES ROBERT CLARK DEED BK. _____ PG. _____
 WIFE: CONNIE LYNN CLARK PLAT BK. 16 PG. 52
 SUBDIVISION: SECTION ONE ROLLING SPRINGS TOWNSHIP: ANDERSON CREEK
 SPRING LAKE HARNETT COUNTY NORTH CAROLINA
 SCALE: 1" = 30'
 HOUSE NO. 6520 NOTEBOOK NO. _____
 DATE: MAY 2, 1989

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND FOUND THAT THE ABOVE DESCRIBED IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

NORTH CAROLINA
 CUMBERLAND COUNTY