

HEALTH COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
APPLICATION FOR IMPROVEMENT PERMIT

CON. 2/26/96
JW

Date 11-18-94

NAME Robert Dale Lawrence TELEPHONE NO. 775-4261 ^{Answer}
775-5563

MAILING ADDRESS (CURRENT) 5908 Center Church Rd., Sanford, N.C. 27330

PROPERTY OWNER Robert Dale Lawrence

SUBDIVISION NAME ~~Robert Dale Lawrence~~ Marie H. Lawrence LOT NO. 1201

PROPERTY ADDRESS Rt. 2 Carreron Box 256 N.C. STATE RD. NO. Johnsonville School

DO YOU HAVE A LEGAL DEED TO THIS PROPERTY? YES ☒ NO ☐

IF NO EXPLAIN _____

DIRECTIONS Across from Johnsonville School Rd. on Condor Rd.

^{at} front of school - last house on the left ^{stop sign} - property on the left

SIZE OF LOT OR TRACT 5.19 Ac. ^{last}

1. Type of dwelling Modular Home Basement with plumbing NO
2. Number of Bedrooms 3 Garage Yes (2 Car)
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 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 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 Robert Dale Lawrence

REVISED (9-94)

Needs to have Private consultant work
done 1st - dividing property

Handwritten signature

11/9/93

Date

N/F
Cameron

N/F
Cameron

519.91'

N04°12'33"E

c/c

508.32'

N05°10'01"E

533.27'04"W

124.94'

5.87'

Area
5.19 Acres
(by computer to 2)

Handwritten signature
Cameron

736.40'

533.49'41"W

Grace McDougald
Cameron

Marie
48
(507)

Ponc
5841

Marie H. Lawrence
483/101

REVENUE \$24.00 Parcel Identifier No. 09-9566-0202
BOOK #00001075 County on the day of , 19
PAGE #00000606
TRUST \$14.00 NO TITLE EXAMINATION REQUESTED OR PROVIDED.
CHK MD \$48.00 ing to JOHNSON AND JOHNSON, P. A., Attorneys at Law, 31 East Harnett Street,
Post Office Box 69, Lillington, North Carolina 27546
This instrument was prepared by W. Glenn Johnson, Attorney at Law, Lillington, NC 27546
Brief description for the Index 5.19 acres - Johnsonville T.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 28th day of October, 1994, by and between

GRANTOR

MARIE H. LAWRENCE, Widow

Route 2, Box 256
Cameron, NC 28326

GRANTEE

ROBERT DALE LAWRENCE and wife,
ANN BASS LAWRENCE

5908 Center Church Road
Sanford, North Carolina 27330

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

BEGINNING at a railroad spike in the centerline of the 60 foot right of way of Ponderosa Road (S.R. 1201), said beginning point being South 35° 27' 04" West 124.94 ft. from the point where said centerline is intersected by the centerline of Johnsonville School Road (S. R. 1202), and runs thence as a dividing line with the property of Grace McDougald Cameron North 05° 10' 01" East 508.32 ft. to an existing iron pipe; thence continuing as a dividing line with property owned now or formerly by Cameron North 04° 12' 33" East 519.91 ft. to an existing iron pipe; thence as another dividing line with the property owned now or formerly by Cameron South 52° 09' 34" East 531.30 ft. to a railroad spike in the centerline of Ponderosa Road (S.R. 1201); thence along and with the centerline of Ponderosa Road (S.R. 1201) South 35° 49' 41" West 736.40 ft. to the railroad spike located at the intersection of the centerlines of Ponderosa Road (S.R. 1201) and Johnsonville School Road (S.R. 1202); thence continuing as the centerline of Ponderosa Road (S.R. 1201) South 35° 27' 04" West 124.94 ft. to the point and place of beginning, and being a parcel containing 5.19 acres, more or less.

TRANSFER RECORDED IN THE
OF TY

ON parcel ID # 09-9566-0202

BY (Signature)

TO HAVE AND TO HOLD the above _____ 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 except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

HARNETT COUNTY, N. C. 3:29 PM
FILED DATE 11-18-94 TIME
BOOK 1075 PAGE 604-605
REGISTER OF DEEDS
WAYLE P. HOLDER

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

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

USE BLACK INK ONLY

Marie H. Lawrence (SEAL)
Marie H. Lawrence, Widow

(SEAL)

(SEAL)

(SEAL)



NORTH CAROLINA, _____ HARNETT _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____
Marie H. Lawrence, Widow _____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of November, 1994.

My commission expires: 8/18/96 *Elaine McNeill Brown* Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged that _____ he is _____ Secretary of _____

_____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____
Elaine McNeill Brown, a Notary Public of Harnett County, NC

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.

Wayle P. Holder
Kathy Coleman
By _____ REGISTER OF DEEDS FOR HARNETT COUNTY
Deputy/Assistant - Register of Deeds

by _____

Mail after recording to JOHNSON AND JOHNSON, P.A., Attorneys at Law, 31 East Harnett Street,
Post Office Box 69, Lillington, North Carolina 27546

This instrument prepared by W. Glenn Johnson, Attorney at Law, Lillington, NC 27546

Brief Description for the index 5.19 acres - Johnsonville T.

NORTH CAROLINA DEED OF TRUST

HIS DEED of TRUST made this 28th day of October, 19 94, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
ROBERT DALE LAWRENCE and wife, ANN BASS LAWRENCE	W. GLENN JOHNSON	MARIE H. LAWRENCE, Widow
5908 Center Church Road Sanford, NC 27330	P. O. Box 69 Lillington, NC 27546	Route 2, Box 256 Cameron, NC 28326

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary 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 whereas the Grantor is indebted to the Beneficiary in the principal sum of TWELVE THOUSAND AND NO/100-----

----- Dollars (\$ -12,000.00), evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is November 1, 2004

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of _____, Johnsonville Township, Harnett County, North Carolina, (the "Premises") and more particularly described as follows:

BEGINNING at a railroad spike in the centerline of the 60 foot right of way of Ponderosa Road (S.R. 1201), said beginning point being South 35° 27' 04" West 124.94 ft. from the point where said centerline is intersected by the centerline of Johnsonville School Road (S. R. 1202), and runs thence as a dividing line with the property of Grace McDougald Cameron North 05° 10' 01" East 508.32 ft. to an existing iron pipe; thence continuing as a dividing line with property owned now or formerly by Cameron North 04° 12' 33" East 519.91 ft. to an existing iron pipe; thence as another dividing line with the property owned now or formerly by Cameron South 52° 09' 34" East 531.30 ft. to a railroad spike in the centerline of Ponderosa Road (S.R. 1201); thence along and with the centerline of Ponderosa Road (S.R. 1201) South 35° 49' 41" West 736.40 ft. to the railroad spike located at the intersection of the centerlines of Ponderosa Road (S.R. 1201) and Johnsonville School Road (S.R. 1202); thence continuing as the centerline of Ponderosa Road (S.R. 1201) South 35° 27' 04" West 124.94 ft. to the point and place of beginning, and being a parcel containing 5.19 acres, more or less.

This is a purchase money instrument.

4. PARTIAL RELEASE. Grantor must strictly comply with the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note. Grantor shall remain liable for the payment of the Note, this Deed of Trust, and any other instrument that may be securing said Note, and shall remain liable for the payment of the Note, this Deed of Trust, and any other instrument that may be securing said Note, and shall remain liable for the payment of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. WASTE. The Grantor covenants that he will keep the Premises in good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit any waste.

6. CONDEMNATION. In the event that any or all of the Premises are taken under the power of eminent domain, Grantor shall give written notice to Beneficiary and Beneficiary shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he 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 he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law (other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes the owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises), without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the sale of the Premises and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute a default under this Deed of Trust.

15. OTHER TERMS.

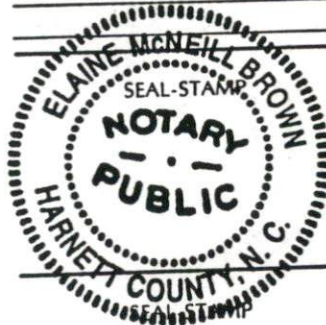
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____
President

ATTEST:

Secretary (Corporate Seal)



NORTH CAROLINA, _____ HARNETT _____ County.

I, a Notary Public of the County and state aforesaid, certify that _____ Grant
_____ ROBERT DALE LAWRENCE and wife, ANN BASS LAWRENCE
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and
official stamp or seal, this 18th day of November 1994
My Commission expires: 8/18/96 Elaine McNeill Brown Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and state aforesaid, certify that _____
personally appeared before me this day and acknowledged that _____ he is _____ Secretary
_____ a North Carolina corporation, and that by authority of _____
given and as an act of the corporation, the foregoing instrument was signed in its name by its _____
President, sealed with its corporate seal and attested by _____ as its _____ Secretary
Witness my hand and official stamp or seal, this _____ day of _____, 19 _____.
My Commission expires: _____ Notary Public

The foregoing Certificate(s) of Elaine McNeill Brown, a Notary Public of Harnett County, NC

is 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.

By: _____ REGISTER OF DEEDS FOR HARNETT COUNTY
Deputy/Assistant Register of Deeds.

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional advances may be advanced by the holder hereof as provided in the instruments, if any, securing this and advances will be added to the principal of No will accrue interest at the above specified rate of interest from the date of advance until payment in full. Principal and interest shall be due and payable on or before the date specified.

ONE HUNDRED DOLLARS (\$100.00) on or before December 1, 1994, and ONE HUNDRED DOLLARS (\$100.00) on or before the 1st day of each and every month thereafter until paid in full, for a total of one hundred twenty (120) consecutive months.

This is a purchase money note.

If not sooner paid, the entire remaining indebtedness shall be due and payable on November 1, 2004.

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest

at the rate of NO INTEREST per cent (%) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given for purchase price of property, and is secured by a

deed of trust of even date to W. Glenn Johnson, Trustee for Marie H. Lawrence

which is a first lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____ President, attested by its

_____, Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

Robert Dale Lawrence (SEAL)
ROBERT DALE LAWRENCE

Ann Bass Lawrence (SEAL)
ANN BASS LAWRENCE

USE BLACK INK ONLY

_____, (SEAL)

_____, (SEAL)

_____, (SEAL)

_____, (SEAL)

_____, (SEAL)

