

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER:			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME AND ADDRESS OF BORROWER: Eunice Bucur Samuel Bucur 758 Moores Chapel Rd and 0 Moores Chapel Rd Lillington, NC 27546	E. NAME AND ADDRESS OF SELLER: Larry G. Happ, Jr. Sue Happ	F. NAME AND ADDRESS OF LENDER:
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G. PROPERTY LOCATION: 758 Moores Chapel Rd and 0 Moores Chapel Rd Lillington, NC 27546	H. SETTLEMENT AGENT: M. Andrew Lucas PLACE OF SETTLEMENT 1410 Elm Street Sanford, NC 27330	I. SETTLEMENT DATE: November 8, 2018
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J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	35,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	842.85
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes 11/08/18 to 01/01/19	25.30
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	35,868.15
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Seller Financed Loan	10,000.00
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	10,000.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	35,868.15
302. Less Amount Paid By/For Borrower (Line 220)	(10,000.00)
303. CASH (X FROM) (TO) BORROWER	25,868.15

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	35,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	35,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	420.00
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507.	
508. Seller Financed Loan	10,000.00
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/18 to 11/08/18	148.96
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	10,568.96
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	35,000.00
602. Less Reductions Due Seller (Line 520)	(10,568.96)
603. CASH (X TO) (FROM) SELLER	24,431.04

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower
 Eunice Bucur
 Samuel Bucur

Seller
 Larry G. Happ, Jr.
 Sue Happ

L. SETTLEMENT CHARGES										PAID FROM	PAID FROM
700. TOTAL COMMISSION Based on Price										BORROWER'S	SELLER'S
Division of Commission (line 700) as Follows:										FUNDS AT	FUNDS AT
701. \$ to										SETTLEMENT	SETTLEMENT
702. \$ to											
703. Commission Paid at Settlement											
704. to											
800. ITEMS PAYABLE IN CONNECTION WITH LOAN											
801.	Loan Origination Fee	%	to								
802.	Loan Discount	%	to								
803.	Appraisal Fee		to								
804.	Credit Report		to								
805.	Lender's Inspection Fee		to								
806.	Mortgage Ins. App. Fee		to								
807.	Assumption Fee		to								
808.											
809.											
810.											
811.											
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE											
901.	Interest From	to	@	\$	/day	(days)	%		
902.	MIP Totlns. for LifeOfLoan	for	months	to							
903.	Hazard Insurance Premium for	years	to								
904.											
905.											
1000. RESERVES DEPOSITED WITH LENDER											
1001.	Hazard Insurance	months	@	\$	per	month					
1002.	Mortgage Insurance	months	@	\$	per	month					
1003.	City/Town Taxes	months	@	\$	per	month					
1004.	County Taxes	months	@	\$	per	month					
1005.	Assessments	months	@	\$	per	month					
1006.		months	@	\$	per	month					
1007.		months	@	\$	per	month					
1008.		months	@	\$	per	month					
1100. TITLE CHARGES											
1101.	Settlement or Closing Fee	to	M. Andrew Lucas							650.00	350.00
1102.	Abstract or Title Search	to									
1103.	Title Examination	to									
1104.	Title Insurance Binder	to	Tryon Title							102.85	
1105.	Document Preparation	to									
1106.	Notary Fees	to									
1107.	Attorney's Fees	to									
	(includes above item numbers:)								
1108.	Title Insurance	to									
	(includes above item numbers:)								
1109.	Lender's Coverage	\$									
1110.	Owner's Coverage	\$									
1111.											
1112.											
1113.											
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES											
1201.	Recording Fees: Deed \$	26.00;	Mortgage \$	64.00;	Releases \$					90.00	
1202.	City/County Tax/Stamps: Deed										
1203.	State Tax/Stamps: Deed										70.00
1204.											
1205.											
1300. ADDITIONAL SETTLEMENT CHARGES											
1301.	Survey	to									
1302.	Pest Inspection	to									
1303.											
1304.											
1305.											
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)										842.85	420.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


M. Andrew Lucas
Settlement Agent

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: Larry G. Happ Jr. and Sue Happ

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: 758 Moores Chapel Road, Lillington, NC 27546

(Insert street address or brief description and/or attach a description as Exhibit A. Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** Any person or entity, as defined in NCGS Chapter 44A, Article 2, who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Owner includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Owner's successors in interest and agents of the Owner acting within their authority.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. **Certifications:** Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed.

2. **Reliance and Indemnification:** This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. **NCLTA Copyright and Entire Agreement:** This Agreement and any attachments hereto represent the entire agreement between the Owner and the Company, and no prior or contemporaneous agreement or understanding inconsistent herewith (whether oral or written) pertaining to such matters is effective.

THIS IS A COPYRIGHT FORM and any variances in the form provisions hereof must be specifically stated in the blank below and agreed to in writing by the Company.

No modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and approved by the Company.

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE		
EXECUTION BY OWNER		
<p align="right">(SEAL)</p> <p>By: <u><i>Larry G. Happ Jr.</i></u> Printed or Typed Name/Title: <u>Larry G. Happ Jr.</u></p> <p>By: <u><i>Sue Happ</i></u> Printed or Typed Name/Title: <u>Sue Happ</u></p>	<p>State of <u>North Carolina</u> County of <u>Harnett</u></p> <p>Signed and sworn to (or affirmed) before me this day by <u>Larry G. Happ Jr. and Sue Happ</u></p> <p>_____ [insert name(s) of principal(s)].</p> <p>Date: _____</p> <p>_____; Notary Public</p> <p>My Commission Expires: _____</p>	<p>(Affix Official/Notarial Seal)</p>

Prepared by M. Andrew Lucas- mail to Grantee
NO TITLE SEARCH PERFORMED- NO TAX ADVICE
DEED PREPARATION ONLY AT REQUEST OF GRANTOR
NO SETTLEMENT SERVICES PROVIDED
Stamps: \$ _____

STATE OF NORTH CAROLINA)
COUNTY OF HARNETT)

GENERAL WARRANTY DEED

THIS DEED, made this 8 day of Nov, 2018, by and between **LARRY G. HAPP JR. and spouse SUE HAPP**, hereinafter called "GRANTOR" to **EUNICE BUCUR and spouse SAMUEL BUCUR**, 758 Moores Chapel Road, Lillington, NC 27546, hereinafter called "GRANTEE";

WITNESSETH, that the Grantor, in consideration of valuable considerations provided by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the Grantee, all of Grantor's fee simple interest in that certain lot or parcel of land situated in Upper Little River Township, Harnett County, North Carolina, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPATED HEREIN

The above property was conveyed to the Grantor by deed recorded in Book 2158, page 501, Harnett County Registry.

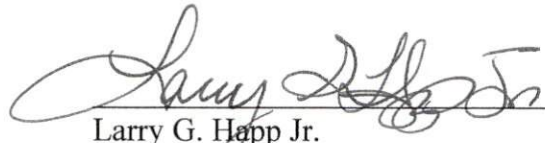
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple. Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through grantor, except for the

exceptions hereafter stated :of said premises in fee simple, has the right to convey the same in fee Title to the property hereinabove described is subject to the following exceptions:

- 1) Restrictions, easements and rights of way of record.

This is _____ is not the primary residence of the Grantor.

IN TESTIMONEY WHEREOF, the Grantor has hereunto set her hand and seal, the day and year first above written.

 _____ (SEAL)
Larry G. Happ Jr.

 _____ (SEAL)
Sue Happ

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public, do hereby certify Larry G. Happ Jr. and Sue Happ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this ___ day of _____, 2018.

My Commission expires:

Notary Public

EXHIBIT A

LYING and being in Upper Little River Township, Harnett County North Carolina, and being described as Lots 13 and 13A, on that certain map recorded in Map Book 14, Page 6 of the Harnett County Registry, North Carolina, to which book and page reference is hereby made for the purpose of incorporating the description of same in this instrument.

And being the same lands acquired by Grantor by deed dated October 18, 2005 and recorded November 10, 2005, in Deed Book 2156, at Page 76, Harnett County Registry.

See also deed recorded July 29, 2005, in Deed Book 2111, at Page 321, Harnett County Registry.

PROMISSORY NOTE

SATISFACTION: The debt evidenced
by this Note has been satisfied in full
this ____ day of _____, 20__.

Lee County, NC

Signed: _____

November ____, 2018

\$ 10,000.00

FOR VALUE RECEIVED the undersigned maker(s), jointly and severally, promise to pay to

Larry G. Happ, Jr. and Sue Happ

or order, the principal sum of **Ten Thousand and 00/100 DOLLARS** (\$10,000.00), with interest from November ____, 2018, at the fixed interest rate of Zero (0.00) **percent per annum** on the unpaid principal balance until paid or until default, both principal and interest payable in lawful money of the United States, at _____ or at such other place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this note and such advances will be added to the principal of this note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

The remaining balance of this Note (principal and accrued interest), if not already paid, shall be due and payable upon the happening of which ever following event comes first:

- (a) Fifteen days from the time in which Larry G. Happ turns possession of the building located at 758 Moore's Chapel Road, Harnett County, North Carolina over to the Makers (Eunice and Samuel Bucur).
- (b) November 8, 2019.

Until such time as the Note is paid in full, Maker shall not enter the building located at 758 Moore's Chapel Road, Harnett County, North Carolina.

Additional Provisions:

1. 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.
2. Unless otherwise provided, this note may be prepaid in part or in full at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.
3. Unless the principal and interest are repayable in one single payment, the undersigned maker(s), jointly and severally, shall pay a late charge of four percent (4%) of the unpaid portion of any payment past due for fifteen (15) days or more.
4. 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 the maker(s), 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 7.0 percent per annum after default ("Default Rate") until paid.

5. Upon default under this note or any instrument, which secures its payment, the holder of this note may employ an attorney to enforce the holder's rights and remedies under the terms of this note and any instrument, which secures its payment. Each maker, principal, surety, guarantor and endorser of this note hereby agrees to pay to the holder, jointly and severally, all reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default, including the holder's 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, which rights and remedies shall be cumulative and may be pursued singly, successively, or together against the property described in any instrument which secures the payment of this Note, including a 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. Failure to exercise any such right or remedy shall not constitute a waiver or release of such rights or remedies or the right to exercise any of them at another time.
6. Each party to this note, whether maker(s), surety, guarantor or endorser, hereby waives protest, presentment for payment, demand, 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 any instrument which secures the payment of this Note, including a 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 changes or changes and agree that the same may be made without notice or consent of any of them.
7. This note is to be governed and construed in accordance with the laws of the State of North Carolina. This note shall be the joint and several obligation of each maker.
8. This note is given in exchange for monies loaned, and is secured by a First Position Deed of Trust of even date herewith, which is a first lien upon the property therein described. The provisions of all security instruments securing this note are incorporated herein by reference

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand and seal or caused this Note to be signed and sealed in its name by a person or persons duly authorized to act on behalf of the entity, all as of the date of this Note.

INDIVIDUAL MAKER(S):


_____(SEAL)
Eunice Bucur


_____(SEAL)
Samuel Bucur

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 20__

Signed: _____

Parcel Identifier No. _____ Verified by _____ County on the ___ day of _____, 20__

By: _____

Mail/Box to: **Beneficiary:**

This instrument was prepared by: **M. Andrew Lucas, Attorney, Post Office Box 1045, Sanford, North Carolina 27331**

Brief description for the Index: **2 Tracts**

THIS DEED of TRUST made this _____ day of November, 2018, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Samuel Bucur and spouse Eunice Bucur. _____ _____	M. Andrew Lucas Post Office Box 1045 Sanford, North Carolina 27331	Larry G. Happ, Jr., and wife Sue Happ _____ _____

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 **TEN THOUSAND AND 00/100 Dollars (\$10,000.00)**, as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is **November 8, 2019**.

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 attorney fees as provided in the Promissory Note) and other valuable consideration,

the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given 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, _____ Township, **Harnett** County, North Carolina, (the "Premises") and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorney fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of **\$750.00** whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorney fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions 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 herein conveyed in as 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 or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who 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.

X 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 a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an 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 Note secured hereby 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 marshaling 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 default hereunder.

15. OTHER TERMS.

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

(Entity Name)



Eunice Bucur (SEAL)

By: _____



Samuel Bucur (SEAL)

By: _____

(SEAL)

By: _____

(SEAL)

State of North Carolina - County of _____

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

My Commission Expires: _____
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that they are the Vice-President and President of _____, Inc., a North Carolina or _____ corporation, and that by authority duly given and as the act 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 _____ day of _____, 2018.

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

Buyer: _____

SELLER'S INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
As Required by the Internal Revenue Service

The Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information on every real estate transaction. From the information you provide below, a Form 1099-S will be produced, and a copy of it will be furnished to the I.R.S. and to you no later than January 31 of the next year. If you fail to furnish adequate information (in particular, a taxpayer ID number), then you will be subject to all I.R.S. Regulations, including possible civil and criminal penalties.

SELLER NAME:

Social Security No. *2743-27-5700
Social Security No. 325 54 4004

BUSINESS NAME:

MAILING ADDRESS (As of January 31 of next year):

Sales Price \$ _____

Description of Property: _____

Closing Date: _____

The undersigned certify (ies) that the above information is correct and understands) that it will appear on a Form 1099-S that will be sent to the Internal Revenue Service and will be sent to me (or if indicated above has been received by me at closing)

* [Signature]
Sue Hagg

Date: _____