

Initial Application Date: 12-2-02

Application #01- C 50006042

COUNTY OF HARNETT LAND USE APPLICATION

Planning Department 102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-7525 Fax: (910) 893-2793

LANDOWNER: Pine Grove Dev. Address: 622 Buffalo Lake Rd.  
City: SANFORD State: NC Zip: 27332 Phone #: 498-2204

APPLICANT: \_\_\_\_\_ Address: (116 HANNAH LORI)  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

PROPERTY LOCATION: SR #: Hwy 24/27 SR Name: 24/27  
Parcel: 09-9556-0064-(out of) PIN: 9565-58-1119  
Zoning: RA20R Subdivision: Woodbridge Lot #: 34 Lot Size: .74 AC.  
Flood Plain: X Panel: 150 Watershed: NO Deed Book/Page: offer to purchase Plat Book/Page: \_\_\_\_\_

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 24-27 West - Turn Right on  
Stovall Terrace - Left on HANNAH LORI - Job on Right.

PROPOSED USE:

Sg. Family Dwelling (Size \_\_\_\_\_ x \_\_\_\_\_) # of Bedrooms \_\_\_\_\_ Basement \_\_\_\_\_ Garage \_\_\_\_\_ Deck \_\_\_\_\_  
 Multi-Family Dwelling No. Units \_\_\_\_\_ No. Bedrooms/Unit \_\_\_\_\_  
 Manufactured Home (Size 27 x 76) # of Bedrooms 3 Garage NA Deck NA

Comments: \_\_\_\_\_  
 Number of persons per household \_\_\_\_\_  
 Business Sq. Ft. Retail Space \_\_\_\_\_ Type \_\_\_\_\_  
 Industry Sq. Ft. \_\_\_\_\_ Type \_\_\_\_\_  
 Home Occupation (Size \_\_\_\_\_ x \_\_\_\_\_) # Rooms \_\_\_\_\_ Use \_\_\_\_\_  
 Accessory Building (Size \_\_\_\_\_ x \_\_\_\_\_) Use \_\_\_\_\_  
 Addition to Existing Building (Size \_\_\_\_\_ x \_\_\_\_\_) Use \_\_\_\_\_  
 Other \_\_\_\_\_

Water Supply:  County  Well (No. dwellings \_\_\_\_\_)  Other \_\_\_\_\_  
Sewer:  Septic Tank/ Existing: YES  NO  County  Other \_\_\_\_\_

Erosion & Sedimentation Control Plan Required? YES  NO  County  Other \_\_\_\_\_  
Structures on this tract of land: Single family dwellings 0 Manufactured homes 1-proposed. Other (specify) 0

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? YES  NO

Required Property Line Setbacks:	Minimum	Actual	Minimum	Actual
Front	<u>35'</u>	<u>55'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>30'</u>	Corner	<u>65'</u>
Nearest Building	<u>NA</u>	<u>NA</u>		<u>NA</u>

If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

Signature of Applicant: Jamie Stovall

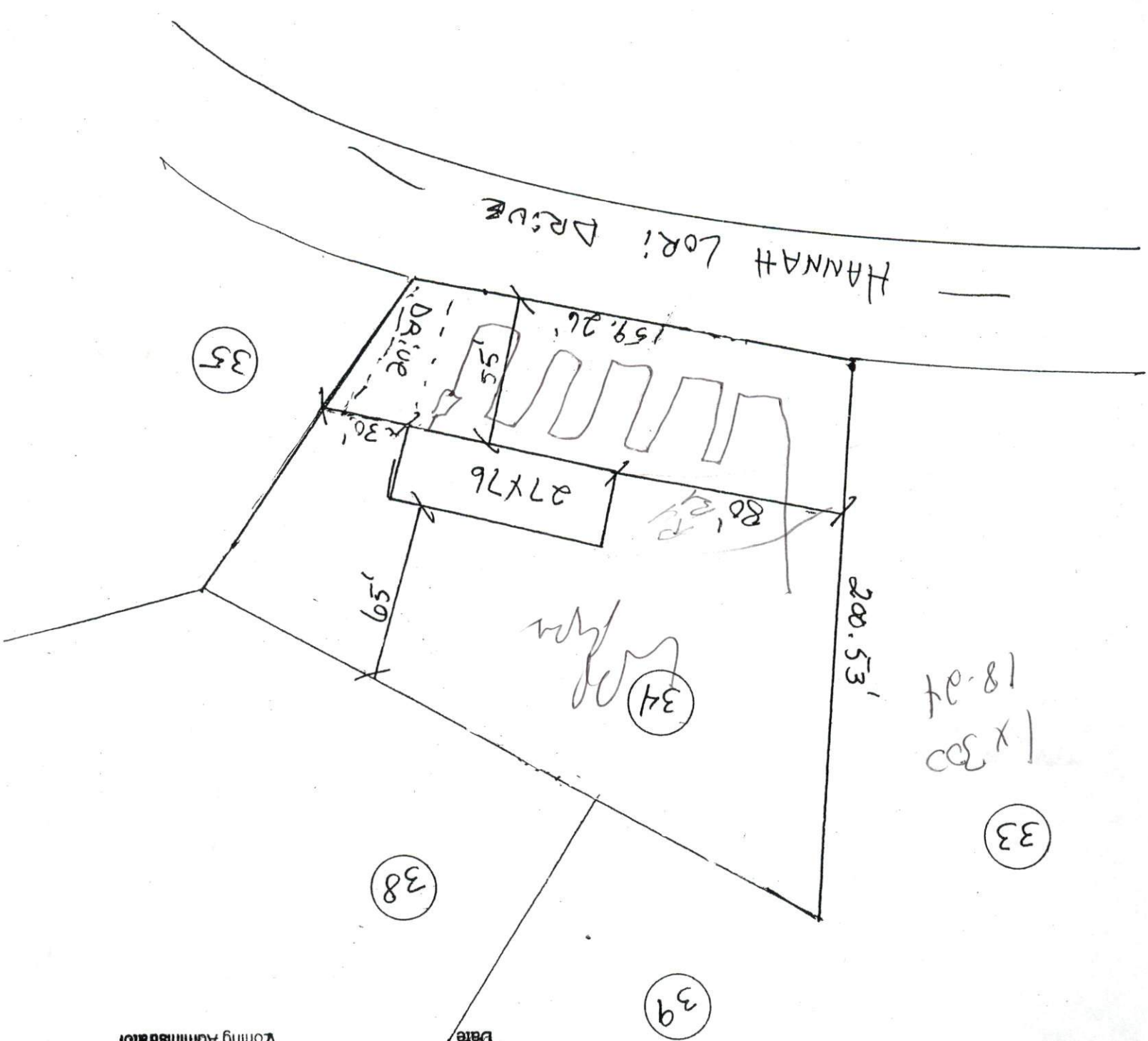
Date: 12-2-02

917 12/3 S'

Five Grove Dev.  
 Lot # 34 Phase 1 Woodbridge  
 SCALE - 1" = 50'

12-2-02

SITE PLAN APPROVAL  
 DISTRICT RHOOR USE DUMH  
 #BEDROOMS 3  
 12-372 C. Williams  
 Zoning Administrator  
 Date





A. That there is no restriction, easement or zoning regulation which will prohibit the use of the property for single family residential purposes,

B. That all encumbrances or assessments for pavings, sidewalks, water, or other existing improvements which are either pending, approved or assessed if any, shall be paid or cleared at closing by Seller and;

C. That there have been and will be at closing no unpaid improvements to the property within 120 days which might result in a material man's or laborer's lien.

9. That the residence thereon was a manufactured home and is delivered to Buyer subject to the warranties of said manufacturer, a copy of which is attached and made a part hereof as exhibit C and shall survive delivery of the Deed. In addition Seller warrants for the term of one year, the setup of home, the foundation free from cracks and/or settlement other than those tolerances normally acceptable to the industry and area, and the utility hookups, i.e. electrical and water.

10. Miscellaneous provisions:

(a) Seller shall furnish to Buyer, his agent or attorney any available information requested concerning title, survey, easements, loan information, etc., reasonably required for closing

(b) Risk of loss from fire or other casualty shall be upon Seller prior to closing;

(c) This contract may not be assigned by Buyer without prior written consent of the Seller;

(d) In the event of conflict between the plans and specifications for the construction to be performed by Seller, written specifications shall prevail;

(e) This agreement shall be binding upon the respective heirs, administrators, executors and assigns of the parties and any dispute regarding such agreement shall be construed in accordance with the laws of North Carolina;

(f) Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require;

(g) The closing date is the responsibility of the Buyer in regard to prorations and payment;


(h) THIS AGREEMENT SHALL CONSTITUTE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES, AND ANY MODIFICATIONS OF CHANGE MUST BE IN WRITING AND EXECUTED BY THE PARTIES;

(i) Seller shall pay all costs of closing of title including: attorney's fees, title insurance, real estate tax, recording fees, miscellaneous mortgage company fees, etc. In addition Seller shall pay the first year's homeowner insurance premium and the required items, and tax escrow required by the lender. Buyer shall pay origination fee prior to closing to be held in escrow by Pine Grove Development Corp.

(j) In the event the contingency clauses of this agreement; i.e. mortgage approval, or appraisal are not met, Buyer shall be responsible for credit report fees of \$55.00 and FHA appraisal fees of \$450.00 and all other deposit moneys shall be refunded to Buyer. Should all contingencies be met and Buyer not complete closing of title; all deposit moneys shall be retained by Seller as liquidated damages.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures this the date and year first above written intending to be legally bound.

SELLER  
Pine Grove Development Corp.

  
James D. Stovall

PURCHASER(S)

  
James A. Bell

  
Melissa L. Perry

## AGREEMENT

This agreement made and entered into this 27 day of Nov., 2002 by and between Pine Grove Development Corp., 622 Buffalo Lake Rd., Suite A, Sanford NC 27332, hereinafter referred to as "Seller" and

James A. Bell and Melissa L. Perry

of 1220 Sheriff Watson Rd. Sanford NC 27330  
(STREET) (CITY) (STATE) (ZIP)

hereinafter referred to as "Buyer" WITNESSETH:

1. For and in consideration of the mutual promises stated herein, the receipt and sufficiency of which is mutually acknowledged, Buyer and Seller agree respectively to purchase and sell that certain real property, known and described as:

A. All of that certain tract or parcel of land known and described as Lot No. 34 on map entitled Woodbridge, Phase I, Harnett County, North Carolina, Pine Grove Development Corp; recorded in Map Book 2001, Page 1414 in the Register of Deeds office, Harnett County, North Carolina.

B. Together with the dwelling to be placed thereon by Seller in accordance with the attached plans (Exhibit A) and Specifications (Exhibit B) which are made a part hereof. Said dwelling is manufactured by Redman Homes and known as the 976S model.

2. The consideration and purchase price is in the sum of \$111,698.00 and shall be paid as follows:

A. \$100.00 in earnest money with the delivery of this offer and held in escrow by Pine Grove Development Corp., until the sale is closed and shall be credited to the buyer and applied as follows:

\$100.00 origination fee.

B. 4,351.00 the balance of the Buyer's portion of down payment and origination fee to be paid as follows:

\$500.00 at contract signing  
\$500.00 on or before December 6, 2002  
\$3,351.00 by Community Gift Grant at closing

C. \$108,347.00 the balance of the purchase price by bank check or money order (certified funds) (through loan proceeds) at closing.  
If a FHA loan, this amount does not include the FHA funding fee (added to loan, if not included).

3. This agreement is contingent upon Buyer through total cooperative and expeditious exercise of his best efforts, being able to obtain a firm commitment for a FHA loan at available rate and term on or before January 30, 2003 in the principal sum of \$109,972.00 for a term of 30 years with 0 points to Seller.

4. Ad valorem taxes on the real property for the current year shall be prorated between the parties at the time of closing.

5. Title to the premises shall be marketable fee simple, as insured at regular rates by a Title Insurance Company licensed to do business in the state of North Carolina, conveyed by General Warranty Deed free and clear of all liens and encumbrances excepting:

A. Restrictive Covenants entitles Declaration of Covenants, Conditions and Restrictions of Woodbridge and made a part hereof,

B. Ad valorem taxes as stated in paragraph 4 and

C. Utilities Easements, permits and rights of way of record



**FHA REAL ESTATE CERTIFICATION AND AMENDATORY CLAUSE**

PURCHASE PROPERTY ADDRESS 1220 Sheriff Watson Rd. Sanford, NC 27330  
Lot 34, Phase I, Woodbridge

**REAL ESTATE CERTIFICATION**

It is further agreed and understood that in submitting a request for a Firm Commitment for mortgage insurance, the Seller(s), the Purchaser(s), and the Broker or Agent involved in the transaction do each certify that the terms of the contract for purchase are true to the best of his/her knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is fully disclosed and is part of, or attached to the sales agreement.

**AMENDATORY CLAUSE:**

It is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$111,698.00. The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Dept. of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

WE, THE PURCHASER(S), SELLER(S), AND SELLING AGENT OR BROKER, CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREED TO BOTH OF THE ABOVE PARAGRAPHS, AND UNDERSTAND THEY ARE A PART OF OUR SALES CONTRACT.

James D. Stovall 11/27/02  
SELLER DATE

James G. Bell 11/27/02  
PURCHASER DATE

\_\_\_\_\_  
SELLER DATE

Melissa L. Ruff 11/27/02  
PURCHASER DATE

n/a  
SELLING AGENT OR BROKER DATE