

Application Date: 1-9-03

Application #01- C. 50006268

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 #: 498-2264

APPLICANT: _____ Address: 128 Christopher Drive
City: _____ State: _____ Zip: _____ Phone #: _____

PROPERTY LOCATION: SR #: 1115 SR Name: Buffalo Lake Road.
Parcel: 9587-51-3708-01 PIN: 03-9587-05-0020
Zoning: RA20R Subdivision: FARM@ Five Ponds Lot #: 1 Lot Size: .59 AC
Flood Plain: X Panel: 75 Watershed: NA Deed Book/Page: _____ Plat Book/Page: F1625C

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 West - Turn Left on to Blanchard Rd. - Right on Nicole - Right on Christopher - Turn Right.

PROPOSED USE:

- Sg. Family Dwelling (Size _____ x _____) # of Bedrooms _____ Basement _____ Garage _____ Deck _____
- Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____
- Manufactured Home (Size 27x56) # 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 _____

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

	Minimum	Actual	Minimum	Actual
Front	<u>35'</u>	<u>100'</u>	Rear	<u>25'</u>
Side	<u>10'</u>	<u>12'</u>	Corner	<u>35'</u>
Nearest Building	<u>NA</u>	<u>NA</u>		<u>37'</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: Jam D. Stovall

Date: 1-9-03

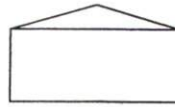
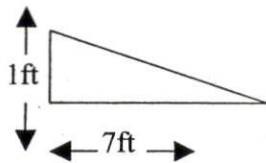
#9671-9(s)

RA-20R Criteria Certification

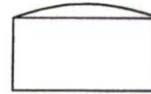
I, James Stovall, understand that because I'm located in a RA-20R
(Print Name)

Zoning District and wish to place a manufactured home in this district I must meet the following criteria before I will be issued a certificate of occupancy for this home.

1. The home must have a pitched roof, for a manufactured home, whether A-shaped or rounded, which has a minimum rise of twelve (12) inches for every seven (7) feet of width. (See diagram)



A-Shaped



Rounded

Note: Most Rounded Roofs will not meet this requirement!

2. The home must be underpinned, the underpinning must be installed in good workmanship-like manner along the entire base of a manufactured home, except for ventilation and crawl space requirements, and consisting of the following: metal with a baked -on finish of uniform color; a uniform design and color vinyl; or brick, cinder block, and stone masonry as well as artificial stone masonry.
3. The homes moving apparatus removed, underpinned or landscaped.

James D. Stovall 1-9-03
Signature of Property Owner Date

Procedures and Guidelines for Manufactured Home Inspections

1. All pertinent applications and information must be filled out completely at central permitting in order to start the process, this includes the following:
 - County of Harnett Land Use & Environmental Health Application
 - Site Plan (must be to scale)
2. Then you must call Environmental Health (910-893-7547) to receive a confirmation number in order to set up environmental inspection. (This is a 7-10 day process)
3. After the environmental inspection takes place then you must call central permitting (910-893-4759) to ensure that the environmental health permit has been issued.
4. Then you must return to central permitting to purchase manufactured home set-up permit and land use permit. (See Harnett County fee schedule for all applicable fees.)
5. After the Manufactured Home is installed in accordance with the State of North Carolina Regulations for Manufactured/Mobile Homes, 1995 Edition, the applicant must call the Harnett County Inspections Department (910-893-7527) for set-up inspection. This will be the first of two separate inspections.
Note: Do not install underpinning until this inspection is complete!
6. Complete all zoning requirements listed above and call the Harnett County Planning Department for final inspection (910-893-7525). Once this inspection is completed and all zoning requirements have been met, a final Certificate of Occupancy will be issued for the home and the power may be turned on.

All reinspections may subject you to reinspection fees!

" SURVEY FOR " PRELIMINARY "

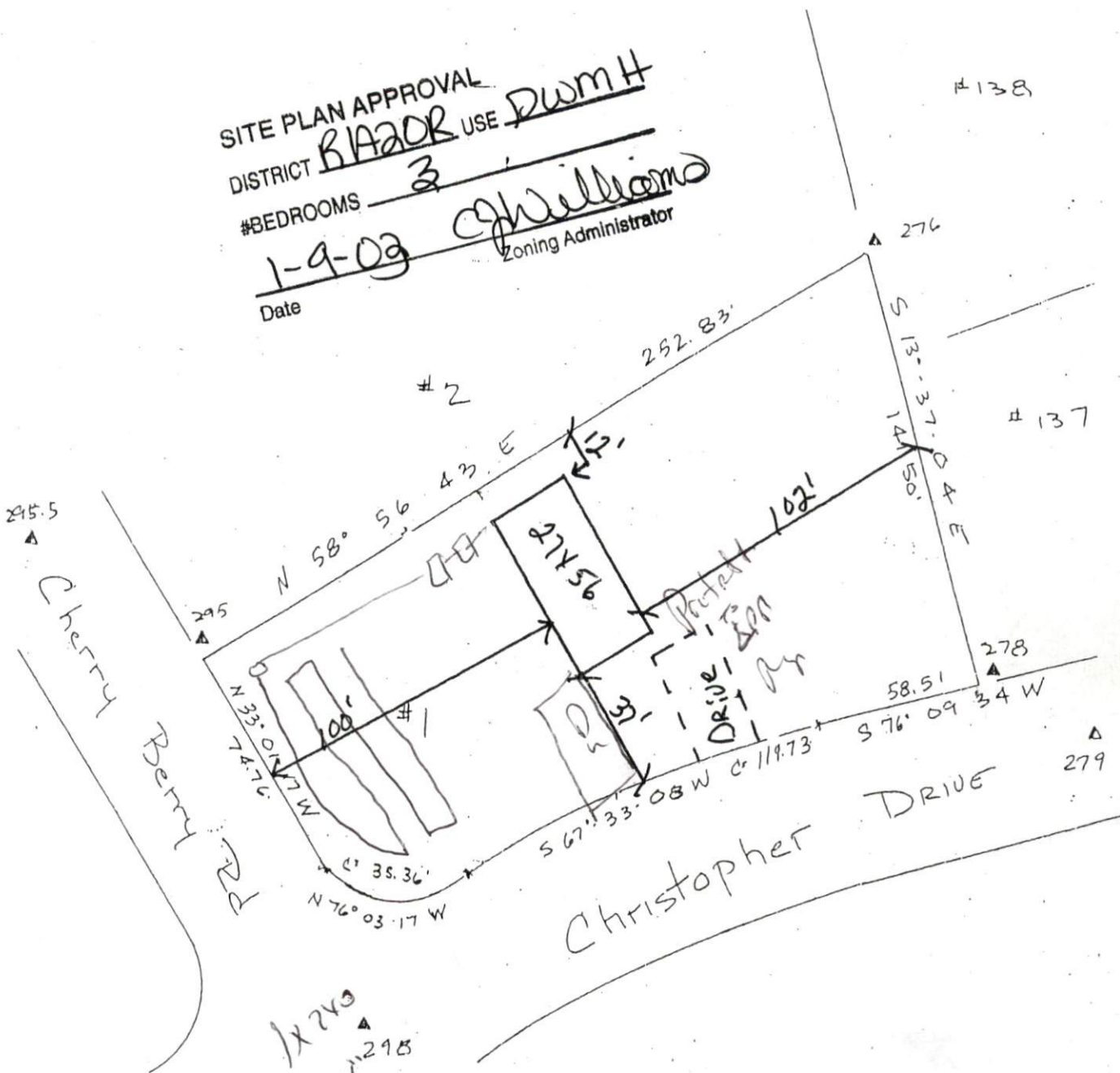
4361

PINEGROVE DEVELOPMENT CORPORATION.

TWP: Barbecue - Harnett Co. - N.C.
SCALE: 1" = 50' DATE: Jan. 13, 1997



SITE PLAN APPROVAL
 DISTRICT BAA20R USE DWMH
 #BEDROOMS 3
1-9-03 C. Williams
 Date Zoning Administrator



NOTE:

BEING ALL OF LOT #1 PHASE I,
 OF THE FARM AT FIVE PONDS, RECORDED
 IN PLAT CAB F / 625-C, HARNETT
 COUNTY REG.

ALL SITE IMPROVEMENTS SHOWN
 AS PROPOSED

▲ = ELEVATIONS

Legend

PROPERTY THAT THIS PROPERTY

.. SURVEY FOR .. "PRELIMINARY"

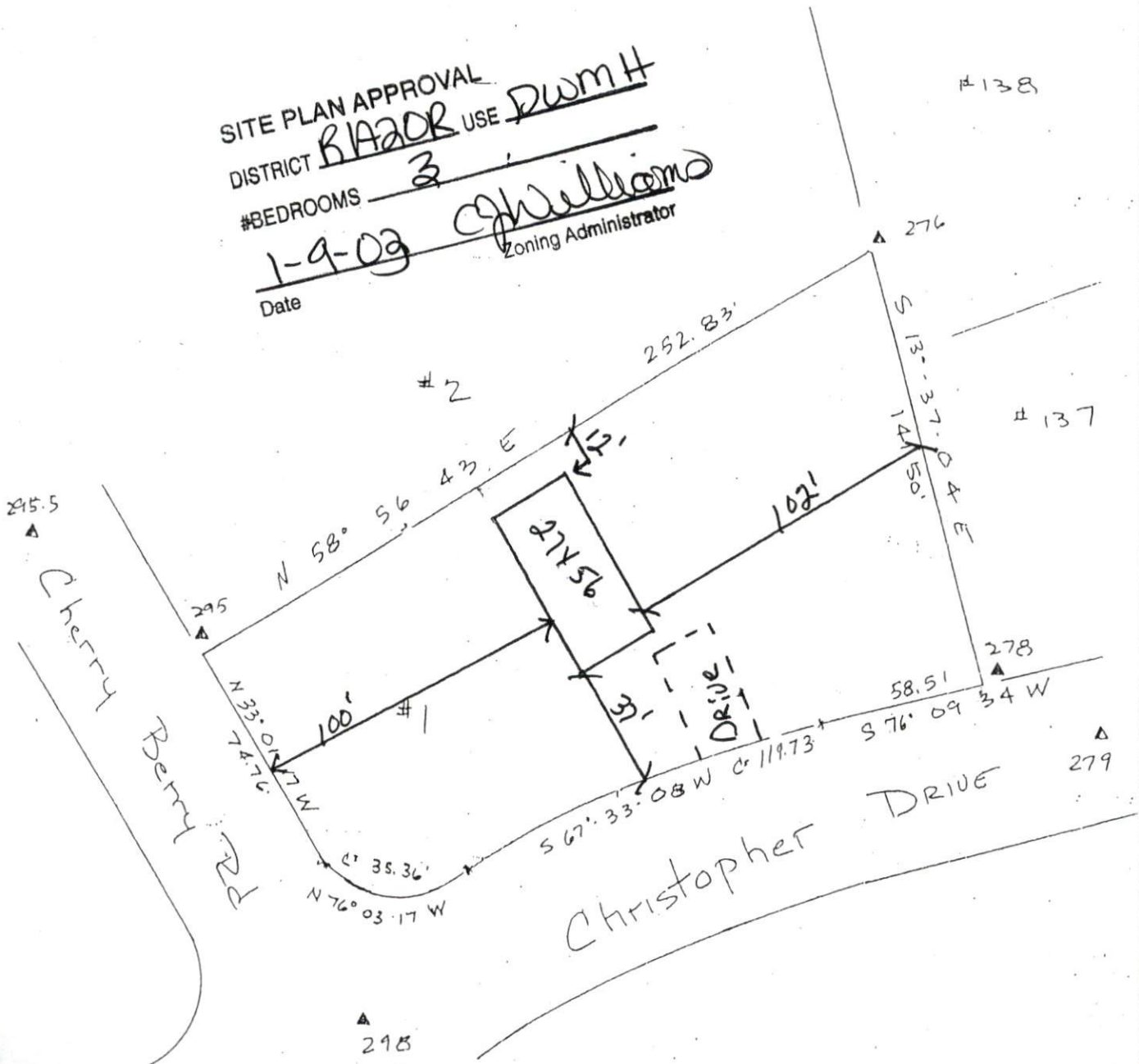
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Legend

FIP - Found Iron Pipe

Prepared by and mail to: Henry M. Pleasant, Attorney
P.O. Drawer 220, Angier, N.C. 27501

FILED
BOOK 1133 PAGE 627-629

Parcel ID No.: 03-9587-0020

NORTH CAROLINA 96 JAN 31 AM 9 11

HARNETT COUNTY GAYLE P. HOLDER WARRANTY DEED
REGISTER OF DEEDS

~~THIS DEED, made in HARNETT COUNTY, NC~~
THIS DEED, made this 30th day of January, 1996, by and between FORTUNE FIVE ENTERPRISES, LLC, a North Carolina Limited Liability Company, P.O. Box 818, Angier, N.C. 27501, party of the first part, PINE GROVE DEVELOPMENT CORP., a North Carolina Corporation, P.O. Box 806, Southern Pines, N.C. 28388, parties of the second part:

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Hundred Sixty Four Thousand Five Hundred Dollars and other valuable consideration to them in hand paid by the said parties of the second part, receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their successors and assigns, a certain tract or parcel of land situate in the Barbecue Township, Harnett County, North Carolina, and further described as follows:

BEING all of Lot Tract G, containing 90.00 total acres, entitled "Property of Pine Grove Development Corporation" surveyed and mapped by Stancil & Associates, RLS, PA, dated January 29, 1996, and recorded in Plat Cabinet F, Slide 523-D, of the Harnett County Registry.

1-31-96

HARNETT COUNTY

ARB

329.00
\$329.00

STATE OF
NORTH
CAROLINA



Real Estate
Excise Tax

TO HAVE AND TO HOLD the foresaid lot or parcel of land, together with all privileges and appurtenances thereunto belonging to the said parties of the second part, its successors and assigns, to its only use and behoof forever in fee simple; And the said party of the first part, covenants to and with the said parties of the second part, their successors and assigns, that it is seized of said land in fee and has the right to convey the same in fee simple; that the same is free and clear from encumbrances and that it will forever warrant and defend thereto against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

FORTUNE FIVE ENTERPRISES, LLC,
a North Carolina Limited Liability Company

By: Thomas Lester Stancil
Thomas Lester Stancil, individually and as Attorney In Fact for Bill J. Adams and wife, Monteen Adams; M.B. Pleasant, Jr. and wife, Betty T. Pleasant; Nancy S. Stancil, Baxter Lee and wife, Hilda Lee

By: Mary Frances Coats
Mary Frances Coats, individually and as Attorney In Fact for Bill J. Adams and wife, Monteen Adams; M. B. Pleasant, Jr. and wife, Betty T. Pleasant; Nancy S. Stancil, Baxter Lee and wife, Hilda Lee

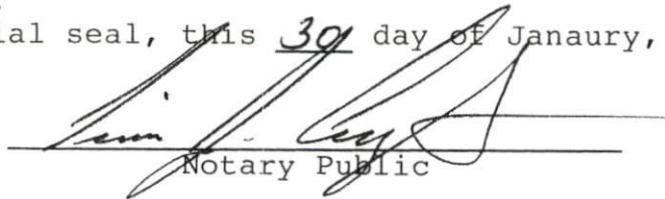
STATE OF NORTH CAROLINA
COUNTY OF HARNETT

I, Tina J. Arrington, a Notary Public in and for said County and State, do hereby certify that Thomas Lester Stancil and Mary Frances Coats, individually and as Attorneys In Fact for Bill J. Adams and wife, Monteen Adams; M. B. Pleasant, Jr. and wife, Betty T. Pleasant; Nancy S. Stancil, Baxter Lee and wife, Hilda Lee personally appeared before me this day and being by me duly sworn sayed that they executed the foregoing and annexed

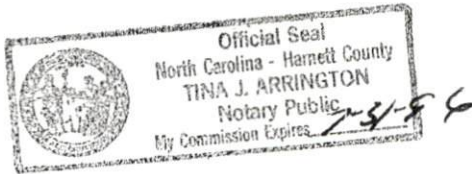
instrument for and in behalf of said Bill J. Adams and wife, Monteen Adams; M. B. Pleasant, Jr. and wife, Betty T. Pleasant; Nancy S. Stancil; Baxter Lee and wife, Hilda Lee and that their authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in Book 1033, pages 273-275 the Office of Register of Deeds in the County of Harnett, State of North Carolina on the 30th day of December 1993, and that this instrument was executed under and by virtue of the authority given by said instrument granting them power of attorney.

And I do further certify that the said Thomas Lester Stancil and Mary Frances Coats acknowledged execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Bill J. Adams and wife, Monteen Adams; M. B. Pleasant, Jr. and wife, Betty T. Pleasant; Nancy S. Stancil; Bexter Lee and wife, Hilda Lee.

Witness my hand and official seal, this 30 day of Janaury, 1996.


Notary Public

My Commission expires: 7-31-96



North Carolina - Harnett County
The foregoing certificate(s) of Tina J. Arrington -
Notary of Harnett Co.
Notary Public (Notaries Public) is/are certified to be
correct. This instrument was presented for registration
and recorded in this office at Book 1033 page 627-629
This 31 day of January, 1996
at 9:11 o'clock A.M.
Signed by: Shawn R. Bullock
Register of Deeds - Ass't. Deputy

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 _____, 19 ____

Signed: _____

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19 ____

by _____

Mail after recording to Henry M. Pleasant, P.O. Drawer 220, Angier, N.C. 27501

This instrument prepared by Henry M. Pleasant, Attorney

Brief Description for the index Tract J

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 10 day of August, 19 94 by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Pine Grove Development Corp.	Henry M. Pleasant	Fortune Five Enterprises, LLC, a N.C. Limited Liability Co.

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 One Hundred Sixty Two Thousand and No/100----- Dollars (\$ 162,000.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is August 10, 1999

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 _____, Barbeque Township,

Harnett County, North Carolina, (the "Premises") and more particularly described as follows:

BEING all of Tract J, containing 100 acres, as shown on a surveyd and plat entitled "Property of Fortune Five Enterprises, L.L.C." dated August 5, 1994 prepared by Stancil and Associates, RLS, PA and recorded in Plat Cabinet F, Slide 311-C, of the Harnett County Registry.

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

If the Grantor shall pay the Note secured hereby in accordance with its terms, with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled 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 attorneys fees incurred by the Trustee in such proceeding, 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 \$ _____, 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 attorneys 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 (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice; three-fourths (3/4) 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 payment as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, or 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 letting 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.

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 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 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 default hereunder.

15. OTHER TERMS. Lots shall be released from this Deed of Trust upon payment toward the principal obligation secured in the amount of \$2400.00 per acre released.

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)
Pine Grove Development Corp. _____ (SEAL)
y: _____ (SEAL)
President
TEST: _____ (SEAL)
Secretary (Corporate Seal) _____ (SEAL)

Use Black Ink Only

SEAL-STAMP NORTH CAROLINA, _____ County.
I, a Notary Public of the County and state aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and
official stamp or seal, this _____ day of _____, 19 _____.
My Commission expires: _____ Notary Public

SEAL-STAMP NORTH CAROLINA, Harnett _____ County.
I, a Notary Public of the County and state aforesaid, certify that _____

Use Black Ink

Ink