

Initial Application Date: 05/19/03

Application # 03 5-7154

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793

LANDOWNER: Billy J & Judy Everidge Mailing Address: P.O. Box 85  
City: Olivia State: NC Zip: 28368 Phone #: (919) 499-5435

APPLICANT: Julie E. Kelly Mailing Address: P.O. Box 356  
City: Olivia State: NC Zip: 28368 Phone #: (919) 499-2899

PROPERTY LOCATION: SR #: 1205 SR Name: Olivia Rd.  
Parcel: 03-9568-0033-01 PIN: 9578-06-0164  
Zoning: R200B Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_ Lot Size: 2.08 AC  
Flood Plain: X Panel: 25 Watershed: NA Deed Book/Page: 1204-84 Plat Book/Page: GIS

If located with a Watershed indicate the % of Imperious Surface:  
DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Hwy 27W to Barbeque Church Rd (Right),  
Barbeque Church Rd to Olivia Road (Left), Approximately 1 mile  
on Olivia Road to F.O.R Lane (Right), First brickhouse on  
the right on F.O.R. Lane

PROPOSED USE:

- Sg. Family Dwelling (Size     x    ) # of Bedrooms     # Baths     Basement (w/wo bath)     Garage     Deck
- Multi-Family Dwelling No. Units     No. Bedrooms/Unit
- Manufactured Home (Size 24 x 80) # of Bedrooms 4 Garage     Deck Back 16x24 2 Baths

- 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 \_\_\_\_\_

Sewage Supply:  New Septic Tank  Existing Septic Tank  County Sewer  Other \_\_\_\_\_

Erosion & Sedimentation Control Plan Required? YES  NO

Structures on this tract of land: Single family dwellings \_\_\_\_\_ Manufactured homes 1 Other (specify) Proposed

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>265</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>51</u>	Corner	<u>20</u>
Nearest Building	<u>10</u>	<u>   </u>		<u>   </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.

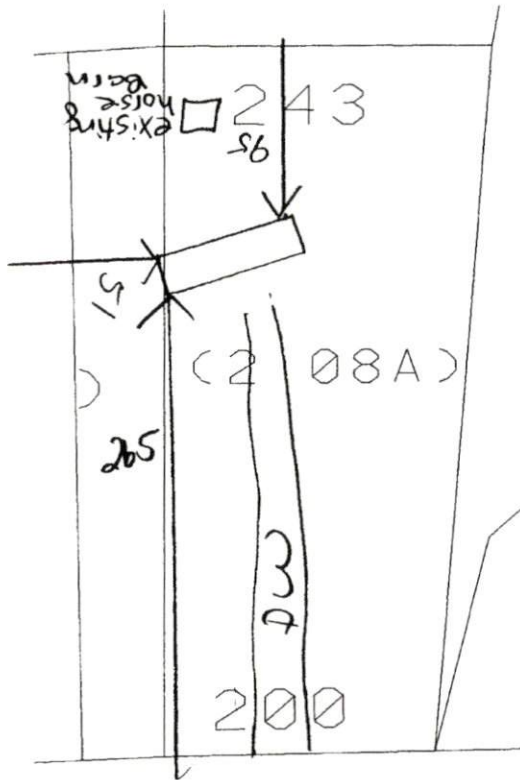
Judy Everidge  
Signature of Owner or Owner's Agent

5-27-03  
Date

\*\*This application expires 6 months from the date issued if no permits have been issued\*\*

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE PERMIT

346 5/28 S



9578-06-0164.000

Scale: 1" = 100 ft

May 27, 2003

SITE PLAN APPROVAL

DISTRICT RA20R USE DwM#

#BEDROOMS 4

5-27-03

Date

Jheraforis  
Zoning Administrator

Harnett County Planning Department  
Central Permitting  
PO Box 65, Lillington, NC 27546  
910-893-4759

In order to provide the best customer service, Central Permitting staff compiled a list of procedures that helps to ensure successful permitting processes. Please follow steps necessary to expedite your plans.

Environmental Health New Septic Systems Test

- Place "property flags" in each corner of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "house corner flags" at each corner of where the house/manufactured home will sit. Use additional flagging to outline driveways, garages, decks, out buildings, swimming pools, etc.
- Place flags at locations as developed on site plan by Customer Service Technician and you.
- Place Environmental Health "orange" card in location that is easily viewed from road.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. *No grading of property should be done.*
- After preparing proposed site telephone Environmental Health @ 893-7547 for questions on soil evaluation and confirmation number. Environmental Health will not begin soil evaluations until you call for confirmation number. Environmental Health is the source for all matters concerning testing and scheduling once application is completed at Central Permitting.

Environmental Health Existing Tank Inspections

- Place Environmental Health "orange" card in location that is easily viewed from road.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover.
- After preparing trapdoor call Environmental Health @ 893-7547 for confirmation number. Please be prepared to answer the following - The applicant's name, physical property location and the last four digits of your application number.

Fire Marshal Inspections

- Call Fire Marshal's office @ 893-7580 for all inspections.
- Prior to requesting final Building Inspection call Fire Marshal's office @ 893-7580 for inspection.
- Pick up Fire Marshal's letter and place on job site until work is completed.

Public Utilities

- Please stake with "orange" tape/name thirty feet (30) from the center of the road at the location you wish to have water tap installed.
- Allow four to six weeks after application for water/sewer taps. Call Utilities at 893-7575 for technical assistance.

Building Inspections

- Call Building Inspections @ 893-7527 to request any inspection.
- For new housing/set up permits ensure you meet E 911 / Addressing prior to calling for final inspection.

E911 Addressing

- Address numbers must be mounted on the house, 3 inches high (5" for commercial).
- Numbers must be a contrasting color from house, must be clearly visible night and day.
- At entrance of driveway if home is 100 ft or more from road, or if mailbox is on opposite side of road.
- Call E911 Addressing @ 814-2038 for any questions.

Applicant Name: (Please Print) Judy Everidge

Applicant Signature: Judy Everidge Date 5-27-03

SATISFACTION: The debt secured by this Deed of Trust, as evidenced by the note or other document secured thereby, has been satisfied in full,

This the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed: 9706485

Mail after recording to:  
Branch Banking and Trust  
PO Box 1626  
Wilson, NC 27893

This instrument was prepared by:  
William T. Wilson, Jr., Attorney at Law  
P.O. Box 1653, Sanford, NC 27331-1653

FILED  
BOOK 1204 PAGE 84-86  
'97 MAY 8 AM 11 18  
GAYLE P. HOLDER  
REGISTER OF DEEDS  
HARNETT COUNTY, NC

Recording: Time, Book and Page

Brief description for index:

\_\_\_\_\_

# NORTH CAROLINA DEED OF TRUST

(Equity Line of Credit)

THIS DEED OF TRUST ("Deed of Trust") is made as of the 23 day of APRIL 1997

by and between: BILLY J EVERIDGE AND JUDY EVERIDGE  
GRANTOR

ADDRESS: PO BOX 85  
OLIVIA, NC 28368

TRUSTEE  
Jerome C. Herring, a resident of North Carolina

BENEFICIARY  
BRANCH BANKING AND TRUST COMPANY, a  
North Carolina state banking corporation  
P.O. Box 1255, Winston-Salem, NC 27102-1255

### THE FOLLOWING INFORMATION APPLIES TO THIS DEED OF TRUST:

1. This Deed of Trust secures an Equity Line of Credit governed by provisions of Article 9, Chapter 44, North Carolina General Statutes, and secures all present and future advances thereunder.

2. The maximum principal amount of the Debt (defined below) which may be secured by this Deed of Trust at any one time is FIFTY THOUSAND DOLLARS & 00/100  
( \$ 50,000.00 ) Dollars. The principal amount of the Debt on the date hereof is \$ \_\_\_\_\_

3. The Debt, on the date hereof, is evidenced by a  BB&T Home Equity Line of Credit Loan Agreement  BB&T Tax Advantage Credit Line Agreement  BB&T Tax Advantage Gold Card Agreement of even date herewith from Grantor and may be evidenced by and shall be at all times deemed to include, any and all other notes or other Documents now or hereafter evidencing any debt whatsoever incurred by Grantor and payable to Beneficiary, the terms of which are incorporated herein by reference.

4. No execution of a written instrument or notation shall be necessary to evidence or secure any advances made hereunder. The period within which advances are to be made shall be the fifteen year period beginning on the date of this Deed of Trust.

5. The real property which is the subject of this Deed of Trust is located in or near the City of SANFORD, in the Township of Barbecue, in the County of HARNETT, in the State of North Carolina, and the legal description and the chain of title reference of the real property are set forth as follows:  
BEGINNING at a stake in the northerly edge of the paved road leading from Olivia to Benhaven School which beginning point is also the Southeast corner of the two acre tract of land conveyed by the party of the first part to the parties of the second part in about the year 1973 and running thence with the line of the parties of the second part N. 1° 30' E. 418 feet to an iron pipe; thence S. 88° 30' E. 243 feet to an iron stake five feet from the branch and running thence with the branch to the said paved highway (a straight line would be S. 7° 22' W. 420.2 feet) to a stake in the edge of the said paved road; thence with the edge of said paved road N. 88° 30' W. 200 feet to the point of BEGINNING containing 2.13 acres.

This property is shown on a map entitled "Eliza Cameron of Moore :County Widow of Neil A. Cameron to Billy Joe Everidge and wife Judy Graham Everidge", made by Lacy M. Johnson, R.L.S., dated October 2, 1975.



UNRECORDED

17. EVENTS OF DEFAULT. Beneficiary has the right to terminate the future advance provisions of this Deed of Trust and declare the Debt immediately due and payable in any of the following circumstances:

- (a) If the Grantor fails or neglects to meet the repayment terms of the Debt, or fails or neglects to pay when due any and all other sums which are or may become secured by this Deed of Trust;
- (b) If the Grantor acts or fails to act in a way which adversely affects the security pledged under this Deed of Trust or any right which the Beneficiary may have in such security. Such action or inaction includes but is not limited to the following: if the Grantor sells the property or otherwise transfers title to the property without the prior written permission of the Beneficiary; if the Grantor fails to maintain insurance on the property according to the Beneficiary's requirements; if the Grantor commits waste or otherwise damages or destroys the property, or any portions of it, in such a way that is adversely affects the security of the Beneficiary; if the Grantor fails to pay taxes on the property; if certain liens or judgments are filed; if the property is condemned by a governmental authority; if a prior lienholder commences foreclosure proceedings; if any Grantor should die;
- (c) If any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor in connection with this transaction proves to have been false in any material respect when made or furnished;
- (d) Any event which would permit termination under the terms of the BB&T Equity Line of Credit Agreement, Tax Advantage Credit Line Agreement, or Tax Advantage Gold Card Agreement.

18. REMEDIES OF BENEFICIARY UPON DEFAULT. Upon the occurrence of any event of default, Beneficiary may, at its option, without prior notice to Grantor, declare the debt to be immediately due and payable in full; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust in any manner permitted by North Carolina law, including selling the property at public sale to the last and highest bidder for cash, free of any equity of redemption, homestead, dower, curtesy or other state or federal exemption, all of which are expressly waived by Grantor, after compliance with applicable North Carolina laws relating to foreclosure sales under power of sale; and Trustee shall execute and deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable North Carolina law, it being agreed that the expenses of any such sale shall include a commission of five per cent of the gross sales price to Trustee for holding such sale and for all services performed by him hereunder excluding expenses incurred in making sale. In the event a foreclosure suit or special proceeding is commenced, and no sale is held, then the Grantor shall pay to the Trustee: 1) all expenses incurred by Trustee and 2) a partial commission computed on five per cent of the balance of the unpaid Debt. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale trustee may at his election require the successful bidder immediately to deposit with Trustee cash in an amount equal to all be any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale. If foreclosure proceedings are instituted under the Deed of Trust, Trustee is hereby authorized to take possession of the Property and collect any rental, accrued or to accrue; or Trustee may lease the Property or any part thereof, receive the rents and profits therefrom, and hold the proceeds remaining after payment of the expenses of managing and operating the Property subject to the order of the court for the benefit of the Beneficiary, pending final disposition of the foreclosure proceedings, and during any period allowed by applicable law for the redemption from any foreclosure sale ordered in such proceedings; and Trustee may act irrespective of the value of the Property or its adequacy or inadequacy to secure or discharge the indebtedness then owing.

19. RELEASE AND CANCELLATION. Upon fulfillment of all obligations, the performance of which is secured by this Deed of Trust, and upon payment of the Debt, this Deed of Trust and the Note or other Document shall be marked "Satisfied" and returned to Grantor, and this conveyance shall be null and void and may be cancelled or recorded at the request and cost of Grantor, and title to the Property shall revert as provided by law.

20. MISCELLANEOUS. The captions and headings of the paragraphs of this deed of Trust are for convenience only and shall not be used to interpret or define any provisions. All remedies provided herein are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively. All covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns. Whenever used the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Deed of Trust shall be governed by and construed under North Carolina law. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Debt. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this Deed of Trust or in the Note, or other Document.

IN TESTIMONY WHEREOF, each individual Grantor has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside or near his signature, this sealed instrument being executed and delivered on the date first above written.

HARNETT COUNTY, N.C.  
FILED DATE 5/8/97 TIME 11:18 AM  
BOOK 1204 PAGE 84-86  
REGISTER OF DEEDS  
GAYLE P. HOLDER

Grantor: Billy J. Everidge (SEAL) Grantor: \_\_\_\_\_ (SEAL)  
Grantor: Judy Everidge (SEAL) Grantor: \_\_\_\_\_ (SEAL)



STATE OF NORTH CAROLINA, COUNTY OF Lee  
I, Jo Ann C. Herring, a Notary Public, do hereby certify that  
Billy J. Everidge and Judy Everidge Grantor,  
personally appeared before me this day and acknowledged the execution of this Deed of Trust.  
Witness my hand and official stamp or seal, this 25th day of April, 19 97  
My Commission Expires: July 9, 1999  
NOTARY PUBLIC

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public, do hereby certify that  
personally appeared before me this day and acknowledged the execution of this Deed of Trust.  
Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

The foregoing Certificate(s) of Jo Ann C. Herring Notary of Lee Co.

is / are certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.  
Gayle P. Holder REGISTER OF DEEDS FOR Harnett COUNTY  
By: Judith Hamilton Deputy / Assistant Register of Deeds