

Initial Application Date: 4-7-03

NC

Application # D-50006842

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting

102 E. Front Street, Lillington, NC 27546

Phone: (910) 893-4759

Fax: (910) 893-2793

LANDOWNER: NORMAN WALLACE
City: LILLINGTON State: NC Zip: 27546 Mailing Address: 8406 NC 27 West Phone #: 893-4494

APPLICANT: MICHELE TEMPLE
City: ERWIN State: NC Zip: 28339 Mailing Address: 2450 Bunnlevel - Erwin Rd Phone #: 814-9282

PROPERTY LOCATION: SR #: 1295 SR Name: Switt Rd. (181 RAD ST.)
Parcel: 13-0610-0363-21 PIN: 0518-60-9974.000
Zoning: BA30 Subdivision: Beagle Run Lot #: 7 Lot Size: 1.13AC
Flood Plain: NO Panel: 90 Watershed: NA Deed Book/Page: 0112/07 Plat Book/Page: 1996/10/09

If located with a Watershed indicate the % of Imperious Surface: _____
DIRECTIONS TO THE PROPERTY FROM LILLINGTON: NC 27 WEST TO SPRING HILL Ch. Rd.

RT. ON Spring Hill Church Rd - TAKE 1ST LEFT (SWITT RD.) THEN 1ST LEFT OFF SWITT RD. (RAD ST.) LAST LOT ON THE LEFT

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 28 x 80) # of Bedrooms 3 Garage NA Deck NA
- Comments: _____
- Number of persons per household 2
- 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 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>120+</u>	Rear	<u>25</u>
Side	<u>10</u>	<u>25</u>	Corner	<u>20</u>
Nearest Building	<u>10</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.

Michele Temple
Signature of Owner or Owner's Agent

4-7-03
Date

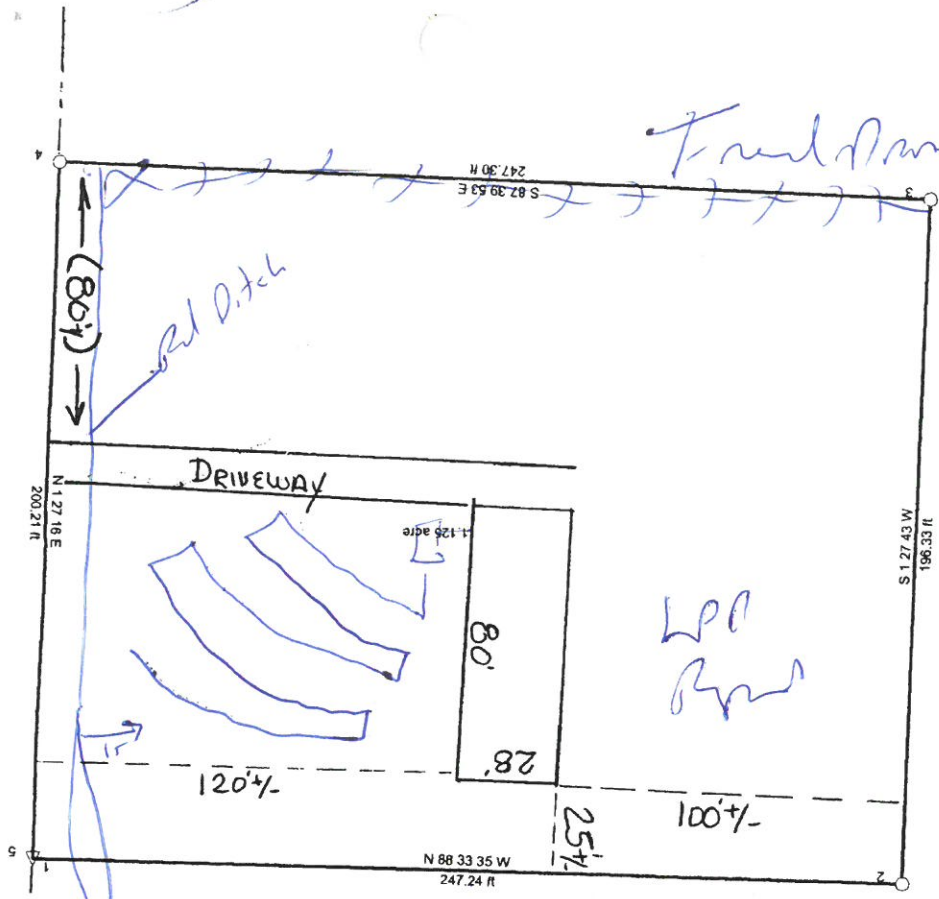
This application expires 6 months from the date issued if no permits have been issued

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

248 4/10 S

RAD STREET

Frank Brown



1.125 acre
18

SITE PLAN APPROVAL
 DISTRICT RA3D USE *Donth*
 #BEDROOMS 3
 04-7-03
 Zoning Administrator *[Signature]*
 Date

CALLS	BEARING	DISTANCE
1	NW 88 33 35	247.24
2	SW 1 27 43	196.33
3	SE 87 39 53	247.30
4	NE 1 27 16	200.21
5		

County: 1" = 50 ft
 Area: 1.125 acre
 Closing Distance = 0.02 ft
 Closing Error = 0.00 %
 Perimeter = 891.08 ft
 User: *BERGUE RUN LOT# 7*

OasisDeedPro
 Powered by Understanding Systems www.oasisdeedpro.com 515 515 3033

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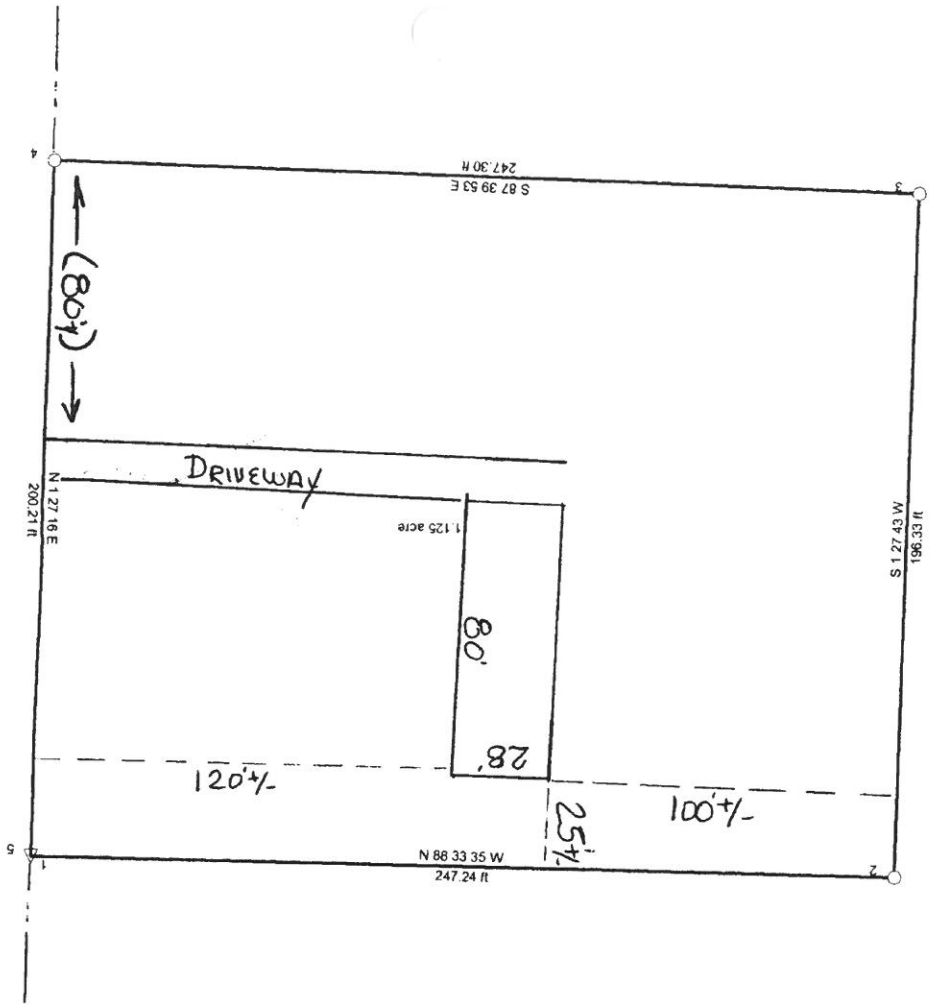
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BERGEE RUN LOT # 7

OasisDeedPro
 Software by Understanding Systems www.understanding.com 510 510 2002

OFFER TO PURCHASE AND CONTRACT

Michele Temple, as Buyer, hereby offers to purchase and Norman Wallace, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Lillington, County of Harnett, State of North Carolina, being known as and more particularly described as: Street Address Lot 7, Rad Street, Lillington, NC Zip 27546 Legal Description: Lot # 7 1.13 acres

() All (X) A portion of the property in Deed Reference: Book 1172 Page No 274-276, Harnett County.) NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items: n/a

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: n/a

4. PURCHASE PRICE: The purchase price is \$ 15,500.00 and shall be paid as follows: (a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by () cash (X) personal check () bank check () certified check () other: JE Womble & Sons Realty ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated.

In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ N/A, BY ASSUMPTION OF the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) \$ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) \$ 15,000.00, BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a () FHA () VA (attach FHA/VA Financing Addendum) (X) Conventional () Other: n/a loan at a (X) Fixed Rate () Adjustable Rate in the principal amount of 13,500.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 10 year(s), at an initial interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 1 % of the loan amount. Buyer shall apply for said loan within 5 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before April 18, 2003 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc. Buyer Initials MT Seller Initials N.W.



restriction, easement, or other governmental regulation that would p... it the reasonable use of the
residential purposes.

must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear

liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to
such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such
following Closing.

be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple
and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of
utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such
encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right

11. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for
paying, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association
assessments, except as follows: n/a

(If "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all
governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments,
any, unless otherwise agreed as follows: none

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted
between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the
date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal
property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the
date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through
the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller
represents that the regular owners' association dues, if any, are \$ n/a per

8. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall
pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase
price unpaid at Closing. Seller shall pay for preparation of deed and all other documents necessary to perform Seller's obligations
under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses
associated with the purchase of Property, the amount thereof shall be \$ n/a, including any FHA/VA
lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the
cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the
Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title
insurance policies, attorneys opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the
Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance
policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent
to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's
agents and attorneys.

11. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to
Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been
paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to
Purchase and Contract.

Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer
to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER
OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the
Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy
by the Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)
land only

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure
Addendum.)

Page 2 of 4

STANDARD FORM 2-T
© 7/2002

Buyer Initials MT

Seller Initials N. for W.

AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, warranties or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 3-28-03

Date: _____

Buyer Michele Temple (SEAL)
Michele Temple

Seller Norman Walker (SEAL)

Date: _____

Date: 3-31-02

Buyer _____ (SEAL)

Seller _____ (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 3-28-2003

Firm: JE Womble & Sons Realty

By: Fred Cummings
(Signature) Fred Cummings

Selling Agent/Firm/Phone Fred Cummings JE Womble & Sons Realty 893-2289

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone (same)

Acting as Seller's (sub)Agent Dual Agent