

MISSION STATEMENT
REAL PROPERTY INTERNAL PROCEDURES
COMMITTEE
NORTH CAROLINA ASSOCIATION
OF REGISTERS OF DEEDS

The North Carolina Association of Registers of Deeds formed the Real Property Internal Procedures Committee in 1993 and charged it with the following:

The Real Property Internal Procedures Committee is responsible for establishing and documenting minimum procedures for processing the instruments that are indexed in the consolidated real property index. The Committee's duties include, but are not limited to, establishing minimum procedures for correcting permanent index records, identifying statutes that have become outdated due to advances in technology, making recommendations to the Legislative Committee regarding statutory amendments and developing and maintaining a procedures manual for indexers. The purpose of the indexing procedures manual is to help indexers consistently and uniformly determine grantor/grantee relationships for each type of instrument. Legal advice will be provided by the Institute of Government/School of Government.

INTRODUCTION

In the 1980's, the North Carolina Association of Registers of Deeds saw the need for uniform guidance in the indexing of real property instruments. Thus, in 1993 NCARD formed the Real Property Internal Procedures Committee. The committee's final product was a comprehensive manual that provided answers to questions which might arise during the process of filing and indexing real property instruments. The manual provides assistance in the determination of grantors and grantees contained within real property instruments. Additionally, the manual contains guidance for making corrections to the real property indexes.

Thorough, yet non-exhaustive examples of instruments encountered by the Register of Deeds office are categorized and highlighted throughout the manual. The examples are only a reference source and should not be considered definitive guidance. Every instrument should be examined and in each case the parties identified and indexed as appropriate under the circumstances.

The procedures manual has been revised on numerous occasions¹. At other times portions were added or amended to deal with specific instruments; however, the advent of the "new indexing standards" for real property instruments provided the impetus for this newly revised edition of the manual

****This Internal Procedures Manual provides information for the identification of parties to real property instruments. Although examples demonstrated in this manual reflect current indexing guidelines, please refer to the Minimum Indexing Standards for Real Property Instruments when questions arise on how to key parties at the point of indexing.**

¹ **Dates of establishment, revisions, amendments, changes in laws, etc:** 03-15-1994, 04-21-1994, 05-25-1994, 06-09-1994, 06-27-1994, 06-28-1994, 06-29-1994, 06-30-1994, 07-06-1994, 07-07-1994, 07-12-1994, 07-27-1994, 08-12-1994, 08-17-1994, 09-14-1994, 10-07-1994, 10-27-1994; 01-26-1995, 04-11-1995, 05-25-1995, 05-26-1995, 06-15-1995, 07-27-1995, 09-04-1995; 08-21-1996; 07-14-1997, 09-17-1997; 07-21-1998, 09-07-1998; 1999 to accommodate new laws; 01-01-2000; 05-23-2001; 07-01-2002, 09-09-2002; 12-08-2003; 08-25-2004; 05-13-2005, 09-23-2005, 10-01-2005, 11-29-2005; 01-23-2006, 03-01-2006, 10-01-2006; 2013/2014 revisions after new indexing standards became effective 07-01-2012

NCARD MINIMUM INDEXING STANDARDS

Effective 07-01-2012 (Exception of Wake County – effective 01-01-2014)

**NORTH CAROLINA ASSOCIATION
OF
REGISTERS OF DEEDS**

**MINIMUM STANDARDS FOR INDEXING
REAL PROPERTY INSTRUMENTS**

Effective Date: July 1, 2012
(Except in Wake County in Which the Rules Shall Become
Effective no Later Than 1/1/2014)

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1. STANDARD OF CARE AND INDEXING RULES

1.01 Standard of Care in User Index Searches

These rules are intended to promote predictability in the appearance and sorting of names in alphabetical indexes. Reliance on the procedures in these rules is not intended to define the standard of care for a reasonably careful and prudent user of a register's index. Users may be expected to search for names according to variations in appearance that should reasonably be anticipated.

1.02 Posting of Indexing Rules

Indexing rules shall be posted prominently together with the index. Included in the posted rules shall be, at a minimum:

- a. These Minimum Standards.
- b. Document type abbreviations.
- c. A description of the location of the public documents and indexes.
- d. Identification of previously applicable indexing rules, the dates during which such rules were used, and the location at which the rules can be reviewed.

2. CONSOLIDATED INDEX

2.01 Consolidated Real Property Index

- a. The register of deeds shall maintain a single index of all documents related to real property. Such an index shall be known as the "Consolidated Real Property Index" and shall be subdivided into an index for grantors and an index for grantees. Grantor and grantee indexes shall allow separate searches for human and non-human names. For indexing purposes human names are names apparently of individual human beings. Non-human names are names apparently of entities or organizations such as corporations, partnerships, government agencies, churches, schools, and charitable organizations. Names identified as trade names for sole proprietorships and other businesses or organizations are considered non-human names.
- b. Names in the Consolidated Real Property Index shall be indexed in a telephone-type listing, continuous alphabetical listing.

3. INDEXING PROCEDURES

3.01 Indexing Procedures for Spelling Variations and Illegibility

As set forth in G. S. 161-14.2, when instruments contain spelling variations between the typed or printed portions and signatures, partially illegible signatures, or information in the typed or printed portion not given by the signatures, the following procedures shall govern the indexing:

- a. When each word of the signature is legible and it gives the complete name of the party, the signature shall govern.
- b. When the signature is legible but initials or abbreviations are used, any additional information given by the printed or typed name and not in conflict with the signature shall govern.
- c. When none of the words in the signature are legible, the printed or typed name shall govern.
- d. When one or more of the words in the signature are legible, then the words that are legible shall govern; the words that appear in the printed or typed name shall govern over the words of the signature that are not legible.
- e. When the spelling of any word in a legible signature and the spelling of the corresponding word in the typed or printed name is at variance, and the variance would cause the entries to be made at different places in the index, then the instrument shall be indexed under both spellings.
- f. When a reasonable interpretation of an illegible word in a signature is at variance with the corresponding word in a typed or printed name and the variance would cause the entries to be made at different places in the index, then the instrument shall be indexed in both places.

3.02 Additional Name References

When the printed or typed portion of the signature block makes reference to an additional name through terms such as "also known as," "formerly known as," "now known as," or "doing business as," or their acronyms such as "AKA," "FKA," "NKA," or "DBA," only the name and the additional name shall be indexed, not the referential words or acronyms.

Example:

Signature name - Jane Smith

Typed name - Jane Smith (FKA Jane Simpson)

Index: SIMPSON JANE

Index: SMITH JANE

3.03 Name Format

The register of deeds shall assume that all names on a document are in the United States name convention of given name(s) followed by surname.

3.04 Index Names of All Parties

- a. Except as specified or allowed otherwise by the General Statutes, the names of each party to an instrument shall be indexed in the Consolidated Real Property Index, and the names of each party shall be entered into its proper alphabetical section or location of the index.
- b. Only one name shall be listed for each entry in the index. The system shall allow entry and display of a minimum of 70 characters (including spaces, punctuation, and other characters that are disregarded in the search routine according to these standards) for each of the following fields: (1) nonhuman name; (2) human surname(s); and (3) given name(s). The indexer shall not abbreviate human and non-human names that are not abbreviated in the document.

3.05 Standard Alphabetizing Procedures

- a. Alphabet - All entries shall use the English alphabet and shall be arranged alphabetically according to the order of the English alphabet. Umlauts, accents, dieresis and other diacritical marks in foreign languages shall not be used.
- b. Word by word - All entries shall be arranged word by word, alphabetizing character by character within the word. Alphabetizing shall begin with the first character of the first word and end with the last character of the last word. The principle of "nothing before something" shall be applied, considering the space between words a "nothing." Thus, a single letter or shorter word precedes a longer word beginning with the same letter or letters. When two or more entries begin with the same word, the entry will be arranged by the first different word.

Example:

```
AD VIDEO
ADAM INSTRUMENT INC
ADAMS BILT CO
ADAMS BILT LOT CO
ADVENT SPEAKERS INC
```

- c. Human Names - Human names shall be alphabetized on the basis of the surname followed by the given name(s).

Example:

SMITH JAMES
SMITH JOHN
SMITH JOHN E

- d. Non-Human Names - Non-human names shall be alphabetized on the basis of all words in the non-human name, word by word, character by character, in the order in which they appear in the document. A number, single letter, initial, or grouping of letters can be the first word of a non-human name.

Example:

WINSTON R AND P CO
WINSTON ROOF AND SIDING INC
WINSTON ROOFING AND GUTTERING CO
WINSTON ROOFING CO

- e. Numbers - Arabic numerals shall be used for numeric numbers. For the purposes of alphabetizing/sorting, a number consisting of one or more numerals shall be considered as a word.

Examples:

2 GUYS CO
23 STREET INC
4 PENNIES INC
40 THIEVES MARKET
401 AMOCO FOOD MARKET
4TH STREET OYSTER BAR INC

For purposes of alphabetizing/sorting, Roman numerals shall be considered as alphabetic characters and not numbers. A Roman numeral shall be considered as an alphabetical word.

Example:

Name - VIII Division Survivors Fund

Index: VIDEOFONICS INC
VIII DIVISION SURVIVORS FUND
VINYL WHOLESALE SUPPLY CO

3.06 Recognized Characters

Index entries for names shall only include the following characters, numerals and symbols, which shall be alphabetized according to ASCII sequence in the order shown here. Indexers should disregard any other symbols or marks that are part of the name. Diacritical marks appearing above, below or over a letter shall be ignored.

```
! " # $ % & ' ( ) * + , - . /
0 1 2 3 4 5 6 7 8 9
: ; < = > ? @
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
[ \ ] ^ _ ` { | } ~
```

Diacritical marks:

Example: Ö
Name: Freidrich Ródl
Index: RODL FREIDRICH

Example: Ñ
Name: Francisco Peña
Index: PENA FRANCISCO

Example: É
Name: René Theriot
Index: THERIOT RENE

3.07 Capital Letters

All letters in entries in the Consolidated Real Property Index shall appear in capitals.

3.08 Names Required by General Statutes

In addition to indexing names of parties as they appear in the document consistent with these rules, indexing shall comply with any requirements of the N.C. General Statutes.

4. NAMES

4.01 Surnames

Surnames shall be keyed into the index with the characters as they appear on the document. When a surname consists of two or more separate words separated by a hyphen, the surname shall be keyed into the index as it appears on the document. The surname shall appear in the index pursuant to Rule 7.10.

Example:

Name - Jane Smith-Simpson
Keyed: SMITH-SIMPSON JANE

4.02 Given Names

- a. Given names shall be keyed into the index with the characters as they appear on the document. Given names shall be listed in the order of first given name or initial, second given name (middle name) or initial, third given name or initial, etc.

Example:

Name - ROBERT M STEWART

Keyed: STEWART ROBERT M

- b. Compound Given Name - Given names with two or more words separated by a hyphen shall be keyed into the index as they appear on the document.

Example:

Name - Ann Mary-Margaret Hendon

Keyed: HENDON ANN MARY-MARGARET

4.03 Titles

Titles such as Reverend, Bishop, Dr., Major, Mr., Ms., Mrs., etc. shall not be keyed into the index as part of the human name unless (a) such title appears with a surname and no other given name, or (b) such title appears with only what appears on the face of the document to be the spouse's name.

Examples:

Name - Mrs. John Smith

Keyed: SMITH JOHN MRS.

Name - Mrs. Smith and Mr. Smith

Keyed: SMITH MR.

SMITH MRS.

Name - Major Smith

Keyed: SMITH MAJOR

4.04 Suffixes

A suffix denoting lineage such as Junior, Jr., Sr., II, III, etc., shall be placed after the last given name with no comma between the last given name and the suffix.

Example:

Name - William John Smith, III

Keyed: SMITH WILLIAM JOHN III

4.05 Surnames in Parentheses

When a human name containing what clearly appears to be an additional surname in parentheses before or after the surname [e.g., Jane Ann (Smith) Simpson, Jane Ann Simpson (Smith)], the name shall be keyed into the index by the surname not in parentheses and also by the surname that was in parentheses

(without parentheses). When indexing the surname not in parentheses, the surname that was in parentheses shall be considered and alphabetized as the last given name.

Example:

Name - Jane Ann (Smith) Simpson
Keyed: SIMPSON JANE ANN SMITH
SMITH JANE ANN SIMPSON

4.06 Professional Titles

Professional certifications or degrees showing a certain level or type of education such as CPA, DDS, and MD, shall be keyed into the index as a human name with the title excluded.

Example:

Name - John Smith, CPA
Keyed: SMITH JOHN

4.07 Single Word Human Names

A single word as a human name shall be considered as both the given name and the surname and shall be keyed into the index as both the given name and the surname.

Example:

Name - Topika
Keyed: TOPIKA TOPIKA

4.08 Estate Names

The names of estates containing human names shall be keyed into the index by the human name. Additional references to the estate are optional and if included shall not affect the alphabetical order of the human name being indexed.

Example:

Name - John Smith Estate
Keyed: SMITH JOHN

4.09 Trust Names

The names of trusts containing what clearly appear to be human names shall be keyed into the index both (a) as a non-human name and (b) by the human name contained within the trust. When indexing the human name for a trust, references to the trust are optional and if included shall not affect the alphabetical order of the human name being indexed.

Example:

Name - John Smith Revocable Trust
Keyed: JOHN SMITH REVOCABLE TRUST
SMITH JOHN

Name: John Smith and Mary Brown Revocable Trust
Keyed: JOHN SMITH AND MARY BROWN REVOCABLE TRUST
BROWN MARY
SMITH JOHN

4.10 Non-Human Names

Non-human names shall be keyed into the index with the characters as they appear on the document.

5. INDEX FORMAT

5.01 Sorting Order for Index

The location of an entry in the index shall be determined by the following sort order:

- 1st. Alphabetically according to human surname or non-human name
- 2nd. For human names alphabetically according to given name
- 3rd. Date registered

5.02 Trustee or Other Designated Status

When a party's human or non-human name as it appears in the document is clearly designated as an administrator/administratrix, attorney-in-fact, executor/executrix, or trustee, such status designation shall be set forth in a separate field but it shall not affect the name's alphabetical placement. Punctuation separating the name from the status shall not be keyed into the index.

Example:

Name: Richard M. Stewart, Trustee
Index: STEWART RICHARD M. TR

Name: Stewart Banking & Trust Company, Trustee
Index: STEWART BANKING & TRUST COMPANY TR

5.03 Index Information

Information returned in response to a query shall include the following categories of information, in any order:

- a. Indexed party - For a human name the index shall show the surname followed by the given name. If the indexed party is acting with a designated status as set forth in Rule 5.02, the status shall also be shown.
- b. Date registered - In numeric form of: two digit month/two digit day/four digit year (e.g., January 15, 2010 would appear as: 01/15/2010).
- c. Reverse party (grantee if indexed party is grantor; grantor if indexed party is grantee) - Only one name need be listed as reverse party; if there are more than one on the document only the first need be shown. If the reverse party is acting with a designated status as set forth in Rule 5.02 the status shall also be shown.
- d. Document type - As is apparent on the face of the document. Only one document type need be listed. A list of suggested type abbreviations is set forth in the Appendix to these standards. Although registers may use additional or different abbreviations use of the list in

* As of 5/18/2017 the status of BENEFICIARY is no longer designated in the index.

the Appendix is suggested to promote consistency and predictability. All document type abbreviations in use in the register's index shall be listed in the posted indexing rules according to Rule 1.02.

- e. Reference - The book and page location, with the book number listed first.
- f. Description - The index description is an abbreviation and approximation of information that appears in the document, which can be descriptive or reference information. Indexers do not supply or verify the provided information.
- g. PIN - In a county that uses an index by land parcel identification number (PIN), the PIN shall be shown as required by statute.

6. PLATS

6.01 Consolidated Real Property Index

Plats shall be indexed in the Consolidated Real Property Index except as otherwise provided by statute. Plats recorded as attachments to other recorded documents need not be separately indexed.

6.02 Owner

The owner of the property that is the subject of the plat, as shown on the plat, shall be indexed as a grantor.

6.03 Plat Title

The title of the plat shall be indexed as a grantor. A descriptive title (such as Singing Oaks, Part II) shall be indexed as a non-human name.

6.04 Condominium Plat

Indexing information for a condominium plat shall also include the following:

- a. The name of the condominium, as shown on the plat, as a non-human grantor.
- b. Reference to the book and page and date of recording of the condominium declaration, as shown on the plat.

7. MINIMUM FUNCTIONAL STANDARDS FOR ELECTRONIC INDEXES

Each register of deeds shall have an electronic indexing system (hereinafter "the system") of real property instruments for public use with the following functional standards. The functional standards required in this part 7 shall apply at least to all records for documents that have been registered beginning on the date on which minimum indexing standards adopted by the Department of Secretary of State pursuant to G.S. 147-54.3(b1) first became effective in the respective register of deed's office. This rule shall not be construed as prohibiting application of these functional standards to records for documents registered before such effective date. Registers may also choose to provide additional functions and features with electronic indexes as well as paper indexing resources.

7.01 Compliance with Standards

The system shall enable real estate instruments to appear in indexes that comply with the rules set forth in these Minimum Standards for Indexing.

7.02 Nonproprietary Data Storage and Accessibility

The system shall store data using open standards and architecture and each data set and table shall be well-documented, enabling conversion to a different system at the register of deeds' sole discretion without need for proprietary software, licenses, or approvals to which the register does not have full and irrevocable rights and access as part of the use agreement for the system.

7.03 Sortable Fields

The system shall enable public users to enter queries for names and view document-specific identification information for all documents for which matching names have been indexed as parties. In counties in which parcel identification numbers are used, as an indexing system in lieu of an alphabetical system, the system shall enable public users to view document-specific identification information for all documents for which matching parcel identification numbers have been indexed.

7.04 Search Result Narrowing Restrictions

The system shall enable public users to narrow their search results from the required sortable fields to within a range of registration dates. The system may, but is not required to, enable index users to further narrow their searches based on other fields and criteria.

7.05 Auto-Completion

The system shall include a drop-down automatic completion function that, at the searcher's option, suggests in the alphabetical sorted order at least five of any names that have been

indexed and that begin with the characters entered in the name query.

Examples:

Human surname query entry: J

Suggested names: Indexed human surnames beginning with J in alphabetical order

Human surname query entry: JEFF

Suggested names: Indexed human surnames beginning with JEFF in alphabetical order

Human surname query entry: JEFFERSON

Suggested names: Indexed human surnames with last name JEFFERSON, and if no surnames are indexed with following letters (such as JEFFERSONIAN), given names for JEFFERSON in alphabetical order such as ABRAHAM, ADAM, etc.

7.06 Soundex Suggestions

The system shall include a soundex function that, at the searcher's option, suggests to users names from the indexed names database that are pronounced similarly to the query entry but spelled differently, with at least the functional capability of the soundex coding rules of the U.S. Archives and Records Administration.

Examples:

Indexed entries: SMYTH

Returned for query but not necessarily limited to: SMITH

Indexed entries: GUITEREZ

Returned for query but not necessarily limited to: GUITERREZ

Indexed entry: FISTER

Returned for query but not necessarily limited to: PFISTER

7.07 Sorting Order

The names in each field shall be sorted in ASCII order as specified in Rule 3.06 following the standard alphabetizing procedures in Rule 3.05.

7.08 Allowable Name Length

The system shall allow entry and display of a minimum of 70 characters (including spaces, punctuation, and other characters that are disregarded in the search routine according to these standards) for each of the following fields: (1) nonhuman name; (2) human surname(s); and (3) given name(s). The system shall return the full information for all indexed entries that begin with the number of characters allowed.

7.09 Punctuation and Symbols

The system shall return results for queries both with and without regard to the presence of punctuation, symbols, and spaces within a name field.

Examples:

Indexed human surname name: VAN DER KAMPEN

Returned for queries but not necessarily limited to:

VAN DER KAMPEN
VAN DERKAMPEN
VANDERKAMPEN

Indexed human surname: SMITH-JAMES

Returned for queries but not necessarily limited to:

JAMES
SMITH JAMES
SMITH-JAMES
SMITHJAMES

Indexed nonhuman name: AT&T

Returned for queries but not necessarily limited to:

A T & T
AT& T
AT&T

Indexed nonhuman name: @{AUTO}

Returned for queries but not necessarily limited to:

@AUTO
@{AUTO}
AUTO
{AUTO}

Indexed human name: ROBERT (KIP) M. STEWART

Returned for queries but not necessarily limited to:

STEWART ROBERT (KIP) M.
STEWART ROBERT KIP M

Example applying the sorting order of Rule 7.07:

Same name on two documents: ROBERT (KIP) M. STEWART

Keyed under prior rules: STEWART ROBERT KIP M (DOC 1)

Keyed under these rules: STEWART ROBERT (KIP) M. (DOC 2)

Search query: STEWART ROBERT KIP M

Returns include:

STEWART	ROBERT KIP M	(DOC 1)
STEWART	ROBERTKIPM	(DOC 1)
STEWART	ROBERTKIPM	(DOC 2)

Search query: STEWART ROBERT (KIP) M.
Returns include:
STEWART ROBERT (KIP) M. (DOC 2)
STEWART ROBERTKIPM (DOC 1)
STEWART ROBERTKIPM (DOC 2)

7.10 Hyphenated Surname

When a surname is entered with two or more separate words separated by a hyphen, the system shall create a record (a) with the hyphen dropped and the previously hyphenated words as a surname and (b) with the last word alone as surname, and (c) as it was keyed into the index.

Example:

Surname entered: JANE SMITH-SIMPSON
Surname index records: SIMPSON JANE SMITH
SMITH SIMPSON JANE
SMITH-SIMPSON JANE

7.11 Words Beginning The, A, An

The system shall return entries for queries for a nonhuman name both with and without regard to the presence of the articles THE, A, or AN at the beginning of the indexed name or query.

7.12 Political Divisions

The system shall return results for queries that identify a political division and proper name without regard to the order in which the political division and proper name is given or the presence of "of": district, village, town, township, municipality, city, county, and state.

Example:

Indexed nonhuman name: VILLAGE OF PINEHURST
Returned for query but not necessarily limited to:
PINEHURST VILLAGE
PINEHURST VILLAGE OF
VILLAGE OF PINEHURST

7.13 Abbreviations

The system shall return results for queries that automatically associate characters with abbreviations and vice-versa.

Example:

Indexed nonhuman name: MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC
Returned for query but not necessarily limited to: MERS
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Indexed nonhuman name: MERS
Returned for query but not necessarily limited to: MERS
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

The abbreviations for which such equivalence shall be made shall include the following:

AND: &
ASSOCIATE, ASSOCIATES: ASSOC
ASSOCIATION: ASSN
BANK AND TRUST, BANK & TRUST: B&T
COMPANY, COMPANIES: CO
CONDOMINIUM: CONDO
CORPORATION: CORP
COUNTY: CNTY
DEPARTMENT: DEPT
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES: DENR
FINANCE: FIN
INCORPORATED: INC
INSURANCE: INS
LIMITED: LTD
LIMITED LIABILITY COMPANY: LLC
MORTGAGE: MTG
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS: MERS
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC: MERS
MOUNT: MT
NORTH CAROLINA: NC
PARTNER, PARTNERS: PTNR
PARTNERSHIP, PARTNERSHIPS: PTNRP
SAINT: ST
SAVINGS AND LOAN, SAVINGS & LOAN: S&L
UNITED STATES: USA AND US
US STATE NAMES: U.S. POSTAL SERVICE two-letter abbreviations

The system shall enable the register of deeds to enter additional automatic equivalencies.

Appendix

RECOMMENDED INSTRUMENT TYPE ABBREVIATIONS

AFFIDAVIT	AFFT
AGREEMENT	AGMT
ASSIGNMENT	ASGMT
ASSUMED NAME	A/N
BANKRUPTCY	BKCY
CERTIFICATE	CERT
CONDOMINIUM	CONDO
CONSENT	CONST
DECLARATION	DECL
DEED	DEED
DEED OF TRUST	D/T
FORECLOSURE	FCL
GRAVE REMOVAL	GRAVE
JUDGMENT	JGMT
LEASE	LEASE
MEMORANDUM	MEMO
MORTGAGE	MTG
NOTARY COMMISSION	NTRY
NOTICE	NOTCE
ORDER	ORDER
ORDINANCE	ORD
PARTIAL RELEASE	P/REL
PARTIAL SATISFACTION	P/SAT
PLAT	PLAT
POWER OF ATTORNEY	P/A
RELEASE	REL
RESCISSION	RECIS
RESTRICTIONS	RESTR
RIGHT OF WAY	R/W
SATISFACTION	SAT
SEE INSTRUMENT	S/INS
SUBSTITUTION TRUSTEE	S/TR
UNIFORM COMMERCIAL CODE	UCC

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I.
CORRECTIONS
TO
PERMANENT
INDEX
RECORDS

CORRECTIONS TO REAL PROPERTY INDEX

If an indexing error or omission is discovered by the Register or brought to the Register's attention, the Register should correct the error in such a manner to allow someone searching the index thereafter to see the correct information. The searcher must be able to determine for a period of time the index provided incorrect information, in order to protect the person who may have relied on the erroneous record or index entry and whose rights may have been affected by that reliance.

An audit trail should be created and maintained in the real property index to include:

- The date and time of the correction
- A note of correction stating the nature of the error
- Some notation that indicates the time period during which the error existed

*Any paper index for which the Register maintains within the office should be corrected, dated and initialed.

It is further recommended that the Register create an administrative notice when making a correction to the land records index. The notice should be recorded on the date the correction is made. All notices should contain the description of the error, original grantors and grantees, date of the original recording, original book and page, and instrument type. The notice must provide the corrected information which will now appear in the index.

*Please see attached example: Administrative Notice

**SAMPLE FORM
DOCUMENTING
INDEX
CORRECTIONS**

**ADMINISTRATIVE NOTICE
FOR THE PURPOSE OF CORRECTING INDEXING ERRORS
IN THE REAL PROPERTY INDEX**

DESCRIPTION OF ERROR:

ERROR DISCOVERED BY: _____

ORIGINAL ENTRY AS:

GRANTOR(S):

GRANTEE(S):

ORIGINAL FILING DATE: ____/____/____ ORIGINAL BOOK/PAGE: ____/____

INSTRUMENT TYPE: _____

NEW ENTRY AS: (how index will now appear)

GRANTOR(S):

GRANTEE(S):

DATE CORRECTED: ____/____/____ NEW BOOK/PAGE: ____/____

ATTACHMENT _____

BY: _____ TITLE: Asst./Deputy/Registrar

A variation of this form may be used to correct recording errors made by the filing office.

II.

**ARTICLES,
CERTIFICATES,
AND
NAME
REGISTRATION**

ARTICLES
OF
INCORPORATION

ARTICLES OF INCORPORATION

The name of the corporation shall be indexed as a grantor, if the articles are recorded in the office of the register of deeds.

On the following example:

Grantors:

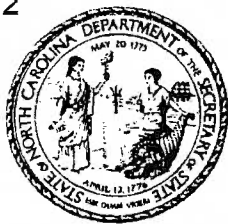
IJAMES HERITAGE FARM, INC.

MCINNIS REBA G.

MCINNIS TODD W.

Grantee:

NONE



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

IJAMES HERITAGE FARM, INC.

the original of which was filed in this office on the 25th day of June, 2008.

04789

FILED FOR REGISTRATION
JULY 1, 2008 4:49 P.M.
DATE TIME
AND RECORDED IN BOOK 763 PAGE 712
M. BRENT SHOAF, REGISTER OF DEEDS
DAVE COUNTY, NC
BY *Cynthia C. Whitaker*
DEPUTY



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 25th day of June, 2008

Elaine F. Marshall
Secretary of State

Document Id: C20081750050
2

Return: 367 Sheffield Rd, Mocksville, NC

SOSID: 1050813
Date Filed: 6/25/2008 1:40:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200817500502

**State of North Carolina
Department of the Secretary of State**

**ARTICLES OF INCORPORATION
NONPROFIT CORPORATION**


Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the corporation is: James Heritage Farm, Inc.
2. (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).
3. The street address and county of the initial registered office of the corporation is:
367 Sheffield Road,
Mocksville, NC 27028
Davie County
4. The mailing address *if different from the street address* of the initial registered office is: same as above
5. The name of the initial registered agent is:
Reba G. McInnis
6. The name and address of each incorporator is as follows:
Reba G. McInnis
367 Sheffield Road
Mocksville, NC 27028
Davie County

Todd W. McInnis
367 Sheffield Road
Mocksville, NC 27028
Davie County
7. (Check either a or b below.)
a. ☒ The corporation will have members.
b. ☐ The corporation will not have members.
8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

9. Any other provisions which the corporation elects to include are attached.
10. The street address and county of the principal office of the corporation is:
367 Sheffield Road
Mocksville, NC 27028
Davie County
11. The mailing address *if different from the street address* of the principal office is:
same as above
12. These articles will be effective upon filing, unless a later time and/or date is specified:

This is the 19 day of June, 2008.


Reba G. McInnis
President

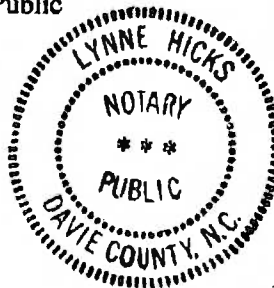
State of North Carolina
County of Davie

I, Lynne Hicks, a Notary Public for said County, do hereby certify that Reba G. McInnis personally appeared before me and duly acknowledged the execution of the foregoing and attached instrument for the purposes expressed therein.

Witness my hand and seal, this the 19th day of June, 2008.


Notary Public

My Commission expires: 25 Sept 2011
25 September 2011



PROVISION FOR DISSOLUTION OF ANY CORPORATE ASSETS OF
IJAMES HERITAGE FARM, INC.

The real property where IJames Heritage Farm, Inc., will operate is a portion of farmland which has been continuously owned by some member of the IJames family since the 1800's. Family history says that the farm has been in continuous operation since 1818. We anticipate that the corporation will lease as much as this family farm as possible, and do not anticipate that any ownership interest in any significant property will be acquired by the corporation. Anticipated corporate assets would be such items considered consumables, such as office supplies and products which we anticipate using in the course of our programming, such as apples from which to make apple cider to serve visitors who may come.

Our goal is to have a working farm with which we can show visitors how life was in the time period from 1860 - 1920 or so, before electricity and those things considered necessities now. We plan to include demonstrations of such things as cider and molasses making.

We hope that the corporation will be continued perhaps by our family after we are gone, but if and when it eventually dissolves, then those things owned by us or other family would be returned to those original owners or their estates. Any consumables remaining would be donated to a local charity that involves local history.

CERTIFICATE

OF

MERGER

CERTIFICATE/CERTIFICATION OF MERGER

The name of the merging corporation is indexed as grantor and the name of the surviving corporation is indexed as grantee.

On the following example:

Grantor:

MID CAROLINA BANK NC

Grantee:

AMERICAN NATIONAL BANK AND TRUST COMPANY US

0863
0971

BK 863 PG 971

03469

FILED FOR REGISTRATION
JULY 20, 2011 9:28 A.M.
DATE TIME
AND RECORDED IN BOOK 863 PAGE 971
M. BRENT SHOAF, REGISTER OF DEEDS
DAVE COUNTY, NC
BY *[Signature]*
DEPUTY

ENV

North Carolina Department of The Secretary of State

CERTIFICATION OF MERGER

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify that on the 30th day of June, 2011, Articles of Merger, or copies of Articles of Merger, duly authenticated by the proper officer of the state or country under the laws of which a statutory merger was affected, were filed in this office

MERGING

MID CAROLINA BANK NC

INTO

AMERICAN NATIONAL BANK AND TRUST COMPANY US

The name of the surviving corporation was changed by virtue of said merger to: N/A

The effective time of said merger, if different from the time of filing was:
July 1, 2011

The surviving corporation has not filed an application for certificate of withdrawal and continues to be in existence in this State as of the date of this certificate.

I FURTHER certify that this certificate is in compliance with North Carolina General Statutes §55D-26 and may be recorded in the office of the Register of Deeds in the same manner as deeds, the name of the surviving corporation appearing in the "Grantee" index.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of July, 2011.

Elaine F. Marshall

Secretary of State

Certification# 91782138-1 Reference# 10651149-cs Page: 1 of 1
Verify this certificate online at www.secretary.state.nc.us/verification

CERTIFICATE OF

ASSUMED NAME

CERTIFICATE OF ASSUMED NAME

The name of the person or corporation executing the assumed name certificate and the assumed name shall be indexed on the grantor index.

Example #1 (Non-Corporate)

Grantors:

MASHIARA GRAPHICS

BELLINGER MICHELLE

Grantees:

NONE

Example #2 (LLC)

Grantors:

A MATTER OF TASTE BAKERY

A MATTER OF TASTE BAKERY AND DESSERT CAFE, LLC

Grantees:

NONE

Example #3 (Corporate)

Grantors:

BENFIELD SANITATION SERVICES

BENFIELD JEFFREY W.

COUNTY GARBAGE COLLECTORS, INC.

Grantees:

NONE

FILED FOR REGISTRATION
JANUARY 7, 2013 11:49 AM
DATE TIME
AND RECORDED IN BOOK 913 PAGE 576
M. BRENT SHOAF, REGISTER OF DEEDS
DAVIE COUNTY, NC
BY Robert A. Vester
ASSISTANT

State of North Carolina
County of Davie

**CERTIFICATE OF ASSUMED NAME FOR A
SOLE PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP**

(1) The assumed name under which business will be conducted is:

Mashitara Graphics

(2) This business is a (check one):

☒ Sole Proprietorship ☐ Partnership ☐ Limited Partnership

(3) The name(s) and address of all owners of said business is/are (owner for sole proprietorship;

general partners for all partnerships):

mail: Michelle Bellinger
311 King Crabby Blvd.
Berinda Rtn, NC 27006

IN WITNESS WHEREOF, this certificate is signed by each of the owners of said business, this
the 07 day of January, 2013.

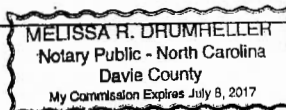
Michelle Bellinger

STATE OF NORTH CAROLINA, COUNTY OF Davie

I, Melissa R. Drumheller a Notary Public in
and for the County and State aforesaid, do hereby certify that Michelle
Bellinger this day personally appeared before
me and acknowledged the execution of the foregoing instrument for the purpose therein
expressed. Witness my hand and official seal this the 7 day of JANUARY,
2013.

My Commission Expires: 7-8-17

Melissa R. Drumheller
NOTARY PUBLIC



FILED FOR REGISTRATION
JUNE 26, 2012 11:58 AM
DATE TIME
AND RECORDED IN BOOK 894 PAGE 685
M. BRENT SHOAF, REGISTER OF DEEDS
DAVIE COUNTY, NC
BY: Hannah O. Beller
DEPUTY

STATE OF NORTH CAROLINA
COUNTY OF DAVIE

**CERTIFICATE OF ASSUMED NAME FOR A LIMITED LIABILITY
COMPANY (LLC)**

The undersigned LLC, proposing to engage in business in Davie
County, North Carolina, under an assumed name other than its LLC name,
hereby certifies that:

1. The name under which the business is to be conducted is:

A Matter of Taste Bakery

2. The name and address of the owner(s) of such business is (are): (Give
the name and address of the LLC.)

A Matter of Taste Bakery and Dessert Cafe, LLC

Shipping: 629 Beauchamp Rd. Mail: PO Box 2217

Advance, NC 27006

Advance, NC 27006

In witness whereof, this certificate is signed in the name of the LLC by its
manager(s), this 26th day of June, 2012

(Seal)

By: Nicole Potts

(Manager)

(Seal)

By: _____

(Manager)

(Seal)

By: _____

(Manager)

STATE OF NORTH CAROLINA, COUNTY OF Davie

I, Joie Robinson, a Notary Public, do
hereby certify that Nicole Potts
manager(s) of A Matter of Taste Bakery LLC,
personally appeared before me this 26th day of June, 2012,
and that they signed the foregoing certificate on behalf of the LLC.

Witness my hand and official seal, this the 26th day of June, 2012

My commission expires June 10, 2015

Joie Robinson
Notary Public
JOIE ROBINSON
NOTARY PUBLIC
DAVIE COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES JUNE 10, 2015

0854
0180

BK 854 PG 180

01280

3

FILED FOR REGISTRATION
MARCH 9, 2011 9:33 A.M.
DATE TIME
AND RECORDED IN BOOK 854 PAGE 180
M. BRENT SHOAF, REGISTER OF DEEDS
DAVIE COUNTY, NC
[Signature]
DEPUTY

END

Prepared by and return to: Anthony S. Privette, PMKPES
P.O. Drawer 1776, Statesville, NC 28687

CORPORATE CERTIFICATE OF ASSUMED NAME

The undersigned corporation, proposing to engage in business in Davie County, North Carolina, under as assumed name other than its corporate name, hereby certifies that:

1. The name under which the business is to be conducted is:
Benfield Sanitation Services
2. The names and address of the owner(s) of the business is(are):
Jeffrey W. Benfield 282 Scotts Creek Road, Statesville, NC 28625
County Garbage Collectors, Inc. 282 Scotts Creek Road, Statesville, North Carolina, 28625

In Witness Whereof, this certificate is signed in the name of the corporation by its
_____ president, this 3rd day of March, 2011.

By: *[Signature]*
Jeffrey W. Benfield, President

NORTH CAROLINA
IREDELL COUNTY

I certify that the following person(s) personally appeared before me this day, and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeffrey W. Benfield, President, of County Garbage Collectors, Inc.

☒ I have personal knowledge of the identity of the principal(s)

☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a

☐ A credible witness has sworn to the identity of the principal(s)

Date: March 3, 2011

[Signature]
Madonna A. Barber
Notary Public

My commission expires: 09/22/2013



CERTIFICATE
OF
WITHDRAWAL
OF
ASSUMED NAME

CERTIFICATE OF WITHDRAWAL
OF ASSUMED NAME

The name of the person or corporation withdrawing the assumed name and the assumed name that is being withdrawn shall be indexed on the grantor index.

On the following example:

Grantors:

TIENDA HISPANA SANTA ROSE

BONILLA SONIA ESPERANZA

BONILLA SONIA E

Grantees:

NONE

03836

FILED FOR REGISTRATION
AUGUST 9, 2011 4:46 P.M.
DATE TIME
AND RECORDED IN BOOK 865 PAGE 663
M. BRENT SHOAF, REGISTER OF DEEDS
DAVE COUNTY, NC
Brent Shoaf
DEPUTY

State of North Carolina
County of Davie County

WITHDRAWAL OF ASSUMED NAME FOR A SOLE
PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP

- (1) The Assumed Name being withdrawn is: Tienda his pana Santa Rosa
- (2) This business is a (check one):
☒ Sole Proprietorship ☐ Partnership ☒ Limited Partnership
- (3) The Certificate of Assumed Name was originally filed in Davie
County on 5 day of August, 2011.
- (4) The effective date of the withdrawal is 9th day of August, 2011.
- (5) The following owners have ceased engaging in business under the aforementioned
assumed name (give the name and address of each owner):
Sonia Esperanza Bonilla
362 MichacAS RD
Mocksville NC 27028

unfiled
to:

IN WITNESS WHEREOF, this certificate is signed by each of the owners of said
business, this 8-9-2011 day of August, 2011.

Sonia E Bonilla

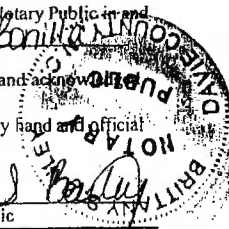
STATE OF NORTH CAROLINA, COUNTY OF DAVIE

I, Brittany S. Baul, a Notary Public in and
for the County and State aforesaid, do hereby certify that Sonia Esperanza Bonilla
(Name)

_____ this day personally appeared before me and acknowledged
(Title)
the execution of the foregoing instrument for the purpose therein expressed. Witness my hand and official
seal this 9 day of Aug, 2011.

My Commission Expires: 8/11/2013

Brittany S. Baul
Notary Public



III.

NOTICES

NOTICE OF BANKRUPTCY
AND
NOTICE OF BANKRUPTCY TERMINATION

NOTICE OF BANKRUPTCY

Bankruptcy notices are indexed on the grantor index in the names of the debtor/s.

On the following example:

Grantor:

SAWYERS JAMES DEAN

Grantee:

NONE

NOTICE OF BANKRUPTCY TERMINATION

A notice of termination for a bankruptcy case is indexed on the grantor index in the names of the debtor/s.

Grantor:

CHILDRESS DANA JEAN

Grantee:

NONE

KUB-ck

BK 1433 PG 660 - 660 (1)

This document presented and filed:

02/13/2013 10:24:15 AM

Fee \$26.00

604693



Surry County North Carolina
CAROLYN M. COMER, Register of Deeds

[Handwritten initials]

NOTICE

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA

In Re:

JAMES DEAN SAWYERS
259 LONDON LANE &
191 BELTON RD
MT AIRY NC

Debtor(s)

Chapter 13

B-12-51157 C-13W

NOTICE is hereby given that the above-named debtor(s) filed a plan under Chapter 13 of the Bankruptcy Code under which the undersigned has been duly appointed, qualified and is acting as Standing Trustee and pursuant to an Order entered in said case, the undersigned hereby gives notice that the above debtor(s) may not convey, transfer, assign and further encumber any real property owned without approval of the Court. This notice shall terminate 60 months from the date recorded unless earlier terminated.

SURRY

County

December 17, 2012

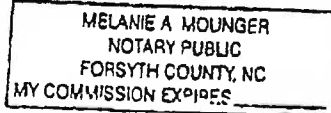
[Signature]
Kathryn L. Bringle
Standing Trustee
(336) 722-1139

STATE OF NORTH CAROLINA
FORSYTH COUNTY

I, Melanie A. Mounger, a Notary Public, do hereby certify that Kathryn L. Bringle, Standing Trustee, personally appeared before me and acknowledged the execution of the foregoing NOTICE.

Witness my hand and official seal, this the 17th day of December, 2012

My commission expires:
December 28, 2012



[Signature]
Notary Public

KLB-ck

BK 1429 PG 59 - 59 (1)

This document presented and filed:

01/04/2013 10:20:29 AM

Fee \$26.00

603529



Surry County North Carolina
CAROLYN M. COMER, Register of Deeds

JKC

ST-20

(Rev. 6/02)

NOTICE OF TERMINATION
UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA

In Re:

DANA JEAN CHILDRESS
237 Cameron Lane
Mount Airy, NC

Debtor(s)

) Chapter 13
)
) B-09-51003 C-13W
)
)

The above-named debtor(s) filed a plan under the Chapter 13 of the Bankruptcy Code and the undersigned, having been duly appointed and qualified as Standing Trustee and pursuant to an order entered in said case, hereby gives notice that said case has been terminated and concluded and the above debtor(s) may convey, transfer, assign and encumber any real property without approval of the Court

STATE OF NORTH CAROLINA
Surry COUNTY
December 6, 2012

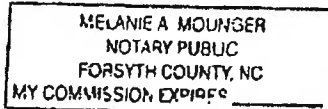
Kathryn L. Bringle
Standing Trustee
(336) 722-1139

STATE OF NORTH CAROLINA
FORSYTH COUNTY

I, Melanie A Mounger, A Notary Public, do hereby certify that Kathryn L. Bringle, Standing Trustee, personally appeared before me and acknowledged the execution of the foregoing NOTICE.

Witness my hand and official seal, this the 6th day of December, 2012.

My commission expires:
December 28, 2012



[Signature]
Notary Public

NOTICE OF CLAIM

NOTICE OF CLAIM

A notice of claim is a special type of instrument. Chapter 47B of the general statutes covers these notices and provides detailed index instructions. The names of the record owner/property owners and all other names listed are cross indexed if not specified on instrument.

On the following example:

GRANTOR:

SMV EDEN LLC
INPRO CORPORATION
OMNI WORKSPACE CO.
HWM OFFICE ENVIRONMENTS INC.

GRANTEE:

SMV EDEN LLC
INPRO CORPORATION
OMNI WORKSPACE CO.
HWM OFFICE ENVIRONMENTS INC.

**NOTICE OF CLAIM OF LIEN AGAINST FUNDS
BY FIRST TIER SUBCONTRACTOR**

Property Owner: SMV Eden LLC
c/o Cammebys International LTD
45 Broadway FL 25
New York NY 10006-3777

Contractor: InPro Corporation AND Omni Workspace Co.
S80 W18766 Apollo Drive 2760 Pacific Drive
Muskego WI 53150 Norcross GA 30071

First Tier Subcontractor: HWM Office Environments Inc.
3915 Beryl Road
Raleigh NC 27607

General description of real property where labor performed or material furnished:

Services performed at Brian Center Health and Rehabilitation Center located at 226 North Oakland Avenue, Eden NC 27288.

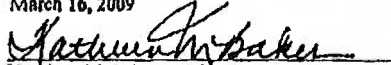
General description of undersigned lien claimant's contract including the names of the parties thereto:

Contract between HWM Office Environments Inc. and InPro Corporation/Omni Workspace Co. for labor associated with the installation of wall protection and handrails.

The amount of lien claimed pursuant to the above described contract: \$12,365.25.

The undersigned lien claimant gives notice of claim of lien pursuant to North Carolina law and claims all rights of subrogation to which he is entitled under Part 2 of Article 2 of Chapter 44A of the General Statutes of North Carolina.

March 16, 2009


Kathleen M. Baker, President
HWM Office Environments Inc.
3915 Beryl Road
Raleigh NC 27607

Prepared by:	HWM Office Environments Inc.
Return to:	HWM Office Environments Inc. 3915 Beryl Road Raleigh NC 27607

NOTICE OF FORECLOSURE

NOTICE OF FORECLOSURE

G.S. 45-38 specifies the information that must be contained in the notice of foreclosure. Index the names of the original parties to the original instrument foreclosed, and the recording data for the instrument foreclosed in the description column. The notice of foreclosure shall be indexed by the Register of Deeds as a subsequent instrument in accordance with G.S. 161.14-1.

On the following example:

GRANTORS:

NATIONWIDE TRUSTEES SERVICES, INC. TR
LANKFORD LORI R.

GRANTEES:

CAMPBELL HUGH B. III TR
1ST CHOICE MORTGAGE / EQUITY CORP. OF LEXINGTON
BANK OF AMERICA, N.A.
BAC HOME LOANS SERVICING, LP
COUNTRYWIDE HOME LOANS SERVICING, LP
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BK 1442 PG 282 - 282 (1)

This document presented and filed:

04/24/2013 10:04:02 AM

Fee \$26.00

606868



Surry County North Carolina
CAROLYN M. COMER, Register of Deeds

[Signature]

RETURN TO:

Nationwide Trustee Services, Inc.
1587 Northeast Expressway
Atlanta, GA 30329

Our File No.: 432.1001765NC (M)

Lori R. Lankford
419 Pinecrest Drive, Mount Airy, NC 27030

NORTH CAROLINA

NOTICE OF FORECLOSURE OF A

SURRY COUNTY

DEED OF TRUST

I, Matressa Morris, Assistant Vice-President of Nationwide Trustee Services, Inc., Substitute Trustee, certify on this 16th day of April, 2013 that the debt or other obligation in the amount of \$144,993.00 secured by the Deed of Trust executed by Lori R. Lankford, Grantor(s), Hugh B. Campbell, III, Trustee(s), 1st Choice Mortgage/Equity Corp. of Lexington, Beneficiary and recorded in Surry County, in Book 1265 at Page 502, was last assigned to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING, LP, and was foreclosed on by an Order dated February 29, 2012, was sold pursuant to Order of Foreclosure entered in 10 SP 423 to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING, LP, with bid having been assigned to Secretary of Housing and Urban Development at public sale for the sum of \$183,153.58 and is evidenced by Deed recorded on January 02, 2013 in Book 1428, Page 858, Surry County Registry.

[Signature]
Matressa Morris as Assistant Vice-President of Nationwide Trustee Services,
Inc.
Substitute Trustee

STATE OF GEORGIA)
COUNTY OF FULTON)

ACKNOWLEDGEMENT

I, Ronald Key, a Notary Public of the county and State aforesaid, certify that Matressa Morris personally appeared before me this day and acknowledged that he (or she) is Assistant Vice-President of Nationwide Trustee Services, Inc., Substitute Trustee, and that he (or she) is authorized to do so, executed the foregoing attached instrument on behalf of our LLC.

WITNESS my hand and notary stamp or seal this 16th day of April, 2013.

[Signature]
Notary Public

My Commission Expires: November 28, 2014



NOTICE OF REQUEST / REQUEST FOR
NOTICE OF SALE OF FORECLOSURE

NOTICE OF REQUEST / REQUEST FOR NOTICE OF SALE OF FORECLOSURE

G.S. 45-21.17A (b) provided clear instructions on indexing these instruments. A request for notice of sale or foreclosure is indexed on the grantor index in the names of the debtors on the original deed of trust and also in names of the persons making the request.

NOTE: Rules for indexing a request for Notice are contained in G.S. 45-21.17A (b). G.S. 161.14.1 addresses indexing procedures for subsequent instruments and a request of notice would fall under G.S. 161 -14.1 and also must be indexed as a subsequent instrument. Each index entry for the request for notice must refer to the book and page number of the original instrument. The original book and page number must be entered in the description or field.

On the following example:

GRANTORS:

HIATT-PITTS TERESA
HIATT PITTS TERESA
PITTS TERESA HIATT
PITTS JAMES H.
NIETO SARAH
NORTH CAROLINA HOUSING FINANCE AGENCY

(NOTE) SYSTEM SHOULD AUTOMATICALLY PICK UP ADDITIONAL
NAME WHEN USING HYPENATED NAMES

GRANTEE:

SELF-HELP CREDIT UNION
SELF-HELP SERVICES CORPORATION TR

CCCS

CK



Doc No: 898609
Recorded: 07/18/2012 at 10:49:24 AM
Fee Amt: \$26.00 Page 1 of 1

Surry County North Carolina
Carolyn M. Comer Reg of Deeds

bk 1408 Pg 466

Prepared By: Ronda G. Moore, a NC licensed attorney
NC Housing Finance Agency P.O. Box 28066, Raleigh, NC 27611-8066

Return to: Neil Caldwell
NC Housing Finance Agency P.O. Box 28066, Raleigh, NC 27611-8066

REQUEST FOR NOTICE

NORTH CAROLINA
SURRY COUNTY

In accordance with the provisions of N.C.G.S. 45-21.17A, request is hereby made that a copy of any notice of sale under the deed of trust recorded on 07/23/2003, in Book 959, Page 681, Surry County Registry, executed by Teresa Hiatt-Pitts and James H. Pitts, in which Self-Help Credit Union, is named as Beneficiary, and Self-Help Services Corporation, as Trustee, be mailed to the following address:

North Carolina Housing Finance Agency
Attention: Servicing Department
P.O. Box 28066, Raleigh, NC 27611-8066

This the 16th day of July, 2012.

Signature: Sarah Nieto
Print Name: Sarah Nieto

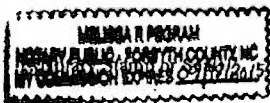
STATE OF NORTH CAROLINA
COUNTY OF Franklin

I, Melissa R. Pegram, a Notary Public of the County and State aforesaid, certify that Sarah Nieto, personally came before me this day and acknowledged to me that he/she signed the foregoing for the purposes stated therein.

Witness my hand and official stamp or seal, this the 16th day of July, 2012.

Melissa R. Pegram
Notary Public's Signature
Melissa R. Pegram
Print Name (Notary Public)

My Commission Expires: 09/18/2015



261, JMK

NOTICE OF DEFAULT

&

TERMINATION OF TIME SHARE INTEREST

NOTICE OF DEFAULT & TERMINATION OF TIME
SHARE INTEREST

The following instrument is recorded to prove notice of a default on the termination of a time share agreement. All parties should be indexed as grantors. The document type may be shown as "Notice".

On the following Example:

GRANTOR:

HUTAFF MARCUP P.
HUTAFF LYNN R.
PEPPERTREE-ATLANTIC BEACH ASSOCIATES
ATLANTIC BEACH ENTERPRISES, INC.
PEPPERTREE RESORT VILLAS, INC.

GRANTEE:

NONE



FILE # 1442370

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

[Signature]
Joy Laurence, Register of Deeds
Asst. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Joy Laurence
Carteret County, NC
April 05, 2013 02:26:12 PM
BWC NOTICE 2 P
FEE: \$26.00
FILE # 1442370

Prepared by and Return to:
Catherine Claussen
Festiva Development Group, LLC
39 Patton Avenue
Asheville, NC 28801

STATE OF NORTH CAROLINA)
COUNTY OF CARTERET)

NOTICE OF TERMINATION OF TIME SHARE INSTRUMENT

KNOW, ALL MEN BY THESE PRESENTS, that Peppertree Resort Villas, Inc., a North Carolina Corporation, (hereinafter referred to as "Seller"), successor in interest to Peppertree-Atlantic Beach Associates, a North Carolina limited partnership, and Atlantic Beach Enterprises, Inc., hereby gives notice of termination of that certain purchase contract (hereinafter "Contract") executed by and between Marcus P. Hutaff and Lynn R. Hutaff, (hereinafter referred to as "Buyer") and Seller for the purchase of the following described property, to-wit:

Unit 09C, Week 33, in Peppertree Atlantic Beach Villas, according to the Declaration of Condominium as recorded in Book UO39 at Page 465 in the Office of the Register of Deeds for Carteret County, North Carolina, as may be amended from time to time (hereinafter "Unit Week").

Buyer's interest in said Unit Week is further referenced in a Time Share Instrument recorded on 03/18/1997 in Deed Book 794 at Page 74 in the Office of the Register of Deeds for Carteret County.

NOW, THEREFORE, Seller hereby gives notice of the termination of the Contract, the termination of the Time Share Instrument, and of the reversion of the beneficial interest in and to said Unit Week to Seller. This document is being recorded for the purpose of notifying all subsequent purchasers of the termination of Buyer's interest in said Unit Week(s).

BOOK 1442 PAGE 370

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized corporate officer this March 26, 2013.

Peppertree Resort Villas, Inc., a North Carolina corporation

By: Yvette S. Smith
Yvette Smith, Authorized Agent

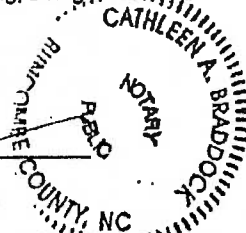
STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

PROBATE

I, Cathleen A. Braddock a Notary Public in and for the County and State aforesaid, do hereby certify that Yvette S. Smith, personally appeared before me this day and acknowledged that she is Authorized Agent of Peppertree Resort Villas, Inc., a North Carolina corporation, and that she, as Director-Deeding, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal, this March 26, 2013

Cathleen A. Braddock
Notary Public
My commission expires: 08/31/2016



NOTICE OF DENIED LIEN OR
ENCUMBRANCE FILING
NOTICE OF DENIED LIEN

(SOVEREIGN CITIZEN)

NOTICE OF DENIED LIEN OR ENCUMBRANCE FILING
NOTICE OF DENIED LIEN (SOVEREIGN CITIZEN)

GRANTOR:

PARTY FILING LIEN/ENCUMBRANCE (SEE ATTACHED FORM)

GRANTEE:

PARTY/PARTIES AGAINST WHOM CLAIM IS FILED (SEE ATTACHED FORM)

NOTE: If Notice of Denied Lien or Encumbrance filing is filed on the Secretary of States form, NO FILING FEE shall be collected. (See form attached) G.S. 14-118.6(b) HB 92 S.L. 2012-410.

NOTICE OF DENIED LIEN OR ENCUMBRANCE FILING

North Carolina General Statute § 14-118.6

THIS NOTICE OF DENIED LIEN OR ENCUMBRANCE FILING SHALL NOT ITSELF CONSTITUTE A LIEN OR ENCUMBRANCE.

Pursuant to the authority granted in N.C.G.S. 14-118.6, the Register of Deeds of _____ County has determined that a reasonable suspicion exists that the following requested lien/or encumbrance filing is false.

Name and Address of Party Attempting to File Lien or Encumbrance: _____

Party or Parties against whom Lien or Encumbrance is being claimed: _____

Date of Register of Deeds' Refusal to File Lien or Encumbrance: _____

The Real Property against which the lien or encumbrance is claimed is described in an instrument of record in _____ County, NC, Deed Book _____, Page _____

Tax Parcel Number _____

The Personal Property against which the lien or encumbrance is claimed is identified as follows:

Date: _____

Printed Name of Party Attempting to File Lien or Encumbrance

Signature of Party Attempting to File Lien or Encumbrance

County, North Carolina
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Name(s) of principal(s)
Date: _____

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's printed or typed name

My commission expires: _____

G.S. § 14-118.6 Filing false lien or encumbrance

a) It shall be unlawful for any person to present for filing in a public record or a private record generally available to the public a false lien or encumbrance against the real or personal property of a public officer or public employee on account of the performance of the public officer or public employee's official duties, knowing or having reason to know that the lien or encumbrance is false or contains a materially false, fictitious, or fraudulent statement or representation. Any person who violates this subsection shall be guilty of a Class I felony.

(b) In the case of a lien or encumbrance presented to the register of deeds for filing, if the register of deeds has a reasonable suspicion that the lien or encumbrance is false, the register of deeds may refuse to file the lien or encumbrance. Neither the register of deeds nor any other entity shall be liable for filing or refusing to file a lien or encumbrance under this section. If the filing of the lien or encumbrance is denied, the register of deeds shall allow the filing of a Notice of Denied Lien or Encumbrance Filing on a form adopted by the Secretary of State. The Notice of Denied Lien or Encumbrance Filing shall not itself constitute a lien or encumbrance. If the filing of the lien or encumbrance is denied, any interested person may file a special proceeding in the county where the filing was denied within ten (10) business days of the filing of the Notice of Denied Lien or Encumbrance Filing asking the court to find that the proposed filing has a statutory or contractual basis and to order that the document be filed. If, after hearing, upon a minimum of five (5) days' notice and opportunity to be heard to all interested persons and all persons claiming an ownership interest in the property, the court finds that there is a statutory or contractual basis for the proposed filing, the court shall order the document filed. A lien or encumbrance filed upon order of the court under this subsection shall have a priority interest as of the time of the filing of the Notice of Denied Lien or Encumbrance Filing. If the court finds that there is no statutory or contractual basis for the proposed filing, the court shall order that the proposed filing is null and void and that it shall not be filed, indexed, or recorded and a copy of that order shall be filed by the register of deeds that originally denied the filing. The review by the judge under this subsection shall not be deemed a finding as to any underlying claim of the parties involved. If a special proceeding is not filed under this subsection within ten (10) business days of the filing of the Notice of Denied Lien or Encumbrance Filing, the lien or encumbrance is deemed null and void.

Notice of Denied Lien or Encumbrance Filing form

Page 2 of 2

III - 6 - C

ENVIRONMENTAL NOTICES

EFFECTIVE JULY 1, 2012

The following became law with S.L. 2012-18 (H.707)
There are no special statutory indexing requirements for the
following instruments

NOTICE OF UNDERGROUND UTILITIES

NOTICE OF OPEN DUMP

NOTICE OF INACTIVE HAZARDOUS SUBSTANCE OF WASTE DISPOSAL
SITE

NOTICE OF BROWNFIELDS PROPERTY

NOTICE OF OIL OR HAZARDOUS SUBSTANCE DISCHARGE SITE

NOTICE OF DRY CLEANING SOLVENT REMEDIATION

NOTICE OF CONTAMINATED SITE

NOTICE OF RESIDUAL PETROLEUM FROM UNDERGROUND STORAGE
TANK

DESIGNATION OF LANDMARK

ACQUISITION OF LANDS BY THE UNITED STATES

DECLARATION OF PLANNED COMMUNITY OR AMENDMENT

DECLARATION OF CONDOMINIUM

NOTE: Register and index them the same as any other Instrument - as the parties
are shown on the instrument

ADDITIONAL NOTICES

You no longer handle reports of stray livestock. The person who finds it should report it to the sheriff. You do not need to keep old reports.

You no longer keep a registry of farm names. Someone who wants to transfer or cancel a farm name previously registered with you can record an instrument in the real estate records for the same recording fee as other instruments. Keep old registrations.

You no longer register timber marks. Someone who wants to register a timber mark should do it through the trademark procedure with the Secretary of State's office. Keep old registrations.

Official bonds taken or received by county commissioners are kept with the clerk to the board. You do not need to retain copies of bonds on file with the clerk.

The jury list is kept with the clerk of court. You do not need to keep copies of jury lists you received in the past.

There is no longer a statute that says you must have the clerk of court prove an instrument to which you personally are a party.

IV.
DEEDS
&
DEEDS OF TRUST

COMMISSIONER'S

DEED

COMMISSIONER'S DEED

A Commissioner's deed usually indicates the grantors and the grantees.

G.S. 161-22.1 also requires the Register of Deeds to index and cross-index as grantors the names of all persons recited in the instrument to be the persons whose interest is being conveyed or from whom the title of such real estate was acquired by the grantor in such instrument, **if they are clearly shown in the Commissioner's Deed.**

On the following example #1:

Grantors:

SMITH MATTHEW W. ADMR

SMITH MATTHEW W.

JONES DANIEL ROSS III

JONES DANIEL ROSS IV

Grantees:

OVERBY RICKY NEIL

On the following example #2:

Grantors:

PAGE SAM S.

WARDEN FRANKLIN H.

WARDEN PENNY PAGE

ROCKINGHAM COUNTY

Grantees:

THOMAS RAYMOND C.

DRH

1

BOOK 1453 PAGE 1049 (2)

510289



2
①

Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
03/15/2013 10:42:08 AM
Fee Amt: \$26.00 NC Excise Tax: \$11.00
MITZI M. EVANS

NORTH CAROLINA
ROCKINGHAM COUNTY

COMMISSIONER'S DEED

Revenue Stamps: \$11.00 ✓

Drawn by: Matthew W. Smith ✓

Return to: Ricky Overby; 1565 Perkinson Rd; Ruffin NC 27326

Tax Unique # 147379

THIS DEED, made and entered into this 14th day of March,
2013, by Matthew W. Smith, acting as Commissioner, (Address: PO Box 507, Eden NC
27289) as hereinafter stated, party of the first part; and Ricky Neil Overby, (Address: 1565
Perkinson Rd; Ruffin NC 27326) parties of the second part;

WITNESSETH:

That whereas, in a certain special proceeding (12 SP 119) entitled Matthew W. Smith, Administrator of the Estate of Daniel Ross Jones, III vs Daniel Ross Jones, IV, *et al*, brought and pending before the Clerk of Superior Court of Rockingham County, North Carolina, an Order was made by Court appointing said party of the first part as Commissioner to sell at public sale, subject to Court confirmation, certain lands, specifically the land hereafter described, and whereas the party of the first part, acting as Administrator as aforesaid after complying with the said Court Orders sold the said property at public sale for the sum of \$5,000.00 plus 10% buyers' premium as per Notice of Sale for a total purchase price of \$5,500.00, and whereas said Commissioner reported said sale to the Court and the same remained open for the ten (10) days and no advanced bid was filed; and whereas, on the Clerk of Superior Court entered an Order approving and confirming said sale and directing said party of the first part as Commissioner to make, execute, and deliver to said parties of the second part a good and sufficient deed for said land upon payment to them of the said purchase price; and whereas, said purchase price has been fully paid;

NOW, THEREFORE, said party of the first part, acting as Commissioner, as aforesaid, under authority of said Order of Court and in consideration of the said purchase price of \$5,500.00, has bargained and sold and by these presents does bargain, sell, and convey unto said parties of the second part and their heirs and assigns a certain tract of land lying and being in

Rockingham County, North Carolina and more specifically described as follows:

Being described as Lot No. 10 of the Division of W.T. Reid and Earl Delancey, Ruffin Township, May 1967 by Robert B. McHenry, RLS and being more particularly described in Deed Book 1359, Page 795, Rockingham County Register of Deeds, which Deed is incorporated herein by reference for a more complete description of said property.

Together with and subject to any well rights referenced in said Deed. Together with any manufactured home(s) as more particularly described in said Deed.

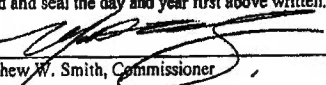
For Informational Purposes Only: 1645 Perkinson Rd; Ruffin NC 27326
Rockingham County Tax Department Parcel ID 147379.

TITLE NOT EXAMINED BY PREPARER OF INSTRUMENT

The property to be sold is AS IS, WHERE IS and subject to all outstanding taxes, assessments and liens of record, including current year taxes. The commissioner or agent thereof, makes no warranties, either express or implied as to the property or any improvements thereon, including any environmental conditions, including titles to any manufactured home. If the premises are occupied at the time of closing, the Buyer shall be responsible for the ejection of said occupants.

TO HAVE AND TO HOLD said lands and premises, together with all privileges and appurtenances thereunto belonging, to them the said parties of the second part and their heirs and assigns in as fully and ample a manner as said party of the first part as Commissioner as aforesaid as authorized and empowered to convey the same.

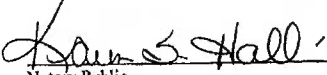
IN TESTIMONY WHEREOF, said party of the first part, acting as Commissioner as aforesaid, has hereunto set his hand and seal the day and year first above written.

 (SEAL)
Matthew W. Smith, Commissioner

STATE OF NORTH CAROLINA, COUNTY OF ROCKINGHAM

I, a Notary Public of the County and State aforesaid, certify that Matthew W. Smith, Commissioner, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp this 14th day of March, 2013.




Notary Public

My Commission expires: 12-7-2016

DRH

BOOK 1436 PAGE 1014 (2)

500566



Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
06/26/2012 04:33:42 PM
Fee Amt: \$26.00 NC Exdse Tax: \$0.00
CATINIA E. WINCHESTER

2
2

Prepared by: Robert V. Shaver, Jr., Assistant County Attorney
Return to Grantee

STATE OF NORTH CAROLINA ^{WTC}
COUNTY OF ROCKINGHAM

COMMISSIONER'S DEED

THIS DEED, made and entered into this the 16 day of June, 2012, by Sam S. Page, Sheriff, Commissioner, party of the first part to Raymond C. Thomas, whose permanent mailing address is 2037 East Stadium Drive, Eden, North Carolina 27288, party of the second part;

WITNESSETH

THAT WHEREAS, Sam S. Page, Sheriff, was appointed commissioner under an order of the District Court of Rockingham County, North Carolina, in the tax foreclosure proceeding entitled "Rockingham County vs. Franklin H. Warden and wife, Penny Page Warden, et al," [File# 11 CVD 1958]; and Sam S. Page was directed as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, Deputy Maggie M. Barker for Sam S. Page, Commissioner, did on the 6th day of June, 2012, offer the land hereinafter described at a public sale at the Rockingham County Courthouse door, in Wentworth, and Raymond C. Thomas became the last and highest bidder for the sum of \$20,500.00; and no further upset or increased bids having been made within the time allowed by law, that the terms of the sale have been complied with, and the sale having been confirmed, and Sam S. Page, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

NOW, IN CONSIDERATION of the premises and the sum of \$20,500.00, receipt of which is hereby acknowledged, Sam S. Page, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to Raymond C. Thomas, his successors, heirs and assigns, that real property, lying and being situated in Leaksville Township, Rockingham County, North Carolina, and described as follows:

551 S. Fieldcrest Road, Eden, NC

Rockingham County Tax Parcel #112594

Beginning at an iron stake intersection of Water Street and S. Fieldcrest Road (formerly Lake Street); thence with S. Fieldcrest Road North 48 deg. 20' West 150 feet to a stake corner of Lot 47; thence with line of Lot 47 South 55 deg. 10' West 145 feet to a stake line of Lot 51; thence with line of Lot 51 and parallel

To have and to hold the aforesaid tract of land, to Raymond C. Thomas, his successors, heirs and assigns forever, in as full and ample manner as Sam S. Page, Commissioner, is authorized and empowered to convey the same.

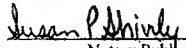
IN WITNESS WHEREOF, Sam S. Page, Commissioner, has hereunto set his hand and seal.


COMMISSIONER

NORTH CAROLINA
ROCKINGHAM COUNTY

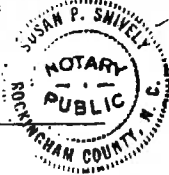
I, Susan P. Shively, a notary public of this county, do hereby certify that Sam S. Page, Commissioner, grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

WITNESS my hand and official seal this 26th day of June, 2012.


Notary Public

My commission expires:

08-26-2012



SHERIFF'S DEED

SHERIFF'S DEED

A Sheriff's deed usually indicates the grantors and the grantees.

G.S. 161-22.1 also requires the Register of Deeds to index and cross-index as grantors the names of all persons recited in the instrument to be the persons whose interest is being conveyed or from whom the title of such real estate was acquired by the grantor in such instrument, **if they are clearly shown in the Sheriff's Deed.**

On the attached example:

Grantors:

PAGE S.S.

MAIN STREET ACQUISITION CORP

MOORE DARLENE K.

PAGE SAM S.

Grantees:

CRIMSON ASSETS LLC

Note:

The Register of Deeds may make reference to the special proceeding number or judgment number as stated in the document.

Page 7

3

STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

SHERIFF'S OFFICIAL DEED
PREPARED BY: Lt. Jennifer Brame
RETURN TO: Grantee ✓
UTC

THIS DEED, made and entered into this the 31st day of August, in the year 2011, by and between Sheriff S.S. Page, the duly elected and serving Sheriff of Rockingham County, North Carolina party of the first part, and Crimson Assets LLC, whose permanent address is 3950 Johns Creek Court, Suite 100, Suwanee, GA, 30024, party of the second part;

WITNESSETH:

WHEREAS, an Execution was issued by the Rockingham County Clerk of Superior Court, North Carolina, upon a judgment docketed in the Superior Court of said county, in a civil action entitled Main Street Acquisition Corp vs. Darlene K. Moore, 09CVD2158 and directed the Sheriff of Rockingham County, North Carolina, to satisfy the judgment out of the personal property of the named Judgment Debtor located within said county and if sufficient personal property could not be located to satisfy the judgment out of the real property owned by the Judgment Debtor on the date the Judgment was docketed or that was acquired at any time after the docketing of the judgment; and,

WHEREAS, a sufficient amount of personal property of said Judgment Debtor was not identified or located that would satisfy said Judgment; and,

WHEREAS, the Sheriff or his lawful deputy acting under authority of said Execution did levy upon the hereinafter described real property and did after advertisement and notice as required by state law, offer the same for sale at public auction at the location designated by the Clerk of Superior Court, to wit: at the front steps of the Rockingham County Courthouse, 170 NC Hwy 65, Wentworth, North Carolina in said Rockingham County, at ten o'clock am on the 25th day of July, in the year 2011, when and where the property was sold to Crimson Assets LLC as the highest bidder; and,

WHEREAS, the said Sheriff or his lawful deputy made a report of said sale to the Clerk of Superior Court of Rockingham County on the 29th day of July, in the year 2011, as required by law; and,

WHEREAS, said sale has remained open for a period of at least ten (10) days since the filing of the report of sale and no upset bid has been filed; and,

WHEREAS, the Clerk of Superior Court of Rockingham County has entered an Order of Confirmation for the sale of real property and directed the said Sheriff or his lawful deputy to prepare and tender the named purchaser a duly executed quitclaim deed for the property sold; and,

WHEREAS, the said party of the second part who was the last and highest bidder has complied with the terms of the sale and paid to the Sheriff or his lawful deputy the amount of \$3005.80 which is the full amount of his last and highest bid and demanded a deed for said property.

NOW, THEREFORE, said party of the first part, the elected and serving Sheriff of Rockingham County, North Carolina, under authority of said Execution and Sale, and in consideration of the said sum of \$3005.80 to him in hand paid, the receipt of which is hereby acknowledged, has bargained and sold and by these presents doth bargain, sell, and convey in as full and ample a manner as he is authorized to convey unto said party of the second part of his/her successors and assigns all right, title, interest and estate which the Judgment Debtor named above owned in the real property described below on the 25th day of July in the year of 2011, or acquired at any time thereafter, in and to the land levied upon and sold as aforesaid, the same tract of land lying and being in the County of Rockingham, Leaksville Township, North Carolina and being more particularly described as follows:

1312 Rivercrest Drive
Eden, NC

"Beginning at an iron in the South line of Riverside Drive, said iron being South 64 deg. 27' East 925 feet from the Southwest intersection of Harris Street and Riverside Drive, said iron also marking the common front corners of Lots 12 and 13, Section 2, property of Home Developers, Inc.; thence with the East line of Lots 12, South 25 deg. 33' West 150 feet to an iron marking the common rear corners of Lots 12 and 13; thence South 64 deg. 27' East 75 feet to an iron in the South line of Riverside Drive, said iron also marking the common front corners of Lots 13 and 14; thence with the South line of Riverside Drive, North 64 deg. 27' West 75 feet to the point of beginning, and being all of Lot 13, Section 2 as shown on a map designated "property of Home Developers, Inc." as surveyed by John B. Cobb, R.S. and dated July 1958. Said map is recorded in Map Book 9, Page 89, in the Office of the Register of Deeds for Rockingham County." See Deed Book 873, Page 1663, Rockingham County Registry.

Rockingham County Parcel Identification Number: 134064

THAT said tract of land was under mortgage at the time of the docketing of the judgment (See N.C. Gen. Stat. 1-317) and that said real property sold under execution remains subject to all superior liens, mortgages, easements, encumbrances, unpaid taxes and special assessments which were effective prior to the lien of the judgment under which the sale was held in the same manner and to the same extent as if not such sale had been held.

TO HAVE AND TO HOLD, the aforesaid tract of land to Crimson Assets LLC, their

successors and assigns in as full and ample a manner as said party of the first part is authorized and empowered to convey the same.

IN TESTIMONY WHEREOF, said party of the first part, duly elected and serving as Sheriff of Rockingham County, North Carolina, has hereunto set his hand and seal, the day and year first above written.



[SEAL]

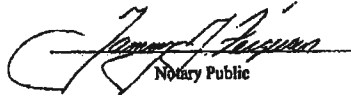
Sheriff of Rockingham County

NORTH CAROLINA

COUNTY OF ROCKINGHAM

I, Tammy B. Ferguson, a (Notary Public) (Assistant/Deputy Register of Deeds) in and for the above named County and State, do hereby certify that Sam S. Page, Sheriff of Rockingham County, North Carolina, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing Sheriff's Official Deed.

WITNESS my hand and official seal, this the 15th day of September, in the year of 2011.


Notary Public

[Seal]

My Commission Expires: 2/4/2015



RELEASE

DEED

RELEASE DEED

A Release Deed now falls under G.S. 161-14.1 for subsequent instruments.

On the attached example:

Grantors:

NEWBRIDGE BANK

DURHAM JUNE AARON JR.

Grantees:

DURHAM JUNE AARON JR.

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument as it is provided in the Release Deed. The original book and page number is to appear in the description column or field.

Q.R.H

BOOK 1452 PAGE 1310 (3)

509758



3
③

Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
03/04/2013 10:50:26 AM
Fee Amt: \$26.00 NC Exise Tax: \$0.00
CATINIA E. WINCHESTER

RELEASE DEED

Mail To: MESHT

This instrument prepared by: Matthew W. Smith

STATE OF NORTH CAROLINA, Rockingham County

THIS DEED, made and entered into this 28th day of February, 2013, by and between NewBridge Bank, hereinafter called Note Holder, party of the first part, and June Aaron Durham, Jr., hereinafter referred to as party of the second part, all of Rockingham County, North Carolina.

WITNESSETH: That, Whereas, said party of the second part heretofore executed to said Trustee, a certain deed of trust, dated February 26, 2009, and recorded in Book 1369, Page 84, Rockingham County Registry, to secure a certain note therein set out due and payable to the said Note Holder, party of the first part, and WHEREAS, said party of the second part has requested the Note Holder, party of the first part, to release from the lien of said deed of trust so much of the land therein conveyed as is hereinafter described, and the said Note Holder, party of the first part has agreed to do so:

NOW THEREFORE, said parties of the first part, for and in consideration of the sum of Ten Dollars OVC to them paid by the said party of the second part, have remised and released and by these presents do remise, release and forever quitclaim unto the said party of the second part and his heirs and assigns certain lands situate in the County of Rockingham, State of North Carolina, and more particularly described as follows:

See Exhibit A attached hereto.

TO HAVE AND TO HOLD said lands to him, the said party of the second part, and his heirs and assigns, free and discharged from the lien of said deed of trust herein above referred to.

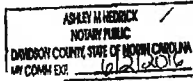
But it is understood and agreed that this release shall apply only to so much of said lands as are herein expressly described and conveyed, and that the remainder of said lands shall remain subject to the lien of said deed of trust, and shall remain in full force and effect.

When reference is made to the Note Holder or the Note, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN TESTIMONY WHEREOF, said Note Holder, party of the first part, have hereunto set their hands and seals, the day and year first above written, and NewBridge Bank, has caused this deed 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.

NewBridge Bank
By: April A. Cassidy
April A. Cassidy, Vice President

SEAL-STAMP

STATE OF North Carolina, Davidsen COUNTY

I, a Notary Public, certify that April A. Cassidy personally came before me this day and acknowledged that he/she is Vice President (title of official) of NewBridge Bank and that he/she, as Vice President (title of official), being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the 28 day of February, 2013.

My Commission expires: 6/22/2016, Ashley W. Hendrick
Notary Public

EXHIBIT A

Tract 1: Parcel 139121

COUNTY OF ROCKINGHAM, STATE OF NORTH CAROLINA,
 BEGINNING AT AN IRON PIPE, SAID IRON PIPE BEING LOCATED SOUTH
 84 DEG. 43 MIN. EAST 150 FEET FROM AN IRON PIPE IN THE EASTERN
 MARGIN OF U.S. HIGHWAY NO. 158, SAID IRON PIPE IN THE EASTERN
 MARGIN OF U.S. HIGHWAY NO. 158 BEING THE
 SOUTHWEST CORNER OF LOT NO. 1, JOHN L. HOPKINS SUBDIVISION (MAP
 BOOK 9 AT PAGE 87 IN THE OFFICE OF REGISTER OF DEEDS OF ROCKINGHAM
 COUNTY); THENCE FROM SAID BEGINNING IRON A NEW LINE THROUGH
 JUNE A. DURHAM, SR. SOUTH 84 DEG. 43 MIN.
 EAST 165.00 FEET TO A NEW IRON PIPE; THENCE SOUTH 10 DEG. 20
 MIN. WEST 165.00 FEET TO A NEW IRON PIPE; THENCE NORTH 84 DEG.
 43 MIN. WEST 165.00 FEET TO A NEW IRON PIPE; THENCE NORTH 10
 DEG. 20 MIN. EAST 165.00 FEET TO AN IRON PIPE, THE
 POINT OF BEGINNING AND BEING AND CONTAINING A NEW LOT SURVEYED
 BY NORMAN B. UNDERWOOD ON MARCH 30, 1978 OUT OF THE PROPERTY
 OF JUNE A. DURHAM, SR., A COPY OF SAID SURVEY BEING INCORPORATED
 WITH DEED IN DEED BOOK 719, PAGE 300, AND INCORPORATED BY REFERENCE
 FOR A MORE ACCURATE DESCRIPTION.

Tract 2: Parcel 139125

COUNTY OF ROCKINGHAM, STATE OF NORTH CAROLINA;
 BEGINNING AT AN EXISTING IRON PIPE, WITH SAID IRON PIPE BEING
 LOCATED IN THE SOUTHEASTERN CORNER OF A LOT BELONGING TO JUNE
 A. DURHAM, JR. (SEE DEED BOOK 719 AT PAGE 300); THENCE N. 10
 20 E. 165.00 FT. TO AN EXISTING IRON PIPE LOCATED IN THE SOUTHERN
 BOUNDARY OF LOT NO. 25 OF BLOCK 1 AS SHOWN ON MAP BOOK 9 AT
 PAGE 101, AND WITH SAID EXISTING IRON PIPE ALSO BEING LOCATED
 IN A 10- FOOT EASEMENT AND S. 84 43 E. 165.00 FT. FROM AN EXISTING
 IRON PIPE LOCATED WITHIN SAID EASEMENT; THENCE S. 84 43 E. 201.00
 FT. TO A NEW IRON PIPE LOCATED IN THE SOUTHERN BOUNDARY OF LOT
 NO. 5 OF BLOCK 3 AS SHOWN ON MAP BOOK 9 AT PAGE 101, WITH SAID
 NEW IRON BEING LOCATED N. 84 43 W. 146.20 FT. FROM AN EXISTING
 IRON PIPE LOCATED WITHIN THE AFORESAID 10-FOOT EASEMENT; THENCE
 ALONG THE WESTERN BOUNDARY OF JUNE A. DURHAM, SR. S. 10 20 W.
 200.00 FT. TO A NEW IRON PIPE, A NEW CORNER WITH JUNE A. DURHAM,
 SR.; THENCE N. 84 43 W. 201.00 FT. TO A NEW IRON PIPE, ALSO
 A NEW CORNER WITH JUNE A. DURHAM, SR.; THENCE N. 10 20 E. 35.00
 FT. TO AN EXISTING IRON PIPE, THE POINT AND PLACE
 OF BEGINNING, BEING AND CONTAINING 40,044 SQUARE FEET, MORE
 OR LESS, ALL AS SHOWN ON THAT CERTAIN SURVEY FOR JUNE A. DURHAM,
 JR. AND WIFE, RUBY LEE DURHAM DATED SEPTEMBER 26, 1983 BY JAMES
 R. APPLE, R.L.S., A COPY OF WHICH IS RECORDED WITH DEED IN DEED
 BOOK 755, PAGE 228, AND INCORPORATED HEREIN BY REFERENCE, AND
 TO WHICH FURTHER REFERENCE IS HEREBY MADE FOR A MORE ACCURATE
 AND PARTICULAR DESCRIPTION.
 TAX ID: 139125.

DEED
OF
RELEASE

DEED OF RELEASE

A Deed of Release now falls under G.S. 161-14.1 for subsequent instruments.

On the attached example:

Grantors:

SOUTHLAND ASSOCIATES, INC. TR

SUNTRUST BANK

CENTRAL CAROLINA BANK

CAROLINA ACQUISITIONS, LLC

Grantees:

CAROLINA ACQUISITIONS, LLC

CENTRAL CAROLINA BANK (as original creditor)

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument as it is provided in the Release Deed. The original book and page number is to appear in the description column or field.

DRH

BOOK 1454 PAGE 451 (3)


3
①

510930



Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
04/01/2013 09:58:19 AM
Fee Amt: \$26.00 NC Excise Tax: \$0.00
MITZI M. EVANS

Property Address: Wild Fern Lane, Reidsville, North Carolina

Mail after recording to: ~~Grantor~~ 
This Instrument was prepared by: Harry G. Gordon, Esq.
Brief description for the Index: Lot 9, Phase 3, Section 2(A) - River Run

DEED OF RELEASE

THIS DEED OF RELEASE, made this 14 day of March, 2013 by SOUTHLAND ASSOCIATES, INC., Trustee, and SUNTRUST BANK f/k/a Central Carolina Bank hereinafter called "Bank" to CAROLINA ACQUISITIONS, LLC of the county of Guilford, State of North Carolina, hereinafter called Grantor;

WITNESSETH:

WHEREAS, Grantor executed a certain deed of trust dated the 17th day of June, 2003, recorded in Book 1156 at Page 798, Rockingham County Registry, to the said Trustee, to secure the payments of a note or notes to Central Carolina Bank;

WHEREAS, SunTrust Bank merged with Central Carolina Bank and became the successor bank; and

WHEREAS, Bank has agreed, at the request of the Grantor, to release from the lien thereof so much of the land therein conveyed as is hereinafter described, and has requested Trustee so to do;

NOW THEREFORE, Trustee and Bank, for one dollar (\$1.00) to them in hand paid, and other consideration, do hereby remise, release and forever quit claim unto Grantor, its heirs, personal representatives, successors and assigns, all right, title and interest which they, or either of them, may have in the following described lot or parcel of land lying and being in the City of Reidsville, Simpsonville Township, Rockingham County, North Carolina and more particularly described as follows:

Being all of Lot 9 Final Plat of River Run, Phase Three, Section Two (A), Map One of Two as recorded in Plat Book 70, Page 10 in the Office of the Register of Deeds of Rockingham County, North Carolina, together with 1) a 20' Utility Easement; 2) a 20' Private Sanitary Sewer Access and Maintenance Easement; and 3) an offsite septic Easement for Lot 9, as further described on page 2 of the deed.

TO HAVE AND TO HOLD said land and premise to Grantor and its heirs, personal representatives, successors and assigns, free and discharged from the lien of said deed of trust. Except insofar as the aforesaid lands are released, the line of said deed of trust as to the remaining property described therein shall remain in full force and effect.

IN WITNESS WHEREOF, Trustee has caused this deed of release to be signed by its Vice President. Bank has caused this deed of release to be signed by its Vice President, each by order of its respective Board of Directors, this day and year first above written.

SOUTHLAND ASSOCIATES, INC., Trustee

SUNTRUST BANK

By Kathy J. Chapp (SEAL) AS Vice President

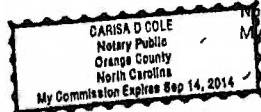
By Kathy J. Chapp (SEAL) AS Vice President

North Carolina
STATE OF CALIFORNIA CDC
COUNTY OF GUILFORD
Durham

I, Carisa D. Cole, a Notary Public for the state of North Carolina, do hereby certify that Kathy J. Phipps personally appeared before me this day and acknowledged that he/she is Vice President of Southland Associates, Inc., a North Carolina corporation, Trustee, and that he/she, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or notarial seal, this 14 day of March, 2013.

Carisa D. Cole



Notary Public

My Commission Expires: _____

North Carolina
STATE OF CALIFORNIA ope
COUNTY OF GUILFORD
Durham

I, Carisa D. Cole, a Notary Public for the state of North Carolina, do hereby certify that Kathy J. Phipps personally appeared before me this day and acknowledged that he/she is Vice President of SUNTRUST BANK, a Georgia banking corporation, and that he/she, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or notarial seal, this 14 day of March, 2013.

Carisa D. Cole

Notary Public

My Commission Expires: _____



DEED
WITH
HISTORY

DEED WITH HISTORY

The following sample instrument clearly indicates the names of the grantors and grantees in the first paragraph on the first page of the instrument. All of the grantors listed in the first paragraph on the first page signed the instrument. The body of the document contains a great deal of “deed history”, but the parties listed in the history section are not indexed parties.

Grantors:

SCHMELZ RICHARD E. III

SCHMELZ FRANCES FAGGE

FAGGE JASON

FAGGE CLARISSA RAYE BROWN

Grantees:

FAGGE JASON

FAGGE CLARISSA RAYE BROWN

DEH 168

BOOK 1454 PAGE 1977 (23)

511332



Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
04/10/2013 09:45:42 AM
Fee Amt: \$58.00 NC Excise Tax: \$30.00
DEANNA R. HAMILTON

DEED

NORTH CAROLINA

ROCKINGHAM COUNTY

Drawn by: ✓ D. Haynes Dallas, Jr.
Mail to: ✓ Grantee
372 Fagge Road
Stoneville, NC 27048

Recording Fee: \$58.00 Excise Fee: \$30.00 -

THIS DEED, made and entered into this the 4th day of April, 2013, by and between RICHARD E. SCHMELZ, III, (Widower), Heir at Law of FRANCES FAGGE SCHMELZ, ("Grantor") whose address is P.O. Box 5096, Lacey, WA 98509 and JASON FAGGE and wife, CLARISSA RAYE BROWN FAGGE ("Grantee"), whose address is 372 Fagge Road, Stoneville, NC 27048.

WITNESSETH:

THAT WHEREAS, Frances Fagge Schmelz, late of Fairfax County, Virginia, acquired a certain tract or parcel of land lying and being in Mayo Township, Rockingham County, North Carolina, more particularly described as Exhibit "A", attached hereto and incorporated herein by reference, per Deed dated October 29, 1971, and recorded March 2, 1972, in Deed Book 680, Page 170, Rockingham County Registry; and

WHEREAS, Frances Fagge Schmelz died intestate in Fairfax County, Virginia on June 4, 1973; and

WHEREAS, Frances Fagge Schmelz was survived by her husband, Richard E. Schmelz, II, and her only child, Richard E. Schmelz, III, her sole heirs at law. Further, that on June 4, 1973, Richard E. Schmelz, II had no other children; and

WHEREAS, the time of the death of Frances Fagge Schmelz, it appears that Richard E. Schmelz, II, the surviving spouse, would have inherited all interest to the real property described in Exhibit "A" belonging to the decedent, Frances Fagge Schmelz; and

WHEREAS, Richard E. Schmelz, II remarried to Arinthia H. Lowry (a/k/a Arinthia H.

Lowry Schmelz) at some point between June 4, 1973 and September of 1980; and

WHEREAS, prior to her marriage to Richard E. Schmelz, II, Arinthia H. Lowry Schmelz had two children born to her, namely Robert Adam Lowry and Barbara Lowry (a/k/a Barbara Lowry Cotter), both children to whom Richard E. Schmelz, II was not the biological father; and

WHEREAS, Richard E. Schmelz, II died intestate in Fairfax County, Virginia in September of 1980, leaving surviving him Richard E. Schmelz, III (biological son) and Arinthia H. Lowry Schmelz (spouse) as his sole heirs at law. Furthermore, there was no estate administration for Richard E. Schmelz, II in Fairfax County, Virginia. Moreover, that the interest Richard E. Schmelz, II had in the real property referred to in Exhibit "A" would have passed through intestacy to Richard E. Schmelz, III and Arinthia H. Lowry Schmelz; and

WHEREAS, Arinthia H. Lowry (f/k/a Arinthia H. Lowry Schmelz), died, as a widow, testate in July of 2002. That prior to her death, Arinthia H. Lowry had executed the Lowry Family Trust under Declaration of Trust dated July 30, 1991 (copy attached as Exhibit "B"), subject to the First Amendment to the Declaration of Trust dated February 27, 1992 (copy attached as Exhibit "C"). Said Declaration of Trust was funded by the Residuary Clause in the fifth Article of the Will of Arinthia H. Lowry dated July 30, 1991 (copy attached as Exhibit "D"), subject to the First Codicil to the Will of Arinthia H. Lowry dated February 27, 1992 (copy attached as Exhibit "E"). Furthermore, that the Will and Trust documents attached hereto as Exhibits "B" through "E" were all executed in San Diego County, California, and have been recorded on file at the San Diego County, California, Recorder's Office; and

WHEREAS, at the time of Arinthia H. Lowry's death, she was survived solely by her two children, namely Robert Adam Lowry and Barbara Lowry Cotter. However, pursuant to the interpretation of the aforesaid Will and Trust documents attached hereto as Exhibits "B" through "E", Barbara Lowry Cotter inherited no interest in the real property referred to as Exhibit "A" from the Estate or Trust Estate of Arinthia H. Lowry.

WHEREAS, there was no estate administration for Arinthia H. Lowry in Fairfax County, Virginia. Furthermore, it is the understanding of the Grantor and the Grantee that Arinthia H. Lowry's interest in the real property described as Exhibit "A", was transferred at her death to Robert Adam Lowry and to Richard E. Schmelz, III. Consequently, from the date Arinthia H. Lowry died until the present date, it is the understanding of the Grantor and the Grantee that Richard E. Schmelz, III has owned an undivided interest in the property described as Exhibit "A", and Robert Adam Lowry has owned the remaining interest in the property described as Exhibit "A"; and

WHEREAS, for many consecutive years Richard E. Schmelz, III has been the sole recipient and the responsible payor of the Rockingham County, North Carolina, real property tax bill associated with the property described as Exhibit "A"; and

WHEREAS, Robert Adam Lowry's undivided interest in that certain parcel described as Exhibit "A" is to be transferred to Grantee in a Deed filed simultaneously with this deed in the

Rockingham County Registry; and

NOW, THEREFORE, said Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto said Grantee, and their heirs and assigns, all of his undivided interest in that certain tract or parcel of land situated in Mayo Township, Rockingham County, North Carolina, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein.

ALL OR A PORTION OF THE HEREIN CONVEYED PROPERTY DOES NOT INCLUDE THE PRIMARY RESIDENCE OF THE GRANTOR.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of an undivided interest of the premises in fee simple, with Robert Adam Lowry being seized of the remaining undivided interest in the premises, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor 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:

1. Taxes for the current year, rights of way of public highways and road and public utilities, easements and restrictions of public record, and noncompliance, if any, with local, county, state or federal government laws, ordinances or regulations relative to zoning, environment, subdivision, occupancy, use, construction or the development of the subject property.
2. The law firm of Folger, Tucker & Dallas, P.A. has not examined the title to the above described real property and therefore in no way guarantees that good and marketable title is being conveyed.
3. The law firm of Folger, Tucker & Dallas, P.A. does not have an attorney licensed to practice law in the Commonwealth of Virginia or the State of California, and therefore in no way guarantees any interpretation of testacy, intestacy, wills, trusts or any other estate planning or administration law in those jurisdictions.
4. The veracity of the California Will and Trust documents attached hereto as Exhibits "B" through "E", and other uncertainties regarding the transfer of interest in the real property described as Exhibit "A" via intestate or testate succession in the Commonwealth of Virginia or any other U.S. State or Territory.

5. The Grantee, Jason Fagge and wife, Clarissa Raye Brown Fagge, join in the execution of this instrument to acknowledge the information contained herein and the exceptions hereto.

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

Richard E. Schmelz, III (SEAL)
RICHARD E. SCHMELZ, III

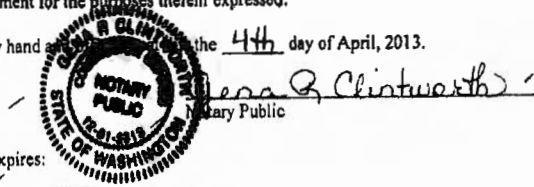
Jason Fagge (SEAL)
JASON FAGGE

Clarissa Raye Brown Fagge (SEAL)
CLARISSA RAYE BROWN FAGGE

State of Washington
County of Thurston

I, Gena B. Clintworth, a Notary Public, certify that RICHARD E. SCHMELZ, III personally appeared before me this day and acknowledged the due execution of the foregoing document for the purposes therein expressed.

Witness my hand and official seal this the 4th day of April, 2013.

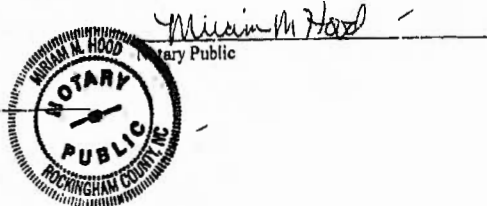


My Commission Expires:
12/1/13

State of North Carolina
County of Rockingham

I, Miriam M. Hood, a Notary Public, certify that JASON FAGGE and CLARISSA RAYE BROWN FAGGE personally appeared before me this day and acknowledged the due execution of the foregoing document for the purposes therein expressed.

Witness my hand and official seal this the 9th day of April, 2013.



My Commission Expires:
3-17-17

EXHIBIT "A"

Address: 2140 Young Road, Stoneville, NC 27048
Rockingham Co. Parcel #: 128831

Beginning at an iron said iron marking a common corner for Lots 3 and 5 of the S.E. Fagge Estate as per survey for the S.E. Fagge Estate, Mayo Township, Rockingham County, North Carolina, dated June 17, 1971, by Robert B. McHenry, RLS, same being recorded in Map Book 13, Page 11, in the office of the Register of Deeds office of Rockingham County, North Carolina; thence with the South line of Tract 5, North 80 deg. 30 minutes East 135 feet to an iron in the North West corner of Tract 4, thence South 4 deg. 40 minutes East 1279.0 feet to an iron on the North side of Tomlin Branch the Southwest corner of Tract 4; thence North 69 deg. 30 minutes West 122.3 feet to a corner; thence South 70 deg. 21 minutes West 402.12 feet to a point; thence South 47 deg. 29 minutes West 105 feet to an iron the Southeast corner of Tract 2; thence with the East line of Tract 2, North 4 deg. 22 minutes 40 seconds West 1147.0 feet to an iron a common corner for Tracts 2 and 3, in the South line of Tract 1; thence with the South line of Tract 1, North 82 deg. 20 minutes East 412.93 feet to an iron; thence N. 3 deg. 07 minutes East 217.5 feet to the point of beginning containing 14.8 acres more or less the same being Tract 3 as per the aforesaid survey. It is understood and agreed that this conveyance is made subject to a perpetual easement granted to the owners of Tract 2 and 4 of the S.E. Fagge Estate as shown on the map hereinafter referred to.

The grantors do hereby grant and convey to the grantees a perpetual easement for roadway for ingress, egress, and regress to the said Tract 3 across Tract 1 as shown on the aforesaid map. Said road easement to run with the land.

EXHIBIT B

DECLARATION OF TRUST

DATED: July 30, 1991

ARINTHIA H. LOWRY, a widow, makes this Declaration of Revocable Inter Vivos Trust, hereinafter referred to as "Declaration," with reference to the following facts:

1. As of the date of this Declaration, she is a resident of San Diego County, California.

2. She has two (2) children, namely BARBARA LOWRY COTTER and ROBERT ADAM LOWRY, and she has no deceased children.

3. All of the property described in EXHIBIT "A," which shall be by the terms of this agreement transferred and conveyed to the Trustee hereafter named, is the separate property of ARINTHIA H. LOWRY.

NOW, THEREFORE, I declare as follows:

ARTICLE 1.

IDENTITY OF TRUSTOR

1.1. ARINTHIA H. LOWRY, a resident of San Diego County, California, hereinafter called "Trustor," herewith transfers and conveys to the Trustee all the property described in an inventory attached hereto as EXHIBIT "A."

ARTICLE 2.

IDENTITY OF TRUST ESTATE

2.1. All of the property described in EXHIBIT "A" together with any other property that may hereafter be transferred or conveyed to and received by the Trustee is herein called the "Trust Estate" and shall be held, administered and distributed by the Trustee as provided in this Declaration of Revocable Inter Vivos Trust.

PAGE 1 OF DECLARATION OF TRUST

AMH
A.H.L.

ARTICLE 3.

IDENTITY OF TRUSTEE

3.1. Trustor declares that she has set aside and holds in trust the Trust Estate and therefore designates herself, ARINTHIA M. LOWRY, as Trustee of the trust herein created to perform the duties under this Declaration. In the event that ARINTHIA M. LOWRY is unable or unwilling to serve or continue to serve as Trustee, then the Trustor designates BARBARA LOWRY COTTER and ROBERT ADAM LOWRY as Successor Co-Trustees. If either BARBARA LOWRY COTTER or ROBERT ADAM LOWRY is unwilling to serve or continue to serve, then the remaining Successor Co-Trustee shall serve as sole Successor Trustee.

*Deleted / Substituted
#Revised 2/21/1992
is memorialized to
Declaration of
Trust
C*

ARTICLE 4.

NAME OF TRUST

4.1. The Trust created in this instrument may be referred to as the LOWRY FAMILY TRUST.

ARTICLE 5.

ADDITIONS TO TRUST ESTATE

5.1. Any person may at any time, either before or after the death of the Trustor, add other property acceptable to the Trustee to the Trust Estate by conveyance, assignment, transfer or will. Such property when received and accepted by the Trustee shall become part of the Trust Estate and be subject to all the terms and provisions of this Declaration of Revocable Inter Vivos Trust.

ARTICLE 6.

POWER TO CHANGE OR REVOKE TRUST

6.1. While living or competent, the Trustor may, at any time and from time to time, by written notice signed by the Trustor and delivered to the Trustee:

6.1.1. Revoke or change, in whole or in part, the interest of any beneficiary named in this Declaration or in any amendment to this Declaration.

6.1.2. Amend any provision of this Declaration or any amendment to this Declaration.

PAGE 2 OF DECLARATION OF TRUST

AHL
A.H.L.

6.1.3. Revoke in whole or in part any trust or trusts created by or to be created pursuant to this Declaration, or any part of the principal of the Trust Estate, or otherwise, unless the

6.1.4. Withdraw all or any part of the Trust Estate, in which case such property shall be delivered by the Trustee to the Trustor.

ARTICLE 7.

TRUST IRREVOCABLE ON DEATH OF TRUSTOR

7.1. Upon the death of the Trustor the Trust created by this Declaration and the terms of this Declaration shall become irrevocable and not subject to amendment.

ARTICLE 8.

DISTRIBUTIONS BY TRUSTEE DURING TRUSTOR'S LIFE

8.1. During the life of the Trustor, the Trustee will quarterly or in other convenient installments, unless otherwise directed by the Trustor in writing, pay to or apply to the benefit of the Trustor all of the net income from the Trust Estate. The Trustee shall also pay so much of the Trust principal to the Trustor as the Trustee deems necessary for the Trustor's care and comfortable support.

8.2. If during the life of the Trustor the Trustee resigns as Trustee, the Trustee is adjudged incompetent or the Trustee is adjudged unable to manage her affairs, the Successor Trustee may accumulate and add to principal that amount of income which in the Trustee's discretion is not needed for the care and comfortable support of the Trustor, and the Trustee may in his discretion pay to or apply to the benefit of the Trustor, in addition to the net income from the Trust Estate, such amounts from the principal of the Trust Estate up to the whole thereof, as the Trustee may from time to time deem necessary for the care and comfortable support of the Trustor.

ARTICLE 9.

DISTRIBUTIONS BY TRUSTEE AFTER TRUSTOR'S DEATH

9.1. Upon the death of the Trustor, the Trustee shall pay from the income or principal of the trust or partly from the income and partly from the principal of the trust, as the Trustee in his sole or absolute discretion may determine, the expenses of the Trustor's last illness and funeral, attorney's fees and other costs incurred in administering the deceased Trustor's estate, and all inheritance, estate or death taxes imposed with respect to any and all property included in

PAGE 3 OF DECLARATION OF TRUST

AWL
A.W.L.

the Trustor's gross estate for the purpose of determining such taxes (whether such property passes under this Declaration of Trust, or under the grant of Trustor's Last Will and Testament, or otherwise), unless the Trustee in his absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes.

9.2. Upon the death of the Trustor after providing for the expenses and taxes as provided in Section 9.1, this Trust shall terminate, and the Trustee shall distribute the Trust Estate free of trust as follows:

9.2.1. The real property located at 28 South Cays Court, Coronado, California, shall be distributed to Trustor's son, ROBERT ADAM LOWRY.

9.2.2. The balance of the trust estate shall be distributed to Trustor's children, BARBARA LOWRY COTTER and ROBERT ADAM LOWRY, equally, share and share alike, or to their issue by right of representation.

*As amended by
Deed 2/27/92*

9.3. Any principal distributable to Trustor's lawful issue under the age of thirty (30) years shall be held in trust as a separate trust for such issue by the Trustee of this trust and with all the powers and discretions had with respect to this trust generally:

9.3.1. The net income from each trust held for the benefit of an issue of the Trustor shall be distributed to such issue; provided, however, in the sole discretion of the Trustee, income not necessary for health, education, support and maintenance of such issue before such issue attains the age of twenty-one (21) years may be accumulated and added to the principal of such trust.

9.3.2. Any of Trustor's issue having attained, or upon attaining, the age of thirty (30) years may withdraw the entire trust estate then held for him.

9.3.3. Anything herein to the contrary notwithstanding, if any trust shall have a balance of less than thirty thousand dollars (\$30,000.00), and the respective issue has attained the age of twenty-one (21) years, said issue may withdraw the entire trust then held for him.

9.3.4. Upon the death of an issue of Trustor for whom a trust is then held, such trust shall be distributed to his then living issue upon the principal of representation subject to the provisions of this Section 9.3.

9.3.5. Upon the death of an issue of Trustor for whom a trust is held who dies leaving no living lawful issue, such trust shall be distributed upon the principal of representation to the then living lawful issue of his nearest ancestor having lawful issue,

providing they are issue of Trustor, and subject to the provisions of this Section 9.3, and provided further, however, that any distribution, pursuant to the provision of this Subsection 9.3.5, to a person for whom a trust is held under the provisions of this Section 9.3 shall be added to such trust for such person, and no new trust for such person shall be established.

9.4. If any share of any trust becomes distributable to a minor, then such share shall immediately vest in such minor, but the Trustee shall retain possession of each such minor's share during his minority. The Trustee shall use and expend so much of the income and principal of each minor's share as it deems necessary or desirable for his care, support and education, and any income not so expended shall be added to principal. The Trustee shall have, with respect to each share so retained, all the powers and discretions had with respect to this trust generally.

9.5. If the payments from these trusts to which any beneficiary may be entitled, together with other income of such beneficiary, of which the Trustee has actual knowledge, shall be insufficient in the discretion of the Trustee to provide for the reasonable health, education, support and maintenance of such beneficiary, the Trustee may pay to such beneficiary or apply for his or her benefit so much of the principal up to and including the whole of the respective trust as the Trustee may deem advisable. Trustor directs that the Trustee be liberal when considering the educational needs of Trustor's issue. The term "education" shall include all college, university, graduate, post-graduate and professional courses and programs.

9.6. Unless terminated at an earlier date under the foregoing provisions, this trust shall cease on the date which is twenty-one (21) years after the death of the last survivor of Trustor's lawful issue living at the time of the demise of the Trustor. Upon such termination, the trust estate remaining shall go and be distributed to the persons then entitled to the income therefrom, in the same shares and proportions as they were at the time entitled to receive such income.

9.7. The interests of beneficiaries in principal or income shall not be subject to claims of their creditors or others nor to legal process and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE 10.

POWERS OF TRUSTEE

10.1. The Trustee shall with respect to any and all property which may at any time be held by him in trust pursuant to this

PAGE 5 OF DECLARATION OF TRUST

A.H.L.
A.H.L.

Declaration, whether such property constitutes principal or accumulated income of any trust provided for in this Declaration, have power, exercisable in the Trustee's discretion at any time and from time to time on such terms and in such manner as the Trustee may deem advisable, to:

10.1.1. Sell, convey, exchange, convert, improve, repair, manage, operate and control.

10.1.2. Lease for terms within or beyond the term of any trust provided for in this Declaration and for any purpose, including exploration for and removal of gas, oil and other minerals, and for farming operations; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.

10.1.3. Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge or otherwise.

10.1.4. Carry insurance of such kinds and in such amounts at the expense of the trust provided for in this Declaration as the Trustee may deem advisable.

10.1.5. Commence or defend at the expense of the trust provided for in this Declaration such litigation with respect to any such trust or any property of the Trust Estate as he may deem advisable.

10.1.6. Invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds. The Trustee is hereby authorized to employ investment counsel to manage the investments of the trust.

10.1.7. The Trustee is authorized to buy, sell and trade securities of any nature, including short sales on margin, and for such purpose may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by him with such brokers as security for loans and advances made to the Trustee.

10.1.8. Vote and give proxies to vote any securities, including stock of the Trustee, held by him in trust pursuant to this Declaration, having voting rights.

10.1.9. Pay any assessments or other charges levied on any stock or other security held by him in trust pursuant to this Declaration.

10.1.10. Exercise any subscription, conversion or other rights or options which may at any time attach, belong or be given to the holders of any stocks, bonds, securities or other instruments held by him in trust pursuant to this Declaration.

10.1.11. Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger or liquidation of any corporation or organization that has issued securities held by him in trust pursuant to this Declaration, and incident to such participation to deposit securities with and transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.

10.1.12. Enforce any mortgage or deed of trust or pledge held by him in trust pursuant to this Declaration and at any sale under any such mortgage, deed of trust or pledge to bid and purchase at the expense of any trust provided for in this Declaration any property subject to such security instrument.

10.1.13. Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against any trust provided for in this Declaration.

10.1.14. Subject to any limitations expressly set forth in this Declaration and the faithful performance of his fiduciary obligations, to do all such acts, take all such proceedings and exercise all such rights and privileges as could be done, taken or exercised by an absolute owner of the trust property.

10.2. The Trustee shall have power to borrow money from any person, firm or corporation, for any trust purpose on such terms and conditions as the Trustee may deem proper and to obligate the trust to repay such borrowed money.

10.3. The Trustee is authorized to purchase securities or other property from and to make loans and advancements from the Trust Estate with or without security to the executor or other representative of the Trustor's estate.

10.4. The Trustee may hold securities or other property subject to this Declaration in his name as Trustee under this Declaration, or in the name of his nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

10.5. Except as otherwise specifically provided in this Declaration, the Trustee shall have full power and authority to determine, in his discretion, what shall constitute principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable under the terms of this Declaration.

10.6. All property taxes, assessments, fees, charges and other expenses incurred by the Trustee in the administration or protection of the trust created by this Declaration shall be a charge on the Trust Estate and shall be paid by the Trustee prior to final

distribution of the Trust Estate in full out of principal or in full out of the income of the Trust Estate, or partially out of the principal and partially out of the income of the Trust Estate, in such manner and proportions as the Trustee may deem to be advisable.

10.7. The Trustee is authorized to abandon any property or interest in property belonging to the Trust when, in the Trustee's discretion, such abandonment is in the best interests of the Trust and its beneficiaries.

10.8. The Trustee is authorized, in his discretion, withhold from distribution at the time for distribution of any property in this Trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities contingent or otherwise, properly incurred in the administration of the Trust Estate.

10.9. The Trustee, in his discretion, shall have the power to employ any custodian, attorney, accountant, corporate fiduciary, or any other agent or agents to assist the Trustee in the administration of this Trust and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the Trust Estate out of either income or principal as the Trustee in his discretion may determine, and shall not decrease the compensation to which the Trustee is entitled.

ARTICLE 11.

ADMINISTRATIVE PROVISIONS

11.1. Whenever the right of any beneficiary to payments from the net income or principal of the Trust Estate shall terminate, either by reason of death or other cause, any accrued or undistributed net income from the Trust Estate undistributed by the Trustee on the date of such termination shall be held, administered and distributed by the Trustee in the same manner as if such income had accrued and been received by the Trustee after the date such beneficiary's right to receive payments from the trust terminated.

11.2. In exercising his discretionary authority under this Declaration to make payments to or for the benefit of any beneficiary from the net income or principal of the Trust Estate, the Trustee shall take into consideration any income or other means of care, maintenance, support or education available to such beneficiary from sources outside the trust that may be known to the Trustee.

11.3. In any case where payment is to be made to an incompetent, the Trustee may make such payment to the guardian for the person or the conservator of the person of such incompetent.

PAGE 8 OF DECLARATION OF TRUST

A.H.
A.H.L.

11.4. Unless otherwise specifically provided in this Declaration, all powers granted to any person by the provisions of this Declaration may be exercised by such person at any time during his or her life, except that if a guardian for the person or estate or a conservator of the person or property of any such person has been appointed by a court of competent jurisdiction, then neither such person nor any such guardian or conservator shall have any power to exercise any powers granted such person by any provision of this Declaration.

11.5. The terms "incompetent," "incompetency" or other words of similar import shall be construed as used in this Declaration to refer to all cases where a guardian for the person or estate or a conservator of the person or property of any person having rights under this Declaration has been appointed by a court of competent jurisdiction for any reason except minority of such person. Any person having rights under this Declaration shall be deemed "competent" and his "competency" shall be unquestioned by the Trustee until a court of competent jurisdiction has appointed a guardian for the person or estate of such person or a conservator of the person or property of such person.

11.6. On any final or partial distribution of the assets of the Trust Estate and on any division of the assets of the Trust Estate into shares or partial shares, the Trustee may distribute or divide such assets in kind, may distribute or divide undivided interests in such assets, or may sell all or any part of such assets and make distribution or division in cash or partly in cash and partly in kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate shall be binding on all persons in any manner interested in any trust provided for in this Declaration.

ARTICLE 12.

MISCELLANEOUS PROVISIONS

12.1. Any Successor Trustee appointed as provided in this Declaration because of the death, resignation or incompetency of the Trustee shall, on such appointment being made, immediately succeed to all title of the Trustee to the Trust Estate and to all powers, rights, discretions, obligations and immunities of the Trustee under this Declaration with the same effect as though such Successor Trustee were originally named as Trustee in this Declaration.

12.2. Any Trustee named herein shall be entitled to receive reasonable compensation from time to time without prior court order and shall be entitled to reimbursement of all reasonable expenses which Trustee incurs in the scope of trust administration.

12.3. No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as Trustee in the manner specified herein, for the faithful performance of his duties as Trustee.


12.4. As used in this instrument, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates. In this instrument, the term "issue" shall refer to lawful linear descendants of all degrees, and the terms "child," "children" and "issue" shall include adopted persons who were minors at the date of adoption.

12.5. The trusts created by this Declaration have been accepted by the Trustee in the State of California and will be administered by the Trustee in California, and the validity, construction and all rights under this Declaration shall be governed by the laws of the State of California.

12.6. Should any provision of this Declaration be or become invalid or unenforceable, the remaining provisions of this Declaration shall be and continue to be fully effective.

12.7. In the event any beneficiary under this Trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Trust or of the Trustor's Last Will or seek to obtain an adjudication in any proceeding in any court that this Trust or any of its provisions, or that such Will or any of its provisions, is void, or seek otherwise to void, nullify or set aside this Trust or any of its provisions, then the right of such person to take any interest given to him by this Trust shall be determined as it would have been determined had the person predeceased the execution of this Declaration of Trust leaving no lawful living issue. The Trustee is hereby authorized to defend, at the expense of the Trust Estate, any contest or attack of any manner on this trust or any of its provisions.

EXECUTED on this 30 day of July, 1991, at
Coronado, California.


Arinthia H. Lowry

I, ARINTHIA H. LOWRY, certify that:

1. I am the person named as Trustor in the foregoing Declaration of Trust;

2. I have read the foregoing Declaration of Trust, and it correctly sets forth the terms and conditions under which the Trustee named in it is to hold, administer and distribute the Trust Estate described in it;

3. I confirm, ratify and approve such Declaration of Trust and request the Trustee to execute it.

EXECUTED on this 30 day of July, 1991, at Coronado, California.

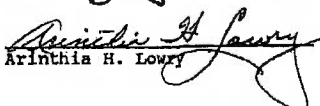

Arinthia H. Lowry

EXHIBIT C

FIRST AMENDMENT

TO

DECLARATION OF TRUST

TO: ARINTHIA H. LOWRY, Trustee under provisions of that
DECLARATION OF TRUST dated July 30, 1991.

Pursuant to the right reserved to the undersigned as
Trustor in the Declaration of Trust Dated July 30, 1991, the
undersigned, ARINTHIA H. LOWRY, hereby amends that Declaration of
Trust in the following particulars:

I

Section 3.1 of ARTICLE 3 is hereby deleted, and there is
substituted therefor the following Section 3.1:

3.1. Trustor declares that she has set aside
and holds in trust the Trust Estate and
therefore designates herself, ARINTHIA H.
LOWRY, as Trustee of the trust herein created
to perform the duties under this Declaration.
In the event that ARINTHIA H. LOWRY is unable
or unwilling to continue to serve as Trustee,
~~then the Trustor designates ROBERT ADAM LOWRY~~
~~as successor Trustee.~~

II

Subsection 9.2.2 of ARTICLE 9 is hereby deleted, and
there is substituted therefor the following Subsection 9.2.2:

9.2.2. The balance of the trust estate shall
be distributed to Trustor's son, ROBERT ADAM
LOWRY, or to his issue by right of
representation.

PAGE 1 OF FIRST AMENDMENT TO DECLARATION OF TRUST


A.H.L.

III

The right to amend or cancel the foregoing amendment in whole or in part is hereby reserved.

IV

Except as herein amended, the Trustor hereby ratifies and affirms the provisions of said DECLARATION OF TRUST.

EXECUTED this 27th day of February, 1992, at San Diego, California.


Arinthia H. Lowry, Trustor

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ss.

On Feb. 27, 1992, before the undersigned, a Notary Public in and for said County and State, personally appeared ARINTHIA H. LOWRY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same.

WITNESS my official hand and seal.

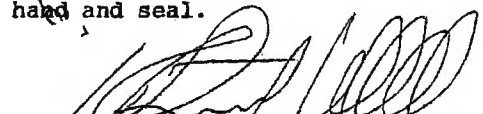

Notary Public



EXHIBIT D

WILL
OF
ARINTHIA M. LOWRY

I, ARINTHIA M. LOWRY, a resident of San Diego County, California, declare this to be my Will, and I hereby revoke all wills and codicils previously made by me.

FIRST: I am a widow. I have two (2) children, whose names and birthdates are as follows:

BARBARA LOWRY COTTER, born February 20, 1942

ROBERT ADAM LOWRY, born December 3, 1949

I have no deceased children.

SECOND: I give my 1982 Corvette, or whatever automobile I am driving at the time of my death, to my son, ROBERT ADAM LOWRY.

THIRD: I give my jewelry, furs and clothing to my daughter, BARBARA LOWRY COTTER.

FOURTH: I give all my household furniture and furnishings, and other tangible articles of personal property or my interest in any such property otherwise not specifically disposed of by this will or in any other manner, together with any insurance on such property, to my children then living to be divided among them by my Co-Executors in their discretion in as nearly equal proportions as may be practical.

If I have left a letter concerning the distribution of my tangible personal property, I request, but

PAGE 1 OF MY WILL

A.H.L.
A.H.L.

do not require, that my Co-Executors honor my wishes as set forth in such letter.

FIFTH: I give the residue of my estate to the Trustee of the LOWRY FAMILY TRUST under Declaration of Trust dated July 30, 1991, wherein I am a Trustor, to be added to and become part of the corpus of said Inter Vivos Trust, and to be held, managed, administered and distributed according to the provisions thereof and any amendments thereto. In the event that said Trust is not in existence at the time of my demise, I nevertheless give the residue of my estate to said Trustee, and I incorporate into my will all of the provisions of said Declaration of Trust, including amendments made pursuant to the terms thereof.

SIXTH: I nominate BARBARA LOWRY COTTER and ROBERT ADAM LOWRY as the Co-Executors of this Will to serve without bond. If either BARBARA LOWRY COTTER or ROBERT ADAM LOWRY shall fail for any reason to qualify or cease to act as Co-Executor, the remaining Co-Executor shall serve as sole Executor hereof, to serve without bond.

I authorize my executor to sell, with or without public notice, at either public or private sale, and to lease property belonging to my estate subject only to such confirmation of court as may be required by law. Further, I authorize my executor to distribute assets in cash or in kind as the executor in their discretion deems appropriate.

SEVENTH: If any beneficiary under this Will in any manner, directly or indirectly, contests this Will or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me without issue.

PAGE 2 OF MY WILL

A.H.L.
A.H.L.

EIGHTH: Except when the context in this Will requires otherwise, the singular includes the plural, and the masculine gender includes the feminine and neuter.

EXECUTED on this 30 day of July, 1991,
at Coronado, California.

Arinthia H. Lowry
Arinthia H. Lowry

The foregoing instrument, consisting of three (3) pages, was ~~at~~ the date thereof, by ARINTHIA H. LOWRY, the Testatrix, subscribed and declared to be her Will in the presence of us, who, at her request, in her presence and in the presence of each other, do sign the same as witnesses. At the time of signing this Will, the Testatrix and each of us who is acting as a witness are over eighteen (18) years of age. The Testatrix appears to be of sound and disposing mind and memory, and each of us has no knowledge of any fact indicating that the foregoing instrument, or any part of it, was procured by duress, menace, fraud or the undue influence of any person whomsoever.

Each of us declares under penalty of perjury under the laws of the State of California that the foregoing statement is true and correct and that this declaration is signed on July 30, 1991, at Coronado, California.

Deborah B. Callahan residing at 633 Margarita Avenue
Coronado, CA 92118

[Signature] residing at 633 Margarita Ave.
Coronado, CA 92118

_____ residing at _____

PAGE 3 OF MY WILL

A.H.L.
A.H.L.

EXHIBIT B
FIRST CODICIL TO WILL
OF
ARINTHIA H. LOWRY

I, ARINTHIA H. LOWRY, a resident of San Diego County, California, declare this to be a First Codicil to my Will which bears the date of July 30, 1991.

FIRST: PARAGRAPH THIRD is deleted in its entirety.

SECOND: The first paragraph of PARAGRAPH SIXTH is deleted in its entirety, and there is substituted therefor the following first paragraph of PARAGRAPH SIXTH:

SIXTH: I nominate ROBERT ADAM LOWRY as Executor of this Will, to serve without bond. If ROBERT ADAM LOWRY shall fail for any reason to qualify or cease to act as Executor, I nominate HOMEFED TRUST as Executor, to serve without bond.

THIRD: In all other respects, I ratify, confirm and republish my said Will.

IN WITNESS WHEREOF, I have hereunto set my hand on this 27th day of February, 1992, at San Diego, California.


Arinthia H. Lowry

On the date written below ARINTHIA H. LOWRY declared to us, the undersigned, that this instrument, consisting of two (2) pages, including the page signed by us as witnesses, was her First Codicil

PAGE 1 OF FIRST CODICIL TO WILL


~~2-27-92~~

to Will and requested us to act as witnesses to it. She thereupon signed this codicil in our presence, all of us being present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses.

Each of us declares under penalty of perjury under the laws of the State of California that the foregoing statement is true and correct and that this declaration is signed on February 27, 1992, at San Diego, California.

Peggy Anderson residing at 5936 Euclid St
San Diego, CA 92115
[Signature] residing at 633 Margoult Ave.
Coronado, CA 92118
 _____ residing at _____

QUITCLAIM

DEED

QUITCLAIM DEED

Most quitclaim deeds clearly indicate grantors and grantees as shown in the example.

Grantors:

YEATTS MELISSA ROBIN

LAND MELISSA B.

LAND MELISSA B

Grantees:

YEATTS MELISSA ROBIN

YEATTS JEFFREY C.

MC
BC

BOOK 1453 PAGE 800 (3)

510219



3

12

Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
03/13/2013 02:50:16 PM
Fee Amt: \$28.00 NC Excise Tax: \$0.00
MITZI M. EVANS

✓ Excise Tax -0- Recording Time, Book and Page
Tax Lot No. _____ Parcel Identifier No.: 166234
Verified by _____ County on the _____ day of _____ 20____
by _____
Mail after recording to _____ Grantee

This instrument was prepared by Griffo, Brunson & Wood, LLP ✓
c/o APPALACHIAN TITLE COMPANY
21345 Catwaba Ave, Cornelius NC 28031
Office (704) 519-0500

Brief Description for the Index Tract 5, Myrtle P. Ellington Estate

NORTH CAROLINA QUITCLAIM DEED

THIS DEED made March _____, 2013 by and between

GRANTOR

MELISSA ROBIN YEATTS F/K/A MELISSA B. LAND
1800 Hampton Rd
Reidsville, NC 27320

GRANTEE ✓

MELISSA ROBIN YEATTS and husband,
JEFFREY C. YEATTS
1800 Hampton Rd
Reidsville, NC 27320 ✓

Property is Grantor's Primary Residence

The designation Grantor and Grantee 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 the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Rockingham County, North Carolina and more particularly described as follows:

See Exhibit A, Attached hereto

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1134 at Page 596.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor 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 Grantor 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:

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.

Melissa Robin Yeatts F/K/A Melissa B. Land
 Melissa Robin Yeatts F/K/A Melissa B. Land

(SEAL)

SEAL-STAMP



NORTH CAROLINA
Rockingham COUNTY

I, Roland D. Alston, Jr., Notary Public for Guilford County and State of North Carolina, hereby certify that Melissa Robin Yeatts F/K/A Melissa B. Land personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. I certify that the Signatory personally appeared before me this day and that I have seen satisfactory evidence of the Signatory's identity by a current state or federal identification with the Signatory's photograph in the form of current driver's license/passport. The Signatory acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the 16 day of March, 2013.

Roland D. Alston, Jr.
 Notary Public
 My Commission Expires: Aug 27, 2017 ✓

EXHIBIT A

Being a portion of that property formerly owned by G. D. Ellington and wife, Myrtle P. Ellington in Ruffin Township and being a portion of Tracts 1 and 2 of the T. C. Harville Division described in Deed Book 217, Page 122, and Deed Book 122, Page 182 in the office of the Register of Deeds of Rockingham County. Reference is also made to Book 136, Page 434.

BEGINNING at a P-K nail in the center line of SR 1941, said nail being the Northeast corner of Tract 9; thence with the said center line as follows: North 07 deg. 59' 10" West 87.18 feet to a P-K nail, North 09 deg. 18' 50" West 64.25 feet to a P-K nail on line with Otis Ellington's south lot line, North 09 deg. 18' 50" West 35.75 feet to a P-K nail, North 12 deg. 52' 10" West 100.00 feet to a P-K nail, North 16 deg. 47' 30" West 100.00 feet to a P-K nail, North 21 deg. 06' 00" West 31.63 feet to a P-K nail, on line with Otis Ellington's North lot line, North 19 deg. 21' 30" West 200.00 feet to a P-K nail, the southeast corner of Tract 7; thence South 80 deg. 20' 10" West with the line of Tract 7, 952.48 feet to an iron in the line of Cleam Palmer Heirs, the southwest corner of Tract 7 and passing over an iron at 30.18 feet in the western right of way margin of SR 1941; thence with the Palmer Heirs, South 01 deg. 28' 30" East 600.00 feet to an iron, the northwest corner of Tract 9; thence with the line of Tract 9, North 81 deg. 24' 30" West 1092.91 feet to a P-K nail in the center line of SR 1941, the POINT OF BEGINNING and passing over an iron in the western right of way margin at 1063.10 feet, and containing 14.38 acres gross, and being designated Tract 8 of the Myrtle P. Ellington Estate. See map by Chambers & Associates dated December 1975 of property of Myrtle P. Ellington Estate recorded in Map Book 15, Page 74 in the office of the Register of Deeds of Rockingham County.

This description includes the 2.11 acre tract as conveyed to H. Otis Ellington and wife, Helen D. Ellington in Book 506, Page 478. Deed Reference: Book 506, Page 478, Book 704, Page 653 and Book 1110, Page 2242, Rockingham County Registry. (JRC/smf101079)

TRUSTEE'S
DEED

TRUSTEE'S DEED

Trustee's deeds are indexed in the grantor index under the name of the trustee. The names of the debtors on the original deed of trust are indexed as grantors on the trustee's deed, **if they are clearly shown in the trustee's deed**. G.S. 161-22.1. The names of the parties receiving the property are indexed as grantees.

On the attached example:

Grantors:

MADDREY JOSEPH G. TR

WILKINS LESLIE D.

WILKINS MELISSA D.

MADDREY JOSEPH G TR

Grantees:

LSB PROPERTIES, INC.

MADDREY JOSEPH G. TR

NEWBRIDGE BANK

FNB SOUTHEAST

Note:

A trustee's deed is open for reasonable disagreement as to whether or not it is an original instrument or a subsequent instrument. In one sense, it is an original instrument because it is a new conveyance. But, in another sense, it is a subsequent instrument to the original deed of trust. A better approach is to index it as if it is a subsequent instrument and reflect the original book and page number of the previously recorded instrument (if it is stated in the trustee's deed) in the description column or field.

BOOK 1453 PAGE 1196 (3)

510320



Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
03/18/2013 11:19:13 AM
Fee Amt: \$26.00 NC Excise Tax: \$154.00
MITZI M. EVANS

✓
DRAWN BY: Joseph G. Maddrey
✓ Return to: Grantee
✓ Tax Parcel No. 166764
✓ Excise Tax: \$154.00

STATE OF NORTH CAROLINA

COUNTY OF ROCKINGHAM

TRUSTEE'S DEED

THIS TRUSTEE'S DEED, made this 18th day of March, 2013, by and between Joseph G. Maddrey, Substitute Trustee in the Deed of Trust hereinafter mentioned (the "Grantor"), and LSB Properties, Inc. whose address is 38 West First Avenue, Lexington, NC 27292 (the "Grantee");

✓
WITNESSETH:

WHEREAS, Leslie D. Wilkins and Melissa D. Wilkins, executed a Deed of Trust dated August 14, 2006 and recorded in Book 1293 at Page 1710 in the Rockingham County Public Registry, to Joseph G. Maddrey, Substitute Trustee for NewBridge Bank f/k/a FNB Southeast (the "Deed of Trust"), to which reference is hereby made; and,

WHEREAS, default having occurred in the payment of the indebtedness secured by said Deed of Trust and Grantor having been named as Substitute Trustee, as set forth in Book 1439 at Page 748 of the Rockingham County Public Registry, due demand was made on the Grantor by the owner and holder of the indebtedness secured by said Deed of Trust that he foreclose the said Deed of Trust and sell the property under the terms thereof; and,

WHEREAS, under and by virtue of the power and authority in him vested by said Deed of Trust and according to the terms and the stipulations of the same, and having instituted a special proceeding before the Clerk of Superior Court of Rockingham County, entitled "12-SP-403", and after due advertisement as in said Deed of Trust provided and as by law required, and due and timely notice having been given to the parties to said special proceeding, and a proper hearing having been conducted on September 25, 2012, whereupon the Clerk of Superior Court of Rockingham County,

North Carolina authorized Grantor to proceed under said Deed of Trust and sell the real property as hereinbelow described. Grantor, at 11:00 A.M. on February 26, 2013, did expose the land described and conveyed, subject to any and all superior liens, including without limitation the lien of unpaid taxes and assessments, easements, conditions, restrictions and matters of record, for sale at public auction at the Rockingham County Courthouse door in Wentworth, North Carolina, when and where NewBridge Bank became the last and highest bidder for said land at the price of Seventy Seven Thousand Three Hundred Ninety Four and 00/100 dollars (\$77,394.00) and said bid was thereafter assigned to LSB Properties, Inc.; and,

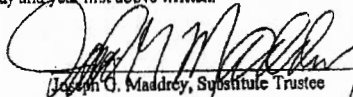
WHEREAS, Grantor duly reported the land sale to the Clerk of Superior Court of Rockingham County as by law required, and thereafter said sale remained open ten days and no advance bid was placed thereon in the time allowed by law; and,

WHEREAS, said purchase price has now been fully paid;

NOW, THEREFORE, in consideration of the premises and the payment of said purchase price by Grantee, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the authority vested in him by the terms of the said Deed of Trust, Grantor does hereby bargain, sell, grant and convey unto Grantee and its successors and assigns, all that certain lot or parcel of land lying and being in the County of Rockingham, State of North Carolina, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said land, together with all privileges and appurtenances as thereunto belonging unto the said Grantee, its successors and assigns, forever, in as full and ample manner, as Grantor, Trustee, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Grantor, Trustee of the aforesaid Deed of Trust, has hereunto set his hand and affixed his seal the day and year first above written.

 (SEAL)
Joseph C. Maddrey, Substitute Trustee

STATE OF NORTH CAROLINA, ROCKINGHAM COUNTY ss:

I, Karen S. Hall, a Notary Public of the County of Rockingham, State of North Carolina, do hereby certify that Joseph C. Maddrey, Substitute Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18th day of March, 2013.

My Commission Expires: 12-7-2016

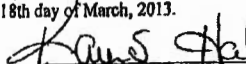


Karen S. Hall
Notary Public


EXHIBIT A

TRACT 1: BEGINNING at an iron located in the eastern right of way of Southern Railway with said beginning iron being the southwest corner of William K. Carrigan; thence with the line of Carrigan S. 61 deg. 14 min. 10 sec. East 156.64 feet to an iron in the west margin of N.E. Market Street; thence with the west margin of N.E. Market Street (SR #2549) S. 17 deg. 31 min. 30 sec. West 295.02 feet to an iron; thence N. 70 deg. 30 min. 25 sec. West 117.99 feet to iron in line of Southern Railway; thence N. 11 deg. 11 min. 10 sec. East 323.47 feet to an iron, the point of beginning and being a tract of 0.95 acre as shown on a plat of survey for William Gravely, Jr. dated August 17, 1994 prepared by William S. May, Jr. RLS.

TRACT 2: BEGINNING at an iron stake on the west side of the old Danville Road, same being the northeast corner of Tract No. 14; thence with the said road North 31 deg. 15 min. East 202 feet to an iron stake in Bennett's line; thence with Bennett's line North 75 deg. West 213 1/4 feet to an iron stake in the Southern Railway right of way; thence with the Southern Railway right of way, South 24 deg. 30 min. West 150.75 feet to an iron stake, same being the northwest corner of Tract No. 14; thence with the line of Tract No. 14, South 61 deg. 45 min. East 188 feet to the point of beginning, and being and known as Tract No. 15, as per map of the J.H. Laster Estate, surveyed in May, 1937, By S.F. Terry, Jr., C.E., and containing .66 of an acre, and being the identical lot or parcel of land conveyed to Will H. Laster, Trustee, by Bessie M. Driskill and husband, deed being recorded in the Office of the Register of Deeds for Rockingham County in Book 331, Page 546. See also Deed Book 360, page 39; and Deed Book 475, at page 256.

TRACT 3: Located in Reidsville Township and beginning at an iron in the right of way of the Southern Railway Company and corner for Jim Laster and J.W. Bennett and Sallie Bennett; thence North 27 deg. 54 min. East 95 feet, more or less, to an iron in the center of the county road which leads from U.S. Highway No. 29 across the Southern Railroad's tracts to the county road known as the Old Danville Road; thence with the center of said road South 62 deg. 40 min. East 195 feet to an iron in the west margin of the Old Danville Road above referred to; thence North 75 deg. 58 min. West 237.7 feet to the point of beginning and being a triangular shaped lot of land cut from the old J.H. Bennett Homeplace, said tract of land being a short distance south and in sight of the Old Bennett Homeplace.

TRACT 4: Any and all property inuring to grantor, if any, by virtue of N.C. State Road #2548 being closed by the North Carolina Dept. of Transportation. See survey by Wilson dated January 1973 for W.K. Carrigan.

SAVE AND EXCEPT any out-conveyances including the tract conveyed to the N.C. Dept. Of Transportation as recorded in Book 704, Page 500, and Book 709, Page 93, Rockingham County Registry.

This conveyance is made subject to all existing rights of way of Southern Railroad, public roads and public utilities.

DEED
OF
CORRECTION

DEED OF CORRECTION

A Deed of Correction usually indicates the grantors and the grantees.

A Deed of Correction falls under G.S. 161-14.1 for subsequent instruments.

On the attached example:

Grantors:

PAGE SAM S.

ROCKINGHAM COUNTY

WARDEN FRANKLIN H.

WARDEN PENNY PAGE

BARKER MAGGIE M.

Grantees:

THOMAS RAYMOND C.

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument as it is provided in the Deed of Correction. The original book and page number is to appear in the description column or field.



Filed
 Rockingham County, NC
 Rebecca B. Cipriani, Register of Deeds
 09/12/2012 03:10:00 PM
 Fee Amt: \$26.00 NC Excise Tax: \$0.00
 DEANNA R. HAMILTON

Prepared by: Robert V. Shaver, Jr., Assistant County Attorney
 Return to Grantee - ~~Raymond C. Thomas~~ 2037 East Stadium Dr. Eden NC 27288

STATE OF NORTH CAROLINA
 COUNTY OF ROCKINGHAM

DEED OF CORRECTION

stamps: 0

THIS CORRECTION DEED is made and entered into this 6th day of September, 2012, by and between Sam S. Page, Sheriff, Commissioner, Grantor and Raymond C. Thomas, Grantee:

THAT WHEREAS, party of the first part heretofore executed and delivered to Raymond C. Thomas a certain deed dated June 26, 2012, and recorded in Deed Book 1436, Page 67 in the Office of the Rockingham County Register of Deeds, State of North Carolina;

AND WHEREAS, there were minor errors within the legal description to the real property described in the aforesaid deed whereby several lines of the property description were omitted as a result of scanning and recording the deed.

NOW THEREFORE, pursuant to NCGS § 47-36.1, Grantor hereby re-records this deed with a corrected property description as set out below.

WITNESSETH

THAT WHEREAS, Sam S. Page, Sheriff was appointed commissioner under an order of the District Court of Rockingham County, North Carolina, in the tax foreclosure proceeding entitled "Rockingham County vs. Franklin H. Warden and wife, Penny Page Warden, et al." [File# 11 CVD 1958]; and Sam S. Page was directed as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, Deputy Maggie M. Barker for Sam S. Page, Commissioner, did on the 6th day of June, 2012, offer the land hereinafter described at a public sale at the Rockingham County Courthouse door, in Wentworth, and Raymond C. Thomas became the last and highest bidder for the sum of \$20,500.00; and no further upset or increased bids having been made within the time allowed by law, that the terms of the sale have been complied with, and the sale having been confirmed, and Sam S. Page, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;


NOW, IN CONSIDERATION of the premises and the sum of \$20,500.00, receipt of which is hereby acknowledged, Sam S. Page, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to Raymond C. Thomas, his successors, heirs and assigns, that real property, lying and being situated in Leaksville Township, Rockingham County, North Carolina, and described as follows:

551 S. Fieldcrest Road, Eden, NC
Rockingham County Tax Parcel #112594

Beginning at an iron stake intersection of Water Street and S. Fieldcrest Road (formerly Lake Street); thence with S. Fieldcrest Road North 48 deg. 20' West 150 feet to a stake corner of Lot 47; thence with line of Lot 47 South 55 deg. 10' West 145 feet to a stake line of Lot 51; thence with line of Lot 51 and parallel with S. Fieldcrest Road North 48 deg. 20' West 133.5 feet to a stake corner Lot 46; thence in a southwesterly direction 50 feet to corner Lot 52; thence South 48 deg. 20' East 287 feet to a stake on Water Street; thence with Water Street North 55 deg. 10' East 195 feet to the place of BEGINNING. Same being lots 48, 49, 50 and 51, in the subdivision of lots 154 and 155, made of the Lucy Sharp Addition at Draper, by S. B. Dameron, July, 1923.

To have and to hold the aforesaid tract of land, to Raymond C. Thomas, his successors, heirs and assigns forever, in as full and ample manner as Sam S. Page, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Sam S. Page, Commissioner, has hereunto set his hand and seal.

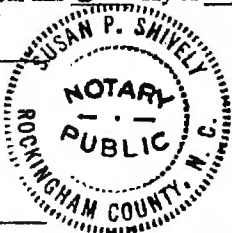

COMMISSIONER

**NORTH CAROLINA
ROCKINGHAM COUNTY**

I, Susan P. Shively, a notary public of this county, do hereby certify that Sam S. Page, Commissioner, grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

WITNESS my hand and official seal this 6th day of September, 2012.

Susan P. Shively ✓
Notary Public



My commission expires:

08-26-2017 ✓

DEED
OF
TRUST

DEED OF TRUST

Deeds of Trust are indexed in the grantor index under the names of the debtors or borrowers. The trustee is no longer required to be indexed as the grantee. The beneficiary is indexed as the grantee. You may also index the lender as a grantee.

Grantors:

WOOD MORRIS

WOOD ELLEN

Grantees:

HAGOOD TALMADGE E. JR.

HAGOOD JANICE O.

HISTORY NOTE: G.S. 161-22(d).

Effective 10-01-2005, deeds of trust may be indexed in the names of the grantor and the beneficiary only. Prior law permitted the register to index deeds of trust in the names of the grantor and trustee only. You may choose to index the Trustee, but it is no longer required.

206

BOOK 1453 PAGE 287 (4)

510050



Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
03/11/2013 12:48:36 PM
Fee Amt: \$58.00 NC Excise Tax: \$0.00
CATINIA E. WINCHESTER

NORTH CAROLINA PURCHASE MONEY DEED OF TRUST

Mail after recording to **BENEFICIARY: 114 N. Oakland Avenue, Eden, NC 27228**

This instrument was prepared by **Joseph G. Maddrey**

Brief description for the Index

THIS DEED OF TRUST made this 11th day of March, 2013, by and between

GRANTOR	TRUSTEE	BENEFICIARY
Morris Wood, and wife Ellen Wood	Joseph G. Maddrey P.O. Box 507 Eden, NC 27289-0507	Talmadge B. Hagood, Jr., and wife Janice O. Hagood 114 N. Oakland Avenue Eden, NC 27228

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 Forty Nine Thousand Six Hundred Ninety Two and 26/100 Dollars (\$49,692.26), 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 February 1, 2026.

NOW, THEREFORE, as security for said indebted, 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 present bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in Rockingham County, North Carolina, (the "Premises") and more particularly described as follows:

See Exhibit A Attached.

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 cancelled or 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 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 given 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

TITLE NOT EXAMINED

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 Sales shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such processing, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, services 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 \$1,000.00 whichever is greater, for a completed foreclosure, in the event foreclosure is commenced, but not completed, the Company 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, 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 the 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 retelling and collection, to apply the remainder to the debt secured thereby.
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 hereinafter 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 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 of 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.**

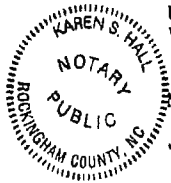
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Morris Wood (SEAL)
Morris Wood
Ellen Wood (SEAL)
Ellen Wood

SEAL-STAMP

NORTH CAROLINA, Rockingham County.

I, Karen S. Hall, a Notary Public of the County and State aforesaid, certify that Morris Wood and Ellen Wood, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of March 2013.



My Commission expires: 12-7-2016

Karen S. Hall
Notary Public

EXHIBIT A

Same being lot No. 14, Section 9 as per map of Oakland made by W. Robt. Kelly, August 1909, a copy of which can be found on record in the Register of Deeds Office of Rockingham County, North Carolina and more particularly described as follows:

Beginning at an iron stake, the intersection of Fourth and Bryant Streets; thence S. 3 deg. 15' W. 80 feet to a stake, corner of Lot No. 15; thence with line of lot No. 15 N. 86 deg. 30' W. 160 feet to a stake in the line of Lot No. 13; thence with the line of Lot No. 13, N. 3 deg. 14' East 80 feet to a stake on Fourth Street; thence with Fourth Street 86 deg. 30' E. 160 feet to the place of beginning and containing 2,560 sq. ft. more or less. For further reference see Deed Book 369, Page 353, Rockingham County Registry, and Book 908, Page 717, Rockingham County Registry.

DEED OF TRUST

AND

ASSIGNMENT

DEED OF TRUST AND ASSIGNMENT

Deeds of Trust and Assignments are indexed in the grantor index under the names of the debtors or borrowers, and in the name of the beneficiary. The trustee, beneficiary, and assignee are indexed as grantees.

Grantors:

ALLGOOD CONSTRUCTION CO INC

STANLEY TAMAR JO

REVIS TAMAR S

REVIS CLYDE P

REVIS CLYDE P.

Grantees:

ALLGOOD CONSTRUCTION CO INC

EMPIRE ACCEPTANCE COMPANY INC

FUNDERBURK S A TR

BOOK 1449 PAGE 996 (4)

507818



Filed
Rockingham County, NC
Rebecca B. Cipriani, Register of Deeds
01/19/2013 10:47:04 AM
Fee Amt: \$66.00 NC Excise Tax: \$0.00
DEANNA R. HAMILTON

NORTH CAROLINA DEED OF TRUST and Assignment

✓ Mail after recording to EMPIRE ACCEPTANCE COMPANY INC
P.O. BOX 18246 114 WINDLA COURT GREENSBORO NORTH CAROLINA 27419
✓ This instrument was prepared by MARGARET S HORTON
Brief description for the Index 3827 VANCE STREET EXT
REIDSVILLE NORTH CAROLINA 27320

THIS DEED OF TRUST made this 5th day of January, 20 13 by and between:

GRANTOR	TRUSTEE	BENEFICIARY
TAMAR JO STANLEY AKA TAMAR S REVIS CLYDE P REVIS 3827 VANCE STREET EXT REIDSVILLE NC 27320	S A FUNDERBURK P. O BOX 18246 GREENSBORO NC 27419	ALLGOOD CONSTRUCTION CO INC P.O. BOX 18285 GREENSBORO NC 274 19

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 total amount of FOUR THOUSAND
TWO HUNDRED FIFTY DOLLAR AND NO/100 Dollars (\$ \$4,250.00),
as evidenced by Home Improvement Installment Contract (hereafter called "Contract") of even date herewith, the terms of which are incorporated herein by reference.

The final due date for payment of said Contract, if not sooner paid is 5-1-2019.

NOW, THEREFORE, as security for said debt and a valuable consideration, 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 REIDSVILLE Township.
ROCKINGHAM County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging together with rents, issues and profits thereof to the 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 contract secured hereby in accordance with its terms, together with interest thereon 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 cancelled of record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the contract secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, or if all or part of the said property is sold or transferred by Grantor without the Beneficiary's written consent, then and in any of such events, the contract shall, at the option of the Beneficiary, at once become due and payable without notice, and 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 given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon satisfying any sales and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

R45/02

Trustee shall apply the proceeds of the sale in the following order: (a) all expenses of the sale, including, but not limited to, Trustee's fees of fifteen percent (15%) of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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

1. The Grantor shall keep the property including any improvements or additions thereto, in good repair and insured against loss or damage by fire and such other hazards as may reasonably be required by the Beneficiary in a sum not less than the balance of the indebtedness secured by this Deed of Trust for the benefit of the Beneficiary with such insurers as shall be approved by the Beneficiary and shall pay all costs and assessments therefor; shall pay all taxes, and any other assessments which are chargeable against or may become a lien against said property; and in case of the Grantor's failure to keep said property so insured, or to pay such taxes and assessments when due, the Beneficiary of this Deed of Trust shall have the right, but shall not be required, to cause such property to be insured in the Trustee's name for the benefit of the said Beneficiary, and to pay such taxes and assessments when due and any advance so made together with interest thereon at the highest lawful interest rate shall be added to the sum secured by this Deed of Trust.

2. 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 the terms and provision of the Contract, this Deed of Trust, and any other instrument that may be securing said Contract.

3. 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 that he will not commit or permit any waste.

4. 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 herein above described is subject to the following exceptions:

5. 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 other similar or dissimilar reason become unacceptable to the holder of the Contract, then the holder of the Contract 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 the rights, powers and duties of the Trustee.

6. 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 fees of the Trustee in such action shall be paid by the Beneficiary and charged to the Contract and secured by his Deed of Trust.

7. 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. IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

James S. Horton (SEAL)
James S. Horton (SEAL)
James S. Horton (SEAL)
James S. Horton (SEAL)

ACKNOWLEDGMENT BY WITNESS

STATE OF NORTH CAROLINA, GUILFORD County
 I, Margaret S. Horton, Notary Public in and for the aforementioned county and state do hereby certify that James S. Horton personally appeared before me this day and being duly sworn, stated that in his presence James S. Horton also James S. Horton and Clyde E. Davis Witness my hand and official seal this 10th day of January, 2013.
 My commission expires 6-17-2016 Margaret S. Horton Notary Public

ASSIGNMENT

For value received, the undersigned, the beneficiary under the within Deed of Trust, hereby transfers, sets over and assigns the beneficial interest under such Deed of Trust and the obligation secured thereby to: Empire Acceptance Company INC

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 10th day of January, 2013.
Allgood Construction Co. INC (SEAL)
 Dealer

CORPORATE SELLER SIGN HERE

ATTEST: Brandi C. McCrone (Secretary) By Brandi C. McCrone (Name and Title)
Brandi C. McCrone President

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF NORTH CAROLINA, COUNTY OF Guilford, to wit:
 I, Margaret S. Horton, a Notary Public in and for said county and state, do hereby certify that Brandi C. McCrone personally appeared before me this day and acknowledged the due execution of the foregoing assignment. Witness my hand and notarial seal this 10th day of January, 2013.
 My commission expires 6-17-2016 Margaret S. Horton Notary Public

ACKNOWLEDGMENT BY CORPORATION (GRANTOR)

STATE OF NORTH CAROLINA, COUNTY OF Guilford, to wit:
 I, Margaret S. Horton, a Notary Public in and for said county and state, do hereby certify that before me this day personally appeared Brandi C. McCrone, who, being by me duly sworn, says that he is President (Title of Officer) of Allgood Construction Co. INC (Corporate Name) and that the seal affixed to the foregoing assignment is the corporate seal of said corporation and that said assignment was signed and sealed by him on behalf of said corporation by its authority duly given and that he acknowledged the said assignment to be that act and deed of said corporation. Witness my hand and notarial seal this 10th day of January, 2013.
 My commission expires 6-17-2016 Margaret S. Horton 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.

By _____ REGISTER OF DEEDS FOR _____ COUNTY
 Deputy/Assistant - Register of Deeds.

EXHIBIT A

ALL THAT PARCEL OF LAND SITUATED IN THE CITY OF REIDSVILLE, SIMPSONVILLE TOWNSHIP, ROCKINGHAM COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: BEGINNING AT AN IRON LOCATED SOUTH 77 DEGREES 22 MINUTES WEST 300 FEET FROM AN IRON LOCATED ON THE WESTERN RIGHT-OF-WAY OF NORTH CAROLINA STATE ROAD NUMBER 2413, SAID BEGINNING IRON BEING THE SOUTHWEST CORNER OF LOT NUMBER 4 AS SHOWN ON SURVEY OF HESTER PROPERTY AS RECORDED IN BOOK 702, PAGE 452 IN THE ROCKINGHAM COUNTY REGISTRY; THENCE FROM SAID BEGINNING POINT SOUTH 77 DEGREES 27 MINUTES WEST 300 FEET TO AN IRON ON THE EASTERN MARGIN OF AUBURN STREET; THENCE ALONG AUBURN STREET NORTH 18 DEGREES 16 MINUTES WEST 100.45 FEET TO AN IRON; THENCE NORTH 77 DEGREES 27 MINUTES EAST 300 FEET TO AN IRON, CORNER WITH LOTS NUMBERS 4 AND 5; THENCE SOUTH 18 DEGREES 16 MINUTES EAST 100.45 FEET TO AN IRON, THE POINT OF BEGINNING AND BEING LOT NUMBER 11 AS SHOWN ON A SURVEY OF HESTER PROPERTY AS RECORDED IN BOOK 704 AT 220 IN THE ROCKINGHAM COUNTY REGISTRY.

TRACT 2: BEGINNING AT AN IRON IN THE WESTERN MARGIN OF STATE ROAD 2413 SAID IRON BEING THE NORTHEAST CORNER OF LOT NUMBER 3 AS PER SURVEY BY H. S. PEIRCE, R.L.S. DATED NOVEMBER 26, 1975 AND RECORDED WITH THE DEED AS RECORDED IN BOOK 702, PAGE 452 IN THE ROCKINGHAM COUNTY REGISTRY; THENCE FROM SAID BEGINNING IRON ALONG THE NORTHERN LINE OF LOT NUMBER 3 SOUTH 77 DEGREES 22 MINUTES WEST 300 FEET TO AN IRON, THE NORTHWEST CORNER OF LOT NUMBER 3; THENCE NORTH 18 DEGREES 16 MINUTES WEST 100.45 FEET TO AN IRON, THE SOUTHWEST CORNER OF LOT NUMBER 5; THENCE NORTH 77 DEGREES 27 MINUTES EAST 300 FEET TO AN IRON IN THE WESTERN MARGIN OF STATE ROAD NUMBER 2413; THENCE ALONG THE WESTERN MARGIN OF STATE ROAD NUMBER 2413 SOUTH 18 DEGREES 18 MINUTES WEST 100 FEET TO AN IRON, THE POINT OF BEGINNING AND BEING LOT NUMBER 4 OF THE HESTER PROPERTY AS PER SURVEY BY H. S. PEIRCE DATED NOVEMBER 26, 1975 AS HEREINABOVE REFERRED TO.

This being the same property conveyed to TAMAR JO STANLEY, by Deed of
WALTER M. THORNBURG, JR, BETTE HAMMER THORNBURG, SHARI S.
THORNBURG ROBERTS F.K.A. SHARI S. THORNBURG AND BILLIE G.
ROBERTS, dated 05/31/1991 and recorded in Book 849, Page 2329, in the
ROCKINGHAM County Records Office.

PARCEL NO. 139448

Address : 3627 VANCE STREET EXTENSION, REIDSVILLE, NC

V.

SATISFACTIONS

NOTICE OF
SATISFACTION

NOTICE OF SATISFACTION

Effective 10-1-2005

A Notice of Satisfaction may be signed by the Trustee, Mortgagee, or secured creditor and used to cancel a deed of trust, mortgage or other security instrument. The Notice of Satisfaction must be signed before an officer authorized to take acknowledgements.

(Forms attached – NOTICE OF SATISFACTION

INDEXING A NOTICE OF SATISFACTION

The Notice of Satisfaction would be indexed pursuant to G.S. 161-14.1 for subsequent instruments.

Grantors (Notice of Satisfaction)

Index all parties to the satisfaction; index the original parties to the original instrument AS THEY APPEAR in the subsequent instrument as Grantors; Original names as appears on the Notice of Satisfaction/Trustee's Satisfaction including the party signing instrument

Grantees (Notice of Satisfaction)

Register of Deeds must index name of the beneficiary and must index trustee if stated on the document

NOTE: Each index entry for the Notice of Satisfaction must refer to the book and page or instrument number of the original security instrument as provided in the Notice in the description column of field.

NOTE: No requirement that the original or copy of Deed of Trust or other security instrument or original Note be attached for verification.

SAMPLE FORM

NOTICE OF SATISFACTION

(G.S. 47-46.1)

NORTH CAROLINA

ANY COUNTY

I, John Q. Public (name of trustee or mortgagee), certify that the debt or other obligation in the amount of \$1,000,000.00 secured by the (deed of trust)(mortgage)(other instrument) executed by Christy Brinkley and John Travolta

(grantor)(mortgagor), John Q. Public (trustee) (leave blank if mortgage), and MGM Studios (beneficiary)(mortgagee), and recorded in Any County, North Carolina at Book 123, Page 456 or Instrument number _____ was satisfied on 10-1-2005 (date of satisfaction).

X John Q. Public

(signature of trustee or mortgagee)

Acknowledgement by officer authorized to take acknowledgements]

SAMPLE INDEXING:

Grantors: BRINKLEY CHRISTY

TRAVOLTA JOHN

PUBLIC JOHN Q. TR

Grantees: MGM STUDIOS

PUBLIC JOHN Q. TR

TRUSTEE'S
SATISFACTION

TRUSTEE'S SATISFACTION

Effective 10-01-2005

A Trustee's Satisfaction must be signed by the Trustee or Substitute Trustee and must be acknowledged.

(Forms attached – TRUSTEE'S SATISFACTION)

INDEXING A TRUSTEE'S SATISFACTION

The Trustee's Satisfaction would be indexed pursuant to G.S. 161-14.1 for subsequent instruments.

Grantors: (Trustee's Satisfaction)

Index the Trustee who signs and the original debtors as they are named in the Trustee's Satisfaction as Grantors

Grantees: (Trustee's Satisfaction)

Index the beneficiary and the original trustee as Grantees as they are stated in the Trustee's Satisfaction

NOTE: Each index entry for the Trustee's Satisfaction must refer to the book and page or instrument number of the original security instrument as provided in the Trustee's Satisfaction in the description column or field.

NOTE: No requirement that the original or copy of the Deed of Trust of other security instrument or original Note be attached for verification.

SAMPLE FORM

TRUSTEE'S SATISFACTION OF DEED OF TRUST

(G.S. 45-36.2-; G.S. 45-37(a)(7))

The undersigned is now serving as the trustee or substitute trustee under the terms of the deed of trust identified as follows:

Original Grantor(s): Marilyn Monroe

Frank Sinatra

Original Secured Party(ies): Paramount Corporation

Recording Data: The deed of trust is recorded in Book 567, at Page 8910 or as document Number in the office of the Register of Deeds for Any County, North Carolina.

This satisfaction terminates the effectiveness of the deed of trust.

Date: 10-1-2005

Jack Benny

(signature of trustee or substitute trustee)

[Acknowledgement by officer authorized to take acknowledgements]

SAMPLE INDEXING:

Grantors: MONROE MARILYN

SINATRA FRANK

BENNY JACK TR

GRANTEES: PARAMOUNT CORPORATION

TRUSTEE'S SATISFACTION OF DEED OF TRUST

AND

CREDITOR'S RELEASE

(G.S. 45-36.20; G.S. 45-37(a)(7))

The undersigned is now serving as the trustee or substitute trustee under the terms of the deed of trust identified as follows:

Original Grantor(s): _____

Original Secured Party(ies): _____

Recording Data: The deed of trust is recorded in Book _____, at Page _____ or as document number _____ in the office of the Register of Deeds for _____ County, North Carolina.

This satisfaction terminates the effectiveness of the deed of trust.

DATE: _____

Signature of Trustee or Substitute Trustee

[Acknowledgement by officer authorized to take acknowledgements]

SATISFACTION

OF

SECURITY

INSTRUMENT

(G.S. 45-36.10; G.S. 45-37(a)(7))

SATISFACTION OF SECURITY INSTRUMENT

A Satisfaction of Security Instrument may be used to cancel a deed of trust, mortgage or other security instrument. The secured creditor must sign the Satisfaction of Security Instrument before an officer authorized to take acknowledgements.

INDEXING A SATISFACTION OF SECURITY INSTRUMENT

The Satisfaction of Security Instrument would be indexed pursuant to G.S. 161-14.1 for subsequent instruments.

Grantors (Satisfaction of Security Instrument)

Index all parties to the satisfaction; index the original parties to the original instrument AS THEY APPEAR in the subsequent instrument as Grantors; Original names as appears on the Satisfaction of Security Instrument including party signing instrument

Grantees (Satisfaction of Security Instrument)

Register of Deeds shall index name of the beneficiary and shall index trustee if stated on the document

NOTE Session Law 2012-150 added additional language as an alternate Satisfaction of Security Instrument.

SAMPLE FORM

SATISFACTION OF SECURITY INSTRUMENT

(G.S. 45-36.10; G.S. 45-37(a)(7))

The undersigned is now the secured creditor in the security instrument identified as follows:

Type of Security Instrument: Deed of Trust / Mortgage / Other

Original Grantor(s): Brad Pitt

Jennifer Lopez

Original Secured Party(ies): Mortgage Electronic Registration Systems, Inc.

Recording Data: The security instrument is recorded in Book _____, at Page _____ or as document number 7795873 in the office of the Register of Deeds for Any County, North Carolina.

This satisfaction terminates the effectiveness of the security instrument.

Date: 10-1-2005

Mortgage Electronic Registration Systems Inc.
(name of secured creditor)

By: X You Can Guess

Print Name: You Can Guess

Title: Asst. Loan Closer

[Acknowledgement by officer authorized to take acknowledgements]

SAMPLE INDEXING:

Grantors: PITT BRAD

LOPEZ JENNIFER

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

Grantees: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

CERTIFICATE OF
SATISFACTION

CERTIFICATE OF SATISFACTION

The title to this instrument is "Certificate of Satisfaction". The Certificate of Satisfaction must be signed by the owner of the note and must be acknowledged. The Certificate of Satisfaction is otherwise treated the same as a Satisfaction of Security Instrument for verification and indexing purposes.

The Note or Affidavit of Lost Note is NO LONGER required with the Certificate of Satisfaction.

On the following example:

Grantors:

FITZGERALD ROBERT G. III

FITZGERALD GAIL B.

CHASE HOME FINANCE LLC

CHASE MANHATTAN MORTGAGE CORPORATION

DEUTSCHE BANK NATIONAL TRUST COMPANY TR

BANKERS TRUST COMPANY OF CALIFORNIA, N.A. TR

Grantees:

CRISP DOUGLAS TR

DECISION ONE MORTGAGE COMPANY, LLC

NOTE: Each index entry for the Certificate of Satisfaction must refer to the book and page or instrument number of the original security instrument as provided in the Certificate of Satisfaction in the description column or field.

NOTE: There is no requirement that the original or copy of the Deed of Trust or other security instrument or original Note be attached for verification.

AFFIDAVIT
OF
SATISFACTION

(G.S. 45-36.16; G.S. 45-36.17)

AFFIDAVIT OF SATISFACTION

An Affidavit of Satisfaction may be filed by a Satisfaction Agent (Attorney) with information pertaining to a previously recorded Deed of Trust, Mortgage or other security instrument.

NOTE: This document must be signed by a North Carolina Attorney.

(Form attached – Affidavit of Satisfaction)

INDEXING AN AFFIDAVIT OF SATISFACTION

The Affidavit of Satisfaction would be indexed pursuant to G.S. 161-14.1 for subsequent instruments.

Grantors (Affidavit of Satisfaction)

Index all parties to the satisfaction; index the original parties to the original instrument **AS THEY APPEAR** in the subsequent instrument as Grantors; Original names as appears on the Satisfaction of Security Instrument including the party signing the instrument

Grantees (Affidavit of Satisfaction)

Register of Deeds shall index name of the beneficiary and shall index trustee if stated on the document

SAMPLE FORM

AFFIDAVIT OF SATISFACTION

(G.S. 45-36.16; G.S. 45-36.17, 45-36.18)

DATE: 10-1-2005

The undersigned hereby states as follows:

1. I am an attorney licensed to practice law in the State of North Carolina.
2. I am signing this Affidavit of Satisfaction to evidence full payment or performance of the obligations secured by real property covered by the following security instrument (the "security instrument") which I believe is currently or was most recently held by Peabody Executive Incorporated (the "secured creditor"):

Type of security instrument: Deed of Trust / Mortgage / Other

Original Grantor(s): Samuel L. Jackson Hallie Berry

Original Secured Party(ies): Peabody Executive Incorporated

Recorded Data: The security instrument is recorded in Book 899, Page 7221 or as document number _____ in the Office of the Register of Deeds for _____

County, North Carolina.

3. I have reasonable grounds to believe that the secured creditor has received full payment or performance of the balance of the obligations secured by the security instrument.
4. **[Check appropriate box]**
☐ Acting with the authorization from the owner of the real property described in the security instrument, I gave notification to the secured creditor in the manner prescribed by G.S. 45-36.14 of my intention to sign and record an affidavit of satisfaction of the security instrument if, within 30 days after the effective date of the notification, the secured creditor did not submit a satisfaction of the security interest for recording or give notification that the secured obligation remains unsatisfied. The 30-day period has elapsed. I have no knowledge that the secured creditor has submitted a satisfaction for recording, I have no knowledge that the secured creditor has submitted a satisfaction for recording and I have not received notification that the secured obligation remains unsatisfied.

☐ I have been authorized by the secured creditor to execute and record this Affidavit of Satisfaction. The 30-day period identified in paragraph 4 has elapsed, I have no knowledge that the secured creditor has submitted a satisfaction for recording, and I have not received notification that the secured obligation remains unsatisfied.

☐ I have in my possession the original security instrument and the original bond, note, or other instrument secured thereby, with an endorsement of payment and satisfaction appearing thereon made by one or more of the following: (i) the secured creditor; (ii) the trustee or substitute trustee, if the security instrument is a deed of trust; (iii) an assignee of the secured creditor; or (iv) a bank, savings and loan association, savings bank, or credit union chartered under the laws of North Carolina or any other state or the United States having an office or branch in North Carolina, endorsed in the name of the instruction by an officer thereof.

☐ I have in my possession the original security instrument together with the original band, note, or other instrument secured thereby, or the original security instrument alone if the security instrument itself sets for the obligation secured or other obligation to be performed and does not call for or recite any note, bond, or other instrument secured by it. All such instruments are more than 10 years old counting from the maturity date of the last obligation secured. If the instrument or instruments secured by the security instrument have an endorsement or partial payment, satisfaction, or performance or discharge within the period of 10 years, the period of 10 years has been counted from the date of the most recent endorsement.

☐ I have in my possession the original security instrument given to secure the bearer or holder of any negotiable instruments transferable solely by delivery, together with all the evidences of indebtedness secured thereby, marked paid and satisfied in full and signed by the bearer or holder thereof.

☐ After diligent inquiry, I have been unable to determine the identity of the secured creditor.

5. (If applicable) Attached to and filed with this Affidavit of Satisfaction are copies of all or part(s) of the following instruments: _____

This Affidavit of Satisfaction constitutes a satisfaction of the security instrument pursuant to G.S. 45-36.18.

F. Lee Marshall

Signature of Satisfaction Agent

[Acknowledgement by officer authorized to take acknowledgements]

SAMPLE INDEXING:

Grantors: JACKSON SAMUEL L.

BERRY HALLIE

MARSHALL F. LEE

Grantees: PEABODY EXECUTIVE INCORPORATED

NOTICE AND
AFFIDAVIT REGARDING
ERRONEOUS
CANCELLATION

Notice and Affidavit Regarding Erroneous Cancellation

The following instrument is a subsequent instrument. Subsequent instruments must be indexed in accordance with GS 161-14.1

On the following example:

Grantors:

DAVIS WILLIAM L. JR.	(original debtor)
DAVIS CARLA J.	(original debtor)
SCHNEIDER JAMES R.	(affiant – not clear if signed on behalf of Corporation)
SCHNEIDER J.R	(variation in signature & printed name)
G E CAPITAL MORTGAGE SERVICES, INC. (claiming security interest)	

NOTE: ON THIS DOCUMENT (“GECMSI”) AND GECMSI CLEARLY ARE INTERNAL ABBREVIATIONS FOR G E CAPITAL MORTGAGE SERVICES, INC., AND NOT SEPARATE PARTIES.

Grantees:

FIRST WACHOVIA MORTGAGE COMPANY	(original beneficiary)
ENGLAND MARGARET C. TR	(original trustee)

NOTE: Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

BOOK 739 PAGE 921

STATE OF MISSOURI
COUNTY OF St. LouisIN RE: Deed of Trust
recorded at Deed
Book 676, Page 906, in the
Office of the Register of
Deeds of Bertie County,
North Carolina.**NOTICE AND AFFIDAVIT
REGARDING ERRONEOUS
CANCELLATION OF SECURITY DEED**

Before me, the undersigned attesting authority in and for said State and County, personally appeared the undersigned Deponent, who being duly sworn deposes and says on oath that this affidavit relates to the property referenced above and Deponent makes the following statements under oath:

1. That Deponent, James R. Schneider, is an officer of GE Capital Mortgage Services, Inc. ("GECMSI") and holds the title of Vice President of Records Management. Deponent is authorized to give this affidavit.

2. That William L. Davis, Jr., and Carla J. Davis, executed a Deed of Trust conveying the property described in Exhibit A attached hereto to Margaret C. England, Trustee, as security for principal indebtedness of \$66,193.00 owed to First Wachovia Mortgage Company, said Deed of Trust dated October 18, 1989, and of record in Book 676, page 906, in the Office of the Register of Deeds of Bertie County, North Carolina.

3. That the above-referenced Security Deed was erroneously canceled by a Certificate of Satisfaction filed on record on October 10, 1996 and recorded at Deed Book 676, Page 906, in the Office of the Register of Deeds of Bertie County, North Carolina.

4. That the debt has not been paid in full and has not been discharged.

5. That there remains an outstanding principal balance as of the date of this Affidavit.

6. That GECMSI continues to claim a security interest in said real estate described in said Deed of Trust and has initiated action to re-perfect its security interest.

7. Notice: Notice is hereby given of the claim of a first priority security interest by GE Capital Mortgage Services, Inc. in the real property described in the above-referenced Deed of Trust, which real property is described in Exhibit A attached hereto and made a part hereof.

J. R. Schneider
Deponent, James R. Schneider

Sworn to and subscribed before me
this 17th day of June 1997.

Barbara Reeves
Notary Public

State of: Missouri
County of: St. Louis

My Commission Expires:

BARBARA REEVES
Notary Public — Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: April 17, 1999



VI.

AGREEMENTS

ASSUMPTION

AGREEMENT

ASSUMPTION AGREEMENT

An Assumption Agreement now falls under G.S. 161-14.1 for indexing subsequent instruments. All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

C-III ASSET MANAGEMENT LLC	RIZZUTO RICHARD C.
CENTERLINE MORTGAGE CAPITAL INC.	WB VENTURES, LLC
WB VENTURES, LLC	WB VENTURES NC, LLC
CREEKSIDE APARTMENT HOMES, LLC	WOLFE COLIN T.
WB VENTURES OF NC, LLC	FANNIE MAE
HICKORY CREEKSIDE PARTNERS, LLP	
HICKORY CREEKSIDE PARTNERS LLP	
CENTERLINE MORTGAGE CAPITAL INC. AIF	

Grantees:

C-III ASSET MANAGEMENT LLC	RIZZUTO RICHARD C.
CENTERLINE MORTGAGE CAPITAL INC.	WB VENTURES, LLC
WB VENTURES, LLC	WB VENTURES NC, LLC
CREEKSIDE APARTMENT HOMES, LLC	WOLFE COLIN T.
WB VENTURES OF NC, LLC	FANNIE MAE
CREEKSIDE PARTNERS, LLP	
HICKORY CREEKSIDE PARTNERS, LLP	
HICKORY CREEKSIDE PARTNERS LLP	
CENTERLINE MORTGAGE CAPITAL INC. AIF	

Note: Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

3135-0419

FILED Catawba County
on Jul 09, 2012 at 04:31:00 pm
Excise Tax \$0.00 (PS)
INST. # 12081
DONNA HICKS SPENCER,
Register of Deeds
EX 03135 Pg 0419-0436

✓ Prepared by, and after recording
return to: ~~Elson, Elson~~, *Sheridan & Fountain*
P.O. Box 1888
Sheepboro, NC 27402
Weissmann Abruzzo LLP
445 Hamilton Avenue, Suite 1550
White Plains, New York 10601
Attn: Jeffrey E. Weissmann

ASSUMPTION AND RELEASE AGREEMENT
(FULL PROPERTY AND LOAN ASSUMPTION)
(PRE-2011 LOAN DOCUMENTS)

CREEKSIDE APARTMENTS
1227 10th Street Boulevard NW
Hickory, North Carolina 28601

{220/351/00370896}

**ASSUMPTION AND RELEASE AGREEMENT
(FULL PROPERTY AND LOAN ASSUMPTION)
(PRE-2011 LOAN DOCUMENTS)**

0420

This ASSUMPTION AND RELEASE AGREEMENT (the "Agreement") is dated as of July 9, 2012 by and among Creekside Partners LLP, a Colorado limited liability partnership doing business in North Carolina as Hickory Creekside Partners LLP (the "Transferor"), Richard C. Rizzuto, an individual (the "Original Key Principal"), Creekside Apartment Homes, LLC, a North Carolina limited liability company (the "Transferee"), Colin T. Wolfe, an individual ("Wolfe") and WB Ventures LLC, a New York limited liability company doing business in North Carolina as WB Ventures of NC, LLC (together with Wolfe, the "New Key Principal"), and Fannie Mae, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. Section 1716 et seq. and duly organized and existing under the laws of the United States ("Fannie Mae").

RECITALS:

A. Fannie Mae is the holder of that certain Fixed + 1 Multifamily Note dated as of May 30, 2008 (the "Note") in the original principal amount of \$5,040,000.00 made by Transferor to Centerline Mortgage Capital Inc. ("Original Lender"), which Note evidences a loan ("Mortgage Loan") made by Original Lender to Transferor. To secure the repayment of the Note, Transferor also executed and delivered a Multifamily Deed of Trust, Assignment of Rents and Security Agreement, dated as of May 30, 2008, and recorded in Deed Book 2915, Page 1736 in the Office of the Register of Deeds for Catawba County, State of North Carolina (as amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Security Instrument") encumbering the land as more particularly described in Exhibit A to this Agreement (the "Mortgaged Property"). Transferor is liable for the payment and performance of all of Transferor's obligations under the Note, the Security Instrument and all other documents executed in connection with the Mortgage Loan, as listed on Exhibit B to this Agreement (collectively, the "Loan Documents"). Each of the Loan Documents has been duly assigned or endorsed to Fannie Mae, including the Security Instrument, which has been assigned to Fannie Mae pursuant to that certain Assignment of Multifamily Deed of Trust, Assignment of Rents and Security Agreement, dated as of May 30, 2008, and recorded in Deed Book 2915, Page 1786 in the Office of the Register of Deeds for Catawba County, State of North Carolina. The current servicer of the Mortgage Loan is C-III Asset Management LLC ("Servicer").

B. Original Key Principal is liable for the obligations under the Exceptions to Non-Recourse Guaranty dated as of May 30, 2008 (the "Guaranty").

C. Fannie Mae has been asked to consent to the transfer of the Mortgaged Property to Transferee and the assumption by Transferee of the obligations of Transferor under the Loan Documents.

(220/351/00370812)

Assumption and Release Agreement (Full
Property and Loan Assumption) (Pre-2011
Loan Documents)
Fannie Mae

Form 6461
06-12

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D. Fannie Mae has been asked to consent to the release of Original Key Principal from its respective obligations under the Guaranty and accept the assumption by New Key Principal of Original Key Principal's obligations under the Guaranty.

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E. Fannie Mae requires that the Transferee and New Key Principal be identified in the Security Instrument for the purposes of the transfer restrictions.

F. Fannie Mae has agreed to consent to (i) the transfer of the Mortgaged Property by Transferor to Transferee, and (ii) the release of Original Key Principal from his obligations under the Guaranty, subject to the terms and conditions stated below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual covenants and promises set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Transferor, Transferee, Original Key Principal, New Key Principal and Fannie Mae agree as follows:

1. Recitals.

The recitals set forth above are true and correct and are hereby incorporated by reference.

2. Defined Terms.

All capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Security Instrument. As used in this Agreement, the following terms shall have the following meanings:

"Claims" means any and all possible claims, demands, actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which Transferor, Original Key Principal, New Key Principal or Transferee, or any of their respective partners, members, officers, agents or employees, may now or hereafter have against Indemnitees, if any, and irrespective of whether any such claims arise out of contract, tort, violation of laws or regulations, or otherwise in connection with any of the Loan Documents, including any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Indemnitees, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees or assumption fees, any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, NEGLIGENCE, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for

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wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law. 0422

"Indemnitees" means, collectively, Original Lender, Servicer, Fannie Mae and their respective successors, assigns, agents, directors, officers, employees and attorneys, and each current or substitute trustee under the Security Instrument.

3. Assumption of Obligations.

Transferee hereby agrees to assume all of the payment and performance obligations of Transferor set forth in the Note, the Security Instrument and the other Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement, including payment of all sums due under the Note. Transferee further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents had been made, executed and delivered by Transferee.

4. Transferor's and Original Key Principal's Representations and Warranties.

Transferor and Original Key Principal represent and warrant to Fannie Mae as of the date of this Agreement that:

(a) The Note has an unpaid principal balance of \$4,912,812.19, and prior to default bears interest at the rate of 5.86% per annum;

(b) The Note requires that monthly payments of principal and interest in the amount be made as set forth in the Note on or before the first (1st) day of each month, continuing to and including June 1, 2016, when all sums due under the Loan Documents will be immediately due and payable in full;

(c) The Security Instrument is a valid first lien on the Mortgaged Property for the full unpaid principal amount of the Mortgage Loan and all other amounts as stated in the Security Instrument;

(d) There are no defenses, offsets or counterclaims to the Note, the Security Instrument or the other Loan Documents;

(e) There are no defaults by Transferor under the provisions of the Note, the Security Instrument or the other Loan Documents;

(f) All provisions of the Note, the Security Instrument and other Loan Documents are in full force and effect; and

(g) There are no subordinate liens of any kind covering or relating to the Mortgaged Property, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Mortgaged Property, nor has notice of a lien or notice of intent to file a lien been received.

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Transferor and Original Key Principal understand and intend that Fannie Mae will rely on the representations and warranties contained herein. 0423

5. Transferee's and New Key Principal's Representations and Warranties.

Transferee and New Key Principal represent and warrant to Fannie Mae as of the date of this Agreement that neither Transferee nor New Key Principal has any knowledge that any of the representations made by Transferor and Original Key Principal in Section 4 above are not true and correct.

6. Consent to Transfer.

Fannie Mae hereby consents to the transfer of the Mortgaged Property and to the assumption by Transferee of all of the obligations of Transferor under the Loan Documents, subject to the terms and conditions set forth in this Agreement. Fannie Mae's consent to the transfer of the Mortgaged Property to Transferee is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender's consent pursuant to the terms of the Security Instrument.

7. Assumption by New Key Principal of Liability for the Exceptions to Non-Recourse.

New Key Principal hereby assumes all liability under the provisions of the Guaranty.

8. Release of Transferor and Original Key Principal.

In reliance on Transferor's, Original Key Principal's, New Key Principal's and Transferee's representations and warranties in this Agreement, Fannie Mae releases Transferor and Original Key Principal from all of their respective obligations under the Loan Documents, provided, however, that Transferor and Original Key Principal are not released from any liability pursuant to this Agreement or Section 18 of the Security Instrument. If any material element of the representations and warranties made by Transferor and Original Key Principal contained herein is false as of the date of this Agreement, then the release set forth in this Section 8 will be cancelled as of the date of this Agreement and Transferor and Original Key Principal will remain obligated under the Loan Documents as though there had been no such release.

9. Priority; Modification.

This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Except as expressly modified hereby, the Note, Security Instrument and other Loan Documents shall remain in full force and effect and this Agreement shall have no effect on the priority or validity of the liens set forth in the Security Instrument or the Loan Documents, which are incorporated herein by reference.

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Transferee and New Key Principal hereby ratify and affirm the respective agreements made by Transferor and Original Key Principal to Original Lender in connection with the Mortgage Loan and agree that, except to the extent modified hereby, all of such agreements remain in full force and effect.

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10. No Impairment of Lien.

Nothing set forth herein shall affect the priority or extent of the lien of any of the Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement, become liable, primarily or secondarily, under the Loan Documents.

11. Costs.

Transferee and Transferor agree to pay all fees and costs (including attorneys' fees) incurred by Fannie Mae and Servicer in connection with Fannie Mae's consent to and approval of the transfer of the Mortgaged Property and a transfer fee of \$49,128.12 in consideration of the consent to that transfer.

12. Financial Information.

Transferee and New Key Principal represent and warrant to Fannie Mae that all financial information and information regarding the management capability of Transferee and New Key Principal provided to Servicer or Fannie Mae was true and correct as of the date provided to Servicer or Fannie Mae and remains materially true and correct as of the date of this Agreement.

13. Complete Release.

Transferee, Original Key Principal, New Key Principal and Transferor, jointly and severally as between Transferee and New Key Principal, unconditionally and irrevocably release and forever discharge Indemnitees from all Claims, and jointly and severally agree to indemnify Indemnitees, and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the Claims or the transfer of the Mortgaged Property. Notwithstanding the foregoing, Transferor and Original Key Principal shall not be responsible for any Claims arising from the action or inaction of Transferee and New Key Principal, and Transferee and New Key Principal shall not be responsible for any Claims arising from the action or inaction of Transferor or Original Key Principal. Transferor and Transferee agree that Fannie Mae and Original Lender have no fiduciary or similar obligations to Transferor or Transferee and that their relationship is strictly that of creditor and debtor. This release is accepted by Fannie Mae, Servicer and Original Lender pursuant to this Agreement and shall not be construed as an admission of liability on the part of any such party. Transferor, Original Key Principal, New Key Principal and Transferee hereby represent and warrant that they are the current legal and beneficial owners of all Claims, if any, released hereby and have not assigned, pledged or contracted to assign or pledge any such Claim to any other person.

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14. Notice.

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(a) Process of Serving Notice.

Except as otherwise set forth herein or in any Loan Document, all notices under this Agreement shall be:

- (1) in writing and shall be:
 - (A) delivered, in person;
 - (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
 - (C) sent by overnight courier; or
 - (D) sent by electronic mail with originals to follow by overnight courier;
- (2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and
- (3) deemed given on the earlier to occur of:
 - (A) the date when the notice is received by the addressee; or
 - (B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Transferee, Transferor, Original Key Principal, New Key Principal and Lender shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

15. Construction.

(a) The captions and headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.

(b) Any reference in this Agreement to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to

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an exhibit or schedule attached to this Agreement or to a Section or Article of this Agreement. All exhibits and schedules attached to or referred to in this Agreement are incorporated by reference into this Agreement.

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(c) Any reference in this Agreement to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(d) Use of the singular in this Agreement includes the plural and use of the plural includes the singular.

(e) As used in this Agreement, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only and not a limitation.

(f) Whenever Transferor's, Original Key Principal's, New Key Principal's or Transferee's knowledge is implicated in this Agreement or the phrase "to Transferor's knowledge", "to Original Key Principal's knowledge", "to New Key Principal's knowledge" or "to Transferee's knowledge" or a similar phrase is used in this Agreement, Transferor's, Original Key Principal's, New Key Principal's or Transferee's knowledge or such phrase(s) shall be interpreted to mean to the best of Transferor's, Original Key Principal's, New Key Principal's or Transferee's knowledge after reasonable and diligent inquiry and investigation.

(g) Unless otherwise provided in this Agreement, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(h) All references in this Agreement to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(i) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

16. WAIVER OF JURY TRIAL.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS AGREEMENT (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER OR KEY PRINCIPAL AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF THE PARTIES TO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

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17. Miscellaneous.

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(a) This Agreement shall be construed according to and governed by the laws of the jurisdiction in which the Mortgaged Property is located without regard to its conflicts of law principles.

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

(c) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

(d) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

(e) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(f) THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS AMENDED, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Transferee, New Key Principal, Transferor, Original Key Principal and Fannie Mae, have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by their duly authorized representative. Where applicable law so provides, Transferee, New Key Principal, Transferor, Original Key Principal, and Fannie Mae, intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument. 0428

[Remainder of Page Intentionally Blank]

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TRANSFeree:

CREEKSIDE APARTMENT HOMES, LLC, a
North Carolina limited liability company

By: WB Ventures, LLC, a New York limited
liability company doing business in North Carolina
as WB Ventures NC, LLC, its Manager

By: [Signature]
Name: Colin T. Wolfe
Title: Manager

Address: 1227 10th Street Boulevard NW
Hickory, NC 28601

STATE OF New York

COUNTY OF New York

I, Victoria Roman a Notary Public of New York County, State of
New York do hereby certify that Colin T. Wolfe (the "Signatory"), Manager of WB Ventures,
LLC, a New York limited liability company doing business in North Carolina as WB Ventures NC, manager of
Creekside Apartment Homes, LLC, a North Carolina limited liability company, personally appeared before me
this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of said
entities.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☐ (I have personal knowledge of the identity of the Signatory); or

☒ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal
identification with the Signatory's photograph in the form of:

(check one of the following)

☒ a driver's license or

☐ in the form of _____; or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated
therein and in the capacity indicated.

Witness my hand and official stamp or seal this 5th day of July, 2012.

[Signature]
Notary Public
Print Name: Victoria Roman
[Note: Notary Public must sign exactly as on notary seal]
My Commission Expires: 9/15/12



[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

NEW KEY PRINCIPAL:

Colin T. Wolfe
Colin T. Wolfe

Address: 393 West End Avenue, # 15
New York, NY 10024

STATE OF New York

COUNTY OF New York

Victoria Roman Notary Public of New York County, State of
New York do hereby certify that Colin T. Wolfe (the "Signatory"), acknowledged the due execution
of the foregoing instrument.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☐ (I have personal knowledge of the identity of the Signatory); or

☒ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal
identification with the Signatory's photograph in the form of:

(check one of the following)

☒ a driver's license or

☐ in the form of _____); or

☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated
therein and in the capacity indicated.

Witness my hand and official stamp or seal this 5th day of July, 2012.

Victoria Roman
Notary Public

Print Name:

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 7/15/12

[NOTARY SEAL - MUST BE FULLY LEGIBLE]



TRANSFEROR:

CREEKSIDE PARTNERS, LLP, a Colorado
limited liability partnership, doing business in North
Carolina as HICKORY CREEKSIDE
PARTNERS, LLP

By: Richard C. Rizzuto
Name: Richard C. Rizzuto
Title: Managing Partner

Address: 9034 East Easter Place, Suite 207
Centennial, CO 80112

STATE OF Colorado

COUNTY OF Denver

Penny S. Weber a Notary Public of Denver County, State of
Colorado, do hereby certify that Richard C. Rizzuto (the "Signatory"), Managing Partner of
Creekside Partners, LLP, a Colorado limited liability partnership, doing business in North Carolina as Hickory
Creekside Partners, LLP, personally appeared before me this day and by authority duly given, acknowledged the
due execution of the foregoing instrument on behalf of the limited liability partnership.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

☒ (I have personal knowledge of the identity of the Signatory); or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal
identification with the Signatory's photograph in the form of:

(check one of the following)

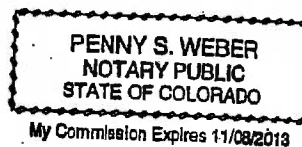
☒ a driver's license or
in the form of _____); or
(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated
therein and in the capacity indicated.

Witness my hand and official stamp or seal this 3rd day of July, 2012.

Penny S. Weber
Notary Public
Print Name: Penny S. Weber
(Note: Notary Public must sign exactly as on notary seal)
My Commission Expires: 11-08-13

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)



ORIGINAL KEY PRINCIPAL:

Richard C. Rizzuto

Address: 425 Hughes Street
Highlands Ranch, CO 80126STATE OF ColoradoCOUNTY OF ArapahoePenny S. Weber Notary Public of Arapahoe County, State of Colorado, do hereby certify that Richard C. Rizzuto (the "Signatory"), acknowledged the due execution of the foregoing instrument.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

- ☒ (I have personal knowledge of the identity of the Signatory); or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

- ☒ a driver's license or
☐ in the form of _____; or
☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 30th day of July, 2012.

Penny S. Weber
 Notary Public
 Print Name: Penny S. Weber
 [Note: Notary Public must sign exactly as on notary seal]
 My Commission Expires: 11/08/13

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

PENNY S. WEBER
 NOTARY PUBLIC
 STATE OF COLORADO
 My Commission Expires 11/08/2013

FANNIE MAE:

By: Centerline Mortgage Capital Inc., a Delaware corporation, its attorney in fact pursuant to Limited Power of Attorney dated October 11, 2011, and recorded in the Office of the Register of Deeds for Catawba County, State of North Carolina in Deed Book 3135, Page 414 on the 9th day of July, 2012

By: [Signature]
Name: John K. Larson
Title: Managing Director

Attention: Multifamily Operations -
Asset Management
Drawer AM
3900 Wisconsin Avenue, N.W.
Washington, DC 20016

STATE OF TEXAS

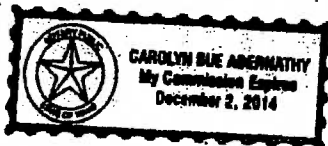
COUNTY OF Dallas

I, Carolyn Sue Abernathy, a Notary Public of Dallas County, Texas, do hereby certify that John K. Larson, attorney-in-fact for Fannie Mae (as Managing Director of Centerline Mortgage Capital Inc.), personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Fannie Mae, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds for Catawba County, State of North Carolina in Deed Book 3135, Page 414 on the 9th day of July, 2012, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said John K. Larson acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Fannie Mae.

Witness my hand and official seal this the 3rd day of July, 2012.

Notary signature: [Signature]
(Notary's printed or typed name): Carolyn Sue Abernathy
Notary Public
My commission expires: 12-2-14

(Official Seal)



3135-0434

**EXHIBIT A
TO
ASSUMPTION AND RELEASE AGREEMENT
(FULL PROPERTY AND LOAN ASSUMPTION)
(PRE-2011 LOAN DOCUMENTS)**

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[SEE NEXT PAGE]

(220/351/00370812)

LYING AND BEING IN BECKORY TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE WESTERN RIGHT-OF-WAY OF 10TH STREET BOULEVARD NW POINT BEING THE SOUTHEAST CORNER OF CLIFFORD G. MOORE, JR. PROPERTY (RECORDED IN DEED BOOK 1319 PAGE 445); THENCE WITH THE WESTERN RIGHT-OF-WAY OF SAID ROAD FOUR (4) CALLS AS FOLLOWS: 1) S 85-21-24 W 74.34 FEET TO AN IRON 2) S 87-49-24 W 25.26 FEET TO AN IRON 3) ALONG A CIRCULAR CURVE TO THE RIGHT WITH A RADIUS OF 581.94 FEET AND AN ARC DISTANCE OF 193.19 FEET SUSTAINED BY A CHORD BEARING S 19-29-24 W 197.89 FEET TO AN IRON 4) ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 285.37 FEET WITH AN ARC DISTANCE OF 104.61 FEET SUSTAINED BY A CHORD BEARING S 16-23-24 W 103.84 FEET TO AN IRON PIN LOCATED ON INTERSECTION OF THE EASTERN RIGHT-OF-WAY 10TH STREET BOULEVARD NW AND THE NORTHERN RIGHT-OF-WAY 12TH AVENUE NW; THENCE WITH THE NORTHERN RIGHT-OF-WAY 12TH AVENUE NW FOUR (4) CALLS AS FOLLOWS: 1) S 86-38-54 W 47.56 FEET TOTAL (PASSING THROUGH A RIGHT-OF-WAY MONUMENT 635 FEET) TO AN IRON PIN 2) N 63-23-12 W 38.82 FEET TO AN IRON PIN 3) N 63-21-48 W 115.00 FEET TO AN IRON PIN 4) S 86-27-54 W 52.75 FEET TO POINT IN HORSEFORD CREEK; THENCE WITH SAID CREEK FOURTEEN CALLS AS FOLLOWS: 1) N 34-23-36 W 112.08 FEET 2) N 48-20-36 W 162.24 FEET 3) N 08-19-34 W 219.85 FEET 4) N 19-57-16 W 114.87 FEET 5) N 28-08-46 W 121.67 FEET 6) N 18-57-36 W 57.82 FEET 7) N 57-03-16 W 145.64 FEET 8) N 42-22-16 W 50.71 FEET 9) N 41-07-16 W 124.58 FEET 10) N 30-22-36 W 78.44 FEET 11) N 21-19-24 W 59.41 FEET 12) N 14-18-36 W 58.65 FEET 13) N 02-23-34 E 108.18 FEET 14) N 25-20-34 E 146.19 FEET; THENCE LEAVING SAID CREEK N 23-14-04 E 321.37 FEET TO AN IRON PIN; THENCE S 03-24-01 W 58.44 FEET TO AN IRON BEING THE NORTHWEST CORNER OF DAVID E. MOORE PROPERTY (RECORDED IN DEED BOOK 1774 PAGE 94); THENCE WITH MOORE'S LINE TWO (2) CALLS AS FOLLOWS: 1) S 81-34-01 W 41.48 FEET TO AN IRON 2) S 81-33-41 W 13.55 FEET TO AN IRON PIN; THENCE S 02-51-37 W 124.51 FEET TO AN IRON PIN; THENCE S 82-14-34 W 100.78 FEET TO AN IRON PIN; THENCE S 07-34-55 W 108.14 FEET TO AN IRON PIN; THENCE S 04-04-37 W 48.55 FEET TO AN IRON PIN BEING THE NORTHWEST CORNER OF SYLVIA FRYE MURRELL PROPERTY (RECORDED IN DEED BOOK 1877 PAGE 69); THENCE WITH THE COMMON LINE OF MURRELL PROPERTY TWO (2) CALLS AS FOLLOWS: 1) S 00-48-23 E 23.64 FEET TO AN IRON PIN 2) S 20-01-11 E 20.35 FEET TO AN IRON PIN; THENCE S 28-25-48 E 20.62 FEET TO AN IRON PIN; THENCE S 04-29-52 E 218.09 FEET; THENCE S 83-53-52 E 49.89 FEET BEING THE SOUTHWEST CORNER OF CLIFFORD G. MOORE, JR. PROPERTY (RECORDED IN DEED BOOK 1319 PAGE 445); THENCE WITH MOORE'S LINE S 84-34-00 E 125.16 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 9.84 ACRES MORE OR LESS

0435

Being the same property described below.

LYING AND BEING IN BECKORY TOWNSHIP, CATAWBA COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE WESTERN RIGHT-OF-WAY OF 10TH STREET BOULEVARD NW POINT BEING THE SOUTHEAST CORNER OF CLIFFORD G. MOORE, JR. PROPERTY (RECORDED IN DEED BOOK 1319 PAGE 445); THENCE WITH THE WESTERN RIGHT-OF-WAY OF SAID ROAD FOUR (4) CALLS AS FOLLOWS: 1) S 85-21-24 W 74.34 FEET TO AN IRON 2) S 87-49-24 W 25.26 FEET TO AN IRON 3) ALONG A CIRCULAR CURVE TO THE RIGHT WITH A RADIUS OF 581.94 FEET AND AN ARC DISTANCE OF 193.19 FEET SUSTAINED BY A CHORD BEARING S 19-29-24 W 197.89 FEET TO AN IRON 4) ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 285.37 FEET WITH AN ARC DISTANCE OF 104.61 FEET SUSTAINED BY A CHORD BEARING S 16-23-24 W 103.84 FEET TO AN IRON PIN LOCATED ON INTERSECTION OF THE EASTERN RIGHT-OF-WAY 10TH STREET BOULEVARD NW AND THE NORTHERN RIGHT-OF-WAY 12TH AVENUE NW; THENCE WITH THE NORTHERN RIGHT-OF-WAY 12TH AVENUE NW FOUR (4) CALLS AS FOLLOWS: 1) S 86-38-54 W 47.56 FEET TOTAL (PASSING THROUGH A RIGHT-OF-WAY MONUMENT 635 FEET) TO AN IRON PIN 2) N 63-23-12 W 38.82 FEET TO AN IRON PIN 3) N 63-21-48 W 115.00 FEET TO AN IRON PIN 4) S 86-27-54 W 52.75 FEET TO POINT IN HORSEFORD CREEK; THENCE WITH SAID CREEK FOURTEEN CALLS AS FOLLOWS: 1) N 34-23-36 W 112.08 FEET 2) N 48-20-36 W 162.24 FEET 3) N 08-19-34 W 219.85 FEET 4) N 19-57-16 W 114.87 FEET 5) N 28-08-46 W 121.67 FEET 6) N 18-57-36 W 57.82 FEET 7) N 57-03-16 W 145.64 FEET 8) N 42-22-16 W 50.71 FEET 9) N 41-07-16 W 124.58 FEET 10) N 30-22-36 W 78.44 FEET 11) N 21-19-24 W 59.41 FEET 12) N 14-18-36 W 58.65 FEET 13) N 02-23-34 E 108.18 FEET 14) N 25-20-34 E 146.19 FEET; THENCE LEAVING SAID CREEK N 23-14-04 E 321.37 FEET TO AN IRON PIN; THENCE S 03-24-01 W 58.44 FEET TO AN IRON BEING THE NORTHWEST CORNER OF DAVID E. MOORE PROPERTY (RECORDED IN DEED BOOK 1774 PAGE 94); THENCE WITH MOORE'S LINE TWO (2) CALLS AS FOLLOWS: 1) S 81-34-01 W 41.48 FEET TO AN IRON 2) S 81-33-41 W 13.55 FEET TO AN IRON PIN; THENCE S 02-51-37 W 124.51 FEET TO AN IRON PIN; THENCE S 82-14-34 W 100.78 FEET TO AN IRON PIN; THENCE S 07-34-55 W 108.14 FEET TO AN IRON PIN; THENCE S 04-04-37 W 48.55 FEET TO AN IRON PIN BEING THE NORTHWEST CORNER OF SYLVIA FRYE MURRELL PROPERTY (RECORDED IN DEED BOOK 1877 PAGE 69); THENCE WITH THE COMMON LINE OF MURRELL PROPERTY TWO (2) CALLS AS FOLLOWS: 1) S 00-48-23 E 23.64 FEET TO AN IRON PIN 2) S 20-01-11 E 20.35 FEET TO AN IRON PIN; THENCE S 28-25-48 E 20.62 FEET TO AN IRON PIN; THENCE S 04-29-52 E 218.09 FEET; THENCE S 83-53-52 E 49.89 FEET BEING THE SOUTHWEST CORNER OF CLIFFORD G. MOORE, JR. PROPERTY (RECORDED IN DEED BOOK 1319 PAGE 445); THENCE WITH MOORE'S LINE S 84-34-00 E 125.16 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 9.84 ACRES MORE OR LESS SUBJECT TO ANY RIGHTS OF WAY OR EASEMENTS OF RECORD.

(220/351/00370812)

**EXHIBIT B
TO
ASSUMPTION AND RELEASE AGREEMENT
(FULL PROPERTY AND LOAN ASSUMPTION)
(PRE-2011 LOAN DOCUMENTS)**

0436

1. the Note;
2. the Security Instrument;
3. Replacement Reserve and Security Agreement dated as of May 30, 2008 by and between Transferor and Original Lender;
4. O&M Agreement - Asbestos, May 30, 2008 by and between Transferor and Original Lender; and
9. the Guaranty.

(220/351/80370812)
Assumption and Release Agreement (Full
Property and Loan Assumption) (Pre-2011
Loan Documents)
Fannie Mae

Form 6461
06-12

Page B-1
© 2012 Fannie Mae

MODIFICATION

AGREEMENT

MODIFICATION AGREEMENT

A Modification Agreement now falls under G.S. 161-14.1 for indexing subsequent instruments. The following modification agreement refers to an existing deed of trust by book and page number.

All parties are to be cross indexed as GRANTORS and GRANTEES

On the attached example:

Grantors:

FREEDOM MORTGAGE CORPORATION

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

NICHOLAS KENNETH E

NICHOLAS KENNETH EUGENE

NICHOLAS PAMELA A

NICHOLAS PAMELA A.

Grantees:

FREEDOM MORTGAGE CORPORATION

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

NICHOLAS KENNETH E

NICHOLAS KENNETH EUGENE

NICHOLAS PAMELA A

NICHOLAS PAMELA A.

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

✓ Wes Fleming

FILED Calcasieu County
on Sep 05, 2012 at 10:21:00 am

Excise Tax \$0.00 (TP)

INST. # 15933

DONNA HICKS SPENCER,
Register of Deeds

Ex 03144 Pg 0817-0826

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

After Recording Return To:

RUTH RUHL, P.C.
2801 Woodside Street
Dallas, Texas 75204

Return To:

LoanCare Servicing Center Inc
3637 Sentara Way Ste 303
Virginia Beach, VA 23452

Loan Number: 4449427

MERS Phone: 1-888-679-6377

MIN 100073000819567991

This Loan Modification Agreement ("Agreement"), made this
between

1st day of November, 2009

KENNETH E NICHOLAS AND PAMELA A NICHOLAS.

("Borrower") and
Freedom Mortgage Corporation

* Recorded: 10/29/2007
Book: 02872
Page: 1697
Instrument No.: 28178
Original Loan Amount: \$126,650.00

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (i) the Mortgage,
Deed of Trust, or Security Deed (the "Security Instrument"), dated October 24, 2007 * and granted or

LOAN CARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Provides New Uniform Instrument -
Providing for Fixed Interest Rate
Amended for North Carolina to include Notary Acknowledgments and other information
NMP is
Wolters Kluwer Financial Services © 2009, 2008

Form 3172 605 (Rev 07/09)

010008 (09/04)
Page 1 of 7

10

assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in the

COUNTY RECORDER

[Name of Records]

CATAWBA

[County and State, or other jurisdiction]

and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

717 2ND STREET PLACE SW
CONOVER, NC 28613

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT A.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of November 1, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 135,729.21, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of 6.000 % from October 1, 2009. Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 834.90 beginning on the 1st day of November, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.000 % will remain in effect until principal and interest is paid in full. If on October 1, 2037 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

LOAN CARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERB - Single-Family - Family Use Uniform Instrument -
Providing For Fixed Interest Rate
Amended for North Carolina to include Notary Acknowledgments and other information
MSP ©
Waters Street Financial Services © 2009, 2008

Form 2176 1/01 (rev. 01/03)

013098 (09/04)
Page 2 of 7

K.E.N. *[Signature]*

- (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

LOANCARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument -
Providing For Fixed Interest Rate
Permitted for North Carolina to include Notary Acknowledgments and other information
USP 8
Wallace Oliver Financial Services ©2008, 2011

Form 3175 101 (rev. 01/09)

013529 (09/04)
Page 3 of 7

K.I.E.N. AN

Kenneth E. Nicholas (Seal)
KENNETH ENICHOLAS -Borrower

Pamela A. Nicholas (Seal)
PAMELA A NICHOLAS -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

BORROWER ACKNOWLEDGMENT

State of North Carolina

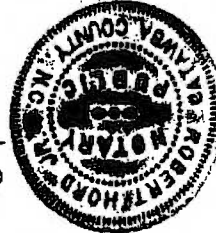
County of CATAWBA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Kenneth E Nicholas, Pamela A Nicholas

Date: OCT. 15, 2009

Robert Hord Jr.
Notary Public Robert Hord Jr.
My Commission Expires: DEC. 06, 2009



The foregoing certificate of
Notary Public for

CATAWBA

County, North Carolina is certified to be correct.

CATAWBA County Register of Deeds

By _____ Deputy

ADDITIONAL BORROWER SIGNATURES ON NEXT PAGE.

LOAN CARE SERVING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Finance Max Uniform Instrument -

Penalty For Fixed Interest Rate

Amended for North Carolina. Includes Notary Acknowledgments and other information

VMP 2

Waters Kowar Financial Services ©2009, 2008

Form 3179 1-01 (rev. 01/08)

DC359B (0008)

Page 4 of 7

K.E.N

AN

Freedom Mortgage Corporation

(Seal)
Lender

0821

By: _____

Nicole Keller

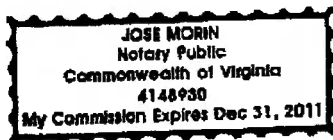
LENDER ACKNOWLEDGMENT

State of Virginia
County of Virginia Beach

I, Jose Morin, Notary Public for said County and State, certify that
Nicole Keller Assistant Vice President
 who is/are known to me or proved to me on the basis of satisfactory evidence to be the person(s) described, personally
 appeared before me this day and being by me duly sworn says that his/her authority to execute and acknowledge the
 foregoing instrument is contained in an instrument duly executed, acknowledged, and recorded in the official records of
Nicole Keller Catawba County, NC Assistant Vice President on
12-15-09; that this instrument was executed under and by virtue of the authority
 given by said instrument which grants said corporation power of attorney; and that he/she says he/she executed the
 foregoing instrument in his/her duly authorized capacity as Assistant Vice President

for the corporation whose name is subscribed as attorney-in-fact to the foregoing instrument on behalf of
 Freedom Mortgage Corporation

a corporation, and that he/she, as Assistant Vice President
 being authorized to do so, voluntarily executed the foregoing instrument for the purpose stated therein, and in the capacity
 indicated, on behalf of the corporation.

Witness my hand, this 12-15-09My Commission Expires: 12/31/2011

 Notary Public Jose Morin (Seal)

LOAN CARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fixed Rate Upfront Instrument -
 Pending For Fixed Interest Rate
 Amended for North Carolina to include Notary Acknowledgments and other information
 NMP ©
 Wolcott Home Financial Services ©2009, 2011

Form 3176 1/01 (rev. 01/09)

D13608 (0009)
Page 6 of 7

Mortgage Electronic Registration Systems, Inc.

(Seal)

0822

-Mortgagee

By: _____

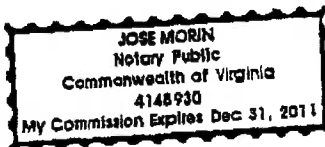
Nicole Keller

Nicole Keller

MORTGAGEE ACKNOWLEDGMENT

State of *Virginia*
County of *Virginia Beach*

I, *Jose Morin*, Notary Public for said County and State, certify that
Nicole Keller, who is/are known to me or proved to me on the basis of
 satisfactory evidence to be the person(s) described, personally came before me this day and acknowledged that he/she as
Vice President of Mortgage Electronic Registration Systems, Inc.,
 a corporation, and that he/she, as *Vice President*, being authorized to do so, voluntarily
 executed the foregoing instrument for the purpose stated therein, and in the capacity indicated, on behalf of the corporation.

Witness my hand, this *12.15.09*My Commission Expires: *12/31/2011*

Jose Morin (Seal)
 Notary Public Jose Morin

LOAN CARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Future Use Unknown Instrument -
 Providing For Fixed Interest Rate
 Approved for North Carolina to include Notary Acknowledgments and other information
 WFS ©
 Wolters Kluwer Financial Services ©2009, 2008

Form 3175 1/01 (rev. 01/09)

D13583 (09/04)
Page 7 of 7

**Funds for Escrow Items Provisions Exhibit
to Loan Modification Agreement**

Investor Loan #: 4449427

Loan Number:

Borrower ("I"):

Kenneth Eugene Nicholas, and Pamela A. Nicholas husband and wife

Lender or Servicer ("Lender"):

Freedom Mortgage Corporation

Modification Effective Date: September 1, 2011

The terms of the Loan Modification Agreement between Borrower and Lender provides that as of the Modification Effective Date the provisions contained in this Funds for Escrow Items Provisions Exhibit are incorporated into and intended to form a part of the Loan Modification Agreement within Section 6.

6. FUNDS FOR ESCROW ITEMS. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any;

FUNDS FOR ESCROW ITEMS PROVISIONS EXHIBIT
TO LOAN MODIFICATION AGREEMENT
Modeled After Form 3179 1/01 (rev. 1/09)
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Wolters Kluwer Financial Services ©2011

D14487 (1103)
Page 1 of 3

(c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 6. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing.

In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 6.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

FUNDS FOR ESCROW ITEMS PROVISIONS EXHIBIT
TO LOAN MODIFICATION AGREEMENT
Modeled After Form 3179 1/01 (rev. 1/09)
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D14487 (1103)
Page 2 of 3

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

FUNDS FOR ESCROW ITEMS PROVISIONS EXHIBIT
TO LOAN MODIFICATION AGREEMENT
Modeled After Form 3179 1/01 (rev. 1/09)
VMP ©
Walters Kluwer Financial Services ©2011

D14487 (1103)
Page 3 of 3

Exhibit A - Legal Description

BEGINNING at an iron stake in a road, Willie Baker's corner, and running with her line South 16 deg. North 9 1/3 rods to an iron stake, her corner in the B.A. Hewitt Estate line; thence with said Hewitt line North 65 deg. West 12 2/5 rods to an iron stake in said Hewitt line; thence North 51 deg. East 12 2/5 rods along the road to the BEGINNING, containing 51 square rods, more or less.

SEVERANCE

AGREEMENT

SEVERANCE AGREEMENT

The severance agreement that follows is an agreement stating that 50,000 bu corn and 24,575 bu soybeans together with attachments, accessories, accessions, equipment and repairs now or hereafter affixed thereto or used in connection therewith, and substitutions and replacements thereof, located on said real estate, will not become attached to said real estate. The owners of the real estate have signed the agreement. The corn and soybeans are the collateral for a security agreement between debtor and a secured lender. The names of the debtors and secured party are listed in the body of the instrument. The owners of the real estate have signed the agreement and are indexed as GRANTORS. The debtors are also indexed as GRANTORS and the lien holder is indexed as a GRANTEE.

Note: A Severance Agreement now falls under G.S. 161-14.1 for indexing subsequent instruments.

All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

AGCAROLINA FARM CREDIT, ACA
ALSTON SPRUILL FARMS
SPRUILL ALSTON W. JR.

Grantees:

AGCAROLINA FARM CREDIT, ACA
ALSTON SPRUILL FARMS
SPRUILL ALSTON W. JR.

Note: Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

RETURNED TO: Ag Carolina
DATE RETURNED: 1-4-13

Doc ID: 002188300002 Type: CRP
Recorded: 01/03/2013 at 11:27:31 AM
Fee Amt: \$26.00 Page 1 of 2
Pamlico, NC
Lynn H. Lewis Register of Deeds
BK 575 PG 687-688

STATE OF NORTH CAROLINA)
COUNTY OF PAMLICO)

SEVERANCE AGREEMENT

WHEREAS Alston Spruill Farms hereinafter called Debtor, has applied to Ag Carolina Farm Credit
ACA, hereinafter called Secured Party, for a loan;

AND WHEREAS the Debtor has agreed to give Secured Party a security interest in the following
described personal property or equipment to wit:

50,000 bu corn and 24,575 bu soybeans together with attachments, accessories, accessions, equipment and
repairs now or hereafter affixed thereto or used in connection therewith, and substitutions and replacements
thereof, located or to be placed on the following described real estate situation in Pamlico County, State of
North Carolina:

On the east side of NC Highway 55 and containing 3.99 acres, more or less, it being shown on that map entitled
"Boundary Survey For Alston W. Spruill, Jr.", by Dennis Fornes & Associates, dated December 31, 1996,
recorded in Plat Cabinet A, Slide 100-3, Pamlico County Registry.

The property described above was acquired by Grantor by instrument recorded in Book 319, Page 613, Pamlico
County Registry.

NOW THEREFORE, the Undersigned owner(s) and/or holders of a security interest in the above-described real
estate do hereby covenant and agree that the above-described personal property shall

- (1) Be and remain severed from said real estate and retain its personal character even if attached to the real
estate described herein; and
- (2) Be treated as personal property with respect to the rights of the parties and not become a fixture or a part
of the real estate; and
- (3) Be removable from the real estate and if acquired by Secured Party, remain on the above-described real
estate for a period not to exceed 90 days from the date of acquisition and at no expense to Secured party,
but without responsibility in any event on the undersigned.

The Undersigned further agree that Secured Party, its agents and employees may enter on said real estate as
often as necessary for any proper purpose in connection with the above-described personal property.

This Severance Agreement shall continue so long as the security interest in the above-described personal
property remains outstanding.

IN WITNESS WHEREOF the Undersigned have executed this Agreement on the dates immediately below their respective signatures.

[Signature] Owner [Signature] Lienholder

Date: 12-17-12

Date: 12/17/12

Witness: _____

Witness: _____

Witness: _____

Witness: _____

STATE OF NORTH CAROLINA)
COUNTY OF Craven)

ACKNOWLEDGEMENT BY INDIVIDUAL

I, Patricia T. Talvacchio, being duly authorized to take acknowledgements of deeds, etc., in North Carolina, do hereby certify that Alston W. Spruill Jr. Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 17 day of Dec, 2012
(Official Seal) My Commission expires: _____

[Signature]
Signature of Officer

4-12-16

Notary Public
Title of Officer

STATE OF NORTH CAROLINA)
COUNTY OF Craven)

ACKNOWLEDGEMENT BY CORPORATION

I, Patricia T. Talvacchio, certify that Alston W. Spruill Jr. personally came before me this day and acknowledged that he/she is Secretary of Alston W. Spruill & Sons a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Alston W. Spruill Jr. President, sealed with its corporate seal, and attested by him(her)self as its Secretary.

WITNESS my hand and official seal, this the 17 day of Dec, 2012
(Official Seal) My commission expires: _____

[Signature]
Signature of Officer

4-12-16

Notary Public
Title of Officer

SUBORDINATION

AGREEMENT

SUBORDINATION AGREEMENT

A Subordination Agreement now falls under G.S. 161-14.1 for indexing subsequent instruments.

All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

BEST PETER F. JR.
CAPITAL BANK
CAPITAL BANK, N.A.
CB TRUSTEE, LLC TR
EQUITY SERVICES, INC. /MERS
NAFH NATIONAL BANK

Grantees:

BEST PETER F. JR.
CAPITAL BANK
CAPITAL BANK, N.A.
CB TRUSTEE, LLC TR
EQUITY SERVICES, INC. /MERS
NAFH NATIONAL BANK

Note: Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

9046
0336

BK 09046 PG 0336

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Nov 20, 2012
AT 01:55:00 pm
BOOK 09046
START PAGE 0336
END PAGE 0338
INSTRUMENT # 43088
RECORDING \$26.00
EXCISE TAX (None)
CL

Prepared by and Return to:
L. Holden Reaves, Esq.
Reaves Law, PLLC
P.O. Box 53187
Fayetteville, NC 28305

File No. 12LHR3140

Description for Index: 3606 Sugar Cane Circle (D/T in Book 8307, Page 81)

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of the date set forth in the below notary acknowledgment, by **Capital Bank, N.A. f/k/a NAFH National Bank as successor by Capital Bank** (the "Lender") for the benefit of **PETER F. BEST, JR.** (the "Grantor").

WHEREAS, the Grantor executed a Deed of Trust in favor of the Lender upon real property more particularly described therein (the "Property"), which was recorded in Book 8307, Page 81 of the Cumberland County Registry (the "Subordinated Deed of Trust"). The named trustee in said Subordinated Deed of Trust is **CB Trustee, LLC**. The Subordinated Deed of Trust was given as collateral for a \$21,200.00 equity line of credit from the Lender to Grantor;

WHEREAS, the Lender is the owner and holder of the Subordinated Deed of Trust, together with the rights to the payments under the related equity line promissory note, and all rights accrued or that may accrue under said equity line promissory note and Subordinated Deed of Trust;

WHEREAS, Grantor has refinanced and paid off a loan secured by deed of trust in favor of **Equity Services, Inc./MERS**, securing \$169,600.00, said deed of trust having been recorded in Book 8307, Page 66, aforesaid Registry, with the proceeds of a new loan from Capital Bank (or its successors and/or assigns) in the same amount of \$160,000.00 or less, which is secured by a new deed of trust in favor of **Capital Bank**,

N.A. (or its successors and/or assigns) recorded in Book 9046, Page 327 (the "New Deed of Trust"), aforesaid Registry;

WHEREAS, the Lender has agreed to subordinate the lien of its Subordinated Deed of Trust to the lien of the New Deed of Trust, such that the New Deed of Trust will have first lien position on the Property.

NOW, THEREFORE, the Lender, in consideration of the sum of ten dollars (\$10.00) to it in hand paid, and other good and valuable consideration, does hereby contract and agree with Grantor and the beneficiary of the New Deed of Trust that the New Deed of Trust shall be a lien upon the Property superior to the Subordinated Deed of Trust; and to carry out said purpose, the Credit Union does hereby release, remise and forever quitclaim unto Grantor and unto the beneficiary of the New Deed of Trust its title to and lien upon said lands to the extent only that the Subordinated Deed of Trust be subordinate to the New Deed of Trust.

This subordination is effective only to the extent that the New Deed of Trust is not satisfied and cancelled of record.

It is expressly agreed that except for such subordination, the Subordinated Deed of Trust shall be and remain unchanged and in full force and effect.

[The Remainder of This Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, an authorized officer of the Credit Union hereby executes this Subordination Agreement as of the date set forth in the below notary acknowledgment.

LENDER:

Capital Bank, N.A. f/k/a NAFH National Bank as
successor by Capital Bank

By: [Signature]
Sr Vice President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated:
LM WILKINS as Sr Vice President of CAPITAL BANK.

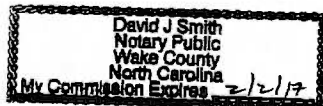
Date: 11/14/12

Official Signature of Notary: [Signature]

Notary's Printed Name: DAVID J SMITH

My commission expires: 2/2/17

[Affix Notary Seal or Stamp]



(N.P. SEAL)

ROAD / STREET
MAINTENANCE
AGREEMENT

ROAD/STREET MAINTENANCE AGREEMENT

The following street maintenance agreement was signed by all of the parties of the agreement and the name of the street should be indexed under both GRANTOR and GRANTEE if the agreement clearly indicates the road or street name.

Note: All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

BOWDEN TAMARA	WELLS FARGO BANK, N.A.
DREAMLAND DRIVE	WISNESKI DENNIS
GAINNEY BETTY HAIR	WISNESKI DENNIS M.
HAL PHOEBE	WISNESKI MELISSA M.
HALL PHOEBE	

Grantees:

BOWDEN TAMARA	WELLS FARGO BANK, N.A.
DREAMLAND DRIVE	WISNESKI DENNIS
GAINNEY BETTY HAIR	WISNESKI DENNIS M.
HAL PHOEBE	WISNESKI MELISSA M.
HALL PHOEBE	

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED May 28, 2013
AT 01:04:00 pm
BOOK 09200
START PAGE 0178
END PAGE 0182
INSTRUMENT # 20458
RECORDING \$26.00
EXCISE TAX (None)
KSJ

5

NORTH CAROLINA

STREET MAINTENANCE AGREEMENT

CUMBERLAND COUNTY

Return to: The Barfield Law Firm

JH THIS STREET MAINTENANCE AGREEMENT, made and entered into this day of May, 2013, by PHOEBE HALL, Single; TAMARA BOWDEN, Single; WELLS FARGO BANK, N.A., a U.S. Corporation; DENNIS *X.M.D.* WISNESKI and wife, MELISSA M. WISNESKI and BETTY HAIR GAINEY, Single, all except WELLS FARGO BANK, N.A. being citizens and residents of Cumberland County, North Carolina [hereinafter "OWNERS"].

W I T N E S S E T H:

THAT WHEREAS, OWNERS are the current owners of all of those certain tracts which abut that certain road and Class "C" private street known as Dreamland Drive near Linden, Cumberland County, N.C., running from Palestine Road near its intersection with Trail Creek Road in a southerly direction for approximately 600 feet, more or less and being depicted on that certain plat entitled "Property of Carl Bowden" being recorded in Plat Book 105, Page 141 of the Cumberland County, North Carolina Register of Deeds (hereinafter the "Tracts");

Whereas the Tracts front on a sixty (60') foot Class C private street and easement known as Dreamland Drive being depicted on the aforesaid plat; and

WHEREAS, said street and easement is a Class "C" private street not currently maintained by either the County of Cumberland or the State of North Carolina; and

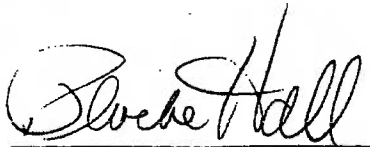
WHEREAS, the Owners, for themselves, their heirs, successors and assigns, desire to provide for the continued and uninterrupted maintenance of said street referenced above;

NOW, THEREFORE, IT IS AGREED:

1. That Owners, for themselves, their heirs, successors and assigns, do hereby covenant and agree for themselves, their successors and assigns to maintain and repair said sixty foot street known as Dreamland Drive as depicted on Plat recorded in Plat Book 105, Page 141, Cumberland County, N.C. Registry in good passable condition until such time that the County of Cumberland or the State of North Carolina assumes responsibility for the maintenance and repair of same.

2. That the OWNERS declare that this Street Maintenance Agreement, shall run with said real property, shall be binding on all parties having any right, title or interest in the described lot or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

This the *JH* day of May, 2013.


PHOEBE HALL (SEAL)


TAMARA BOWDEN (SEAL)


DENNIS M. WISNESKI (SEAL)


MELISSA M. WISNESKI (SEAL)

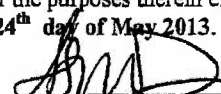

BETTY HAIR GAINES (SEAL)

WELLS FARGO BANK, N.A.,
a U.S. corporation

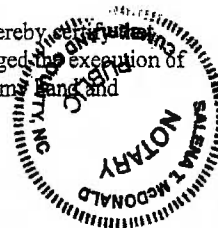
BY: _____ (SEAL)
Vice President

State of North Carolina -Cumberland County

I Salena T. McDonald, a Notary Public said County and State do hereby certify that Phoebe Hal personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24th day of May 2013.


Salena T. McDonald Notary Public

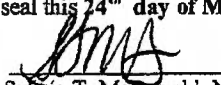
My Commission Expires: 9/16/2017



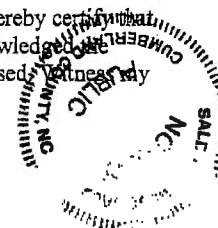
(N.P. SEAL)

State of North Carolina -Cumberland County

I Salena T. McDonald, a Notary Public said County and State do hereby certify that Tamara Bowden personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24th day of May 2013.


Salena T. McDonald Notary Public

My Commission Expires: 9/16/2017



(N.P. SEAL)

NORTH CAROLINA - CUMBERLAND COUNTY

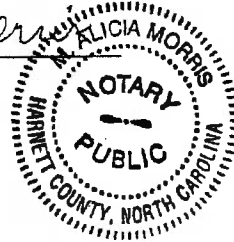
I, M. ALICIA MORRIS, a Notary Public of said County and State do hereby certify that BETTY HAIR GAINES, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS My hand and notarial seal this the 16th day of May, 2012.

M. Alicia Morris
Notary Public

My Commission Expires: June 5, 2013

(N.P. SEAL)



NORTH CAROLINA - CUMBERLAND COUNTY

I, M. Alicia Morris, a Notary Public of said County and State do hereby certify that DENNIS M. WISNESKI and MELISSA M. WISNESKI, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS My hand and notarial seal this the 16th day of May, 2013.

M. Alicia Morris
Notary Public

My Commission Expires: June 5, 2013
(SEAL)



(N.P. SEAL)

BK09200 PG0181

PHOEBE HALL (SEAL)

TAMARA BOWDEN (SEAL)

DENNIS E. WISNESKI (SEAL)

MELISSA M. WISNESKI (SEAL)

BETTY HAIR GAINES (SEAL)

WELLS FARGO BANK, N.A.,
a U.S. corporation

BY: _____ (SEAL)
Vice President

NORTH CAROLINA - CUMBERLAND COUNTY

I, _____, a Notary Public of said County
and State do hereby certify that PHOEBE HALL, personally appeared
before me this day and acknowledged the execution of the foregoing
instrument.

WITNESS My hand and notarial seal this the ____ day of May,
2013.

My Commission Expires: _____
(SEAL)

Notary Public

NORTH CAROLINA - CUMBERLAND COUNTY

I, _____, a Notary Public of said County
and State do hereby certify that TAMARA BOWDEN, personally

STATE OF Iowa
COUNTY OF Lucas

I, Nichole Quayle, the undersigned, a duly authorized Notary Public, do hereby certify that Jasene Brennan, Vice President of Wells Fargo Bank, N.A., a US corporation, personally came before me this day and acknowledged that he is the Vice President of Wells Fargo Bank, N.A., and that he as the Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal this the 20th day of May, 2013.

Nichole Quayle
Notary Public

My Commission Expires: 3-6-2016



(N.P. SEAL)

TERMINATION

AGREEMENT

TERMINATION AGREEMENT

The parties are terminating an agreement that they had previously executed and recorded which makes a Termination Agreement now fall under G.S. 161-14.1 for indexing subsequent instruments.

All parties are cross indexed as GRANTORS and GRANTEES. If the original debtor is identified they also need to be indexed as a GRANTOR along with the original Trustee as a Grantee.

On the attached example:

Grantors:

BUMGARNER JEFFREY B.	CITY OF HICKORY
BUMGARNER KIM L.	CROSSROADS
BUMGARNER MARQUITA A.	CROSSROADS HOLDINGS, LLC
BUMGARNER MICHAEL R.	

Grantees:

BUMGARNER JEFFREY B.	CITY OF HICKORY
BUMGARNER KIM L.	CROSSROADS
BUMGARNER MARQUITA A.	CROSSROADS HOLDINGS, LLC
BUMGARNER MICHAEL R.	

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

FILED Catawba County

on Sep 04, 2012 at 10:19:00 am

Excise Tax \$0.00 (TP)

INST. # 15820

DONNA HICKS SPENCER,
Register of Deeds

Ex 03144 Pg 0396-0399

Prepared by and return to:
William W. Bunch, III
✓ BROWN & BUNCH, PLLC
4700 Homewood Court, Suite 265
Raleigh, North Carolina 27609

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

TERMINATION OF SETBACK AGREEMENT

THIS TERMINATION OF SETBACK AGREEMENT ("Termination") is made as of the 11th day of August, 2012 by Crossroads Holdings, LLC, a North Carolina limited liability company ("Crossroads") and consented to by the City of Hickory as expressly set forth hereinafter;

WITNESSETH THAT:

WHEREAS, Jeffrey B. Bumgarner and wife, Kim L. Bumgarner and Michael R. Bumgarner and wife, Marquita A. Bumgarner, as parties of the first part and Michael R. Bumgarner and wife, Marquita A. Bumgarner, as parties of the second part, and the City of Hickory, as party of the third part, executed that certain Setback Agreement dated January 10, 1997 and recorded on March 7, 1997 in Book 2021, Page 1516, Catawba County Registry ("the Setback Agreement"); and

WHEREAS, the Setback Agreement pertained to a boundary line between property owned by the parties of the first part and the parties of the second part; and

WHEREAS, the real property acquired by Crossroads pursuant to that certain Deed recorded in Book 3077, Page 1719, Catawba County Registry, includes all the real property subject to the Setback Agreement; and

WHEREAS, by virtue of the recordation of that certain recombination plat by Crossroads in Map Book 71, Page 189, Catawba County Registry, the boundary line to which the Setback Agreement pertained no longer exists; and

WHEREAS, in conjunction with the redevelopment of the real property subject to the Setback Agreement, the building erected by the parties of the second part referenced in the Setback Agreement has been demolished and removed; and

WHEREAS, by virtue of such recombination and demolition and removal of such building, the Setback Agreement is no longer applicable or necessary and Crossroads desires to terminate same of record;

NOW, THEREFORE, for and in consideration of the premises, Crossroads, as the owner of all of the real property subject to the Setback Agreement, does hereby terminate the Setback Agreement and give record notice of the termination thereof by the recordation of this Termination. The recordation of this Termination in the Catawba County Registry shall be conclusive and irrefutable evidence of the termination of the Setback Agreement in all respects whatsoever and may be relied upon by all parties having any interest whatsoever in the real property previously subject to the Setback Agreement.

The City of Hickory, a municipal corporation, duly organized and existing under the laws of the State of North Carolina, situated in Catawba County, by and through its appropriate officials, does hereby acknowledge the terms and provisions of this Termination and does hereby consent and agree to the termination of the Setback Agreement in accordance with the terms and provisions of this Termination.

IN WITNESS WHEREOF, Crossroads and the City of Hickory, by and through their duly authorized member and officials as applicable, have executed this Termination under seal as of the date and year first above written:

0398

Crossroads Holdings, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
Glenn A. Boyd, Member

CITY OF HICKORY:

By: [Signature] (SEAL)
Mayor

ATTEST:

Abbie D. Miller
Interim City Clerk



State of North Carolina

0399

County of Vance

I, Ryan Rowland, a notary public of said County and State, do hereby certify that Glenn A. Boyd, Member of Crossroads Holdings, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument by him as Member on behalf of said limited liability company.

Witness my hand and seal, this the 26 day of July, 2012.

Ryan Rowland
Signature of Notary Public

Ryan Rowland
Printed Name of Notary Public

My commission expires:

3/6/2017

(SEAL)

State of North Carolina

County of Catawba

I, Sarah Wills Prencipe, a notary public of said County and State, do hereby certify that Debbie D. Miller personally appeared before me this day and acknowledged that she is the Interim City Clerk of the City of Hickory, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Hickory, the foregoing instrument was voluntarily signed in its name by its Mayor, sealed with its corporate seal, and attested by him as its Interim City Clerk.

Witness my hand and seal, this the 21st day of August, 2012.

Sarah Wills Prencipe
Signature of Notary Public

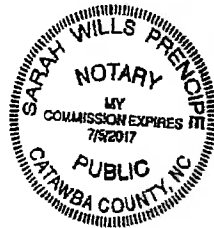
Sarah Wills Prencipe
Printed Name of Notary Public

My commission expires:

7/5/2017

(SEAL)

Setback termination. 1



LEASE
TERMINATION
AGREEMENT

LEASE TERMINATION AGREEMENT

The parties are terminating an agreement that they had previously executed and recorded; although this falls under G.S. 161-14.1 for indexing a subsequent instrument there is no reference made to a previously recorded instrument in this document.

All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

ELECTRIC WIRING CO., INC.

HUFFMAN GEORGE W.

HUFFMAN HARPER H.

Grantees:

ELECTRIC WIRING CO., INC.

HUFFMAN GEORGE W.

HUFFMAN HARPER H.

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

3151-0661

FILED Catawba County

on Oct 09, 2012 at 12:20:00 pm

Excise Tax \$0.00 (TP)

INST. # 18382

DONNA HICKS SPENCER,
Register of Deeds

EX 03151 Pg 0661-0662

Prepared by & return to: F. Wesley Sigmon - Kennedy & Wulforst, P.A., 3758 Hwy 16 N, Denver, NC 28037

LEASE TERMINATION AGREEMENT AND MUTUAL RELEASE

This Lease Termination Agreement and Mutual Release ("Agreement") is entered into between HARPER H. HUFFMAN, sole heir of GEORGE W. HUFFMAN ("Lessor"); and ELECTRIC WIRING CO., INC., a North Carolina corporation ("Lessee") as of the 1st day of October, 2012 ("Effective Date").

WHEREAS, Lessor and Lessee are parties to a certain Lease Agreement (the "Lease") dated April 1, 1976 for premises located at 1039 3rd Avenue Drive NW, Hickory, NC, 28603 (the "Premises");

WHEREAS, Lessor and Lessee now desire to provide for the termination of the Lease upon the sale of Premises by Lessor to Lessee.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follow:

1. **Termination.** The parties to this Agreement hereby agree that the Lease shall terminate upon execution of this document ("Termination Date").
2. **Mutual Release.** The parties hereto release, discharge and waive any claims known or unknown, that either may have against the other, their successor, assigns, employees, agents, members, attorneys, officers or directors, arising out of or in any way connected with the Lease.
3. **Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.
4. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina with the parties hereto submitting to the jurisdiction of the Courts of Catawba County. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.
5. **Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LESSOR:

[Signature]
HARPER H. HUFFMAN

LESSEE:

ELECTRIC WIRING CO., INC.

By: _____

Name: HARPER H. HUFFMANTitle: PRESIDENT

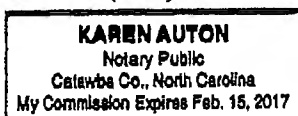
STATE OF NORTH CAROLINA

COUNTY OF Catawba

I certify that the following person(s) personally appeared before me this 4th day of October, 2012, each acknowledging to me that he or she signed the foregoing document:

HARPER H. HUFFMAN

(SEAL)



[Signature]
Official Signature of Notary

Karen Auton

Notary Public

Notary's printed or typed name

My Commission Expires:

2-15-17

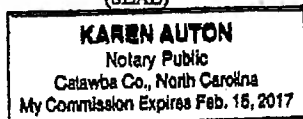
STATE OF NORTH CAROLINA

COUNTY OF Catawba

I, Karen Auton, a Notary Public for said County and State, do hereby certify that Harper H. Huffman as pres. / owner of ELECTRIC WIRING CO., INC., a North Carolina corporation, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein on behalf of said entity.

Witness my hand and Notarial stamp or seal, this 4th day of October, 2012.

(SEAL)



Notary Public

My commission expires:

2-15-17

IMPROVEMENT

AGREEMENT

IMPROVEMENT AGREEMENT

An Improvement Agreement falls under G.S. 161-14.1 for indexing subsequent instruments.

All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

CITY OF BREVARD

COTTAGES AT BREVARD LLC

Grantees:

CITY OF BREVARD

COTTAGES AT BREVARD LLC

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.



2012003895

TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED & RECORDED

07-26-2012 11:26:08 AM

CINDY M. GUNBEY

REGISTER OF DEEDS

BY: KATHY SMITH

DEPUTY REGISTER OF DEEDS

BK: DOC 620

PG: 9-19

This Agreement prepared by:
MICHAEL K. PRATT, ATTORNEY AT LAW

STATE OF NORTH CAROLINA

TRANSYLVANIA COUNTY

INFRASTRUCTURE IMPROVEMENT AGREEMENT

NOW COME COTTAGES AT BREVARD LLC (herein after, "Developer"), which owns certain property hereinafter described, located in Transylvania County, North Carolina, and the CITY OF BREVARD (herein after, "the City"), a North Carolina Municipal Corporation located in Transylvania County, and say and agree as follows:

WITNESSETH:

WHEREAS, the Developer has proposed a low income housing development which requires approval from the City pursuant to the City's Unified Development Ordinance; and

WHEREAS, the Developer has requested final plat approval prior to the completion of the proposed and agreed upon infrastructure improvements within the development; and

WHEREAS, the parties have agreed to the following terms and conditions binding the Developer with regard to its obligation to effect the infrastructure improvements which it has proposed and which have been agreed upon:

NOW, THEREFORE, the parties hereby agree that:

PAGE 2 OF 11

1. CONSTRUCTION OF PUBLIC IMPROVEMENTS. The Developer shall construct certain public infrastructure improvements, to the specifications as agreed upon by and between the parties, such improvements being more specifically described in the following documents, which are hereby incorporated herein by reference:

Those certain plats titled: Alta Survey for The Cottages at Brevard LLC from Brevard Wesleyan Methodist Church, prepared by the following surveyor: Professional Surveying Services; dated: March 6, 2012. In addition to the plat(s), the following documents containing plans and specifications, titled: The Cottages at Brevard, prepared by the following [architect/engineer]: Odom Engineering, PLLC; dated: May 7, 2012.

2. TIME FOR COMPLETION OF IMPROVEMENTS. The Developer shall complete all such improvements no later than fourteen (14) months following the date of this Agreement. This deadline is an essential and substantive element of this Agreement, and Time is of the Essence with respect to completion by the deadline. All security provided by the Developer to the City shall remain in full force and effect through the deadline and any extensions thereof, and thereafter until the dedication of such public improvements is in all ways complete.

3. INSPECTION AND ACCEPTANCE OF COMPLETED IMPROVEMENTS. The City's Public Service Director, the Planning Director, and their employees or assigns, may review the construction of the improvements reflected on these plats at such times as they choose, during the construction process and upon completion. They may have other professionals, such as engineers or architects, review the same, if it seems to them appropriate to do so. Once all reviews and inspections are complete and the improvements have been determined to be in keeping with City standards and specifications, and approvals have been provided in writing under Section 17, the dedication process shall begin.

PAGE 3 OF 11

4. DEVELOPER IS OWNER OF REAL ESTATE. The Developer hereby represents to the City that it is the owner in fee simple absolute of, that is has the unconditional right to convey, and that it will warrant and defend such conveyance of all streets, sidewalks, street lights, rights-of-way, sewer and water utilities and easements, storm water infrastructure and other public infrastructure within the development, located within the Extraterritorial Jurisdiction of the City of Brevard, Transylvania County, State of North Carolina, and proposed by the Developer for Voluntary Annexation, as depicted upon the foregoing plats.

5. DEVELOPER'S ADDITIONAL OBLIGATIONS. Upon acceptance of the improvements by City in the manner described in Sections 3 and 17, the Developer shall prepare and submit to the City, in recordable form, a mylar version of the updated Subdivision Plat, and six copies of appropriately updated plats, all of which shall conform to the Unified Development Ordinance; upon acceptance thereof, the Developer shall prepare and submit to the City, an appropriate Dedication Agreement and General Warranty Deed conveying the same to the City, which the City shall have reviewed by the City Attorney; and upon approval thereof, the City Manager shall accept the same and the documents shall be duly recorded in the office of the Register of Deeds. All costs associated with planning, drawing, permitting, applications, municipal and county fees of all kinds, construction, platting, preparation of documents and recording fees shall be the responsibility of Developer.

6. WARRANTY OF IMPROVEMENTS BY DEVELOPER. The Developer shall warrant the public improvements described in such documents, against defects in materials and workmanship for the benefit of the City, and shall agree to repair or replace the same unconditionally in the event of defect of breakdown during the warranty period of three years following conveyance of same to the City.

PAGE 4 OF 11

7. INSPECTIONS. The City may, from time to time, inspect said improvements for damages or defect, the repairs of which shall be the responsibility of the Developer, and shall notify the Developer in writing of any necessary repairs. The City shall conduct a final warranty inspection prior to the expiration of the warranty period as described above and, if no damages or defects are identified, notify the Developer in writing that the warranty period has expired and that the Developer is released from its warranty.

8. SECURITY PROVIDED BY SURETY BOND AND LETTER OF CREDIT. The Developer will establish, or cause to be established, a SURETY BOND AND/OR LETTER OF CREDIT, for the express purpose of securing the City until the agreed upon infrastructure improvements have been constructed, approved and the dedication thereof is complete. The original surety bond and/or letter of credit shall be held in the possession of the City Manager, and is subject to and shall be deemed to include all of the following provisions:

(a) It is valid and in full force and effect for an initial period of eighteen (18) months, with an "evergreen" provision whereby the surety or lender may not cancel it even thereafter without notice to the City of the proposed cancellation providing the City an opportunity to direct its extension or renewal in the following manner:

Every notice of cancellation or expiration shall provide that, upon receipt of such written notice of proposed cancellation or expiration, the City may, by written notification to the Surety or Lender within thirty (30) days thereafter, direct its extension or renewal for an additional and successive twelve month period.

(b) The Surety Bond and/or Letter of Credit may not be unilaterally cancelled or allowed to expire without notice to the City providing the City with successive

PAGE 5 OF 11

opportunities for renewal as aforesated, until such time as all of the improvements described in Section 1 have been dedicated and conveyed to the City.

(c) The surety and/or lender, at the local branch, will honor it by delivering a check to the City of Brevard in the amount demanded. The surety and/or lender shall honor such a City's Claim without delaying payment to first notify the Developer or for any other reason, but shall make payment of the withdrawal amount demanded therein, to City in the ordinary course of business on the next business day following receipt of the City's Claim.

(d) No partial reductions in its value shall be allowed, for any reason at any time, other than as to amounts paid over to the City upon presentation of a Claim, and it shall remain fully valid, intact and in full effect until all conditions stated herein have been fulfilled, or until the entire face amount thereof has been paid to the City.

(e) It shall not be assignable, and no creditor other than the City shall have any right to any portion of it. The City's rights shall not be subordinate to any other entity.

(f) All of the provisions and requirements contained in Section 16 of the Unified Development Ordinance, as the same may relate to Surety Bonds and Letters of Credit, are hereby specifically incorporated herein by reference thereto.

9. DEFAULT BY DEVELOPER. The Developer hereby agrees irrevocably that:

(a) If the required improvements described in Section 1 are not completed and approved by the City within fourteen (14) months from the date of this Agreement, it shall then be in default. In that event, the Developer hereby waives further notice and agrees that the City shall be, and hereby is, authorized to access said Surety Bond and/or Letter of Credit for the purpose of completing the construction of these improvements within the period in which the Surety Bond and/or Letter of Credit is

PAGE 6 OF 11

valid and effective. Time is of the essence with respect to the Developer's obligations in this provision;

(b) If the City, by its inspections or otherwise, determines that (i) the Developer has failed to make substantial progress toward construction of the improvements for a continuous period of ninety (90) days; (ii) that the construction in progress or as completed does not comply with the agreed upon specifications or with the Unified Development Ordinance; or (iii) that any part or portion of the Surety Bond and/or Letter of Credit or real estate within the subdivision is placed in jeopardy by any act of the Developer or any creditor of the Developer, or by failure or action of the issuing Surety or Lender or by action of any creditor of the issuing Surety or Lender, the Developer shall be in Anticipatory Default. In such event, the City shall provide ten (10) days' written notice to the Developer to remedy such Anticipatory Default, with a copy thereof to the Surety. If the Anticipatory Default is not remedied within the ten (10) day period, the Developer shall be in default, and hereby waives further notice and agrees that the City shall be, and hereby is, authorized to access said Surety Bond and/or Letter of Credit for the purpose of correcting the default and/or completing the construction of these improvements within the period in which the Surety Bond and/or Letter of Credit is valid and effective. Time is of the essence with respect to the Developer's obligations in this provision; or

(c) Upon completion of the infrastructure improvements, the Developer shall act promptly to complete the dedication provisions contained herein, so as to ultimately convey the improvements to the City and to warrant the same. In the event that such dedication provisions are not completed by the Developer (by tender of appropriate and acceptable Dedication Agreement and General Warranty Deed) within sixty (60) days of acceptance of the improvements by the City pursuant to Section 3, the Developer shall be in Anticipatory Default. In such event, the City shall provide ten

PAGE 7 OF 11

(10) days' written notice to the Developer to remedy such Anticipatory Default, with a copy thereof to the Surety or Lender. If the Anticipatory Default is not remedied within the ten (10) day period, the Developer shall be in default and hereby waives further notice and agrees that the City shall be, and hereby is, authorized to access said Surety Bond or Lender of credit funds for the purpose of correcting the default and/or completing the dedication, warranting and conveyance of such improvements within the period in which the Surety Bond or Letter of Credit is valid and effective. Time is of the essence with respect to the Developer's obligations in this provision.

10. CITY'S ACCESS TO FUNDS FROM SURETY BOND OR LETTER OF CREDIT. The City Manager is hereby irrevocably designated and appointed with full authority to access and draw on the funds from the Surety Bond and/or the Letter of Credit pursuant to the terms of this Agreement. Developer hereby authorizes and instructs the Surety or Lender which issued the bond to acknowledge and honor the City Manager's withdrawal(s) presented to it by written claim form without further inquiry, and hereby releases the Surety or Lender from any liability for such withdrawals paid to the City, without recourse;

11. ADDITIONAL REMEDIES. City shall be entitled to have and recover of Developer all attorney's fees, court costs and other costs expended in the event of Developer's default or Anticipatory Default, in connection with the enforcement of this Agreement, and to charge the same against the Surety Bond and/or Letter of Credit along with all costs of construction, repair and completion of dedication. Nothing herein is to be construed to limit the City's rights or potential remedies upon the Developer's default, and the City hereby specifically retains all of its rights as the same may exist in law or equity.

12. TERMINATION OF SURETY BOND AND/OR LETTER OF CREDIT. Only upon the City determining that the required improvements have been completed to the

PAGE 8 OF 11

City's satisfaction and accepted, and upon the completion of all elements of dedication (including conveyance of the improvements to the City), shall the interest of the City in the Surety Bond and/or Letter of Credit be terminated, withdrawn, cancelled or expire. All elements of dedication shall be deemed to be final and complete only when the City has recorded the Dedication Agreement and General Warranty Deed, following written approval thereof by the City Manager pursuant to Section 17.

13. RESERVED.

14. INCORPORATION OF WRITTEN POLICY FOR IMPROVEMENTS. All of the terms and provisions contained in that certain policy document entitled, "Procedure for the Installation and Dedication of Public Improvements Within Major Subdivisions Installed Prior to Recordation of Final Plats Without Bond," dated prior to the date of this Agreement and retained in the City's Planning Office, are hereby incorporated herein by reference.

15. CONSTRUCTION AND ENFORCEMENT OF AGREEMENT. This Agreement shall be construed pursuant to the Laws of the State of North Carolina. This Agreement shall be construed without regard to which party procured its draftsmanship. It shall be enforced only through proceedings in District or Superior Court for the State of North Carolina, and the only proper venue for trial by jury shall be in Transylvania County, North Carolina.

16. NOTIFICATION PROVISIONS. Any time that notification is required, the City shall be entitled to rely on the following contact information:

Developer: Cottages at Brevard LLC, Attn: Frankie W. Pendergraph, P.O. Box 19691, Raleigh NC 27619.

Surety: [address to be provided by Developer to City when available]

PAGE 9 OF 11

All notices may be made in any manner reasonably expected to result in actual notice to the party or parties to be notified. In this regard, the City is entitled to conclusively presume that written notices sent by First Class Mail are delivered within three (3) business days thereafter.

16. AMENDMENT OR MODIFICATION. This agreement shall not be changed or amended in any way except upon specific written and executed approvals of the Developer and the City. In this regard, any failure by the City to take action under this Agreement shall not constitute a waiver of the right to take such action or an amendment to or modification of this Agreement. Any changes to the infrastructure to be constructed, unless approved specifically and in writing, fully executed by the Developer and the City, shall not constitute amendments or modifications to this Agreement, and shall not comply with this Agreement, regardless of building inspection approvals or oral agreements to the contrary. THIS AGREEMENT SHALL NOT BE MODIFIED BY ORAL AGREEMENT, COURSE OF DEALING OR BY ANY ACTION OR INACTION, BUT SHALL ONLY BE MODIFIED BY SPECIFIC WRITTEN AGREEMENT EXECUTED BY THE PARTIES.

17. AUTHORITY TO BIND THE CITY WITH REGARD TO APPROVALS. Only the persons holding the following employment positions may bind the City as to any approvals required under Sections 3 and 5 (other than the final approval of all dedication documents prior to recordation): City Manager; City Planning Director. All such approvals shall be in writing, signed and dated by either of such employees. Only the City Manager shall make the final approval of the proposed dedication documents (Dedication Agreement and General Warranty Deed) following a review of same by the City Attorney, as required in Section 5). Such final approval shall be in writing, signed and dated by the City Manager.

PAGE 10 OF 11

18. AGREEMENT BINDING ON SUCCESSORS AND ASSIGNEES. This

Agreement shall forever bind the parties, their successors and assigns. All conveyances made by Developer while this Agreement is pending shall be subject to the terms hereof, and grantees are deemed to take with notice hereof upon recordation of this Agreement.

Witness our hands and seals this the 17th day of July, 2012.

The Developer:

Cottages at Brevard LLC

By: FWP Cottages at Brevard, LLC

By: Frankie W. Pendergraph, managing member

CITY OF BREVARD

By: [Signature]
City Manager

Attest:

[Signature]
Brevard City Clerk



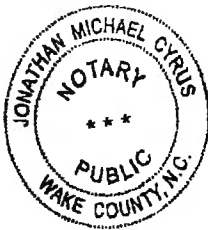
PAGE 11 OF 11

STATE OF NORTH CAROLINA,

COUNTY OF Wake

I, a Notary Public of said State and County, do hereby certify that FRANKIE W. PENDERGRAPH, manager personally appeared before me this day and acknowledged that she is the manager of FWP Cottages at Brevard, LLC, the Managing-Member of COTTAGES AT BREVARD LLC, a North Carolina limited liability company, the limited liability company described in and which executed the forgoing instrument; that he executed said instrument in the name of said limited liability company by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company.

Witness my hand and Notarial stamp or seal this the 17th day of July, 2012.



Jonathan Michael Cyrus
Signature of Notary Public

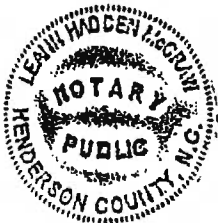
Jonathan Michael Cyrus
Printed or typed name of Notary Public

My commission expires: 10-11-14

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, LeAnn Hadden McCreary a Notary Public of said State and County, do hereby certify that Desiree D. Perry, personally appeared before me this day and acknowledged that (s)he is City Clerk for the CITY OF BREVARD, a North Carolina Municipal corporation, and that by authority duly given and as the act of this corporation, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal, and attested by its Clerk.

WITNESS my hand and Notarial Seal, this the 17th day of July, 2012.



LeAnn Hadden McCreary
Notary Public Printed Name

LeAnn Hadden McCreary
Notary Public Signature

My Commission Expires: 1/3/2015

c:\city\development agreements\Cottages at Brevard infrastructure improvement agreement form

ANTENUPTIAL
AGREEMENT

ANTENUPTIAL AGREEMENT

All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

SMITH AMY ELIZABETH

WEBER JOSEPH PATRICK

Grantees:

SMITH AMY ELIZABETH

WEBER JOSEPH PATRICK

502888



Filed

Rockingham County, NC

Rebecca B. Cipriani, Register of Deeds

08/29/2012 02:47:38 PM

Fee Amt \$26.00

NC Excise Tax: \$0.00

DEANNA R. HAMILTON

STATE OF NORTH CAROLINA

ANTENUPTIAL AGREEMENT

COUNTY OF ROCKINGHAM

This Antenuptial Agreement made and entered into this 25 day of August, 2012, by and between JOSEPH PATRICK WEBER of Tuscaloosa County, Alabama, herein referred to as prospective husband and AMY ELIZABETH SMITH of Cobb County, Georgia herein referred to as prospective wife. The parties stipulate and recite that:

1. Prospective husband and prospective wife intend to be married.
2. Prospective husband and prospective wife desire to formalize agreements made by them concerning property they now own and property to be acquired after their marriage and various rights and liabilities incurred after their marriage.

For the reasons cited above, and in consideration of the mutual covenants contained herein, prospective husband and prospective wife do hereby agree as follows:

1. All property owned by either prospective husband or prospective wife prior to marriage, specifically including those items listed in Exhibit "A" attached hereto, shall remain the separate property of the party to whom the property belonged before marriage.
2. All property acquired after the marriage of the parties shall be the separate property of the party acquiring the property, with all rights, title and interest exclusively in that party. This property shall not be subject to the North Carolina Equitable distribution Law, N. C. G. S. 50-20, provided, however, that such separate property may

✓
DRAWN BY & RETURN TO: MICHAEL J. CASSIDY

become the separate property of the other or their joint property by a written instrument indicating that intent and signed by both parties.

3. All the earnings of prospective husband and prospective wife earned prior to the date of marriage and after the date of marriage, from any source whatever, including investments, shall be the sole and separate property of the party responsible for said earnings.
4. Each party shall have no rights or interest in separate property of the other and the prospective husband hereby releases, renounces and quitclaims all rights to claim any interest in the real property and all rights to participate in the distribution of the personal property of the prospective wife should he survive her during the course of the marriage, both as to property now owned by her and property hereinafter acquired except as may be provided by Will. Further, the prospective wife hereby releases, renounces and quitclaims all rights to claim any interest in the real property and all rights to participate in the distribution of the personal property of the prospective husband should she survive him during the course of the marriage, both as to property now owned by him and property hereafter acquired except as may be provided by Will.
5. This agreement is executed and shall control the disposition and holding of the prospective husband's and the prospective wife's property and shall be in lieu of property distribution under North Carolina's Equitable Distribution Act, N. C. G. S. 50-20 and North Carolina's Intestate Succession Act.
6. Each party shall be entitled to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control property, without the written consent of the other party.
7. Each party reserves the right to designate the other party as a beneficiary of any death benefits from life insurance policies that may be in effect at the time of the death of a party hereto. Unless specifically designated a beneficiary, each party waives all other rights in the disposition of any death benefits from life insurance policies maintained by the other party.

8. Each party agrees that this agreement is fair and equitable, that they both attest that each was fully informed of the other's financial status, and they had equal opportunity to determine the other's financial status, and they both entered into this agreement voluntarily.
9. Each party represents that they are signing this document after full and complete disclosure of the other party's assets.
10. This contract shall be governed by the laws of North Carolina, and this agreement is executed under the provisions of G. S. 52B-1, et seq.
11. This agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, executors and assignees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25 day of August, 2012.

Joseph Patrick Weber (SEAL)
JOSEPH PATRICK WEBER

Amy Elizabeth Smith (SEAL)
AMY ELIZABETH SMITH

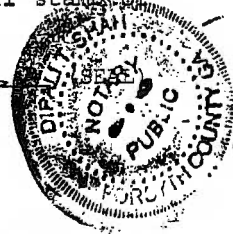
STATE OF GA.
COUNTY OF Cobb

I, Dipali Shah, a Notary Public in and for said County and State, do hereby certify that JOSEPH PATRICK WEBER personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official stamp or seal, this 25 day of August, 2012.

Dipali Shah
Notary Public

My Commission Expires: _____

Notary Public, Forsyth County, Georgia
My Commission Expires August 12, 2016



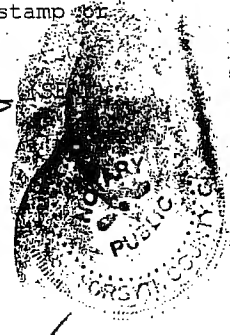
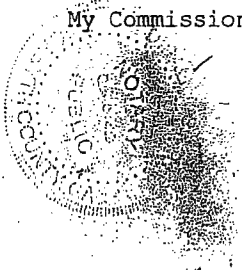
STATE OF GA.
COUNTY OF Cobb

I, Dipali Shah, a Notary Public in and for said County and State, do hereby certify that AMY ELIZABETH SMITH personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official stamp or seal, this 25 day of August, 2012.

Dipali Shah
Notary Public

My Commission Expires:

Notary Public, Forsyth County, Georgia
My Commission Expires August 12, 2016



TIMBER
AGREEMENT

TIMBER AGREEMENT

A Timber Agreement falls under G.S. 161-14.1 for indexing subsequent instruments.

All parties are cross indexed as GRANTORS and GRANTEES.

On the attached example:

Grantors:

CHARLES ERIC

CHARLES ERIC E.

FULBRIGHT MARTHA JO

RONALD LEE FULBRIGHT LUMBER, INC.

Grantees:

CHARLES ERIC

CHARLES ERIC E.

FULBRIGHT MARTHA JO

RONALD LEE FULBRIGHT LUMBER, INC.

Note: Excise tax applies to the timber consideration per NCGS 105-228.30(a).

Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

Revenue: \$6.00

~~No Revenue~~

FILED CATAWBA COUNTY

on Apr 04, 2013 at 11:37 am

Excise Tax \$6.00 AT

INSTR. # 06676

DONNA HICKS SPENCER
REGISTER OF DEEDS

Bk03181 Pg0709-0711

My copy

Return To:

✓ Fulbright Lumber Co., Inc.
3250 Plateau Rd.
Newton, NC 28658

Timber Sale Agreement

State of North Carolina

County of CatawbaThis Timber Sale Agreement is made and entered into the 21 day
of March, 2013, by and between Eric Charles (seller), and Ronald
Lee Fulbright Lumber, Inc. (buyer).

Witnesseth:

→ 1/8 undivided interest in timber.
Eric E. CharlesThat the Sellers, for and in consideration of the sum of \$ 3,000.00 and other good and
valuable consideration to them in hand paid, the receipt of which is hereby
acknowledged, have agreed as set out hereinafter, bargained and sold and by these
presents do agree as set out hereinafter, bargain, sell and convey to the Buyer, its
successors and assigns, all trees and timber as hereinafter defined, lying or standing
upon that certain tract or parcel of land described as follows:Being part of a tract of land lying in Jacobs Fork Township, Catawba
County, North Carolina, described in Book 311, Page 0542 in the
Catawba County Registry, containing approximately 46.9 acres.

This conveyance is made subject to and together with the following provisions:

1. The Buyer has 24 months after the date of the execution of this Timber Sale Agreement to complete all timber-harvesting activities. All trees, timber, tops or slabs remaining on the property after the date shall be the property of the Sellers. Seller shall have the right to suspend logging operations at its sole discretion, based on weather conditions or the Buyer's unsatisfactory performance of its obligations hereunder. In event of a suspension of operations, Seller may grant extensions of time to complete timber-harvesting activities.
2. This agreement shall cover and include all trees of every species and size now standing or lying upon said land.
3. Seller intends to enforce all applicable statutes regarding water quality and sedimentation, and to require the use of best management practices for forestry. In this regard, Buyer and its agents and employees shall:
 - a) Abide by Forestry's Best Management Practices, as amended, established by the N.C. Forest Service, relating to timber harvesting, water quality, and sedimentation, and including those provisions which require the Buyer to keep springs, creeks, rivers, ravines or drainage ditches clear of forest debris caused by the cutting and removal of timber, as provided in North Carolina General Statutes 113A-52.1, 77-13 and 77-14.
 - b) At all times exercise reasonable care to minimize and reduce the hazard of fire by the use of good forestry practices.

- c) Minimize soil damage which may result from the operation of logging machinery during wet ground conditions by refraining from carrying on logging and hauling operations during periods of wet ground conditions.
4. To the extent possible, the logging operations will utilize existing roadways within sale area. Additional roads necessary for the cutting and removal of timber may be opened and maintained with permission of Seller.
 5. No tops, laps or limbs or other debris from the logging operations shall be left in or across the boundary or cutting lines or any field, ditch, or stream located upon the described property. The Buyer will immediately repair any damage to fences, drainageways, buildings or other improvements that are caused by the Buyer, its employees or agents.
 6. The Buyer covenants with the Seller that neither the subject premises nor any substrata underlying the premises shall be used during the terms of Agreement for the purposes of storing, treating or disposing of hazardous waste.
 7. Throughout the term of this Timber Sale Agreement, the Buyer or its agents shall be responsible for removal of all trash from the cutting area, including but not limited to oil cans, paper, tires, plastic or glass bottles or other such debris placed on the cutting area by the Buyer, its agents or employees. All such trash shall be removed from the property; under no circumstances shall any trash be buried on the property.
 8. The Sellers, by the execution of this Agreement, agree that the boundary line of the property has been shown to agents of the Buyer and that should any dispute arise concerning timber cut under this Agreement within the area defined and described above, upon demand by the Buyer, the Sellers will in all respects defend at their own expense any disputed cutting of timber, and undertake to settle such disputes in the most expeditious manner, saving the Buyer harmless. The Sellers warrant the right to sell the timber herein described, free of all taxes, levies and governmental laws or regulations that restrict the harvest of any timber included in this Agreement, for the term of this Agreement.
 9. No pledge or assignment of this agreement by the Buyer, or transfer of his rights or interests herein shall be valid without written consent of the Sellers.

TO HAVE AND TO HOLD the aforesaid timber, together with the rights and privileges hereinbefore set out, to the Buyer, its successors and assigns in fee simple.

0711

The Seller covenant that they are seized of the timber and the lands upon which it is situated in fee simple; that they have the right to convey the timber, that the timber is free and clear of all encumbrances, and that they do hereby warrant and will forever defend the title to the timber against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Parties have set their hands and seals, this the day and year first above written.

SELLER(S):

Eric E. Charles (SEAL)

(SEAL)

BUYER:

Martha Jo Fulbright (SEAL)

(If husband and wife both shall sign)

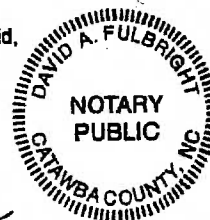
(SELLER WITNESS)

NORTH CAROLINA, Catawba COUNTY

I, David A. Fulbright, a Notary Public of the County and State aforesaid, do hereby certify that Eric E. Charles and N/A personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand an official seal this 21 day of March, 2013.

David A. Fulbright
Notary Public
My Commission Expires: July 12, 2014



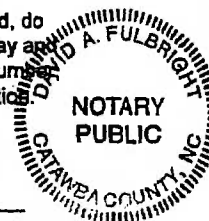
(BUYER WITNESS)

NORTH CAROLINA, Catawba COUNTY

I, David A. Fulbright, a Notary Public of the County and State aforesaid, do hereby certify that Martha Jo Fulbright personally came before me this day and acknowledged that he is (owner/authorized representative of Ronald Lee Fulbright Lumber Inc), being duly authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand an official seal this 21 day of March, 2013.

David A. Fulbright
Notary Public
My Commission Expires: July 12, 2014



FAMILY
SETTLEMENT
AGREEMENT

FAMILY SETTLEMENT AGREEMENT

All parties are cross indexed as GRANTORS and GRANTEES. Should the estate be mentioned, it too should be indexed as a GRANTOR and a GRANTEE.

On the attached example:

Grantors:

BARTON HENRY
BARTON TERESA
LEIRSKIA ANDREW
LEIRSKIA JESSICA
LEIRSKIA NATHANIEL
LEVISKIA ALISSA
LEVISKIA ANDREW
LEVISKIA JESSICA
LEVISKIA NATHANIEL
LEVISKIA SHARON
LEVISKIA SHARON T.
SITTON JAMES S.

Grantees:

BARTON HENRY
BARTON TERESA
LEIRSKIA ANDREW
LEIRSKIA JESSICA
LEIRSKIA NATHANIEL
LEVISKIA ALISSA
LEVISKIA ANDREW
LEVISKIA JESSICA
LEVISKIA NATHANIEL
LEVISKIA SHARON
LEVISKIA SHARON T.
SITTON JAMES S.

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field



2013001193

TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED & RECORDED

03-04-2013 02:31:21 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: KARIN SMITH

DEPUTY REGISTER OF DEEDS

BK: DOC 646

PG: 340-345

**STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA**

FAMILY SETTLEMENT AGREEMENT

This Agreement is made and entered into as of the 20th day of February, 2013, by and between TERESA BARTON and husband, HENRY BARTON; NATHANIEL LEVISKIA and wife, SHARON LEVISKIA; ANDREW LEVISKIA and wife, ALISSA LEVISKIA, and JESSICA LEVISKIA, Unmarried.

WITNESSETH:

THAT, WHEREAS, in the first item in the Last Will and Testament of James S. Sitton which is filed in the office of the Clerk of Superior Court for Transylvania County in File 12-E-234, the Testator stated "I do hereby give all my estate to be sold and divided four ways: Teresa Barton, Nathaniel Leirskia, Andrew Leirskia and Jessica Leirskia"; and

WHEREAS, the devisees named in said Will: Teresa Barton, the daughter of James S. Sitton, and his grandchildren, Nathaniel Leviskia (who is incorrectly referred to in said Will as being Nathaniel Leirskia), Andrew Leviskia (who is incorrectly referred to in said Will as being Andrew Leirskia) and Jessica Leviskia (who is incorrectly referred to in said Will as being Jessica Leirskia) do not wish to sell any of the assets devised to them under the terms of said Will at this time and have agreed to enter into this Agreement for the purpose of clarifying how the three (3) tracts of land, motor vehicle, household furniture, furnishings and other personal effects which constitute all of the property devised to them under the terms of said Will shall be divided and owned.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. That at the time of his death James S. Sitton owned the following tracts of land:

A. Being all the same tract of land described in a deed from Artemus W. Owen and wife, Josephine Owen, to James Sebrin Sitton, dated July 16, 1975, and recorded in Book 213, page 204, Records of Deeds for Transylvania County.

B. Being all the same tract of land described in a deed from Calvin C. Raxter and wife, Beulah D. Raxter, to James S. Sitton, dated August 28, 1979, and recorded in Book 238, page 545, Records of Deeds for Transylvania County.

C. Being all of the same tract of land described in a deed from Josephine Y. Owen (Widow) to James S. Sitton, dated March 25, 1996, and recorded in Book 400, page 461, Records of Deeds for Transylvania County.

2. That at the time of his death James S. Sitton also owned a motor vehicle worth \$4,300.00 and household furniture, furnishings and other personal effects.
3. That Teresa Barton, Nathaniel Leviskia and Andrew Leviskia shall each own an undivided 27.39% interest in all of the land described in said deeds as tenants in common and Jessica Leviskia shall own an undivided 17.83% interest in said land as a tenant in common.
4. That Jessica Leviskia shall own the motor vehicle owned by James S. Sitton at the time of his death.
5. That Teresa Barton, Nathaniel Leviskia, Andrew Leviskia and Jessica Leviskia shall each own an undivided 25% interest in all of the household furniture, furnishings and other personal effects owned by James S. Sitton at the time of his death.
6. Each of the parties to this Agreement hereby quitclaims to Teresa Barton, Nathaniel Leviskia and Andrew Leviskia an undivided 27.39% interest each as tenants in common in the three (3) tracts of land described in the deeds recorded in Book 213, page 204; Book 238, page 545; and Book 400, page 461, Records of Deeds for Transylvania County, and an undivided 17.83% interest in said tracts of land to Jessica Leviskia and also convey to Jessica Leviskia all of their right, title and interest in and to the motor vehicle owned by James S. Sitton at the time of his death.
7. Henry Barton, Sharon Leviskia and Alissa Leviskia hereby waive, release and quitclaim forever unto to their respective spouses, Teresa Barton, Nathaniel Leviskia and Andrew Leviskia, all of their right, title and interest in and to the three tracts of land described in the deeds recorded in Book 213, page 204; Book 238, page 545, and Book 400, page 461, hereinabove referred to as it is their express intention that such land and all improvements located thereon shall be considered the separate property of their spouses, and not marital property as the same is defined in N.C.G.S. 29-14 and N.C.G.S. 50-20, and that they are executing this agreement for the specific purpose of releasing and transferring unto their respective spouses all right, title and interest in and to said land which they may have by virtue of being married to their said spouses or might hereafter otherwise have acquired pursuant to N.C.G.S. 29-14, and N.C.G.S. 50-20(b) (1) and further agree that their respective spouses may hold, possess, encumber, dispose of and convey said property as though unmarried and free of the consent, joinder or interference of the said Henry Barton, Sharon Leviskia and Alissa Leviskia.

8. Henry Barton, Sharon Leviskia and Alissa Leviskia hereby confirm receipt of a good and valuable consideration in exchange for this Agreement, and all of the parties hereto acknowledge that this Agreement shall survive the death or dissolution of marriage and shall be forever binding on themselves, their heirs and assigns.

9. The spouses of each of the beneficiaries named in the Last Will and Testament of James S. Sitton agree to execute any documents necessary to preserve and give full effect to the terms of this Agreement.

10. This Agreement shall be construed pursuant to the laws and rules of construction of the State of North Carolina.

11. This Agreement shall be recorded in the office of the Register of Deeds for Transylvania County, North Carolina, and a copy thereof shall be filed in the office of the Clerk of Superior Court for Transylvania County.

IN WITNESS WHEREOF, the parties to this agreement, each of whose signatures appears either below or on one of the three signature pages which are attached hereto and incorporated herein by reference, have hereunto set their hands and seals as of the day and year first above written.

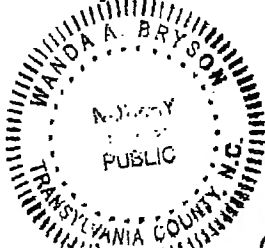
 (SEAL)
TERESA BARTON


 (SEAL)
HENRY BARTON

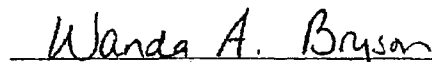
STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: TERESA BARTON and husband, HENRY BARTON.

WITNESS my hand and Notarial Seal, this the 14th day of February, 2013.



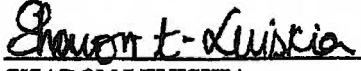

Signature of Notary Public


Printed or typed name of Notary Public

My commission expires: 9-29-13

SIGNATURE PAGE TO FAMILY SETTLEMENT AGREEMENT OF THE
DEVISEES UNDER THE LAST WILL AND TESTAMENT OF JAMES S. SITTON

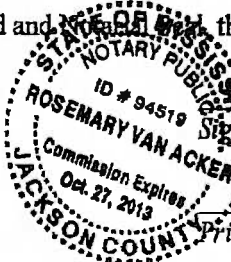
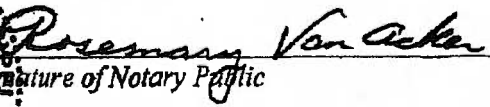
 (SEAL)
NATHANIEL LEVISKIA

 (SEAL)
SHARON LEVISKIA

STATE OF MISSISSIPPI
COUNTY OF JACKSON

I, a Notary Public of said State and County, do hereby certify that the following person(s)
personally appeared before me this day, each acknowledging to me that he or she voluntarily
signed the foregoing document for the purpose stated therein and in the capacity indicated:
NATHANIEL LEVISKIA and wife, SHARON LEVISKIA.


WITNESS my hand and Notary Seal, this the 20th day of February, 2013.



Signature of Notary Public
ROSEMARY VAN ACKER
Printed or typed name of Notary Public

My commission expires: 10-27-13

**SIGNATURE PAGE TO FAMILY SETTLEMENT AGREEMENT OF THE
DEVISEES UNDER THE LAST WILL AND TESTAMENT OF JAMES S. SITTON**

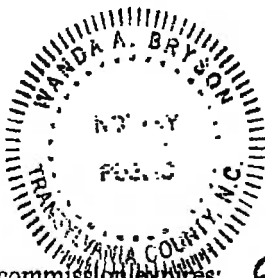
 (SEAL)
ANDREW LEVISKIA

 (SEAL)
ALISSA LEVISKIA

**STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA**

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ANDREW LEVISKIA and wife, ALISSA LEVISKIA.

WITNESS my hand and Notarial Seal, this the 15th day of February, 2013.




Signature of Notary Public

Wanda A Bryson
Printed or typed name of Notary Public

My commission expires: 9-29-13

**SIGNATURE PAGE TO FAMILY SETTLEMENT AGREEMENT OF THE
DEVISEES UNDER THE LAST WILL AND TESTAMENT OF JAMES S. SITTON**

Jessica Leviskia (SEAL)
JESSICA LEVISKIA

STATE OF FLORIDA
COUNTY OF Alachua

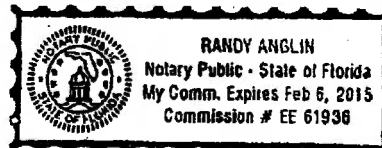
I, a Notary Public of said State and County, do hereby certify that the following person(s)
personally appeared before me this day, each acknowledging to me that he or she voluntarily
signed the foregoing document for the purpose stated therein and in the capacity indicated:
JESSICA LEVISKIA, Unmarried.

WITNESS my hand and Notarial Seal, this the 26th day of February, 2013.

[Signature]
Signature of Notary Public

Randy Anglin
Printed or typed name of Notary Public

My commission expires: 02/06/2015



VII.

COMMON

INSTRUMENTS

AFFIDAVITS

AFFIDAVIT OF HEIRSHIP

An affidavit is a written declaration made under oath before a notary public or other authorized official. Logically, the only party to an affidavit is the person making the declaration. The name of the affiant should be placed on the grantor index.

Minimum Indexing Procedure:

The following sample instrument is an Affidavit of Heirship. The affiant, Peggy Davis, must be indexed as a grantor.

Grantor:

DAVIS PEGGY

Grantee:

NONE

Optional Indexing Procedure:

In addition to indexing the name of the affiant, other names listed in the affidavit may be indexed as Grantors. This procedure may be advantageous to researchers in certain cases.

Grantors:

DAVIS PEGGY

HARRIS BESSIE NELSON

DRUMGOLD VERTIS S.

HARRIS BRUCE T.

HARRIS JANET R.

RICHMOND BRENDA H.

HARRIS JERRY D.

HARRIS RODNEY

FILED FOR RECORD

233 762

Jan 19 11 09 AM '94

AFFIDAVIT OF HEIRSHIP

STATE OF NORTH CAROLINA
COUNTY OF Person

AMANDA W. GARRETT
REGISTER OF DEEDS
PERSON COUNTY, NC

THIS DAY, PERSONALLY APPEARED Peggy Davis,
WHO BEING BY ME FIRST DULY SWORN, DEPOSES AND STATES:

1. That I have personal knowledge of the matters and things herein contained.
2. That Bessie Nelson Harris died on 8/3/89
in Person County, State of NORTH Carolina.
3. That Vertis S. Dringold; Bruce T. Harris; Janet R. Harris; Brenda H. Richmond; Jerry D. Harris & Rodney Harris (deceased) (is/are) the only surviving heir(s) at law.
4. That I knew the decedent, Bessie Nelson Harris for
17 years or more.

FURTHER, the Affiant saith naught.

Berta Davis
WITNESS

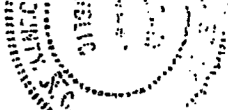
Peggy Davis
AFFIANT

Hein Kelly
WITNESS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, FRANK STITT, A NOTARY PUBLIC FOR SAID COUNTY AND
STATE, DO HEREBY CERTIFY THAT JESSIE L. BOWEN
PERSONALLY APPEARED BEFORE ME, AND BEING DULY SWORN, STATED THAT IN HIS PRESENCE,
BERTA DAVIS & PEGGY DAVIS SIGNED THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 23rd DAY OF DEC 1993



MY COMMISSION EXPIRES:

Frank Stitt
NOTARY PUBLIC

ASSIGNMENT OF
ONE SPECIFIC
DEED OF TRUST
AND
THREE SEPARATE
ASSIGNMENTS
IN ONE
DOCUMENT

SINGLE ASSIGNMENT

An Assignment now falls under G.S. 161-14.1 for indexing subsequent instruments. The assignor is indexed as grantor. The original debtors are indexed as grantors as they are named in the assignment. The assignee is indexed as grantee. The original beneficial and trustee are indexed as grantees as they are named in the assignment.

Example #1:

Grantors:

LAKEY MARC A. (original debtor)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (assignor)

MORTGAGESOUTH FINANCIAL SERVICES, INC. (assignor)

Grantees:

ANDERSON JOAN H. TR (trustee)

MORTGAGESOUTH FINANCIAL SERVICES, INC. (original beneficiary)

NATIONSTAR MORTGAGE LLC (assignee)

THREE ASSIGNMENTS IN ONE DOCUMENT

The title of the following document reads “Assignment of Deeds of Trust”, but the document actually contains three separate assignments. Each assignment has different legal consequences and has been properly executed and acknowledged. G.S. 161-10(a)(1) states that when a document is presented that consists of multiple instruments the fee shall be ten dollars (\$10.00) for each additional instrument. This document clearly meets the criteria for charging the multiple instrument fee. The standard recording fee applies to the first assignment. An extra ten dollar (\$10.00) recording fee should be assessed for each additional assignment. This instrument is a subsequent instrument and must be indexed in accordance with G.S. 161-14.1.

THE ASSIGNMENTS SHOULD BE INDEXED AS SEPARATE INSTRUMENTS.

First Assignment *

Grantors:

Grantees:

JIM WALTER HOMES, INC. (assignor) MID-HOMES, INC. (assignee)
MCLEOD GRADY C (original debtor)
MCLEOD DEBRA J (original debtor)

*may be indexed as Book 369, Page 326 or by instrument # if your system issues same

Second Assignment *

Grantors:

Grantees:

MID-STATE HOMES, INC. (assignor) MID-STATE TRUST V (assignee)
MCLEOD DEBRA J (original debtor)
MCLEOD GRADY C (original debtor)

*may be indexed as Book 369, Page 327 or by instrument # if your system issues same

Third Assignment *

Grantors:

Grantees:

MID-STATE TRUST V (assignor) FIRST UNION NATIONAL BANK OF
FLORIDA (assignee)
MCLEOD GRADY C (original debtor)
MCLEOD DEBRA J (original debtor)
WILMINGTON TRUST COMPANY TR (assignor)

*may be indexed as Book 369, Page 328 or by instrument # if your system issues same

NOTE: Each index entry must contain a reference to the recording data of the previously recorded instrument if provided. The original book and page number appears in the description column or field. VII – 2 - B

1

FILED in PERSON County, NC
on Feb 14, 2013 at 01:42:09 PM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
Book 831 Page 3

NK

Mortgage Electronic Registration Systems, Inc. Phone # 888-679-6377
Mortgage Electronic Registration Systems, Inc. MIN # 100168280705070013
Mortgage Electronic Registration Systems, Inc. Address: P.O. Box 2026 Flint, Michigan 48501-2026

Drawn by and mail to:

Shapiro & Ingle, L.L.P.
10130 Perimeter Parkway
Suite 400
Charlotte, NC 28216

12035714

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION OF the sum of (\$10.00), cash in hand paid and other valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned Mortgage Electronic Registration Systems, Inc as Nominee for MortgageSouth Financial Services, Inc. its successors and assigns does hereby sell, convey and assign to Nationstar Mortgage LLC., that certain deed of trust, in the original principal amount of \$199,500.00, signed by Marc A. Lakey, to Joan H. Anderson, Trustee, in favor of MortgageSouth Financial Services, Inc., of even date and recorded in Book 636 at Page 459, Register of Deeds of Person County State of North Carolina. The deed of trust was given to secure the repayment of the note.

IN WITNESS WHEREOF, the parties of the first part do hereunto set their hands this the 8 day of February 2013

Mortgage Electronic Registration Systems, Inc as Nominee for MortgageSouth Financial Services, Inc. its successors and assigns

BY: Brady Niehaus

Brady Niehaus

TITLE: Assistant Secretary

STATE OF Texas
COUNTY OF Denton

Brady Niehaus

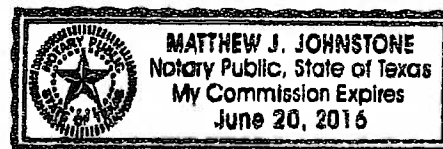
I, Matthew J. Johnstone, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is _____, being authorized to do so, executed the foregoing on behalf of the corporation.

Assistant Secretary

Witness my hand and official stamp or seal, this 8 day of Feb 2013

MJ
Notary Public

My Commission Expires: 6/20/16



Document shows proof /acknowledgement before
officer authorized to take proof /acknowledgement;
acknowledgement includes officer's signature,
commission expiration date, official seal, if required.

Amanda W. Garrett
Amanda W. Garrett, Person County Register of Deeds

VII - 2 - C

THIS INSTRUMENT PREPARED BY:
Thomas E. Portsmouth, Esquire
1500 N. Dale Mabry Highway
Tampa, Florida 33607

11 2 01589 01590
AFTER RECORDING RETURN TO:
B.L. Hook, Vice President
Mid-State Homes, Inc.
1500 North Dale Mabry Highway
Tampa, Florida 33607

NORTH CAROLINA

ASSIGNMENT OF DEEDS OF TRUST

- (1) Jim Walter Homes, Inc. to Mid-State Homes, Inc.
- (2) Mid-State Homes, Inc. to Mid-State Trust V, a business trust
- (3) Mid-State Trust V, a business trust, to First Union National Bank of Florida, as Collateral Agent

- (1) Jim Walter Homes, Inc. to Mid-State Homes, Inc.

FOR VALUE RECEIVED, the undersigned, Jim Walter Homes, Inc. ("Assignor"), a Florida corporation, with an address of 1500 North Dale Mabry Highway, Tampa, Florida 33607, does grant, bargain, sell, assign, transfer and set over unto Mid-State Homes, Inc. ("Assignee"), a Florida corporation having an address of 1500 North Dale Mabry Highway, Tampa, Florida 33607, its successors and assigns, those certain deeds of trust ("Deeds of Trust"), together with the debts thereby secured, the notes therein described, and all interest of the undersigned in and to the lands and property conveyed by said Deeds of Trust which appear of record in the Office of the Register of Deeds of Scotland County, North Carolina, and all of which are more fully described in the document marked Exhibit A, attached hereto, incorporated herein and made a part hereof.

TO HAVE AND TO HOLD unto the said Assignee, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the undersigned, Assignor, has caused these presents to be executed by causing its corporate name to be signed and its corporate seal affixed hereto by H.R. Clarkson as its Vice President and by causing S.L. Russell as its Secretary to attest the seal, both of said officers being thereunto duly authorized, all as of this 12th day of April, 1995.

JIM WALTER HOMES, INC.

By: H.R. Clarkson
Name: H.R. Clarkson
Title: Vice President

(Corporate Seal)

ATTEST:

By: S.L. Russell
Name: S.L. Russell
Title: Secretary

Assign-VJNC, Page 1 of 4 Pages

BOOK 369 PAGE 326

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, a Notary Public of the County and State aforesaid, certify that S.L. Russell personally appeared before me this day and acknowledged that she is Secretary of Jim Walter Homes, Inc., a Florida corporation and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this 12th day of April, 1995.

My Commission Expires



OFFICIAL SEAL
SALLY A. LEON
My Commission Expires
Sept. 18, 1998
Comm. No. CC 223306

Sally A. Leon
Notary Public

(2) Mid-State Homes, Inc. to Mid-State Trust V, a business trust

FOR VALUE RECEIVED, the undersigned, Mid-State Homes, Inc. ("Assignor"), a Florida corporation, with an address of 1500 North Dale Mabry Highway, Tampa, Florida 33607, does grant, bargain, sell, assign, transfer and set over unto Mid-State Trust V ("Assignee"), a business trust created under the laws of Delaware pursuant to a Trust Agreement dated as of February 27, 1995, and having an address of c/o Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890, its successors and assigns, those certain deeds of trust ("Deeds of Trust"), together with the debts thereby secured, the notes therein described, and all interest of the undersigned in and to the lands and property conveyed by said Deeds of Trust which appear of record in the Office of the Register of Deeds of Scotland County, North Carolina, and all of which are more fully described in the document marked Exhibit A, attached hereto, incorporated herein and made a part hereof.

TO HAVE AND TO HOLD unto the said Assignee, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the undersigned, Assignor, has caused these presents to be executed by causing its corporate name to be signed and its corporate seal affixed hereto by B. L. Hook as its Vice President and by causing Bonnie Doyne as its Assistant Secretary to attest the seal, both of said officers being thereunto duly authorized, all as of this 12th day of April, 1995.

MID-STATE HOMES, INC.

By: *B. L. Hook*
Name: B. L. Hook
Title: Vice President

(Corporate Seal)

ATTEST:

By: *Bonnie Doyne*
Name: Bonnie Doyne
Title: Assistant Secretary


Amended V.P.C. Page 3 of 4 Pages

BOOK 369 PAGE 327

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, a Notary Public of the County and State aforesaid, certify that Bonnie Doyna personally appeared before me this day and acknowledged that he/she is Assistant Secretary of Mid-State Homes, Inc., a Florida corporation and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him/her as its Assistant Secretary.

Witness my hand and official stamp or seal, this 12th day of April, 1995.


By Commission Expires  OFFICIAL SEAL
PATTI L. SCHMITT
My Commission Expires Feb. 7, 1997
Comm. No. CC 254324
Notary Public

- (3) Mid-State Trust V; a business trust, to First Union National Bank of Florida, as Collateral Agent

FOR VALUE RECEIVED, the undersigned, Mid-State Trust V (hereinafter referred to as the "Trust" or the "Assignor"), a business trust created under the laws of Delaware pursuant to a Trust Agreement dated as of February 27, 1995, whose address is c/o Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890, does grant, bargain, sell, assign, transfer and set over unto First Union National Bank of Florida, with corporate trust offices at 200 South Biscayne Boulevard, Miami, Florida 33131, its successors and assigns, as Collateral Agent under a Variable Funding Loan Agreement dated as of March 3, 1995, (the "Loan Agreement") and does mortgage and grant a security interest in those certain deeds of trust ("Deeds of Trust"), together with the debts thereby secured, the notes therein described, and all of the interest of the undersigned in and to the lands and property conveyed by said Deeds of Trust which appear of record in the Office of the Register of Deeds of Scotland County, North Carolina, and are more fully described in the document marked Exhibit A, attached hereto, incorporated herein and made a part hereof.

THIS ASSIGNMENT IS A COLLATERAL ASSIGNMENT IN TRUST to said First Union National Bank of Florida, as Collateral Agent under the Loan Agreement. Copies of the Loan Agreement will be available at the corporate trust offices of First Union National Bank of Florida.

IN WITNESS WHEREOF, the undersigned Assignor, acting by and through Wilmington Trust Company (the "Owner Trustee"), a Delaware banking corporation, not in its individual capacity but solely as trustee of the Trust, has caused these presents to be executed and sealed by the duly authorized officers of the Owner Trustee, as of this 12th day of April, 1995.


(Corporate Seal)

By: 
Name: Ann E. Roberts
Title: Assistant Secretary

Assignor V.M.C. Page 3 of 4 Pages

MID-STATE TRUST V

By: WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee of
Mid-State Trust V

By: 
Name: Bruce L. Bissen
Title: Vice President

BOOK 369 PAGE 328

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, a Notary Public of the County and State aforesaid, cert. that Ann E. Roberts personally appeared before me this day and acknowledged that she is Assistant Secretary of Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee for Mid-State Trust V, a business trust, and that by authority duly given and as the act of the corporation acting as trustee of the aforesaid trust, the foregoing instrument was signed in the name of said corporation on behalf of said trust by its Vice President, sealed with its corporate seal, and attested by Ann E. Roberts, its Assistant Secretary.

Witness my hand and official stamp or seal, this 12th day of April, 1995.

Sally A. Leon
Notary Public

My Commission Expires: 9-19-96



OFFICIAL SEAL
SALLY A. LEON
My Commission Expires
Sept. 19, 1996
Comm. No. CG 223308

BOOK FILED
PAGE PAGE
APR 28 10 55 AM '95
JANE F. ALLEN
REGISTER OF DEEDS
HILLSBOROUGH COUNTY, FLA.

Amigo V.M.L. Page 4 of 6 Pages

BOOK 369 PAGE 329

DECLARATIONS

**DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS,
AND RESTRICTIONS**

Declarations are indexed in the grantor index under the names of the parties making the declaration. The name of the development, subdivision, complex, etc. is also indexed in the grantor index, if it is shown in the declaration. **(See note – cross-index the name of the development, subdivision, association, or planned community.)**

On the following example:

Grantors:

MCINTOSH DAVID

MCINTOSH PATRICIA

SEVEN PINES TOWNHOMES

Grantees:

SEVEN PINES TOWNHOMES

***NOTE: The name of the planned community, subdivision, complex, and/or association shall be indexed as both grantors and grantees.**

STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND
RESTRICTIONS

COUNTY OF YANCEY

DATE: 28 OCTOBER, 1993

THIS DECLARATION, made and executed this the 28th day of October, 1993 by DAVID McINTOSH and wife, PATRICIA McINTOSH, herein referred to as "Declarant", thus;

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property in the Town of Burnsville, Burnsville Township, Yancey County, North Carolina, and being more particularly described on a map and plat by Miller and Associates, dated 15 February, 1990, depicting Units 1-G, 1-H, 1-I, and 1-J, and revised 1 October, 1993 to show the addition of Unit 1-K, said revised map and plat having been recorded in the Yancey County Deed Registry on 28 October, 1993, appearing of record at Plat Book 1, Page 418; and

WHEREAS, Declarants have created a residential development of townhomes known as Seven Pines Townhomes, with certain portions thereof designated as common areas and facilities for the common benefit, use and enjoyment of the residents of Seven Pines Townhomes; and

WHEREAS, Declarants desire to insure the attractiveness of Seven Pines Townhomes and to provide for the maintenance of common areas and facilities as it is developed until after its final completion; and

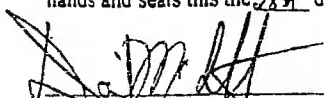
WHEREAS, Declarants intend to accomplish these goals and realize these desires by the creation of a plan of development and by the creation of a corporate entity known as Seven Pines Homeowner's Association, Inc., and by the conveyance of common areas and common open space to be hereinafter described to the said Association; and

WHEREAS, Declarants have imposed the covenants, conditions, and restrictions hereinafter set forth on adjoining properties dedicated to said common scheme of development.

NOW, THEREFORE, Declarants hereby declare that all of the property shown and described on the aforesaid revised map and plat of record in the Yancey County Deed Registry at Plat Book 1, Page 418, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the association, the declarant, and each owner thereof to the extent of their respective interest.

THE DECLARANTS hereby adopt and incorporate Articles One through Eleven, inclusively- of that certain Declaration of Covenants, Easements, Conditions and Restrictions, dated 28 May, 1987, appearing of record in the Yancey County Deed Registry at Deed Book 207, Page 775, and imposes said Declaration on Unit 1-K of Seven Pines Townhomes, appearing on the above referenced map and plat of record in the Yancey County Deed Registry at Plat Book 1, Page 418.

IN WITNESS WHEREOF, the undersigned Declarants have hereunto set their hands and seals this the 28th day of October, 1993.


DAVID McINTOSH

(SEAL)


PATRICIA McINTOSH

(SEAL)

POWER OF

ATTORNEY

&

POWER OF

ATTORNEY WITH

ALTERNATE

POWER OF ATTORNEY

A power of attorney is indexed in the grantor index in the names of the parties granting power of attorney. The grantees are the parties assuming the authority.

On the example that follows:

Grantors:

Grantee:

WELLS FARGO BANK, N.A. TR

CARRINGTON MORTGAGE SERVICES LLC

CARRINGTON MORTGAGE LOAN TRUST, SERIES 2006-NC1 ASSET-BACKED

PASS-THROUGH CERTIFICATES

STANWICH ASSET ACCEPTANCE COMPANY L.L.C.

CARRINGTON MORTGAGE SERVICES LLC

NEW CENTURY MORTGAGE CORPORATION

POWER OF ATTORNEY / ALTERNATE AIF

The first paragraph of the following Power of Attorney designates the attorney-in-fact. This instrument also names an alternate attorney-in-fact on the signature page. The register of deeds is required to index the name of the person named in the first paragraph as a grantee. The register is **not** required to index the alternate attorney-in-fact. Although it is **not** required the register of deeds **may** also index the name of the alternate attorney-in-fact as an additional grantee.

On the following example:

Grantor:

Grantees:

MARTIN HUEL MADISON

PAUL WILLIAM THOMAS

SELLARS KAREN L. (alternate)

***NOTE: This example illustrates the point that indexers can not reasonably be required to read every word of each instrument. In this case, the language designating the alternate AIF appears in the next to last paragraph on the signature page. The standard procedure for identifying indexed parties is to read the paragraphs at the beginning of the instrument where the parties are named and to examine the signature page.**

Prepared by Katherine Witt

LIMITED POWER OF ATTORNEY

Wells Fargo Bank, N.A., solely in its capacity as trustee (the "Trustee") under that certain Pooling and Servicing Agreement dated February 1, 2006, relating to Carrington Mortgage Loan Trust, Series 2006-NC1 Asset-Backed Pass-Through Certificates (the "Agreement") by and among Stanwich Asset Acceptance Company L.L.C. as depositor (the "Depositor"), and Carrington Mortgage Services LLC, as successor in interest to New Century Mortgage Corporation, as servicer (the "Servicer") and the Trustee hereby constitutes and appoints:

CARRINGTON MORTGAGE SERVICES LLC

solely in its capacity as servicer to the Agreement, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with authority and power in the place and stead of the Trustee and in the name of the Trustee or in its own name from time to time in the Servicer's discretion, for the purpose of servicing mortgage loans, to take any and all appropriate action and to execute any and all of the following documents and instruments which may be necessary or appropriate to accomplish the purposes of servicing mortgage loans to the extent consistent with the terms and conditions of the Agreement:

- (i) all documents with respect to residential mortgage loans serviced for the Trustee by the Servicer which are customarily and reasonably necessary and appropriate to the satisfaction, cancellation, or partial or full release of mortgages, deeds of trust or deeds to secure debt upon payment and discharge of all sums secured thereby; (ii) instruments appointing one or more substitute trustee to act in place of the trustees named in deeds of trust; (iii) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to effect any sale, transfer or disposition of real property acquired through foreclosure or otherwise; and (iv) all other comparable instruments.

This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until revoked in writing by the Trustee or the termination of the Agreement, whichever is earlier.

Dated: January 31, 2011

Attest:

By: Alex Humphries
Its: Assistant Secretary

Unofficial Witnesses:

Amy Martin

Wells Fargo Bank, N.A.,
as Trustee under the Agreement

By: William Fay, Jr.
Its: Vice President

Melissa Hughes

STATE OF MARYLAND
COUNTY OF BALTIMORE

ss:

On the 31st day of January, 2011 before me, a Notary Public in and for said State, personally appeared William Fay, Jr., known to me to be Vice President of Wells Fargo Bank, N.A., and also known to me to be the person who executed this Power of Attorney on behalf of said bank, and acknowledged to me that such bank executed this Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,

Colleen Perry
Notary Public
Baltimore County
Maryland
My Commission Expires 8-21-2012

Colleen Perry, Notary Public
Commission expires 8/21/2012

Document shows proof /acknowledgement before
officer authorized to take proof /acknowledgement;
acknowledgement includes officer's signature,
commission expiration date, official seal, if required.

Amanda W. Garrett, Person County Register of Deeds

FILED in PERSON County, NC
on Jun 28, 2011 at 10:41:37 AM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
Book 779 Page 70

(9) To make any contracts on my behalf with respect to any property owned by me and with respect to my care and upkeep, including the employment of a nurse or nurses, physicians, or any other person whose service should be needed for my care and upkeep.

(10) To make any contracts with respect to my care and treatment at any hospital, nursing home, or institution whose services are needed, in the opinion of my said Attorney-in-Fact, for my proper care, maintenance, and treatment.

(11) To pay and settle any and all claims or debts which may be due and owing to me at the time.

(12) To enter into leases on any property owned by me or for any property to be leased by me, including an apartment, rooming accommodations, or nursing home accommodations.

(13) To borrow in my behalf and in my name any funds needed by me and to pledge for the payment thereof any stocks, bonds, or securities or other property owned by me.

(14) To purchase medicine, clothes, food, or other supplies for my benefit.

(15) To provide medical, dental, and surgical care, hospitalization and custodial care for my benefit.

(16) To make gifts to charities, individuals other than the Attorney-in-Fact, and the herein named Attorney-In-Fact.

And, in general, the said **WILLIAM THOMAS PAUL** as my Attorney-in-Fact, is given full power and authority to do and to perform all and every act or thing whatsoever requisite or necessary to be done for my upkeep, care and maintenance and for the management of any property owned by me, as fully to all intents and purposes as I might or could do if personally present, and I hereby ratify and confirm all things that said fiduciary as my Attorney-in-Fact, shall lawfully do or cause to be done by virtue thereof, it being my intent and purpose to confer upon my said Attorney-in-Fact the broadest possible powers to be used and exercised in the unlimited discretion of my Attorney-in-Fact for my use and benefit.

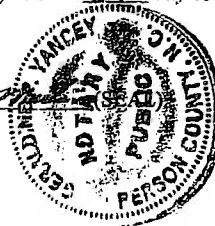
The powers herein granted shall be deemed continuing and relate as fully to any property which I may hereafter acquire as to any property which I may now own, and the powers herein conferred may be exercised repeatedly.

The appointment herein of **WILLIAM THOMAS PAUL** as my fiduciary is so done with the express stipulation that if he be not living at the time of execution of this document, or refuses to act or for any reason may be unable to act hereunder, or predeceases me after undertaking the obligation and powers herein conferred, then and in any one of said events, I direct that my granddaughter, Karen L. Sellars, of Person County, serve as Attorney hereunder in his stead.

This power of attorney is executed pursuant to the General Statutes of the State of North Carolina, Section 32A-2 and it is my intention that this Power of Attorney shall continue in effect, notwithstanding my incapacity or incompetence; and my Attorney-in-Fact shall keep full and accurate records of all transactions for me as my agent and of all my property and the disposition thereof, and upon stated request, shall render to me, if competent, or to my nearest living relative, if I shall be incompetent or incapacitated, substantiated inventories and accounts of all transactions of my Attorney-in-Fact done in my behalf; and to the extent that I am able to do so, I hereby relieve my Attorney-in-Fact of the responsibility and duty of filing any reports with any court.

IN WITNESS WHEREOF, I have executed the foregoing Power of Attorney this the 21st day of December, 2012.

Huel Madison Martin
HUEL MADISON MARTIN



REVOCATION OF
POWER OF
ATTORNEY
And
ACCEPTANCE OF NOTICE
OF REVOCATION
(POWER OF ATTORNEY)

REVOCATION OF POWER OF ATTORNEY

A revocation of Power of Attorney now falls under G.S. 161-14.1 for indexing subsequent instruments.

On the attached example:

Grantor:

ADCOCK CHARLES GARY

Grantee:

ADCOCK MARGIE L.

ACCEPTANCE OF NOTICE OF REVOCATION

(Power of Attorney)

In the following instrument an attorney-in-fact is acknowledging acceptance of the notice of revocation of the power of attorney. The instrument names the party who granted the power of attorney and refers to the book and page number of the original instrument. The parties to the original instrument should be indexed in their original capacities. This instrument is a subsequent instrument and must be indexed in accordance with G.S. 161-14.1.

Grantors:

DUNCAN RUTH D. (original party who executed POA)

DUNCAN JAMES O. (signatory of subsequent instrument)

Grantee:

DUNCAN JAMES O. (original grantee in original POA)

NOTE (for both instruments): Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

PREPARED BY: ALAN S. HICKS, ATTORNEY AT LAW

REVOCATION OF POWER OF ATTORNEY

FILED in PERSON County, NC
on Mar 08, 2012 at 04:05:18 PM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
Book 799 Page 327

NORTH CAROLINA
PERSON COUNTY

KNOW ALL PERSONS BY THESE PRESENTS that I, Charles Gary Adcock, of the County of Person, State of North Carolina, do hereby revoke, cancel, terminate, and void, for each and every purpose whatsoever, that certain general power of attorney granted by me unto Margie L. Adcock, of Person County, North Carolina, which power of attorney is dated the 18th day of November, 1993, and was recorded on the 19th day of November, 1993, in Deed Book 232, at Page 259, Person County Registry.

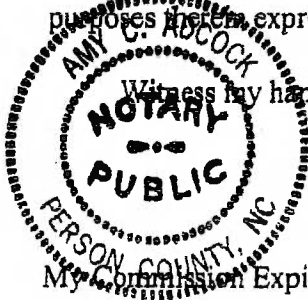
IN TESTIMONY WHEREOF, I, the said Charles Gary Adcock, have hereunto set my hand and seal, this the 29th day of June, 1999.

Charles Gary Adcock (SEAL)
Charles Gary Adcock

NORTH CAROLINA
PERSON COUNTY

I, Amy C. Adcock, a Notary Public of the aforesaid State and County, do hereby certify that Charles Gary Adcock did personally appear before me this date and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 29th day of June, 1999.



Amy C. Adcock
Notary Public

Charles Gary Adcock/Revocation of Power of Attorney

Document shows proof /acknowledgement before
officer authorized to take proof /acknowledgement;
acknowledgement includes officer's signature,
commission expiration date, official seal, if required.

Amanda W. Garrett, Person County Register of Deeds

FILED FOR RECORD

244 371

HAN 28 3 35 PM '95

ACCEPTANCE OF NOTICE OF REVOCATION

AMANDA W. GARRETT
REGISTER OF DEEDS
PERSON COUNTY, NC

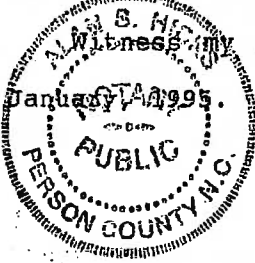
I, James O. Duncan, Attorney-in-Fact named in the
Attorney executed by Ruth D. Duncan, dated the 13th day of
December, 1988, and recorded in Deed Book 207, Page 308, Person
County Registry, do hereby acknowledge Acceptance of Notice of
Revocation of said Power of Attorney.

This the 31st day of January, 1995.

James O. Duncan (SEAL)
James O. Duncan

NORTH CAROLINA
PERSON COUNTY

I, Alan S. Hicks, a Notary Public of the
aforesaid State and County, do hereby certify that James O. Duncan
personally appeared before me this date and duly acknowledged the
execution of the foregoing instrument.



Witness my hand and notarial seal, this 31st day of

Alan S. Hicks
Notary Public

My Commission Expires: 7-16-96

RIGHT OF WAY

RIGHT OF WAY

Right of ways are indexed in the grantor index under the names of the parties granting the right of way and in the grantee in the name of the grantee. Although the title of the following example is “Right of Way Agreement”, it is indexed as a normal right of way. There is no need to “cross index” this example.

On the example that follows:

Grantors

WHITT CLARA

LATTA BOBBIE JEAN

Grantee

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DRAWN BY:

B. F. Hilton

CHECKED BY:

L. G. Seale

RETURN TO: D. M. Bailey, NCDOT
815 Stadium Drive
Durham, NC 27704

FILED in PERSON County, NC
on Jun 09 1998 at 11:23:20 AM
by: AMANDA H. GARRETT
REGISTER OF DEEDS

RIGHT OF WAY AGREEMENT BOOK 293 PAGE 816

STATE OF NORTH CAROLINA
COUNTY OF Person
TOWNSHIP OF ML Tirzah

PARCEL: 11
PROJECT: 6.382150
SECONDARY ROAD: 1725-Man Oakley Road

Clara Whitt and Bobbie Jean Latta

the undersigned owners of that certain property described in Deed Book 123 at Page 49 in the Register of Deeds Office of Person County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

60 feet in width measured 30 feet on each side of the centerline of the road, said centerline to be located by the Department and the construction or improvement of said road shall constitute the selection of said centerline; and such additional width as might be necessary to provide for cut and fill slopes, sedimentation control and drainage of road.

It is understood and agreed that the 60 foot right of way hereinabove referred to has been staked upon the ground and the centerline of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc. or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and NC Admin. Code 1.19A, r.02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 24 day of

Oct, 1998

Clara Whitt (SEAL)

Clara Whitt

Bobbie Jean Latta (SEAL)

Bobbie Jean Latta

NORTH CAROLINA, Person COUNTY

I, Sammy R. Whitt, a Notary Public of the County and State aforesaid, certify that Clara Whitt and Bobbie Jean Latta personally appeared before me this day and signed the foregoing instrument.

Witness my hand and official stamp or seal, this the 24 day of October, 1998.

My Commission Expires: 3.22.99

Sammy R. Whitt
Notary Public



SUBSTITUTION
OF
TRUSTEE

SUBSTITUTION OF TRUSTEE

A Substitution of Trustee now falls under G.S. 161-14.1 for indexing subsequent instruments. The party who signed the substitution and the original debtors as named in the substitution should be indexed as grantors. The original beneficiary and original trustee should be indexed as grantees as they are named in the substitution instrument. The newly appointed trustee should be indexed as an additional grantee.

On the attached example:

Grantors:

MALDONADO SAMUEL

BANK OF AMERICA, N.A.

HOOKER DEBORAH N. AIF

HUTCHENS, SENTER, KELLAM & PETTIT, P.A. AIF

Grantees:

MCGILL LAW OFFICE TR

SUBSTITUTE TRUSTEE SERVICES, INC. TR

Note: Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

SUBSTITUTION

OF TRUSTEE

(MULTIPLE

DEEDS OF TRUST)

SUBSTITUTION OF TRUSTEE/MULTIPLE DEEDS OF TRUST

A substitution of trustee is an instrument in which a “substitute” trustee is appointed to replace the current trustee of record. The following instrument seeks to amend several previously recorded substitutions and applies to all deeds of trust in which the lender is named as beneficiary. Although apparently this instrument is a subsequent instrument, the instruments it seeks to modify are previously recorded substitutions and not deeds of trust. Centura Bank executed the instrument as beneficiary and should be indexed as a grantor. The substitution also names Peoples Bank and Trust company, Planters National Bank, Planters National Bank and Trust Company as beneficiaries. A previously appointed substitute trustee is being removed and two additional parties are being appointed to serve as substitute trustees. All parties named as beneficiaries may be indexed as grantors and all substitute trustees being removed and being added may be indexed as grantees.

Grantors:

CENTURA BANK

THE PLANTERS NATIONAL BANK AND TRUST COMPANY

PLANTERS NATIONAL BANK

PEOPLES BANK AND TRUST COMPANY

Grantees:

CUSTER SCOTT M. TR

HAWFIELD B. MASON JR. TR

SIMMONS JEFFREY A. TR

HORNE J. FRANK TR

WHITTINGTON PHILLIP T. TR

MOORE RAY C. TR

Note: Each index entry must contain a reference to the recording data of a previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

NORTH CAROLINA

DUPLIN COUNTY

SUBSTITUTION OF TRUSTEE

THIS AGREEMENT, made and entered into this 29th day of March, 1995, by and between CENTURA BANK, a North Carolina banking corporation with a mailing address of Post Office Box 2007, Wilmington, North Carolina 28402 (hereinafter referred to as "Beneficiary") and PHILLIP T. WHITTINGTON and RAY C. MOORE, both of New Hanover County, North Carolina (hereinafter referred to as "Substitute Trustee");

WITNESSETH THAT:

WHEREAS, PEOPLES BANK AND TRUST COMPANY and THE PLANTERS NATIONAL BANK AND TRUST COMPANY (also known as PLANTERS NATIONAL BANK) have merged and changed their names pursuant to the laws of the State of North Carolina, with CENTURA BANK, a North Carolina banking corporation, being the successor in interest to both banks by virtue of the merger; and

WHEREAS, by instrument recorded November 19, 1990 in Book 1047, Page 220, Duplin County Registry, SCOTT M. CUSTER was substituted as Trustee in all deeds of trust executed in favor of PEOPLES BANK AND TRUST COMPANY, THE PLANTERS NATIONAL BANK AND TRUST COMPANY (also known as PLANTERS NATIONAL BANK) and CENTURA BANK; and

WHEREAS, by instrument recorded December 13, 1990 in Book 1048, Page 404, Duplin County Registry, CENTURA BANK, as successor in interest to PEOPLES BANK AND TRUST COMPANY and THE PLANTERS NATIONAL BANK AND TRUST COMPANY, amended the aforesaid Substitution of Trustee so that either SCOTT M. CUSTER or B. MASON HAWFIELD, JR. can act as Substitute Trustee in all such deeds of trust; and

RETURNED TO: FAISON & FLETCHER
136 N. Front Street, Suite 300
→ Wilmington, NC 28401

WHEREAS, by instrument recorded December 13, 1993 in Book 1117 at Page 238, Duplin County Registry, CENTURA BANK, as successor in interest to PEOPLES BANK AND TRUST COMPANY and THE PLANTERS NATIONAL BANK AND TRUST COMPANY, further amended the aforesaid Substitution of Trustee so that either SCOTT M. CUSTER, B. MASON HAWFIELD, JR., JEFFREY A. SIMMONS or J. FRANK HORNE can act as Substitute Trustee in all such deeds of trust; and

WHEREAS, CENTURA BANK, as successor in interest to PEOPLES BANK AND TRUST COMPANY and THE PLANTERS NATIONAL BANK AND TRUST COMPANY, now desires to further amend the aforesaid Substitution of Trustee to delete JEFFREY A. SIMMONS as Substitute Trustee and add PHILLIP T. WHITTINGTON and RAY C. MOORE to act as Substitute Trustee in addition to SCOTT M. CUSTER, B. MASON HAWFIELD, JR. and J. FRANK HORNE in all such deeds of trust.

NOW, THEREFORE, in consideration of the premises, as authorized in the Deeds of Trust executed in favor of either PEOPLES BANK AND TRUST COMPANY or THE PLANTERS NATIONAL BANK AND TRUST COMPANY (also known as PLANTERS NATIONAL BANK), and pursuant to N.C.G.S. Section 45-10(b), of the General Statutes of North Carolina and the amendments thereto, Beneficiary hereby appoints and substitutes SCOTT M. CUSTER, B. MASON HAWFIELD, JR., J. FRANK HORNE, PHILLIP T. WHITTINGTON and RAY C. MOORE as Substitute Trustees in all such deeds of trust in the place and stead and with the titles, rights, powers, duties and estates of the original Trustee and any previously substituted Trustees therein, it being understood that SCOTT M. CUSTER, B. MASON HAWFIELD, JR., J. FRANK HORNE, PHILLIP T. WHITTINGTON or RAY C. MOORE shall have the right, power and authority to act as Substitute Trustee in all such deeds of trust without the joinder of the other Substitute Trustees.

IN WITNESS WHEREOF, Beneficiary has caused these presents to be signed in its name by its duly authorized President or Vice President and attested by its Secretary or Assistant Secretary and its seal to be affixed hereto, the day and year first above written.

CENTURA BANK

BY: Ray C. Moore
Vice President

ATTEST
C. C. Cuthers Hill
Secretary
(AFFIX CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Linda Ann Blythe, a Notary Public of the aforesaid County and State, do hereby certify that C. Cuthers Hill, personally came before me this day and acknowledged that s he is not Secretary of CENTURA BANK, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him self as its not Secretary.

Witness my hand and notarial seal, this 29 day of March, 1995.

Linda Ann Blythe
NOTARY PUBLIC

My Commission Expires: 8-16-98
(AFFIX SEAL)

RESIGNATION OF
SUBSTITUTE
TRUSTEE

RESIGNATION OF SUBSTITUTE TRUSTEE

A Resignation of Substitute Trustee now falls under G.S. 161-14.1 for indexing subsequent instruments.

The resignation of a substitute trustee is a challenging document to index. It is a “subsequent instrument,” and it may be considered “subsequent” to two instruments: (1) the original deed of trust and (2) the instrument by which the substitute trustee was appointed. To avoid trying to make a distinction of this nature the resignation can be indexed as if subsequent to both. That is, for indexing purposes, you include any party mentioned in the resignation as either party to the deed of trust or to the appointment of the substitute trustee, in the capacity in which they appeared in those prior recorded instruments.

Grantors:

ELLS ELIZABETH B. TR

INGLE GRADY I. TR

PARKER WANDELL SR.

PARKER EUNICE

CMG FUNDING CORP.

Grantees:

TOLIN JAMES W. TR

ELLS ELLIZABETH B. TR

INGLE GRADY I. TR

CMG FUNDING CORP.

Note: Each index entry must contain a reference to the recording data of the previously recorded instrument as it is provided in the resignation. The original book and page number appears in the description column or field.



RESIGNATION OF SUBSTITUTE TRUSTEE

DRAWN BY & MAIL TO: SHAPIRO & INGLE, LLP
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216

10-008525

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
PERSON COUNTY

STATE OF NORTH CAROLINA
COUNTY OF PERSON

TAKE NOTICE THAT WHEREAS, Wandell Parker, Sr. and Eunice Parker executed a Deed of Trust to secure an obligation under a Promissory Note in the amount of 48,600.00 Dollars, payable to CMG Funding Corp. and to James. W. Tolin, Trustee for said Payee, said Deed of Trust bearing date May 28, 1998, recorded in the Person County, North Carolina Public Registry in Book 202 at Page 143; and

WHEREAS, Grady I. Ingle or Elizabeth B. Ells (either of which could act) were appointed as Substitute Trustee(s) pursuant to an Appointment of Substitute Trustee recorded October 15, 2010 in book 756 page 817, Person Registry, North Carolina; and

WHEREAS, Grady I. Ingle and Elizabeth B. Ells now desire to resign and do in fact resign as appointed Substitute Trustee(s) under the terms of the aforementioned Deed of Trust.

NOW, THEREFORE, Grady I. Ingle and Elizabeth B. Ells, do hereby remove themselves and resign as Substitute Trustee(s) preserving unto the noteholder the right, power and privilege to appoint a successor Substitute Trustee.

IN WITNESS WHEREOF, Grady I. Ingle and Elizabeth B. Ells, Substitute Trustee(s) has signed this instrument this day of February 10, 2012.

Elizabeth B. Ells
Substitute Trustee

Grady I. Ingle
Substitute Trustee

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Michelle Toney, a Notary Public do hereby certify that Grady I. Ingle and Elizabeth B. Ells, Substitute Trustees, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this February 10, 2012.

Notary Public

MICHELLE TONEY
NOTARY PUBLIC
Mecklenburg County
North Carolina

My Commission Expires March 26, 2013

My Commission Expires: March 26, 2013
(Affix Notarial Seal)

Document shows proof /acknowledgement before
officer authorized to take proof /acknowledgement;
acknowledgement includes officer's signature,
commission expiration date, official seal, if required.

312
Amanda W. Garrett, Person County Register of Deeds

VII - 9 - B

VIII.
UCC /
REAL ESTATE

UCC ORIGINAL

FINANCING

STATEMENTS

**INDEXED IN THE
CONSOLIDATED REAL
PROPERTY INDEX**

Effective Date: July 1, 2001

UCC ORIGINAL FILING

Financing Statement (Fixture Filing, Timber to be Cut, as-Extracted Collateral)

Financing statements that cover fixtures, timber, minerals, etc. must be indexed in the consolidated real property indexes only. Indexing standards apply to UCC filings also. The effective date is July 1, 2001. The debtors and record owners on the UCC form are indexed as grantors, and the secured parties are indexed as grantees.

On the following example #1:

Grantors:

STEWART ANTHONY C.

STEWART PATRICIA A.

Grantees:

PIEDMONT ELECTRIC MEMBERSHIP CORPORATION

NOTE: When there are multiple debtors, record owners or secured parties, all parties must be indexed. Look at UCC Financing Statement Addendum for additional names.

On the following example #2:

Grantors:

CAROLINA COMMONWEALTH FOREST PRODUCTS, L.L.C.

VICKERS LAND COMPANY, LLC (as noted in Section 4)

WRR MANAGEMENT COMPANY, LLC (land owner)

BLUE WING FARMS, L.P. (land owner)

CBR MANAGEMENT COMPANY, LLC (land owner)

ROSE HILL FARMS, L.P. (land owner)

Grantees:

AGCAROLINA FINANCIAL, ACA

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Piedmont EMC
Jay Berry
PO Drawer 1179
Hillsborough, NC 27278

1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME

Stewart

FIRST NAME

Anthony

MIDDLE NAME

C.

SUFFIX

1c. MAILING ADDRESS

1828 Kelly Brewer Rd.

CITY

Leasburg

STATE

NC

POSTAL CODE

27291

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

Do Not Provide

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

Stewart

FIRST NAME

Patricia

MIDDLE NAME

A.

SUFFIX

2c. MAILING ADDRESS

same as above

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

Do Not Provide

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Piedmont Electric Membership Corporation

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

PO Drawer 1179

CITY

Hillsborough

STATE

NC

POSTAL CODE

27278

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

13 - Replacement windows

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (optional) (ADDITIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

Stewart

Anthony

C.

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

Do Not Provide☐ NONE**12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

Record# 20779
Map# A4 178

16. Additional collateral description:

property located at: 1828 Kelly Brewer Rd.
Leasburg, NC15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

FILED in PERSON County, NC
on Jun 22, 2012 at 10:32:22 AM
by: AHANDA W. GARRETT
REGISTER OF DEEDS
Book 808 Page 485

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) AgCarolina Financial, ACA P. O. Box 29 Louisburg NC 27549-0029	

2

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Carolina Commonwealth Forest Products, L.L.C.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS PO Box 785 255 JP Taylor Rd			CITY Henderson	STATE NC	POSTAL CODE 27536
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME AgCarolina Financial, ACA					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P. O. Box 29			CITY Louisburg	STATE NC	POSTAL CODE 27549-0029

4. This FINANCING STATEMENT covers the following collateral:

"All of Debtor's right, title and interest in and to the following property: (i) all timber (the "Timber") conveyed to Debtor under that Timber Deed more particularly described as Timber Deed dated May 18, 2012 by and between Vickers Land Company, LLC Debtor (the "Contract"), growing or to be grown on that certain tract of land located in Granville County, North Carolina, which tract of land is owned by Vickers Land Company, LLC., and more particularly described in Exhibit "A" attached hereto and made a part hereof; and (ii) all products and proceeds of the foregoing."

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

03-09-616938-46-040 WRR Management Company, LLC Tract, Person County, NC

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

D18602UC

VIII - 1 - D

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

BOOK 806 PAGE 486 342228

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT9a. ORGANIZATION'S NAME **Carolina Commonwealth Forest
Products, L.L.C.**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME

MIDDLE NAME

SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

U.S.A.

11d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE**12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

U.S.A.

13. This FINANCING STATEMENT covers ☒ timber to be cut or ☐ as-extracted
collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

See attached Exhibit "A"

15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

See Exhibit "B"

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or
☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured - Home Transaction - effective 30 years
☐ Filed in connection with a Public-Finance Transaction - effective 30 years

UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

D18702UC (0402)

ADDENDUM

The following Addendum is attached to and made a part of that Security Agreement from Carolina Commonwealth Forest Products, L.L.C. to AgCarolina Financial, ACA, dated May, 2012.

All of Debtor's right, title and interest in and to the following property (i) all timber conveyed to Debtor under the Contract (as defined below), growing or to be grown on that certain tract of land located in Person County, North Carolina, which tract of land is owned by WRR Management Company, LLC, Blue Wing Farms, L.P., CBR Management Company, LLC and Rose Hill Farms, L.P., and is more particularly described in Exhibit A and B attached hereto and made a part hereof (the "Timber"); (ii) that certain timber deed more particularly described as timber deed dated May, 2012 by and between WRR Management Company, LLC, Blue Wing Farms, L.P., CBR Management Company, LLC and Rose Hill Farms, L.P., and Debtor (the "Contract"), wherein Debtor has been granted title to and/or the right to cut the Timber, (iii) all Timber cut pursuant to the Contract; and (iv) all products and proceeds of the foregoing.

Exhibit A

Lying and being in Woodsdale Township, Person County, North Carolina, and containing 375.70 acres, more or less, and being a portion of the tract shown and described on a plat of survey of a "Subdivision of a Part of the E. J. Robertson Estate" made by G. R. Strassburgh, Surveyor, dated July, 1949, to which plat reference is made for a more complete and accurate description; LESS AND EXCEPT 2.3 ACRES reserved therefrom in deed dated September 4, 1986, recorded in the Person Registry in Deed Book 188, at page 645; AND BEING, in fact the same property conveyed to Crowder B. Robertson, Jr., and Walter R. Robertson, a

partnership, from Chesapeake Corporation, a Virginia corporation, by deed dated September 4, 1986, recorded in the aforesaid Registry in Deed Book 188, at page 645, to which map and deed specific reference is here made for a more particular description of the property herein conveyed.

The timber sales area is clearly shown on the attached "EXHIBIT A" as Sale Area. The attached timber sales map is also herein incorporated by reference for greater certainty of description with regard to the specific timber sales area.

EXHIBIT B

WRR Management Company, LLC
Blue Wing Farms, L.P.
1100 Wilson Road
Virginia, VA 24598

CBR Management Company, LLC
Rose Hill Farms, L.P.
1211 Wilson Road
Virginia, VA 24598

Carolina Commonwealth Forest Products, L.L.C.

By: 

David K. Scott, Member/Manager

WRR Management Tract

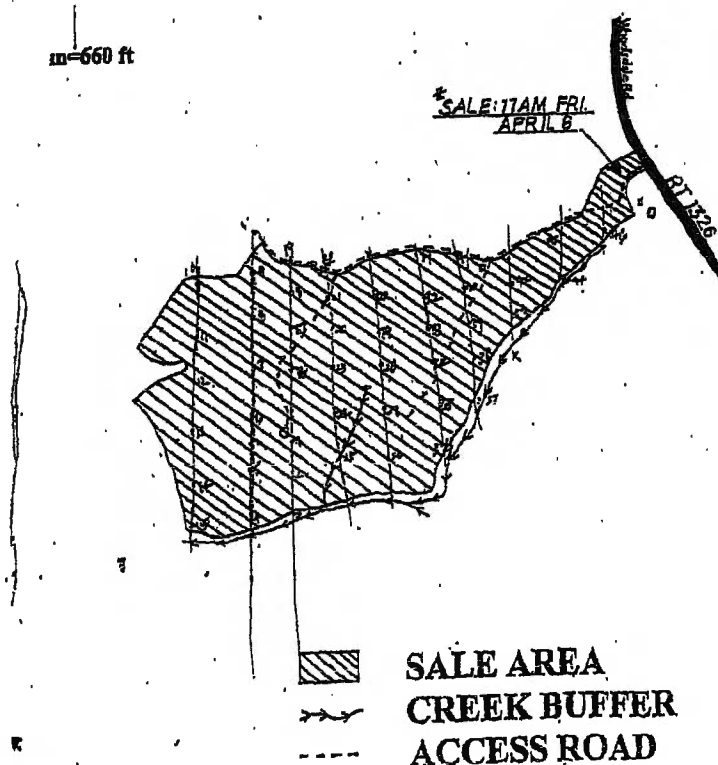
ADDENDUM

The following Addendum is attached to and made a part of that Security Agreement from Carolina Commonwealth Forest Products, L.L.C. to AgCarolina Financial, ACA, dated May, 2012.

All of Debtor's right, title and interest in and to the following property (i) all timber conveyed to Debtor under the Contract (as defined below), growing or to be grown on that certain tract of land located in Person County, North Carolina, which tract of land is owned by WRR Management Company, LLC, Blue Wing Farms, L.P., CBR Management Company, LLC and Rose Hill Farms, L.P., and is more particularly described in Exhibit A and B attached hereto and made a part hereof (the "Timber"); (ii) that certain timber deed more particularly described as timber deed dated May, 2012 by and between WRR Management Company, LLC, Blue Wing Farms, L.P., CBR Management Company, LLC and Rose Hill Farms, L.P., and Debtor (the "Contract"), wherein Debtor has been granted title to and/or the right to cut the Timber, (iii) all Timber cut pursuant to the Contract; and (iv) all products and proceeds of the foregoing.

Exhibit A

Robertson Tract
Person County, NC
± 83 Acres



**THIS MAP IS NOT A CERTIFIED SURVEY
 AND HAS NOT BEEN REVIEWED BY A
 LOCAL GOVERNMENT AGENCY FOR
 COMPLIANCE WITH ANY APPLICABLE
 LAND DEVELOPMENT REGULATIONS.**

Carolina Commonwealth Forest Products, L.L.C.

By:

David K. Scott, Member/Manager

WRR Management Tract

UCC SUBSEQUENT FINANCING
STATEMENTS FILED IN
REAL PROPERTY RECORD
INDEX

AMENDMENTS
(UCC-3)

**(TERMINATION,
CONTINUATION,
ASSIGNMENT,
AMENDMENT)**

Effective Date: July 1, 2001

SUBSEQUENT FINANCING STATEMENT **AMENDMENTS**

(UCC3)

(TERMINATIONS, CONTINUATIONS, ASSIGNMENTS, AND AMENDMENTS)

Financing statement AMENDMENTS that cover fixtures, timber, minerals, etc. must be indexed in the consolidated real property indexes. Indexing standards apply to UCC filings also. When a financing statement amendment is filed the debtors and record owners are indexed as grantors and the secured parties are indexed as grantees. The index entries must include the original file number. The original recording is attached to the subsequent financing statement amendment and recorded as part of the subsequent amendment.

On the following example #1: (TERMINATION)

Grantors:

COCKRELL RANDY K.

COCKRELL NANCY P. (name picked up from original recording)

Grantees:

PIEDMONT ELECTRIC MEMBERSHIP CORPORATION

On the following example #2: (CONTINUATION)

Grantors:

CAMP CHEMICAL CORPORATION

GILLIAM THOMAS R (name picked up from original recording)

GILLIAM THOMAS R. (name picked up from original recording as record owner)

Grantees:

CAROLINA FARM CREDIT, ACA

On the following example #3: (ASSIGNMENT)

Grantors:

INLAND AMERICAN ST PORTFOLIO JP2, L.L.C.

Grantees:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (original secured party)

WELLS FARGO BANK, NATIONAL ASSOCIATION TR

J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2011-C5

COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2011-C5

On the following example #4: (AMENDMENT)

Grantors:

LONG JACK LOUIS (original debtor)

BOHANON MARY LONG

Grantees:

PIEDMONT ELECTRIC MEMBERSHIP CORPORATION

NOTE: G.S. 9-523(g) exempts local filing offices from performing searches on UCC's filed in the real property index after July 1, 2001. Registers are no longer required to perform searches after July 1, 2008 on UCC's filed prior to 2001.

1

FILED in PERSON County, NC
on Mar 18, 2013 at 11:20:31 AM
by: AMANDA H. GARRETT
REGISTER OF DEEDS
Book 833 Page 792

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Piedmont EMC
Jay Berry
PO Drawer 1179
Hillsborough, NC 27278

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

Book 799 Pages 689 & 690

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☒ REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 8a or 8b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME Cockrell	FIRST NAME Randy	MIDDLE NAME K.	SUFFIX
----	--	---------------------	-------------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. TAX ID #: SSN OR EIN Do Not Provide	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
--	--------------------------------------	--------------------------	----------------------------------	--

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

property located at: 38 Cheslies Ct.
Roxboro, NC

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Piedmont Electric Membership Corporation

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

VIII - 2 - C

FILED in PERSON County, NC
on Mar 12, 2012 at 11:54:33 AM
by: AMANDA M. GARRETT
REGISTER OF DEEDS
Book 799 Page 689

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Piedmont EMC
Jay Berry
PO Drawer 1179
Hillsborough, NC 27278

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME

Cockrell

FIRST NAME

Randy

MIDDLE NAME

K.

SUFFIX

1c. MAILING ADDRESS

PO Box 8524

CITY

Rocky Mount

STATE

NC

POSTAL CODE

27804

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

Do Not Provide

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

Cockrell

FIRST NAME

Nancy

MIDDLE NAME

P.

SUFFIX

2c. MAILING ADDRESS

same as above

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

Do Not Provide

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR IF) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Piedmont Electric Membership Corporation

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

PO Drawer 1179

CITY

Hillsborough

STATE

NC

POSTAL CODE

27278

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Armstrong Air package heat pump
MN# 4PHP15E36P-1A SN# 1611F03743

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING
6. ☒ THIS FINANCING STATEMENT IS TO BE FILED (for record) (or recorded) IN THE REAL ESTATE RECORDS. Attach Addendum. ☐ 7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional). ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

Cockrell

Randy

K.

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

Do Not Provide

☐ NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

Record# 22801

Map# 89 49

property located at: 38 Chesiles Ci.
Roxboro, NC15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years☐ Filed in connection with a Public-Finance Transaction -- effective 30 years

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/88)

2

FILED in PERSON County, NC
 on Jan 07, 2013 at 11:17:48 AM
 by: AMANDA H. GARRETT
 REGISTER OF DEEDS
 Book 827 Page 388

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Carolina Farm Credit, ACA

PO Box 1216

Roxboro

NC 27573-5449

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

Book 663 Page 480

1b. This FINANCING STATEMENT AMENDMENT is to
 be filed [for record] (or recorded) in the
☒ REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name and address of a party. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7a-7c (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

Camp Chemical Corporation

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED, NEW, OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS

PO Box 521

CITY

Roxboro

STATE

NC

POSTAL CODE

27573

COUNTRY

U.S.A.

7d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Carolina Farm Credit, ACA
 as agent/nominee

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

D18802UC

VIII - 2 - F

"EXHIBIT A"

All that certain lot or parcel of land lying and being in the Municipality of Roxboro, Roxboro Township, Person County, North Carolina, the same being depicted as **PARCEL A**, containing 3.42 acres, and **PARCEL B**, containing 4.03 acres, more or less, as same is depicted and delineated on a plat of actual survey of same by Neal C. Hamlett, R.L.S. 2465, dated October, 1997, and entitled "**COMPOSITE PLAT CAMP CHEMICAL CORPORATION THOMAS R. GILLIAM**," and for purposes of augmentation, insofar as furnishment of metes and bounds, courses and distances, is concerned, said plat is hereby incorporated and made an integral part of this document by express reference being thereto made, the same being duly recorded in the Person County Registry at Plat Cabinet 11, Hanger 8-D.

SCHEDULE A - COLLATERAL DESCRIPTION

Camp Chemical Corporation and Thomas R. Gilliam (together "Debtors") have granted to Carolina Farm Credit, ACA ("Secured Party") a security interest in the following described property whether now owned or hereafter acquired, wherever located, and any additions, replacements, accessions, or substitutions thereof and all cash and non-cash proceeds and products thereof (each capitalized term as defined in Article 9 of the North Carolina Uniform Commercial Code.

All of Debtors' personal property, including, but not limited to all Goods, Equipment, Farm Products, including, without limitation, all poultry and poultry products, Fixtures, building materials, rolling stock, Accounts, Inventory, Chattel Paper, Instruments, Investment Property, Letter of Credit Rights, Deposit Accounts, General Intangibles, Documents and money.

The foregoing fixture collateral may be located at or affixed to real property described on Exhibit A attached hereto and made a part hereof.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Carolina Farm Credit, ACA

PO Box 1216

Roxboro

NC 27573-5449

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Camp Chemical Corporation

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

PO Box 521

CITY

Roxboro

STATE

NC

POSTAL CODE

27573

COUNTRY

U.S.A.

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

Gilliam

FIRST NAME

Thomas

MIDDLE NAME

R

SUFFIX

2c. MAILING ADDRESS

344 Banbury Dr

CITY

Roxboro

STATE

NC

POSTAL CODE

27573

COUNTRY

U.S.A.

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Carolina Farm Credit, ACA

OR

as agent/nominee

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

PO Box 1216

CITY

Roxboro

STATE

NC

POSTAL CODE

27573-5449

COUNTRY

U.S.A.

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and made part hereof.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILO ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)7. Check to REQUEST SEARCH REPORT(S) on Obligor(s) (ADDITIONAL FEE (optional)) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

D18602UC

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS (front and back) CAREFULLY****9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**9a. ORGANIZATION'S NAME **Camp Chemical Corporation**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

U.S.A.

11d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

U.S.A.

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate
(If Debtor does not have a record interest):**Camp Chemical Corporation & Thomas R.
Gilliam
PO Box 521
Roxboro, NC 27573**17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or
☐ Decedent's Estate18. Check only if applicable and check only one box.☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured - Home Transaction - effective 30 years
☐ Filed in connection with a Public-Finance Transaction - effective 30 years

UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

D18702UC (0402)

FILED in PERSON County, NC
on Jul 14, 2011 at 11:00:00 AM
by: AMANDA H. GARRETT
REGISTER OF DEEDS
Book 779 Page 842

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Christine Hines	704-444-2000
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
After recording/return to: First American Title Insurance Co. Christopher J. Albee, Esquire 201 S College Street, Suite 1440 Charlotte, NC 28244 File No. 483703-157 NCS 483703-157 343	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
Inland American ST Portfolio JP2, L.L.C.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2901 Butterfield Road			Oak Brook	IL	60523
1d. ASSIGNMENT INSTRUCTIONS			1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
ADDL INFO RE ORGANIZATION DEBTOR			LLC	Delaware	4979583
					<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. ASSIGNMENT INSTRUCTIONS			2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
ADDL INFO RE ORGANIZATION DEBTOR					
					<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
383 Madison Avenue			New York	NY	10079

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. FOR THIS FINANCING STATEMENT to be filed (for record) (or recorded) in the REAL	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)					
ALL ESTATE RECORDS - Attach Addendum	(if applicable) - (ADDITIONAL FEE)					
8. OPTIONAL FILER REFERENCE DATA						F#311260
Filed with: NC - Person County						A#457174

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME

Inland American ST Portfolio JP2, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only gog name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONSADD'L INFO RE
ORGANIZATION
DEBTOR**11e. TYPE OF ORGANIZATION****11f. JURISDICTION OF ORGANIZATION****11g. ORGANIZATIONAL ID #, if any**☐ NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only gog name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ de-extracted collateral, or is filed as a ☒ fixture filing.**14. Description of real estate:**

See Exhibit A attached hereto.

15. Additional collateral description:16. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Piedmont EMC
Jay Berry
PO Drawer 1179
Hillsborough, NC 27278

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

Book 781 Pages 387 & 388

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☒ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
Long (deceased) Jack Louis

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
Bohanon (daughter) Mary Long

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7a. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any
Do Not Provide NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Piedmont Electric Membership Corporation

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Piedmont EMC
Jay Berry
PO Drawer 1179
Hillsborough, NC 27278

BOOK 814 PAGE 276 343325

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME

Long

FIRST NAME

Jack

MIDDLE NAME

Louis

SUFFIX

1c. MAILING ADDRESS

6376 Dirgie Mine Rd.

CITY

Roxboro

STATE

NC

POSTAL CODE

27574

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #: if any

☐ NONE

Do Not Provide

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #: if any

☐ NONE

Do Not Provide

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Piedmont Electric Membership Corporation

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

PO Drawer 1179

CITY

Hillsborough

STATE

NC

POSTAL CODE

27278

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Goodman package heat pump MN# GPH1543M41AB

SN# 1104127164

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING
6. ☒ THE FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) if applicable. (ADDITIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

Long

Jack

Louis

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

Do Not Provide

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ ss-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

Record# 2628

Map# A92 34

property located at: 6376 Dirgie Mine Rd.
Roxboro, NC15. Name and address of a RECORD OWNER of above described real estate
(if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

NOTICE OF
UCC
REJECTION

(List and Form)

AND

COPIES OF NEW UCC FILING FORMS

UCC REJECTION LIST

TYPE OF FILING	REASON FOR REJECTION (other than fees)
All – UCC	(1) Failure to submit by method or in medium acceptable (2) Failure to include at least amount of correct fee (3) Content necessary to index illegible (4) No secured party name and/or address (5) No last name for individual debtor
All – Realty related collateral	(1) Does not indicate filing covers realty-related collateral (2) Does not indicate that it is to be recorded in real property records (3) Lack of or insufficient description of property (4) Lack of record owner name if debtor has no interest in property
Original Financing Statement	(1) No debtor name (2) No debtor mailing address* (3) No indication whether debtor is individual or organization (4) No indication of type and state; identification number (organization # issued by state government) (indicate “none” if none) for registered entity*
Any amendment	(1) Illegible initial filing number, or none indicated (2) Filing has lapsed
Amendment that adds a Debtor name	(1) No new debtor address* (2) No indication whether debtor is individual or organization (3) No indication of type and state; or identification number (organization # issued by state government) (indicate “none if none”) for registered entity*
Amendment that adds a	(1) No secured party name and address for new security party
Correction Statement	
Amendments in land recording Office only (9.512(1) Alternative B)	(1) No debtor name(s) from original financing statement or or from latest prior name amendment (2) No secured party name(s) of record (3) No type of collateral (4) No description of real property to which filing is related

Assignment on an original
Statement or on a statement
Of assignment

(1) No assignee secured party name and address

Continuation statement

(1) Not filed within six (6) months before lapse date

NOTICE OF UCC REJECTION

The referenced UCC was rejected for the following reason(s):

- 1) _____ The UCC is NOT communicated by a method authorized by the filing office [G.S. 25-9-516(b)(1)]
- 2) _____ *Fee* enclosed is NOT equal to or greater than statutory fee. [G.S. 25-9-516(b)(2)]
- 3) _____ The UCC CANNOT be indexed because:
 - _____ The *initial financing statement* does NOT provide a name for the debtor [G.S. 25-9-516(b)(3)(a)]
 - _____ The *amendment or correction statement* does NOT identify the initial financing statement number and debtor's name [G.S. 25-9-516(b)(3)(b)(1)]
 - _____ The *amendment or correction statement* identifies an initial financing statement whose effectiveness has lapsed. [G.S. 25-9-516(b)(3)(b)(2)]
 - _____ The *initial financing statement, or an amendment* that provides the name of debtor NOT listed on the initial financing statement, does NOT identify the debtor's last name. [G.S. 25-9-516(b)(3)(c)]
- 4) _____ The UCC does NOT identify real property to which it relates. [G.S. 25-9-516(b)(3)(d)]
- 5) _____ The *initial financing statement or amendment* that adds a secured party of record does NOT provide a name and mailing address for the secured party. [G.S. 25-9-516(b)(4)]
- 6) _____ The *initial financing statement or amendment* that includes a debtor NOT included in the related initial statement does NOT:
 - _____ Provide a mailing address for the debtor. [G.S. 25-9-516(b)(5)(a)]
 - _____ Indicate whether the debtor is an individual or an organization. [G.S. 25-9-516(b)(5)(b)]
 - _____ Indicate the type of organization if the debtor is a business, the jurisdiction of organization, or the organizational identification number (or an indication that there is no organizational number). [G.S. 25-9-516(b)(5)(c)]
- 7) _____ The *assignment* in the initial financing statement or amendment does NOT provide a name and mailing address for the assignee. [G.S. 25-9-516(b)(6)]
- 8) _____ The *continuation statement* is NOT filed within the six month period as required by G.S. 25-9-516(b)(7)
- 9) _____ The UCC does NOT indicate that the statement is to be filed in the Real Estate records. (UCC Form)
- 10) _____ *Non-Real Estate related amendments*, are NOT recorded in the local filing office. [G.S. 25-9-710(b)]

DATE AND TIME OF REJECTION IS/MAY BE INDICATED ON THE UCC.

NOTE: ALL REFERENCES TO "AMENDMENT" MEANS ANY SEQUENTIAL FILING TO AN INITIAL UCC - CONTINUATION, ASSIGNMENT, RELEASE, AMENDED UCC, TERMINATION.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 — either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

Instructions for UCC Financing Statement Addendum (Form UCC1Ad)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

ITEM INSTRUCTIONS

9. **Name of first Debtor.** Enter name of first Debtor exactly as shown in item 1 of Financing Statement (Form UCC1) to which this Addendum relates. The name will not be indexed as a separate debtor. The Debtor name in this section is intended to cross-reference this Addendum with the related Financing Statement (Form UCC1).

If the box in item 1 of the Financing Statement (Form UCC1) was checked because Individual Debtor name did not fit, the box in item 9 of this Addendum should be checked.
10. **Additional Debtor's name.** If this Addendum adds an additional Debtor, complete item 10 in accordance with Instruction 1 of Financing Statement (Form UCC1). For additional Debtors, attach either an additional Addendum or Additional Party (Form UCC1AP) and follow Instruction 1 of Financing Statement (Form UCC1) for determining and formatting additional names.
11. **Additional Secured Party's name or Assignor Secured Party's name.** If this Addendum adds an additional Secured Party, complete item 11 in accordance with Instruction 3 of Financing Statement (Form UCC1). For additional Secured Parties, attach either an additional Addendum or Additional Party (Form UCC1AP) and complete applicable items in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of a full assignment of the Secured Party's interest before the filing of this financing statement, if filer has provided the name and mailing address of the Assignee in item 3 of Financing Statement (Form UCC1), filer may enter Assignor Secured Party's name and mailing address in item 11.
12. **Additional Collateral Description.** If space in item 4 of Financing Statement (Form UCC1) is insufficient or additional information must be provided, enter additional information in item 12 or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.
- 13-16. **Real Estate Record Information.** If this Financing Statement is to be filed in the real estate records and covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, complete items 1-4 of the Financing Statement (Form UCC1), check the box in item 13, check the appropriate box in item 14, and complete the required information in items 15 and 16. If the Debtor does not have an interest of record, enter the name and address of the record owner in item 15. Provide a sufficient description of real estate in accordance with the applicable law of the jurisdiction where the real estate is located in item 16. If space in items 15 or 16 is insufficient, attach additional page(s) and incorporate by reference in items 15 or 16 (e.g., See Exhibit A), and continue the real estate record information. Do not include social security numbers or other personally identifiable information.
17. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement (Form UCC1) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 17 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME

OR

18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR

19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:

Instructions for UCC Financing Statement Additional Party (Form UCC1AP)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Use this form (multiple copies if needed) to continue adding additional Debtor or Secured Party names as needed when filing a UCC Financing Statement (Form UCC1).

ITEM INSTRUCTIONS

18. **Name of first Debtor.** Enter name of first Debtor exactly as shown in item 1 of Financing Statement (Form UCC1) to which this Additional Party relates. The name will not be indexed as a separate Debtor. If line 1b of the Financing Statement (Form UCC1) was left blank because the Individual Debtor name did not fit, check the box in item 18 and enter as much of the Individual Debtor name from item 10 that will fit. The Debtor name in this section is intended to cross-reference this Additional Party with the related Financing Statement (Form UCC1).
- 19-21. **Additional Debtor's name.** If this Additional Party adds additional Debtors, complete items 19, 20, and 21 in accordance with Instruction 1 of Financing Statement (Form UCC1).
- 22-23. **Additional Secured Party's name or Assignor Secured Party's name.** If this Additional Party form adds additional Secured Parties, complete items 22 and 23 in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of a full assignment of the Secured Party's interest before the filing of this financing statement, if filer has provided the name and mailing address of the Assignee in item 3 of Financing Statement (Form UCC1), filer may enter Assignor Secured Party's name and mailing address in items 22 and 23.
24. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement (Form UCC1) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 24 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer, attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral. Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all instructions, especially Instruction 1a; correct file number of initial financing statement is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.
C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

Always complete items 1a and 9.

1a. **File Number.** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. If this Amendment is to be filed in the real estate records or in any other filing office where the name of current Debtor is required for indexing purposes, check the box in item 1b and enter Debtor name in item 13 of Amendment Addendum (Form UCC3Ad). Complete item 13 in accordance with instructions on Amendment Addendum (Form UCC3Ad). If Debtor does not have an interest of record, enter the name and address of the record owner in item 16 of Amendment Addendum (Form UCC3Ad).

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5, or 8 (in items 5 and 8 you must check additional boxes); also complete items 6, 7, and/or 8 as appropriate. Some, but not all filing offices accept multiple actions on an Amendment. Filing offices that accept multiple actions may charge an additional fee. Some filing offices that accept multiple actions may only index one of the actions requested. Consult the administrative rules of the designated filing office to determine the extent to which multiple actions will be accepted, indexed, and the applicable filing fees for multiple actions.

2. **Termination.** To terminate the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 2. See Instruction 9 below.

3. **Assignment.** To assign (1) some or all of Assignor's right to amend the identified financing statement, or (2) the Assignor's right to amend the identified financing statement with respect to some (but not all) of the collateral covered by the identified financing statement: Check box in item 3 and enter name of Assignee in item 7a or 7b; always enter the Assignee's mailing address in item 7c. Also enter name of Assignor in item 9. If assignment affects the right to amend the financing statement which respect to some (but not all) of the collateral covered by the identified financing statement, check the ASSIGN collateral box and indicate the particular collateral covered in item 8.

4. **Continuation.** To continue the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 4. See Instruction 9 below.

5-7. **Party Information Change.** To indicate a party information change, check this box; also check additional boxes (as applicable) and complete items 5, 6, and/or 7 as appropriate.

To change the name and/or address of a party (items 5, 6, and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the CHANGE name and/or mailing address box in item 5 and enter name of affected party (current record name) in item 6a or 6b; and repeat or enter the new name in item 7a or 7b; always enter the party's mailing address in item 7c.

To add a party (items 5 and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the ADD name box in item 5 and enter the added party's name in item 7a or 7b; always enter the party's mailing address in item 7c. For additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

To delete a party (items 5 and 6): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the DELETE name box in item 5 and enter the deleted party's name in item 6a or 6b.

8. **Collateral Change.** To indicate a collateral change, check this box; also check additional box (as applicable) and describe the change in item 8. If space in item 8 is insufficient, continue collateral description in item 14 of Amendment Addendum (Form UCC3Ad). Do not include social security numbers or other personally identifiable information.

To add collateral: Check the ADD collateral box in item 8 and indicate the additional collateral.

To delete collateral: Check the DELETE collateral box in item 8 and indicate the deleted collateral. A partial release is a DELETE collateral change.

To restate covered collateral description: Check the RESTATE covered collateral box in item 8 and indicate the restated collateral.

To assign the right to amend the financing statement with respect to part (but not all) of the collateral covered by the identified financing statement: Comply with Instruction 3 above and check the ASSIGN collateral box in item 8.

If, due to a full release of collateral, filer no longer claims a security interest under the identified financing statement, check box in item 2 (Termination) and not a box in item 8 (Collateral Change).

9. **Name of Authorizing Party.** Enter name of party of record authorizing this Amendment. In most cases, the authorizing party is the Secured Party of record. If this is an Amendment (Assignment), enter Assignor's name in item 9a or 9b. If this is an Amendment (Termination) authorized by a Debtor, check the box in item 9 and enter the name of the Debtor authorizing this Amendment in item 9a or 9b. If this Amendment (Termination) is to be filed or recorded in the real estate records, also enter, in item 12 of Amendment Addendum (Form UCC3Ad), the name of Secured Party of record. If there is more than one authorizing Secured Party or Debtor, enter additional name(s) in item 14 of Amendment Addendum (Form UCC3Ad).

10. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers all-extracted collateral ☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

Instructions for UCC Financing Statement Amendment Addendum (Form UCC3Ad)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

ITEM INSTRUCTIONS

11. **File Number.** Enter file number of initial financing statement as shown in item 1a of Amendment (Form UCC3) to which this Amendment Addendum relates.
12. **Name of Authorizing Party.** Enter information exactly as shown in item 9 on Amendment (Form UCC3).
13. **Name of Debtor on related Financing Statement.** If this Amendment (Form UCC3) is to be filed in the real estate records or in any other filing office where the name of a current Debtor of record is required for indexing purposes, enter Debtor name in item 13a or 13b. Item 13 is intended to cross-reference the Amendment (Form UCC3) and Amendment Addendum with the related Financing Statement (Form UCC1). If more than one current Debtor, enter additional name(s) in item 14 or on additional Amendment Addendum (Form UCC3Ad). Do not use item 13 to change, add, or delete a Debtor name.
14. **Additional Space for Item 8 (Collateral).** If space in item 8 of Amendment (Form UCC3) is insufficient or additional information must be provided, enter additional information in item 14 or attach additional page(s) and incorporate by reference in item 14 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.
- 15-17. **Real Estate Record Information.** If this Amendment (Form UCC3) is to be filed in the real estate records, complete the required information (items 15, 16, and 17). If this Amendment (Form UCC3) covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, check appropriate box in item 15. If the Debtor does not have an interest of record, enter the name and address of the record owner in item 16. Provide a sufficient description of real estate in accordance with the applicable law of the jurisdiction where the real estate is located in item 17. If space in items 16 or 17 is insufficient, attach additional page(s) and incorporate by reference in items 16 or 17 (e.g., See Exhibit A), and continue the real estate information. Do not include social security numbers or other personally identifiable information.
18. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement Amendment (Form UCC3) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 18 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

UCC FINANCING STATEMENT AMENDMENT ADDITIONAL PARTY**FOLLOW INSTRUCTIONS****19. INITIAL FINANCING STATEMENT FILE NUMBER:** Same as item 1a on Amendment form**20. NAME OF PARTY AUTHORIZING THIS AMENDMENT:** Same as item 9 on Amendment form

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**21. ADDITIONAL DEBTOR'S NAME:** Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (22a or 22b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (23a or 23b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

24c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

25. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

25c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

26. MISCELLANEOUS:

Instructions for UCC Financing Statement Amendment Additional Party (Form UCC3AP)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Use this form (multiple copies if needed) to continue adding additional Debtor or Secured Party names as needed when filing a UCC Financing Statement Amendment (Form UCC3).

ITEM INSTRUCTIONS

19. **File Number.** Enter file number of initial financing statement as shown in item 1a of Amendment (Form UCC3) to which this Amendment Addendum relates.
20. **Name of Authorizing Party.** Enter information exactly as shown in item 9 on Amendment (Form UCC3).
- 21-23. **Additional Debtor's name.** If this Amendment Additional Party adds additional Debtors, complete items 21, 22, and 23 in accordance with Instruction 1 of Financing Statement (Form UCC1).
- 24-25. **Additional Secured Party's name or Assignor Secured Party's name.** If this Amendment Additional Party adds additional Secured Parties, complete items 24 and 25 in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of an assignment of the Secured Party's interest, filer may enter Secured Party and/or Assignor Secured Party's name and mailing address information in items 24 and 25.
26. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement Amendment (Form UCC3) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 26 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

IX.

MISCELLANEOUS

INSTRUMENTS

CONDOMINIUM
DECLARATION

CONDOMINIUM DECLARATION

The Condominium Declaration falls under G.S. 47C-2-101 and is to be indexed in the same manner as a deed.

On the following example:

Grantors: FOX HOLLOW OFFICE CONDOMINIUM
SKINESTATE, INC.
FOX HOLLOW OFFICE CONDOMINIUM ASSOCIATION, INC.

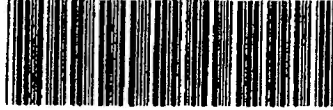
Grantees: NONE

Note:

The sample document includes only the first page, second page, and signature page.

LC

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
August 16, 2006 03:53:58 PM
Book 3082 Page 88-108
FEE: \$74.00
INSTRUMENT # 2006016485



INSTRUMENT # 2006016485

PREPARED BY AND MAIL TO:
Paul B. Trevarrow, PLLC
285 Olmsted Blvd, Ste 3
Pinehurst, NC 28374

DECLARATION OF CONDOMINIUM -
FOX HOLLOW OFFICE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM - FOX HOLLOW OFFICE CONDOMINIUM, made this 4th day of August, 2006, by Skinestate, Inc., a North Carolina corporation ("Declarant"), pursuant to the North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes ("Act").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real estate situated in the City of Southern Pines, County of Moore, and State of North Carolina, more particularly described on Exhibit A attached hereto and made a part hereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate; and

WHEREAS, Declarant desires to submit all of said property to the Act.

NOW, THEREFORE, Declarant, as the owner of said property, hereby declares as follows:

ARTICLE I.

Definitions

Definitions. As used herein, the following words and terms shall have the following meanings:

1.1 Act

. The North Carolina Condominium Act, Chapter 47C, North Carolina General Statutes.

1.2 Association

. FOX HOLLOW OFFICE CONDOMINIUM ASSOCIATION, INC., a nonprofit corporation organized under Section 47C-3-101, North Carolina General Statutes. Every unit owner shall be a member of the Association. Ownership of a fee interest in a unit shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The basic purposes and duties of the Association shall be to manage the condominium pursuant to the terms and provisions of Article 3 of Chapter 47C of the North Carolina General Statutes, this Declaration, any Bylaws promulgated by the Association and any Rules and Regulations promulgated by the Association or its executive board; and to promote and to protect the enjoyment and beneficial use and ownership of the units. The Association shall have all of the powers stated in N.C.G.S. §47C-3-102, the terms and provisions of which are incorporated herein. The Association shall also have the power to enforce in its own name the terms and provisions of this Declaration, any bylaws promulgated by the Association and any Rules and Regulations promulgated by the Association.

1.3 Board

. The Executive Board of the Association.

1.4 Bylaws

. The Bylaws of the Association which have been adopted by the Association.

1.5 Common Elements

. All portions of the Condominium except the Units. Limited Common Elements are Common Elements.

1.6 Common Expenses

. Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

1.7 Condominium

. The condominium created by this Declaration.

1.8 Declarant

. SKINSTATE, INC., a North Carolina corporation, and (i) any other owner who has executed this Declaration except First Mortgagees and except persons whose interests in the Property will

13.6 Waiver

No provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.7 Law Controlling

This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, Declarant hereby executes this Declaration by and through its authorized representatives on the day and year first above written.

Skinestate, Inc.

By: _____

David I. Klumpar, President

STATE OF NORTH CAROLINA

COUNTY OF MOORE _____

I certify that the following individuals personally appeared before me this day, and _____ I have personal knowledge of the identity of the principal acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: David I. Klumpar, President of Skinestate, Inc.

This 4th day of August, 2006.

By: _____

Paul B. Trevarrow, Notary Public

My commission expires: 12/12/2009



COURT
ORDERS

COURT ORDERS

Court orders should be cross-indexed. The name of the plaintiffs and the names of the defendants should be indexed as grantors and as grantees. The register of deeds must also examine court orders and comply with all indexing instructions ordered by the court.

On the following example:

Grantors: MCCANTS LORINE
UNIVERSAL HOME PLAN, INC.

Grantees: MCCANTS LORINE
UNIVERSAL HOME PLAN, INC.

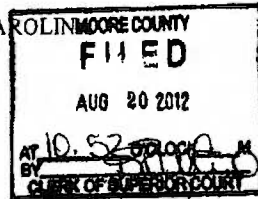
FOR REGISTRATION REGISTER OF DEEDS
Judy D. Hartin
Moore County, NC
August 20, 2012 11:21:05 AM
Book 4069 Page 374-374
FEE: \$28.00
INSTRUMENT # 2012011901

HM



INSTRUMENT # 2012011901

STATE OF NORTH CAROLINA
COUNTY OF MOORE



IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 12 CVS 00569

IN THE MATTER OF
Lorine McCants,
Plaintiff

ORDER

v.

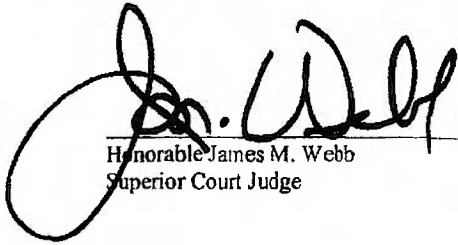
Universal Home Plan, Inc.,
Defendant

This cause was heard by the undersigned judge on motion of Plaintiff. It appears to the court upon a review of the pleadings and affidavits that this is an action to quiet title to real property; that service by publication was appropriately made on the defendant; that the court has jurisdiction over the subject matter of the action; that Defendant is not under disability and has failed to plead or appear in the time allowed by law; that default has been entered and that plaintiff is entitled to relief in this action.

IT IS FURTHER ORDERED AND DECLARED that:

1. Plaintiff, Lorine McCants, is the sole fee simple owner of the property described in Book 244, Page 391 and Book 294, Page 379 of the Moore County Register of Deeds.
2. The deed recorded at Book 294, Page 379 of the Moore County Register of Deeds is declared void.
3. Defendant, Universal Home Plan, Inc., has no interest in the property described in the aforementioned deeds and any right under the deed at Book 294, Page 379 of the Moore County Register of Deeds is extinguished.

This the 20th day of Aug, 2012


Honorable James M. Webb
Superior Court Judge

INHERITANCE

AND

ESTATE TAX

WAIVER

INHERITANCE AND ESTATE TAX WAIVER

N.C.G.S. 47-18.2 provides instructions on indexing Inheritance and Estate Tax Waivers. The name of the decedent who owned the real property is indexed on the grantor index.

On the following example:

Grantors: GRAHAM EARL C.

Grantee: NONE

BOOK PAGE
01018 00339

JUL 22 10 27 AM '94

MRS. J. M. ADAMS
REGIS. DEEDS
NO. 11111

#6.0000

Form A-101 (Rev. 2-91)

North Carolina Department of Revenue
P. O. Box 25800, Raleigh, N. C. 27618
INHERITANCE and ESTATE TAX WAIVER

FOR DEPT. USE ONLY

EARL C. GRAHAM

Moore County, North Carolina

LEO D. BURRELL

ATTORNEY AT LAW

6508 SEVEN LAKES VILLAGE

SEVEN LAKES, NC 27376

FULL DESCRIPTION OF ITEM TO BE RELEASED:

Lot #2095 Shropshire Section, Seven Lakes South, West End, NC

NAME & ADDRESS TO WHICH WAIVER SHOULD BE MAILED

LEO D. BURRELL
6508 Seven Lakes Village
West End, NC 27376

Consent is hereby given for the transfer of the item described above, belonging to or standing in the name or joint tenancy of the decedent shown above, to such person or persons as may be designated by the properly qualified representative of this estate.

JUL 11 1994

Valid only when signed by the Secretary of Revenue

Mar. L. Burrell
6508 Seven Lakes Village
West End, NC 27376

184102

JUDGMENTS

JUDGMENTS

Judgments should be cross-indexed. The names of the Plaintiffs and the names of the defendants should be indexed as grantors and as grantees. The register of deeds must also examine judgments and comply with court ordered instructions.

On the following example:

Grantors: TOWN OF SOUTHERN PINES
MEDLIN LYNNE TR

Grantees: TOWN OF SOUTHERN PINES
MEDLIN LYNNE TR

Tobias

FOR REGISTRATION REGISTER OF DEEDS
Judy B. Martin
Moore County, NC
February 26, 2010 01:48:23 PM
Book 3692 Page 292-294
FEE: \$18.00
INSTRUMENT # 2010002500

HM



INSTRUMENT # 2010002500

Mail after recording to: Douglas R. Gill
225 N. Bennett Street, Southern Pines, NC 28387
Prepared by: Douglas R. Gill
Tax Stamps: 00.00

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 09 CVS 00897

MOORE COUNTY

TOWN OF SOUTHERN PINES,

200 FEB 22 A 10:31
MOORE COUNTY, NC
Plaintiff,

vs.

LYNN MEDLIN, Trustee

Defendant.

JUDGMENT

This case being heard before the Honorable Superior Court Judge Presiding, and it further appearing to the Court and the Court finding as fact that:

1. The above-entitled civil action was instituted in this Court on May 28, 2009, by the issuance of summons and the filing of a Complaint, Declaration of Taking, and Notice of Deposit along with the deposit into the Court of \$120.00, the sum estimated by the plaintiff to be just compensation for the taking of an interest in the defendant's property.

2. A second summons, together with a copy of the Complaint, Declaration, and Notice, were duly served on October 29, 2009 upon the defendant, who is the party having or claiming to have an interest in the property.

3. There are no issues in dispute concerning authorization to condemn, necessary parties, title to the land, or area taken, and the only unresolved matter is the amount of just compensation for the property taken.

4. The defendant has not filed an answer to the complaint and more than 120 days have passed since the filing of the complaint and the service of the complaint.

WHEREUPON, the Court concludes as a matter of law that:

1. The plaintiff is entitled to acquire by eminent domain the hereinafter described interest in the property of the defendants.

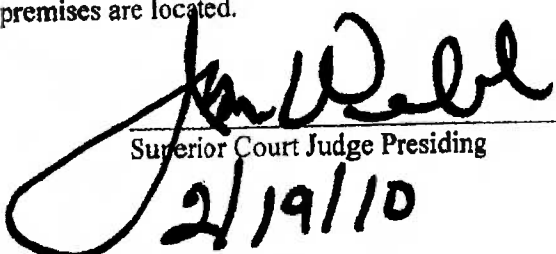
2. The sum of \$120.00 is just compensation for the interest in the property acquired by the plaintiff by eminent domain as hereinafter described.

3. These proceedings as appears from the pleadings are regular in all respects, and no reason exists for not entering final judgment.

GILL & TOBIAS, LLP
LAWYERS
225 N BENNETT STREET
SOUTHERN PINES, NC 28387
(910) 692-7100

DOCK0002 - PAGE 290
1 2 3 4
NOW, THEREFORE, it is adjudged and ordered that:

1. Final judgment is hereby entered.
2. Plaintiff, the TOWN OF SOUTHERN PINES, on May 28, 2009, by the filing of a Complaint, Declaration of Taking, and Notice of Deposit, has condemned and is permanently vested with, the property, interest or estate, as of the date of the complaint as described on Exhibit A.
3. The amount of just compensation for the property to be paid to the owner is \$120.00.
4. The deposit of \$120.00 shall be disbursed by the Clerk of Court to Lynn Medlin, Trustee, PO Box 15990, Surfside Beach, South Carolina 29587.
5. Plaintiff shall cause to be recorded a copy of this Judgment with the register of deeds of any county in which the subject premises are located.


Superior Court Judge Presiding
2/19/10

GILL & TOBIAS, LLP
LAWYERS
225 N. BENNETT STREET
SOUTHERN PINES, NC 28387
(910) 692-7100

EXHIBIT A**INTEREST IN PROPERTY VESTED IN PLAINTIFF**

An easement for construction and maintenance of utility lines and to go upon said lands whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing said lines in the property described below:

A.

Lying and being in McNeill Township, Moore County, North Carolina west of NC Hwy. 22 and on the west side of and adjoining Fawnwood Place. Bounded on the east by Larry Patterson and on the west by other land of Lynn Medlin, Trustee and being more particularly described as follows:

BEGINNING at a point in the northwest line of Larry Patterson, said point being located N 15°51'24" E 6.28' from an existing iron pipe, the most western corner of Larry Patterson, said existing iron pipe also being a southeast corner of the tract of which this is a part and runs thence from said beginning point N 00°54'00" E 41.51' to a point; thence N 26°40'00" E 40.30' to a point; thence N 57°29'30" E 4.75' to a point in the northwest line of Larry Patterson; thence as said line S 15°51'24" W 83.24' to the BEGINNING, containing 0.01 acres and being a portion of the lands conveyed to Lyn Medlin, Trustee by will recorded in File Number 91E Page 177, and also described in Deed Book 645, Page 5, Moore County Registry. All bearings herein are NC Grid NAD83(2007) and all distances are horizontal ground.

B.

Lying and being in McNeill Township, Moore County, North Carolina west of NC Hwy. 22 and on the south side of and adjoining Boiling Way. Bounded on the east by Anthony R. Taylor, and on all other sides by other lands of Lynn Medlin, Trustee and being more particularly described as follows:

BEGINNING at a point in the northwest line of the tract of which this is a part, said point being located N 21°59'42" E 64.03' from an existing iron pipe, the most southern corner of that parcel 3 in DB 3250, Pg 355 and runs thence as said northwest line of the tract of which this is a part, N 21°59'42" E 45.97' to a corner of Anthony R. Taylor; thence as Taylor's west line S 17°45'46" E 32.29' to a point in said line; thence S 66°19'04" W 29.56' to the BEGINNING, containing 0.01 acres and being a portion of the lands conveyed to Lynn Medlin, Trustee by deed recorded in Deed Book 3250, Page 355, Parcel 2, Moore County Registry. All bearings herein are NC Grid NAD83(2007) and all distances are horizontal ground.

MEMORANDUM

OF

ACTION

MEMORANDUM OF ACTION

G.S. 136-104 deals with memorandums of action and supplemental memorandums of action that are recorded by the Department of Transportation. These documents list the names of parties that may have a claim to a piece of property. The parties named in the instrument that may have a claim to the affected real property and the Department of Transportation is indexed on both the grantor and grantee indexes.

On the following example:

Grantors: DEPARTMENT OF TRANSPORTATION
GOODRICH RONALD H.
GOODRICH ANNA T.
COMMUNITYONE BANK, N.A.

Grantees: DEPARTMENT OF TRANSPORTATION
GOODRICH RONALD H.
GOODRICH ANNA T.
COMMUNITYONE BANK, N.A.

Note:

**This document is signed by a representative of the Attorney General's office.
This person is not an indexed party.**

LC

FOR REGISTRATION REGISTER OF DEEDS
 Judy D. Martin
 Moore County, NC
 October 08, 2012 09:50:12 AM
 Book 4095 Page 450-451
 FEE: \$28.00
 INSTRUMENT # 2012014720



INSTRUMENT # 2012014720

Prepared By/Return To: Richard G. Sowerby, Assistant Attorney General
 N.C. Department of Transportation, Attorney General's Office
 1505 Mail Service Center, Raleigh, N.C. 27699-1505

NORTH CAROLINA
 MOORE COUNTY

DEPARTMENT OF TRANSPORTATION,
 Plaintiff,

v.

MEMORANDUM OF ACTION
 (G.S. 136-104)

RONALD H. GOODRICH and wife, ANNA
 T. GOODRICH; and COMMUNITYONE
 BANK, N.A.,
 Defendants.

Take Notice:

1. That on or about the 8th day of October, 2012, the Department of Transportation, under the provisions of Article 9, Chapter 136 of the General Statutes, instituted the above-captioned civil action in the Superior Court of Moore County by the filing of a Complaint and Declaration of Taking and by the issuance of summons; that pursuant to G.S. 136-104, the interest and area specified in said Complaint and Declaration of Taking vested in the Department of Transportation on said date.

2. That the above-named defendants are the persons who the Department is informed and believes may have or claim to have an interest in said lands.

Project No.: 34923.2.2
 Parcel No.: 002
 I.D. No.: U-3324

A.G. FILE NO. TR-12-00490

3. That the property which is the subject of this action is described as follows:

Those certain lands lying and being in Sandhills Township, Moore County, North Carolina and being more particularly described as follows:

Being that tract of land described in a deed dated May 12, 1997 to Ronald H. Goodrich and wife, Anna T. Goodrich, and recorded May 16, 1997 in Book 1268 at Page 476 of the Moore County Registry. The property description contained in said deed is hereby incorporated by reference.

4. That the estate or interest acquired in or across said lands taken are described in Exhibit "B" of said Complaint and Declaration of Taking.

This the 1st day of October, 2012.

ROY COOPER
Attorney General



E. Burke Haywood
Special Deputy Attorney General

Project No.: 34923.2.2
Parcel No.: 002
I.D. No.: U-3324

A.G. FILE NO. TR-12-00490

ORDINANCES
OTHER THAN
HISTORICAL PROPERTY
ORDINANCES

ORDINANCES OTHER THAN HISTORICAL PROPERTY ORDINANCES

Ordinances, other than historical property ordinances, should be cross-indexed in the name of the jurisdiction adopting the ordinance. The name of the jurisdiction should be placed in the grantor and grantee indexes. Information regarding the purpose of the ordinance may be placed in the description column or field.

On the following example:

Grantors: TOWN OF ABERDEEN
CAMPBELL KENNETH

Grantees: TOWN OF ABERDEEN
CAMPBELL KENNETH

*Jerry Aberdeen
PO Box 785
Aberdeen, NC 28315*

BOOK 3464 - PAGE 159
FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
September 03, 2008 10:26:54 AM
Book 3464 Page 159-161
FEE: \$20.00
INSTRUMENT # 2008014239



INSTRUMENT # 2008014239

T.C. Morphis, Jr.
The Brough Law Firm
1829 E. Franklin St., Suite 800-A
Chapel Hill, NC 27514

Owner(s): Kenneth Campbell
PIN: 856020817933

**AN ORDINANCE ORDERING THE TOWN OF ABERDEEN BUILDING INSPECTOR
TO PROCEED TO EFFECTUATE THE PURPOSE OF THE ABERDEEN MINIMUM
HOUSING CODE AND THE G.S. § 160A-443**

WHEREAS, on May 27, 2008 the Town of Aberdeen Building Inspector conducted a thorough inspection of the dwelling unit located on the property identified in the Moore County Tax Records as LRK 47580 and PIN 856020817933 and having a street address of Sanborn Street, Aberdeen, N.C. Said property is owned by Kenneth Campbell (the "Owner"), as evidenced by that deed recorded in the Moore County Registry at Deed Book 1309, Page 409; and

WHEREAS, the Town of Aberdeen Building Inspector found that the dwelling unit was unfit for human habitation; and

WHEREAS, on May 28, 2008 the Town of Aberdeen Building Inspector served upon the Owners and parties of interest in such dwelling a complaint stating the charges in that respect and containing a notice of a hearing to be held before the inspector;

WHEREAS, a duly noticed hearing was held on June 23, 2008 before the Building Inspector at the Town of Aberdeen Municipal Building; and

WHEREAS, the Town of Aberdeen Building Inspector found the dwelling unit to be unfit for human habitation, stated his findings of fact in support of that determination, and issued and served upon the owner thereof an order to remove or demolish the structure within thirty (30) days of receipt of such order;

WHEREAS, the Owner has failed to comply with the order to remove or demolish the dwelling, and to date no action has been taken to comply with said order;

BOOK 404 - PAGE 100

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Aberdeen, North Carolina that:

1. By virtue of the authority granted by Aberdeen Code of Ordinances Chpt. 153, "Minimum Housing Standards," and by G.S. § 160A-443, the Town of Aberdeen Building Inspector is hereby ordered to cause the aforementioned dwelling unit to be removed or demolished, as provided in the original order of the Inspector;

2. Pending removal or demolition, the Town of Aberdeen Building Inspector shall place a placard on such dwelling with the following words: "This building is unfit for human habitation, the use or occupation of this building for human habitation is prohibited and unlawful";

3. This ordinance shall be recorded in the Moore County Registry; and

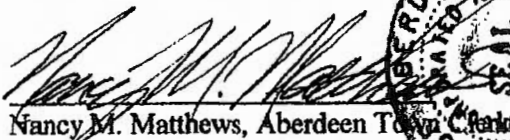
4. As provided by Aberdeen Code of Ordinances § 153.155 and by G.S. § 160A-443(6), the cost of any vacating and closing or removal or demolition caused to be made by the Inspector shall be a lien against the real property upon which such cost was incurred and upon any other real property of the Owner located within the Town limits, except for the Owner's primary residence.

Adopted this 31st day of July, 2008.



Robert Farrell, Mayor Pro Tem

ATTEST:


Nancy M. Matthews, Aberdeen Town Clerk



Town of Aberdeen

COMMISSIONERS
ROBERT FARRELL
PAT ANN McMURRAY
DONNA SHANNON
JAMES W. THOMAS
WALTER H. WRIGHT

ELIZABETH B. MOFIELD, Mayor

BILL ZELL, Town Manager

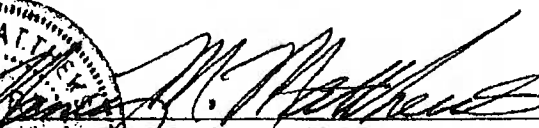
NANCY M. MATTHEWS, Town Clerk



August 25, 2008

I, Nancy M. Matthews, Town Clerk for the Town of Aberdeen, do hereby certify that the attached is a true and original copy of An Ordinance Ordering the Town of Aberdeen Building Inspector To Proceed To Effectuate The Purpose Of The Aberdeen Minimum Housing Code And G.S. 160A-443/Kenneth Campbell, was unanimously adopted by the Board of Commissioner of the Town of Aberdeen at their regular meeting held Thursday, July 31, 2008.

IN WITNESS THEREOF, I have hereunto set my hand and have caused the official corporate seal of the Town of Aberdeen to be affixed this 25th day of August, 2008.


Nancy M. Matthews, CMC
Town Clerk



TERMINATION

OF

FUTURE

ADVANCES

TERMINATION OF FUTURE ADVANCES

The following Termination of Future Advances qualifies as a subsequent instrument because it seeks to modify a previously recorded deed of trust. A subsequent instrument must be indexed in accordance with G.S. 161-14-1.

On the following example:

Grantors: CARTER COY D. (Original grantor)
CARTER MARIE B. (Original grantor)
UNITED CAROLINA BANK (Signatory)

Grantees: UNITED CAROLINA BANK (Original beneficiary)
PRICE W. T. TR (Original trustee)

Note:

Each index entry must contain a reference to the recording data of the previously recorded instrument if it is provided. The original book and page number appears in the description column or field.

STATE OF NORTH CAROLINA)
)
COUNTY OF DUPLIN) Loan No. _____

THIS IS TO CERTIFY that the total outstanding balance of all obligations, the payment of which is secured by that certain instrument executed by COY D. CARTER and wife, MARIE B. CARTER, to W. T. Price, Trustee for United Carolina Bank, future advance Deed of Trust up to \$93,000.00, dated March 27, 1991, recorded in Book 1054, at page 419 in the Office of the Register of Deeds for Duplin County, is \$ 46,837.87, of which the sum of \$ 46,754.93 represents unpaid principal.


United Carolina Bank certifies that no additional future advances will be made under the aforesaid instrument, except such expenses as it may become necessary to advance to preserve the security now held, such as advances for real estate taxes, property insurance premiums, reasonable attorney fees, and essential repairs.

This statement is furnished pursuant to the request of the makers of the aforesaid deed of trust and in accordance with the provisions of Section 45-72 of the General Statutes of North Carolina.

This the 31st day of March, 1994.

UNITED CAROLINA BANK

BY: J. Grey Morgan
J. GREY MORGAN, Vice-President

ATTEST:

 FAYE H. WOOD, Asst. Cashier

NORTH CAROLINA
DUPLIN COUNTY

I, a Notary Public of Duplin County, North Carolina, do hereby certify that FAYE H. WOOD, personally appeared before me this day and acknowledged that she is Asst. Cashier of UNITED CAROLINA BANK, a banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by herself as the Asst. Cashier.

Witness my hand and notarial seal this 31 day of March, 1994. My commission ex-

Patricia Inady Brown
Notary Public

WILL
RENUNCIATION

WILL RENUNCIATION

G.S. 31B-2(d) provides instructions on indexing these documents. The instrument is indexed on the grantor index in the name of the deceased owner and also in the name of the person renouncing his/her interest.

On the following example:

Grantors: MOORMAN MARY YARBOROUGH
MOORMAN WALTER C.

Grantees: NONE

01646 00115

NORTH CAROLINA

FILED THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION

CUMBERLAND COUNTY

00 JUL 18 PM 4:32

BEFORE THE CLERK 2000 AUG -2 P 12:19

GEORGE T. GRIFFIN C.S.C.

FILE NO.: 00-E-455

DEPUTY
CLERK OF SUPERIOR COURT

FILM NO.:

MRS. JUDITH H. ADAMS
REGISTER OF DEEDS
MOORE COUNTY, N.C.

In the Matter of the Estate of]

MARY YARBOROUGH MOORMAN,]

Deceased]

STATEMENT OF RENUNCIATION

The undersigned, Walter C. Moorman, intending to renounce as set forth below, says:

1.

Mary Yarborough Moorman died February 22, 2000.

2.

The undersigned would have received the following property or interests in property, [among other interests] as surviving tenant by the entirety of Mary Yarborough Moorman:

1. A one-half [1/2] undivided interest in Lot 52A STONELEIGH VILLAS, Section Three, Phase II, according to a plat of same duly recorded in Book of Plats 56, Page 41, Cumberland County Registry, such property have been conveyed to Walter C. Moorman and wife, Mary Y. Moorman by deed recorded in Book 3924, Page 664, Cumberland County, North Carolina Registry.
2. A one-half [1/2] undivided interest in Lots 14[A&B] and 15[A&B] in a Subdivision known as STONELEIGH VILLAS, SECTION II, according to a plat of same duly recorded in Book of Plats, 52, Page 39, Cumberland County Registry, such property having been conveyed to Walter C. Moorman and wife, Mary Y. Moorman by deed recorded in Book 2923, Page 671 Cumberland County, North Carolina Registry. and is subject to the restrictive covenants and easements as are referred to in such deed.
3. A one-half [1/2] undivided interest in those certain lots situated in Sandhill Township, Moore County, North Carolina and being Lot Nos. 7 and 11 as shown on the map entitled, "Sandhurst, Section Six, Property of Moorman & Kizer, Inc.", Sandhill Township, Moore County, North Carolina, dated July 1986, made by Moorman & Kizer, Inc., Engineers, Planners and Surveyors, said map being recorded in the Office of the Register of Deeds for Moore County, North Carolina, in Plat Cabinet 3, Slide 256.

This property is subject to easements of record and to the protective

MAIL: ROSE RAY OCONNOR MANNING & MCCAULEY, PA
PO BOX 1239
FAYETTEVILLE, NC 28302

011249

covenants set forth in a Declaration of Protective Covenants dated March 20, 1987, by Moorman & Kizer, Inc., recorded in the Office of the Register of Deeds for Moore County, North Carolina, Book 558, Page 562, as amended by Amendment recorded in the Moore County, North Carolina, Registry, Book 755, Page 041. This property was conveyed to Walter C. Moorman and wife, Mary Y. Moorman by deed recorded in Book 867, Page 370, Moore County, North Carolina Registry.

4. All of LOTS THIRTEEN [13] and FOURTEEN [14], Block One Hundred Fifteen [115], of the plan of the Town of Long Beach, a map of which appears of record in Map Book 2½ at Pages 182-189, Records of Brunswick County, such property having been conveyed to Walter C. Moorman and wife, Mary Y. Moorman by deed recorded in Book 180 at Page 188, Brunswick County, North Carolina Registry.

Walter C. Moorman retains a one-half [1/2] undivided interest in the above four (4) properties, while renouncing the right to receive the one-half [1/2] interest of Mary Yarborough Moorman in each such property. As a result of this renunciation, the one-half [1/2] interest of Mary Yarborough Moorman will pass pursuant to the Will of Mary Yarborough Moorman rather than outright to Walter C. Moorman.

3.

The undersigned would have received the following property or interests in property by reason of it being held in a joint account at A.G. Edwards, the account being held in the joint names of Walter C. Moorman and Mary Y. Moorman with rights of survivorship:

1.	48 shares Alltel Corp Common Stock [\$60.6255/share]	\$2,910.02
2.	6570.3 units Centennial Money Market Fund [\$1/unit]	6,570.30
3.	400 shares Avid Technology [\$14.25]	57,000.00
4.	52 shares Delphi Automotive System [\$17.13]	890.50
5.	200 shares Electronics For Imaging Corp [\$48.9375]	9,787.50
6.	75 shares General Motors [\$73.5005]	5,512.54
7.	300 shares Intuit [\$61.1875]	18,356.25
8.	100 shares Sears [\$28.1565]	2,815.65
9.	400 shares Sprint Cor [FON Group] [\$63.1875]	25,275.00
10.	200 shares Sprint Corp [PCS Group] [\$44.6565]	<u>8,931.30</u>

Total Value	<u>\$86,746.06</u>
-------------	--------------------

The effect of the undersigned's renunciation as to the aforesaid interests is that the undersigned would retain one-half [1/2] of the shares or units and the one-half [1/2] of such shares or units that would have passed to the undersigned as surviving joint tenant shall instead pass pursuant to the Will of Mary Yarborough Moorman.

01646 00117

4.

The undersigned does hereby declare his intent to renounce in whole the interest in the property that he would have received pursuant to Paragraph 2 above, as surviving tenant by the entirety of Mary Yarborough Moorman, and the interest in the property in Paragraph 3 above, that he would have received as joint tenant with rights of survivorship, to the effect that the property renounced will pass pursuant to the Will of Mary Yarborough Moorman, rather than to him pursuant to operation of law or by contract.

5.

This Statement of Renunciation is filed within the time provided by statute.

6.

The undersigned has not taken or done, nor contracted to take or do, any act which would waive or bar his right of renunciation.

7.

A copy of the Statement of Renunciation has been received by the undersigned, as personal representative [Executor] of the Estate of Mary Yarborough Moorman.

This the 6th day of July, 2000.

Walter C. Moorman
WALTER C. MOORMAN, Renouncer

NORTH CAROLINA

CUMBERLAND COUNTY

I, RENÉE H. SANDERSON, a Notary Public in and for said County and State, do hereby certify that WALTER C. MOORMAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6th day of July, 2000.



Renée H. Sanderson
NOTARY PUBLIC

Commission expires: 03/04/2001

WAIVER OF OPTION

TO

PURCHASE

WAIVER OF OPTION TO PURCHASE

The following Waiver of Option to Purchase is a subsequent instrument.
Subsequent instruments must be indexed in accordance with G.S. 161-14.1.

On the following example:

Grantors: GENESIS CONDOMINIUM OWNER'S ASSOCIATION, INC.
GENESIS CONDOMINIUMS
BARNES VICKI L.*
WILLIAMS JOYCE C.*

Grantees: GENESIS CONDOMINIUM OWNER'S ASSOCIATION, INC.
GENESIS CONDOMINIUMS
BARNES VICKI L.*
WILLIAMS JOYCE C.*

*The capacity of Vicki L. Barnes and Joyce C. Williams could not be determined;
therefore the names are cross-indexed.

**Note: If the original capacity of the parties can be determined, cross indexing
may not be required.**

**Note: Each index entry must contain a reference to the recording data of the
previously recorded instrument if it is provided.**

Rt. Phillips

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

This Waiver of Option to purchase is executed this 13th day of OCTOBER, 1994 by Genesis Condominiums Owner's Association, Inc., for Vicki L. Barnes selling owner of the real property hereinafter described;

Whereas, Paragraph 22 of the Declaration of Unit Ownership for Genesis Condominiums appearing in Book UO-18, Page 337, Carteret County Registry, as amended, provides the Genesis Condominiums Owner's Association, Inc. with the option to purchase the condominium unit of any owner desiring to sell at the same price and on the same terms as the highest bona fide offer made to said owner; and

Whereas, Vicki L. Barnes, selling owner of Unit 72 Genesis Condominiums, as is more particularly described in the Declaration of Unit Ownership described above, as amended, desires to sell said condominium unit to Joyce C. Williams.

Now therefore, Genesis Condominium Owner's Association, Inc. waives its right to purchase the aforesaid Unit 72 Genesis Condominium, at the same price and upon the same terms as offered by Vicki L. Barnes, and said sale may occur in compliance with the aforesaid provisions of the Declaration of Unit Ownership for Genesis Condominiums.

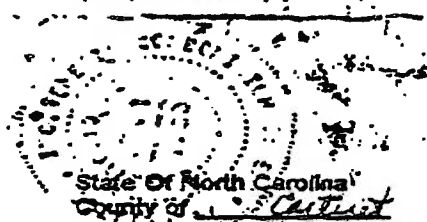
Genesis Condominium Owner's
Association, Inc.

BY: *L. E. White*
President

Attest:

Eileen D. Huber
Secretary

(Corporate Seal)



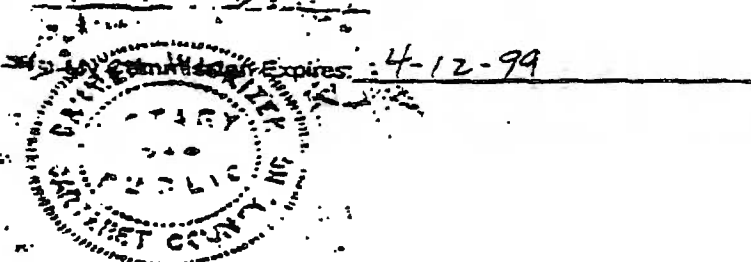
State Of North Carolina
County of Carteret

I, *Carmen Winkler* a notary public of the aforesaid County and State, do hereby certify that *Eileen D. Huber* personally appeared before me this day and acknowledged that she he/she is the Secretary of Genesis Condominiums Owner's Association, Inc. a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its ✓ President, sealed with its corporate seal and attested by its ✓ Secretary.

Witness my hand and notarial seal this 28th day of October, 1994.

Carmen Winkler
Notary Public

(SEAL) -



IX - 9 - B

BOOK - 748 PAGE 204 6

CERTIFICATE

OF

DEFAULT

CERTIFICATE OF DEFAULT

The following certificate of default was recorded to provide public notice of a default on an interval ownership contract. The certificate of default refers to the interval ownership contract that was previously recorded. The names of the buyers and sellers should be indexed on the grantor index. The original book and page number may be shown in the description column or field.

On the following example:

Grantors:

BLACKWELDER WALTER G. JR

BLACKWELDER KAYE P.

SANDS DEVELOPMENT NORTH CAROLINA, INC.

FAIRFIELD IN THE CAROLINAS, INC.

FAIRFIELD COMMUNITIES, INC.

SANDS VILLA RESORT

FAIRFIELD ACCEPTANCE CORPORATION

Grantees:

NONE

WHEREAS, on the 2nd day of August, 1986 Sands Development North Carolina, Inc., Fairfield in the Carolinas, Inc., or Fairfield Communities, Inc., as Seller and Walter G. Blackwelder, Jr. and Kaye P. Blackwelder

of 5101 Inverness Drive Durham, NC 27712

as Buyer entered into an Interval Ownership Contract for the purchase of Interval Unit Week(s) 24, Unit 422, in Sands Villa Resort, located in Atlantic Beach, Carteret County, North Carolina, which contract was recorded on the 11th day of September, 1986 in U.O. Book 61 at Page 325, in the Office of the Register of Deeds, Carteret County, North Carolina, and,

WHEREAS, Buyer, who has now defaulted pursuant to the terms of said contract, has specifically authorized Seller pursuant to the default section of said contract to record this Certificate of Default and thereby terminate Buyer's interest therein; and

WHEREAS, by instrument recorded in Book U.O. 724, at Page 704, Sands Development North Carolina, Inc., assigned its interest in said contract to Fairfield in the Carolinas, Inc., and Fairfield Acceptance Corporation as its interest may appear, and Fairfield in the Carolinas, Inc., has been merged with Fairfield Communities, Inc.

NOW, THEREFORE, pursuant to the authority granted in the aforementioned contract the Buyer's interest in the above referenced contract is hereby effectively and forever terminated.



FAIRFIELD COMMUNITIES, INC.

Attest: Zeta B. Bratton Assistant Secretary

[Signature] Assistant Vice President

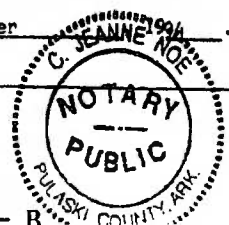
STATE OF ARKANSAS
COUNTY OF PULASKI

I, C. Jeanne Moe, a Notary Public in and for said County and State, do hereby certify that on the 15th day of November, 1984, before me personally came Paul A. Lipsmeyer with whom I am personally acquainted, who, being by me duly sworn, says that he or she is the Assistant Vice President and that Zeta B. Bratton is the Assistant Secretary of Fairfield Communities, Inc., the corporation described in and which executed the foregoing instrument; that he or she knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal; and that the name of the corporation was subscribed thereto by said Assistant Vice President; and that said Assistant Vice President and Assistant Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation; and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this 15th day of November

My Commission Expires: 10-15-96

BOOK 749 PAGE 805



BANKRUPTCY

ORDER

BANKRUPTCY ORDER

The indexing instructions in item seven on page two of the following Bankruptcy Order state that the Order shall be indexed in the same manner as a modification of a deed of trust. The parties to the original deed of trust are listed on page one. All parties to the deed of trust must be indexed as grantors and as grantees.

On the following example:

Grantors: FIRST UNION MORTGAGE CORPORATION
MACO HOMES, INC.
POPE CLAUDE E. TR

Grantees: FIRST UNION MORTGAGE CORPORATION
MACO HOMES, INC.
POPE CLAUDE E. TR

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

MAR 21 1995

IN RE:

MACO HOMES, INC.,

CASE NO. 94-30427 A. WALLACE
CHAPTER 11 Debtor's Clerk

JUDGEMENT ENTERED ON MAR 21 1995

AMENDED

ORDER RESOLVING LIMITED OBJECTION TO CLAIM AND
MODIFICATION OF DEED OF TRUST

First Union Mortgage Corporation, Secured Party
Maco Homes, Inc., Debtor
Claude E. Pope, Trustee
Property Address: 7016 Ludwig Drive
DOT Recording Information: Book 3462, Page 98 Mecklenburg
ROD

This matter came before the Court on February 28, 1995 at 3:00 p.m. in the United States Bankruptcy Court for the Western District of North Carolina, 401 West Trade Street, Charlotte, North Carolina 28202 on Southern National Bank of North Carolina's ("SNB") Limited Objection to Claims (the "Objection") filed on February 16, 1995. That portion of the Objection relating to First Union Mortgage Corporation ("Lender") was resolved by the entry of an Order on March 3, 1995. SNB and Lender have now approached the Court to amend its March 3 Order.

Based upon the request of the parties, the Court enters the following Order which is intended to amend and replace in its entirety this Court's March 3 Order relating only to First Union Mortgage Corporation:

1. The amount of the note (the "Note") which is currently held by Lender and secured by 7016 Ludwig Drive, Charlotte, North Carolina (the "Property") is made up of \$16,025.07 in principal, \$1,664.06 in interest through February 28, 1995, \$1,783.39 in other costs, for a total of \$19,472.52 as of February 28, 1995.

2. The interest rate on the Note from the date hereof through February 28, 1996, shall be nine percent (9%) per annum based on a three hundred sixty-five (365) day year, the announced prime rate of interest of United Carolina Bank ("UCB") on February 8, 1995. The Note shall be amortized over a 15 year period beginning March 1, 1995.

mmf

3. The first payment on the Note, as modified by the debtor's Second Amended Plan of Reorganization filed January 10, 1995 (the "Plan") and as further modified by this Court's Order Confirming Plan entered on February 17, 1995 (the "Confirmation Order") shall be due on March 10, 1995, and on the 10th day of each month thereafter through February 10, 1996, shall be made by SNB and shall be for \$300.44, broken into principal and interest of \$197.50, taxes of \$78.50, and insurance of \$24.44.

4. The interest rate on the note shall be adjusted each year as of February 8, 1996, 1997, 1998, and 1999 and shall be as follows:

<u>Interest Adjustment</u> <u>Date</u>	<u>Interest Rate</u>	<u>Applicable Period</u>
February 8, 1996	UCB prime plus .5%	March 1, 1996 through February 28, 1997
February 8, 1997	UCB prime plus 1%	March 1, 1997 through February 28, 1998
February 8, 1998	UCB prime plus 1.25%	March 1, 1998 through February 28, 1999
February 8, 1999	UCB prime plus 1.5%	March 1, 1999 through end of term

5. The Note shall be reamortized effective as of the March payment each year over the remaining balance of the original 15 year term.

6. The Note may be called by the Lender and be due and payable in full on February 28, 2000 if SNB receives notice from Lender no later than August 28, 1999 of the exercise of such call.

7. The Deed of Trust referred to on the face of this Order, which Deed of Trust was filed with the Mecklenburg County of Register of Deeds in Book 3462, Page 98 is hereby modified to the extent necessary to comply with the terms of this Order. The Mecklenburg County ROD shall accept a certified copy of this Order for filing and shall properly index this Order as it would a modification of a deed of trust.

8. This Court shall retain jurisdiction to resolve any dispute regarding the implementation, execution, performance, consummation, or interpretation of the debtor's plan and the terms of this Order.

This 21st day of March, 1995.

/S/ MARVIN R. WOOTEN

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
U. S. BANKRUPTCY COURT

Marvin R. Wooten
United States Bankruptcy Judge

J. PACE CHURCH

WESTERN DISTRICT OF NORTH CAROLINA

BY: J. Pace

DEPUTY CLERK

DATE: MAR 21 1995

DECREE
AND
JUDGMENT
OF
FORFEITURE

DECREE AND JUDGMENT OF FORFEITURE

This instrument is indexed in the same manner as a court order. The names of the plaintiffs and the names of the defendants should be indexed as grantors and grantees.

On the following example:

Grantors: UNITED STATES OF AMERICA
PRATT EULALIA LINA

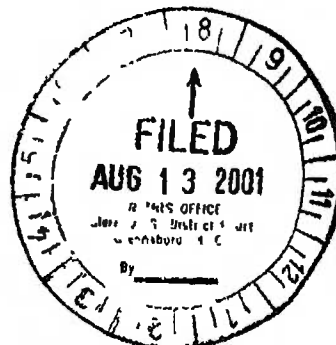
Grantees: UNITED STATES OF AMERICA
PRATT EULALIA LINA

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

UNITED STATES OF AMERICA, : CIVIL NO. 1:00CV00231
Plaintiff, :

v. :

2.16 ACRES LOCATED NEAR THE :
INTERSECTION OF S.R. 1405 AND :
S.R. 1403, SHEFFIELD TOWNSHIP, :
MOORE COUNTY, NORTH CAROLINA, :
WITH ALL APPURTENANCES AND :
IMPROVEMENTS THEREON, :
Defendant. :



DECREE AND JUDGMENT OF FORFEITURE

On March 8, 2000, a Verified Complaint of Forfeiture against the defendant property was filed on behalf of the plaintiff, United States of America

It appearing that process was fully issued in this action and returned according to law.

That pursuant to a Warrant for Arrest issued by this Court on March 13, 2000, the United States Department of Treasury for the Middle District of North Carolina posted the defendant property on February 28, 2001,

Notice of said forfeiture action was published on February 20, February 27 and March 6, 2001, in the Fayetteville Observer, a newspaper published in Cumberland County, North Carolina

On April 23, 2001, Eulalia Lina Pratt and all other persons and entities having an interest in the defendant property were defaulted for failure to file a claim or answer or otherwise defend

A True Copy
Teste
J. P. Creechmore, Clerk
By *[Signature]*
Deputy Clerk

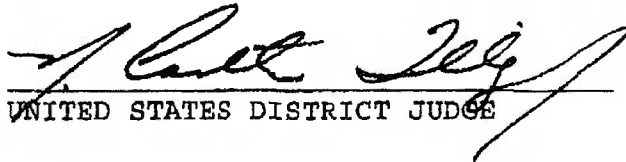
as provided for in Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims

NOW, THEREFORE, on motion of the plaintiff, United States of America, for a Decree and Judgment of Forfeiture, it is hereby

ORDERED, ADJUDGED AND DECREED that pursuant to Rule 55, Federal Rules of Civil Procedure, the defendant property shall be forfeited to the United States of America, and no right, title or interest in the property shall exist in any other party

IT IS FURTHER ORDERED that a copy of this Decree and Judgment shall be recorded in the Moore County Register forthwith by the Department of Treasury or its duly authorized designee

This the 13th day of August, 2001


UNITED STATES DISTRICT JUDGE

D/LAB

19

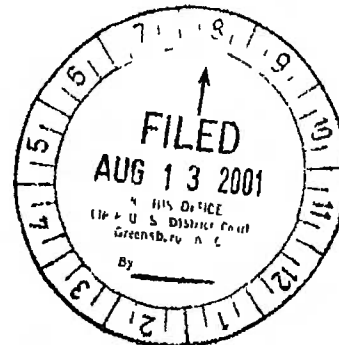
IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

UNITED STATES OF AMERICA,
Plaintiff,

CIVIL NO. 1:00CV00231

v

2.16 ACRES LOCATED NEAR THE
INTERSECTION OF S.R 1405 AND
S.R 1403, SHEFFIELD TOWNSHIP,
MOORE COUNTY, NORTH CAROLINA,
WITH ALL APPURTENANCES AND
IMPROVEMENTS THEREON,
Defendant.

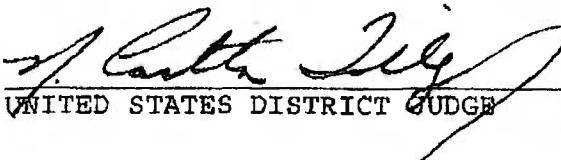


CERTIFICATE OF REASONABLE CAUSE

This cause comes before the Court upon Plaintiff's Motion For a Certificate of Reasonable Cause. Having reviewed the Verified Complaint and all relevant records in this case, the Court hereby finds, pursuant to 28 U.S.C § 2465, that there was reasonable cause for this forfeiture action; and accordingly, it is

ORDERED, ADJUDGED, and DECREED that the United States of America had reasonable cause for initiating and prosecuting this forfeiture action and this Order shall constitute a Certificate of Reasonable Cause for the purposes of 28 U S C. § 2465

This the 13th day of August, 2001


UNITED STATES DISTRICT JUDGE

GRAVE
REMOVAL
CERTIFICATE

GRAVE REMOVAL CERTIFICATE

When an interred body is moved, a certificate stating the removal facts must be filed with the register of deeds in both the county where the old grave was located and the county of reburial, if that is a different county. The certificate should contain the name of deceased (if known), descriptions of old and new grave sites, legal basis for removal and re-interment among other information. The filing fee is the same as for instruments in general (G.S. 161-10(a) (1) but the certificate and any attachments would not be subject to the Non-Standard Document fee. Forms for the certificate of removal and instructions for registering and indexing certificate are prescribed by Vital Records. The certificate and any attachments may be recorded in the consolidated document book and indexed in the consolidated real property index.

Grantor: NAME OF CEMETERY OF DISINTERMENT
 NAME OF CEMETERY OF REINTERMENT
 NAME OF DECEDENT

Grantee: NAME OF CEMETERY OF DISINTERMENT
 NAME OF CEMETERY OF REINTERMENT
 NAME OF DECEDENT

REMOVAL OF GRAVES CERTIFICATE
(AUTHORITY G.S. 65-106)

TYPE OR WRITE PLAINLY WITH BLACK INK — THIS IS A PERMANENT RECORD.

Further instructions on reverse side.

DESCRIPTION OF GRAVE SITES		DISINTERMENT SITE	REINTERMENT SITE
Name of county			
Name of nearest city or town			
Name of cemetery			
Address and other precise description of location (attach maps)			
Date removal completed	Basis for removal:	Complete name and address of party effecting the removal:	

I certify that this is a precise description of the location of graves listed on this certificate and on the attachments.

(Date)

(Signature of party effecting removal)

INDIVIDUAL GRAVE IDENTIFICATION — Enter below the full name for each decedent. If unknown, so state and give additional facts if available.

NAME OF DECEDENT	DATE OF DEATH	DATE OF BIRTH	ADDITIONAL FACTS
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

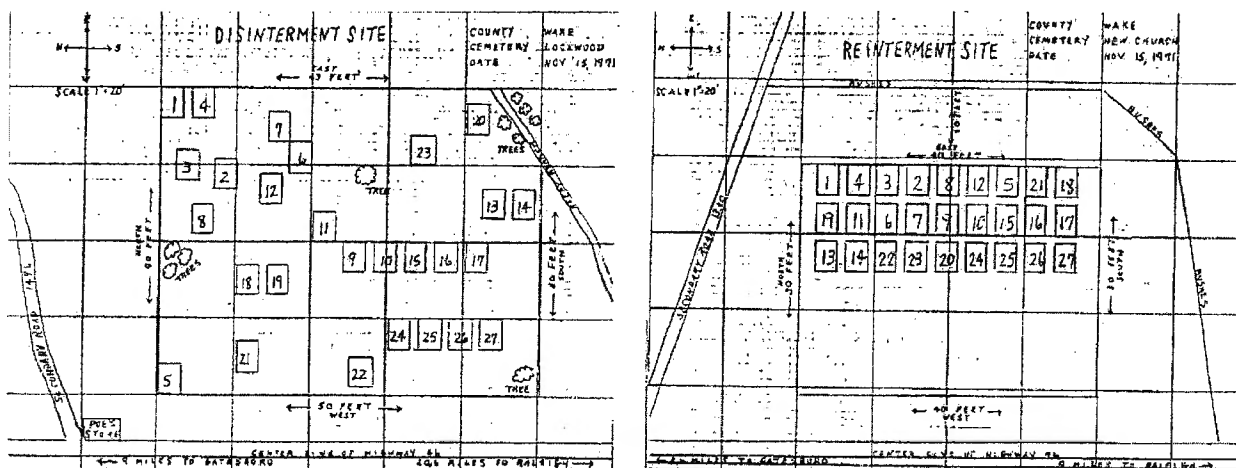
Additional pages may be attached to continue the listing of decedents and pertinent data.

MARGIN RESERVED FOR BINDING

TO THE PARTY EFFECTING REMOVAL: This completed certificate with maps attached must be filed with the register of deeds in the county of disinterment and in the county of reinterment within 30 days after completion of the removal and reinterment.

- A. **PURPOSE:** To permanently record the facts pertaining to relocation of graves.
- B. **PREPARATION AND FILING:** The party effecting the removal shall (1) complete the certificate form by typing or writing plainly with black ink; (2) list the name of each decedent, if known; otherwise, enter as much identifying information as may be reasonably determined; (3) use continuation sheets of the same format as the list on the certificate to list additional names as necessary; (4) file the certificate with maps and continuation sheets attached with the Register of Deeds in the county of disinterment and also in the county(s) of reinterment within 30 days after completion of the reinterment; (5) pay the Register of Deeds of each county in which such certificate is filed for registration a fee of twenty-six dollars (\$26.00) for each page.
- C. **MAPS:** The party effecting removal shall prepare a map of both the disinterment and reinterment sites. The map must precisely describe the disinterment and reinterment sites in such a manner that a layman can easily identify the location of each site. The maps shall include county, nearest city or town, public road or intersection of roads in the vicinity, and any other information which would be helpful in locating the sites. The graves must be noted and numbered. The names must be listed on the certificate by number, which corresponds with the numbers on the map. The map should be prepared on the same size paper as the certificate whenever possible. A scale of one inch equals 10 or 20 feet is suggested.

SAMPLE MAPS



- D. **FILING AND INDEXING THE CERTIFICATE AND ATTACHMENTS:** The Register of Deeds shall (1) place the certificate with attachments in a loose-leaf binder or other appropriate medium; (2) cross-index the certificates by name of cemetery of disinterment and reinterment. This requirement does not preclude additional cross-indexing of the Removal of Graves Certificates by name of decedent when known, provided that such cross-indexing shall be an option of the Register of Deeds and imposes no extra charge to the party effecting removal; (3) retain the certificates and attachments permanently. In counties using microfilm for recording various documents such as deeds and deeds of trust, these certificates may be processed as the other records.

Further copies may be obtained from the county Register of Deeds office.

Forms may be ordered from: N.C. Vital Records
1903 Mail Service Center
Raleigh, NC 27699-1903

DECLARATION
OF
INTENT

TO

AFFIX MANUFACTURED
HOME

DECLARATION OF INTENT TO AFFIX
MANUFACTURED HOME

G.S. 47-20.7

Property owner may record a declaration of intent to affix a manufactured home to the real property.

Grantor: Name of property owner

Grantee: Lienholder (if named in Declaration)

On the following example:

Grantor: BROWN CORNELIA L.

Grantee: NONE

FOR REGISTRATION REGISTER OF DEEDS
 Judy D. Martin
 Moore County, NC
 August 17, 2012 04:50:15 PM
 Book 4069 Page 258-259
 FEE: \$26.00
 INSTRUMENT # 2012011859

11



INSTRUMENT # 2012011859

NORTH CAROLINA

DECLARATION OF INTENT
 TO AFFIX THE MANUFACTURED
 HOME TO REAL PROPERTY

MOORE COUNTY

(Pursuant to N.C.G.S. 47-20.7)

The undersigned Owners hereby certify and declare as follows:

1. We are the owners of that certain manufactured home described as follows:

Manufacturer - Make Cavalier
 Year/Model or Series 2011
 Vehicle Identification Number
 Serial Number CBG046102NC-AB
 Manufacturer's Certificate of Origin#

2. Said home has been or will be placed upon Real Property, which is owned by Owners pursuant to deed recorded in Book 3944, at Page 160, Moore County Registry, more particularly described as follows:

That certain tract or parcel of land lying and being situate in Carthage Township, Moore County, North Carolina, near the Town of Carthage, North Carolina, adjoining the lands of Gillis person, Billy Kelly and others and bounded as follows.

Beginning at a stake, 2 pines and a red oak pointers on the south side of the Troy Road, Gillis Person's corner (formerly Jesse Frye) and runs thence South 3 West 4 chains and 30 links to a a stake, his corner, thence South 83 West 2 chains and 37 links to a stake near Issac Rose's corner (now Billie Kelly's) thence North 3 East 4 chains and 12 links to the Troy Road; thence with said road to the beginning, containing one acre, more or less. For further reference see Book 3944, Page 160.

3. Its Owners' express intention that the Home be considered and treated as Real Property for all purposes, and that any conveyances of or encumbrances upon the Real Property shall include the Home as a permanent improvement thereto.

4. Either:

X (a) the Home has never been titled by the North Carolina Department of Transportation, Division of Motor Vehicles and the original Manufacturer's Certificated of Origin () is or (X) is not attached, or

— (b) the title has been surrendered and canceled by said Division of Motor Vehicles.

5. The Home has been or will hereafter be listed, assessed and taxed as real property for ad valorem taxes in the above County in which the Real Property is located. (N.C.G.S. 105-273(13)) All personal property taxes for the Home for years prior to the above have been paid in full pursuant to N.C.G.S. 105-355 and -356.

6. Any remaining lien is secured by a duly recorded deed of trust on the land, including permanent improvements. Any lien on the manufactured home shall be perfected and have priority in the manner provided for lien on real property.

Owners covenant that this Declaration may be relied upon by lenders, purchasers, attorneys certifying title to said property, Title Insurance companies insuring title to said Real Property (including the home as permanent improvement) and others dealing with said Owners, their successors and assigns unless and until an instrument severing the improvement is recorded in the aforesaid Registry.

IN WITNESS WHEREOF, the undersigned have set their hand(s) and seal(s), this the 17th day of August, 2012.

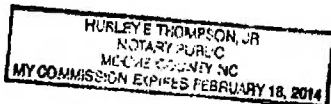
Cornelia L. Brown
Owner: Cornelia L. Brown

NORTH CAROLINA

MOORE COUNTY

I, Hurley E. Thompson, Jr, a Notary Public of the County and State aforesaid, certify that Cornelia L. Brown, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 17th day of August, 2012.



[Signature]
NOTARY PUBLIC

(SEAL)

My commission expires: 2/18/14.

AFFIDAVIT
FOR PERMANENT
ATTACHMENT OF TITLED
MANUFACTURED HOME
TO REAL PROPERTY

AFFIDAVIT FOR PERMANENT ATTACHMENT OF
TITLED MANUFACTURED HOME TO REAL
PROPERTY

G.S. 47-20.6

If the property owner has surrendered title to a manufactured home that is placed on real property and the title has been cancelled by the Division of Motor Vehicles under G.S. 20-109.2, the property owner or secured party having the first security interest in the manufactured home at the time of surrender shall record an affidavit described in G.S. 20-109.2 in the register of deeds where the real property is located.

Grantor: Name of property owner

Grantee: Lienholder (if named in Declaration)

On the example that follows:

Grantor: HARRIS EVELYN JEANETTE

Grantee: NONE

FOR REGISTRATION REGISTER OF DEEDS

Judy D. Martin
Moore County, NC
July 12, 2012 03:53:15 PM
Book 4052 Page 399-400
FEE: \$25.00
INSTRUMENT # 2012009995



INSTRUMENT # 2012009995

MVR-46G (Rev. 7/03)

North Carolina Division of Motor Vehicles

Affidavit For Removal Of Manufactured Home From Vehicle Registration Files

VEHICLE SECTION			
Year 1998	Make SPRI	Body Style mobile home	Title Number 773125990212909
Vehicle Identification (Serial) Number GAFLV34A26406SH12		Manufacturer	Model Name
OWNER SECTION			
Owner 1 ID # _____		Evelyn Jeanette Harris	
		Full Legal Name of Owner 1 (First, Middle, Last, Suffix) or Company Name	
Owner 2 ID # _____		JUL 02 2012	
		Full Legal Name of Owner 2 (First, Middle, Last, Suffix) or Company Name	
Residence Address (Individual) Business Address (Firm) 237 H T Kelly Road			
City and State Cameron NC		Zip Code 28326	Tax County MOORE
LIEN SECTION			
FIRST LIEN		SECOND LIEN	
Date of Lien	Lienholder ID #	Date of Lien	Lienholder ID #
Lienholder Name		Lienholder Name	
Address		Address	
City	State	City	State
Zip Code		Zip Code	
Affidavit of Registered Owner(s)			
I/We, the registered owner(s) of the above described manufactured home, hereby certify that moving hitch, wheels and axles have been removed and that the home has been placed upon a permanent foundation on land owned or leased according to G.S. 20-109.2 by me. The home is now to be considered real property. The deed to the land upon which the home is permanently affixed is described in deed recorded in _____			
451, Page 414 (or legal description is attached to this affidavit).			
I/We request that the North Carolina title number 773125990212909 be cancelled.			
Signature of Registered Owner(s): <u>Evelyn Jeanette Harris</u>			
Sworn and subscribed by <u>Evelyn Jeanette Harris</u> before me, a Notary Public, this the <u>28TH</u> day of <u>JUNE</u> 20 <u>12</u> . Further, I, <u>Hurley E. Thompson, Jr.</u> , a notary public of the above county and state, hereby certify that <u>Evelyn Jeanette Harris</u> personally came before me this day and acknowledged the due execution of this Affidavit.			
Notary Public: <u>Hurley E. Thompson, Jr.</u> My Commission Expires: <u>2/18/2014</u>			
Affidavit of Lienholder		Affidavit of the Division of Motor Vehicles	
I/We acknowledge and consent to the application for cancellation of the above described North Carolina title, that the home is now real property and that our lien is hereby released from the manufactured home. Any remaining lien is secured solely by a duly recorded deed of trust on the land, including permanent improvements.		This is to certify that the title for the above mentioned manufactured home has been cancelled with an indication that the home is now real property.	
Name and Signature of Lienholder		Branch Agent Signature: <u>Danny Baker</u>	
		Branch Office Number: <u>075</u> Date: <u>7/2/12</u>	

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MVR-46G (Rev. 7/03)

North Carolina Division of Motor Vehicles

Affidavit For Removal Of Manufactured Home From Vehicle Registration Files

VEHICLE SECTION			
Year 1998	Make SPRI	Body Style mobile home	Title Number 773123990214909
Vehicle Identification (Serial) Number GAFLV34B26406SH12		Manufacturer	Model Name
OWNER SECTION			
Owner 1 ID # _____		N.C.D.M.V.	
Full Legal Name of Owner 1 (First, Middle, Last, Suffix) or Company Name Evelyn Jeanette Harris		JUL 0 2 2012	
Owner 2 ID # _____		Full Legal Name of Owner 2 (First, Middle, Last, Suffix) or Company Name	
Residence Address (Individual) Business Address (Firm) 237 H T Kelly Road		BRANCH 75	
City and State Cameron NC		Zip Code 28326	Tax County MOORE
LIEN SECTION			
FIRST LIEN		SECOND LIEN	
Date of Lien	Lienholder ID #	Date of Lien	Lienholder ID #
Lienholder Name		Lienholder Name	
Address _____		Address _____	
City _____	State _____ Zip Code _____	City _____	State _____ Zip Code _____
Affidavit of Registered Owner(s)			
<p>I/We, the registered owner(s) of the above described manufactured home, hereby certify that moving hitch, wheels and axles have been removed and that the home has been placed upon a permanent foundation on land owned or leased according to G.S. 20-109.2 by me. The home is now to be considered real property. The deed to the land upon which the home is permanently affixed is described in deed recorded in <u>Moore</u> County Registry Book <u>451</u>, Page <u>414</u> (or legal description is attached to this affidavit).</p> <p>I/we request that the North Carolina title number <u>773123990214909</u> be cancelled.</p> <p>Signature of Registered Owner(s): <u>Evelyn Jeanette Harris</u></p> <p>Sworn and subscribed by <u>Evelyn Jeanette Harris</u> before me, a Notary Public, this the <u>28th</u> day of <u>JUNE</u>, 20 <u>12</u>. Further, I, <u>Hurley E. Thompson, Jr.</u>, a notary public of the above county and state, hereby certify that <u>Evelyn Jeanette Harris</u> personally came before me this day and acknowledged the due execution of this Affidavit.</p> <p>Notary Public: <u>Hurley E. Thompson, Jr.</u> My Commission Expires: <u>2/18/2014</u></p>			
<p style="text-align: center;">Affidavit of Lienholder</p> <p>I/we acknowledge and consent to the application for cancellation of the above described North Carolina title, that the home is now real property and that our lien is hereby released from the manufactured home. Any remaining lien is secured solely by a duly recorded deed of trust on the land, including permanent improvements.</p> <p>Name and Signature of Lienholder _____</p>		<p style="text-align: center;">Affidavit of the Division of Motor Vehicles</p> <p>This is to certify that the title for the above mentioned manufactured home has been cancelled with an indication that the home is now real property.</p> <p>Branch Agent Signature: <u>Dawn D. Babin</u></p> <p>Branch Office Number: <u>075</u> Date: <u>7/2/12</u></p>	

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X.

TORRENS

TORRENS

TORRENS

(revised 01/01/2000)

The information in the Torrens Section of the Internal Procedures Manual was compiled and prepared by Arthur E. Cockrell, Attorney at Law and Elaine G. Vann, Washington County Register of Deeds (retired). The Internal Procedures Committee extends our thanks for their excellent contribution.

NOTE: During the update of the Manual in 2014, there have been no changes made to the Torrens Law.

Revised 1/1/2000

“TORRENS”
NORTH CAROLINA ASSOCIATION OF
REGISTERS OF DEEDS

Compiled by:

Arthur E. Cockrell
Attorney at Law
Plymouth, NC

Elaine G. Vann
Register of Deeds
Washington County, NC

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Section 1. History of the Torrens Act (from NC Reports, Vol. 278, State v. Johnson)

The judicial system of registering titles to land was enacted in North Carolina by Chapter 90 of the 1913 Public Laws, now codified as Chapter 43 of the General Statutes. It is known generally as the Torrens Law. "The principle of the 'Torrens System' is conveyance by registration and certificate instead of by deed, and assimilates the transfer of land to the transfer of stocks in corporations." *Cape Lookout Company v. Gold*, 167 N.C. 63, 83 S.E. 3 (1914); Frederick B. McCall, *The Torrens System--After Thirty-Five Years*, 10 N.C.L. Rev. 329 (1932).

The Torrens Law authorizes any person in the peaceable possession of land in North Carolina who claims an estate of inheritance therein to "prosecute a special proceeding in rem against all the world in the superior court for the county in which such land is situate, to establish his title thereto, to determine all adverse claims and have the title registered." G.S. 43-6.

Such proceeding for the registration of title is commenced "by a petition to the court by the persons claiming, singly or collectively, to own or have the power of appointing or disposing of an estate in fee simple in any land, whether subject to liens or not." The petition must be signed and verified by each petitioner, must contain a full description of the land to be registered together with a plot of same by metes and bounds, must show when, how and from whom it was acquired, list all known liens, interests, equities and claims, adverse or otherwise, vested or contingent, and give full names and addresses, if known, of all persons who may be interested by marriage or otherwise, including adjoining owners and occupants. G.S. 43-8.

When such petition is filed the clerk is required to issue a summons directed to the sheriff of every county in which named interested persons reside, naming them as defendants. The summons is returnable as in other cases of special proceedings, "except that the return shall be at least sixty days from the date of summons." It must be served at least ten days before the return thereof and the return recorded in the same manner as in other special proceedings. G.S. 43-9.

The clerk is required, at the time of issuing the summons, to publish a notice of filing of the petition in some secular newspaper published in the county

wherein the land is situate, once a week for eight issues of such paper. The notice shall be addressed "To whom it may concern" and shall set forth the title of the proceeding, the relief demanded, and state the return day of the summons. "The provisions of this section, in respect to the issuing and service of summons, and the publication of the notice, shall be mandatory and essential to the jurisdiction of the court to proceed in the cause: Provided, that the recital of the service of summons and publication in the decree or in the final judgment in the cause, and in the certificate issued to the petitioner as hereinafter provided, shall be conclusive evidence thereof." G.S. 43-10.

The petition is then set for hearing upon the pleadings and exhibits filed. If any person files an answer claiming an interest in the land described in the petition, the matter is referred to the "examiner of titles" who hears the cause on such parol or documentary evidence as may be offered, makes such independent examination of the title as may be necessary, and files with the clerk a report of his conclusions of law and fact, setting forth the state of the title, together with an abstract of title to the lands. G.S. 43-11(a), (b). Any party to the proceeding may file exceptions to said report, whereupon the clerk must transmit the record to the judge of superior court for his determination. If title is found to be in the petitioner, "the judge shall enter a decree to that effect, ascertaining all limitations, liens, etc., declaring the land entitled to registration accordingly, and the same, together with the record, shall be docketed by the clerk of the court as in other cases, and a copy of the decree certified to the register of deeds of the county for registration as hereinafter provided." G.S. 43-11(c).

Judgment by default is not permitted. The court must require an examination of the title in every instance except as to parties who, by proper pleadings, admit petitioner's claim. If no answer is filed, the clerk must refer the matter to the examiner of titles anyway. If title is found in the petitioner, then the clerk enters a decree to that effect, declares the land entitled to registration, and certifies it for registration after approval by the judge of the superior court. G.S. 43-11(d).

"Every decree rendered as hereinbefore provided shall bind the land and bar all persons and corporations claiming title thereto or interest therein; quiet the title thereto, and shall be forever binding and conclusive upon and against all persons and corporations, whether mentioned by name in the order of publication, or included under the general description, 'to whom it may concern'; and every such decree so rendered . . . shall be conclusive evidence that such

person or corporation is the owner of the land therein described, and no other evidence shall be required in any court of this State of his or its right or title thereto." G.S. 43-12.

The county commissioners are required to furnish a book to the register of deeds, to be called "Registration of Titles," in which the register shall enroll, register and index (1) the decree of title mentioned in G.S. 43-11(c) and (d), (2) the copy of the plot contained in the petition, (3) all subsequent transfers of title, and (4) all voluntary and involuntary transactions in any wise affecting the title to the land, authorized to be entered thereon. G.S. 43-13. Upon the registration of such decree, the register of deeds is directed to issue an "owner's certificate of title," the form of which is prescribed, bearing a number which is retained as long as the boundaries of the land remain unchanged. G.S. 43-15; G.S. 43-16.

Every registered owner of land brought under the Torrens System (with certain exceptions not pertinent here) holds the land free from any and all adverse claims, rights or encumbrances not noted on the certificate of title. G.S. 43-18. And "[n]o title to nor right or interest in registered land in derogation of that of the registered owner shall be acquired by prescription or adverse possession." G.S. 43-21.

The only way to transfer or affect the title to registered land is by registration of the writing, instrument or document by which such transfer is accomplished. Thus no voluntary or involuntary transaction affects the title to registered lands until registered, *and the registration of titles book is the sole and conclusive legal evidence of title.* G.S. 43-22.

No decree of registration and certificate of title issued pursuant thereto prior to March 10, 1919, may be adjudged invalid, revoked or set aside unless the action or proceeding in which their validity is attacked be commenced, or the defense alleging the invalidity be interposed, before March 10, 1920. G.S. 43-26.

Any person claiming any right, title or interest in registered land adverse to the registered owner, arising after the date of the original decree of registration, may file with the register of deeds of the county in which such decree was rendered or certificate of title thereon was issued, a verified written statement setting forth fully the right, title or interest claimed, how or from whom it was acquired, referring to the number, book and page of the certificate of title of the

registered owner, together with a metes and bounds description of the land, and containing the adverse claimant's address and place of residence, and such statement must be noted and filed by the register of deeds. An action to enforce such claim may then be maintained provided it is commenced within six months of the filing of the statement. G.S. 43-27. If action is not timely commenced as required, the register of deeds must make a memorandum notation to that effect and cancel upon the registry the adverse claim so asserted. G.S. 43-28.

The sale and transfer, in whole or in part, of registered land is accomplished by the execution and acknowledgment of a paperwriting in the form set out in G.S. 43-31, which paperwriting has the full force and effect of a deed in fee simple. This paperwriting must be presented to the register of deeds together with the seller's certificate of title, and the transaction is then duly noted and registered in accordance with the provisions of the Torrens Law. G.S. 43-31; G.S. 43-32; G.S. 43-33; G.S. 43-37.

The other sections of the Act have no bearing upon the questions now before the Court. This summary of the pertinent parts of the Torrens Act shows that it "not only manifests a purpose on the part of the General Assembly to establish a title in the registered owner, impregnable against attack at the time of the decree, but also to protect him against all claims or demands not noted on the book for the registration of titles, and to make that book a complete record and the only conclusive evidence of the title." *Dillon v. Brocker*, 178 N.C. 65, 100 S.E. 191 (1919).

"The general purpose of the Torrens system is to secure by a decree of court, or other similar proceedings, a title impregnable against attack; to make a permanent and complete record of the exact status of the title with the certificate of registration showing at a glance all liens, encumbrances, and claims against the title; and to protect the registered owner against all claims or demands not noted on the book for the registration of titles. The basic principle of this system is the registration of the official and conclusive evidence of the title of land, instead of registering, as the old system requires, the wholly private and inconclusive evidences of such title." Frederick B. McCall, *The Torrens System-After Thirty-Five Years*, 10 N.C.L. Rev. 329 (1932); *Cape Lookout Co. v. Gold*, 167 N.C. 63, 83 S.E. 3 (1914); 8A Thompson on Real Property (Grimes Ed., 1963), § 4353.

Section 2. Manner of Registration (GS 43-13a)

The Register of Deeds shall register and index, as hereinafter provided, the decree of title and all subsequent transfers of title, and note all voluntary and involuntary transactions in any wise affecting the title to the land, authorized to be entered thereon in the real property records and indexes. All certificates of title to land in the county shall be numbered consecutively, which manner shall be retained so long as the boundaries of the property remain unchanged. (GS 43-16)

Section 3. Transfer of Whole Registered Estate (GS 43-31)

Instruments to be presented to Register of Deeds – original certificate of title, certificate of transfer and new certificate of title.

3.1 Certificate of Transfer

This is the instrument that conveys the title to the property under the Torrens System. This is signed and acknowledged by the owners. It is filed in the same manner as a deed. Revenue stamps are placed on the transfer.

3.2 New Certificate of Title

This will have the same registered number as the original certificate. The new certificate must show the same liens and encumbrances as listed on the original certificate. Items to check for are existing deeds of trust, judgments, rights of way and easements. If it does not list what is on the original certificate, do not issue the new certificate until the attorney adds this information. (Some attorneys may wish to cancel a deed of trust or file a release at the same time. Be sure to file

these papers first and make your notations on the original certificate. In this event, your new certificate of title need not list the deed of trust, judgment, etc. You will need to follow the procedures set out in Section 7 for noting the cancellation entry on the certificate of title.)

The Register of Deeds is responsible for determining that the new certificate of title contains a legal description of the property conveyed but is not responsible for verifying its accuracy. The new certificate must refer to where the original certificate is recorded by book and page and show the name of the previous owner. This is signed and sealed by the register of deeds and filed after the transfer.

3.3 Original Certificate of Title

Do not file anything if the original certificate or a court order is not presented. Once you see everything is in order you may cancel the old certificate and issue a new one. Also, if you have hard copy, go to your books where the certificate is recorded and stamp that copy. Your stamp should make reference to the book and page where the new certificate is recorded. The original certificate should be kept in your office. (GS 43-35) You will need to follow the procedures in Section 7 for re-recording the certificate after noting the cancellation.

Section 4. Transfer of Part of a Registered Estate

4.1 Conveyance of Undivided Interest (GS 43-32)

When conveying an undivided interest in a registered estate, the certificate of transfer shall accurately specify and describe the extent and amount of the interest transferred and of the interest retained, respectively. Instruments presented to the register of deeds should be the transfer, original certificate of title and two new certificates of title – one for each owner showing their respective interest. The new

certificates shall retain the same registered estate number. The original certificate is cancelled and retained by the register of deeds.

4.2 Conveyance of a Separate Lot (GS 43-33)

When conveying a separate lot or portion of the registered estate, a survey is required. The survey must show the lot or parcel being transferred. The certificate of transfer can describe the lot by metes and bounds or by reference to the map. Instruments presented to the Register of Deeds will be the transfer, map, original certificate of title and the two new certificates of title – one for the portion being conveyed and one for the portion being retained by the owner. The register of deeds is not responsible for verifying the accuracy of the legal description. In this case new numbers are assigned to the new certificates of title. You should have a record of numbers that have been assigned to each registered estate that has been filed in your office. (GS 43-16)

4.3 Subdivision of a Registered Estate (GS 43-34)

Any owner of a registered estate who may desire to subdivide the same may make application in writing to the Register of Deeds for the issuance of a new certificate of title for lot. A map clearly indicating the boundaries of the whole registered estate and of each lot for which he desires a new certificate of title shall be presented with the application. The register records the application and map, cancels the original certificate of title and issues certificates of title for each lot, each bearing a new number. The legal description can be described by metes and bounds or by reference to the map.

Again, before issuing the new certificates of title, make sure to check your original certificate for liens and encumbrances. These will have to be listed on your new certificate or have been released or cancelled.

Section 5. New Certificate Issued If Original Lost (GS 43-17)

Whenever an owner's certificate of title is lost or destroyed, the owner or his personal representative may petition the court for the issuance of a new certificate. Upon satisfactory proof that the certificate has been lost or destroyed, the court may direct the issuance of a new certificate of title. Instruments presented to the Register of Deeds should be a certified copy of the court order and the new certificate. Be sure to check the original certificate where it is on record in your office for any liens and encumbrances before issuing the new certificate.

Section 6. Issuance of Certificate Upon Death of Registered Owner (GS 43-17.1)

When an owner of a registered estate dies then a petition must be filed with the court for the issuance of a new certificate. A certified copy of the court order is filed with the Register of Deeds along with the new certificate of title. The original certificate is then cancelled.

Section 7. Voluntary and Involuntary Transactions, Judgments, Taxes

7.1 Voluntary and Involuntary Transactions (GS 43-13)

All voluntary or involuntary transactions shall be entered on the certificate of title. The certificate with the new entry shall be copied, re-recorded and indexed in the real property records in indexes. The copied certificate shall be indexed on the grantor index in the name of "Registered Estate No. ____" and on the grantee index in the name of the registered owner. Examples of voluntary transactions are deeds of trust, cancellations of deeds of trust, leases, timber deeds, release from torrens registration, cancellation of an existing certificate of title.

7.2 Judgments (GS 43-45)

It is the duty of the clerk of court upon request of any interested party to certify to the register of deeds that a judgment has been docketed in his office. The register shall make the notation of the lien on the record copy of the certificate of title and the encumbrance is valid against the registered estate from the time it is noted on the record copy. The register is authorized to recover the original certificate of title pursuant to GS 43-40 to note the entry of lien.

7.3 Delinquent Taxes (GS 43-46)

It is the duty of the tax collector to file an exact memorandum of the delinquency for nonpayment of taxes not later than June 30 following the date taxes become delinquent. If he fails to do so and there is a transfer of the title, the grantee shall acquire good title free

from such lien for taxes and the tax collector and his sureties shall be liable for payment of such taxes. The register shall enter the notice of the delinquency on the record copy of the certificate of title, and the tax lien shall be valid against the registered estate from the time it is noted on the record copy. The register of deeds shall enter the notice of the cancellation of the tax lien on the record copy of the certificate of title upon presentation of satisfactory evidence of payment. You may also use the authority given in GS 43-40 to recover the original certificate to make the entry of the lien.

Section 8. Fees (GS 43-5)

Certificate of Transfer – recording instruments in general as provided in GS 161-10.

Certificate of Title – recording instruments in general as provided in GS 161-10 plus \$5.00 for the first page and \$2.00 for each additional page for issuing the certificate. (amended 9-13-2004)

Notations of voluntary and involuntary transactions – recording instruments in general as provided in GS 161-10.

Section 9. Release from Registration (GS 43-25)

Whenever the record owner of any estate in lands desires to have such estate released from the provisions of Chapter 43 of the General Statutes insofar as said chapter relates to the form of conveyance, the owner may present his certificate of title to the register of deeds with a memorandum or statement written by him with words similar to that in GS 43-25. This is signed by the owner and attested by the register of deeds. The register then makes notation on the record copy as well as the original certificate. The original certificate of title should be retained in the register's office. After this has been done, title of the property can be conveyed by general

warranty deed. Be sure to check the liens listed on the certificate before releasing. You will also need to follow the procedures in Section 7 for re-recording the certificate with the notation of the release noted on it.

Section 10. Indexing

Certificate of Transfer – Index in the same manner as a deed.

Certificate of Title – Index “Registered Estate No. ____” as grantor and the registered owner as grantee.

Notations of Voluntary and Involuntary Transactions – Index “Registered Estate ____” as grantor and the registered owner as grantee.

For instrument type you may wish to call this “Notation” then in the brief description column refer to the type of notation that was made such as a deed of trust lien, cancellation of a deed of trust, release from registration, etc.

CHANGES IN TORRENS EFFECTIVE JANUARY 1, 2000

FEES: Recording fees shall be that specified in GS 161-10 for recording instruments in general.

Recording the certificate of title -- charge for recording instruments in general then charge fees "for issuing certified copies" which would be \$ 5 for the first page and \$ 2 for each additional page.

(amended 9-13-2004)

NOTATIONS: There will no longer be a charge of \$.50 for each notation. This will be handled in the following manner:

VOLUNTARY TRANSACTIONS: (Deeds of trust, easements, rights of way, release from torrens, etc) Make an entry on the original certificate of title then re-record the certificate charging the same as recording instruments in general.

INVOLUNTARY TRANSACTIONS: (Tax liens, judgments, etc.) Make the entry on your record copy, photocopy the certificate and re-record.

If you have a transfer, certificate of title and a deed of trust filed simultaneously there is no need to re-record the certificate of title after noting the deed of trust. Go ahead and make the notation at the time of recording.

INDEXING: Transfer -- Index same as before. Seller is grantor and buyer is grantee.

Certificate of Title -- Grantor would be "Registered Estate No. ____" and the grantee would be the owner(s).

Voluntary/Involuntary Transactions -- (Re-recorded certificate of title) Grantor would be "Registered Estate No. ____" and grantee would be the owner(s). Type of instrument may be "Notation" and in the brief description column state what type of notation was made such as a deed of trust lien, tax lien, deed of trust cancellation, release from torrens, etc.

MANNER OF REGISTRATION: You are no longer required to keep a separate Registration of Land Titles Book. You are now required to record in real property records and indexes.

*NOTE: GS 43-22 states ".....but the registration of land titles book shall be and constitute sole and conclusive legal evidence of title...", thus intending all transactions affecting torrens to be in this book. Until there is an amendment to this statute you should order a sticker to go on the real estate books that states "Registration of Land Titles". [GS 43-22 was amended by SL 2000-140, Sec. 42(a)]

(amended 9-13-2004)

SAMPLE SECTION 3

TRANSFER OF WHOLE REGISTERED ESTATE

TORRENS CHECKLIST

- _____ Does owner have original certificate of title?
- _____ If not, is there a court order?
- _____ Has transfer or deed of conveyance been signed and notarized?
- _____ Revenue stamps go on the transfer.

New certificate of title:

- _____ Make sure there is a legal description.
- _____ Check for liens and encumbrances noted on original certificate – are they noted on new certificate?
- _____ If not, you need to make sure they have been released or cancelled or you will need them listed on new certificate.
- _____ If liens have been cancelled but cancellation has not been noted on original certificate, make the notation on the original and in your book before issuing new certificate.
- _____ Make sure certificate refers to previous owner by book and page where original is filed.
- _____ Sign and place your seal on certificate.

Transfer of a divided registered estate:

- _____ Is there a survey? If not, do not proceed with registration.
- _____ Make sure the certificate has a legal description either by metes and bounds or by making reference to the map.
- _____ Issue new certificate to purchaser.
- _____ Issue new certificate to owner for portion retained.
- _____ Assign each certificate a new number. This should come from your list of numbers on file for previous registered estates issued.

Cancel original certificate of title (original and copy in your book):

- _____ Your notation should refer to name of new owners and book and page where new certificates can be found. If there are two or more certificates issued in the case of a divided registered estate, be sure to note all of them.
- _____ Follow procedures in Section 7.1.
- _____ Index transfer and new certificates on your consolidated index.

Deed of trust or other lien against a registered estate:

- _____ Make sure you note the lien on the original certificate and copy in your book.
Do not note on your book unless you have made entry on the original certificate. The same applies when you are cancelling a deed of trust.
If lender or attorney does not bring in certificate, you may go ahead and record deed of trust or cancellation and the original may be brought in later for notations. Sometimes the lender will not realize that the land is in torrens and it is up to you to call that to their attention and have them get the original certificate.
Follow procedures in Section 7.1.
- _____ Make sure certificate is returned to lender or attorney when you are finished with it.
A lost certificate could result in a \$500 court proceeding.

OWNER'S CERTIFICATE OF TITLE

NORTH CAROLINA

REGISTERED ESTATE NO. 578

WASHINGTON COUNTY

THE CERTIFICATE OF FURBEE FARMING CORPORATION

I hereby certify that the title is registered in the name of Furbee Farming Corporation in and to a certain tract or parcel of land in Washington County, North Carolina, described as follows:

BEGINNING at a point in the center line of Canal No. 16 of Albemarle Drainage District at its intersection with the center line of Phelps Canal; thence along the center line of Phelps Canal North 82 degrees 25 minutes East 4,000 feet, and North 82 degrees 33 minutes East 4,237.3 feet to the center line of an intersecting canal, same being the Northwestern corner of Registered Estate No. 577; thence along the center line of said intersecting canal South 27 degrees 50 minutes West 6,541 feet to the center line of Canal No. 16; thence along the center line of Canal No. 16 North 47 degrees 30 minutes West 6,942 feet to the POINT OF BEGINNING, containing 519 acres, more or less.

There is also included in this certificate the right of way reserved unto Furbee Farming Corporation, being a 50 foot wide right of way North of the center line of Phelps Canal, said right of way to be used jointly by Furbee Farming Corporation et als., their heirs, successors and assigns, said right of way to be maintained by each of the parties respectively, when and if they use the same.

ESTATE: FEE SIMPLE,

This certificate is issued to Furbee Farming Corporation as the purchaser of said tract of land, the same being that tract of land described in Certificate No. 578, Registration of Titles Book 15, Page 484, which had been issued to Mordecai-Pfeiffer Ranch, Inc., and which has been cancelled.

This is Registered Estate No. 578, Registration of Land Titles Book 16, Page 111.

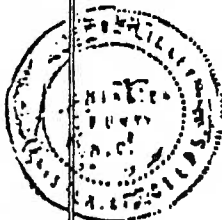
LAW OFFICES OF
ILEY & COCKRELL
JYMOUTH, N. C.

X-SAMPLE-2

Witness my hand and seal at office in Plymouth, North Carolina, this the 30th day of December, 1974.

Bertie O. Lilly
Register of Deeds
Washington County
North Carolina

By: Greta H. Barber, Act.



The land described in the foregoing Certificate of Title is subject to a deed of trust from the owners to Wm. P. Mayo Trustee, dated Dec. 30, 1974 securing a future advance in the sum of \$60,000, evidenced by a note dated Aug. 3, 1981, due July 1, 2007, and recorded in Book 247, Page 465. This 5 day of August, 1981.

Bertie O. Lilly
Register of Deeds

The land described in the foregoing Certificate of Title is subject to a deed of trust from the Owners to William P. Mayo, Trustee, dated Dec. 30, 1974, in the sum of \$ 131,000.00, due Annual installment recorded in this office in Book 247, Page 465

This 30 day of December, 1974.

Bertie O. Lilly
Register of Deeds, Washington County
By: Greta H. Barber, Act.

The land described in the foregoing Certificate of Title is subject to a deed of trust from the Owners to Carl L. Bailey, Jr. Trustee, dated December 30, 1974, in the sum of \$ 145,000.00, due Jan. 3, 1976 and recorded in this office in Book 247, Page 469

This 30 day of December, 1974.

Bertie O. Lilly
Register of Deeds, Washington County

By: Greta H. Barber, Act.

The deed of trust from the Owners to Carl L. Bailey, Jr. Trustee, dated 30 day of December, 1974, securing the sum of \$ 145,000.00 and recorded in this office in Book 247, Page 469, has been duly cancelled.

This 5 day of August, 1981.

Bertie O. Lilly
Register of Deeds, Washington County

The deed of trust from the Owners to William P. Mayo Trustee, dated 30 day of December, 1974, securing the sum of \$ 131,000.00 and recorded in this office in Book 247, Page 465, has been duly cancelled.

This 9 day of August, 1981.
Greta H. Barber
Register of Deeds, Washington County

The deed of trust from the Owners to Arthur E. Cockrell Trustee, dated 18 day of October, 1982, securing the sum of \$ 313,000.00 and recorded in this office in Book 289, Page 506, has been duly cancelled.

This 15 day of July, 1984.
Greta H. Barber
Register of Deeds, Washington County

LAW OFFICES OF
AILEY & COCKRELL
PLYMOUTH, N. C.

This Certificate is hereby cancelled and a new certificate has been issued by Greta H. Barber Register of Deeds to Greta H. Barber which has been duly recorded in the Land Title Book 18 Page 1.
Witness my hand in office at P. N. C. this 15 day of July, 1984.
Greta H. Barber

X - SAMPLE-3

NORTH CAROLINA
WASHINGTON COUNTY

REGISTERED ESTATE NO. 578

THIS CERTIFICATE OF TRANSFER, made this the 16 day of June, 1994, by FURBEE FARMING CORPORATION, a North Carolina Corporation, as party of the first part, to LOGAN N. WOMBLE, III, and wife, MILLIE WOMBLE, ED WOMBLE and wife, WALLY WOMBLE, and NYAL W. WATSON and husband, LARRY WATSON, as parties of the second part;

WITNESSETH:

That for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS by the said parties of the second part to the said party of the first part, in hand paid, receipt of which is hereby acknowledged, the said Furbee Farming Corporation, party of the first part, has bargained and sold and does by these presents sell and convey unto the said Logan N. Womble, III, and wife, Millie Womble, Ed Womble and wife, Wally Womble, and Nyal W. Watson and husband, Larry Watson, parties of the second part, Registered Estate No. 578, Owner's Certificate for which, issued in the name of Furbee Farming Corporation, is of record in the office of the Washington County Register of Deeds in Registration of Land Titles Book 16, Page 111; said land hereby transferred, being more particularly described and defined as follows:

BEGINNING at a point in the center line of Canal No. 16 of Albemarle Drainage District at its intersection with the center line of Phelps Canal; thence along the center line of Phelps Canal North 82 degrees 25 minutes East 4,000 feet, and North 82 degrees 33 minutes East 4,237.3 feet to the center line of an intersecting canal, same being the Northwestern corner of Registered Estate No. 577; thence along the center line of said intersecting canal South 27 degrees 50 minutes West 6,541 feet to the center line of Canal No. 16; thence along the center line of Canal No. 16 North 47 degrees 30 minutes West 6,942 feet to the POINT OF BEGINNING, containing 519 acres, more or less.

WASHINGTON CO.

87-15-94

\$440.00

Real Estate
Excise Tax

ROBERT WENDEL HUTCHINS • ATTORNEY AT LAW
P.O. DRAWER 1085 • PLYMOUTH, NORTH CAROLINA 27862 • (819) 783-9026
FAX: (819) 783-5149

X - SAMPLE-4

There is also included in this certificate the right of way reserved unto Furbee Farming Corporation, being a 50 foot wide right of way North of the center line of Phelps Canal, said right of way to be used jointly by Furbee Farming Corporation, et als., their heirs, successors and assigns, said right of way to be maintained by each of the parties respectively, when and if they use the same.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, together with all rights, privileges and appurtenances thereto belonging, or in anywise thereunto pertaining unto them, the said parties of the second part, their heirs and assigns, in fee simple absolute forever.

IN TESTIMONY WHEREOF the said Furbee Farming Corporation, has caused these presents to be executed in its name by its corporate President, attested by its corporate Secretary, and its corporate seal to be hereunto affixed, all by order of its Board of Directors duly given, this the day and year first above written.

FURBEE FARMING CORPORATION

by Herald W. Furbee
President

ATTEST:

Harley G. Furbee
Secretary



NORTH CAROLINA

WASHINGTON COUNTY

I, a Notary Public of said County and State certify that this day personally appeared before me Harley G. Furbee who being by me first duly sworn, did state that he is the Secretary of Furbee Farming Corporation, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its Secretary. Witness my hand and notarial seal this the 16 day of June, 1994.

Susan D. Knowles
Notary Public

SUSAN D. KNOWLES
NOTARY-PUBLIC
WASHINGTON COUNTY, N.C.

My commission expires: 2/18/97

STATE OF NORTH CAROLINA, COUNTY OF WASHINGTON

The foregoing or annexed certificate (s) of Susan D. Knowles

is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 18, Page 116.

This 15 day of July, 1994 at 2:30 o'clock P.M.

Meta H. Barber
Register of Deeds

By:

Asst.

X -SAMPLE-5

CERTIFICATE OF TITLE

NORTH CAROLINA

REGISTERED ESTATE NO. 578

WASHINGTON COUNTY

THE CERTIFICATE OF TITLE OF
LOGAN N. WOMBLE, III, AND WIFE, MILLIE WOMBLE,
ED WOMBLE AND WIFE, WALLY WOMBLE, AND
NYAL W. WATSON AND HUSBAND, LARRY WATSON

I hereby certify that the title is registered in the name of
Logan N. Womble, III, and wife, Millie Womble, Ed Womble and wife,
Wally Womble, and Nyal W. Watson and husband, Larry Watson, in and
to a certain tract or parcel of land in Washington County, North
Carolina, described as follows:

BEGINNING at a point in the center line of Canal No. 16 of
Albemarle Drainage District at its intersection with the center
line of Phelps Canal; thence along the center line of Phelps Canal
North 82 degrees 25 minutes East 4,000 feet, and North 82 degrees
33 minutes East 4,237.3 feet to the center line of an intersecting
canal, same being the Northwestern corner of Registered Estate No.
577; thence along the center line of said intersecting canal South
27 degrees 50 minutes West 6,541 feet to the center line of Canal
No. 16; thence along the center line of Canal No. 16 North 47
degrees 30 minutes West 6,942 feet to the POINT OF BEGINNING,
containing 519 acres, more or less.

There is also included in this certificate the right of way
reserved unto Furbee Farming Corporation, being a 50 foot wide
right of way North of the center line of Phelps Canal, said right
of way to be used jointly by Furbee Farming Corporation, et als.,
their heirs, successors and assigns, said right of way to be
maintained by each of the parties respectively, when and if they
use the same.

ESTATE: FEE SIMPLE.

This certificate is issued to Logan N. Womble, III, and wife,
Millie Womble, Ed Womble and wife, Wally Womble, and Nyal W. Watson
and husband, Larry Watson, as the purchasers of said tract of land,
the same being that tract of land described in Certificate No. 578,
Registration of Titles Book 16, Page 111, which had been issued to
Furbee Farming Corporation, and which has been cancelled.

ROBERT WENDEL HUTCHINS • ATTORNEY AT LAW
P.O. DRAWER 1085 • PLYMOUTH, NORTH CAROLINA 27962 • (919) 783-8026
FAX: (919) 783-5148

X (SAMPLE-6

Book 18, Page 119

This is Registered Estate No. 578, Registration of Land Titles
Book 18, Page 118.

Witness my hand and seal at office in Plymouth, North
Carolina, this the 15 day of July, 1994.



Mita W. Barber
Register of Deeds
Washington County
North Carolina

ROBERT WENDEL NUTCHINS - ATTORNEY AT LAW
P.O. DRAWER 1085 - PLYMOUTH, NORTH CAROLINA 27962 • (919) 793-9026
FAX: (919) 793-5149

X -SAMPLE-7

SAMPLE SECTION 4

TRANSFER OF PART OF A REGISTERED ESTATE

4.1 CONVEYANCE OF UNDIVIDED INTEREST

4.2 CONVEYANCE OF SEPARATE LOT

NORTH CAROLINA
WASHINGTON COUNTY

REGISTERED ESTATE 626

CERTIFICATE OF TRANSFER

Date: September 15, 1995

From: ROSE FARM, INC.
GRANTORTo: R. A. PHILLIPS AND WIFE, SHEILA R. PHILLIPS
GRANTEE

WITNESSETH:

That for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration by above named GRANTEE to above named GRANTOR, the said GRANTOR (whether singular or plural) has sold and conveyed, and does hereby sell and convey unto GRANTEE (whether singular or plural) as tenants by the entirety a portion of its interest in Registered Estate No. 626, the certificate of Title for which is in the Office of the Register of Deeds of Washington County, North Carolina, in Registration of Land Title, in Book 17, Page 689, and the said land hereby transferred is a portion of Registered Estate ~~99~~ ⁶²⁶ and being more particularly described as follows:

Lying and being in Lee's Mill Township, Washington County, North Carolina:

Begin at a PK Nail in the intersection of the centerlines of NC Highway 99 and NCSR 1126; thence along the centerline of NCSR 1126 North 29 degrees 27 minutes 49 seconds East 2,998.97 feet to a PK Nail; South 60 degrees 11 minutes 35 seconds East 30.01 feet to an existing iron pipe in the eastern edge of the right of way of NCSR 1126, the POINT OF BEGINNING; thence along the edge of said right of way North 29 degrees 30 minutes East 141.42 feet to a new iron rod; thence South 60 degrees 30 minutes East 141.42 feet to a new post set; thence South 29 degrees 30 minutes West 141.42 feet to a new iron rod; and thence North 60 degrees 30 minutes West 141.42 feet to the POINT OF BEGINNING. A map entitled "Map of Lot R.A. Phillips and wife, Shelia R." prepared by John E. Rea, RLS L-1237, is attached hereto showing old Registered Estate No. ~~49~~ ⁶²⁶ and Registered Estates retained and transferred.

Also conveyed to Grantee, their heirs and assigns, is right of way over NCSR 1126.

ESTATE: Fee Simple subject only to the following:

ENCUMBRANCES:

1. 1995 and subsequent years Washington County taxes.
2. Pungo River Drainage District taxes.

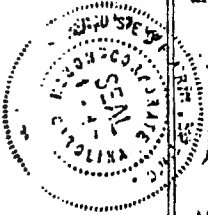
AR1 J. E. COCKRELL
ATTORNEY AT LAW
P.O. DRAWER 845
H. YMOOUTH,
N. CAROLINA 27902

X -SAMPLE-9

Page 2. Certificate of Transfer

Registered Estate 626

IN WITNESS WHEREOF, the above named Grantor 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, this the day and year first above written.



ROSE FARM, INC.

By: Martin R. Rose
President

ATTEST:

Dorothy C. Rose
Secretary (CORPORATE SEAL)

NORTH CAROLINA
Washington COUNTY

I, a Notary Public of the above stated County and State certify that Dorothy C. Rose is Secretary of ROSE FARM, INC., a North Carolina corporation and by authority duly given and as an act of the Corporation, the foregoing instrument was signed in its name by its Martin R. Rose President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and seal or stamp this the 15th day of September, 1995.

ARTHUR E. COCKRELL

NOTARY PUBLIC

WASHINGTON COUNTY, N. C.

My Commission Expires 1-3-98

Arthur E. Cockrell
Notary Public

My Commission expires: 1-3-98

Prepared by: Arthur E. Cockrell, Attorney at Law

REVENUE STAMPS PAID \$ None

STATE OF NORTH CAROLINA, COUNTY OF WASHINGTON

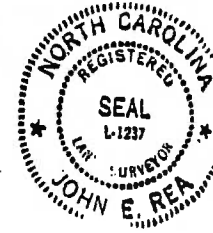
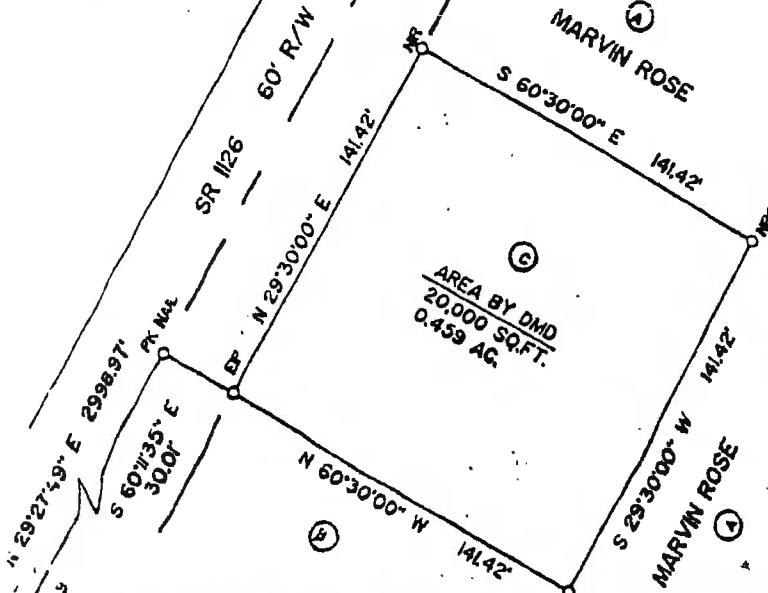
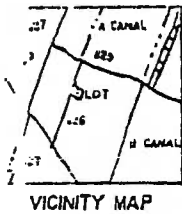
The foregoing or annexed certificate (s) of Arthur E. Cockrell

is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 18, Page 160.
This 18 day of September, 1995 at 4:45 o'clock P.M.

Elaine D. Davis
Register of Deeds Asst.

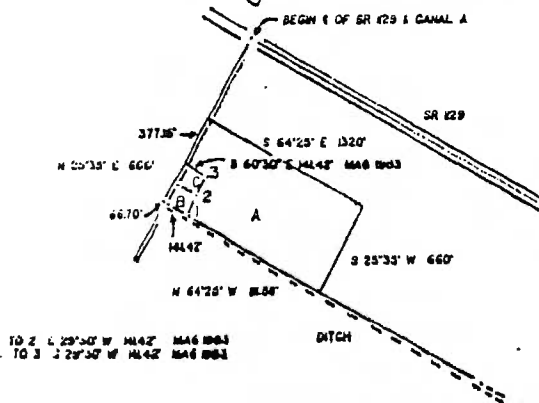
ARTHUR E. COCKRELL
ATTORNEY AT LAW
P.O. DRAWER 945
PLYMOUTH,
NORTH CAROLINA 27662

X -SAMPLE-10



NOTE: THAT THIS PLAT IS OF A SURVEY
OF AN EXISTING PARCEL OR PARCELS
OF LAND. *John E. Rea*

REFERENCE: DB 17 PG 686



BEARINGS ARE MAG. 1915
A & C PRESENTLY REG. EST. NO. 99-626
A = PORTION RETAINED, 19.08 AC. REGEST.
C = PORTION TRANSFERRED, 0.459 AC. REGEST.
REF. TITLES BK 1 PG 23

INSERT 1"=1000 FT.

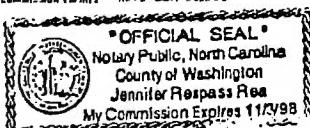
I, JOHN E. REA, SURVEYOR, HEREBY CERTIFY THAT THIS MAP WAS PREPARED, UNDER
AT SUPERVISION OF JOHN E. REA, FROM AN ACTUAL SURVEY BY
JOHN E. REA, UNDER MY DIRECT SUPERVISION, THE DATA OF ENCLOSURE, AS CALCULATED
BY LATITUDES AND DEPARTURES, TO BE TRUE. THIS MAP WAS PREPARED IN ACCORDANCE WITH
THE ACTS OF THE LEGISLATURE, AND I HAVE SIGNED AND SEALED THIS MAP THIS 22ND DAY OF AUGUST, 1998.

John E. Rea L-1237
REG. LAND SURVEYOR

I, JENNIFER REAPASS REA, A NOTARY PUBLIC OF WASHINGTON COUNTY, N.C.,
DO HEREBY CERTIFY THAT JOHN E. REA, A REG. SURVEYOR, PERSONALLY APPEARED
BEFORE ME ON THIS DATE AND ONLY SUBSCRIBED AND MADE OATH TO AND ACKNOWLEDGED THE TRUE
LEGITIMACY OF THE FOREGOING AFFIDAVIT FOR THE PURPOSES THEREIN EXPRESSED, WITNESS
MY HAND AND SEAL THIS 22ND DAY OF AUGUST, 1998.

Jennifer Reapass Rea
NOTARY PUBLIC

COMMISSION EXPIRES NOVEMBER 03/1998



MAP OF LOT
R.A. PHILLIPS
AND WIFE

SHELIA R.
LEE'S MILL TWP.-WASHINGTON CO., NC
SCALE: 1 IN. = 50 FT.- SURVEYED JULY 06, 1995
BY: JOHN E. REA - REGISTERED SURVEYOR L-1237
RT 1, BOX 339-ROPER, NC 27970

NORTH CAROLINA
WASHINGTON COUNTYREGISTERED ESTATE 657CERTIFICATE OF TITLE
OFR. A. PHILLIPS AND WIFE, SHEILA R. PHILLIPS
OWNER

I hereby certify that title is registered in the above-named OWNER in and to that certain tract or parcel of land lying and being in Lee's Mill Township, Washington County, North Carolina, described and defined as follows:

Begin at a PK Nail in the intersection of the centerlines of NC Highway 99 and NCSR 1126; thence along the centerline of NCSR 1126 North 29 degrees 27 minutes 49 seconds East 2,998.97 feet to a PK Nail; South 60 degrees 11 minutes 35 seconds East 30.01 feet to an existing iron pipe in the eastern edge of the right of way of NCSR 1126, the POINT OF BEGINNING; thence along the edge of said right of way North 29 degrees 30 minutes East 141.42 feet to a new iron rod; thence South 60 degrees 30 minutes East 141.42 feet to a new post set; thence South 29 degrees 30 minutes West 141.42 feet to a new iron rod; and thence North 60 degrees 30 minutes West 141.42 feet to the POINT OF BEGINNING. A map entitled "Map of Lot R.A. Phillips and wife, Shelia R." prepared by John E. Rea, RLS L-1237, is ~~attached hereto~~ ^{referred to} showing old Registered Estate No. 99 and Registered Estates retained and transferred.

Also conveyed is right of way over NCSR 1126.

ESTATE: Fee Simple, with all the rights and privileges appurtenant thereto, subject only to the following:

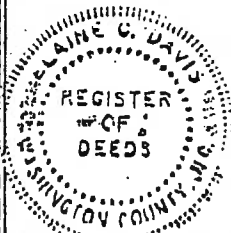
1. 1995 and subsequent years Washington County taxes.
2. Pungo River Drainage District taxes.

This Certificate is issued to the above-named OWNER of said tract or parcel of land and being a portion of the tract or parcel of land described in the Certificate of Title in Registered Estate No. 626, recorded in Registration of Land Title Book 17, Page 689, now canceled, formerly issued to:

ROSE FARM, INC.

This is Registered Estate No. 657, Registration of Land Titles Book 18, Page 163, Washington County, North Carolina.

This the 18 day of September, 1995.



Elaine G. Davis
REGISTER OF DEEDS
WASHINGTON COUNTY
NORTH CAROLINA

ARTHUR E. COCKRELL
ATTORNEY AT LAW
P.O. DRAWER 945
PLYMOUTH,
NORTH CAROLINA 27962

Prepared by: Arthur E. Cockrell, Attorney at Law

X -SAMPLE-12

NORTH CAROLINA
WASHINGTON COUNTYREGISTERED ESTATE 658CERTIFICATE OF TITLE
OFROSE FARM, INC.
OWNER.

I hereby certify that title is registered in the above-named OWNER in and to that certain tract or parcel of land lying and being in Lee's Mill Township, Washington County, North Carolina, described and defined as follows:

Begin at the intersection of the centerlines of NC Highway 99 and NCSR 1126; thence along the centerline of NCSR 1126 North 29 degrees 27 minutes 49 seconds East 2,998.97 feet to a PK Nail; South 60 degrees 11 minutes 35 seconds East 30.01 feet to an existing iron pin in the eastern edge of the right of way of NCSR 1126; thence along the edge of said right of way North 29 degrees 30 minutes East 141.42 feet to a new iron rod, the POINT OF BEGINNING; thence back tracking along the eastern edge of the right of way of NCSR 1126 South 29 degrees 30 minutes West 282.84 feet to a ditch; North 64 degrees 25 minutes West (Magnetic 1915) 66.7 feet to the centerline of Canal A; thence along the centerline of Canal A North 25 degrees 35 minutes East (Magnetic 1915) 660 feet to a point; South 64 degrees 25 minutes East (Magnetic 1915) 1,320 feet to a point; South 25 degrees 35 minutes West (Magnetic 1915) 660 feet to a ditch; North 64 degrees 25 minutes West (Magnetic 1915) 1,111.88 feet to R.A. Phillips line; thence along Phillips line North 29 degrees 30 minutes East (Magnetic 1983) 282.84 feet to a new pipe set; thence North 60 degrees 30 minutes West 141.42 feet to the POINT OF BEGINNING.

ESTATE: Fee Simple, with all the rights and privileges appurtenant thereto, subject only to the following:

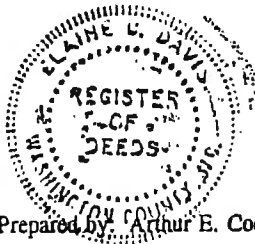
1. 1995 and subsequent years Washington County taxes.
2. Pungo River Drainage District taxes.
3. Right of way to R.A. Phillips, Sheila R. Phillips, their heirs and assigns, over NCSR 1126.

This Certificate is issued to the above-named OWNER of said tract or parcel of land and being a portion of the tract or parcel of land described in the Certificate of Title in Registered Estate No. 626, recorded in Registration of Land Title Book 17, Page 689, now canceled, formerly issued to:

ROSE FARM, INC.

This is Registered Estate No. 658, Registration of Land Titles Book 18,
Page 164, Washington County, North Carolina.

This the 18 day of September, 1995.



Elaine D Davis
REGISTER OF DEEDS
WASHINGTON COUNTY
NORTH CAROLINA

Prepared by: Arthur E. Cockrell, Attorney at Law

ARI J. E. COCKRELL
ATTORNEY AT LAW
DRAWER 943
YMOUTH
N. CAROLINA 27962

X SAMPLE-13

Recording Time, Book and Page

Excise Tax \$ 0.00

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to GRANTEE

This instrument was prepared by JOSEPH M. GRIFFIN, GRIFFIN & BRUNSON, L.L.P.,
301 S. MCDOWELL ST., STE. 907, CHARLOTTE, NC 28204
FILE #2311-001.GG

Brief Description for the index

REGISTERED ESTATES 308, 309 AND 310
LOT 102, 103 & 104 NORFORK SOUTHERN LAND
COMPANY SUBDIVISION

PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 21st day of March, 1997, by and between

GRANTOR

JAMES LINWOOD KNOWLES, JR., TRUSTEE
OF THE TRUST UNDER ARTICLE V OF THE WILL OF
JAMES LINWOOD KNOWLES

GRANTEE

A ONE-THIRD UNDIVIDED INTEREST TO:
JAMES L. KNOWLES, JR.; AND

A ONE-THIRD UNDIVIDED INTEREST TO:
WILLIAM ROSS KNOWLES; AND

A ONE-THIRD UNDIVIDED INTEREST TO:
MARSHA KNOWLES WRIGHT

6936 FOLGER DRIVE
CHARLOTTE, NC 28270

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee 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 in consideration of the premises and the payment of said purchase price by Grantee, the receipt of which is hereby acknowledged, and pursuant to the authority vested in him by the terms of the Will of JAMES LINWOOD KNOWLES, Grantor does hereby bargain, sell, grant and convey unto Grantees and their successors and assigns, all those certain lots, tracts, or parcels of land lying and being in Washington County, State of North Carolina, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

ESTATE: Fee simple, subject only to a deed of dedication executed by Lake Phelps Farms, Incorporated, recorded in Book 12, Page 193.

TO HAVE AND TO HOLD the said land, together with all privileges and appurtenances as thereunto belonging unto the said Grantee, his successors and assigns, forever, in as full and ample manner as Grantor, Trustee, is authorized and empowered to convey the same.

X -SAMPLE-14

The property hereinabove described was acquired by Grantor by instrument recorded in Book 17, Page 761.

A map showing the above described property is recorded in Estate Number 202, Book 3, Page 215.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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.

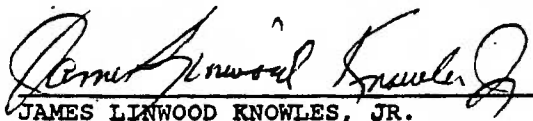
(Corporate Name)

By: _____

President

ATTEST:

Secretary (Corporate Seal)

 (SEAL)
JAMES LINWOOD KNOWLES, JR.
TRUSTEE OF THE TRUST UNDER
ARTICLE V OF THE WILL OF
JAMES LINWOOD KNOWLES

SEAL-STAMP NORTH CAROLINA, MECKLENBURG County.

I, Laura A. Christman, a Notary Public of the County and State aforesaid, certify that JAMES LINWOOD KNOWLES, JR., Trustee of the Trust Under Article V of the Will of JAMES LINWOOD KNOWLES, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st day of March, 1997.

My commission expires: 01/16/2002

Laura A. Christman Notary Public

SEAL-STAMP NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he/she is _____ Secretary of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by it _____ President, sealed with its corporate seal and attested by him/her as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: / /

Notary Public

X - SAMPLE-15

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

EXHIBIT "A"

REGISTERED ESTATE NUMBER 308, TORRENS BOOK 17, PAGE 715: Being Lot Number 102 in the subdivision made by the Norfolk Southern Land Company, Incorporated of Registered Estate Number 202, Book 3, page 215. Beginning in the center line of Canal A of Washington County Drainage District Number 5, the northwest corner of Lot Number 19, and runs with the center line of said canal north 26 degrees 40 minutes east 200 feet to an angle in the center line of said canal; thence, still with the center line of said canal north 15 degrees 12 minutes east 98 feet; thence, at right angles to the center line of said canal south 74 degrees 48 minutes east 2640 feet to the northwest corner of lot Number 101, a point midway between canal A and canal B of said District; thence, with the western line of lot Number 1 south 15 degrees 12 minutes west 362.5 feet to a corner; thence, still with the western line of Lot Number 101 south 26 degrees 40 minutes west 465 feet to the northeast corner of lot Number 41; thence, along the northern line of lot Number 41 north 63 degrees 20 minutes west 2640 feet to the beginning, containing 35 acres.

REGISTERED ESTATE NUMBER 309, TORRENS BOOK 17, PAGE 716: Being Lot Number 103 in the subdivision made by Norfolk Southern Land Company, Incorporated, of Registered Estate Number 202, Book Number 3, page 215. Beginning in the center line of Canal A of Washington County Drainage District Number 5, the northwest corner of lot Number 102 and runs with the center line of Canal A north 15 degrees 12 minutes east 1320 feet to the northeast corner of lot Number 20; thence, at right angles to the center line of Canal A south 74 degrees 48 minutes East 2640 feet to the northwest corner of lot Number 100; thence, with the western line of lot Number 100 south 15 degrees 12 minutes west 1320 feet to the northeast corner of lot Number 102; thence, with the northern line of lot Number 102 north 74 degrees 48 minutes west 2640 feet to the point of beginning, containing 80 acres.

REGISTERED ESTATE NUMBER 310, TORRENS BOOK 17, PAGE 717: Being lot Number 104 in the subdivision made by Norfolk Southern Land Company, Incorporated, of Registered Estate Number 202, Book 3, Page 215. Beginning at the northeast corner of lot Number 20, and the northwest corner of lot Number 103, in the center line of Canal A of Washington County Drainage District Number 5, and runs with the center line of Canal A north 15 degrees 12 minutes east 1320 feet; thence, at right angles to said center line of Canal A south 74 degrees 48 minutes east 2640 feet to the northwest corner of lot Number 99; thence, along the western line of lot Number 99 south 15 degrees 12 minutes west 1320 feet to the northwest corner of lot Number 100 and the northeast corner of lot Number 103; thence, along the northern line of lot Number 103 north 74 degrees 48 minutes west 2640 feet to the point of beginning, containing 80 acres.

X -SAMPLE-16

CERTIFICATE OF TITLE

OF

JAMES L. KNOWLES, JR..OWNING
A 1/3 UNDIVIDED INTEREST

I hereby certify that the title is registered in the name of JAMES
L. KNOWLES, JR. as to a 1/3 undivided interest in and to that certain
tract or parcel of land lying and being in Washington County, North
Carolina, described as follows:

(description)

ESTATE: Fee simple, subject only to a deed of dedication executed by
Lake Phelps Farms, Incorporated, recorded in Book 12, Page 193, and to
Washington County Ad Valorem Taxes for 1997 and subsequent years.

This Certificate of Title is issued to JAMES L. KNOWLES, JR. owning a
1/3 undivided interest as the purchaser of said tract of land, the same
being that tract as described as Registered Estate No. 308, Registration
of Land Titles Book 17, Page 763, which had been issued to James Linwood
Knowles, Jr. Trustee of the Trust Under Article V of the Will of James
Linwood Knowles, and which has been cancelled.

This is Registered Estate No. 308, Registration of Land Titles Book ____,
Page ____.

WITNESS my hand and seal at my office in Plymouth, Washington County,
North Carolina, on this the ____ day of _____, 1997.

Register of Deeds. Washington County NC

(SEAL)

X -SAMPLE-17

CERTIFICATE OF TITLE

OF

JAMES L. KNOWLES, JR. OWNING
A 1/3 UNDIVIDED INTEREST

I hereby certify that the title is registered in the name of JAMES
L. KNOWLES, JR. as to a 1/3 undivided interest in and to that certain
tract or parcel of land lying and being in Washington County, North
Carolina, described as follows:

(description)

ESTATE: Fee simple, subject only to a deed of dedication executed by
Lake Phelps Farms, Incorporated, recorded in Book 12, Page 193, and to
Washington County Ad Valorem Taxes for 1997 and subsequent years.

This Certificate of Title is issued to JAMES L. KNOWLES, JR. owning a
1/3 undivided interest as the purchaser of said tract of land, the same
being that tract as described as Registered Estate No. 309, Registration
of Land Titles Book 17, Page 765, which had been issued to James Linwood
Knowles, Jr. Trustee of the Trust Under Article V of the Will of James
Linwood Knowles, and which has been cancelled.

This is Registered Estate No. 308, Registration of Land Titles Book ____,
Page ____.

WITNESS my hand and seal at my office in Plymouth, Washington County,
North Carolina, on this the ____ day of _____, 1997.

Register of Deeds, Washington County, NC

(SEAL)

X -SAMPLE-18

CERTIFICATE OF TITLE

OF

JAMES L. KNOWLES, JR. OWNING
A 1/3 UNDIVIDED INTEREST

I hereby certify that the title is registered in the name of JAMES
L. KNOWLES, JR. as to a 1/3 undivided interest in and to that certain
tract or parcel of land lying and being in Washington County, North
Carolina, described as follows:

(description)

ESTATE: Fee simple, subject only to a deed of dedication executed by
Lake Phelps Farms, Incorporated, recorded in Book 12, Page 193, and to
Washington County Ad Valorem Taxes for 1997 and subsequent years.

This Certificate of Title is issued to JAMES L. KNOWLES, JR. owning a
1/3 undivided interest as the purchaser of said tract of land, the same
being that tract as described as Registered Estate No. 310, Registration
of Land Titles Book 17, Page 766, which had been issued to James Linwood
Knowles, Jr. Trustee of the Trust Under Article V of the Will of James
Linwood Knowles, and which has been cancelled.

This is Registered Estate No. 308, Registration of Land Titles Book _____,
Page _____.

WITNESS my hand and seal at my office in Plymouth, Washington County,
North Carolina, on this the _____ day of _____, 1997.

Register of Deeds, Wahsington County, NC

(SEAL)

X -SAMPLE-19

SAMPLE SECTION 5

NEW CERTIFICATE ISSUED IF ORIGINAL LOST

FILE NO. 90-SP-8
FILM NO. _____
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK

STATE OF NORTH CAROLINA
COUNTY OF WASHINGTON

JAMES L. GREEN and wife,
LINDA M. GREEN
Petitioners

VS.

O R D E R

JOHN L. ROPER LUMBER COMPANY, INC.
VS. JOHN BELL ET ALS AND MORE
PARTICULARLY JERONE C. HERRING,
TRUSTEE, AND BRANCH BANKING AND
TRUST COMPANY
Respondents

This cause coming on to be heard and being heard before the undersigned Clerk of Superior Court of Washington County, North Carolina, on the 16th day of April, 1990, at 11:00 o'clock A.M. upon duly verified Petition of James L. Green and wife, Linda M. Green, the _____ day of March, 1990, and the Court finds as fact the following:

1. That a duly verified Petition was filed on the 12th day of March, 1990.
2. That Notice dated the 12th day of March, 1990, has been duly published in the Roanoke Beacon on the 14, 21, 28 and 4 days of March and April, 1990, as provided by law and requiring all persons having any interest to appear on the 16th day of April, 1990, at 11:00 o'clock A.M., to show cause, if any, why a new Certificate of Ownership should not be issued to James L. Green and wife, Linda M. Green, for the property described in the Petition.

ARTHUR E. COCKRELL
ATTORNEY AT LAW - P.O. DRAWER 943 - PLYMOUTH, NORTH CAROLINA 27859

X -SAMPLE-21

3. That the Petitioners have obtained service on Jerone C. Herring, Branch Banking and Trust Company and Jerone C. Herring, Trustee, as evidenced by Return Receipt as shown in this file.

4. That there are no mortgages or claims of lien on said property except as shown herein.

5. That no Answer has been filed to said Petition and the time for answering has expired.

6. That it appears to the Court that the obligations contained in the Petition are true and that the Petitioners are entitled to the relief demanded.

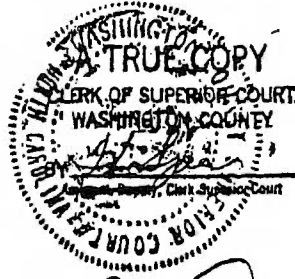
NOW THEREFORE, it is ORDERED, ADJUDGED, and DECREED that the Certificate of Ownership issued to James L. Green and wife, Linda M. Green, be voided and a new Certificate of Ownership in their names, describing Registered Estate 395E subject to the following lien be recorded in the office of the Washington County Register of Deeds in the Book of Land Registration.

Subject to a Deed of Trust dated October 12, 1984, to Jerone C. Herring, Trustee for Branch Banking and Trust Company recorded in Book 298, Page 794, Washington County Public Registry..

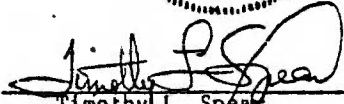
It is further ORDERED, ADJUDGED, and DECREED that the Respondents pay the costs.

It is further ORDERED, ADJUDGED, and DECREED that a certified copy of this Order be transmitted to the Register of Deeds of Washington County, North Carolina, and be duly recorded therein.

ARTHUR E. COCKRELL
ATTORNEY AT LAW • P.O. DRAWER 845 • PLYMOUTH, NORTH CAROLINA 27852



This the 16th day of April, 1990.


Timothy L. Spear
Clerk of Superior Court
Washington County, NC

Filed for registration on the 16 day
April 1990 at 11:45 o'clock A M., and
registered in the office of the Register of Deeds in
Washington County on the 16 day of
April 1990 in Book No. 17
Page No. 1032
Brita H. Barker
Register of Deeds

ARTHUR E. COCKRELL
ATTORNEY AT LAW • P.O. DRAWER 945 • PLYMOUTH, NORTH CAROLINA 27962

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NORTH CAROLINA

WASHINGTON COUNTY

REGISTERED ESTATE NO. 395E

CERTIFICATE OF TITLE OF

JAMES L. GREEN and wife, LINDA M. GREEN

I hereby certify that title is registered in the names of James L. Green and wife, Linda M. Green, in and to a certain tract or parcel of land lying and being in the Town of Roper, Washington County, North Carolina, described and defined as follows:

A subdivided portion of Registered Estate No. 395A, Book 10, Page 194, being Lot Number 38 in the Town of Roper, North Carolina, and more particularly described as follows:

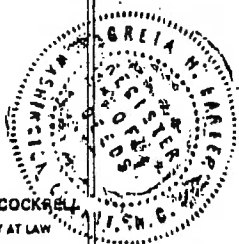
Lot No. 38: Beginning at an iron marker at the Southwest corner of Lot No. 39 on the North side of Main Street, or Buncombe Avenue, and running thence North 34 degrees 30 minutes West 171 feet to an iron marker; thence South 55 degrees 30 minutes West 55 feet to an iron marker; thence South 34 degrees 30 minutes East 171 feet to an iron marker on the North side of Main Street; thence North 55 degrees 30 minutes East 55 feet with said street to the beginning, containing 0.21 acres.

ESTATE: FEE SIMPLE.

Subject to Deed of Trust dated October 12, 1984, to Jerone C. Herring, Trustee for Branch Banking and Trust Company recorded in Book 298, Page 794.

This Certificate is issued to James L. Green and wife, Linda M. Green, in lieu of Certificate for Registered Estate No. 395E, Registration of Land Titles Book 17, Page 706, which said Certificate has been cancelled.

Witness my hand and official seal at Plymouth, Washington County, North Carolina, this the 16 day of April, 1990.



ARTHUR E. COCKRELL
ATTORNEY AT LAW
P.O. DRAWER 145
PLYMOUTH,
NORTH CAROLINA 27962

Greta H. Barber
Greta H. Barber
Register of Deeds
Washington County, NC

This Certificate is hereby cancelled and a new certificate has been issued by Greta H. Barber, Register of Deeds to Carl G. Mendenhall & Maudie Kelley Mendenhall which has been duly recorded in the Book of Land Titles No. 17 Page 1036

Witness my hand in office at Plymouth N. C. this 19 day of April 1990

Greta H. Barber
REGISTER OF DEEDS
WASHINGTON COUNTY, NC

SAMPLE SECTION 6

ISSUANCE OF CERTIFICATE UPON DEATH OF REGISTERED OWNER

FILE NO. 85-Sp-59

FILM NO.

STATE OF NORTH CAROLINA
WASHINGTON COUNTY

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK

IN THE MATTER OF THE ESTATE OF:)
FLOYD ISALAH HARTUNG)
Deceased)

O R D E R

This matter coming on for hearing and being heard before the undersigned Clerk of Superior Court of Washington County, North Carolina, and the Court finding as fact as follows:

1. That duly verified Petition and Amendment to Petition was filed by Kenneth I. Hartung, et ux. et al. on the 10th day of September, 1985, setting forth certain allegations concerning a tract or parcel of land located in Washington County, North Carolina, and more particularly described on Certificate of Title to Registered Estate Number 57 issued to Floyd I. Hartung on the 19th day of December, 1967, and of record in the office of the Register of Deeds of Washington County, North Carolina, in Registration of Land Titles Book No. 15, at Page 177; and Registered Estate Number 57A, which was a life estate in Bertha Hartung to the same realty described in Estate Number 57, and of record in the office of the Register of Deeds of Washington County, North Carolina, in Registration of Land Titles Book No. 15, at Page 178.

2. That pursuant to N.C.G.S 43-17.2, Notice of filing of Petition was duly published in "The Roanoke Beacon" notifying all persons having or claiming any interest or estate in the said land to appear at

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the office of the undersigned on the 10th day of October, 1985, to show cause, if any exists, why the relief prayed for in the Petition should not be granted;

3. That no justification has been presented to the undersigned Clerk of Superior Court showing good cause that the relief prayed for should not be granted;

4. That Petitioners have complied, in all respects, with the laws set forth in the North Carolina General Statutes for issuance of a new Certificate of Title to be issued to them as the sole heirs-at-law and their respective spouses of a decedent in possession of a Registered Estate at the time of his death; and have further shown, to the satisfaction of the Court, the loss Certificate to Registered Estate Number 57A and the termination of that Estate by death of the life tenant.

NOW THEREFORE, it is ORDERED, ADJUDGED and DECREED as follows:

1. That the outstanding Certificate of Title to Registered Estate Number 57 issued to Floyd I. Hartung on the 29th day of December 1967, and of record in the office of the Registered of Deeds of Washington County, North Carolina, in Registration of Land Titles Book No. 15, at Page 177, be surrendered and, upon payment of fees as provided in N.C.G.S. 43-49 by Petitioners, cancelled in the office of the Register of Deeds of Washington County, North Carolina;

2. That the Certificate of Title to Registered Estate Number 57A of record in the office of the Registered of Deeds of Washington County, North Carolina, in Registration of Land Titles Book No. 15, at Page 178, be cancelled upon payment of fees as provided in N.C.G.S. 43-49 by Petitioners, no surrender being required.

3. That a new Certificate of Title for Registered Estate Number 57 be issued to Kenneth I. Hartung and wife, Nancy Strickland Hartung, Edwin F. Hartung and wife, Lillian Hartung, and Sheila H. Tyda and husband, William H. Hyda, as tenants-in-common, they being all of the heirs-at-law and their respective spouses of Floyd Isaiah Hartung, deceased;

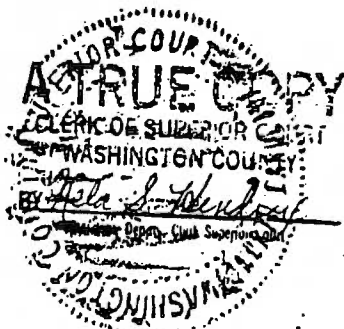
4. That such Certificate of Title for Registered Estate Number 57 be issued to the above-named Petitioners in fee simple, free and clear of any and all liens and encumbrances whatsoever;

5. That such new Certificate of Title so issued be duly filed by the Registered of Deeds of Washington County, North Carolina, and cross-indexed in the same manner provided for the registration of the original certificate upon payment by Petitioners of such fees as provided for in N.C.G.S. 43-49, and that such new certificate have the same force and effect as the original certificate of title and shall be subject to the same provisions of law with reference thereto.

SO ORDERED, this the 10 day of October, 1985.

Timothy L. Spear
TIMOTHY L. SPEAR
Clerk of Superior Court
Washington County, N.C.

Filed for registration on the 10 day
October 1985 at 2:35 o'clock P M., and
registered in the office of the Register of Deeds in
Washington County on the 10 day of
October 1985 in Book No. 17
Page No. 735
Breta N. Barker
Register of Deeds



ROBERT WENDEL HUTCHINS • ATTORNEY AT LAW
P. O. DRAWER 1085 • PLYMOUTH, NORTH CAROLINA 27962 • (919) 793 9026

STATE OF NORTH CAROLINA

COUNTY OF WASHINGTON

REGISTERED ESTATE NO. 57

THE CERTIFICATE OF TITLE OF
KENNETH I. HARTUNG and wife, NANCY STRICKLAND HARTUNG,
EDWIN F. HARTUNG and wife, LILLIAN HARTUNG, and SHEILA H. TYDA
and husband, WILLIAM H. TYDA

I hereby certify that title is registered in the name of KENNETH I. HARTUNG and wife, NANCY STRICKLAND HARTUNG, EDWIN F. HARTUNG and wife, LILLIAN HARTUNG, and SHEILA H. TYDA and husband, WILLIAM H. TYDA, as tenants-in-common, in and to that certain tract or parcel of land lying and being in Washington County, North Carolina, described as follows:

"Beginning at a point marked by an iron pipe (which is located as follows: Begin at an iron pipe located at the intersection of the eastern line of the Norfolk Southern Railroad right of way with the eastern bank of the Pungo River Drainage District Canal, run thence, North 25 degrees 35 minutes east along said right of way line 7920 feet to an iron pipe; thence, South 64 degrees 25 minutes east 10560 feet to an iron pipe, the beginning point), run, thence north 25 degrees 35 minutes east 1320 feet to an iron pipe, a corner; thence, south 64 degrees 25 minutes east 2640 feet to an iron pipe, a corner; thence, south 25 degrees 35 minutes west 1320 feet to an iron pipe, a corner; thence north 64 degrees 25 minutes west 2640 feet to an iron pipe, the beginning, containing 80 acres, more or less, and being lot number 32, North Division, as shown on the plot of the subdivision of Eastern Carolina Home and Farm Association, Inc., which is recorded in the office of the Register of Deeds of Washington County in Map Book 1, page 25".

ESTATE: FEE SIMPLE.

This certificate is issued to Kenneth I. Hartung and wife, Nancy Strickland Hartung, Edwin F. Hartung and wife, Lillian Hartung, and Sheila H. Tyda and husband, William H. Tyda, as

X...SAMPLE-29

tenants-in-common, being the sole heirs-at-law and their respective spouses of Floyd I. Hartung, deceased, pursuant to an Order of the Clerk of Superior Court of Washington County, North Carolina, in that certain action entitled "In the Matter of the Estate of Floyd Isaiah Hartung, Deceased", File #82-E-94, in lieu of Certificate of Title for Registered Estate No. 57, of record in the office of the Register of Deeds of Washington County, North Carolina, in Registration of Land Titles Book No. 15, at Page 177, heretofore issued to Floyd I. Hartung, now deceased, which previously issued Certificate has now been cancelled.

This is REGISTERED ESTATE NO. 57, of record in the office of the Register of Deeds of Washington County, North Carolina, in REGISTRATION OF LAND TITLES BOOK NO. 17, PAGE 738.

Witness my hand and official seal at office in Plymouth, North Carolina, this the 10 day of October, 1985.



Greta H. Barber
GRETA H. BARBER,
REGISTER OF DEEDS OF
WASHINGTON COUNTY, N.C.

This Certificate is hereby cancelled and a new
certificate has been issued by Greta
H. Barber, Register of Deeds
to C. Ceval Fompe
which has been duly recorded in the Book of
Land Titles No. 17 Page 244
Witness my hand in office at Plymouth
N. C. this 10 day of October 1985
Greta H. Barber
REGISTER OF DEEDS

SAMPLE SECTION 9

RELEASE FROM REGISTRATION

X- SAMPLE-31

NORTH CAROLINA
WASHINGTON COUNTY

REGISTERED ESTATE _____

We/I, _____, being the owner(s) of the Registered Estate evidenced by this Certificate of Title, do hereby release said estate from the provisions of Chapter 43 of the General Statutes of North Carolina insofar as said Chapter relates to the form of conveyance, so that hereafter the said estate may, and shall be forever until again hereafter registered in accordance with the provisions of said Chapter and acts amendatory thereof, conveyed, either absolutely or upon conditions or trust, by any form of conveyance other than the Certificate of Title prescribed by said Chapter, and in the same manner as if said estate had never been registered.

This memorandum is made pursuant to the provisions of Chapter 43-25 of the North Carolina General Statutes.

Witness our hands and seal this the _____ day of _____, _____.

_____(SEAL) _____(SEAL)

NORTH CAROLINA, WASHINGTON COUNTY

I, Elaine G. Vann, Register of Deeds for Washington County, North Carolina, hereby attest that the foregoing release was signed by _____, in my presence, and this release is entered and so signed, sealed and attested upon the Certificate of Title in Registration of Titles Book _____ at page _____, of my office, and upon the Certificate of Title of the owner(s) for Registered Estate No. _____.

Witness my hand and official seal at the office in Washington County, North Carolina, this _____ day of _____, _____.

Register of Deeds

By: _____

X. SAMPLE-32

XI.

DOCUMENT

STANDARDS

HB 1073

N.C.G.S. 161-14

Effective Date: July 1, 2002

GUIDELINES FOR CHARGING THE NON-STANDARD DOCUMENT/INSTRUMENT FEE

HB 1073, NCGS 161-14

September, 2002 & June, 2011

- **Execution Date** – Non-standard document fees may not be collected on instruments executed before July 1, 2002. If an instrument contains an execution date that is the date on which you would determine whether or not the non-standard document fee would apply. **The execution date is normally placed on the first page or face of the document or it may appear just prior to signatures, usually the last page of the document.** If an instrument does not contain an execution date, the register should use the date of recording as the execution date. Example: A document does not have the correct margins and an execution date is not shown on the document. The date of document recording is the execution date and the non-standard fee would apply. Date of the Notary Acknowledgement is not considered the date of execution. (See Page 48, of the “North Carolina Guidebook for Registers of Deeds” Eighth Edition, 2000).
- **Discharges & Cancellations (Satisfactions) of Deeds of Trusts and Mortgages** – The non-standard instrument fee **does not apply to any form of cancellation, satisfaction or to discharges.** GS 161-14(d) states that the standards apply to instruments “for which a fee is collected under GS 161-10(a).” GS 45-37(a) 5 & 6 set out requirements for certificates of satisfaction and notices of satisfaction and specifically says “No fee shall be charged for recording any document or certifying any acknowledgements pursuant to this subdivision.”
- **Attachments** – The non-standard instrument fees apply to attachments. If the attachments do not comply with the document standards, the \$25.00 non-standard fee is collected in addition to the regular recording fee. Attachments should be 8 ½ x 11” or 8 ½ x 14”, have ¼” margins, and be printed on one side only with black print on white paper. This includes maps attached to documents. ***This section does not apply to trailer sheets attached to recorded documents by another register of deeds office.*** (Amended 9-13-2004 & 2011)

- **Font size** – The register of deeds has the discretion to waive the non-standard fee if a font smaller than 9 points is used. In order to waive the non-standard fee **for font size less than 9 point, the print must be legible and reproducible.** (Amended 2011)
- **UCC National Standard forms** – The non-standard document fee **does not apply** to the UCC National Standard form. (Policy adopted at 2002 NCARD Education/Legislative conference pending clarifying legislation.)
- **Cover Sheets** – The filing party may attach a cover sheet that contains the proper margins and document type. **The name of the individual who prepared the document must be included on the cover sheet if the document is a deed or deed of trust.** The cover sheet is counted as one page of the document in determining the recording fee paid by the filer. The recording information and North Carolina Excise Tax information (if applicable) should be placed on the cover sheet, which now serves as the first page of the document. Customary practice is to not charge the non-standard fees.
- **Staples, glue, tape or other adhesives** – If the filing party attaches pages using staples, glue, tape or other adhesives in order to create the required margins the register should tactfully explain the problems, which can occur with the handling of the document. Use of staples, glue, tape or other adhesives could create problems producing an archival copy of the document and possible loss of the attachment if the document is subjected to unusual storage conditions. **Although the use of any type of adhesives should be discouraged, it cannot be used as a basis for charging the non-standard document fee.**
- **Bar Forms** – The Real Property Section of the North Carolina Bar has approved new bar forms that comply with the standards. Old forms do not meet the document standards for print on one side only unless copies on to single sheets of paper, and some forms do not have the 3” margin at the top of the first page. Registers should use the following guideline when determining if the non-standard fee applies to “old” Bar forms that have a vertical line through the 3” top margin. What to consider: Does the line inhibit the Registers ability to legibly attach the required recording information within the three (3) inch margin? Legibility should not be an

issue when affixing the recording information over a line or similar mark unless the Registry is using a clear label for recording information and some of the recording information will be distorted by the line/mark.

- **Plats/Maps** – Plats/maps presented for recording, as separate documents are not required to meet the document recording standards.
- **Document Page Size** – Non-standard document fees **do apply** to pages of documents presented for recording that do not measure eight and one half inches by eleven inches or eight and one half inches by fourteen inches.
- **Document Type** – The document standards state that the type of document should be at the top of the first page. **The intent of this language in the statute was to insure that a document type always appear on the face or first page of a document.** This requirement insures and enables Registers and employees of the Register of Deeds to quickly determine the document type. **If a document is prepared in such a way to provide the document type clearly at or near the top of the first page below the 3” margin this should be sufficient to not require the non-standard fee.**
- **Margins** – The intent of the statute in establishing margins was to insure that, regardless of what method (microfilm, copy machine, scanned image) that a Register may use to obtain an archival copy, none of the content of the document is lost or cut off. Documents in the past often went to the very edge of the page on all sides and often were difficult to reproduce. The Register will have to determine to what extent it is necessary to apply the non-standard fee. The Register may want to determine if there is adequate space in the one-fourth inch (1/4”) margins for placement of recording information, such as Book and Page Numbers. If there is anything to be captured in the 1/4” margin, Register of Deeds should make sure it is contained in the record copy. **In most cases, document content in the one-fourth inch (1/4”) margins will required special handling with document processing and the non-standard document fee may be charged.**

DOCUMENT STANDARDS

FREQUENTLY ASKED QUESTIONS

DOCUMENT STANDARDS

FREQUENTLY ASKED QUESTIONS

1. If within the three (3) inch margin at the top of the first page of a document the following is stated “For recording purposes only”, “Excise Tax”, etc. must you collect the non-standard fee?



While the statute calls for a three-inch (3”) blank margin it is important to understand the intent of this blank margin space. The three-inch blank margin is to provide adequate space to affix recording information, re-recording information or any other information necessary to process the document in the Register of Deeds.

2. If there are small marks within the three-inch margin, i.e. small black dots produced by a copy machine, optical mark recognition line, a single black line, etc. should the non-stand document fee apply?

❖ *No, as long as these marks do not prohibit placing the recording information legibly on the document. It is permissible for the Register to cover any marks, lines, etc. with recording information anywhere within the three (3) inch margin.*

3. Should “Whiteout” or similar document correction tools be provided by or used by the Register or members of the register’s staff in order to “make” a document comply with the standards?

❖ *No changes or modifications should ever be made by any member of the Register of Deeds to documents presented for recording.*

4. Does a signature have to be in black ink only?

❖ *No. Document standards do not address the color of ink to be used on*

documents. What the statute says is “Blanks in an instrument may be completed in pen and corrections to an instrument may be made in pen”. The question you may want to ask: Is the information and/or signatures contained within a document legible? If they weren’t legible it would be helpful to call the problem(s) to the attention of the filer so subsequent care can be given to the execution of documents in the future.

5. What do I do if an original instrument contains words that a highlight pen has been applied to which may not microfilm, copy or scan clearly? What if the document has been recorded in another Registry and portions of the document (i.e. “Mail To”) have been highlighted by the first county recording the document?

❖ ***In both cases there is nothing in the statute to prohibit the use of highlight pens and no additional fee should be collected. With few exceptions highlight pens generally do not pose any problem in reproducing the document. The Register will have to determine whether or not special handling is required when some portion of the document has been “highlighted” and use the appropriate document process to capture the highlighted portions of the document.***

6. Does the non-standard fee apply when small fonts are used for addresses and signatures, etc. known as prompts in a document?

❖ ***No.***

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