

7119 SAMPLE RD

02304213

5/8/07

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
Barcode Font = IDAutomationHC39M

J.N. 3609A 400 PC CK#10140 $25.00 12/10/91

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR SERVICES

CRT

Mecklenburg County Health Dept.
Environmental Health Division
c/o Hal Marshall Ctr., Suite 211
700 N. Tryon St.
Charlotte, NC 28202

(704)336-5102

PERSON FILING APPLICATION:
NAME: Cook (last), Jr. DORMAN (first) G. (mi)
ADDRESS: 7119 Sample Rd. PHONE: (704) 875-3340
CITY: Huntersville STATE: NC ZIPCODE: 28078

Date: 12/9/91

PROPERTY OWNER:
NAME: Cook (last), Jr. DORMAN (first) G. (mi) & Melinda W.
ADDRESS: 7119 Sample Rd. PHONE: (704) 875-3340
CITY: Huntersville STATE: NC ZIPCODE: 28078

PROPERTY INFORMATION
(FROM ENGINEERING FORM):
TAX/PARCEL NUMBER: 023-042-13
STREET ADDRESS: 7119 Sample Rd.
ZONING:

SUBDIVISION OR MOBILE HOME PARK NAME:

Township (check one):
[X] 0 Mecklenburg County [ ] 2 Davidson [ ] 4 Pineville [ ] 6 Huntersville
[ ] 1 Charlotte [ ] 3 Cornelius [ ] 5 Matthews [ ] 7 Mint Hill

TYPE APPLICATION (check one):

LOT NUMBER: LOT SIZE (in acres): 15.26 acres

[ ] SOIL TEST - INDIVIDUAL LOT (D)
[ ] NEW CONSTRUCTION ON VACANT LOT - 4 BEDROOMS OR LESS (N)
[ ] EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
[ ] ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A or M)
[ ] COMMERCIAL OR INDUSTRIAL (N)
[ ] SOIL TEST DEVELOPMENT (P)
[X] ADDITION - GARAGE OR RENOVATION/NO MAJOR CHANGES (X)
[ ] MODIFIED /ALTERNATIVE/ OR RESIDENCE > 4 BEDROOMS (Z)
[ ] REPAIR TO SYSTEM (R)

RESIDENTIAL PROPERTY (Type Building, check one):
[ ] SINGLE MOBILE HOME (S) [X] HOUSE (H) [ ] MULTIPLE FAMILY (U)
[ ] DOUBLE WIDE (D) [ ] MODULAR HOME (M) [ ] OTHER _____ (O)

NUMBER BEDROOMS: 4 NUMBER OCCUPANTS: 4

SYSTEM CLASSIFICATION:

COMMERCIAL/INDUSTRIAL PROPERTY:
Type Business _____ # Employees ___ Per Shift ___ ___ ___
Industrial Wastes (Y/N) ___
Underground Storage Tanks On Property (Y/N) ___ Type _____

WATER SUPPLY (check one):
[ ] Community (C) [ ] Shared Well (S)
[ ] Municipal (M) [ ] Other 'spring' (O)
[X] Private Well (P)

FUTURE ADDITIONS - ALL PLANNED ADDITIONS MUST BE ENTERED (check all that apply):
[ ] Swimming Pool [ ] Jacuzzi [ ] Stable/Barn [ ] Workshop [ ] None
[X] Garage [ ] Storage Building [ ] Deck/Patio [ ] Bedrooms [ ] Other

The undersigned, owner, or legal agent for the owner, of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY HEALTH DEPARTMENT to enter onto the property for the purpose of processing this request.

Signed: Melinda W. Cook Date: 12/9/91

NOTICE:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules for Sanitary Sewage Collection, Treatment And Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

...No work shall be conducted on the septic tank system until an installation, Construction, Alteration and/or Repair permit is issued by this Department.

...This permit is not transferable.

...

[ ] IMPROVEMENT PERMIT - VALID 60 MONTHS FROM ISSUANCE
[ ] MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE
[ ] ADDITION/RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE

Tim Whitaker 12/11/91
Environmentalist Date

Kelly Ramsey 12-11-91
Director or Authorized Section Head Date

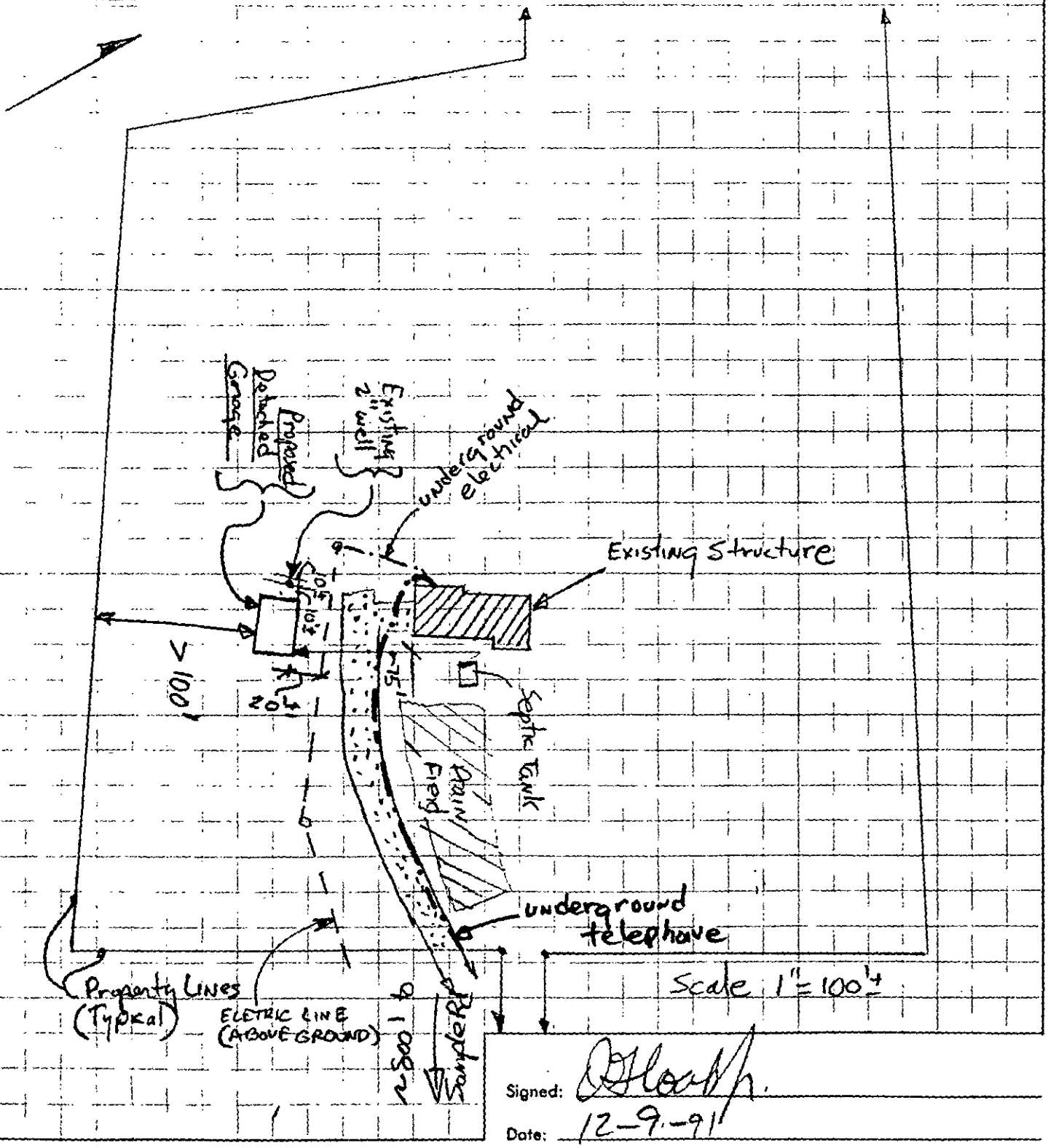
WWATER : 112991

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 36091A

TC: _____

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries, proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Signed: _____

Date: 12-9-91

TO: ENVIRONMENTAL HEALTH DEPT. DATE 12-9-97
BUILDING STANDARDS DEPT.
DEPT. OF ENVIRONMENTAL PROTECTION/
SOLID AND HAZARDOUS WASTE

FROM: COUNTY ENGINEERING DEPARTMENT

EHD FILE _____ JURISDICTION CODE Meck

PARCEL NUMBER 023-042-13

ASSIGNED ADDRESS 7119 Sample Rd

EXISTING ADDRESS _____

PROJECT NAME NA

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

	APPROVED	DISAPPROVED
1. SUBDIVISION REGULATIONS	/ /	/ /*
2. FLOODWAY REGULATIONS	/ /	/ /*
3. EROSION CONTROL REGULATIONS	/ /	/ /*
4. PUBLIC UTILITY EASEMENT	/ /	/ /*

	PRESENT	NOT PRESENT
5. PUBLIC UTILITY EASEMENT	/ /*	/ /
6. PROPERTY FRONTS ON THOROUGHFARE	/ /*	/ /
7. DRIVEWAY PERMIT REQUIRED	/ /*	/ /

*If checked, further investigation will be required to determine whether a building permit can be issued by Building Standards for the site.

REMARKS: Detached Garage

NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIER'S OFFICE AT BUILDING STANDARDS WHEN PAYING PERMIT FEES.
A CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL THE TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

SIGNED: _____

OPWEAR 06-88

NEW ADDRESS / /*

FORM 100

CERTIFICATE OF COMPLETION/OPERATION PERMIT

MECKLENBURG COUNTY · ENVIRONMENTAL HEALTH ·
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 3609-A DATE: 3-2-08
TC: 00364213 ☐ L ☐ CRT
SERIAL № 10822

Name of Owner DORMAN COOK Juris.:
Address of Property 7119 SAMPLE RD

Inspection Data:

Tank Material PCC
Total Length of Drainfield 535
Number of Lines 5 @ 107'
Cover Depth 1'
Water Supply Source well
Distance to Water Source 50'+
Excavation Inspected 3-2-08
Tank(s) Inspected 3-2-08
Wash Line Inspected /
High Water Alarm Inspected

PLOT

Design: 1498 1500ST CON 1645 SFT 12G [illegible] CTR# 99

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☑ installed or constructed ☐ altered or repaired
☐ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of 10 NCAC 10A .1900, "Laws And Rules For Sanitary Sewage Collection, Treatment, And Disposal" in effect on the date of issuance of the permit. The issuance of this

☐ Certificate of Completion ☐ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 10 NCAC 10A .1900 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

COMMENTS:

[signature]
Environmentalist

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR PERMIT

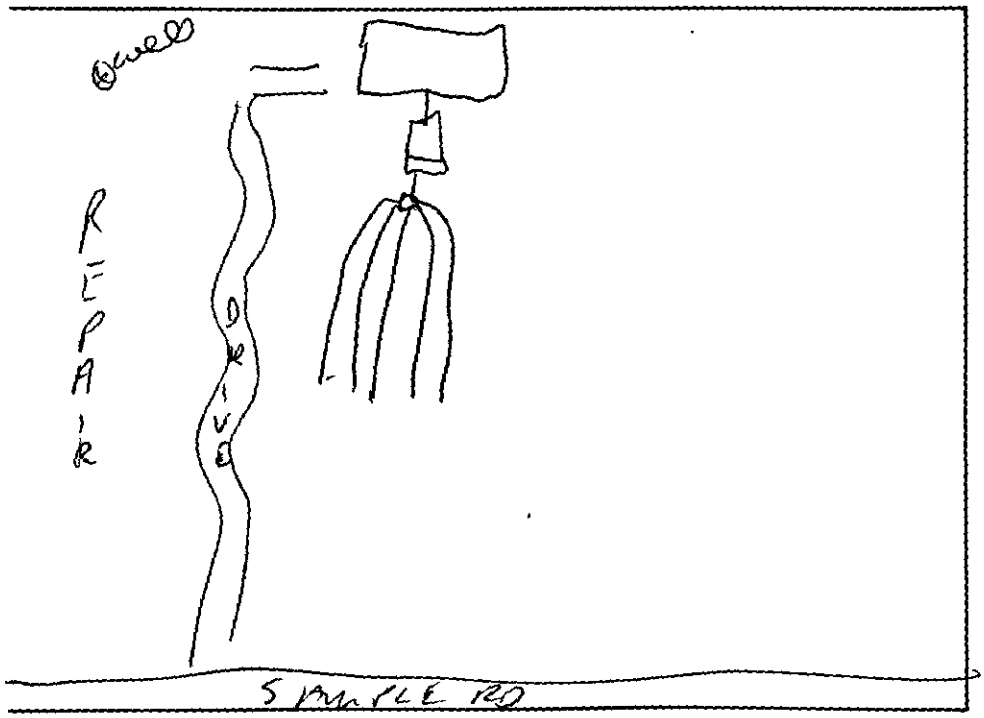
MECKLENBURG COUNTY · ENVIRONMENTAL HEALTH ·
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 3609-A DATE: 2-19-88

TC: 003-642-13 ☐ L

SERIAL № 11594

Permission is hereby given to ✓ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 8-6-87. All work shall be completed on or before 3-19-88, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 10 NCAC 10A .1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Department of Environmental Health before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — gallons

Tank Construction PCC

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Total Line Length 535 feet

Number of Lines 5 x 107

Depth of Stone 12 inches

Distance from House 5 feet

Distance from Property Line 10 feet

Distance from Well 100' feet

NAME OF OWNER COOK, DORMAN

LOCATION OF PROPERTY 7119 SIMPLE RD

Comments: 5 lines @ 107' each

S. Powell RS.
Division or Section Head

Environmentalist

* If this permit is for the installation or construction of a new system, it must be signed by the division or a section head of the Department of Environmental Health in order to be valid. Only the signature of the Environmentalist is required where an existing system is being altered or repaired.

WHITE - ENVIRONMENTAL HEALTH DEPARTMENT'S COPY ● CANARY - ENVIRONMENTALIST'S COPY ● PINK - OWNER OR AGENTS COPY

APPLICATION FOR AN IMPROVEMENT PERMIT

MECKLENBURG COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

RECEIVED
AUG 6 1987
ENVIRONMENTAL HEALTH

(OFFICE USE ONLY)
FILE: 3609A
TC: _____
SERIAL: Nº 14085 ☐ L ☑ CRT

JOB LOCATION

① ADDRESS: 7119 (STREET NO.) Sample Road (STREET), Huntersville, NC ② FILE: _____
③ JURISDICTION: Mecklenburg ④ TAX PARCEL NO.: 023 042 13
⑤ SUBDIVISION: _____ ⑥ LOT: _____ ⑦ BLOCK: _____

OWNER

⑧ NAME: Dorman (FIRST) George (MIDDLE) Cook (LAST), JR.
⑨ MAILING ADDRESS: Rt 3, Box 1085
⑩ CITY: Huntersville ⑪ STATE: N.C. ⑫ ZIP: 28078
⑬ PHONE: (WORK) 373 5825 ⑭ (HOME) 392-1772

REQUEST

This request is for a(n):

⑮ ☒ New permit
⑯ ☐ Repair or alteration permit
⑰ ☐ Authorization for mobile home exchange
⑱ ☐ Other (specify) _____

DESIGN CRITERIA

System will serve:

⑲ ☒ Residence ⑳ ☐ Mobile home
㉑ ☐ Business or place of public assembly
㉒ Number of bedrooms? 4
㉕ Type? _____
㉓ Maximum occupancy? 4±
㉖ Maximum number of employees? _____
㉔ Basement? ☐ yes ☒ no
㉗ Maximum number of seats? _____

WATER SUPPLY

㉘ Water supply from (present or proposed):

A ☒ Individual well
B ☐ Municipal system
C ☐ Community well
D ☐ Community system

㉙ The undersigned, owner of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: Dorman G Cook Jr.

Date: 8-6-87

IMPROVEMENT PERMIT

The undersigned, an authorized agent of the MECKLENBURG COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws And Rules For Sanitary Sewage Collection, Treatment And Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

. . . No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair permit is issued by this Department.

. . . This permit is not transferable, and shall become null and void 36 months from the date of issuance.

Kelly Randall, 8-14-87
Environmentalist / Date

Sylvia D Daniel, 8-14-87
Director or Authorized Section Head / Date

*This permit must be signed by the Director of Environmental Health or an authorized section head in order to be valid.

PROPOSED PLOT PLAN

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH

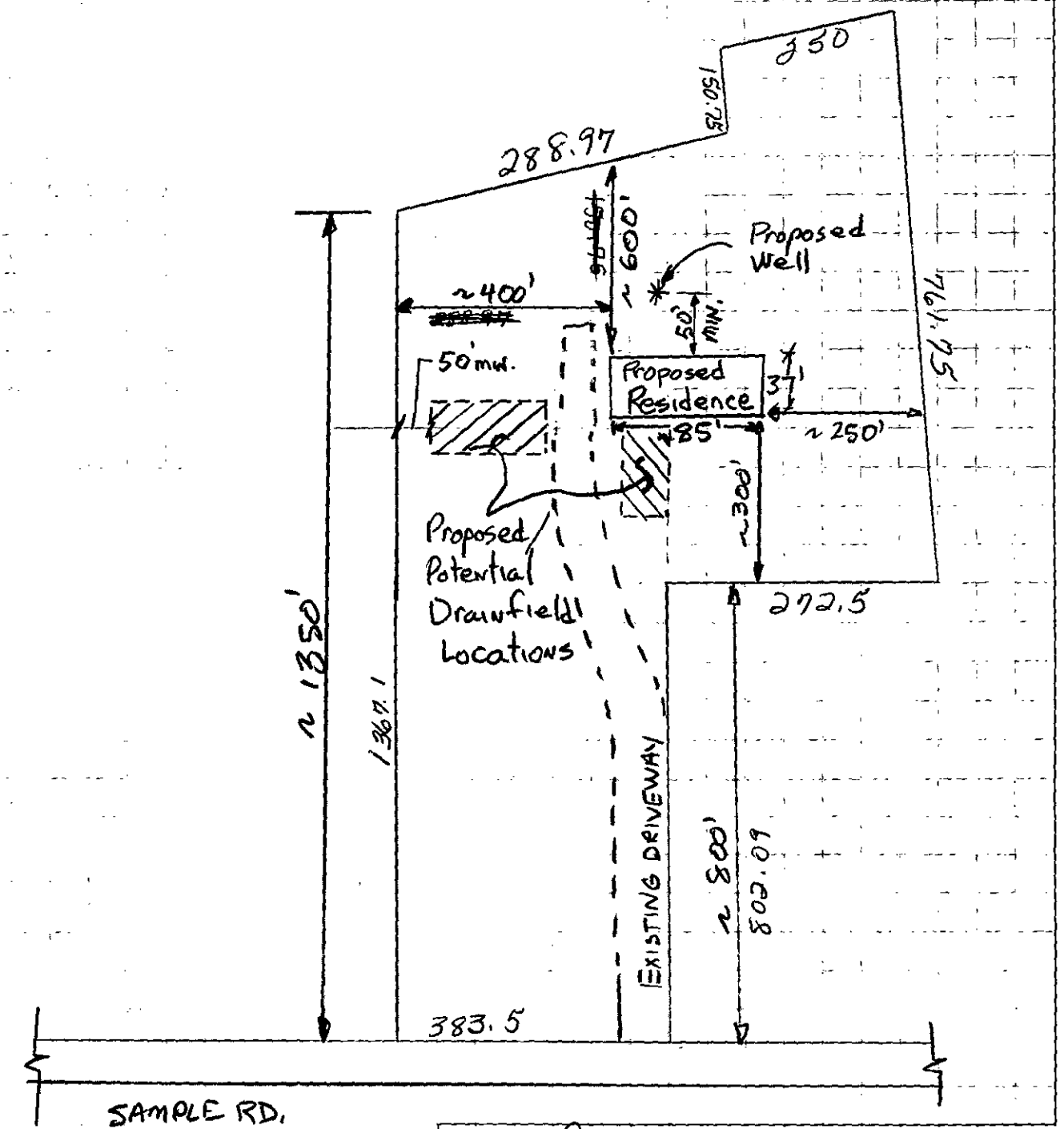
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 3609A

TC: _____

MECK COUNTY ... OF
RECEIV
AUG 6 1987
ENVIRONMENTAL HEALTH

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries, proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



Signed: Norman Mack Jr.

Date: 8-6-87

MECKLENBURG COUNTY
Department of Environmental Health

July 17th, 1987

Dorman George Cook, Jr.
Rt. 3, Box 1085
Huntersville, NC 28078

RE: Property located at Sample Road
FILE: 3609A
PARCEL: 02304213

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The property was found to contain a limited area of soils which were classified as provisionally suitable for such an installation. A copy of the Site Evaluation Report (Serial Number 14319) is enclosed for your information.

Should you desire to file for permission to install a ground absorption sewage disposal system, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. The plan will be reviewed and if it is found that the area of provisionally suitable soils is adequate for the proposed construction, an Improvement Permit will be issued by this Department.

If I may be of assistance, please do not hesitate to contact me.

Sincerely,

Sylvia D. Daniel, R.S.
Environmental Health Supervisor
Environmental Resources Division

Enclosure

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 14319

File: 3609A Action

Parcel: 02304213 ☐ PC

Location: Sample Road

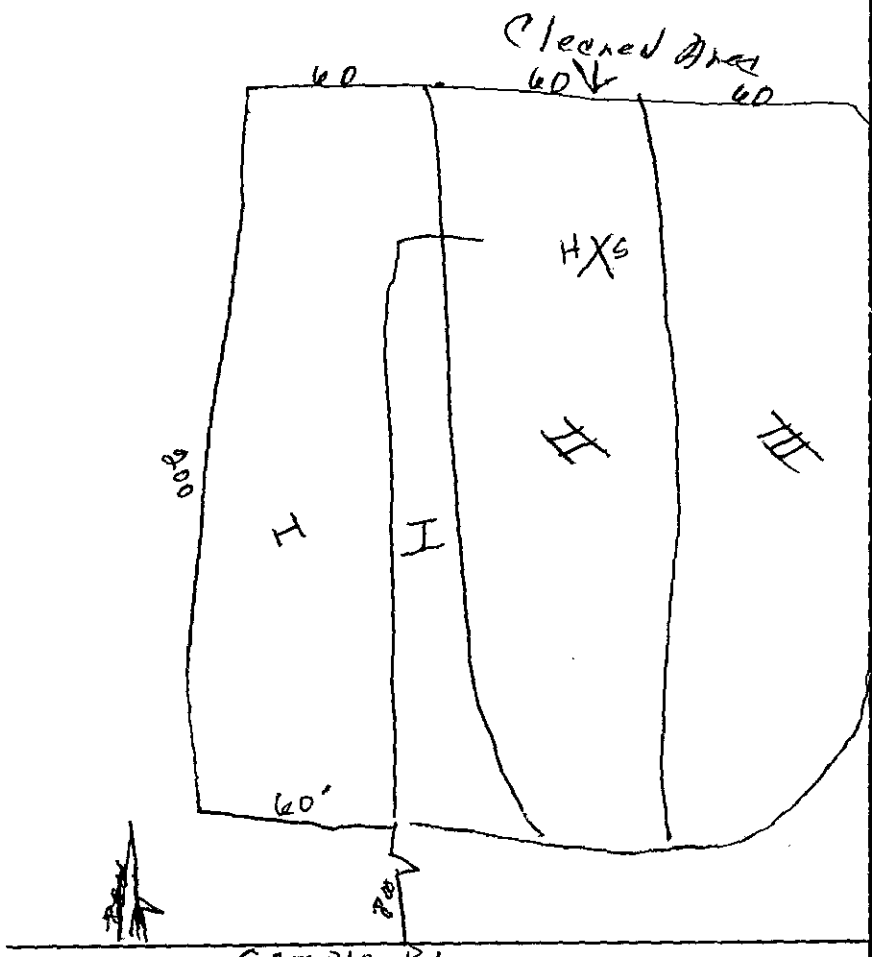
Subdivision:

Lot: Block: Acres: 1.

Owner: Dorman George Cook, Jr.
Address: Rt. 3, Box 1085
Huntersville, NC 28078

Comments: Part of Larger Tract
Area III Cannot Be Reached
By Gravity

Described by: W. B. Ramsey
Date: 7 - 15 - 87



***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S (PS) U 2-6	S (PS) U 2-6	S (PS) U 2-6	S PS U	S PS U	S PS U
Texture	S (PS) U	S (PS) U	S (PS) U	S PS U	S PS U	S PS U
Structure	S (PS) U	S (PS) U	S (PS) U	S PS U	S PS U	S PS U
Drainage	S (PS) U	S (PS) U	S (PS) U	S PS U	S PS U	S PS U
Depth	S (PS) U 41-42	S PS (U) 20-24	S (PS) U 36-38	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U	S (PS) U	S (PS) U	S PS U	S PS U	S PS U
Available Space	S (PS) U	S (PS) U	S (PS) U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	IVa Cullen Like	IVa Cullen Like	IVa Cullen Like			
Area Classification	S (PS) U	S PS (U) 54	S (PS) U	S PS U	S PS U	S PS U

APPLICATION FOR SOIL INVESTIGATION

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH

1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 3609A

TC: _____

☐ PC ☐ REPT

MECK COUNTY DEPARTMENT OF
RECEIVED
JUN 23 1987
ENVIRONMENTAL HEALTH

JOB LOCATION

① ADDRESS: Sample Rd. (N.C. STATE Rd 2125)

② SUBDIVISION: — ③ LOT: — ④ BLOCK: —

⑤ PARCEL REFERENCE: BOOK NO.: 023 PAGE NO.: 042 PARCEL NO.: 13

⑥ DEED REFERENCE: Deed Ref 435284 BOOK NO.: 4354 PAGE NO.: 0417 - 0418

OWNER

⑦ NAME: Dorman (FIRST) George (MIDDLE) Cook, Jr. (LAST)

⑧ MAILING ADDRESS: Rt 3, Box 1085

⑨ CITY: Huntersville ⑩ STATE: NC ⑪ ZIP: 28078

⑫ PHONE: (WORK) 373-5825 or 1875-6946 (HOME) 392-1772

⑬ Accurately diagram and dimension lot.

See attached property map.
Please note area of "proposed" septic system.
Proposed area will be marked appropriately.
Owner would like to accompany investigator to secure an acceptable location before Improvement Permit is submitted.

⑭ The undersigned, owner of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: D Hoath

Date: 6-22-87

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

WHITE - ENVIRONMENTAL HEALTH DEPARTMENT'S COPY ● CANARY - ENVIRONMENTALIST'S COPY ● PINK - OWNER'S COPY

4354 0417

PRESENTED FOR REGISTRATION

OCT 10 2 44 PM '80

CHARLIE [illegible]
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the 12 day of August, 1985

Signed: Angus R. Shaw, Jr.

Note: Claudia M. Shaw died Jan. 14, 1983

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. Out of 023-042-03

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

by _____

Mail after recording to LANE and HELMS
ATTORNEYS AT LAW
Suite 911 Cameron-Brown Bldg.
301 S. McDowell
CHARLOTTE, N. C. 28204

This instrument was prepared by _____

Brief description for the Index 15.26 acres, Sample Road

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 9th day of October, 19 80, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
DORMAN G. COOK, JR. and wife, MELINDA W. COOK	H. Parks Helms Attorney at Law 911 Cameron-Brown Bldg. Charlotte, N. C. 28204	ANGUS R. SHAW, JR. and wife, CLAUDIA M. SHAW

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 TEN THOUSAND EIGHT HUNDRED AND NO/100 ($10,800.00) Dollars ($ 10,800.00), as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said promissory note, if not sooner paid, is October 1, 1985

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 _____ LONG CREEK Township, Mecklenburg County, North Carolina, and more particularly described as follows:

BEGINNING at an iron pin in the right of way of Sample Road (State Road 2125), which iron pin is located at the southeasterly corner of that certain parcel or tract of land conveyed to Angus R. Shaw, Jr. and wife, Claudia M. Shaw, by deed recorded in the Mecklenburg Public Registry in Book 1070, Page 187; and running thence from said BEGINNING POINT with the southerly boundary of the tract of land described in the aforementioned deed N.52-46W. 1367.10' to an iron pin; running thence N.19-18E. 288.97' to an iron pin; running thence N.55-00W. 90.79' to an iron pin; running thence N.25-15E. 250' to a new iron pin; running thence, a new line, S.59-22E. 761.75' to an iron pin in the northwesterly corner of that certain parcel of land conveyed to E. M. Puckett by deed recorded in the Mecklenburg Public Registry in Book 846, Page 274; running thence with the Puckett (now or formerly) line as follows: 1) S.33-51W. 271.26' to an iron pin; and 2) S.56-19E. 802.09' to a point in the right of way of Sample Road (State Road 2125); running thence within the right of way of Sample Road S.33-30W. 383.50' to an iron pin, the point or place of BEGINNING; and containing 15.26 acres according to a boundary survey for Dorman G. Cook, Jr. and wife, Melinda W. Cook, by Buckner & Associates dated October 1, 1980.

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, 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 note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, 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 note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any of such events, if the default is not made good within fifteen (15) days, the note 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 hereby 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 then 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 such and any resales and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the Sale shall after the Trustee retains his commission be applied to the costs of sale, the amount due on the note hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale or the minimum sum of $ 350.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half thereof after issuance of said notice; three-fourths thereof after such hearing; and the greater of the full commission or minimum 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 exceeding 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 the 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 Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

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 Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

3. 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.

4. 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.

5. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

6. 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 Note, then the holder of the Note 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.

7. 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 Beneficiary and charged to the Note and secured by this Deed of Trust.

8. 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, 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)

USE BLACK INK ONLY

Dorman G. Cook Jr. (SEAL)
DORMAN G. COOK, JR.

..... (SEAL)

Melinda W. Cook (SEAL)
MELINDA W. COOK

..... (SEAL)

SEAL-STAMP

NORTH CAROLINA, Mecklenburg County.

I, a Notary Public of the County and State aforesaid, certify that DORMAN G. COOK, JR. and wife, MELINDA W. COOK Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of October, 19 80

My commission expires: 1-9-85 Charlene H. Pridgen Notary Public

Use Black Ink

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 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 its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary

Witness my hand and official stamp or seal, this ..... day of ..... 19.....

My commission expires: .... Notary Public

Use Black Ink

The foregoing Certificate(s) of Charlene H. Pridgen, a Notary Public for said County and State .....

.....

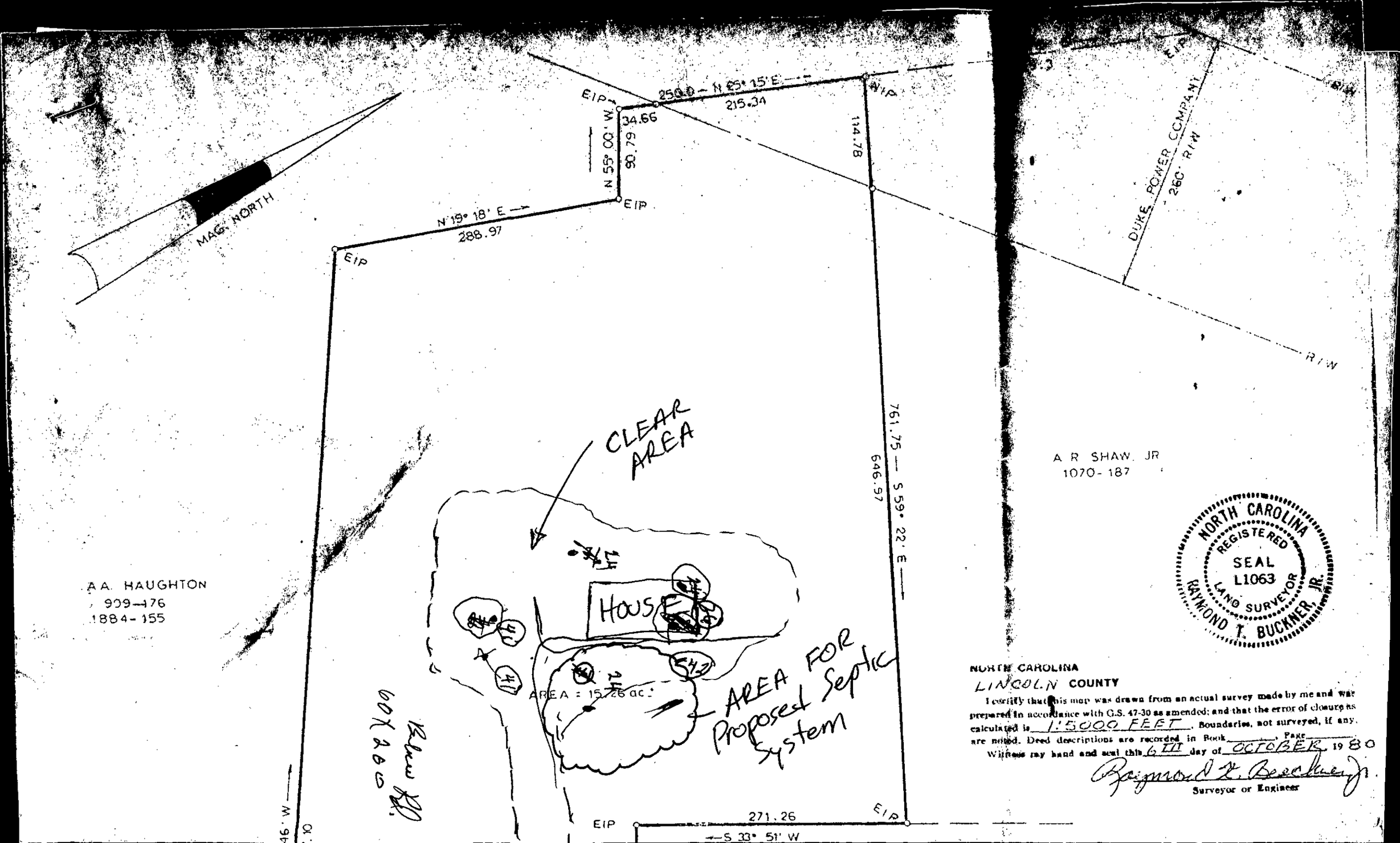
.....

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.

Charles E. Crowder REGISTER OF DEEDS FOR Mecklenburg COUNTY

By Mary A. Rice ~~Assistant~~-Register of Deeds.

N.C. Bar Assoc. Form No. 5 - 1976, Revised 1977. This 10th day of October, 1980



NORTH CAROLINA

LINCOLN COUNTY

I certify that this map was drawn from an actual survey made by me and that the error of closure as calculated is 1:5000 FEET. Boundaries, not surveyed, if any, are noted. Deed descriptions are recorded in Book _____, Page _____

Witness my hand and seal this 6TH day of OCTOBER 1980

Raymond T. Buckner, Jr.

Surveyor or Engineer

Sworn to and subscribed before me this 6th day of OCTOBER, 1980.

My commission expires: My Commission Expires April 7, 1985

Elizabeth S Parker
NOTARY PUBLIC

ELIZABETH S. PARKER NOTARY PUBLIC LINCOLN COUNTY, N. C.

E. M PUCKETT
846 - 274

N 52°

1367

CLEARED AREA FOR ROAD

765.59

802.09 — S 56° 19' E

SAMPLE RD

BEATTIES FORD ROAD

℄ SR 2125
60' R/W

EIP

383.50

— S 33° 30' W

NIP
36.50

APPROX. 2220 ft

BOUNDARY SURVEY FOR

DORMAN G. COOK, JR,
and wife, MELINDA W.

LONG CREEK TWSP — MECKLENBURG [illegible]

SCALE: 1" = 100' DATE: [illegible]

BUCKNER & ASSOCIATES
212 E MAIN ST
LINCOLNTON, NC 28092
TELEPHONE: 735-7214

RAYMOND T BUCKNER JR [illegible]
DRAWN BY: ELIZABETH PARKER