

10715 COBLE RD

13913303

12/26/2007

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

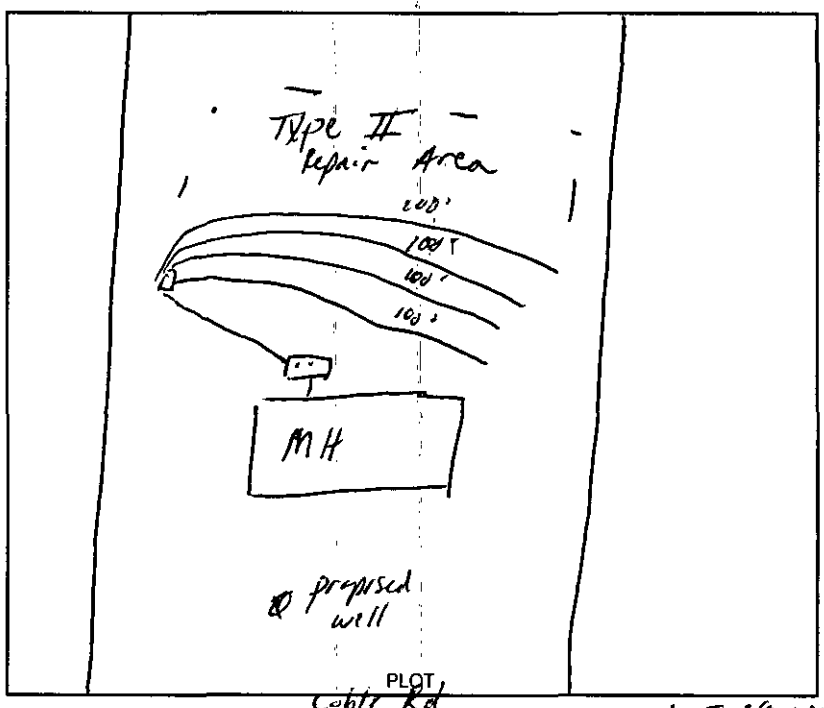
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1977B DATE: 7/17/97
TC: 1391303 ☒ L ☐ CRT
SERIAL Nº 17154

Name of Owner Tony Lee Gosnell Juris.: _____
Address of Property 10715 Coble Rd

Inspection Data:

Tank Material PCC
Total Length of Drainfield 400'
Number of Lines 4 @ 100'
Cover Depth 12"
Water Supply Source well
Distance to Water Source >100' (50' min)
Excavation Inspected 7/17/97
Tank(s) Inspected 7/17/97
Wash Line Inspected plumb to tank
High Water Alarm Inspected NA



Design 1992, 1500ST, CON, 1200SFT, 12" stone Cecil CTR# WT Norwood

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 I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This 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 I5A NCAC 18A. 1990 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.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: septic system designed for a 3 bedroom residence
Type II MH not set up during time of inspection

Philip S. Walker R.S.
Environmental Health Specialist

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

DATE 6/16/97

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Mint

139-131-03P0
PARCEL NUMBER

10715 Coble Rd
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

Lot #3
EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

N/A
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	**✓ APPROVED**	**____ NOT APPROVED**
2. FLOODWAY REGULATIONS	**✓ APPROVED**	**____ NOT APPROVED**
3. WATERSHED PROTECTION	**✓ APPROVED**	**____ NOT APPROVED**
4. COMMERCIAL DRAINAGE PLAN	**✓ APPROVED**	**____ NOT APPROVED**
5. PUBLIC UTILITY EASEMENT	**____ PRESENT**	**✓ NOT PRESENT**
6. PROPERTY FRONTS ON THOROUGHFARE	**____ YES**	**✓ NO**
7. DRIVEWAY PERMIT REQUIRED	**____ YES**	**✓ NO**
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	**____ YES**	**✓ NO**

REMARKS: Address Verification

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

ALL OTHER FORMS OBSOLETE

☐ NEW ADDRESS

SIGNED: Gm Pearson

REVISED 1/91

cash 1st well

HOLD

FEE: $200.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 6/12/97 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 6/12/97 **PERMIT NO:** 1977B

PARCEL NO: 139 131 03 PO

JOB LOCATION ADDRESS: 10715 Coble Rd

PROPERTY OWNER: Tony Gosnell

BUILDING CONTRACTOR: _____

SUBDIVISION NAME: -

AUTHORIZATION ISSUED BY: Philo S. Walker R.S. **DATE:** 6/12/97

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 1977B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: _____

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

t Tony L. Gosnell 6-12-97

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE **DATE**

Permit Number: 1977B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 139 13103 PO

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

.3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
YES Serviced by private well	1500 Gallon septic tank	400' Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone	

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions:

Repair Area System Type Type (circle one): I (II) III IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

1200' Absorption Area (Sq ft) 400' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth

For existing system, enter the year originally installed:

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 Sewage, 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 Approval is granted by this Department
- This Improvement permit is transferable.

Philo L. Walker R.S. 6/12/97
DEHNR Authorized Agent Date

X Tony Lee Gosnell 6-16-97
Owner/Agent Signature Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL, HEALTH,
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FEE: 100.00 cash #
DATE: 6/6/97 gc

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

I CRT

TYPE APPLICATION: __ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT,
HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FILE #: 1977B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: Part of 139-131-03

STREET ADDRESS: Lot # 3 Coble rd.

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

LOT NUMBER: # 3

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S) __ MODULAR HOME (M)
✓ DOUBLE WIDE (D) __ MULTIPLE FAMILY (U)
__ HOUSE (H) __ OTHER (O)

TOWNSHIP (CHECK ONE):

__ 0 MECKLENBURG __ 4 PINEVILLE
__ 1 CHARLOTTE __ 5 MATTHEWS
__ 2 DAVIDSON __ 6 HUNTERSVILLE
__ 3 CORNELIUS ✓ 7 MINT HILL

HEATED SQUARE FOOTAGE: 1,066

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

CLOSING DATE [redacted] 6-11-97

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT __ WITH BASEMENT /PLUMBING
✓ ON SLAB __ WITH BASEMENT /NO PLUMBING
__ CRAWL SPACE

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE): __ COMMUNITY (C) __ MUNICIPAL (M) ✓ PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES ✓ NO
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES ✓ NO
WELL, SPRINGS OR WATERLINES __ YES ✓ NO
DESIGNATED WETLANDS __ YES ✓ NO

PROPERTY OWNER: (Boyce)

NAME: Gosnell, Tony, Lee
(LAST) (FIRST) (MI)

ADDRESS: 7411 Mystic Ln.

CITY: Charlotte STATE: NC ZIP: 28227

DAYTIME PHONE: (704) 568 - 8134

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. 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: Tony Lee Gosnell DATE: 6-6-97

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

139-131-03 PO Cosnell 1977B

VICINITY MAP
NO SCALE

I, JAMES LYNN STROME, HEREBY CERTIFY THAT THIS SURVEY CREATES A PARCEL OF LAND WITHIN THE AREA OF A ZONING ORDINANCE THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND

REGISTERED LAND SURVEYOR L-3682 LICENSE #

************** PRELIMINARY **************
Not for Sale, Conveyances, or Recordation

COMPLETED MAY 1 3 1997

I, JAMES LYNN STROME CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1:10,000+ BEFORE ADJUSTMENTS. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND ORIGINAL SIGNATURE. REGISTRATION NUMBER AND SEAL THIS ____ DAY OF _____ 1997.

REGISTERED LAND SURVEYOR L-3682 LICENSE #

NORTH CAROLINA,
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT JAMES LYNN STROME, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FORGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS ____ DAY OF _____ 1997

NOTARY PUBLIC MY COMMISSION EXPIRES

CERTIFICATE OF OWNERSHIP AND DEDICATION
I HEREBY CERTIFY I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF MINT HILL. THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

DATE OWNER

NORTH CAROLINA,
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT
PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FORGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS ____ DAY OF _____ 1997.

NOTARY PUBLIC MY COMMISSION EXPIRES

COBLE ROAD
± 60' RIGHT-OF-WAY
SEE DEED BOOK 2497-306 FOR DEDICATION OF ROAD RIGHT-OF-WAY
S.R. #3150

± R/W may be at Concrete Marker; NEED TO VERIFY

R/W
CENTERLINE
R/W
SETBACK
OVERHEAD POWER SUBJECT TO R/W
EXISTING 1/2" PIPE AND R/W MONUMENT
NEIGHBORS GRAVEL DRIVE
216.5'
12.42'
122.79'
37.28'
103.94'
N 59°53'46" W 558.88'
116.11'
25.13'
141.22'
146.21'
143.43'
143.08'
269.10'
300.15'
318.46'
337.64'
60' FRONT SETBACK
20' SIDE SETBACK
20' SIDE SETBACK
30' REAR SETBACK
50' CONC. RIGHTS-OF-WAY

LOT 1
50800 SQFT.

LOT 2
40400 SQFT.

LOT 3
43600 SQFT

LOT 4
46300 SQFT

TAX CODE: 139-131-02
PATRICIA A. LAWRENCE
2034-406

THIS SELL WAS RECENTLY SURVEYED

LOT 1 MB 20-758
ALBERT WAYNE GRIFFIN
5054-282

LOT 33 MB 20-843
MICHAEL J. REEN SR
5333-830

LOT 34 MB 20-843
RICHARD LEE THOMPSON
5857-279

LOT 35 MB 20-843
WILLIAM A. LOWE SR
7726-605

TAX CODE
JOHNS 139-141-07
EDWIN SMITH
3614-862

PROPERTY LINE
TIE LINE
UNSURVEYED LINE
BACK OF CURB
SETBACK LINE
COMPUTED POINT
POWER POLE

1. THIS SURVEY IS SUBJECT TO ANY EASEMENTS AND R/W'S OF RECORD.
2. THIS PLAT IS THE RESULT OF MINT HILL'S SUBDIVISION ORDINANCE REGULATIONS.
3. NO NEW STREETS OR ROADS WERE CREATED OR TO BE BUILT WITH THIS PLAT.
4. A TITLE SEARCH WAS NOT PERFORMED AS OF THIS DATE.
5. PART OF TAX CODE 139-131-03

FINAL RECORD PLAT
OF THE PATRICIA LAWRENCE PROPERTY
PROPERTY OF PATRICIA LAWRENCE
TAX CODE: 139-131-03
PART OF DEED BOOK 2034-406
CLEAR CREEK TOWNSHIP, MECKLENBURG COUNTY
NORTH CAROLINA
MAY 13, 1997

File name: C:\EPSA\COBLE JOB #97124

60 0 60 120 180
Scale 1" = 60'

A SUPREME LAND SURVEYING COMPANY
[illegible] MATTHEWS NC
[illegible] JAMES L. STROME L-3682

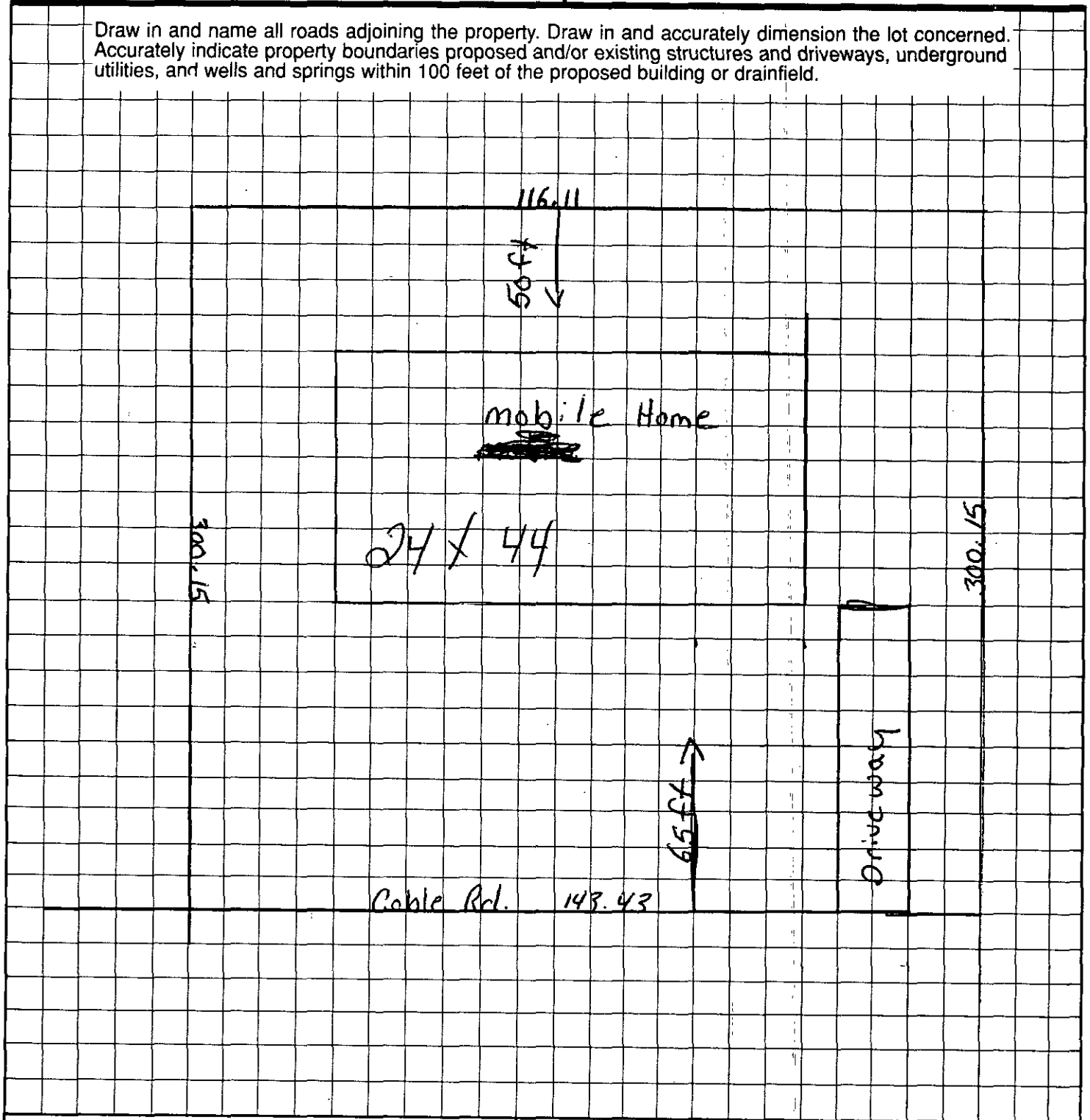
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1977B

TC: 139-131-03PO

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.



Tony Lee Gosnell
OWNER/AGENT SIGNATURE

DATE 6-6-97

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

OFFER TO PURCHASE AND CONTRACT

BOYCE EARL GOSNELL / TONY Lee GOSNELL as Buyer, hereby offers to purchase and LOTS INC as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property") in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of NOT KNOWN, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address: COBLE Rd. Zip 28277
Legal Description: Lot 113 (Cook Road)

2. **PERSONAL PROPERTY:** None

3. **PURCHASE PRICE:** The purchase price is $ 22,900.00 and shall be paid as follows:
(a) $ 125.00 2/3/97 75.00 in earnest money paid by CASH (cash, bank, certified, or personal check) with the delivery of this contract, to be held in escrow by Bryant Realty Inc. as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;
(b) $ N/A by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;
(c) $ N/A by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of _____ % per annum payable as follows: _____
Prepayment restrictions and/or penalties, if any, shall be: _____
Assumption or transfer rights, if any, shall be: _____
(d) $ 22700.00 the balance of the purchase price in cash at closing.

4. **CONDITIONS:** (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)
(a) The Buyer must be able to obtain a firm commitment on or before MARCH 15, 1997, effective through the date of closing for a Conventional loan in the principal amount of $ 20,500.00 for a term of 15 year(s), at an initial rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: NONE
(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A with mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance. (See Standard Provision No. 2). If such assumption requires the lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, those costs are as follows: _____
(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for Residential Double Wide purposes.

5. **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: NONE (Insert "None" if none.) Seller shall pay the amount of any assessments indicated as to be set forth above, including the identification of any such assessments, if any. The agreement for payment or proration of any assessments indicated as to be set forth above shall be:

6. **OTHER PROVISIONS AND CONDITIONS:**
(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions which shall be deleted: (If none are to be deleted, state "None") 2 - 8, 9, 11
b) Subject to LOTS INC being able to convey clear title to Property.
c) Subject to the zoning use being changed to allow double wide 24x4
d) this loan will include $ 250.00 for a well, $ 2100.00 for septic & $ 1500 for closing & driveway. Total improvements $ 3850.00
e) Seller will survey.
f) Buyer will pay an additional $ 3600.00 within 10 days of acceptance.
g) Lot and $ 375 max Assessments
IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before on or before April 30, 1997 at a place designated by BUYER. The deed is to be made to Boyce Earl Gosnell.

8. **POSSESSION:** Possession shall be delivered @ Closing. In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of $ _____ per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer: 2-27-97 Date of Acceptance _____

Buyer Boyce Earl Gosnell (SEAL) Seller _____ (SEAL)

Buyer Tony Lee Gosnell (SEAL) _____ (SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 2-27-97 Firm Bryan Realty Inc

By: (Joe Collins)

Selling Agent/Firm _____

Listing Broker _____

STANDARD PROVISIONS

1. **EARNEST MONEY:** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Seller, then the earnest money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then the earnest money shall be forfeited but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in his trust or escrow account until he has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

2. **LOAN ASSUMED:** In the event a loan is assumed as part of the payment of the purchase price, then all payments due from Seller thereon must be current at closing, and the principal balance assumed shall be computed as of the date of closing. The amounts shown for the assumption balance and cash at closing shall be adjusted as appropriate at closing to reflect the final computations. Unless Buyer has otherwise specifically agreed in writing, the existing loan must be assumable without either acceleration of the amount secured or any change in the original terms of the note and deed of trust. Buyer shall be responsible for all assumption costs. Seller shall have no obligation to pay any loan assumption costs unless specifically set forth in this contract. The escrow account, if any, shall be purchased by Buyer.

3. **PROMISSORY NOTE AND DEED OF TRUST:** In the event a promissory note secured by a deed of trust is given by Buyer to Seller as part of the payment of the purchase price, the promissory note and deed of trust shall be in the form of and contain the provisions of the currently approved N. C. Bar Association Forms 4 and 5, as modified in paragraph 5(c) on the reverse side hereof.

4. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing.

(a) Ad valorem taxes on real property shall be prorated on a calendar year basis to the date of closing;

(b) Ad valorem taxes on personal property for the entire year shall be paid by Seller;

(c) All late listing penalties, if any, shall be paid by Seller;

(d) Rents, if any, for the Property shall be prorated to the date of closing;

(e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues.)

5. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

6. **CONDITIONS:**

(a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and cancelled by Seller prior to or at closing.

(c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

7. **NEW LOAN:** Buyer shall be responsible for all costs with respect to any new loan obtained by Buyer. Seller shall have no obligation to pay any discount fee or other charge in connection therewith unless specifically set forth in this contract.

8. **INSPECTIONS:** Unless otherwise stated herein: (i) the electrical, plumbing, heating and cooling systems and built in appliances, if any, shall be in good working order at closing; (ii) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s) shall be performing the function for which intended and shall not be in need of immediate repair, (iii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s), and (iv) the well/water and septic/sewer systems, if any, shall be adequate, not in need of immediate repair and performing the function for which intended. Buyer shall have the option to have the above listed systems, items and conditions inspected by a reputable inspector or contractor, at Buyer's expense (unless otherwise provided in this contract), but such inspections must be completed in sufficient time before closing to permit any repairs to be completed by closing. If any repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (d) accepting the Property in its present condition or (e) terminating this contract, in which case the earnest money shall be refunded. Closing shall constitute acceptance of each of the systems, items and conditions listed in (i), (ii) (iii) and (iv) above in its then existing condition unless provision is otherwise made in writing.

IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF ANY WELL/WATER AND SEPTIC/SEWER SYSTEM INSPECTION.

RECOMMENDATION: Buyer should have any inspections made prior to incurring expenses for closing.

9. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time before closing so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. If any structural repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded. The Buyer is advised that the inspection and report described in this paragraph may not always reveal other structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction Seller shall provide a new construction termite guarantee.

IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF THE WOOD DESTROYING INSECT REPORT.

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

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

12. **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to, title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

14. **ASSIGNMENTS:** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** Buyer acknowledges that he has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller as contained in any listing contract or other agreement between them.

© 1983 NC BAR ASSOCIATION NC ASSOCIATION OF REALTORS® INC Form No. 401

PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1977B

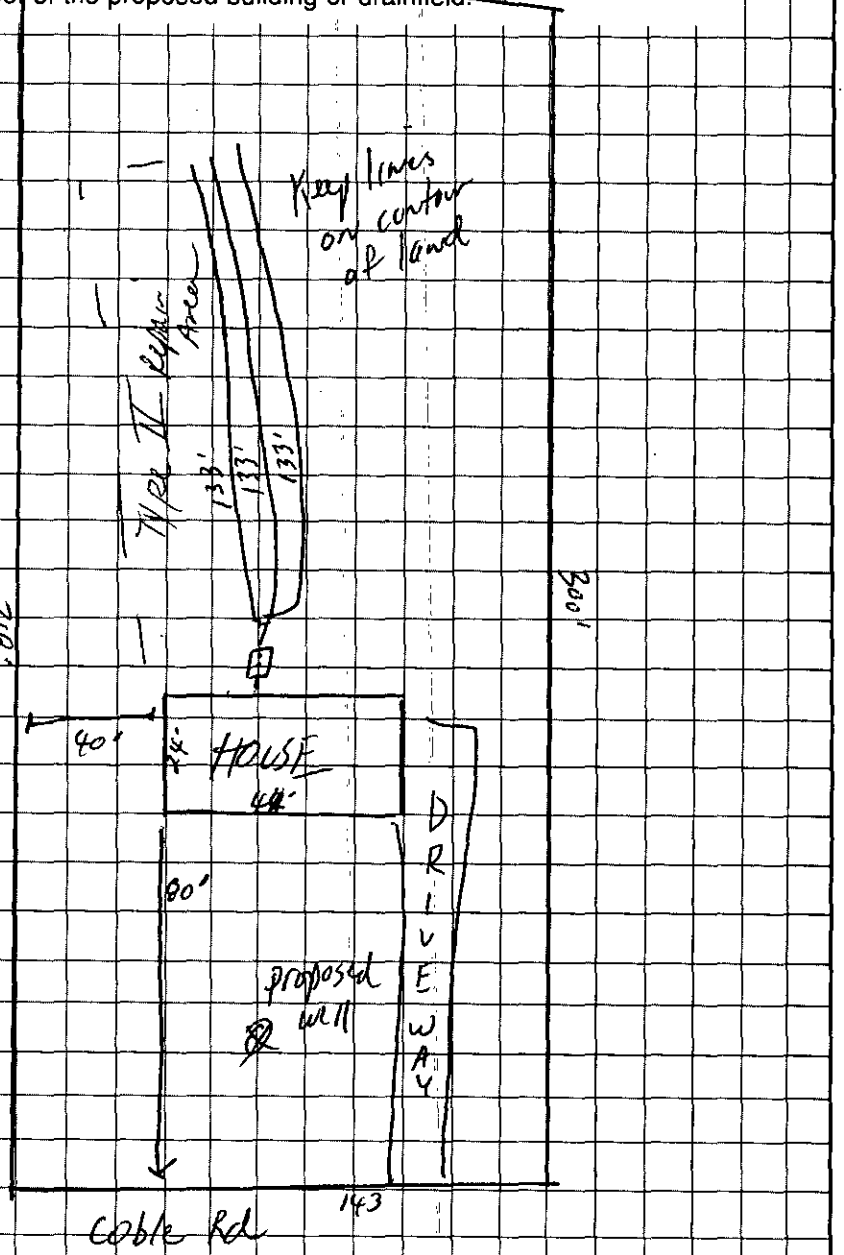
TC: 139 131 03

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.

COMMENTS 3 Bedroom

1500 ST
3 lines x 133' long x 3' wd
x 12" stone 400 TLF

Keep septic system > 100' from proposed well
40' from front left house corner to left property line
80' from front left house corner to front property line



x Tony L. Gosnell
OWNER/AGENT SIGNATURE

DATE 6-12-97

APPROVAL DATE DJW 6/12/97

White - Health Department's Copy

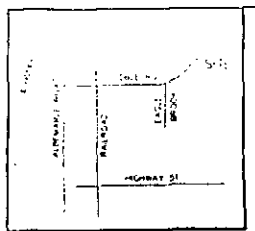
Canary - E.H.S. Copy

Pink - Owner's Copy

COPY

139-131-03 PP

Cosnell 1977B



VICINITY MAP
NO SCALE

N

BASIS OF BEARINGS
MB 20-843

REGISTERED LAND SURVEYOR

PRELIMINARY

Not for Sale, Conveyances, or Recordation

COMPLETED MAY 1 3 1997

I, JAMES LYNN STROME CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1:10,000 BEFORE ADJUSTMENTS; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS ____ DAY OF _____ 1997

REGISTERED LAND SURVEYOR

L-3662
LICENSE #

NORTH CAROLINA, _____

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT JAMES LYNN STROME, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FORGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS ____ DAY OF _____ 1997

NOTARY PUBLIC

MY COMMISSION EXPIRES

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF MINT HILL. THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

DATE

OWNER

NORTH CAROLINA,

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FORGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS ____ DAY OF _____ 19__

NOTARY PUBLIC

MY COMMISSION EXPIRES

COBLE ROAD
* 60' RIGHT-OF-WAY
SEE DEED BOOK 2497-306
FOR DEDICATION OF ROAD
RIGHT-OF-WAY
S.R. #3100

* R/W may be at concrete marker: need to verify

R/W
CENTERLINE
R/W
DRAINAGE
OVERHEAD POWER SUBJECT TO R/W
EXISTING 1/2" PIPE AND R/W MONUMENT
NEIGHBORS GRAVEL DRIVE
216.5'
146.21'
143.43'
143.58'
THIS AREA WAS RECENTLY SURVEYED

TAX CODE: 139-131-02
PATRICIA A. LAWRENCE
2034-406

LOT 1
50800 SQFT.

LOT 2
40400 SQFT

LOT 3
43500 SQFT

LOT 4
46300 SQFT

369.40'
366.13'
318.38'
337.64'
60' FRONT SETBACK
30' SIDE SETBACK
30' SIDE SETBACK
50' REAR SETBACK
20' UTILITY EASEMENT

LOT 1 MB 20-758
ALBERT WAYNE GRIFFIN
5094-282

12.42'
122.79'
37.28'
103.94'
N 59°23'46" W 556.88'
116.71'
25.13'
141.22'

LOT 33 MB 20-843
MICHAEL J. REED SR.
5333-930

LOT 34 MB 20-843
RICHARD LEE THOMPSON
5857-279

LOT 35 MB 20-843
[illegible]
7[illegible]-605

TAX CODE
JOHNSON 139-141-07
EDWIN SMITH
3614-863

PROPERTY LINE
TIE LINE
UNSURVEYED LINE
BACK OF CURB
SETBACK LINE
COMPUTED POINT
POWER POLE

1. MONUMENTS NOTED AS SET ARE 1/2" REBAR WITH CAP STAMPED "APEX PLS" UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
3. BEARINGS ARE BASED ON NAD 83 NORTH CAROLINA STATE PLANE COORDINATES.
4. ALL UTILITIES SHOWN ARE LOCATED AS OF THE DATE OF SURVEY.
5. SETBACKS PER MINT HILL ZONING ORDINANCE AS OF THIS DATE.
6. PROPERTY IS SUBJECT TO ALL RESTRICTIONS OF RECORD.

A. CONTROL IS ESTABLISHED TO BE ACCURATE TO WITHIN THE STANDARDS AND SPECIFICATIONS OF A CLASS A SURVEY AS SPECIFIED BY THE STATE OF NORTH CAROLINA.
B. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
C. ALL MONUMENTS SHOWN AS SET ARE 1/2" REBAR WITH CAP STAMPED "APEX PLS" UNLESS OTHERWISE NOTED.
D. THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAYS OF RECORD.
E. THIS SURVEY IS NOT TO BE USED FOR RECORDATION AS IT DOES NOT MEET THE REQUIREMENTS OF THE MINT HILL SUBDIVISION ORDINANCE REGULATIONS.
F. ALL UTILITIES SHOWN ARE LOCATED AS OF THIS DATE. ADDITIONAL UTILITIES MAY EXIST. CONTRACTOR TO VERIFY LOCATIONS PRIOR TO CONSTRUCTION.
G. A CERTIFICATE OF TITLE SEARCH WAS NOT PERFORMED AS OF THIS DATE.
H. TAX CODE: 139-131-03

3-0-3"5+1
3 48"C

1378.0H
2,0H-H
12 11H-0 -M
2 5H-H
125 11H:8E

129.6H
2.0H-E
125 11E-0-1

FINAL RECORD PLAT
OF THE PATRICIA LAWRENCE PROPERTY
PROPERTY OF PATRICIA LAWRENCE
TAX CODE: 139-131-03
PART OF DEED BOOK 2034-406
CLEAR CREEK TOWNSHIP, MECKLENBURG COUNTY
NORTH CAROLINA
MAY 13, 1997

File name C:\EPSA\COBLE JOB #97124

60 0 60 120 180

Scale 1" = 60'

APEX STROME LAND SURVEYING COMPANY
[illegible] CHURCH ST. HAMEL MATTHEWS, NC
[illegible] 5260 JAMES L. STROME L-3662

COPY

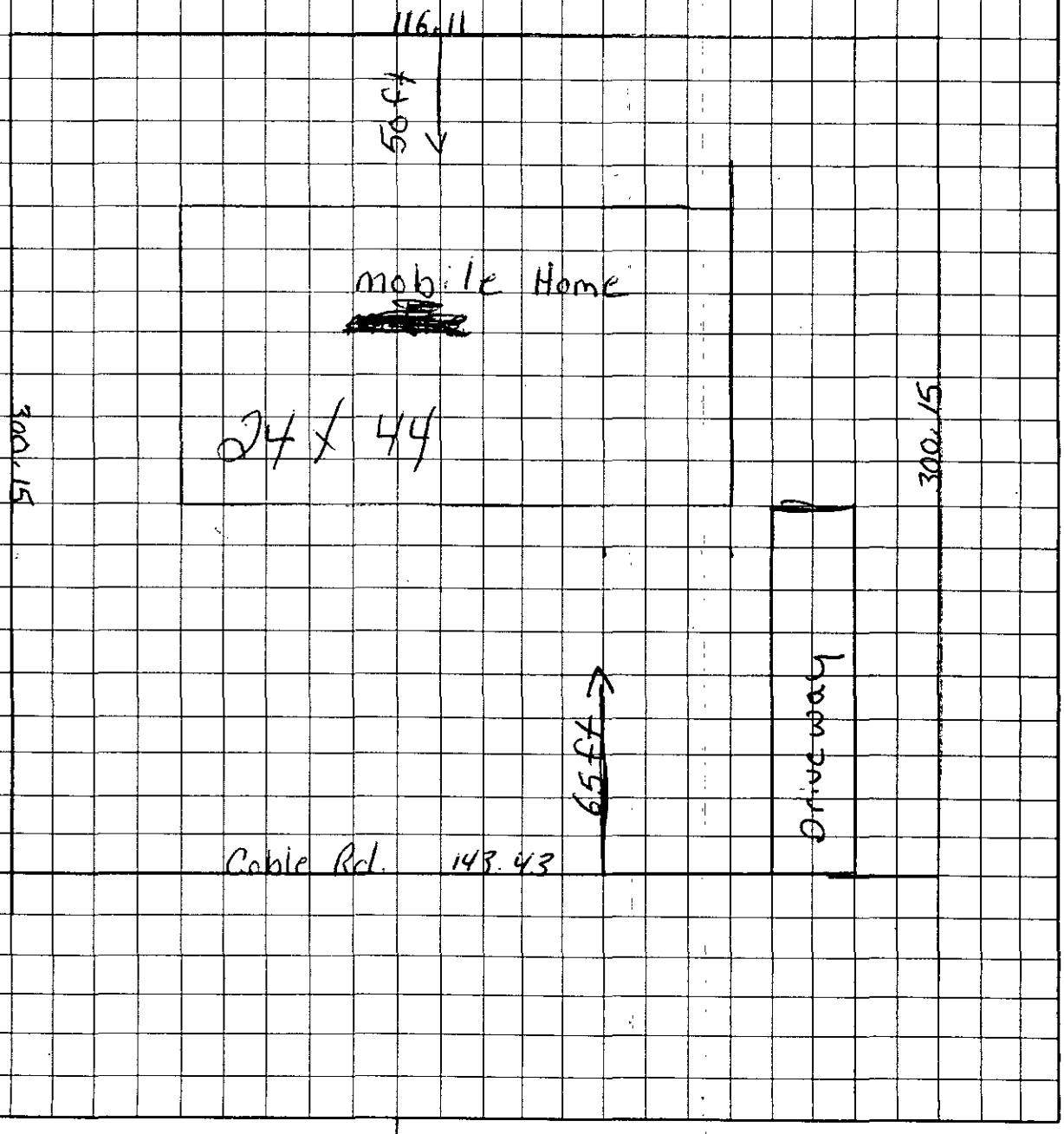
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1977B

TC: 139-131-03PO

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.



Tony Lee Donnell
OWNER/AGENT SIGNATURE

DATE 6-6-97

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

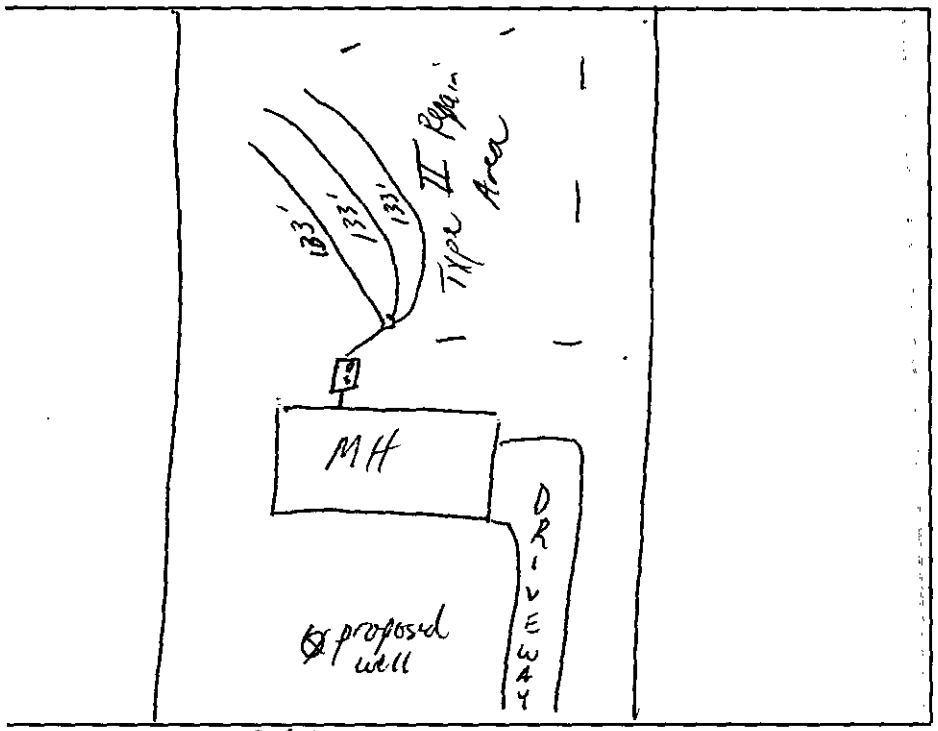
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1977B DATE: 6/20/97

TC: 139 131 03 40

SERIAL No 17311

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 6/6/97. All work shall be completed on or before 7/20/97, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 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 Health Department 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 NA gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 400' feet

Number of Lines 4 (100')

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well > 100' feet

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER Tony Lee Gosnell

LOCATION OF PROPERTY 10715 Coble Rd

Comments: 1500ST, 4 lines x 100' long x 3' wd x 12" Stone or 4 lines x 100' Keep septic system >100' (50' min) from well.

Phila S. Walker R.S.
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

STANDARD PROVISIONS

1. **EARNEST MONEY:** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Seller, then the earnest money shall be returned to Buyer but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then the earnest money shall be forfeited but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in his trust or escrow account until he has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

2. **LOAN ASSUMED:** In the event a loan is assumed as part of the payment of the purchase price, then all payments due from Seller thereon must be current at closing, and the principal balance assumed shall be computed as of the date of closing. The amounts shown for the assumption balance and cash at closing shall be adjusted as appropriate at closing to reflect the final computations. Unless Buyer has otherwise specifically agreed in writing, the existing loan must be assumable without either acceleration of the amount secured or any change in the original terms of the note and deed of trust. Buyer shall be responsible for all assumption costs. Seller shall have no obligation to pay any loan assumption costs unless specifically set forth in this contract. The escrow account, if any, shall be purchased by Buyer.

3. **PROMISSORY NOTE AND DEED OF TRUST:** If the promissory note secured by a deed of trust is given by Buyer to Seller as part of the payment of the purchase price, the promissory note and deed of trust shall be in the form of and contain the provisions of the currently approved N. C. Bar Association Forms 1 and 5, as modified in paragraph 3(e) on the reverse side hereof.

4. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing:

(a) Ad valorem taxes on real property shall be prorated on a calendar year basis to the date of closing;

(b) Ad valorem taxes on personal property for the entire year shall be paid by Seller;

(c) All late listing penalties, if any, shall be paid by Seller;

(d) Rents, if any, for the Property shall be prorated to the date of closing;

(e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues.)

5. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

6. **CONDITIONS:**

(a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and cancelled by Seller prior to or at closing.

(c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

(d) Buyer shall be responsible for all costs [illegible] Seller shall (unless otherwise provided in this contract), but such inspections must be completed in sufficient time before closing to permit any repairs to be completed by closing. If any repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (d) accepting the Property in its present condition or (e) terminating this contract, in which case the earnest money shall be refunded. Closing shall constitute acceptance of each of the systems, items and conditions listed in (a), (b), (iii) and (iv) above in its then existing condition unless provision is otherwise made in writing.

IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF ANY WELL/WATER AND SEPTIC/SEWER SYSTEM INSPECTION.

RECOMMENDATION: Buyer should have any inspections made prior to incurring expenses for closing.

9. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time before closing so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing unless otherwise agreed upon in writing by the parties. If any structural repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition or (e) terminating this contract, in which case the earnest money shall be refunded. The Buyer is advised that the inspection and report described in this paragraph may not always reveal other structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a new construction termite guarantee.

IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF THE WOOD DESTROYING INSECT REPORT.

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

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

12. **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

14. **ASSIGNMENTS:** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and masculine includes the feminine and neuter genders, as

OFFER TO PURCHASE AND CONTRACT

Buyer EARL Cosnell / TONY Lee Cosnell, as Buyer, hereby offers to purchase and Lots Owe, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property") in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of NOT KNOWN County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address Coble Rd. Zip 28077
Legal Description Lot #3 Cook Road (or as more fully described in Deed Book ____, Page ____)

2. PERSONAL PROPERTY: None

3. PURCHASE PRICE: The purchase price is $ 22,900.00 and shall be paid as follows:
(a) $ 125.00 2/3/97 75.00 in earnest money paid by Cash (cash, bank, certified, or personal check) with the delivery of this contract, to be held in escrow by Bryant Realty Inc. as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;
(b) $ N/A, by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;
(c) $ N/A, by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of ____ % per annum payable as follows:

Prepayment restrictions and/or penalties, if any, shall be

Assumption or transfer rights, if any, shall be

(d) $ 22700.00, the balance of the purchase price in cash at closing.

4. CONDITIONS: (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)
The Buyer must be able to obtain a firm commitment on or before MARCH 15, 1997, effective through the date of closing, for a Conventional loan in the principal amount of $ 20,500.00 for a term of 15 year(s), at an interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 6 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: NONE
(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A, a mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance (See Standard Provision No. 2). If such assumption requires the lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, those costs are as follows:
(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential Double wide purposes.

5. ASSESSMENTS: Seller warrants that there are no special assessments, either pending or confirmed, for sidewalks, paving, water, sewer or other improvements on or adjoining the Property, except as follows: None (In the event "None" is not indicated, the identification of any such assessments, if any, The agreement for payment or proration of any assessments indicated is to be set forth below.)

6. OTHER PROVISIONS AND CONDITIONS:
(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions which shall be deleted: (If none are to be deleted, state "None") 2, 8, 9, 11

b) Subject to Lots One being able to convey clear title to Property.
c) Subject to the zoning use being changed to allow Double wide 24x44
d) this loan will include $ 2350.00 for a well, $ 2100 for Septic & $ 1500 for clearing & driveway. Total improvements $ 5950.00
e) Seller will survey.
f) Buyer will pay an additional $ 300.00 within 10 days of acceptance.
g) [illegible] Change

IF THERE ARE ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before November 30, 1997 at a place designated by Buyer & Tony Cosnell & Closing Attorney.

8. [illegible] In the event that Seller is unable to deliver possession as delivered at closing, then Seller agrees to pay to Buyer the sum of $ ____ per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. COUNTERPARTS: This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in duplicate by the parties hereto and the escrow agent, if any.

a court of competent jurisdiction

2. **LOAN ASSUMED:** In the event a loan is assumed as part of the payment of the purchase price, then all payments due from Seller thereon must be current at closing, and the principal balance assumed shall be computed as of the date of closing. The amounts shown for the assumption balance and cash at closing shall be adjusted as appropriate at closing to reflect the final computations. Unless Buyer has otherwise specifically agreed in writing, the existing loan must be assumable without either acceleration of the amount secured or any change in the original terms of the note and deed of trust. Buyer shall be responsible for all assumption costs. Seller shall have no obligation to pay any loan assumption costs unless specifically set forth in this contract. The escrow account, if any, shall be purchased by Buyer.

3. **PROMISSORY NOTE AND DEED OF TRUST:** In the event a promissory note secured by a deed of trust is given by Buyer to Seller as part of the payment of the purchase price, the promissory note and deed of trust shall be in the form of and contain the provisions of the currently approved N. C. Bar Association Forms 1 and 5, as modified in paragraph 3(e) on the reverse side hereof.

4. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing.

(a) Ad valorem taxes on real property shall be prorated on a calendar year basis to the date of closing;

(b) Ad valorem taxes on personal property for the entire year shall be paid by Seller;

(c) All late listing penalties, if any, shall be paid by Seller;

(d) Rents, if any, for the Property shall be prorated to the date of closing;

(e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues.)

5. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

6. **CONDITIONS:**

(a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and cancelled by Seller prior to or at closing.

(c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

7. **NEW LOAN:** Buyer shall be responsible for all costs with respect to any new loan obtained by Buyer. Seller shall have no obligation to pay any discount fee or other charge in connection therewith unless specifically set forth in this contract.

8. **INSPECTIONS:** Unless otherwise stated herein; (i) the electrical, plumbing, heating and cooling systems and built in appliances, if any, shall be in good working order at closing, (ii) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s) shall be performing the function for which intended and shall not be in need of immediate repair, (iii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s), and (iv) the well/water and septic/sewer systems, if any, shall be adequate, not in need of immediate repair and performing the function for which intended. Buyer shall have the option to have the above listed systems, items and conditions inspected by a reputable inspector or contractor, at Buyer's expense. IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF ANY WELL/WATER AND SEPTIC/SEWER SYSTEM INSPECTION.

RECOMMENDATION: Buyer should have any inspections made prior to incurring expenses for closing.

9. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time before closing so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. If any structural repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded. The Buyer is advised that the inspection and report described in this paragraph may not always reveal other structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction Seller shall provide a new construction termite guarantee.

IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF THE WOOD DESTROYING INSECT REPORT.

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

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

12. **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to, title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

14. **ASSIGNMENTS:** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** Buyer acknowledges that he has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller as contained in any listing contract or other agreement between them.

3. PURCHASE PRICE: The purchase price is $ 27,900.00 and shall be paid as follows:
(a) $ 125.00 2/3/97 75.00, in earnest money paid by CASH, (cash, bank, certified, or personal check) with the delivery of this contract, to be held in escrow by Bryant Realty Inc. as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;

(b) $ N/A, by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;

(c) $ N/A by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of ___ % per annum payable as follows: ___

Prepayment restrictions and/or penalties, if any, shall be ___

Assumption or transfer rights, if any, shall be ___

(d) $ 27,700.00, the balance of the purchase price in cash at closing.

4. CONDITIONS: (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)

(a) Buyer must be able to obtain a firm commitment on or before MARCH 15, 1997, effective through the date of closing, for a Conventional loan in the principal amount of $ 26,500.00 for a term of 15 years at an interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 3 % of the loan amount. Buyer agrees to use his best efforts to procure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs those costs are as follows: NONE

(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A, mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance (See Standard Provision No. 2). If such assumption is not approved by lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to procure such approval and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan assumption costs those costs are as follows: ___

(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for Residential use - Double wide purposes.

ASSESSMENTS: Seller warrants that there are no special assessments either pending or confirmed for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: None. Buyer agrees to the identification of any such assessments, if any. The agreement for payment of any or all of any assessments indicated is to be set forth in paragraph 6.

6. OTHER PROVISIONS AND CONDITIONS:

(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions which shall be deleted: (If none are to be deleted, state "None") 2, 8, 9, 11

b) Subject to Lots Inc being able to convey clear title to Property.
c) Subject to the Zoning use being changed to allow Double wide 24x4.
d) this loan will include $2,350.00 for a well, $2100 for septic & $150.00 for closing & Driveway. Total improvements $4500.00
e) Seller will Survey.
f) Buyer will pay an Additional $300.00 within 10 days of Acceptance.

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. CLOSING: All parties agree to execute all instruments and papers necessary in connection with closing and transfer of title on or before 60 days before April 30, 1997 at a place designated by BUYER. Taxes for current year, rents, insurance, and interest on assumed obligations to be adjusted to date of closing.

8. POSSESSION: In the event Seller is unable to deliver possession of the Property as herein agreed, or if the improvements on the Property are substantially damaged or destroyed by fire or other casualty prior to delivery of possession, and Seller is unable or refuses to restore the Property to its previous condition within a reasonable time, then Seller agrees to pay to Buyer the sum of $ ___ per day (long and including the date of closing) to and including the date that possession is to be delivered as above set forth.

9. COUNTERPARTS: This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in ___ counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer: 2-27-97 Date of Acceptance: ___

Buyer: Joyce Ann Darnell (SEAL) Seller: ___ (SEAL)

Buyer: Tonyka Darnell (SEAL) Seller: ___ (SEAL)

Buyer acknowledges receipt of the earnest money herein set forth, and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 2-27-97 Firm: Bryan Realty Inc

By: ___ (Jos. Collins)

Seller's Agent Firm: ___

By: ___