

7505 ORR RD

20523102

1/4/2008

duponbj

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

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

ACS #2

Sheet: _____
Property ID: PO 091-011-21
Lot #: _____
File #: 4435B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Chris Pierce — APPLICANT: _____
ADDRESS: 9735 Orr Road, Charlotte, N.C. — DATE EVALUATED: 10-2-00
PROPOSED FACILITY: Shop (Metal Fab.) — PROPOSED DESIGN FLOW (.1949) _____ — PROPERTY SIZE: 1.0
LOCATION OF SITE: Orr Road — PROPERTY RECORDED: _____
WATER SUPPLY: ☒Private ☐Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 6-18% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS		Fill						
2	LS	0-15"	Fill		>36" to soil wetness	36"	N/A	None	US IV
*		15-36"	SBM/C	Fi/SEXPl/SlP					
			Possible plot						
3	LS	0-14"	gr/sl	Fr/SEXPl/NS/NP	>36" to soil wetness	36"	N/A	None	US IV
*		14-36"	SBM/sc	Fi/SEXPl/SlP					
			possible plot						
4	LS	0-10"	gr/sl	Fr/SEXPl/NS/NP	>46" to soil wetness	46"	N/A	None	US IV .35 Pw
		10-13"	SBM/scl	Fr/SEXPl/SS/SP					
		13-~~44~~ 41"	SBM/sc	Fi/SEXPl/SlP					
		44-46"	SBM/scl	Fr/SEXPl/SS/SP					
5	LS	0-9"	gr/sl	Fr/NS/NP	> 48" to soil wetness	48"	N/A	None	US IV
		9-11"	SBM/scl	Fr/SEXPl/SS/SP					
		11-46"	SBM/sc	Fi/SEXPl/SlP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	US	US
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Marlin LSS 10-3-00
OTHER(S) PRESENT: _____

FILE # 4435B

COMMENTS 100% Recovery
+ apparent platy structure

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

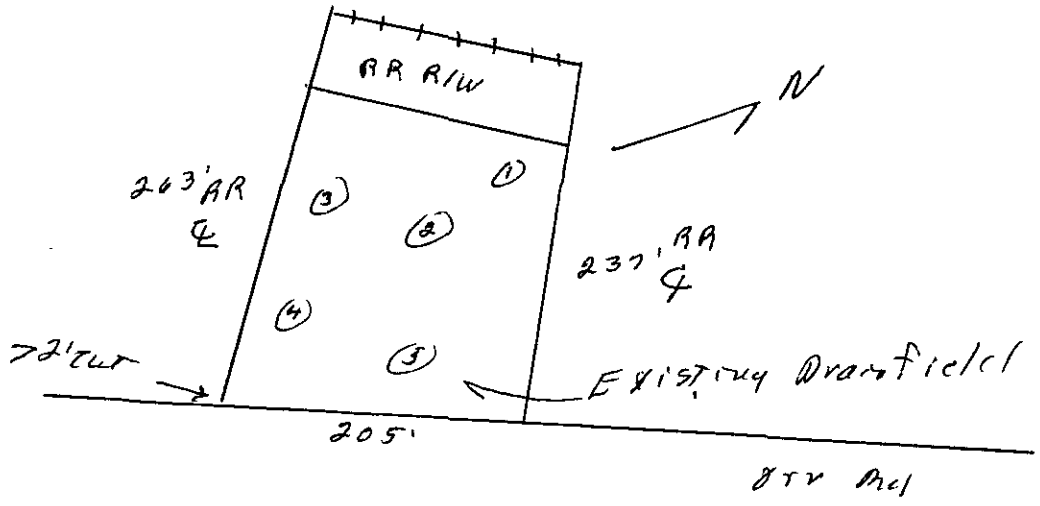
STRUCTURE

SG-SINGLE GRAIN
M-MASSIVE
CR-CRUMB
GR-GRANULAR
SBK-SUBANGULAR BLOCKY
ABK-ANGULAR BLOCKY
PL-PLATY
PR-PRISMATIC

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



Mecklenburg County
Health Department

October 4, 2000

Chris Pinto
6735 Orr Road
Charlotte, NC 28213

Re: Application for improvement permit for 7505 Orr Road
Health Department file no. 4435B

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on October 2, 2000 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 3 employee business, with a design wastewater flow of ___75____gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE for** a ground adsorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

_____Unsuitable soil topography and/or landscape position (Rule .1940)
____X____Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
_____Unsuitable soil wetness condition (Rule .1942)
_____Unsuitable soil depth (Rule .1943)
_____Presence of restrictive horizon (Rule .1944)
____X____Insufficient space for septic system and repair area (Rule .1945)
_____Unsuitable for meeting required setbacks (Rule .1950)
_____Other (Rule .1946)

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is October 4, 2000. Meeting the 30 day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do no wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Kelly Randall, R.S.
Authorized Agent - DENR

Encl: (2)

FEE: 00

DATE: 9/26/00 Rec'd

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR COMMERCIAL/INDUSTRIAL SITE

9517 01 v 12g

1 CRT

TYPE APPLICATION: ✓ NEW SYSTEM ___ EXPANSION OF EXISTING SYSTEM ___ REPAIR OF EXISTING SYSTEM

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

COPY

FILE #: 4435B

PROJECT TRACKING #: 20425

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 097-011-21 PO

STREET ADDRESS: 7505 Orr Rd

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

✓ COMMERICAL ___ INDUSTRIAL

DESCRIBE TYPE OF BUSINESS:

Square Footage of Facility: 7800

NUMBER OF EMPLOYEES: 3 PER SHIFT: 1 SHIFT

HOW WILL WATER BE USED IN THE FACILITY:

✓ TOILETS/URINALS
___ HANDSINK
___ SHOWERS
___ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

TYPE OF WASTEWATER:

✓ SEWAGE ___ INDUSTRIAL PROCESS WASTE WATER

An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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	WELL SPRINGS OR WATERLINES	___ YES	✓ NO
EXISTING WASTE WATER SYSTEMS	___ YES	✓ NO	DESIGNATED WETLANDS	___ YES	___ NO
EASEMENTS OR RIGHT-OF-WAYS	___ YES	✓ NO			

BUILDING PLANS TO INCLUDE ALL PLUMBING, FLOOR DRAINS AND ALL SOURCES OF WASTEWATER DISCHARGE AND GRADING PLANS MAY BE REQUIRED DURING THE EVALUATION STAGE.

PROPERTY OWNER: CHRIS PINTO

NAME: PINTO CHRIS
(LAST) (FIRST) (MI)

ADDRESS: 6735 ORR Rd.

CITY: CHARLOTTE STATE: NC ZIP: 28213

DAYTIME PHONE: 704 596-8696

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) --

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 6/30/00

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: Leonard Hunneycutt DATE: 9/19/00

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

1- Fill, [illegible]
Auger Refusal @ 1½'

2-0- 15" Fill

15- 36" Silty Clay

3-0- 14" SL

14-30" SCL

4- 0- 10" SL

10-13" SCL

13- Hard 11" SC

14-46" SCL

5-0- 9" SL

9-11" SCL

11-46" SC

Poss: Rock

9/27/00

Bill or Kelly about this one

25
15
125
25
375

Jim

NOW OR FORMERLY
KENNETH G. PATE
DB 6329 PG 494
097-011-16
ZONING: R-3

COPY

100' SOUTHERN RAILROAD R/W

AREA IN R/R R/W
7724 SQ. FT
0.1773 ACRES

N 35° 13' 00" E
39.91'

N 34° 37' 00" E
48.92'

N 34° 05' 00" E
51.32'

N 33° 22' 00" E
9.03'

NIPS

IRON AT 20' FROM C/L RR-R/W

EIP - CONTROL CORNER

IRON AT 50.08' FROM C/L RR-R/W

SIP

2.5 | 50.0

5' 5' 5'

100'

IRON AT 50.45' FROM C/L RR-R/W

EIP

PROPOSED SEPTIC LEACH FIELD
400 L.F. DRAIN LINE

PARKING

DUMPSTER 10' X 8'

PROPOSED SEPTIC TANK

TOTAL INCL RR R/W
LOT 2
43,912 SQ. FT.
1.0081 ACRES

GRAVEL PAVING

10' CONCRETE APRON

(87.94') FROM R/R R/W

S 64° 15' 23" E
237.16' TOTAL to RR C/L

(BASIS OF BEARINGS)
N 51° 28' 40" W
263.19' TOTAL to RR C/L

PROPSOED BUILDING

PROPOSED WELL FOR WATER SUPPLY

2" PVC TELE CONDUIT LINE
UNDERGROUND NATURAL GAS LINE
4" SANITARY SEWER LINE

VAN ACCESIBLE

(98.77') FROM ROAD R/W

20' SETBACK

N 26° 38' 43" E
205.67'

SIP

NOTE:

CURB CUT FROM PARKING SPACE
UP TO SIDEWALK SHALL BE 1" RISE
IN 12" RUN = 6' MIN. RAMP LENGHT.

20' DRIVEWAY

20' DRIVEWAY

EDGE OF PAVEMENT

ORR ROAD

MEGA
ARCHITECTURE P.A.
303 CLANTON ROAD
CHARLOTTE, NC 28217
PHONE: (704) 525-7705 FAX: (704) 525-6966

COPY

September 13, 2000

CSX REAL PROPERTY
301 West Bay Street
Suite 800
Jacksonville, FL 32202
Attn: Mr. Michael F. Hutchins

Reference: Pinto Metal Fabrication

Dear Mr. Hutchins,

I spoke to one of your assistants yesterday and she told me to send a letter requesting CSX to consider allowing my client to place a septic leach field in the railroad right away at the back of his property. Enclosed is a site plan showing the location of the field at the edge of the parking area extending 15 feet into the right away. Due to the limitations of the site and the operations of his business this is the only area that will accommodate the septic area. He has to drill a well at the front of the property for his water supply. The city has water and sewer towards Newell-Hickory Road but does not plan on extending these lines down Orr Road in the near future or even at all. The gravel area behind the building will have heavy tractor-trailers delivering steel to the shop, therefore this area would prohibit the system from being located there. The area we are requesting your permission to encroach into has extensive trees, shrubs and ground cover. We proposed to keep in place the vegetation and work the lines around the trees.

Thank you for your time in considering this important issue for my client. We await your reply.

Respectfully yours,

Robert D. Godfrey, Architect

Cc: Mr. Chris Pinto

CSX
REAL PROPERTY

301 West Bay Street
Suite 800
Jacksonville, FL 32202
(904) 633-4580
FAX: (904) 633-4581

Michael F. Hutchins
Real Estate Services

November 10, 1998

Mr. Robert Godfrey
Mega Architechure, PA
308 Planton Road
Charlotte, North Carolina 28217

Re: Charlotte, Mecklenburg, North Carolina - S. P.#37119-0071

Dear Mr. Godfrey:

This refers to your inquiry relative to a desire to develop land for residential housing adjacent to a portion of certain CSX Transportation, Inc. (CSXT) operating property in the vicinity of Ridgeway and Pecan Avenues, in Charlotte, North Carolina.

As information, CSXT's predecessor the Seaboard Air Line Railroad acquired this right-of-way under North Carolina Charter. Under North Carolina law (General Statute 62-220, et al, General Railroad Laws), CSXT, as successor in interest and title to the Seaboard Air Line Railroad has a specific statutory right to hold a railroad right-of-way to a maximum width of 200 feet in this area.

This statute allows CSXT to utilize this corridor for railroad purposes. This does not preclude you as an adjacent owner from the use, occupancy or access along this corridor at CSXT's sufferance. Should CSXT require any portion for railroad purposes at any time in the future, it will be your obligation to remove your improvements at your sole risk and expense.

Safety and common sense dictate that you should not construct any improvements within fifty (50) feet of the closest railroad track. You should direct any changes in drainage away from the railroad right-of-way.

You may wish to seek local counsel for advice as to your right. Should you decide to construct any improvements on the CSXT corridor, we ask that you contact Carey Nelms, CSXT Roadmaster, to discuss your plans and our concerns about safety.

If you have any questions, please call my associate, Steven R. Hannan, at (904) 633-4540, or Carey Nelms.

Sincerely,

Michael F. Hutchins

cc: Steven R. Hannan
Carey Nelms - Charlotte, North Carolina #(704) 393-2121

s:\pin\nc37\nc119\119-0071\godfrey ss.doc

400
9/25/00 Rec'd

INDI[illegible]L WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR COMMERCIAL/INDUSTRIAL SITE

[ ] CRT

TYPE APPLICATION: ✓ NEW SYSTEM ___ EXPANSION 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 #: 4435B

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 097-011-21 PO

STREET ADDRESS: 7505 Orr Rd

LOT NUMBER:

✓ COMMERICAL ___ INDUSTRIAL

DESCRIBE TYPE OF BUSINESS:

Square Footage of Facility: 7800

NUMBER OF EMPLOYEES: 3 PER SHIFT: 1 SHIFT

TOWNSHIP (CHECK ONE):

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

HOW WILL WATER BE USED IN THE FACILITY:

✓ TOILETS/URINALS
___ HANDSINK
___ SHOWERS
___ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

TYPE OF WASTEWATER:

✓ SEWAGE
___ INDUSTRIAL PROCESS WASTE WATER

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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	WELL SPRINGS OR WATERLINES	___ YES	✓ NO
EXISTING WASTE WATER SYSTEMS	___ YES	✓ NO	DESIGNATED WETLANDS	___ YES	___ NO
EASEMENTS OR RIGHT-OF-WAYS	___ YES	✓ NO			

BUILDING PLANS TO INCLUDE ALL PLUMBING, FLOOR DRAINS AND ALL SOURCES OF WASTEWATER DISCHARGE AND GRADING PLANS MAY BE REQUIRED DURING THE EVALUATION STAGE.

PROPERTY OWNER: CHRIS PINTO

NAME: PINTO CHRIS
(LAST) (FIRST) (MI)

ADDRESS: 6735 ORR Rd.

CITY: CHARLOTTE STATE: NC ZIP: 28213

DAYTIME PHONE: 704 596-8696

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) --

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 6/30/00

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: Leonard Hurley Cuttino DATE: 9/19/00

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

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): LANIER MANSFIELD	Phone #:	Date Requested: 9/25	Date Filled:
Account Name:	Cash Charge	Account No.:	
I certify that I am authorized to charge this account for this service:			
Signature:	Printed Name:		Date:

T.C.	Qty	Description	Unit Cost	Total Cost
0701		Improvement Permit Application - Residential	$ 200.00	
0735	1	Improvement Permit Application - Commercial	$ 400.00	400
0702		Optional Site Evaluations	$ 100.00	
0703		Installation and Final Approval	$ 150.00	
0704		Change in Plot Plan	$ 100.00	
0705		MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734		Authorization for Wastewater System Construction	$ 150.00	
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	

Payment received by: KM Date: 9-25-00 Total: 400

6735 ORR Rd.

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

MEGA
ARCHITECTURE P.A.
303 CLANTON ROAD
CHARLOTTE, NC 28217
PHONE: (704) 525-7705 FAX: (704) 525-8966

September 13, 2000

CSX REAL PROPERTY
301 West Bay Street
Suite 800
Jacksonville, FL 32202
Attn: Mr. Michael F. Hutchins

Reference: Pinto Metal Fabrication

Dear Mr. Hutchins,

I spoke to one of your assistants yesterday and she told me to send a letter requesting CSX to consider allowing my client to place a septic leach field in the railroad right away at the back of his property. Enclosed is a site plan showing the location of the field at the edge of the parking area extending 15 feet into the right away. Due to the limitations of the site and the operations of his business this is the only area that will accommodate the septic area. He has to drill a well at the front of the property for his water supply. The city has water and sewer towards Newell-Hickory Road but does not plan on extending these lines down Orr Road in the near future or even at all. The gravel area behind the building will have heavy tractor-trailers delivering steel to the shop, therefore this area would prohibit the system from being located there. The area we are requesting your permission to encroach into has extensive trees, shrubs and ground cover. We proposed to keep in place the vegetation and work the lines around the trees.

Thank you for your time in considering this important issue for my client. We await your reply.

Respectfully yours,

Robert D. Godfrey, Architect

Cc: Mr. Chris Pinto

CSX
REAL PROPERTY

301 West Bay Street
Suite 800
Jacksonville, FL 32202
(904) 633-4580
FAX: (904) 633-4581

Michael F. Hutchins
Real Estate Services

November 10, 1998

Mr. Robert Godfrey
Mega Architechure, PA
308 Planton Road
Charlotte, North Carolina 28217

Re: Charlotte, Mecklenburg, North Carolina - S. P.#37119-0071

Dear Mr. Godfrey:

This refers to your inquiry relative to a desire to develop land for residential housing adjacent to a portion of certain CSX Transportation, Inc. (CSXT) operating property in the vicinity of Ridgeway and Pecan Avenues, in Charlotte, North Carolina.

As information, CSXT's predecessor the Seaboard Air Line Railroad acquired this right-of-way under North Carolina Charter. Under North Carolina law (General Statute 62-220, et al, General Railroad Laws), CSXT, as successor in interest and title to the Seaboard Air Line Railroad has a specific statutory right to hold a railroad right-of-way to a maximum width of 200 feet in this area.

This statute allows CSXT to utilize this corridor for railroad purposes. This does not preclude you as an adjacent owner from the use, occupancy or access along this corridor at CSXT's sufferance. Should CSXT require any portion for railroad purposes at any time in the future, it will be your obligation to remove your improvements at your sole risk and expense.

Safety and common sense dictate that you should not construct any improvements within fifty (50) feet of the closest railroad track. You should direct any changes in drainage away from the railroad right-of-way.

You may wish to seek local counsel for advice as to your right. Should you decide to construct any improvements on the CSXT corridor, we ask that you contact Carey Nelms, CSXT Roadmaster, to discuss your plans and our concerns about safety.

If you have any questions, please call my associate, Steven R. Hannan, at (904) 633-4540, or Carey Nelms.

Sincerely,

Michael F. Hutchins

cc: Steven R. Hannan
Carey Nelms - Charlotte, North Carolina #(704) 393-2121

s:\pin\nc37\nc119\119-0071\godfrey ss.doc

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 JUN 30 09:47 AM
BOOK:11392 PAGE:223-229 FEE:$22.00
INSTRUMENT # 2000091983

WHEN RECORDED MAIL TO:

Bank of America, N.A.
200 South College Street
13th floor, NC1-014-13-02
Charlotte, NC 28255-0001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

and closed by McMillan, Surles & Terry, PA (LP) (BOX # 237)

This Deed of Trust prepared by: X _____
Shana M. Butler

Bank of America.

DEED OF TRUST SECURING FUTURE ADVANCES

THIS DEED OF TRUST IS DATED JUNE 20, 2000, among Christopher A. Pinto,* whose address is 8075 Mauney Road, Stanfield, NC 28163 (referred to below as "Grantor"); Bank of America, N.A., whose address is 200 South College Street, 13th floor, Charlotte, NC 28255 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PRLAP, Inc., whose address is P.O. Box 33562, Charlotte, NC 28233-3562 (referred to below as "Trustee").

* and wife, Joy H. Pinto

CONVEYANCE AND GRANT. NOW, THEREFORE, as security for the Indebtedness, advancements and other sums expended by the Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys' fees as provided in the Note) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to Trustee, and Trustee's heirs or successors and assigns, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **located in Mecklenburg County, State of North Carolina (the "Real Property"):**

BEING all of Lot 2 of DUKE'S PROPERTY, Map 1 as shown on a map thereof recorded in Map Book 33 at Page 145 in the Mecklenburg County Public Registry. BEING the same property conveyed to the Grantor herein by deed from Everett E. Dukes, Jr., et us, filed contemporaneously herewith. **To have and to hold said Real Property with all privileges and appurtenances thereunto belonging, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions and for the uses hereinafter set forth.**

The Real Property or its address is commonly known as 7517 Orr Road, Charlotte, NC 28213.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means Bank of America, N.A., its successors and assigns. Bank of America, N.A. also is referred to as "Lender" in this Deed of Trust.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Pinto Metal Fabrication, Inc. and Christopher A. Pinto.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Christopher A. Pinto. Any Grantor who signs this Deed of Trust, but does not sign the Note, is signing this Deed of Trust only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Bank of America, N.A., its successors and assigns.

Note. The word "Note" means the Note dated June 20, 2000, **in the principal amount of $283,500.00** from Borrower and any co-borrowers to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means PRLAP, Inc. and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. *THIS DEED OF TRUST* IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

FUTURE ADVANCES. The Indebtedness secured by this Deed of Trust is for present and future obligations and this Deed of Trust is given to secure all present and future obligations of Grantor to Beneficiary. The period in which future obligations may be incurred and secured by this Deed of Trust is the period between *the date hereof* and that date which is fifteen (15) years from the date hereof. The amount of present obligations secured by this Deed of Trust is Two Hundred Eighty Three Thousand Five Hundred & 00/100 Dollars ($283,500.00) *and the maximum* principal amount, including present and future obligations, which may be secured by this Deed of Trust at any one time is Two Hundred Eighty Three Thousand Five Hundred & 00/100 Dollars ($283,500.00). Any additional amounts advanced by Beneficiary pursuant to the provisions of this Deed of Trust shall be deemed necessary expenditures for the protection of the security. Each future advance need not be evidenced by a written instrument or notation signed by Grantor or any other person evidencing or stipulating that such advance is secured by this Deed of Trust. All future obligations shall be considered to be made pursuant to the requirements of North Carolina *General Statutes* Sections 45-67, et. seq., or any amendments thereto.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about *Borrower's financial condition*; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor expressly waives, to the extent permitted by North Carolina *law, all of Grantor's rights* under (a) N.C. Gen. Stat. Sections 26-7 through 9 (1966) to require Lender to take action, (b) N.C. Gen. Stat. Section 25-3-606 (1965 and Supplement 1985) relating to the impairment of the collateral, and (c) N.C. Gen. Stat. Section 25-9-501 (1986) with respect to the "commercial reasonableness" of any sale of collateral.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender *all* Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, *operate or manage the Property*, and (c) collect any Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.* ("CERCLA"), *the Superfund* Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no *use, generation, manufacture*, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, *except as previously* disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous *waste or substance on, under*, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the *part of Lender to Grantor* or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in *investigating* the Property for hazardous waste and hazardous substances. Grantor hereby (a) *releases and waives any future* claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Deed of Trust, including the obligation to indemnify, *shall survive the payment* of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the *Real Property without the prior written consent of* Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to *Lender's Interests* and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

CONSTRUCTION LOAN. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, *the Improvements shall be completed* no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender, at its option, may disburse loan proceeds under such terms and conditions as Lender may deem necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction *progress reports*, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by *this Deed of Trust* upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of *Real Property interest*. If any *Grantor* is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by North Carolina law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. The lien of this Deed of Trust and the security interest granted hereby will automatically attach, without further act, to all after-acquired property attached to and or used in the operation of the Property or any part thereof. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, terminates the line of credit, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Events Affecting Co-Borrowers. Any of the preceding events occurs with respect to any co-borrower of any of the Indebtedness or any co-borrower dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor or Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Express Power of Sale Provision. Upon the application or request of Lender, it shall be lawful for and the duty of the Trustee, and the Trustee is hereby authorized and empowered, to expose to sale and to sell the Property at public auction for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust or such other sales appropriate under the circumstances; and upon any such sale, the Trustee shall convey title to the purchaser in fee simple. In the event of any sale under this Deed of Trust by virtue of the exercise of the powers granted in this Deed of Trust, or pursuant to any order and any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Lender in its sole discretion may elect. Trustee shall be authorized to hold a sale pursuant to North Carolina General Statute Chapter 45. If Trustee so elects, Trustee may sell the Property covered by this Deed of Trust at one or more separate sales in any manner permitted by applicable North Carolina law, and any exercise of the powers granted in this Deed of Trust shall not extinguish or exhaust such powers, until the entire Property is sold or the Indebtedness is paid in full. If such Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Lender may at its option exercise the remedies granted under any of the security agreements either concurrently or independently and in such order as Lender may determine.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to

protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor and Borrower hereby waive any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor or Borrower under this Deed of Trust after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Trustee's Fees. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale for a completed foreclosure. In the event foreclosure is commenced, but not completed, Grantor shall pay all expenses incurred by Trustee and partial commission computed on five percent (5%) of the outstanding Indebtedness, according to the following schedule: one-fourth of the commission before Trustee issues a notice of hearing on the right to foreclosure; one-half of the commission after issuance of notice of hearing; three-fourths of the commission after a hearing; and the full commission after the initial sale.

Express Power to Substitute a Trustee. Lender shall have the irrevocable right to remove at any time and from time to time without limit the Trustee named in this Deed of Trust without notice or cause and to appoint a successor by an instrument in writing, duly acknowledged, in such a form as to entitle such written instrument to be recorded in the State of North Carolina; and, in the event of the death or resignation of the Trustee named in this Deed of Trust, Lender shall have the right to appoint a successor by such written instrument, and any Trustee so appointed shall be vested with the title to the Property, and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though the successor trustee were named in this Deed of Trust as Trustee.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

ARBITRATION. Any claim or controversy ("Claim") between the parties, whether arising in contract or tort or by statute including, but not limited to, Claims resulting from or relating to this Agreement shall, upon the request of either party, be resolved by arbitration in accordance with the Federal Arbitration Act (Title 9, US Code). Arbitration proceedings will be conducted in accordance with the rules for arbitration of financial services disputes of J.A.M.S./Endispute. The arbitration shall be conducted in any state where real or personal property collateral for the credit is located or if there is no collateral, in the state of any Borrower's domicile at the time of the execution of this Agreement or at the commencement of any arbitration proceeding. The arbitration hearing shall commence within 90 days of the demand for arbitration and close within 90 days of commencement, and any award, which may include legal fees, shall be issued (with a brief written statement of the reasons therefore) within 30 days of the close of hearing. Any dispute concerning whether a claim is arbitrable or barred by the statute of limitations shall be determined by the arbitrator. This arbitration provision is not intended to limit the right of any party to exercise self-help remedies, to seek and obtain interim or provisional relief of any kind or to initiate judicial or non-judicial foreclosure against any real or personal property collateral.

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

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of North Carolina. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Deed of Trust shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

IN WITNESS WHEREOF ON THE DATE SHOWN AT THE BEGINNING OF THIS DEED OF TRUST.

GRANTOR:

X _____ (SEAL)
Christopher A. Pinto

X _____ (SEAL)
Joy H. Pinto

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
) ss
COUNTY OF MECKLENBURG)

I, Lisa C. Parker, a Notary Public for said County and State, certify that Christopher A. Pinto * personally came before me this day and acknowledged the due execution of the foregoing instrument.

* and Joy H. Pinto

Witness my hand and Notarial Seal this the 22nd day of June, 20 00.

_____
Notary Public

My Commission Expires:
January 23, 2002

OFFICIAL SEAL
Notary Public - North Carolina
STANLY COUNTY
LISA C. PARKER
My Commission Expires 1-23-2002

(Affix Notarial Seal Here)

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.29 (C) Concentrex 2000 All rights reserved. [NC-G01 01142467.LN R2.OVL]

JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration: 06/30/2000 09:47 AM

Book: RE 11392 Page: 223-229

Document No.: 2000091983

D/T 7 PGS $22.00

Recorder: NANCY JONES

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of LISA C. PARKER Notary is certified to be correct. This 30TH of June 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Nancy Jones
Deputy/Assistant Register of Deeds

****

2000091983

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 JUN 30 09:47 AM
BOOK:11392 PAGE:220-222 FEE:$10.00
NC REAL ESTATE EXCISE TAX:$139.00
INSTRUMENT # 2000091982

Excise Tax $ 139.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. Out of 097-011-21
Verified by _____ Mecklenburg County on the _____ day of _____, _____.
by _____

Mail after recording to Grantee, 6735 Orr Road, Charlotte, NC 28213
This instrument was prepared by McMillan, Surles & Terry, P.A. (lp)
Brief description for the Index Title Insurance Company: Commonwealth Land Title Company of North Carolina

Lot 2, DUKE'S PROPERTY, Map 1
Map Book 33 / Page 145

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this the 22nd day of June, 20 00, by and between

GRANTOR	GRANTEE
Everett E. Dukes, Jr. **and wife,** **Alice Rose Dukes**	**Christopher A. Pinto (unmarried)** **Property Address:** **7517 Orr Road** **Charlotte, NC 28213**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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

BEING all of Lot 2 of DUKE'S PROPERTY, Map 1, as shown on a map thereof recorded in Map Book 33 at Page 145 in the Mecklenburg County Public Registry.

139.00

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4789, Page 706.

A map showing the above described property is recorded in Plat Book 33, Page 145.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

All such valid and enforceable easements, restrictions and rights of way of record and the lien of ad valorem taxes for the current year which the grantee herein assumes and agrees to pay.

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)

Everett E. Dukes Jr. (SEAL)
Everett E. Dukes, Jr.

Alice Rose Dukes (SEAL)
Alice Rose Dukes

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

NORTH CAROLINA, Mecklenburg County.

I, Lisa C. Parker, a Notary Public of the County and State aforesaid, certify that **Everett E. Dukes, Jr. and wife, Alice Rose Dukes**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 22nd day of June, 20 00.

OFFICIAL SEAL
Notary Public - North Carolina
STANLY COUNTY
LISA C. PARKER
My Commission Expires January 23, 2002

My commission expires: January 23, 2002

_____ Notary Public

SEAL-STAMP

NORTH CAROLINA, Mecklenburg County.

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is Secretary of _____, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this the _____ day of _____, 20_____.

My commission expires: _____

_____ Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof _____ REGISTER OF DEEDS FOR _____ COUNTY
By _____ Deputy/Assistant - Register of Deeds

JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration:	**06/30/2000 09:47 AM**
Book:	**RE 11392 Page: 220-222**
Document No.:	**2000091982**
	DEED 3 PGS $10.00
NC REAL ESTATE EXCISE TAX:	**$139.00**
Recorder:	**NANCY JONES**

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of LISA C. PARKER Notary is certified to be correct. This 30TH of June 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Nancy L Jones
Deputy/Assistant Register of Deeds

****

2000091982