

Monroe A. Miller, Jr.
2200 Camp Branch Road
Waynesville, NC 28786
June 30, 2018

Subject: Browning Branch LLC Deed Right-of-Way, Fantasy Land by James Weaver Kirkpatrick III.

How deep does the rabbit hole go? I found **James Weaver “Kirk” Kirkpatrick III** at the bottom. “**Kirk**” created (pulled out of thin air, i.e. a fantasy) the right-of-way section on the Browning Branch LLL NC GENERAL WARRANTY DEED [BK: RB-949, PG: 1982-1984] which tramples over the previous deed held by local property owners [BK: 481, PG: 2103], who never agreed with **James Weaver “Kirk” Kirkpatrick III’s** new version. The right-of-way **Kirkpatrick** created is a cluster [expletive deleted] and looks to be challenged in Superior Court if the Town of Waynesville Planning Board approves the Buchanan Drive 52 Unit development. This will get to Superior Court faster than **June Ray’s** and **Danny Wingate’s** property got annexed into the Town of Waynesville.

This is not the first time **Kirkpatrick** has pulled this stunt. Back in 2/8/2011, **Kirkpatrick** was hired by Jack Ramey to create a FIXED RATE HOME EQUITY CONVERSION DEED OF TRUST [BK: RB 798, PG: 635-646] (abbreviated at 798/635). Within that Deed, **Kirkpatrick** pulled the same stunt, creating a new right of way that Jack Ramey never agreed to. Why should he? Everything was all within the same piece(s) of property. **Kirkpatrick** referenced prior deeds that do not say a single word about right-of-way’s. One section of property has since been foreclosed and sold (through **Laura Holland**, re: 17CVS702), and the new owner, **Jonathan M. Hernandez** found himself buying a piece of property with no access, because **Kirkpatrick’s** prior fantasy land creation of a right-of-way had no standing.

Kirkpatrick should be pulled over to the side of the road and have his bar card revoked. It will be up to **Kirkpatrick** to prove otherwise.

The Browning Branch LLC fiasco.

The prior deed on this property, NC GENERAL WARRANTY DEED [BK:481, PG: 2103 - 2105], on page 2105, states:

SCHEDULE A

“The owners of Lot No. 3 shall have reserved unto them and are hereby granted the right of a permanent easement to make equal use of the present Buchanan farm road along with the owners of Lot’s Nos. 1, 2 and 4, provided, however, that they shall bear their fair share of the maintenance and upkeep of said road”.

Kirkpatrick’s new and improved fantasy right-of-way on the new Browning Branch LLL NC GENERAL WARRANTY DEED states:

EXHIBIT “A”

TOGETHER WITH, INCLUDING and SUBJECT TO that “Right of Way Area” as shown on Tract 1 of the above referenced plat of survey for rights of ingress, egress, regress and utilities for Tract 2 out to the sate maintained road (NCSR 1147). Said Right of Way Area to be utilized for access and construction of a road and bridge along with necessary utilities to serve Tract 2. The Grantees, its successors and assigns shall be responsible for the construction and maintenance of said road, bridge and utilities unless turned over to a responsible governing body.

WTF?

Everyone who is part of this right-of-way would have had to agree to this new section **Kirkpatrick** jammed down their throats. Charlie Deaver [re: PIN 8604-84-6867] indicated to me that he never agreed to this change, and assured me that no one else affected by this change had agreed either.

The real kicker to me are the last couple of words ...

“ ... **unless turned over to a responsible governing body.**”

What is that all about? Does **Kirkpatrick** know something about the future intent of this development that we do not know about? This is where things can get wild and crazy.

Half of this piece of property is under the 100 year flood plain, same as the **James Weaver “Kirk” Kirkpatrick III** Super Duper Sports Complex. Would the “responsible governing body” be Haywood County? After all, the **James Weaver “Kirk” Kirkpatrick III** Super Duper Sports Complex conforms to the same criteria (surveyed by County Commissioner **Kevin Ensley [RINO]**) as also half of that property is within a 100 year flood plain. The County paid over \$1.6 Million for that piece, and is contemplating spending another half Million, attempting to fill a pad for some prospective sucker to raise the elevation above the flood plain.

See: <http://haywoodtp.net/pubII/180604EDC-June-2018.pdf>

Wait a minute ...

Speaking about lawyers, where is Ron Sneed (Planning Board lawyer) and Bill Cannon (Town of Waynesville lawyer)? Shouldn't they have vetted all this stuff so the Planning Board and Town of Waynesville don't shoot themselves in the feet?

Another interesting question is why was Elizabeth Teague attempting to ram this through the Planning Board by misleading planning board members under oath about the available right-of-way at the Allens Creek entrance saying it was 40 feet, when the developer later in the meeting admitted it was only 30.2 feet?

Listen to: <http://haywoodtp.net/pubII/180618PlanningBoardMeetingBrowningBranchLLC.MP3>

See the two referenced deeds [481/2103, 949/1982] following this piece.

Kirkpatrick's prior Right-of-Way fabrication.

Let's look at another example of Kirkpatrick's handy work, this time in a [798/635]. Jack Ramey hired **Kirkpatrick** to draw up a FIXED RATE HOME EQUITY CONVERSION DEED OF TRUST, filed on 2/8/2011. Here is the section on right-of-way:

EXHIBIT A

TOGETHER WITH, INCLUDING and SUBJECT TO a 10-foot right of way for egress, ingress and regress, centered upon and over and across Dakota Drive, as said drive is currently laid out and in use, running to Lee Road, across the adjacent property of Jack O'Neill Ramey and wife, Emma Lou Ramey described in Deed Book 341, page 694, Haywood County Registry.

The problem is that the Deed **Kirkpatrick** referenced [341/694] from 6/15/1983, nor another referenced deed [471/925], both prepared by **Gavin Brown** (now under indictment for forgery and unauthorized use of a notary seal) , do not reference whatsoever, any mention of any right of way. Jack Ramey never agreed to this insertion - why should he? At that point, it was all a contiguous piece of property.

This same right-of-way verbiage **Kirkpatrick** fabricated found it's way into a NC SPECIAL WARRANTY DEED, between **Reverse Mortgage Solutions, Inc.** and **Jonathan M. Hernandez** [930/2289], page 2291, which again referenced [341/694].

That's when **Hernandez** ran into a problem. He attempted to use Jack Ramey's road on his property to access his land-locked piece that he just purchased. Didn't happen. He had no right-of-way. **Laura Holland** was the Real Estate agent that sold him this property, the same **Laura Holland** that attempted to evict Jack and Emma Ramey from their home.

See: <http://haywoodtp.net/pubII/170406NCREC-ComplaintAgainstLauraHolland.pdf>

Jonathan M. Hernandez is going through all of the hoops with DOT to get a special road put in off of Lee Road with it's very own street sign so he can access his property. Thank you very much, **James Weaver "Kirk" Kirkpatrick III.**

See four (4) referenced deeds (and there are more with this property ...) [341/694, 471/925, 798/635, and 930/2289], also at the end of this piece.

The Town of Waynesville Planning Board is scheduled to continue it's Quasi Judicial Hearing on the Browning Branch LLL - Buchanan Drive 52 Unit development on July 16, 2018. Should be quite the show. Plan on attending...

Legend: If any name is in **bold**, it can't be a good thing.

Monroe A. Miller, Jr.
Haywood County Taxpayer.

PENDING REVIEW FOR TAX LISTING



2018003222

HAYWOOD CO, NC FEE \$26.00
STATE OF NC REAL ESTATE EXTX
\$190.00

PRESENTED & RECORDED
04-17-2018 10:46:14 AM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY: TARA E. REINHOLD
DEPUTY

BK: RB 949
PG: 1982-1984

DATE 4/17/18 BY KH

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien
against parcel number(s) 8604940650

Mike Matthews, Haywood County Tax Collector

Date: 4-18-18 By: cel

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$190.00

Parcel Identifier No. 8604-94-0656 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: James W. Kirkpatrick, III, PA, 37 Branner Avenue, Waynesville, NC 28786

This instrument was prepared by: James W. Kirkpatrick, III, PA, 37 Branner Avenue, Waynesville, NC 28786

Brief description for the Index: _____

THIS DEED made this 16th day of April, 2018, by and between

GRANTOR

Neal K. Ross and wife,
Kimberly Ann Arter Ross
955 Allens Creek Road
Waynesville, NC 28786

GRANTEE

Browning Branch, LLC, North
Carolina Limited Liability Co.
4365 Arnold Avenue
Naples, FL 34104

Enter in appropriate block for each Grantor and Grantee: name, mailing 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, parcel of land or condominium unit situated in the City of Waynesville, _____ Township, Haywood County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book 481 page 2103.

All or a portion of the property herein conveyed X includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book C page 7790.

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, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: _____ (Entity Name) Neal K Ross (SEAL)
Print/Type Name: Neal K. Ross

By: _____
Print/Type Name & Title: _____ Kimberly Ann Arter Ross (SEAL)
Print/Type Name: Kimberly Ann Arter Ross

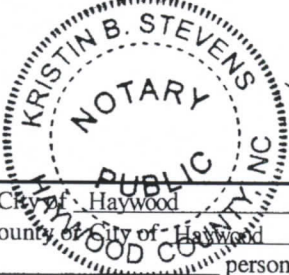
By: _____ (SEAL)
Print/Type Name & Title: _____
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name & Title: _____
Print/Type Name: _____

State of North Carolina - County or City of Haywood

I, the undersigned Notary Public of the County or City of Haywood and State aforesaid, certify that Neal K. Ross and wife, Kimberly Ann Arter Ross personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 16th day of April, 20 18.

My Commission Expires: 1/5/20
(Affix Seal)



Kristin B. Stevens Notary Public
Notary's Printed or Typed Name

State of North Carolina - County or City of Haywood

I, the undersigned Notary Public of the County or City of Haywood and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 16th day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

EXHIBIT "A"

BEING Tract No. 2, containing 7.038 acres, as per survey and plat entitled "Plat Prepared For Neal K. Ross", by Mountain Heritage Land Surveying, PLLC, dated July 11, 2017, Drawing No. 2018-176-000-A, recorded in Plat Cabinet C, Slot 7959, Haywood County Registry.

TOGETHER WITH, INCLUDING and SUBJECT TO that "Right of Way Area" as shown on Tract 1 of the above referenced plat of survey for rights of ingress, egress, regress and utilities for Tract 2 out to the state maintained road (NCSR 1147). Said Right of Way Area to be utilized for access and construction of a road and bridge along with necessary utilities to serve Tract 2. The Grantees, its successors and assigns shall be responsible for the construction and maintenance of said road, bridge and utilities unless turned over to a responsible governing entity.

BEING a portion of that property conveyed in a deed dated September 11, 2000, from Faye Maxine Buchanan Ross, a/k/a Fay Maxine Buchanan Ross and husband, James Dewey Ross to Neal K. Ross, recorded in Book 481, Page 2103, Haywood County Registry.

Date 9/14/00
By [Signature]

Book Page
481 2103
FILED
HAYWOOD COUNTY NC
09/14/2000 11:45 AM
AMY N. MURRAY
Register Of Deeds

Excise Tax -0-

Recording Time, Book and Page
11910

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____
by _____

Mail after recording to T. Michael Jordan, 154 N. Main Street, Suite 1, Waynesville, NC 28786

This instrument was prepared by T. Michael Jordan, Attorney

Brief description for the Index TITLE NOT SEARCHED BY PREPARER

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 11th day of September, 2000, by and between

GRANTOR

GRANTEE

FAYE MAXINE BUCHANAN ROSS, a/k/a
FAY MAXINE BUCHANAN ROSS and husband,
JAMES DEWEY ROSS

NEAL K. ROSS
390 Freeman Road
Waynesville, NC 28786

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 City of Waynesville, Haywood Township, Haywood County, North Carolina and more particularly described as follows:

See Schedule "A" attached and incorporated herein by reference.

2103

SCHEDULE A

BEING No. 3 of the Walter Buchanan Farm, containing 10.08 acres, as shown and described on a plat of survey by Gibson Land Surveying, dated October 29, 1982, and found of record in Plat Cabinet A, Slot 192-A, in the Office of the Register of Deeds of Haywood County, to which recorded plat of survey reference is hereby made for more complete and particular description thereof.

"The owners of Lot No. 3 shall have reserved unto them and are hereby granted the right of a permanent easement to make equal use of the present Buchanan farm road along with the owners of Lots Nos. 1, 2 and 4, provided, however, that they shall bear their fair share of the maintenance and upkeep of said road."

Saving and excepting, however, from the land above described that part thereof which shall remain vested in Grantors as their sole and separate property, to-wit:

According to a plat of survey by J. Randy Herron, PLS, dated July 31, 2000, drawing no. 711-27-A, and from said plat of survey being more particularly described as follows:

Beginning on a point located in the centerline of Allens Creek Road, N. C. S. R. 1147, being the southwest corner of Deed Book 410, page 836 and the northwest corner of Ruby L. Bumgarner (Deed Book 310, page 232), said beginning point bearing S. 78 deg. 53 min. 46 sec. W. 21.70 feet from an iron pin set in a fence; thence runs with the centerline of said Allens Creek Road the following courses and distances: N. 09 deg. 56 min. 28 sec. E. 102.54 feet; N. 10 deg. 09 min. 54 sec. E. 105.03 feet; N. 10 deg. 07 min. 02 sec. E. 73.64 feet; N. 10 deg. 08 min. 17 sec. E. 52.99 feet; N. 10 deg. 09 min. 19 sec. E. 14.08 feet to a point located in the centerline of said public road; thence leaving said public road runs with a new divisional line of the land of Grantors (Deed Book 410, page 836) the following courses and distances: S. 84 deg. 39 min. 37 sec. E., passing a set iron pin (control corner) at 11.24 feet, and a set iron pin (control corner) at 262.85 feet, a whole distance of 270.00 feet to a point located in the center of a 4-foot branch; thence runs with the center of and meanders of said branch and continuing with the new divisional line of the land of Grantors, the following courses and distances: S. 09 deg. 18 min. 27 sec. E. 18.84 feet; S. 16 deg. 07 min. 55 sec. E. 87.75 feet; S. 15 deg. 16 min. 42 sec. E. 71.83 feet; S. 25 deg. 54 min. 33 sec. E. 55.42 feet; S. 10 deg. 30 min. 33 sec. E. 18.86 feet; thence leaving said branch runs along or near a fence line the following courses and distances: S. 79 deg. 28 min. 44 sec. W. 19.39 feet; S. 79 deg. 28 min. 44 sec. W. 83.71 feet; S. 79 deg. 21 min. 32 sec. W. 77.13 feet; S. 79 deg. 14 min. 03 sec. W. 39.54 feet; S. 78 deg. 58 min. 12 sec. W. 91.40 feet; S. 78 deg. 53 min. 46 sec. W. 78.27 feet; thence S. 78 deg. 53 min. 46 sec. W. 21.70 feet to the point of Beginning, containing 2.235 acres.

This deed creates a family subdivision and is exempted from the provisions of the Haywood County Predevelopment Ordinance. Septic tank suitability evaluations may not have been performed on these lots.

PENDING REVIEW FOR TAX LISTING



2017005574

HAYWOOD CO, NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$56.00

PRESENTED & RECORDED
06-21-2017 01:55:44 PM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY TARA E. REINHOLD
DEPUTY

BK: RB 930
PG: 2289-2292

DATE 6-21-17 BY AAB

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien
against parcel number(s) 8637 01 5223
Mike Matthews, Haywood County Tax Collector
Date: 6-21-17 By: ME

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$56.00
Tax Parcel ID No 8637-01-5352 5223^{fa} Verified by _____ County
on the ____ day of _____, 20____ By: _____

Prepared by and Return to: Ryan D. Shoaf, Esq., The Shoaf Law Firm, P.A., 8414 Falls of
Neuse Road, Suite 104, Raleigh, NC 27615

Brief description for the Index: 8637-01-5352

THIS DEED, made this the 9 day of June, 2017 by and between

GRANTOR: REVERSE MORTGAGE SOLUTIONS, INC.
Whose mailing address is: 5222 Cypress Creek Pkwy, Suite 100, Houston, TX 77069

GRANTEE: JONATHAN M. HERNANDEZ, AN UNMARRIED PERSON
Whose mailing address is: 580 Lee Road, Clyde, NC 28721

WITNESSETH:

For consideration of Twenty-Eight THOUSAND DOLLARS and Zero Cents (\$28,000.00) from
Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby
gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and
Reservations hereinafter provided, if any, the following described property located in the City of
Clyde, County of Haywood, State of North Carolina, more particularly described as follows:

SEE ATTACHED EXHIBIT A.

Property Commonly Known As: **146 DAKOTA DRIVE, CLYDE, NC 28721**

All or a portion of the property herein conveyed ____ does or ____ does not include the primary
residence of a Grantor.

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 Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Any ad valorem property taxes now due and payable, and easements of record.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Xochitl Martinez (Seal)
REVERSE MORTGAGE SOLUTIONS, INC.

Xochitl Martinez, Assistant Vice President

By: _____
Title: _____

STATE OF TX
COUNTY OF Harris

I, Karen Maples, a Notary Public of Harris County and State of TX do hereby certify that Xochitl Martinez of REVERSE MORTGAGE SOLUTIONS, INC. personally appeared before me and acknowledged the execution of the foregoing on behalf of REVERSE MORTGAGE SOLUTIONS, INC. as its act and deed. Witness my hand and official stamp or seal, this 9 day of June, 2017.

[Official Seal]

Karen Maples (SEAL)
NOTARY PUBLIC

My Commission expires: _____

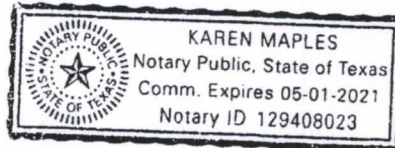


EXHIBIT A

LEGAL DESCRIPTION FOR JONATHAN M. HERNANDEZ

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HAYWOOD, CITY OF CLYDE, STATE OF NORTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING ON A STAKE IN THE NORTHERN EDGE OF JONES COVE ROAD, SAID STAKE BEING THE NORTHWEST CORNER OF LOT NO. 1 THIS DAY CONVEYED TO PHYLLIS MEASE HAYNES ET VIR. AND RUNS THENCE WITH THE LINE BETWEEN LOTS 1 AND 2, SOUTH 7 DEG. 30 MIN. WEST 650 FEET TO A STAKE IN THE SOUTHERN RAILWAY RIGHT OF WAY LINE; THENCE CONTINUING THE SAME COURSE 100 FEET TO A STAKE IN THE CENTER OF THE SOUTHERN RAILWAY LINE; THENCE WITH THE CENTER OF THE SOUTHERN RAILWAY LINE IN A WESTERLY DIRECTION 285 FEET TO A STAKE, CORNER BETWEEN LOTS 2 AND 3; THENCE NORTH 13 DEG. 00 MIN. EAST 100 FEET TO A STAKE IN THE SOUTHERN RAILWAY RIGHT OF WAY LINE; THENCE NORTH 13 DEG. 00 MIN. EAST 660 FEET TO A STAKE IN THE NORTHERN EDGE OF JONES CAVE ROAD; THENCE NORTH 77 DEG. EAST 157 FEET TO A STAKE; THENCE NORTH 41 DEG. EAST 86 FEET TO A STAKE, THE BEGINNING POINT.

LESS AND EXCEPTING THE PROPERTY DESCRIBED IN DEED BOOK 471, PAGE 925, HAYWOOD COUNTY REGISTRY.

SUBJECT TO AND EXCEPTING THAT CERTAIN PERPETUAL RIGHT AND EASEMENT FOR A SEWER LINE BEING 20 FEET IN WIDTH TAKEN BY JUNALUSKA SANITARY DISTRICT AS SET FORTH IN DEED BOOK 430, PAGE 786, HAYWOOD COUNTY REGISTRY.

FURTHER EXCEPTING FROM THE ABOVE-DESCRIBED PROPERTY THE FOLLOWING 0.044 ACRE TRACT:

BEGINNING IN A POINT IN THE COMMON LINE OF THE JACK O. RAMEY TRACT (DEED BOOK 298, PAGE 960) AND THE JACK O. RAMEY TRACT (DEED BOOK 341, PAGE 694), SAID POINT BEING LOCATED N. 08 DEG. 39 MIN. 19 SEC. E. 180.02 FEET FROM THE SOUTHEASTERN CORNER OF THE JACK O. RAMEY TRACT (DEED BOOK 296, PAGE 960) AND THE SOUTHWESTERN CORNER OF THE JACK O. RAMEY TRACT (DEED BOOK 341, PAGE 694) THAT COMMON POINT BEING IN THE CENTER OF THE SOUTHERN RAILWAY RAILROAD TRACT; THENCE LEAVING SAID BEGINNING POINT AND RUNNING WITH THE COMMON LINE OF THE TWO (2) TRACTS, N. 08 DEG. 39 MIN. 19 SEC. E. 113.45 FEET TO A POINT; THENCE S. 26 DEG. 53 MIN. 42 SEC. W. 108.04 FEET TO A POINT; THENCE S. 63 DEG. 43 MIN. 47 SEC. E. 35.51 FEET TO THE BEGINNING AND BEING 0.044 ACRE, ACCORDING TO A PLAT PREPARED FOR "TERRY RAMEY," DATED NOVEMBER 15, 2010 AND PREPARED BY HERRON ASSOCIATES, DRAWING NO. 2012-1331-B.

TOGETHER WITH, INCLUDING AND SUBJECT TO A TO A 10-FOOT RIGHT OF WAY FOR EGRESS, INGRESS AND REGRESS, CENTERED UPON AND OVER AND ACROSS DAKOTA DRIVE, AS SAID DRIVE IS CURRENTLY LAID OUT AND IN USE, RUNNING TO LEE ROAD, ACROSS THE ADJACENT PROPERTY OF JACK O'NEILL RAMEY AND WIFE, EMMA LOU RAMEY DESCRIBED IN DEED BOOK 341, PAGE 694, HAYWOOD COUNTY REGISTRY.

CONTAINING 3.43 ACRES, MORE OR LESS, PER THE SURVEY OF HERRON ASSOCIATES, DRAWING NO. 2012-1331-B, DATED 11/15/10, AND FURTHER BEING THE REMAINDER OF THE PROPERTY CONVEYED TO JACK O'NEILL RAMEY AND WIFE, EMMA LOU RAMEY RECORDED IN DEED BOOK 298, PAGE 960, HAYWOOD COUNTY REGISTRY

PARCEL ID #8637-01-5352 ~~5223~~

Not Found

THIS BEING THE SAME PROPERTY CONVEYED TO REVERSE MORTGAGE SOLUTIONS, INC. FROM AARON B. ANDERSON, MEMBER/MANAGER FOR TRUSTEE SERVICES OF CAROLINA, LLC, SUBSTITUTE TRUSTEE IN A DEED DATED OCTOBER 24, 2016 AND RECORDED JANUARY 13, 2017 AS BOOK 921 AND PAGE 640.

Property Commonly Known As: 146 Dakota Drive Clyde, NC 28721



2011001166

HAYWOOD CO, NC FEE \$63.00
PRESENTED & RECORDED

02-08-2011 12:42:13 PM

SHERRI C. ROGERS
REGISTER OF DEEDS
BY: DEB SCHAEFER - DEPUTY
REGISTER OF DEEDS

BK: RB 798

PG: 635-646

Record and Return to:

JWK

27 Old Solomon's Island Road
Annapolis, MD 21401

Prepared By: Harvard Home Mortgage, Inc.
27 Old Solomon's Island Road
Annapolis, MD 21401

[Space Above This Line For Recording Data]

State of NORTH CAROLINA

Loan Officer: Richard Raasch
FHA Case No. 387-0625336-951
Loan No. 99-5069

**FIXED RATE
HOME EQUITY CONVERSION DEED OF TRUST**

**SECURING FUTURE ADVANCES, INCLUDING FUTURE ADVANCES MADE
UNDER AN EQUITY LINE OF CREDIT PURSUANT TO THE TERMS OF THE
LOAN AGREEMENT**

THIS DEED OF TRUST ("Security Instrument") is made on **February 3, 2011**. The grantor is **Jack O'Neill Ramey and wife, Emma Lou Ramey**, whose address is **146 Dakota Drive, Clyde, North Carolina 28721** ("Borrower"). The trustee is **F. BLAIR WILLIAMS**, a having an address of **6531 Creedmore Road, Suite 101, Raleigh, NC 27613** ("Trustee"). The beneficiary is **Harvard Home Mortgage, Inc.**, which is organized and existing under the laws of **Maryland**, and whose address is **27 Old Solomon's Island Road, Annapolis, MD 21401** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note, in the present amount of **One Hundred Eighty Thousand Dollars and Zero Cents (U.S. \$180,000.00)**, up to a maximum principal amount of **One Hundred Eighty Thousand Dollars and Zero Cents (U.S. \$180,000.00)**; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **April 16, 2092**. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in **HAYWOOD** County, NORTH CAROLINA:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of
146 Dakota Drive, Clyde, North Carolina 28721, ("Property Address")

TO HAVE AND TO HOLD said property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

PROVIDED, HOWEVER, that if Borrower pays to Lender the debt described above and all additional advances and all other sums payable by Borrower to Lender under this Security Instrument and under the terms of the Loan Agreement, together with interest thereon, and Borrower performs and discharges all other obligations under the Loan Agreement and this Security Instrument as and when required, and Lender cancels the Loan Agreement and the account of the Borrower thereunder, then this Security Instrument and the estate hereby granted shall cease and become void upon the recordation of an instrument of release or satisfaction.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not

economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the

Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death, physical or mental illness, for a term of 180 consecutive days and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) Borrower fails to maintain the Property or fails to pay property taxes, insurance premiums or assessments on the Property.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 90 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

Interest at the rate provided in the Note will continue to accrue during the 90-day period.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the

requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this

Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law.

Lender, prior to the institution of any foreclosure proceedings, will fulfill any requirement under § 53-268 of the General Statutes of North Carolina, as it may be subsequently amended. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Attorneys' Fees. Attorneys' fees must be reasonable.

25. Negative Amortization; Deferred Interest. Finance charges accruing during the term of the Security Instrument are not paid as they accrue, resulting in negative amortization. Under negative amortization, accrued finance charges are deferred and added to Borrower's outstanding loan balance, increasing the debt owed to Lender. Finance charges will accrue on this increased loan balance.

26. Future Obligations; Loan Advances. This Security Instrument secures future advances or future obligations that may be made by Lender and incurred by Borrower from time to time under a revolving line of credit. All advances and indebtedness arising and accruing from time to time under the Loan Agreement or under this Security Instrument shall be secured by this Security Instrument. Advances shall be made and indebtedness shall be incurred from time to time on and after the date of this Security Instrument under the Loan Agreement, but each such advance or indebtedness shall be secured by this

Security Instrument and have priority as if made on the date of this Security Instrument. If the maximum amount of credit has not been advanced or if any obligation is reduced by partial payment, future advances or obligations may be incurred from time to time, and such future advances or obligations shall be secured to the same extent and priority as this Security Instrument. The amount of present obligations secured is \$79,080.00 and the maximum principal amount secured, including present and future obligations which may be secured is set forth on page one of this Security Instrument.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider

Planned Unit Development Rider

Other [Specify] Manufactured Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Jack O'Neill Ramey (SEAL)
Jack O'Neill Ramey

2-3-11
Date

Emma Lou Ramey (SEAL)
Emma Lou Ramey

2-3-11
Date

[Space Below This Line For Acknowledgment]

STATE OF NORTH CAROLINA

COUNTY OF Haywood

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

Jack O'Neill Ramey and wife, Emma Lou Ramey

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC driver's license.
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Witness my hand and official seal, this the 3 day of February, 2011.

My commission expires:

11/2/2012

Pamela N. Starnes

Notary Public

Pamela N. Starnes

Print Name of Notary

[NOTARY SEAL]



EXHIBIT A

Exhibit A to the Mortgage made on **February 3, 2011**, by **Jack O'Neill Ramey and wife, Emma Lou Ramey** ("Borrower") to **Harvard Home Mortgage, Inc.** ("Lender"). The Property is located in the county of **HAYWOOD**, state of **North Carolina**, described as follows:

BEGINNING on a stake in the northern edge of Jones Cove Road, said stake being the northwest corner of Lot No. 1 this day conveyed to Phyllis Mease Haynes et vir. and runs thence with the line between Lots 1 and 2, South 7 deg. 30 min. West 650 feet to a stake in the Southern Railway right of way line; thence continuing the same course 100 feet to a stake in the center of the Southern Railway line; thence with the center of the Southern Railway line in a westerly direction 285 feet to a stake, corner between Lots 2 and 3; thence North 13 deg. 00 min. East 100 feet to a stake in the Southern Railway right of way line; thence North 13 deg. 00 min. East 660 feet to a stake in the northern edge of Jones Cove Road; thence North 77 deg. East 157 feet to a stake; thence North 41 deg. East 86 feet to a stake, the BEGINNING Point.

LESS and EXCEPTING the property described in Deed Book 471, page 925, Haywood County Registry.

SUBJECT TO and EXCEPTING that certain perpetual right and easement for a sewer line being 20 feet in width taken by Junaluska Sanitary District as set forth in Deed Book 430, page 786, Haywood County Registry.

Further EXCEPTING from the above-described property the following 0.044 acre tract:

BEGINNING in a point in the common line of the Jack O. Ramey tract (Deed Book 298, page 960) and the Jack O. Ramey tract (Deed Book 341, page 694), said point being located N. 08 deg. 39 min. 19 sec. E. 180.02 feet from the southeastern corner of the Jack O. Ramey tract (Deed Book 296, page 960) and the southwestern corner of the Jack O. Ramey tract (Deed Book 341, page 694) that common point being in the center of the southern railway railroad tract; thence leaving said beginning point and running with the common line of the two (2) tracts, N. 08 deg. 39 min. 19 sec. E. 113.45 feet to a point; thence S. 26 deg. 53 min. 42 sec. W. 108.04 feet to a point; thence S. 63 deg. 43 min. 47 sec. E. 35.51 feet to the BEGINNING and BEING 0.044 acre, according to a plat prepared for "Terry Ramey," dated November 15, 2010 and prepared by Herron Associates, Drawing No. 2012-1331-B.

TOGETHER WITH, INCLUDING and SUBJECT TO a 10-foot right of way for egress, ingress and regress, centered upon and over and across Dakota Drive, as said drive is currently laid out and in use, running to Lee Road, across the adjacent property of Jack O'Neill Ramey and wife, Emma Lou Ramey described in Deed Book 341, page 694, Haywood County Registry.

CONTAINING 3.43 acres, more or less, per the survey of Herron Associates, Drawing No. 2012-1331-B, dated 11/15/10, and further BEING the remainder of the property conveyed to Jack O'Neill Ramey and wife, Emma Lou Ramey recorded in Deed Book 298, page 960, Haywood County Registry.

Manufactured Home Rider To Mortgage, Deed of Trust Or Other Security Instrument

FHA Case Number: 387-0625336-951

THIS MANUFACTURED HOME RIDER is made this **February 3, 2011** and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned ("Borrower(s)") to secure Borrower's Promissory Note Manufactured Home Retail Installment Contract) to **Harvard Home Mortgage, Inc.** (the "Note Holder") of the same date hereof (the "Note") and relating to the property described in the Security Instrument and located at:

146 Dakota Drive, Clyde, North Carolina 28721

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1. **DESCRIPTION OF REAL PROPERTY.** The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as herein below described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home").

Make: **Horton Homes** Model: **SH03** Serial Number: **h134746gl&r**

Year Built: **1996** Width and Length: **66' X 27'**

No Certificate of Title has been issued Certificate of Title No. **GEO988509/GEO988510**

2. **MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY.** The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is real property described in the Security Instrument.

Make: Model: Serial Number:

Year Built: Width and Length:

No Certificate of Title has been issued Certificate of Title No.

3. **ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME**
If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other

Jack O'Neill Ramey
Jack O'Neill Ramey

2-3-11
Date

Emma Lou Ramey
Emma Lou Ramey

2-3-11
Date

471/925

TRANSFER MADE ON PROPERTY RECORD

Date 3/24/99

By [Signature]

Book 471 Page 925
REGISTERED
HAYWOOD COUNTY NC
03/24/99 4:45 PM
AMY R. MURRAY
Register Of Deeds

HAYWOOD COUNTY NC 03/24/99
11 \$84.00



Real Estate
Excise Tax

4199

Excise Tax: \$ 84.00

Parcel Identifier No. 8637-01-5304

Mail after recording to:

This instrument was prepared by Gavin A. Brown, Attorney

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this _____ day of _____, 1999, by and between

GRANTOR

JACK O'NEILL RAMEY
and wife,
EMMA LOU RAMEY

GRANTEE

RONALD D. RAMEY
and wife,
VICKIE S. RAMEY

Address: 580 Lee Road
Clyde NC 28721

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.

WITNESSES that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Clyde Township, Haywood County, North Carolina, more particularly described as follows:

See attached Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 298 at Page 960, Haywood County Registry.

A map showing the above described property is recorded in Plat Book _____ at Page _____, Haywood County Registry.

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:

Together with and subject to easements, restrictions, rights of way of record, and ad valorem taxes.

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.

Jack O'Neill Ramey (SEAL)
Jack O'Neill Ramey

Emma Lou Ramey (SEAL)
Emma Lou Ramey

SEAL STAMP NORTH CAROLINA, Haywood County
I, Gavin A. Brown, a Notary Public of the County and State aforesaid, certify that Jack O'Neill Ramey and wife, Emma Lou Ramey, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of March, 19 99
Gavin A. Brown
Notary Public
My commission expires: 6/14/97

The foregoing Certificate(s) of Gavin A. Brown
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.

BEGINNING at a point in center of SR 1531 at the Winfree corner (Book 395, page 243), said point being the northwest corner of the parent tract (Book 298, page 260) and runs thence with center of road three (3) calls as follows: N. 70 deg. 13 min. 19 sec. E. 68.91 feet; N. 69 deg. 02 min. 16 sec. E. 104.82 feet and N. 68 deg. 33 min. 34 sec. E. 40.24 feet; thence S. 08 deg. 52 min. 54 sec. E. 139.99 feet; thence S. 63 deg. 05 min. 06 sec. W. 114.53 feet; S. 67 deg. 25 min. 34 sec. W. 43.15 feet; S. 75 deg. 57 min. 32 sec. W. 57.78 feet and N. 87 deg. 24 min. 21 sec. W. 38.64 feet; thence with Winfree line N. 08 deg. 01 deg. 00 min. 135.69 feet to the BEGINNING..

0927

TRANSFER MADE ON TAX RECORD

Date 6-15-83 By [Signature]

[Large Signature]

Filed for registration 15
day of June 1983
4:30 o'clock P M and registered

in office of the Register of Deeds for
Haywood County, North Carolina.

This 15 day June 1983
in Book No. 341 on page 694

Charles H. Housh
Register of Deeds
of Haywood County
By [Signature]
Recording Time, Book and Page

2883

Excise Tax 13.00

Tax Lot No. Parcel Identifier No.
Verified by County on the day of 19
by

Mail after recording to BTB DAVIN

This instrument was prepared by BROWN, WARD, HAYNES & GRIFFIN, P. A., Attorneys - 306 N. Main St. Waynesville, N. C. 28788.
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 1st day of June, 1983, by and between

GRANTOR	GRANTEE
BURTON GREEN (divorced and unremarried), 105 Green Street, Waynesville, North Carolina 28786	JACK O'NEILL RAMEY and wife, EMMA LOU RAMEY, Route 2, Box 14B, Clyde, North Carolina 28721

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 City of n/a Clyde Township, Haywood County, North Carolina and more particularly described as follows:

BEGINNING at a point on a bridge over Jones Cove Road, said point being the Northwest corner of the H. N. Mease tract and runs thence with a branch and the line of the Mease tract, S. 7° W. 191 feet to a stake; thence S. 9° W. 148 feet to a stake; thence S. 4° 30' W. 220 feet to a stake, margin of the Southern Railway right of way; thence the same course 100 feet to a stake in the center of the Southern Railway line; thence with the center of the Southern Railway line in a Westerly direction 280 feet to a stake in the center of said railway line; thence N. 7° 30' E. 100 feet to the Southern Railway right of way line; thence N. 7° 30' E. 650 feet to a stake in the Northern edge of Jones Cove Road; thence N. 41° E. 112 feet to a stake; thence East 122 feet to a stake, the point of BEGINNING, containing 3.70 acres, more or less. BEING Lot No. 1 as designated on a map made by Hugh K. Terrell dated January 22, 1974.

BEING and INCLUDING the identical property conveyed to Burton Green by Jack O'Neill Ramey et ux. by deed dated May 20, 1980, recorded in Book 315, page 611, Haywood County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in _____

A map showing the above described property is recorded in Plat Book _____ page _____

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:

1. Haywood County taxes for the year 1983.
2. The Grantor makes no warranty of title of any matter appearing prior to 1:20 P.M. May 27, 1980.

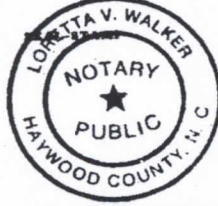
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in his corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

 (Corporate Name)

BY: _____ (SEAL)
 _____ President

ATTEST: _____ (SEAL)
 _____ Secretary (Corporate Seal)

USE BLACK INK ONLY



NORTH CAROLINA, Haywood County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
 Burton Green (divorced and unremarried)
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14 day of June 19. 83

My commission expires: 12-6-85 Loretta V. Walker Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of
 personally came before me this day and acknowledged that _____ he is
 _____ a North Carolina corporation, and that by authority duly
 given and as the act of the corporation, the foregoing instrument was signed in its name by its
 President, sealed with its corporate seal and attested by _____ as its Secretary.
 Witness my hand and official stamp or seal, this _____ day of _____ 19. _____

My commission expires: _____ Notary Public

The foregoing Certificate(s) of Loretta V. Walker, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Charles G. Howell REGISTER OF DEEDS FOR Haywood COUNTY
 David M. Jackson Deputy Assistant - Register of Deeds