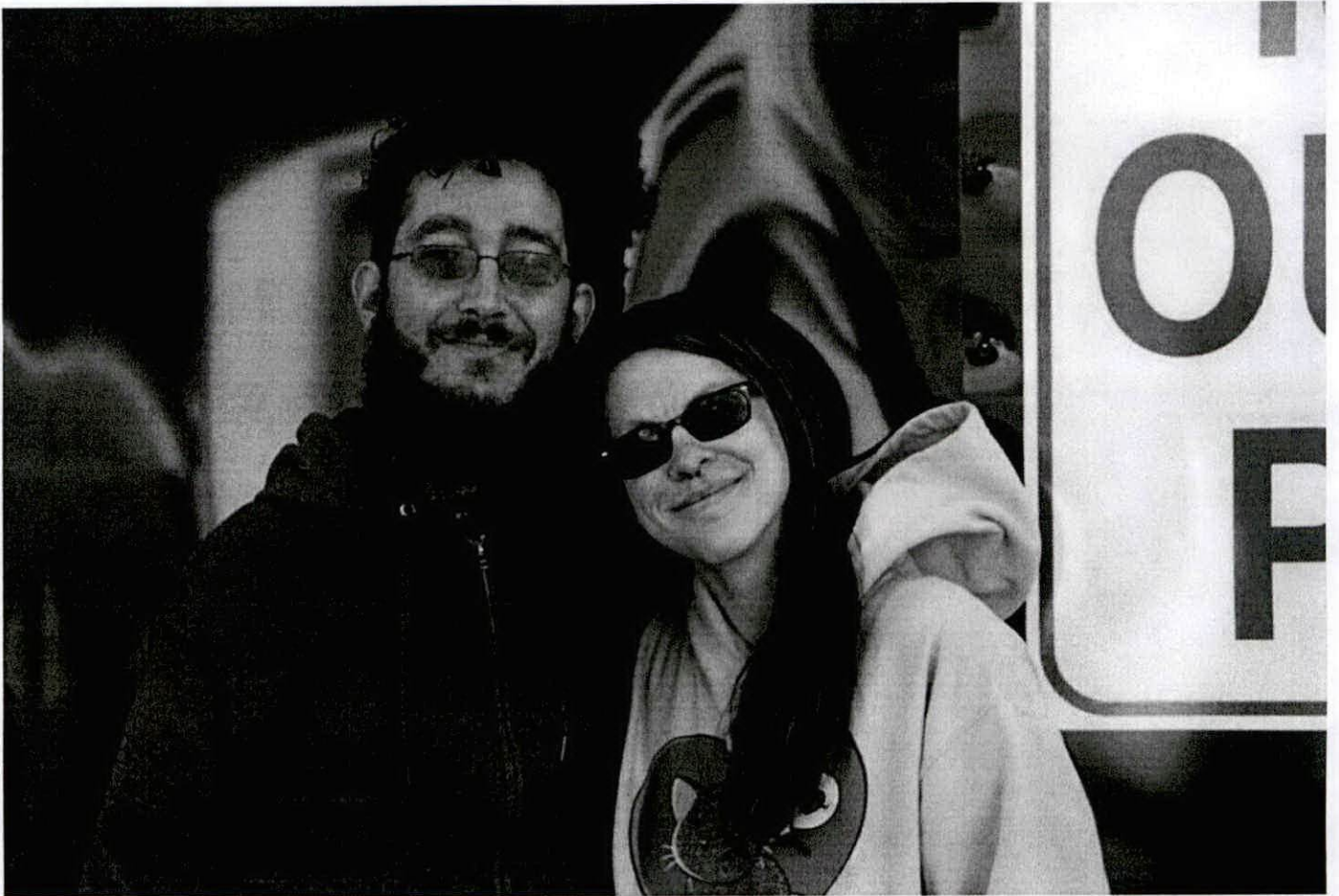


https://www.themountaineer.com/news/our-place-inn-a-brief-history/article\_48a35960-b260-11eb-9bed-0b32349399e9.html

## Our Place Inn, a brief history

By Kyle Perrotti kperrotti@themountaineer.com  
May 11, 2021

JAN 17 2022



MOBILE PANTRY — Cody and Kitty Currin have attempted to draw attention to what they view as critical social issues and even opened an outdoor food pantry. However, that pantry has since become a point of contention as the town has deemed it a zoning violation.

Kyle Perrotti kperrotti@themountaineer.com

Some criticism the Cody and Kitty Currin have seen on social media centers on how they came to own the motel. Many folks have shared screenshots of a September 2014 post from the account for the motel that used to occupy the property, the Applecover Inn.

“To all of our customers and friends,” the post begins. “We miss being there for you, and we are sorry that the motel closed the way it did.”

The post continues to note that a few years prior, a “young man,” Cody Currin, “took it upon himself to pour gasoline” onto a live fire. The post notes that when Cody sued the motel to cover hospital bills and pain and

suffering, the owners were in the process of moving back to Florida and were not served the civil papers “thoroughly.” The Currins received a default judgment. According to court records, that judgment was \$1.5 million, but the Currins agreed to take the motel as full satisfaction of the judgment.

Cody, who said he is an Eagle Scout, tells the story a bit differently, recalling he and Kitty were staying at the motel when he wanted to start a fire outside.

“The previous owner was busy that night, and when I asked him if he could start a fire in his fire pit, he handed me a lighter and told me where some paper towels were and said there’s some fuel in this canister,” he said.

Cody said he believed the canister to be full of tiki torch fuel. When he couldn’t immediately get the fire going, he poured a cup of the fuel onto the logs.

“I guess there was something underneath them that wasn’t quite out, and it turned out that the fuel that was in the tiki torch canister was gasoline. Someone had placed gasoline in the wrong canister,” he said.

Cody said there was no form of fire prevention, and there was no fire extinguisher, and once the fuel splattered back on him and he caught fire, there wasn’t even a blanket to put him out.

While the 2014 Applecover Inn post notes that one of the owners put him out, Cody said it was a volunteer firefighter there on vacation. Cody was airlifted out and eventually ended up at the UNC Medical Center in Chapel Hill, where he spent four weeks in the burn unit. To this day, scars are seen on his hands, his left forearm and even on his chest and neck area.

After months of recovery, the hospital bills were staggering.

"I felt those bills were not my fault," Cody said. "I felt that they were at fault, and I needed help with my medical bills."

Cody got a lawyer, sued and eventually came to take possession of the motel.

"We came up here and looked at the property," Cody said. "My family has always owned small businesses. My mom has always been an entrepreneur, and my dad's highly intelligent. If you need something fixed, we can figure out how to do it or figure out who to call."

"I figured a hotel wouldn't be too terribly hard to run," he added, eliciting a chuckle from Kitty.

#### MORE INFORMATION



PENDING REVIEW FOR TAX LISTING

DATE 6-20-16 BY SA



2016004790

HAYWOOD CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED  
06-20-2016 03:16:12 PM

SHERRI C. ROGERS  
REGISTER OF DEEDS  
BY TARA E. REINHOLD  
DEPUTY

BK: RB 908

PG: 100-102

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien against parcel number(s) 7686-18-2390

Mike Matthews, Haywood County Tax Collector

Date: 6/20/16 By: BB

JAN 17 2022

Excise Tax: \$0.00

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No 7686-18-2390  
Verified by \_\_\_\_\_ County on the \_\_\_ day of \_\_\_\_\_, \_\_\_

by \_\_\_\_\_

Mail after recording to **J. Michael McLeod, Atty.  
McLEOD LAW FIRM  
PO Box 943, Dunn, NC 28335**

This instrument was prepared by **J. Michael McLeod**

Brief Description for the index: 4077 Soco Rd.  
Maggie Valley, NC 28751

No title search performed

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this **June** \_\_, 2016, by and between

GRANTOR	GRANTEE
<b>Cody Dillon Currin, Single</b> 5945 NC Hwy 217 Erwin, NC 28339	<b>Currin Brothers, LLC</b> 5945 NC Hwy 217 Erwin, NC 28339

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, Ivy Hill Township, Haywood County, North Carolina and more particularly described as follows:

See attached Schedule "A".

The purpose of this deed to convey all the Grantor's right, title and interest to the Grantee.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 868, Page 1002, Haywood County Registry.

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

A map showing the above property herein conveyed 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 herein above described is subject to the following exceptions:

- a) Easements, roadways, and rights-of-way of record.
- b) Easements visible by an inspection of the premises.

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.

Currin Brothers LLC  
(Corporate Name)

Cody Dillon Currin  
Cody Dillon Currin

By: Cody D Currin President

(SEAL)

SEAL-STAMP NORTH CAROLINA, Haywood COUNTY

I, Fredie Rich Martin, a Notary Public of the County and State aforesaid, certify that Cody Dillon Currin, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 20 day of June, 2016.

My commission expires: 12-11-2020

Fredie Rich Martin Notary Public

SEAL-STAMP NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is \_\_\_\_\_ of \_\_\_\_\_, and acknowledged, on behalf of \_\_\_\_\_ the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_ Notary Public

SCHEDULE A  
4077 SOCO RD.  
MAGGIE VALLEY, NC 28751

BEGINNING at an iron stake, the corner of Wilburn Campbell (Deed Book 172, Page 285), and Joe Campbell (Deed Book 172, Page 184), and runs with the Joe Campbell line, North 86 degrees 30 minutes 00 seconds West 245.60 feet to the lot conveyed by Davis to Valentine (Deed Book 173, Page 206); thence with that line North 03 degrees 30 minutes 00 seconds West 283.17 feet to a stake in the Southerly right of way line of the new Highway 19-A; thence with the new right of way line on the South side of Highway 19-A, South 85 degrees 55 minutes 00 seconds East 279.69 feet to an iron stake in the western line of Wilburn Campbell; thence with the Wilburn Campbell line South 02 degrees 30 minutes 00 seconds West 277.36 feet to the BEGINNING.

EXCLUDING therefrom, however that portion of the property conveyed to the State Highway Commission by instruments recorded in Deed Book 246, Page 336, Haywood County Registry.

This conveyance is made SUBJECT TO 15-foot easement granted to the Town of Maggie Valley by instrument dated April, 1989 and recorded in Deed Book 400, Page 280, Haywood County Registry.

BEING the identical property described in deed dated June 12, 1990, from Bill's Swiss Village, Inc., to J.W. Hasty and wife, Mary W. Hasty, in Deed Book 409, Page 9, Haywood County Registry.

For further reference see Book 459, Page 2427, Haywood County Registry.







2019009813

HAYWOOD CO, NC FEE \$26.00

PRESENTED & RECORDED:

10-24-2019 10:44:51 AM

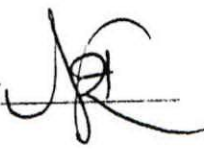
SHERRI C. ROGERS

REGISTER OF DEEDS

BY: TARA E. REINHOLD  
DEPUTY

BK: RB 984

PG: 184-186

DATE 10-24-2019 BY: 

JAN 17 2022

STATE OF NORTH CAROLINA  
COUNTY OF HAYWOOD

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

CASE NO: 19 CV 632

RICHARD B. BORIS and wife, )  
STACEY K. BORIS, )

Plaintiffs, )

v. )

CURRIN BROTHERS, LLC., )

Defendant, )

CONSENT JUDGMENT  
FOR BOUNDARY LINE

HAYWOOD COUNTY, N.C. C.S.C.  
2019 OCT 24 AM 10:32

FILED

THIS MATTER being filed in Haywood County District Court by the Plaintiffs, Richard B. Boris and wife Stacey K. Boris against the Defendant Currin Brothers, LLC., and after filing the pleadings the Parties have agreed to a Consent Judgment to be signed by the Parties and the Honorable District Court Judge presiding and thereafter to be filed in the clerk's office and recorded in the Haywood County Register of Deeds.

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW**

1. The Plaintiffs are the owners in fee simple of a certain tract of real property being more particularly described in Deed Book 470, Page 606, Haywood County Registry;
2. The Defendant is the owner of a certain tract of property lying and being in Haywood County, North Carolina being more particularly described in Deed Book 908, Page 100, and Haywood County Registry.
3. The Plaintiffs filed an action against the Defendant for Adverse Possession and Adverse Possession by Color of Title in regards to the adjoining property line of the Plaintiffs and

the Defendant, that property line being the easternmost property line of the Plaintiffs' tract and the westernmost property line of the Defendant's tract.

4. The Plaintiffs amended their Complaint on June 27, 2019.
5. The Parties have undergone discussions and negotiations and desire to resolve their dispute regarding the boundary line prior to the Defendant's answer and forego further litigation;

BASED UPON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and consented to by the Parties:

1. The Plaintiffs and Defendant hereby agree and establish as the eastern boundary line of the Plaintiff's tract and the western boundary line of the Defendant's Tract, that property line as shown and described in that Plat entitled District Court Division, File No: 19 CVD 632, Richard B. Boris and Stacy K. Boris, Plaintiffs v. Currin Brothers, LLC., Defendants, dated April 4, 2019 and revised October 11, 2019, prepared by L. Kevin Ensley, P.L.S. and recorded in Map Cabinet D Slot 410, Haywood County Registry as the "NEW BOUNDARY LINE" of the Parties properties. Said "NEW BOUNDARY LINE" is more particularly described in said Plat above running from point A which is located in the southeastern corner of the Plaintiffs' tract and the southwestern corner of the Defendant's tract and thence runs as follows:


North 00 degrees 30 minutes 45 seconds east 110.72 feet to an iron pin set; South 87 degrees 09 minutes 01 seconds east 3.91 feet to an iron pin set; North 02 degrees 32 minutes 16 seconds east 166.73 feet point to an iron pin set being point B in the right-of-way for Soco Road, (U.S. Highway 19), said ending point being located just southwest of an established utility pole.

2. The Plaintiffs' do hereby give, convey and quit claim unto the Defendant any and all property lying east of the above described "NEW BOUNDARY LINE".
3. The Defendant's do hereby give, convey and quit claim to the Plaintiff's any and all property lying west of the above described "NEW BOUNDARY LINE".
4. The "NEW BOUNDARY LINE" herein described and agreed to and the conveyances herein made by the Plaintiffs' and the Defendant shall inure to the benefit of the properties described above and the property owned by the Plaintiffs' and Defendant described above and the heirs, successors and assigns of the Plaintiffs' and the Defendant.
5. The Plaintiffs' and the Defendant intend that "THE NEW BOUNDARY LINE" established herein shall run with the land of the both the Plaintiffs' and the Defendant as hereinabove set out, to have and to hold, forever.



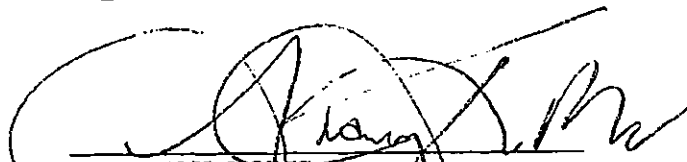
6. The Register of Deeds shall accept a certified copy of this Consent Judgment to be filed in the Haywood County Register of Deeds.

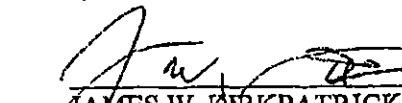
This Consent Judgement was executed this 24 day of October, 2019 by the District Court Judge Presiding and being consented to by both the Plaintiffs' and Defendant.

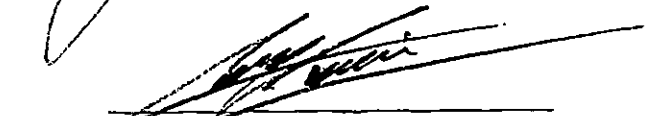
  
DISTRICT COURT JUDGE PRESIDING


We Consent:

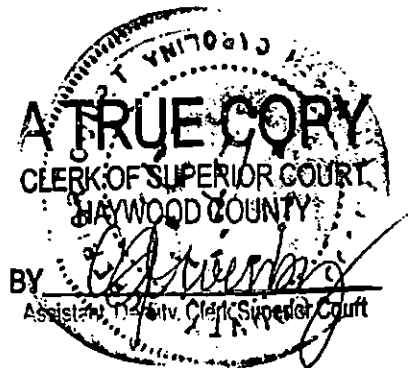
  
RICHARD B. BORIS

  
STACEY K. BORIS

  
JAMES W. KIRKPATRICK, III  
Attorney for the Plaintiffs

  
CURRIN BROTHERS, LLC  
Cody D. Corrin – President

  
DAVID WLEWICKRAMA  
Attorney for Defendant





2014004606

HAYWOOD CO, NC FEE \$56.00  
PRESENTED & RECORDED

06-25-2014 03:02:56 PM

SHERRI C. ROGERS  
REGISTER OF DEEDS  
BY STACY C. MOORE  
DEPUTY

BK: RB 868

PG: 1005-1009

JAN 17 2022

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

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_

Recording: Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 7686182390  
Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to J. Michael McLeod, Atty.  
McLeod Law Firm  
PO Box 943, Dunn, NC 28335

This instrument prepared by J. Michael McLeod, Atty.

Brief Description for the index

**NORTH CAROLINA DEED OF TRUST**

THIS DEED of TRUST made this 23<sup>rd</sup> day of June, 2014, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
CODY DILLON CURRIN 5945 NC Hwy 217 Erwin, NC 28339	BILLY R. GODWIN, JR. 111 E. Broad Street Dunn, NC 28334	J. MICHAEL MCLEOD AND JESSE W. JONES PO Box 943 Dunn, NC 28335

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiaries, for attorney fees of 1/3 of the balance of the sales price after Grantor is reimbursed \$25,889.62 that he paid for back property taxes and back occupancy taxes, as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note is after property is sold by Grantor at private or public sale.

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City N/A, N/A Township, Haywood County, North Carolina, (the "Premises") and more particularly described as follows:

SEE ATTACHED SCHEDULE A

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor. If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ 500.00 whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness, or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

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

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFIT.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

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

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.



THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntary or involuntary or by operation of law [other than: (i) the creation of a lien or other encumbrance to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by

devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of occupancy in the Premises, without the prior consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.



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

(Corporate Name)

Coby Dillon Currin (SEAL)

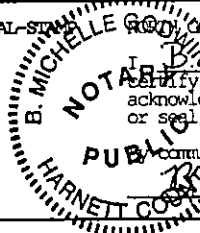
By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
President (SEAL)

ATTEST: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Secretary (Corporate Seal)

SEAL-STAMP NORTH CAROLINA, Harnett County.



I, B. Michelle Godwin, a Notary Public of the County and state aforesaid, certify that Coby Dillon Currin, Grantor personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official stamp or seal, this 23 day of June, 2014.

My commission expires: 5-2-2017

B. Michelle Godwin Notary Public

SEAL-STAMP NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and state aforesaid, certify that \_\_\_\_\_ personally appeared 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

The foregoing Certificate(s) of \_\_\_\_\_

\_\_\_\_\_ is 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.

SCHEDULE A

BEGINNING at an iron stake, the corner of Wilburn Campbell (Deed Book 172, page 285), and Joe Campbell ( Deed Book 172, page 184), and runs with the Joe Campbell line, N. 86-30-00 W. 245.60 feet to the lot conveyed by Davis to Valentine (Deed Book 173, page 206); thence with that line N. 03-30-00 W. 283.17 feet to a stake in the Southerly right of way line of the new Highway 19-A; thence with the new right of way line on the South side of Highway 19-A, S. 85-55-00 E. 279.69 feet to an iron stake in the Western line of Wilburn Campbell; thence with the Wilburn Campbell line S. 02-30-00 W. 277.36 feet to the BEGINNING.

EXCLUDING therefrom, however that portion of the property conveyed to the State Highway Commission by instrument recorded in Deed Book 246, page 336, Haywood County Registry.

This conveyance is made SUBJECT TO 15-foot easement granted to the Town of Maggie Valley by instrument dated April, 1989 and recorded in Deed Book 400, page 280, Haywood County Registry.

BEING the identical property described in deed dated June 12, 1990, from Bill's Swiss Village, Inc., to J. W. Hasty and wife, Mary W. Hasty, in Deed Book 409, page 9, Haywood County Registry.



2015005478

HAYWOOD CO. NC FEE \$0.00

PRESENTED & RECORDED

07-08-2015 09:26:08 AM

SHERRI C. ROGERS

REGISTER OF DEEDS

BY STACY C. MOORE

DEPUTY

BK: RB 889

PG: 163-163

JAN 17 2022

SATISFACTION OF DEED OF TRUST  
G.S. 47-46.1 (1987)

BOOK, PAGE, DATE, TIME

NORTH CAROLINA  
HAYWOOD COUNTY

NOTICE OF SATISFACTION OF DEED OF TRUST

I, BILLY R. GODWIN, JR., Trustee, certify that the debt or other obligation has been satisfied by Grantor, secured by the deed of trust executed by:

GRANTOR: CODY DILLON CURRIN

TRUSTEE: BILLY R. GODWIN, JR.

BENEFICIARY: J. MICHAEL MCLEOD AND JESSE W. JONES

ASSIGNED TO: \_\_\_\_\_

And recorded in Haywood County at Book RB 868, Pages 1005-1009, dated June 23, 2014 was satisfied on the 6 day of July, 2015.

(SIGNED BY:)

BILLY R. GODWIN, JR., TRUSTEE

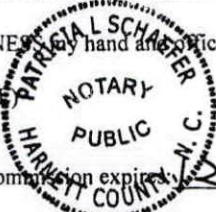
SUBSTITUTION OF TRUSTEE RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

NORTH CAROLINA  
HARNETT COUNTY

I, Patricia L. Schaefer, Notary Public for County and State, certify that BILLY R. GODWIN, JR., TRUSTEE, personally appeared before me this day and acknowledged the satisfaction of the provisions of the above-referenced deed of trust.

WITNESSES my hand and official seal this 6 day of July, 2015.

(SEAL)

  
NOTARY PUBLIC

My commission expires 2-04-2015

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

The foregoing acknowledgment of \_\_\_\_\_ Notary Public of \_\_\_\_\_ County is certified to be correct. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

REGISTER OF DEEDS

BY: \_\_\_\_\_  
REGISTER OF DEEDS/ASST./DEPUTY

THE ORIGINAL DEED OF TRUST AND NOTE ARE MARKED "PAID AND SATISFIED":  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and the Deed of Trust is hereby canceled from record, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

REGISTER OF DEEDS

BY: \_\_\_\_\_  
REGISTER OF DEEDS/ASST./DEPUTY

PENDING REVIEW FOR TAX LISTING

DATE 6-20-16 BY SA



2016004790

HAYWOOD CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED  
06-20-2016 03:16:12 PM

SHERRI C. ROGERS  
REGISTER OF DEEDS  
BY TARA E. REINHOLD  
DEPUTY

BK: RB 908

PG: 100-102

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien against parcel number(s) 7686-18-2390

Mike Matthews, Haywood County Tax Collector

Date: 6/20/16 By: BB

JAN 17 2022

Excise Tax: \$0.00

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No 7686-18-2390

Verified by \_\_\_\_\_ County on the \_\_\_ day of \_\_\_\_\_, \_\_\_

by \_\_\_\_\_

Mail after recording to **J. Michael McLeod, Atty.  
McLEOD LAW FIRM  
PO Box 943, Dunn, NC 28335**

This instrument was prepared by **J. Michael McLeod**

Brief Description for the index: 4077 Soco Rd.  
Maggie Valley, NC 28751

No title search performed

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this **June**, 2016, by and between

**GRANTOR**

**Cody Dillon Currin, Single  
5945 NC Hwy 217  
Erwin, NC 28339**

**GRANTEE**

**Currin Brothers, LLC  
5945 NC Hwy 217  
Erwin, NC 28339**

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**, Ivy Hill Township, Haywood County, North Carolina and more particularly described as follows:

See attached Schedule "A".



The purpose of this deed to convey all the Grantor's right, title and interest to the Grantee.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 868, Page 1002, Haywood County Registry.

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

A map showing the above property herein conveyed 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 herein above described is subject to the following exceptions:

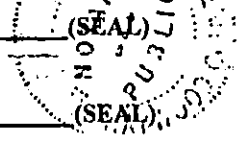
- a) Easements, roadways, and rights-of-way of record.
- b) Easements visible by an inspection of the premises.

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.

Curran Brothers LLC  
(Corporate Name)

Cody Dillon Currin  
Cody Dillon Currin

By: Cody D Currin President



(SEAL)

SEAL-STAMP NORTH CAROLINA, Haywood COUNTY

I, Fredie Rich Martin, a Notary Public of the County and State aforesaid, certify that Cody Dillon Currin, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 20 day of June, 2016.

My commission expires: 12-11-2020

Fredie Rich Martin Notary Public

SEAL-STAMP NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is \_\_\_\_\_ of \_\_\_\_\_, and acknowledged, on behalf of \_\_\_\_\_ the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_ Notary Public

SCHEDULE A  
4077 SOCO RD.  
MAGGIE VALLEY, NC 28751

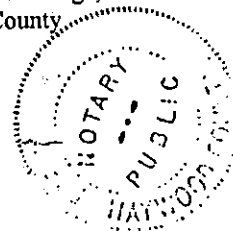
BEGINNING at an iron stake, the corner of Wilburn Campbell (Deed Book 172, Page 285), and Joe Campbell (Deed Book 172, Page 184), and runs with the Joe Campbell line, North 86 degrees 30 minutes 00 seconds West 245.60 feet to the lot conveyed by Davis to Valentine (Deed Book 173, Page 206); thence with that line North 03 degrees 30 minutes 00 seconds West 283.17 feet to a stake in the Southerly right of way line of the new Highway 19-A; thence with the new right of way line on the South side of Highway 19-A, South 85 degrees 55 minutes 00 seconds East 279.69 feet to an iron stake in the western line of Wilburn Campbell; thence with the Wilburn Campbell line South 02 degrees 30 minutes 00 seconds West 277.36 feet to the BEGINNING.

EXCLUDING therefrom, however that portion of the property conveyed to the State Highway Commission by instruments recorded in Deed Book 246, Page 336, Haywood County Registry.

This conveyance is made SUBJECT TO 15-foot easement granted to the Town of Maggie Valley by instrument dated April, 1989 and recorded in Deed Book 400, Page 280, Haywood County Registry.

BEING the identical property described in deed dated June 12, 1990, from Bill's Swiss Village, Inc., to J.W. Hasty and wife, Mary W. Hasty, in Deed Book 409, Page 9, Haywood County Registry.

For further reference see Book 459, Page 2427, Haywood County Registry.



JAN 17 2022

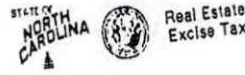
TRANSFER MADE ON PROPERTY RECORD

Date 1/21/99

By [Signature]

Book 470 Page 606  
REGISTERED  
HAYWOOD COUNTY NC  
01/20/99 4:40 PM  
AMY R. MURRAY  
Register of Deeds

HAYWOOD COUNTY NC 01/20/99  
\$568.00



Excise Tax 568.00 (\$284,000.00)

821

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. 7686-18-1359  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Mail after recording to Frank G. Queen, Esq.

This instrument was prepared by Frank G. Queen, Esq.

Brief description for the Index

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this 20 day of January, 1999, by and between

GRANTOR

GRANTEE

CHARLOTTE SMITH (unmarried)

RICHARD B. BORIS and wife,  
STACEY K. BORIS

~~936 Willow Run~~  
Maggie Valley, NC 28751  
4115 SOCO ROAD

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 Maggie Valley, Ivy Hill Township, Haywood County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE FOR A COMPLETE PROPERTY DESCRIPTION

9090

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.....

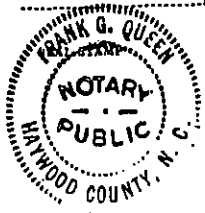
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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:

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: Charlotte Smith (SEAL)
By: Charlotte Smith (SEAL)
President: Charlotte Smith (SEAL)
Attest: Secretary (Corporate Seal) (SEAL)

USE BLACK INK ONLY



NORTH CAROLINA, Haywood County.
I, a Notary Public of the County and State aforesaid, certify that Charlotte Smith (unmarried) Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of January 99.
My commission expires: 6/2/03 Frank G. Queen Notary Public

SEAL-STAMP

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

The foregoing Certificate(s) of Frank G. Queen

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 Amy R. Murray, Register of Deeds for Haywood County
Jackie J. Parris, Deputy/Assistant - Register of Deeds

0607



EXHIBIT A

BEGINNING at a point in the center of Campbell Creek, the northeastern corner of the Rhinehart lot (Deed Book 149, page 185) at the southern margin of the right of way for US 19, and runs thence with the edge of the right of way S. 83 deg. 54' 38" E. 170.05 ft. to an existing iron pin at the corner of Cole (Deed Book 459, page 2427); thence with the Cole line and a fence line, S. 2 deg. 32' 20" W. 277.86 ft. to a metal fence stake in the line of Campbell (Deed Book 160, page 179); thence with the Campbell line N. 83 deg. 50' 11" W. (passing new iron pins at 10.00 ft. and 130.00 ft.) 150.00 ft. to a point in the center of Campbell Creek; thence with the center of Campbell Creek, three calls: N. 00 deg. 55' 32" E. 65.00 ft., N. 5 deg. 31' 2" W. 166.00 ft. and N. 8 deg. 22' 39" E. 49.83 ft. to the BEGINNING, containing 1.0321 acres as shown on the survey of R. H. Moore, P.L.S., dated January 11, 1999, drawing number 01-A-5-99-511, entitled "Richard B. and Stacy K. Boris."

BEING the identical property conveyed to Charlotte Smith by Shonnett W. Wilson et vir. by deed dated June 30, 1993, recorded in Deed Book 455, page 871, Haywood County Registry.

8090