



## Property Overview Report

Case/Reference # Reference # 123456

Created on Feb 16, 2023

# 152 Sandybrook Ln

## Wake Forest, NC 27587

## Owner's Name(s)

Larry Moran  
Nora Moran

## Mortgage Details

*Open mortgages found*

## Policyholder/Account Name(s)

*Sample Preliminary Title Report  
Single Home*

## Involuntary Liens

*Involuntary Liens found*

## Disclaimer

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You also agree that you shall not use any of the information you receive through PropertyScout.io, to take any adverse action, as that term is defined in the FCRA; you have appropriate knowledge of the FCRA; and, if necessary, you will consult with an attorney to ensure compliance with these Terms.

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## Table of Contents

1. Property Records	Included in the 3- Day Pass	3
2. Maps & Photos	Included in the 3- Day Pass	4
3. Grantor & Grantee	Included for Pro or Premium Subscriptions	5
4. Mortgage History	Included for Pro or Premium Subscriptions	6
5. Open Involuntary Liens	Included for Pro or Premium + 1 Credit Needed	7
6. Structure Details	Included for Pro or Premium Subscriptions	8
7. Residents	Included for Pro or Premium Subscriptions	11
8. Most Recent Deed Image	Included for Pro or Premium + 1 Credit Needed	12
9. Most Recent Mortgage Image	Included for Pro or Premium + 1 Credit Needed	22

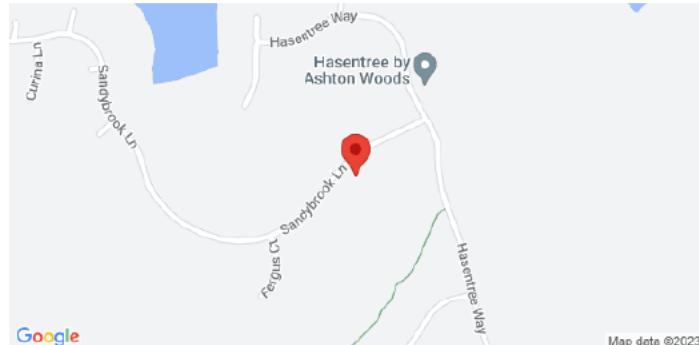


## Property Records

## Street View



## Map



Map data ©2023

## Property Ownership

Owner's Name(s)	Owner's Mailing Address
Larry Moran	152 Sandybrook Ln Wake Forest NC 27587 5230
Nora A Moran	

## Property Details

FPS Code	APN	Lot Size (Acres)	Lot Size (Sq Ft)
37183	1822 03 00 1133 04274	0.6000	26136 00
Year Built	Living Area (Sq Ft)	Bedrooms	Bathrooms
2017	3759	0	3

## LEGAL DESCRIPTION

DIST 14 CITY/MUNI/TWP NEW LIGHT L0587 HASENTREE PH15A 1

## Last Sale

Date	Sale Price	Recorded Mortgage
Apr 20 2017	\$653 000 00	\$595 757 00

## Tax Information

Year Assessed	Assessed Value	Tax Amount	Location Code
2022	\$692 132 00	\$5 018 58	R 40W

## Estimated Property Value

Estimated Value	Estimated Market Value	Estimated Max Value	Valuation Date
\$1 049 000 00	\$965 080 00	\$1 132 920 00	Jan 18 2023

## Confidence Score

92



PropertyScout.io

152 Sandybrook Ln, Wake Forest, NC, 27587

Maps & Photos

Street View



Satellite View



Imagery ©2023 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO

Map View



**Deed****Document Information**

Deed Type	Instrument	Book	Page
Spec a Warranty Deed		016757	01639
Instrument Date	Recording Date		
Apr 20 2017	Apr 20 2017		

**Transaction Information**

Transaction Type	Foreclosure Sale	Quit Claim Deed	Arm's Length Transaction
Resale			N/A
Transfer Amount	Transfer Tax Total		
663000.00	1306.00		

**Primary Grantor**

Full Name	Class Type	Legal Type
Te Nc	NON	Limited Partnership
Fu Name	Class Type	Legal Type

**Secondary Grantor**

Full Name	Class Type
Fu Name	Class Type

Full Name	Class Type
Fu Name	Class Type

**Primary Grantee**

Full Name	Class Type	Legal Type
Larry Moran	IND	Husband and Wife
Full Name	Class Type	
Nora Moran	IND	

**Secondary Grantee**

Full Name	Class Type	Full Name	Class Type

**Title Company Info**

Standardized Code	Standardized Name	Raw Title Company
	Wells Fargo	Wells Fargo

**Mortgages****Mortgage1**

Sale Amount	Recorded Date	Transfer Type Code	Transfer Tax Total	Transaction Type
\$663 000 00	Apr 20 2017		\$1 306 00	Resale
Instrument Date	Foreclosure Sale	Transfer Tax County		
Apr 20 2017		\$0 00		
Buyer(s)	Seller(s)			
Larry Moran	Tele Nc Lp III			

Nora A Moran

**Mortgage Details1**

	2nd Mortgage Amount	Est Down Payment	Est Loan to Value	Recorded Date
Mortgage Amount				Apr 20 2017
\$595 757 00				
Interest Rate	Interest Type	Interest Only	Borrower(s)	Lender(s)
0 0000			Larry Moran	NORTH STATE BANK
Mortgage Lender				
			Nora Moran	

s Lender Seller

**Structure Details****Property Size**

Area Building (Sq Ft)	3759	Area Gross (Sq Ft)	-	Area 1st Floor (Sq Ft)	-
Area 2nd Floor (Sq Ft)	-	Area Upper Floors (Sq Ft)	-	Area Lot (Acres)	0.6000
Area Lot (Sq Ft)	2613600	Lot Depth (Ft)	0	Lot Width (Ft)	0
Attic Area (Sq Ft)		Attic		Basement Area (Sq Ft)	-
Basement Area Finished (Sq Ft)	-	Basement Area Unfinished (Sq Ft)	-	Parking Garage	N/A
Parking Garage Area (Sq Ft)	-	Parking Carport	N/A	Parking Carport Area (Sq Ft)	-

**Pool**

Pool	N/A	Pool Area	Sauna	N/A
------	-----	-----------	-------	-----

**Internal Structure Information**

Foundation	Raised (Unspecified)	Construction	Frame	Interior Structure	N/A
Pumbing Fixtures Count	0	Construction Fire Resistance Class	N/A	Safety Features	N/A
Flooring Material Primary	N/A				

**Internal Room Information**

Bathrooms Count	3	Partial Bathrooms Count	0	Bedrooms Count	0
Rooms Count	0	Storerooms Count	15	Units Count	1
Bonus Room	N/A	Breakfast Nook	N/A	Cellar	N/A
Walk-in Closet	N/A	Exercise Room	N/A	Family Room	N/A
Game Room	N/A	Great Room	N/A	Hobby Room	N/A
Laundry Room	N/A	Media Room	N/A	Mud Room	N/A
Office Area		Office	N/A	Safe Room	N/A
Sitting Room	N/A	Storm Shelter	N/A	Study	N/A
Sunroom	N/A	Utility Area	-	Utility Room	-



## Involuntary Liens

## Involuntary Liens Details

Date	Type	Description	Party 1	Party 2	Document #
05/26/2021	en	Claim of lien	John Smith	American Home Mortgage Investment Trust/ Deutsche Bank National Trust Co.	32528 3535
Date	Type	Description	Party 1	Party 2	Document #
10/17/2019	en	Claim of lien	John Smith	Old Cutler Bay	31651 1086
Date	Type	Description	Party 1	Party 2	Document #
11/05/2018	Judgment	Judgment Foreclosure	American Home Mortgage Investment Trust/ Deutsche Bank National Trust Co.	John Smith	31208 2427
Date	Type	Description	Party 1	John Smith	Document #
05/16/2017	Lis Pendens	Lis Pendens	American Home Mortgage Investment Trust/ Deutsche Bank National Trust Co.	John Smith	30534 1876
Date	Type	Description	Party 1	Party 2	Document #
10/11/2013	Bankruptcy	Bankruptcy Court Judgment	John Smith	John Smith	28864 4
Date	Type	Description	Party 1	Party 2	Document #
08/20/2013	Judgment	Judgment Foreclosure	Old Cutler Bay	John Smith	28780 3282
Date	Type	Description	Party 1	Party 2	Document #
06/18/2013	Notice	Notice of Sale	American Home Mortgage Investment Trust	John Smith	28684 3471
Date	Type	Description	Party 1	Party 2	Document #
05/06/2013	Lis Pendens	Lis Pendens	Old Cutler Bay	John Smith & Anna Smith	28614 3957
Date	Type	Description	Party 1	Party 2	Document #
03/01/2013	Lis Pendens	Lis Pendens	American Home Mortgage Investment Trust/ Deutsche Bank National Trust Co.	John Smith	28511 822
Date	Type	Description	Party 1	Party 2	Document #
11/29/2011	en	Claim of lien	Takes By The Bay Estate Homes Assoc a	John Smith	27908 4136
Date	Type	Description	Party 1	Party 2	Document #
10/18/2011	en	Claim of lien	Old Cutler Bay	John Smith & Anna Smith	27861 4471
Date	Type	Description	Party 1	Party 2	Document #
02/07/2011	Lis Pendens	Lis Pendens	American Home Mortgage Investment Trust/ Deutsche Bank National Trust Co.	John Smith	27578 4634
Date	Type	Description	Party 1	Party 2	Document #
02/09/2009	Lis Pendens	Lis Pendens	American Home Mortgage Investment Trust/ Deutsche Bank National Trust Co.	John Smith	26744 3869



## Structure Details

## Internal Amenities

Fireplace	Yes	Fireplace Count	1	Accessibility Elevator	N/A
Accessibility Handicap	N/A	Elevator	N/A	Central Vacuum	N/A
Intercom	N/A	Sound System	N/A	Wet Bar	N/A
Security Alarm	N/A				

## External Structure Information

Exterior Code	N/A	Roof Material	N/A	Roof Construction	N/A
Storm Shutter	N/A	Overhead Door	N/A	Structure Style	Conventional

## External Amenities

View Description	N/A	Porch Code	N/A	Porch Area (Sq Ft)	
Patio Area (Sq Ft)		Deck	N/A	Deck Area (Sq Ft)	
Balcony	N/A	Balcony Area (Sq Ft)		Breezeway	N/A

## External Buildings

Buildings Count	0	Bath House Area (Sq Ft)		Bath House	N/A
Boat Access	N/A	Boat House Area (Sq Ft)		Boat House	N/A
Cabana Area (Sq Ft)		Cabana	N/A	Canopy Area (Sq Ft)	
Canopy	N/A	Gazebo Area (Sq Ft)		Gazebo	N/A
Granary Area (Sq Ft)		Granary	N/A	Green House Area (Sq Ft)	
Green House	N/A	Guest House Area (Sq Ft)		Guest House	N/A
Kennel Area (Sq Ft)		Kennel	N/A	Lean-to Area (Sq Ft)	
Lean-to	N/A	Loading Platform Area (Sq Ft)		Loading Platform	N/A
Milk House Area (Sq Ft)		Milk House	N/A	Outdoor Kitchen Fireplace	N/A
Pooch House Area (Sq Ft)					

**Structure Details**

Poo House	N/A	Pou try House Area (Sq Ft)	Pou try House	N/A
Quonset Area (Sq Ft)		Quonset	N/A	Shed Area (Sq Ft)
Shed	N/A	S o Area (Sq Ft)	S o	N/A
Stab e Area (Sq Ft)		Stab e	N/A	Storage Bu d ng Area (Sq Ft)
Storage Bu d ng	N/A	Ut ty Bu d ng Area (Sq Ft)	Ut ty Bu d ng	N/A
Po e Structure Area (Sq Ft)		Po e Structure	N/A	

**Utilities**

HVAC Coo ng Deta	vaporat ve Coo er	HVAC Heat ng Deta	Centra	HVAC Heat ng Fue	N/A
Sewage Usage	N/A	Water Source	N/A	Mob e Home Hookup	N/A

**Parking**

RV Park ng	N/A	Park ng Space Count	0	Dr veway Area	
Dr veway Mater a	N/A				

**Yard Garden Information**

Topography Code	N/A	Fence Code	N/A	Fence Area	
Courtyard	N/A	Courtyard Area		Arbor Pergo a	N/A
Spr nk ers	N/A	Go f Course Green	N/A	Tenn s Court	N/A
Sports Court	N/A	Arena	N/A	Water Feature	N/A
Pond	N/A	Boat L ft	N/A		



## Residents

## Resident Details

Name	Gender	Age	Resident Since
Kelly Moran	F	18 25	
Lillian Moran	F	18 25	
Abigail Moran	F	18 25	
Nora Moran	F	56 60	
Larry Moran	M	65+	
Nicholas Moran	M	18 25	

## DEED OF TRUST

This Instrument Prepared By:  
Susan Selwanes  
North State Bank

Submitted electronically by Lloyd Law Firm in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

After Recording Return To:  
North State Bank, Corporate 3rd Floor  
6200 Falls of Neuse Road, 300  
Raleigh, North Carolina 27609  
Loan Number: 75017442

Case Number: 18-18-6-1374105

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

MIN: [REDACTED]

MERS Phone: [REDACTED]

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated JUNE 15, 2021, together with all Riders to this document.  
(B) "Borrower" is [REDACTED]

Borrower is the trustor under this Security Instrument.



(C) "Lender" is North State Bank, North State Bank

Lender is a NORTH CAROLINA CORPORATION organized  
and existing under the laws of NORTH CAROLINA  
Lender's address is [REDACTED] 300, Raleigh, North Carolina 27609

(C-1) The name of the Mortgage Broker is N/A

(D) "Trustee" is [REDACTED] TRUSTEE SERVICES LLC  
6200 Falls Of Neuse Road, Raleigh, North Carolina 27609

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JUNE 15, 2021  
The Note states that Borrower owes Lender FIVE HUNDRED FORTY-SIX THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. \$ 546,900.00 )

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2046

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider                       |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Biweekly Payment Rider  |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Second Home Rider   |
| <input type="checkbox"/> Condominium Rider     | <input checked="" type="checkbox"/> Other(s) [specify]<br><br>VA Assumption Policy Rider |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.



(O) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

## **TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. 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 the

COUNTY	of	Wake	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

See Attached Exhibit A

which currently has the address of

Wake Forest	, North Carolina	Sandybrook Lane [Street] 27587 [Zip Code]
[City]		( <b>"Property Address"</b> ):

TO HAVE AND TO HOLD this 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, 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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

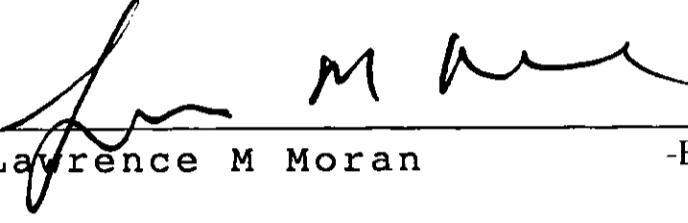


**NOTICE TO BORROWER**

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



Lawrence M Moran  
\_\_\_\_\_  
(Seal)  
-Borrower

Witness



Norah A Moran  
\_\_\_\_\_  
(Seal)  
-Borrower

Witness



\_\_\_\_\_  
[Space Below This Line For Acknowledgment]

NORTH CAROLINA

Wake County.

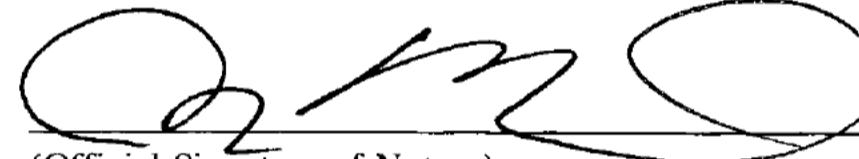
I, Sean K. Lloyd, do hereby certify that  
(name of notarizing official and his official title)

Lawrence M Moran AND Norah A Moran

(here give the name of the individual whose acknowledgment is being taken)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument  
(or attached document \_\_\_\_\_).  
(description of document)

Witness my hand and (where an official seal is required by law) official seal this the 15<sup>th</sup>  
day of June 2021 (month/year).



(Official Signature of Notary)

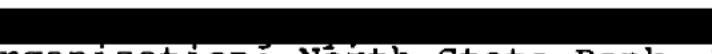


My

 , Notary Public  
(Notary's printed or typed name)

My commission expires: 9-25-2023

(Official Seal)

Loan Originator:   
Loan Originator Organization: North State Bank, NMLSR ID 411971



## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of JUNE, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to North State Bank, A NORTH CAROLINA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

██████████ Sandybrook Lane, Wake Forest, North Carolina 27587  
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in  
**COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD**

(the "Declaration"). The Property is a part of a planned unit development known as

**Hasentree**  
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and



which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

[Redacted]  
\_\_\_\_\_  
[Redacted] (Seal)  
\_\_\_\_\_  
-Borrower

[Redacted]  
\_\_\_\_\_  
[Redacted] (Seal)  
\_\_\_\_\_  
-Borrower



Case Number: [REDACTED]

Loan Number: [REDACTED]

**VA ASSUMPTION POLICY RIDER**

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

THIS ASSUMPTION POLICY RIDER is made this 15th day of JUNE, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Borrower") to secure the Borrower's Note ("Note") of the same date to North State Bank

(the "Lender") and covering the property described in the Instrument and located at:

[REDACTED] Sandybrook Lane, Wake Forest, North Carolina 27587  
(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Borrower and Lender hereby acknowledges and agrees to the following:

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagor may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:



**(A) ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

**(B) ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumptions and transfer of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies.

**(C) ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this Assumption Policy Rider.

[Redacted]  
\_\_\_\_\_  
(Seal)  
-Borrower

[Redacted]  
\_\_\_\_\_  
(Seal)  
-Borrower



WAKE COUNTY, NC  
CHARLES P. GILLIAM  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
04-20-2017 AT 16:01:50  
STATE OF NC REAL ESTATE  
EXCISE TAX: \$1,306.00  
BOOK: 016757 PAGE: 01639 - 01641

## NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$1,306.00

Real Estate ID #: [REDACTED]

The property herein conveyed is not Grantor's primary residence. (NCGS 105-317.2)

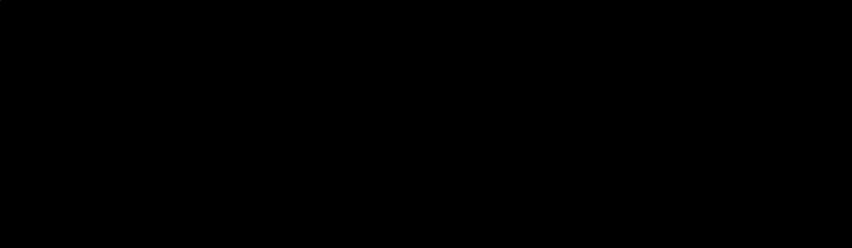
After recording mail to: Grantee

This instrument was prepared by: Moore & Alphin, PLLC, 3716 National Drive, Suite 100, Raleigh,  
NC 27612 (17-TOLL-1943SHY) [Signature]

Brief description for the Index: [REDACTED] Hasentree Golf Community, Phase 15A

THIS DEED is made this 20th day of April, 2017, by and between:

**GRANTOR**



**GRANTEE**



The designation Grantor and Grantee as used herein shall include said parties, 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 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 New Light Township, Wake County, North Carolina and more particularly described as follows:

All of Lot [REDACTED] in Hasentree Golf Community, Phase 15A, as shown on the maps recorded in Book of Maps 2015, Pages 205-213, Wake County Registry, to which maps reference is hereby made for a more particular description.

Property Address: 1528 Sandybrook Lane, Wake Forest, NC 27587

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.

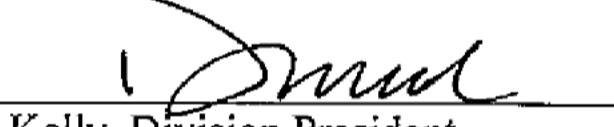
And Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- \* The lien of *ad valorem* taxes not yet due and payable.
- \* Rights of way, easements and restrictions of record affecting the property.
- \* All matters as may have occurred prior to Grantor's record ownership of property.
- \* See attached Exhibit A

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set its hand and seal, the day and year set forth in the notary acknowledgment below.

**TOLL NC III, LP,**  
a North Carolina Limited Partnership

By: **TOLL NC GP CORP.,**  
a North Carolina corporation,  
General Partner

By:   
David E. Kelly, Division President

---

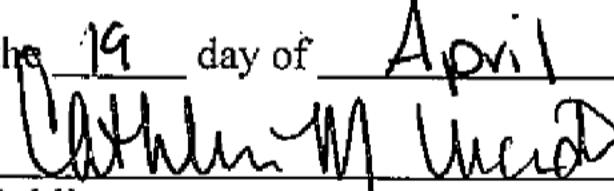
STATE OF NORTH CAROLINA -- WAKE COUNTY:

I, the undersigned, a Notary Public of Wake County, North Carolina, certify that [REDACTED] personally appeared before me this day and acknowledged that he is the Division President of **TOLL NC GP CORP.**, a North Carolina corporation, a General Partner of **TOLL NC III, LP**, a North Carolina Limited Partnership, and that he, as Division President, being authorized to do so, executed the foregoing on behalf of the corporation as General Partner.

Witness my hand and official stamp or seal, this the 19 day of April, 2017.

(Seal)



  
Notary Public

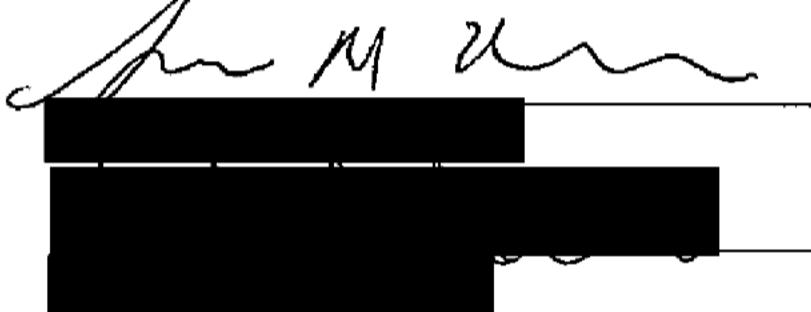
[REDACTED]  
Printed Name

My Commission Expires: 06/16/2018

**EXHIBIT "A"**  
**TO DEED**

Pursuant to Article IV, Section 10, entitled "Club Membership Assessments" of the Amended And Restated Declaration of Covenants, Conditions, Easements and Restrictions for Hasentree recorded in Book [REDACTED] Page [REDACTED] Wake County Registry, Grantee is required to be a member in the Club and shall be assessed the membership fees (the "Club Membership Assessment") as determined by the Club Owner. Further, pursuant to the above referenced Covenant, the requirement of Club membership, including payment of initiation deposit and membership fees, shall also be applicable to subsequent purchasers of the subject property located within Hasentree.

By acceptance of this Deed, Grantee also agrees to be bound by all of the provisions of such Amended and Restated Declaration, and Grantee acknowledges and agrees that Grantee (and each of Grantee's successor in title) is required to pay all other assessments provided for in Article IV thereof, and to be a member of the Hasentree Owners Association, Inc.



A handwritten signature is written over three horizontal lines. The first line contains a short black redaction box. The second line contains a longer black redaction box. The third line contains another short black redaction box.