

FIXED/ADJUSTABLE RATE NOTE

(LIBOR One – Year Index (As Published in The Wall Street Journal) – Rate Caps)

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE OT AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MAY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

DECEMBER 5, 2006
[Date]SHOWDOWN
[City]NORTH CAROLINA
[State]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$417,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Countrywide Loans LLC.

I will make all payments under this Note in the form of cash, check, or money order. I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.50%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on FEBRUARY 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its schedule due date and will be applied to interest before Principal. If, on January 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at 6204 Money Drive, Angeles, NV 29472 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$2,059.19. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2019, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 250/1000 percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 8.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.


If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired

by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

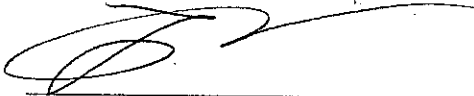
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Bob Barker (Seal)
-Borrower



Belinda Barker (Seal)
-Borrower

[Sign Original Only]



NORTH CAROLINA DEED OF TRUST

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: _____

Parcel Identifier No.: 0015568
Mail/Box to: Beneficiary
This Instrument was prepared by: Meredith Smith
Brief Description for the Index: 2334 Price is Right Way, Showdown, NC 25468

THIS DEED OF TRUST made this 31st day of May, 2014, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Showcase Showdown, LLC	Trustee Services, Inc.	Countrywide Loans, LLC

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 Bob and Belinda Barker are indebted to Beneficiary in the principal sum of \$417,000.00, as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference.

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 argained, 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 of Raleigh, Wake County, North Carolina (the "Premises") and more particularly described as follows:

BEING all of Lot #4, Forty Acres, as the same is shown on that plat recorded in Book of Maps 1945, Page 28, Price County Registry, to which plat reference shall be made for a more complete and accurate description.

BEING that same property that is described in the deed recorded in Book 15523, Page 877 of the Price County Register of Deeds.

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 then 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 \$ _____ 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 (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice, three-fourths (3/4) 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 secured 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 PROFITS. 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 voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate 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 rights of occupancy in the Premises], without the prior written 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.

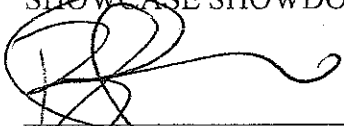
13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall 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 duly executed the foregoing as of the day and year first written above.

SHOWCASE SHOWDOWN, LLC:

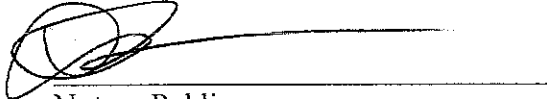


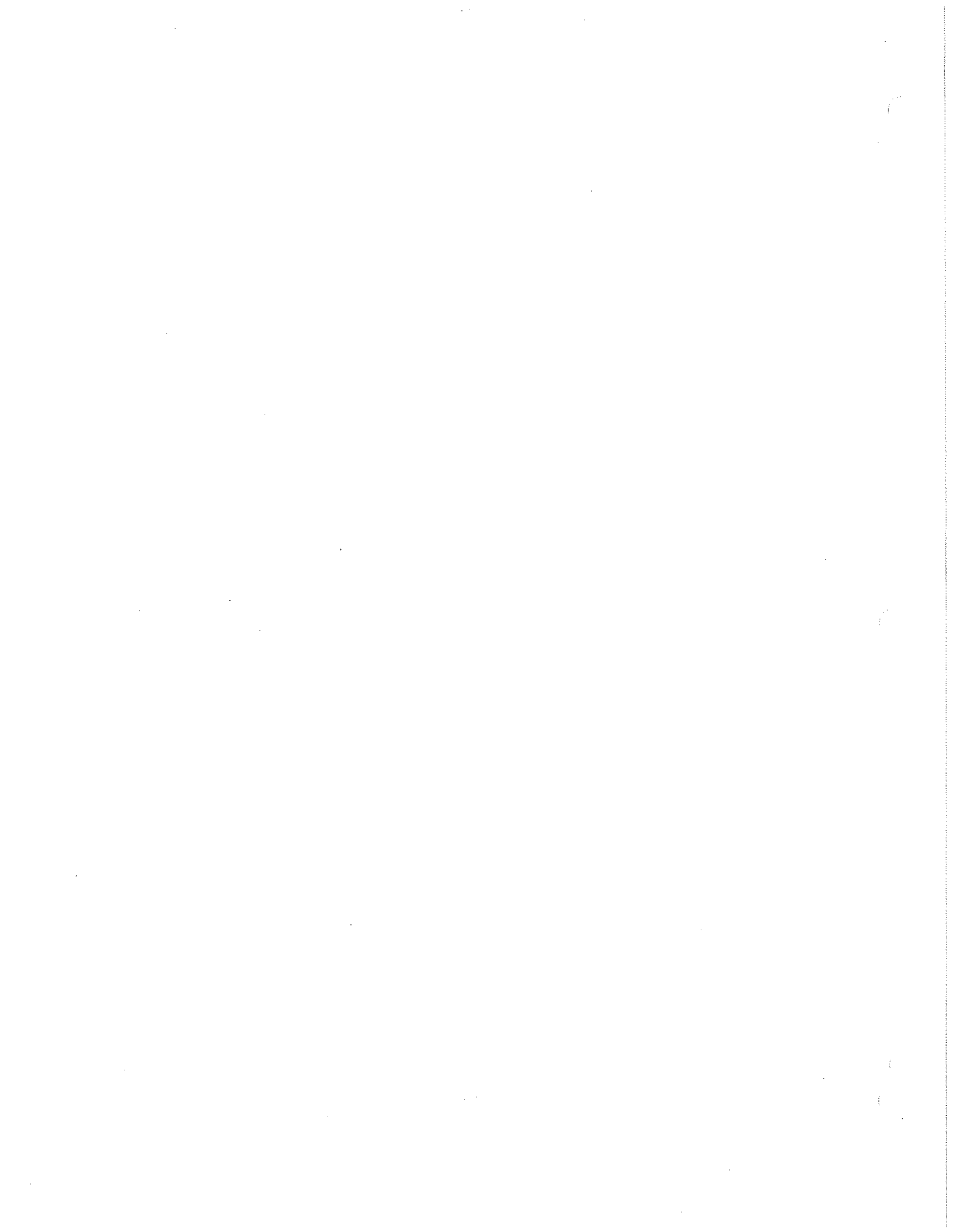
By: Bob Barker
Title: Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF PRICE

I, the undersigned Notary Public of the County and State aforesaid, certify that Bob Barker personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein express. Witness my hand and Notarial stamp or seal this 5 day of December 20 2011.

My Commission Expires: 11-17-11


Notary Public



Required Contents

Notice of Hearing

G.S. 45-21.16(c) and (c2)

1. Description of property subject to foreclosure	<input type="checkbox"/>
2. Date the deed of trust signed	<input type="checkbox"/>
3. Original amount of the note (original debt amount)	<input type="checkbox"/>
4. Original holder of the note (original lender)	<input type="checkbox"/>
5. Book and Page of the recorded deed of trust	<input type="checkbox"/>
6. Name of the current holder of the note (lender)	<input type="checkbox"/>
7. Address of the current holder of the note (lender)	<input type="checkbox"/>
8. Name of current trustee or mortgagee under the deed of trust	<input type="checkbox"/>
9. Address of current trustee or mortgagee under the deed of trust	<input type="checkbox"/>
10. Telephone number of current trustee or mortgagee under the deed of trust	<input type="checkbox"/>
11. Nature of the default	<input type="checkbox"/>
12. Debt accelerated (only required if debt accelerated at time of NOH)	<input type="checkbox"/>
13. 30 Day notice letter sent	<input type="checkbox"/>
14. Statement regarding compliance with Borrower requests for information	<input type="checkbox"/>
15. Right of the borrower to appear at the hearing	<input type="checkbox"/>
16. Statement that if borrower does not contest, does not have to appear and failure to appear does not impact obligation to pay the debt or sale of the property	<input type="checkbox"/>
17. The Substitute Trustee is neutral and may not advocate	<input type="checkbox"/>
18. The Borrower may enjoin the sale on any legal or equitable ground, provided they comply with GS 45-21.34 (bond)	<input type="checkbox"/>
19. Right of the Borrower to contest the foreclosure at the hearing and to authorize the foreclosure the clerk must find existence of six factors	<input type="checkbox"/>
20. If Borrower fails to appear, substitute trustee will ask for an order to sell the property	<input type="checkbox"/>
21. Borrower has right to seek the advice and counsel of an attorney and free services may be available through Legal Aid	<input type="checkbox"/>
22. If sale held, then purchaser at sale is entitled to possession of the property and Borrower may be evicted if still on property	<input type="checkbox"/>
23. Request that the Borrower keep trustee up to date on his or her address so that the trustee can mail notices to the borrower	<input type="checkbox"/>
24. Hearing may be on a date later in the notice and if notice will be sent of the new date	<input type="checkbox"/>
25. If the Borrower is on military duty, the foreclosure may be prohibited	<input type="checkbox"/>
26. Certification that the 45 day letter provided in all material respects and 45 day time period elapsed	<input type="checkbox"/>

Required Contents

Notice of Sale

G.S. 45-21.16A

1. Original mortgagor	<input type="checkbox"/>
2. Recording date, book and page of the deed of trust	<input type="checkbox"/>
3. Record owner of the property, if not the mortgagor	<input type="checkbox"/>
4. Date, hour and place of the sale	<input type="checkbox"/>
5. Description of the real property to be sold	<input type="checkbox"/>
6. Terms of sale, including amount of required deposit	<input type="checkbox"/>
7. State property sold subject to taxes and special assessments	<input type="checkbox"/>
8. State whether sold subject to or with any other rights or interests	<input type="checkbox"/>
If property has less than 15 rental units:	
9. Order for possession may be issued	<input type="checkbox"/>
10. If rental agreement dated or renewed on or after 10-1-07, tenant may terminate the lease on 10 days written notice	<input type="checkbox"/>
11. If tenant terminates the lease on 10 days' notice, tenant is responsible for prorated rent	<input type="checkbox"/>

Required Contents

Preliminary Report

G.S. 45-21.26

1. Authority of person conducting the sale	<input type="checkbox"/>
2. Name of grantor	<input type="checkbox"/>
3. Name of grantee or trustee	<input type="checkbox"/>
4. Date, time, and place of sale	<input type="checkbox"/>
5. Book and Page of the recorded deed of trust, if recorded	<input type="checkbox"/>
6. Description of property sold, if DOT not recorded	<input type="checkbox"/>
7. Highest bidder name	<input type="checkbox"/>
8. Amount of the high bid at the sale	<input type="checkbox"/>
9. Name of person making the report	<input type="checkbox"/>
10. Date of the report	<input type="checkbox"/>
11. Filed within 5 days of the date of sale	<input type="checkbox"/>

Required Contents

Final Report

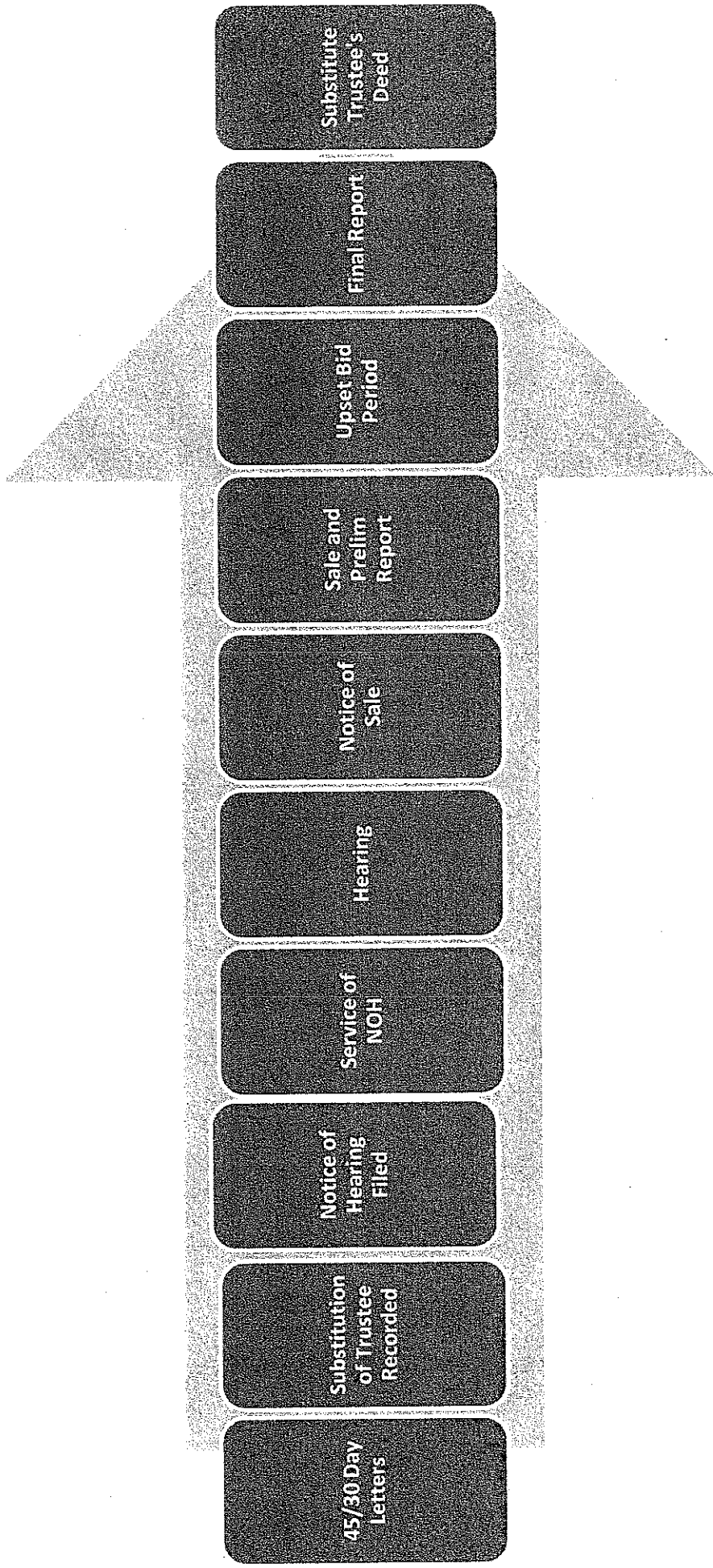
G.S. 45-21.33

1. Accounting of receipts and disbursements	<input type="checkbox"/>
2. Whether property sold in whole or parts	<input type="checkbox"/>
3. Whether all property sold	<input type="checkbox"/>
4. Whether all or part of the debt satisfied	<input type="checkbox"/>
5. Copy of notices of sale and resale posted	<input type="checkbox"/>
6. Copy of notices of sale and resale published	<input type="checkbox"/>
7. Affidavit of publication	<input type="checkbox"/>
8. Affidavit of service of notice of sale on proper parties	<input type="checkbox"/>
9. Affidavit of posting	<input type="checkbox"/>

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<p>1. 45 Day Letter</p>	<p>G.S. 45-102 (contents of notice) G.S. 45-103 (filing notice with AOC) G.S. 45-104(c) (servicer filing fee paid to State Home Foreclosure Prevention Trust Fund)</p>
<p>2. 30 Day Letter</p>	<p>G.S. 45-21.16(c)(5a)</p>
<p>3. Substitution of Trustee</p>	<p>G.S. 45-10 (generally) G.S. 45-15 (recording the ST gives constructive notice) G.S. 45-17 (can substitute as often as justifiable)</p>
<p>4. Notice of Hearing</p>	<p>G.S. 45-21.16(c) (contents of NOH) G.S. 45-21.16(c2) (NOH must include certification that 45 day letter provided)</p>
<p>5. Service of NOH</p>	<p>G.S. 45-21.16(a) (service timeline) G.S. 45-21.16(b) (who must be served)</p>
<p>6. Hearing</p>	<p>G.S. 45-21.12A (sale barred during military service) G.S. 45-21.16(d) (home loan, default, valid debt/holder, right to foreclose, notice) G.S. 45-21.16(d1) and (e) (judicial act of clerk; appeal and bond) G.S. 45-21.16(f) (waiver of notice and hearing)</p>
<p>7. Notice of Sale</p>	<p>G.S. 45-21.16A (contents of NOS) G.S. 45-21.17 (posting and publishing of NOS) G.S. 45-21.17A (requests for copies of NOS by junior lienholders and third parties)</p>

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<p>8. Sale</p>	<p>G.S. 45-21.4 (place of sale) G.S. 45-21.7 (sale of separate tracts) G.S. 45-21.8-9 (sale in whole or in parts) G.S. 45-21.10 (deposit at sale) G.S. 45-21.21 (postponement of sale) G.S. 45-21.22 (restarting sale after bankruptcy stay lifted or order enjoining dissolved) G.S. 45-21.23 (time of sale) G.S. 45-21.24 (continuance of sale)</p>
<p>9. Preliminary Report of Sale</p>	<p>G.S. 45-21.26 (timing and contents) G.S. 45-21.14 (clerk's authority to compel report using contempt)</p>
<p>10. Upset Bids</p>	<p>G.S. 45-21.27 (timeline, amount, bond) G.S. 45-21.29A (upon expiration of upset bid period parties rights become fixed automatically) G.S. 45-21.30 (failure to comply with bid)</p>
<p>11. Surplus Funds</p>	<p>G.S. 45-21.31 (disposition of proceeds of sale; surplus funds) G.S. 45-21.32 (special proceeding to determine ownership of surplus funds before the clerk)</p>
<p>12. Final Report</p>	<p>G.S. 45-21.33 (timing and contents) G.S. 45-21.14 (clerk's authority to compel report using contempt) G.S. 45-21.15 (trustee's fees)</p>
<p>13. Non-Foreclosure Resolution</p>	<p>G.S. 45-21.16C (clerk duty to inquire regarding efforts to avoid foreclosure of primary residences)</p>
<p>14. Order for Possession</p>	<p>G.S. 45-21.29</p>
<p>15. Enjoining Foreclosure Sale on Equitable Grounds (Superior Court)</p>	<p>G.S. 45-21.34 G.S. 45-21.35</p>

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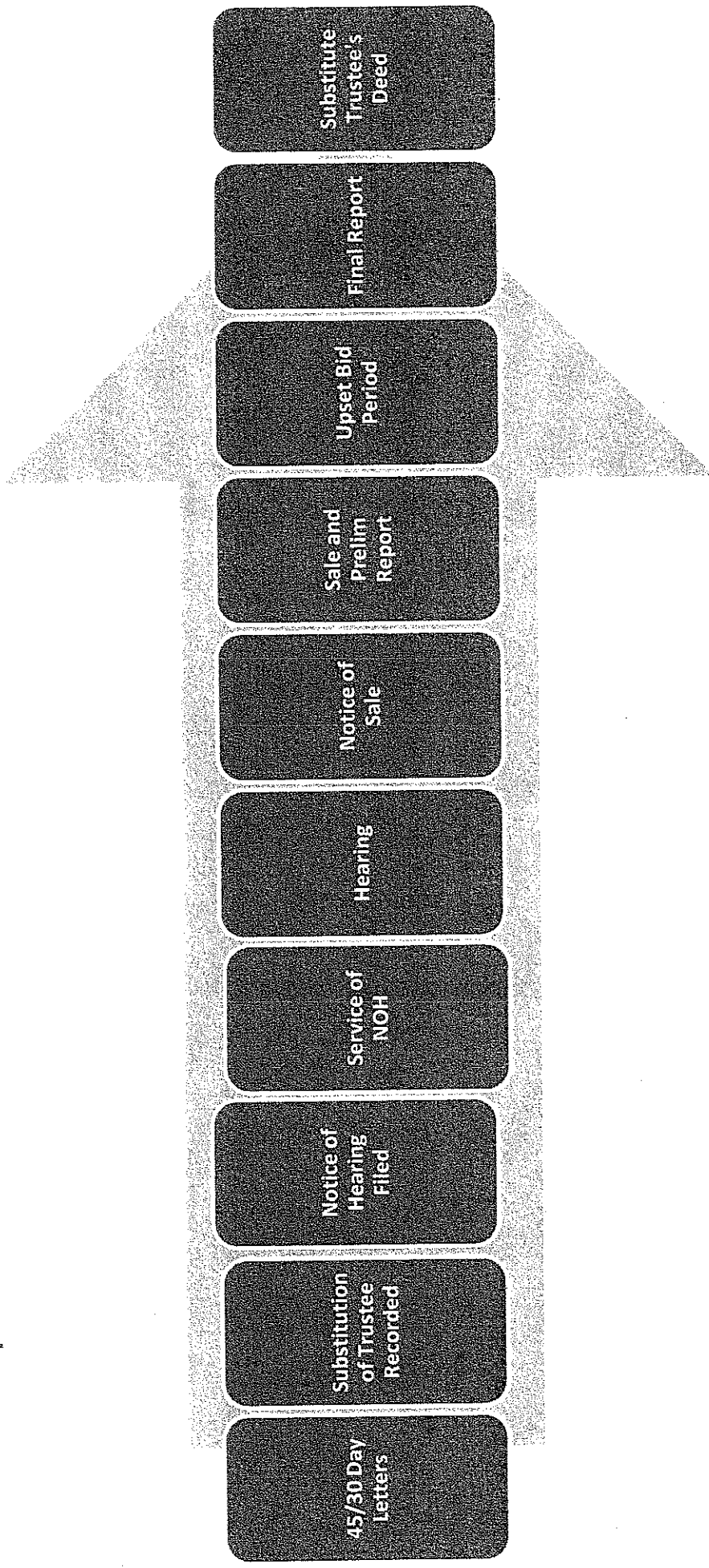
16. Servicer Guidelines	G.S. 45-91 (assessment of fees) G.S. 45-93 (borrower requests for information)
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Timelines and Deadlines

Foreclosure by Power of Sale

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Timelines and Deadlines

** All days are calculated based on calendar days. If the final day of any calculation falls on a holiday or weekend, the final day is the next business day. For example, if the 10th day of the upset bid period falls on a Saturday, then the upset bid period expires the following Monday at the time the courthouse closes.

1. 45 Day Letter (Pre-Foreclosure Notice)	G.S. 45-102	Must be sent by mail at least 45 days prior to the filing of the notice of hearing.
2. 30 Day Letter	G.S. 45-21.16(c)(5a)	Must be sent by first class mail at within 30 days of the date of the notice of hearing.
3. Recording of Substitution of Trustee	G.S. 45-10	The trustee filing the notice of hearing should be the same as the most recently recorded substitution of trustee. The trustee may be substituted any number of times without limitation. The clerk should check to ensure the date of the recording of the substitution of trustee is prior to the filing of the notice of hearing.
4. Notice of Hearing	G.S. 45-21.16(a)	
i. Personal Service	G.S. 45-21.16(a)	Service must be completed pursuant to Rule 4(j) of the Rules of Civil Procedure at least 10 days prior to the date of the hearing, includes service by sheriff, registered mail, certified mail return receipt requested, FedEx, UPS, or any other authorized carrier.
ii. Posting on Property	G.S. 45-21.16(a)	Posting must be made at least 20 days prior to the date of the hearing. Posting must be in a conspicuous place on the property subject to foreclosure and only allowed if personal service fails.
5. Notice of Sale	G.S. 45-21.17(4)	Notice of sale must be by first-class mail at least 20 days prior to the date of sale to the following: <ul style="list-style-type: none"> • Each party entitled to notice of hearing • Each party who filed a request for notice under GS 45-21.17A • Tenants under a lease if the property is residential and has less than 15 units • Any occupant of the property, as "occupant"
i. Publication in Newspaper	G.S. 45-21.17(1)(b) and (2)	Notice of sale must be published once a week for at least two consecutive weeks. The period of publication from the date of the first publication to the last publication must be at least 7 days including the weekend. The date of the last publication must be at least 10 days prior to the sale date.

Timelines and Deadlines

		<p>-- First Publication - 7 days - Second Publication - 10 days - Sale Date --</p>
<p>ii. Posting at the courthouse</p>	<p>G.S. 45-21.17(1)(a)</p>	<p>Notice of sale must be posted in the area of the courthouse designed by the clerk at least 20 days immediately prior to the sale date.</p>
<p>6. Postponement of Sale</p>	<p>G.S. 45-21.21(a)</p>	<p>The trustee/lender may postpone the sale any number of times to a date certain up to 90 days from the date of the original sale if good cause exists. The trustee/lender does not have to re-publish the notice of sale but instead must publicly announce the postponement at the sale, post the continuance at the court, and give oral or written notice of the continuance to any person entitled to notice of the sale described in item 5 above. After 90 days, the trustee/lender must start over with the sale process as if the order of sale was just entered.</p>
<p>7. Preliminary Report of Sale</p>	<p>G.S. 45-21.26</p>	<p>Trustee or lender must file a preliminary report of sale with the clerk within five days after the sale date.</p>
<p>8. Upset Bid Period</p>	<p>G.S. 45-21.27</p>	<p>Any person may file an upset bid until the time the courthouse closes for normal business on the 10th day after the preliminary report of sale is filed. If the 10th day of the upset bid period falls on a Saturday, then the upset bid period expires the following Monday at the time the courthouse closes. Any upset bid filed starts the tolling of a new 10 day upset bid period.</p>
<p>9. Final Report of Sale</p>	<p>G.S. 45-21.33</p>	<p>Final report of sale must be filed within 30 days of the trustee's or lender's receipt of proceeds of the sale.</p>
<p>10. Recording of Substitute Trustee's Deed</p>		<p>May occur at any time after the clerk's approval of the final report of sale.</p>

Foreclosure Forms

Available online at <http://www.nccourts.org/Forms/FormSearch.asp>

AOC-SP-550	Special Proceedings Cover Sheet
AOC-SP-400	Report of Foreclosure Sale/Resale (Preliminary Report)
AOC-SP-402	Final Report and Account of Foreclosure Sale
AOC-SP-403	Notice of Upset Bid
AOC-SP-404	Notice to File
AOC-AP-915M	Order to File

