

FILED Oct 30, 2017  
AT 03:32:06 PM  
BOOK 01954  
START PAGE 0608  
END PAGE 0612  
INSTRUMENT # 12208  
EXCISE TAX \$1,100.00

Revenue Stamps: \$1100.00

Parcel ID #0066120

Prepared by: Chad Wesley Riggsbee, Attorney at Law, P.O. Box 147, Pittsboro, NC 27312

Return to Grantee

Description for the Index: 1789 Andrews Store Road, Pittsboro, NC 27312

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STATE OF NORTH CAROLINA )  
  )           **GENERAL WARRANTY DEED**  
COUNTY OF CHATHAM         )

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THIS DEED made this 26<sup>th</sup> day of October, 2017, by  
and between

**GRANTOR:     JAMES D. ELLIS and LINDA A. ELLIS**  
                  **A Married Couple**  
                  **110 East Raleigh Street**  
                  **Siler City, NC 27344**

**EDWARD L. WEINTRAUB**  
**An Unmarried Man**  
**1789 Andrews Store Road**  
**Pittsboro, NC 27312**

**GRANTEE:     SUSAN FRANCES SMYTH BOLLING and ROBERT S. BOLLING**  
                  **A Married Couple**  
                  **1789 Andrews Store Road**  
                  **Pittsboro, NC 27312**

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.

Submitted electronically by "The Law Office of Chad W. Riggsbee"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Chatham County Register of Deeds.

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 those certain lots or parcels of land situated in Chatham County, North Carolina, and more particularly described as:

**CONTAINING 2.000 ACRES AND BEING ALL OF LOT A OF CAROLINA FARM, AS PER PLAT THEREOF ON FILE AT PLAT SLIDE 2007-133, CHATHAM COUNTY REGISTRY.**

The property herein described was acquired by Grantor via instrument recorded in Deed Book 1673, Page 646, Chatham County Registry. This property was not the personal residence of the Grantor.

**TO HAVE AND TO HOLD** the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to Grantees in fee simple.

And the Grantor covenant 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: Restrictions; rights of way and easements of record.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be signed and sealed this the day and year first above written.

**SIGNATURE PAGES TO FOLLOW**

James D. Ellis (SEAL)  
JAMES D. ELLIS

State of North Carolina

County of Chatham

I, Victor H. Alcantara Vences Y Casas, a Notary Public for said State and County, do hereby certify that JAMES D. ELLIS appeared before me this day and acknowledged his due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 18th day of October, 2017.

Victor H. Alcantara Vences Y Casas  
Notary Public

My Commission Expires: 8-10-20

Victor H Alcantara Vences Y Casas  
Notary Public  
Randolph County  
North Carolina  
My Commission Expires 8-10-20

Linda A. Ellis (SEAL)  
LINDA A. ELLIS

State of North Carolina

County of Chatham

I, Victor H. Alcantara Vences Y Casas, a Notary Public for said State and County, do hereby certify that LINDA A. ELLIS appeared before me this day and acknowledged his due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 17 day of October, 2017.

Victor H. Alcantara Vences Y Casas  
Notary Public

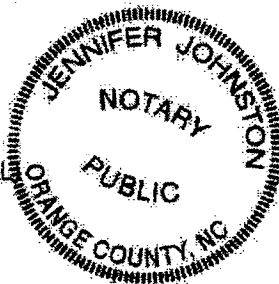
My Commission Expires: 8-10-20

Victor H Alcantara Vences Y Casas  
Notary Public  
Randolph County  
North Carolina  
My Commission Expires 8-10-20

*[Handwritten signature of Edward L. Weintraub]*

EDWARD L. WEINTRAUB

(SEAL)



State of North Carolina

County of Orange

I, Jennifer Johnston, a Notary Public for said State and County, do hereby certify that **EDWARD L. WEINTRAUB** appeared before me this day and acknowledged his due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 26 day of October, 2017.

*[Handwritten signature of Jennifer Johnston]*  
Notary Public

My Commission Expires: 11/15/20

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

## Closing Information

**Date Issued** 10/25/2017  
**Closing Date** 10/30/2017  
**Disbursement Date** 10/30/2017  
**Settlement Agent** The Law Offices of Chad Wesley Riggsbee, PLLC  
**File #** 17020178004  
**Property** 1789 Andrews Store Rd. PITTSBORO, NC 27312  
**Sale Price** \$55,000.00

## Transaction Information

**Borrower** ROBERT S BOLLING and SUSAN FRANCES SMYTH BOLLING  
 190 HATLEY RD.  
 PITTSBORO, NC 27312  
**Seller** EDWARD WEINTRAUB and DOUGLAS ELLIS  
 PO BOX 1354  
 CHAPEL HILL, NC 27514  
**Lender** Benchmark Community Bank

## Loan Information

**Loan Term** 5 years  
**Purpose** Purchase  
**Product** Year 5 Balloon Payment, Fixed Rate  
**Loan Type**  Conventional  FHA  VA  \_\_\_\_\_  
**Loan ID #** 17020178004  
**MIC #**

Loan Terms		Can this amount increase after closing?
<b>Loan Amount</b>	\$44,000	NO
<b>Interest Rate</b>	5.09%	NO
<b>Monthly Principal &amp; Interest</b> <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$350.04	NO
<b>Does the loan have these features?</b>		
<b>Prepayment Penalty</b>		NO
<b>Balloon Payment</b>		YES • You will have to pay \$33,210 at the end of year 5

Projected Payments		
Payment Calculation	Year 1-5	Final Payment
Principal & Interest	\$350.04	\$33,209.81
Mortgage Insurance	+ 0	+ 0
Estimated Escrow <i>Amount can increase over time</i>	+ 0	+ 0
<b>Estimated Total Monthly Payment</b>	<b>\$350.04</b>	<b>\$33,209.81</b>
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time See page 4 for details</i>	\$42.02 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> <b>In escrow?</b> NO

Costs at Closing	
<b>Closing Costs</b>	\$1,893.90 Includes \$1,656.30 in Loan Costs + \$237.60 in Other Costs - \$0.00 in Lender Credits. See page 2 for details.
<b>Cash to Close</b>	\$11,893.90 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

# Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
<b>A. Origination Charges</b>	<b>\$700.00</b>				
01 % of Loan Amount (Points)					
02 Appraisal Desk Review Fee	\$50.00				
03 Document Preparation Fee	\$150.00				
04 Loan Origination Fee	\$500.00				
05					
06					
07					
08					
<b>B. Services Borrower Did Not Shop For</b>	<b>\$275.00</b>				
01 Appraisal Fee	to Appraisal Fee	\$250.00			
02 Credit Report Fee	to Kroll Factual Data	\$10.00			
03 Flood Certification	to Servicelink National Flood	\$15.00			
04					
05					
06					
07					
08					
09					
10					
<b>C. Services Borrower Did Shop For</b>	<b>\$681.30</b>				
01 Title - Lenders Coverage Premium	to Investors Title	\$131.30			
02 Title - Settlement/Closing Fee	to Law Office of Chad Wesley Riggsbee	\$550.00			
03					
04					
05					
06					
07					
08					
<b>D. TOTAL LOAN COSTS (Borrower-Paid)</b>	<b>\$1,656.30</b>				
Loan Costs Subtotals (A + B + C)	\$1,656.30				

Other Costs					
<b>E. Taxes and Other Government Fees</b>		<b>\$100.00</b>			
01 Recording Fees	Deed: \$26.00 Mortgage: \$74.00	\$100.00			
02					
<b>F. Prepaids</b>		<b>\$85.65</b>			
01 Homeowner's Insurance Premium ( mo.)					
02 Mortgage Insurance Premium ( mo.)					
03 Prepaid Interest (\$0 per day from to )					
04 Property Taxes (2 mo.) to Chatham County Tax		\$85.65			
05					
<b>G. Initial Escrow Payment at Closing</b>					
01 Homeowner's Insurance	per month for mo.				
02 Mortgage Insurance	per month for mo.				
03 Property Taxes	per month for mo.				
04					
05					
06					
07					
08 Aggregate Adjustment					
<b>H. Other</b>		<b>\$51.95</b>			
01 Title - Owners Coverage Prem. (optional)	to Investors Title	\$51.95			
02					
03					
04					
05					
06					
07					
08					
<b>I. TOTAL OTHER COSTS (Borrower-Paid)</b>	<b>\$237.60</b>				
Other Costs Subtotals (E + F + G + H)	\$237.60				

<b>J. TOTAL CLOSING COSTS (Borrower-Paid)</b>		<b>\$1,893.90</b>			
Closing Costs Subtotals (D + I)		\$1,893.90			
Lender Credits					

### Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs ( J )	\$2,788	\$1,893.90	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	\$0.00	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0.00	NO
Down Payment/Funds from Borrower	\$11,000	\$11,000.00	NO
Deposit	-\$1,000	-\$500.00	YES • You decreased this payment. See Deposit in Section L
Funds for Borrower	\$0	\$0.00	NO
Seller Credits	\$0	\$0.00	NO
Adjustments and Other Credits	\$0	-\$500.00	YES • See details in Sections K and L
<b>Cash to Close</b>	<b>\$12,788</b>	<b>\$11,893.90</b>	

### Summaries of Transactions

Use this table to see a summary of your transaction.

#### BORROWER'S TRANSACTION

<b>K. Due from Borrower at Closing</b>	<b>\$56,893.90</b>
01 Sale Price of Property	\$55,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing ( J )	\$1,893.90
04	
<b>Adjustments</b>	
05	
06	
07	
<b>Adjustments for Items Paid by Seller in Advance</b>	
08 City/Town Taxes to	
09 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	
<b>L. Paid Already by or on Behalf of Borrower at Closing</b>	<b>\$45,000.00</b>
01 Deposit	\$500.00
02 Loan Amount	\$44,000.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
<b>Other Credits</b>	
06 Due Diligence Fee from Seller	\$500.00
07	
<b>Adjustments</b>	
08	
09	
10	
11	
<b>Adjustments for Items Unpaid by Seller</b>	
12 City/Town Taxes to	
13 County Taxes to	
14 Assessments to	
15	
16	
17	
<b>CALCULATION</b>	
Total Due from Borrower at Closing (K)	\$56,893.90
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$45,000.00
<b>Cash to Close</b> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	<b>\$11,893.90</b>

#### SELLER'S TRANSACTION

<b>M. Due to Seller at Closing</b>	<b>\$55,000.00</b>
01 Sale Price of Property	\$55,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
<b>Adjustments for Items Paid by Seller in Advance</b>	
09 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	
<b>N. Due from Seller at Closing</b>	<b>\$4,478.58</b>
01 Excess Deposit	
02 Closing Costs Paid at Closing ( J )	
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06 Closing costs paid at closing	\$3,978.58
07 Due diligence fee	\$500.00
08 Seller Credit	
09	
10	
11	
12	
13	
<b>Adjustments for Items Unpaid by Seller</b>	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	
<b>CALCULATION</b>	
Total Due to Seller at Closing (M)	\$55,000.00
Total Due from Seller at Closing (N)	-\$4,478.58
<b>Cash</b> <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	<b>\$50,521.42</b>



# Additional Information About This Loan

## Loan Disclosures

### Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

### Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

### Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 4.000% of the amount of the regularly scheduled payment then past due, subject to a maximum charge of \$500.00 and a minimum charge of \$0.01.

### Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

### Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

### Security Interest

You are granting a security interest in  
1789 Andrews Store Rd., PITTSBORO, NC 27312

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

### Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because  you declined it  your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$504.24	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

## Loan Calculations

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$55,518.47
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$10,927.17
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	\$42,935.00
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	5.719%
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	22.414%



**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

## Other Disclosures

### Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

### Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

state law may protect you from liability for the unpaid balance.

If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

### Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

### Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

## Contact Information

	Lender	Settlement Agent
<b>Name</b>	Benchmark Community Bank	The Law Offices of Chad Wesley Riggsbee, PLLC
<b>Address</b>	12335 Wake Union Church Rd, Unit 206 Wake Forest, NC 27587	288 East Street Suite 2004 Pittsboro, NC 27312
<b>NMLS ID</b>	402611	27312
<b>__ License ID</b>		
<b>Contact</b>	Holly Blackwell	Chad Wesley Riggsbee
<b>Contact NMLS ID</b>	709466	48279
<b>Contact __ License ID</b>		
<b>Email</b>	holly.blackwell@bcbonline.com	chad@riggsbeelaw.com
<b>Phone</b>	(434)447-4256	(919)542-6262

## Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

ROBERT S BOLLING

Date

SUSAN FRANCES SMYTH BOLLING

Date