



2019044117 00061

FORSYTH CO, NC FEE \$0.00

PRESENTED &amp; RECORDED:

11-01-2019 10:58:47 AM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: EVELYN R. DIXON

DPTY

BK: RE 3490

PG: 4262-4267

Prepared by & Return To: *Hendrick Bryant, Box 78*

## AFFIDAVIT OF SATISFACTION

Date of Affidavit: October 31, 2019

The undersigned hereby states as follows:

1. I am an attorney licensed to practice law in the State of North Carolina.
2. I am signing this Affidavit of Satisfaction to evidence full payment or performance of the obligations secured by real property covered by the following security instrument (the "security instrument") which I believe is currently or was most recently held by GLL & Associates Inc. (the "secured creditor"):

Type of security instrument: Deed of TrustOriginal Grantors: James Kenneth HillOriginal Secured Party: GLL & Associates Inc.Recording data for security instrument: Security Instrument recorded in Book 1789 Page 4213 in the office of the Register of Deeds for Forsyth County, North Carolina.

3. I have reasonable grounds to believe that the secured creditor has received full payment or performance of the balance of the obligations secured by the security instrument.

4. ☐ Acting with authorization from the owner of the real property described in the Security Instrument, I gave notification to the Secured Creditor in the manner prescribed by G.S. 45-36.14 of my intention to sign and record an affidavit of satisfaction of the Security Instrument if, within 30 days after the effective date of the notification, the Secured Creditor did not submit a satisfaction of the security interest for recording or give notification that the secured obligation remains unsatisfied. The 30-day period has elapsed, I have no knowledge that the Secured Creditor has submitted a satisfaction for recording, and I have not received notification that the secured obligation remains unsatisfied. <sup>[1]</sup><sub>SEP</sub>

☐ I have been authorized by the Secured Creditor to execute and record this Affidavit of Satisfaction.

<sup>[1]</sup><sub>SEP</sub>

☐ I have in my possession the original Security Instrument and the original bond, note, or other instrument secured thereby, with an endorsement of payment and satisfaction appearing thereon made by one or more of the following: (i) the Secured Creditor; (ii) the trustee or substitute trustee, if the Security Instrument is a deed of trust; (iii) an assignee of the Secured Creditor; or (iv) a bank, savings and loan association, savings bank, or credit union chartered under the laws of North Carolina or any other state or the United States having an office or branch in North Carolina, endorsed in the name of the institution by an officer thereof. <sup>[1]</sup><sub>SEP</sub>

☐ I have in my possession the original Security Instrument together with the original bond, note, or other instrument secured thereby, or the original Security Instrument alone if the Security Instrument itself sets forth the obligation secured or other obligation to be performed and does not call for or recite any note, bond, or other instrument secured by it. All such instruments are more than 10 years old counting from the maturity date of the last obligation secured. If the instrument or instruments secured by the Security Instrument have an endorsement of partial payment, satisfaction, performance or discharge within the period of 10 years, the period of 10 years has been counted from the date of the most recent endorsement. <sup>[1]</sup><sub>SEP</sub>

☐ I have in my possession the original Security Instrument given to secure the bearer or holder of any negotiable instruments transferable solely by delivery, together with all the evidences of indebtedness secured thereby, marked paid and satisfied in full and signed by the bearer or holder thereof. ☐

☒ After diligent inquiry, I have been unable to determine the identity of the secured creditor.

5. (If applicable) Attached to and filed with this Affidavit of Satisfaction are copies of all or part(s) of the following instruments: (Describe attached copies): Exhibit A, HUD settlement statement for Kenneth Hill's sale of 160 Stanleyville Manor. Exhibit B, letter from the office of H. Dwight Nelson, real estate attorney, to Springs Mortgage Corporation describing enclosed mortgage payoff.

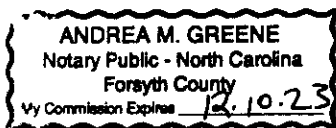
This Affidavit of Satisfaction constitutes a satisfaction of the Security Instrument pursuant to G.S. 45-36.18.

  
(Signature of Satisfaction Agent)

State of North Carolina - County of Forsyth

I, Andrea M. Greene, a Notary Public of the County and State aforesaid, certify that Kenneth C. Otis, III personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 31 day of October, 2017.

Place Notary Seal in This Box



My Commission Expires: 12.10.23

Andrea M. Greene  
Notary Public

A.

**Exhibit A**

U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT

**SETTLEMENT STATEMENT**

b. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS.  
 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER:

7. LOAN NUMBER:

KAUTZ

8. MORTGAGE INSURANCE CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

3.0 01-92 (3/KAUTZ)

D. NAME AND ADDRESS OF BORROWER:

E. NAME AND ADDRESS OF SELLER:

F. NAME AND ADDRESS OF LENDER:

Paul R. Kautz and wife,  
Christine B. Shouse

James Kenneth Hill and wife,  
Doris Bowen Hill

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT:

561204290

I. SETTLEMENT DATE:

160 Stanleyville Manor Avenue  
Rural Hall, NC 27045

H. DWIGHT NELSON

PLACE OF SETTLEMENT

PO BOX 902, 7930 BROAD STREET  
RURAL HALL, NC 27045

March 26, 1998

**J. SUMMARY OF BORROWER'S TRANSACTION****100. GROSS AMOUNT DUE FROM BORROWER:**

101. Contract Sales Price	49,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	425.00
104.	
105.	

**Adjustments For Items Paid By Seller In Advance**

106. City/Town Taxes	to	
107. County Taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		

120. GROSS AMOUNT DUE  
FROM BORROWER 49,425.00

**200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:**

201. Deposit or Earnest Money	1,000.00
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

**Adjustments For Items Unpaid By Seller**

210. City/Town Taxes	to	
211. County Taxes	01-01-98 03-27-98	133.70
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		

220. TOTAL PAID BY/FOR  
BORROWER 1,133.70

**300. CASH AT SETTLEMENT FROM/TO BORROWER:**

301. Gross Amount Due From Borrower (Line 120)	49,425.00
302. Less Amounts Paid By/For Borrower (Line 220)	1,133.70
303. CASH (X FROM ) (X TO ) BORROWER	48,291.30

**K. SUMMARY OF SELLER'S TRANSACTION****400. GROSS AMOUNT DUE TO SELLER:**

401. Contract Sales Price	49,000.00
402. Personal Property	
403.	
404.	
405.	

**Adjustments For Items Paid By Seller In Advance**

406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		

420. GROSS AMOUNT DUE  
TO SELLER 49,000.00

**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**

501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	3,135.50
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage Loan	35,011.56
505. Payoff of Second Mortgage Loan	
506.	
507.	
508.	
509.	

**Adjustments For Items Unpaid By Seller**

510. City/Town Taxes	to	
511. County Taxes	01-01-98 03-27-98	133.70
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		

520. TOTAL REDUCTION AMOUNT  
DUE SELLER 38,280.76

**600. CASH AT SETTLEMENT TO/FROM SELLER:**

601. Gross Amount Due To Seller (Line 420)	49,000.00
602. Less Reductions in Amount Due Seller (Line 520)	38,280.76
603. CASH (X TO ) (X FROM ) SELLER	10,719.24

The undersigned hereby acknowledges receipt of a completed copy of pages 1 and 2 of this statement and any attachments referred to herein.

Borrower

Paul R. Kautz

Borrower

Christine B. Shouse

Seller

James Kenneth Hill

Seller

Doris Bowen Hill

## L. SETTLEMENT CHARGES

700. TOTAL CGMMISSION Based on Price 49,000.00 @ 6.0000 % = 2,940.00			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:				
701. \$	2,940.00	to Hampton Real Estate		
702. \$		to		
703. Commission Paid at Settlement				2,940.00
704.				

## 800. ITEMS PAYABLE IN CONNECTION WITH LOAN

801. Loan Origination Fee	1.0000	%		
902. Loan Discount		%		
903. Appraisal Fee		to		
904. Credit Report		to		
905. Lender's Inspection Fee				
906. Mortgage Insurance Application Fee to				
907. Assumption Fee				
908. Federal Express Deli	H. DWIGHT NELSON			22.50
909.				
110.				
111.				

## 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

01. Interest From	to	@ \$	/day		
02. Mortgage Insurance Premium for		months to			
03. Hazard Insurance Premium for	1	years to			
04.		years to			
05.					

## 000. RESERVES DEPOSITED WITH LENDER

001. Hazard Insurance	months @ \$	per month		
002. Mortgage Insurance	months @ \$	per month		
003. City Property Taxes	months @ \$	per month		
004. County Property Taxes	months @ \$	per month		
005. Annual Assessments	months @ \$	per month		
006.	months @ \$	per month		
007.	months @ \$	per month		
008.	months @ \$	per month		

## 100. TITLE CHARGES

001. Settlement or Closing Fee	to			
002. Abstract or Title Search	to			
003. Title Examination	to H. DWIGHT NELSON		375.00	
004. Title Insurance Binder	to			
005. Document Preparation	to H. DWIGHT NELSON			75.00
006. Notary Fees	to			
007. Attorney's Fees	to			
(includes above items numbers:			)	
008. Title Insurance	to COMMONWEALTH LAND TITLE INS. CO.		42.00	
(includes above items numbers:			)	
009. Lenders's Coverage	\$			
010. Owner's Coverage	\$ 49,000.00			
11.				
12.				
13.				

## 200. GOVERNMENT RECORDING AND TRANSFER CHARGES

01. Recording Fees: Deed \$	8.00	; Mortgage \$		; Releases \$	8.00
02. City/county tax/stamps:	Deed \$		; Mortgage \$		
03. State tax/ stamps:	Deed \$	98.00	; Mortgage \$		98.00
04.					
05.					

## 300. ADDITIONAL SETTLEMENT CHARGES

01. Survey	to			
02. Pest Inspection	to			
03.				
04.				
05.				

00. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)	425.00	3,135.50
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By signing Page 1 of this statement, the signatories of Page 1 also acknowledge receipt of a completed copy of Page 2 of this two page statement.

(3/KAUTZ)

Certified to be a true copy

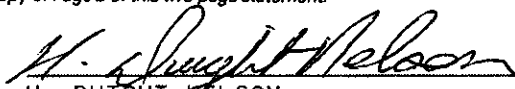
  
 H. DWIGHT NELSON

Exhibit B

H. DWIGHT NELSON  
ATTORNEY AT LAW  
7930 BROAD STREET  
P. O. BOX 902  
RURAL HALL, NORTH CAROLINA 27045  
910/ 969-5256

March 26, 1998

FEDERAL EXPRESS DELIVERY

Springs Mortgage Corporation  
210 North White Street  
Fort Mill, South Carolina 29716  
ATTENTION: Payoff Department

RE: James Kenneth Hill and wife, Doris Bowen Hill  
Loan # 2106002377

To Whom It May Concern:

Enclosed is Mr. Nelson's Trust Account check in the amount of \$35,011.56 representing payment in full of the above referenced loan.

We request in accordance with North Carolina General Statute 45, Section 36.3 that you forward to our office for discharge and release the Original Note and Deed of Trust recorded in the Forsyth County Registry.

Please be advised that North Carolina General Statute 45, Section 36.3 provides a penalty not to exceed \$1,000.00 in addition to reasonable attorney's fees and any other damages awarded by the court to the grantor, trustor or mortgagor against holders of instruments who do not release satisfied documents of record within 60 days of receipt of payoff funds. We appreciate your assistance in this matter.

Sincerely,



Gina M. Foushee  
Real Estate Secretary

PLEASE RETURN A COPY OF THIS LETTER WITH THE SATISFIED DOCUMENTS OR DOCUMENTS TO BE SATISFIED OF RECORD. IF THERE ARE ANY REFUNDS DUE TO THE BORROWERS, PLEASE MAKE THEM PAYABLE TO:

James Kenneth Hill and wife, Doris Bowen Hill  
Route 1 Box 393  
Pinnacle, North Carolina 27043

\*\*\* REAL EST - CLOSING \*\*\*

7638

Buyer/Borrower: Paul R. Kautz and wife, Christine B. Shouse  
 Seller: James Kenneth Hill and wife, Doris Bowen Hill

Settlement Date: 03-26-98  
 Property Location: 160 Stanleyville Manor Avenue  
 Rural Hall, NC 27045

Pay to: Springs Mortgage Corp.  
 For: Payoff of 1st mortgage

Check Amount: \$35,011.56

(3/KAUTZ)

**H. DWIGHT NELSON, ATTORNEY AT LAW**  
 TRUST ACCOUNT  
 P. O. BOX 902  
 RURAL HALL, NC 27045

FIRST CITIZENS BANK & TRUST COMPANY 486  
 RURAL HALL, NC 27045  
 66-30-531

7638

7638  
 KAUTZ

Payoff of 1st mortgage

--- Thirty Five Thousand Eleven and 56/100 ----- Dollars

DATE

AMOUNT

03-26-98

\*\*\*\*\*35,011.56

PAY  
 TO THE  
 ORDER  
 OF

Springs Mortgage Corp.  
 310 North White Street  
 Fort Mill, SC 29715



⑈00007638⑈ ⑆053100300⑆4851416198⑈