

# Investors Title Insurance Company

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687  
919.968.2200 | invtitle.com

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Office:	Investors Title Insurance Company
Commitment No.:	202511170MC/RC/01
Issuing Office File No.:	202511170MC/RC/01
Property Address:	439, 395 and 410 Garrish Highway, Ocracoke, NC 27960
Revision No.:	01

**REVISED COMMITMENT DATED JULY 18, 2025 NO. 01**

## SCHEDULE A

1. Commitment Date: July 17, 2025 at 10:00 AM
2. Policy to be issued:
  - a. ALTA 2021 Owner's Policy

Proposed Insured: TBD  
Proposed Amount of Insurance: \$3,000,000.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:

Silver Lake Property, LLC
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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Commitment No.: 202511170MC/RC/01

## SCHEDULE A (Continued)

Issued through the Office of:  
Investors Title Insurance Company  
301 Commerce Drive, Suite 201  
Morehead City, NC 28557  
Tel. (252)240-3145 Fax (252)240-3052  
Email moreheadcity@invtitle.com



Authorized Countersignature

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## SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Termination, payment, satisfaction and cancellation of the UCC in favor of Dogwood State Bank recorded in Book 294 at Page 520.
6. Termination, payment, satisfaction and cancellation of the UCC in favor of Dogwood State Bank recorded in Book 294 at Page 524.
7. Cancellation and release of record of lis pendens recorded in Book 308, Page 143, plus interest and cost.
8. Cancellation and release of record of the property described herein from the lien of:

Mortgage for the benefit of Dogwood State Bank recorded in Book 294, Page 492, securing a note in the original principal sum of \$1,975,000.00, and any other obligations secured thereby and/or described therein. \*\*Subordination and Attorney Agreement recorded in Book 294 at Page 513\*\* \*\*IN PROCESS OF FORECLOSURE\*\*

In the event any lien to be paid and satisfied and cancelled of record is an Equity Line, the certifying attorney must send a Request to Terminate letter in accordance with NCGS 45-82.2 to the Equity Line lender along with the payoff check instructing the lender to mark the note and mortgage paid and satisfied and to return both documents for cancellation of record AND instructing the Equity Line lender to close the

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account and issue no more checks or drafts after the date the payoff was quoted. (Sample "Request to Terminate Letter" is available from this Company upon request.)

9. Termination of the Assignment of Rents and Leases recorded in Book 294, Page 506.
10. Proper completion of foreclosure proceedings pursuant to North Carolina General Statute Chapter 45.
11. Payment of taxes for the year(s) 2022, 2023, and 2024, plus any penalties and interest which may accrue.
12. For insurance for any transaction affected by the transition in the Clerk of Court's office from VCAP to Odyssey Portal without exception for any defects, liens or encumbrances caused by potential issues with search capability, satisfactory NCLTA Data Migration indemnities must be received.
13. Duly authorized and executed deed from Substitute Trustee, vesting fee simple title in TBD.
14. For insurance regarding priority of conveyance by seller to proposed insured owner over potential liens for labor, services or materials, including surveyors, architects, engineers and rental equipment (herein "liens") of seller, or priority of proposed insured lender's mortgage (once recorded) over said liens of seller and/or construction borrower, receipt of applicable NCLTA form (or substantially similar form approved by Company counsel prior to closing), completed and executed by all required parties in compliance with the applicable form's instructions regarding same, to wit:
  - 1) NCLTA Form 1, if no recent construction or addition of improvements on Land, no executory contracts for improvements on Land and no construction loan by signing owner or borrower is contemplated; or
  - 2) NCLTA Form 2, if construction on the Land was recently completed, but no mechanics lien agent is required to be appointed pursuant to NC law; or
  - 3) NCLTA Form 3, if construction is in process or immediately contemplated (for loan, including construction financing), but no mechanics lien agent is required to be appointed pursuant to NC law; or
  - 4) NCLTA Form 5, Owner Affidavit and Indemnity Agreement when construction has been completed, is contemplated or currently underway and a mechanics lien agent has been properly appointed pursuant to NC law; and(a) for insurance regarding priority of conveyance by seller to insured owner and priority of insured lender's mortgage over potential liens, NCLTA Form 6 for waiver and release of lien rights, executed by potential lien claimants with direct lien rights having filed a notice to lien agent or identified in paragraph 1.B of NCLTA Form 5; or

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(b) for insurance regarding only the priority of insured lender's mortgage over potential liens NCLTA Form 7 subordination of lien rights, executed by potential lien claimants with direct lien rights having filed a notice to lien agent or identified in paragraph 1.B. of NCLTA Form 5.

15. If a mechanics' lien agent has been properly appointed pursuant to NC Law, a search for filed Notices to Lien Agent must be updated 1 business day prior to recording of the mortgage to be insured.
16. Receipt of Attorney's Final Certificate, along with all additional required documents, in order to issue a final policy or policies.

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## SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes for the year 2025, and subsequent years, not yet due and payable.
3. Matters shown on recorded Book C at Page 61F and PC B at Slide 41A.
4. Deed of Boat Easement recorded in Book 130 at Page 759.
5. Easement(s) to Tideland EMC recorded in Book 133 at Page 456.
6. Driveway Right of Way Easement recorded in Book 128 at Page 272.
7. Rights or claims of parties in possession not shown by the Public Records.
8. Title to that portion of the Land within the right-of-way of NC 12, also known as Irvin Garrish Highway.
9. Easement(s) to Hyde County Health Department recorded in Book 147 at Page 521; Book 260, Page 444; Book 272, Page 703 and Book 272, Page 709.

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10. Rights of others thereto entitled in and to the continued uninterrupted flow of water through ditch(es), stream(s), creek(s) or gully(ies) crossing the Land, or an abutting pond incident to the Land, without diminution.
11. The parties of the first part for themselves their heirs and assigns, reserve an easement across the whole of the above described parcel of land to be used as an appurtenant easement to the lands of the parties of the first part, or one of them lying south of and adjacent to the above described parcel of land as a means of access for repair, maintenance and improvement of any improvements situated on the land of the parties of the first part or one of them lying south of and adjacent to the above described easement recorded in Book 130, Page 756, Hyde County Registry.
12. Rights of the public, United States of America and the State, if any, to (1) lands lying below the high water mark of any body of water located on or abutting the Land; (2) to any portion of the Land which is or has been under water, is or may be filled in or has been created by artificial means, including title thereto; (3) riparian; and the rights of the federal government or State to control any navigable waters or land filled in formerly within navigable waters, including any terms or conditions of any permits authorizing the filling in of such land.
13. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land. Paragraph 2 (c) of the Covered Risks is hereby deleted.

NO INSURED CLOSING PROTECTION COVERAGE PROVIDED - As to the transaction for which this binder and/or policy is issued, the Company specifically excludes this transaction from any closing protection services.

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## SCHEDULE C

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows: Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.68' to an existing ¾" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below

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## SCHEDULE C

(Continued)

grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2016.

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## ALTA COMMITMENT FOR TITLE INSURANCE

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Investors Title Insurance Company, a North Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
  - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I—Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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# Investors Title Insurance Company

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687  
(919) 968-2200 • [www.invttitle.com](http://www.invttitle.com)

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY

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P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687  
(919) 968-2200 • [www.invtitle.com](http://www.invtitle.com)

BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

  
President

  
Secretary

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# Property Summary

Data last updated on: 7/18/2025    Ownership current as of: 7/10/2025    Tax Year: 2025

REID 1121

PIN # 9500-29-4698

Location Address  
395 IRVIN GARRISH HWY

Property Description  
LOT & MOTEL

Property Owner  
SILVER LAKE PROPERTY, LLC

Owner's Mailing Address  
1894 PRESTON WHITE DR  
RESTON VA 20191

[Print Property Info](#)

[Search Results](#)

[New Search](#)

Parcel

Buildings

Misc Improvements

Land

Deeds

Notes

\$ Sales

Photos

Tax Bill

## Administrative Data

Plat Book & Page	
Old Map#	
Market Area	9
Township	OCRACOCKE
Planning Jurisdiction	HYDE
City	OCRACOCKE
Fire District	
Spec District	
Land Class	COMM/INDUSTRIAL
History REID 1	
History REID 2	
Acreage	0
Permit Date	
Permit #	

## Transfer Information

Deed Date	05/06/2016
Deed Book	000269
Deed Page	00019
Revenue Stamps	0.00
Package Sale Date	05/06/2016
Package Sale Price	\$2,756,000
Land Sale Date	
Land Sale Price	

## Property Value

Total Appraised Land Value	\$896,000
Total Appraised Building Value	\$592,647
Total Appraised Misc Improvements Value	\$23,594

Other Exemptions	
Exemption Desc	

Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	

Total Taxable Value	\$1,512,241
---------------------	-------------

## Improvement Summary

Total Buildings	1
Total Units	0
Total Living Area	0
Total Gross Leasable Area	5,148



# Hyde County Tax Office

Version: 9.6.0

Bill Search Special Assessment Search Delinquent Bill Search Personal Property Search

New Search

Tax Year  
ALL

1121

e.g. 00101102 or 00101103A

Go

Search By  
Parcel Number

Bill #	Old Bill #	Parcel #	Name	Location	Bill Flags	Due
0000130180-2024-	2024-0000-00	1121	SILVER LAKE PROPERTY, LLC	395 IRVIN GARRISH HWY		\$0.00
0000130180-2023-	2023-0000-00	1121	SILVER LAKE PROPERTY, LLC	395 IRVIN GARRISH HWY		\$0.00
0000130180-2022-	2022-0000-00	1121	SILVER LAKE PROPERTY, LLC	395 IRVIN GARRISH HWY		\$0.00
0000130180-2021-	2021-0000-00	1121	SILVER LAKE PROPERTY, LLC	395 IRVIN GARRISH HWY		\$0.00
0000130180-2020-	2020-0000-00	1121	SILVER LAKE PROPERTY, LLC	395 IRVIN GARRISH HWY		\$0.00
0000130180-2019-	2019-0000-01	1121	SILVER LAKE PROPERTY, LLC	395 IRVIN GARRISH HWY		\$0.00
0000130180-2018-	2018-0000-00	1121	SILVER LAKE PROPERTY, LLC	OCRACoke HYDE COUNTY NC		\$0.00
Total:						\$0.00

Location: 30 Oyster Creek Road, P.O. Box 188, Swan Quarter, North Carolina 27885  
Phone: 252-926-4469  
Tax Administrator: Linda Basnight lbasnight@hydecountrync.gov  
Tax Clerk: Sue Gurganus sgurganus@hydecountrync.gov  
GIS Administrator: Justin Gibbs justin.gibbs@hydecountrync.gov

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If you are currently under tax lien foreclosure or legal action by Hyde County, please contact the County Attorney, Franz Holcher at (252) 946-3122.

Property Summary

Tax Year: 2025

REID	1124	PIN	9500-29-3668	Property Owner	SILVER LAKE PROPERTY, LLC
Location	410 IRVIN GARRISH HWY	Property Description	ANSLEY & WALTER ONEAL	Owner's Mailing Address	1894 PRESTON WHITE DR RESTON VA 20191

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	5/6/2016	Total Appraised Land Value	\$817,500
Old Map #		Deed Book	000269	Total Appraised Building Value	\$42,218
Market Area	9	Deed Page	00019	Total Appraised Misc Improvements Value	\$96,598
Township	OCRACOCKE	Revenue Stamps		Total Cost Value	\$956,316
Planning Jurisdiction	HYDE	Package Sale Date	5/6/2016	Total Appraised Value - Valued By Cost	\$956,316
City	OCRACOCKE	Package Sale Price	\$2,756,000	Other Exemptions	
Fire District		Land Sale Date		Exemption Desc	
Spec District		Land Sale Price		Use Value Deferred	
Land Class	WF BLDG SITE	Improvement Summary		Historic Value Deferred	
History REID 1		Total Buildings	1	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$956,316
Acreage	0	Total Living Area	0		
Permit Date		Total Gross Leasable Area	854		
Permit #					



# Hyde County Tax Office

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Bill Search Special Assessment Search Delinquent Bill Search Personal Property Search

Search By

Parcel Number

Tax Year

e.g. 00101102 or 00101103A

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Bill #	Old Bill #	Parcel #	Name	Location	Bill Flags	Current Due
0000130186-2024-	2024-0000-00	1124	SILVER LAKE PROPERTY, LLC	410 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130186-2023-	2023-0000-00	1124	SILVER LAKE PROPERTY, LLC	410 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130186-2022-	2022-0000-00	1124	SILVER LAKE PROPERTY, LLC	410 IRVIN GARRISH HWY OCRACOKE NC	DELINQUENT	\$4,377.28
0000130186-2021-	2021-0000-00	1124	SILVER LAKE PROPERTY, LLC	410 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130186-2020-	2020-0000-00	1124	SILVER LAKE PROPERTY, LLC	410 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130186-2019-	2019-0000-01	1124	SILVER LAKE PROPERTY, LLC	410 IRVIN GARRISH HWY NC		\$0.00
0000130186-2018-	2018-0000-00	1124	SILVER LAKE PROPERTY, LLC	OCRACOKE HYDE COUNTY NC		\$0.00
Total: \$4,377.28						

Location: 30 Oyster Creek Road, P.O. Box 188, Swan Quarter, North Carolina 27885  
Phone: 252-926-4469  
Tax Administrator: Linda Basnight lbasnight@hydecountync.gov  
Tax Clerk: Sue Gurganus sgurganus@hydecountync.gov  
GIS Administrator: Justin Gibbs jstbn.gibbs@hydecountyemscs.co

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Property Summary

Tax Year: 2025

REID	1119	PIN	9500-29-3663	Property Owner	SILVER LAKE PROPERTY, LLC
Location Address	0 IRVIN GARRISH HWY	Property Description	14' DRIVEWAY	Owner's Mailing Address	1894 PRESTON WHITE DR RESTON VA 20191

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	5/6/2016	Total Appraised Land Value	\$225,500
Old Map #		Deed Book	000269	Total Appraised Building Value	
Market Area	9	Deed Page	00019	Total Appraised Misc Improvements Value	
Township	OCRACOCKE	Revenue Stamps		Total Cost Value	\$225,500
Planning Jurisdiction	HYDE	Package Sale Date		Total Appraised Value - Valued By Cost	\$225,500
City	OCRACOCKE	Land Sale Date	5/6/2016	Other Exemptions	
Fire District		Land Sale Price	\$2,756,000	Exemption Desc	
Spec District				Use Value Deferred	
Land Class	WF BLDG SITE			Historic Value Deferred	
History REID 1		Improvement Summary		Total Deferred Value	
History REID 2		Total Buildings	0	Total Taxable Value	\$225,500
Acreage	0	Total Units	0		
Permit Date		Total Living Area	0		
Permit #		Total Gross Leasable Area	0		

Photograph



# Hyde County Tax Office

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Bill Search Special Assessment Search Delinquent Bill Search Personal Property Search

Search By

Parcel Number

1119

Tax Year  
ALL

e.g. 00101102 or 00101103A

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New Search

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Bill #	Old Bill #	Parcel #	Name	Location	Bill Flags	Current Due
0000130179-2024-	2024-0000-00	1119	SILVER LAKE	0 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130179-2023-	2023-0000-00	1119	SILVER LAKE	0 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130179-2022-	2022-0000-00	1119	SILVER LAKE	0 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130179-2021-	2021-0000-00	1119	SILVER LAKE	0 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130179-2020-	2020-0000-00	1119	SILVER LAKE	0 IRVIN GARRISH HWY OCRACOKE NC		\$0.00
0000130179-2019-	2019-0000-01	1119	SILVER LAKE	0 IRVIN GARRISH HWY NC		\$0.00
0000130179-2018-	2018-0000-00	1119	SILVER LAKE	OCRACOKE HYDE COUNTY NC		\$0.00
Total:						\$0.00

Location: 30 Oyster Creek Road, P.O. Box 188, Swan Quarter, North Carolina 27885  
Phone: 252-926-4469  
Tax Administrator: Linda Basnight lbasnight@hydecounync.gov  
Tax Clerk: Sue Gurganus sgurganus@hydecounync.gov  
GIS Administrator: Justin Gibbs justin.gibbs@hydecounync.gov

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Property Summary

Tax Year: 2025

REID	1123	PIN	9500-29-4575	Property Owner	SILVER LAKE PROPERTY, LLC
Location	439 IRVIN GARRISH HWY	Property Description	EFFICIENCY MOTEL	Owner's Mailing Address	1894 PRESTON WHITE DR RESTON VA 20191

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	5/6/2016	Total Appraised Land Value	\$1,000,000
Old Map #		Deed Book	000269	Total Appraised Building Value	\$1,340,561
Market Area	9	Deed Page	00019	Total Appraised Misc Improvements Value	\$35,453
Township	OCRACOCKE	Revenue Stamps		Total Cost Value	\$2,376,014
Planning Jurisdiction	HYDE	Package Sale Date	5/6/2016	Total Appraised Value - Valued By Cost	\$2,376,014
City	OCRACOCKE	Package Sale Price	\$2,756,000	Other Exemptions	
Fire District		Land Sale Date		Exemption Desc	
Spec District		Land Sale Price		Use Value Deferred	
Land Class	COMM/INDUSTRIAL	Improvement Summary		Historic Value Deferred	
History REID 1		Total Buildings	1	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$2,376,014
Acreage	0	Total Living Area	0		
Permit Date		Total Gross Leasable Area	16,529		
Permit #					

# Hyde County Tax Office



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Bill Search Special Assessment Search Delinquent Bill Search Personal Property Search

New Search

Search By

Parcel Number

1123

Tax Year  
ALL

e.g. 00101102 or 00101103A

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Bill #	Old Bill #	Parcel #	Name	Location	Bill Flags	Due
0000130185-2024-	2024-0000-00	1123	SILVER LAKE	349 IRVIN GARRISH HWY	OCRA COKE NC	\$0.00
0000130185-2023-	2023-0000-00	1123	SILVER LAKE	349 IRVIN GARRISH HWY	OCRA COKE NC	\$0.00
0000130185-2022-	2022-0000-00	1123	SILVER LAKE	349 IRVIN GARRISH HWY	OCRA COKE NC	\$0.00
0000130185-2021-	2021-0000-00	1123	SILVER LAKE	349 IRVIN GARRISH HWY	OCRA COKE NC	\$0.00
0000130185-2020-	2020-0000-00	1123	SILVER LAKE	349 IRVIN GARRISH HWY	OCRA COKE NC	\$0.00
0000130185-2019-	2019-0000-01	1123	SILVER LAKE	349 IRVIN GARRISH HWY	OCRA COKE NC	\$0.00
0000130185-2018-	2018-0000-00	1123	SILVER LAKE	349 IRVIN GARRISH HWY	OCRA COKE NC	\$0.00
Total:						\$0.00

Location: 30 Oyster Creek Road, P.O. Box 188, Swan Quarter, North Carolina 27885  
Phone: 252-926-4469  
Tax Administrator: Linda Basnight lbasnight@hydecountync.gov  
Tax Clerk: Sue Gurganus sgurganus@hydecountync.gov  
GIS Administrator: Justin Gibbs jgibbs@hydecountyems.co

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Property Summary

Tax Year: 2025

REID	1122	PIN	9500-29-6523	Property Owner	SILVER LAKE PROPERTY, LLC
Location	0 DEFAULT STREET	Property Description	VACANT LOT	Owner's Mailing Address	1894 PRESTON WHITE DR RESTON VA 20191

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	5/6/2016	Total Appraised Land Value	\$316,800
Old Map #		Deed Book	000269	Total Appraised Building Value	
Market Area	9	Deed Page	00019	Total Appraised Misc Improvements Value	
Township	OCRACOCKE	Revenue Stamps		Total Cost Value	\$316,800
Planning	HYDE	Package Sale Date		Total Appraised Value - Valued By Cost	\$316,800
Jurisdiction		Package Sale Price		Other Exemptions	
City	OCRACOCKE	Land Sale Date	5/6/2016	Exemption Desc	
Fire District		Land Sale Price	\$2,756,000	Use Value Deferred	
Spec District				Historic Value Deferred	
Land Class	COMM/INDUSTRIAL	Improvement Summary		Total Buildings	0
History REID 1				Total Units	0
History REID 2				Total Living Area	0
Acreage	0			Total Gross Leasable Area	0
Permit Date					
Permit #					

Photograph



# Hyde County Tax Office

Version: 9.6.0

[Bill Search](#) [Special Assessment Search](#) [Delinquent Bill Search](#) [Personal Property Search](#)

Search By

Parcel Number ▼

1122

Tax Year

ALL ▼

[New Search](#)

Go

e.g. 00101102 or 00101103A

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Bill #	Old Bill #	Parcel #	Name	Location	Bill Flags	Current Due
<a href="#">0000130183-2024-2024-0000-00</a>		<a href="#">1122</a>	SILVER LAKE PROPERTY, LLC	0 DEFAULT STREET OCRACOKE NC 12345		\$0.00
<a href="#">0000130183-2023-2023-0000-00</a>		<a href="#">1122</a>	SILVER LAKE PROPERTY, LLC	0 DEFAULT STREET OCRACOKE NC 12345		\$0.00
<a href="#">0000130183-2022-2022-0000-00</a>		<a href="#">1122</a>	SILVER LAKE PROPERTY, LLC	0 DEFAULT STREET OCRACOKE NC 12345		\$0.00
<a href="#">0000130183-2021-2021-0000-00</a>		<a href="#">1122</a>	SILVER LAKE PROPERTY, LLC	0 DEFAULT STREET OCRACOKE NC 12345		\$0.00
<a href="#">0000130183-2020-2020-0000-00</a>		<a href="#">1122</a>	SILVER LAKE PROPERTY, LLC	0 DEFAULT STREET OCRACOKE NC 12345		\$0.00
<a href="#">0000130183-2019-2019-0000-01</a>		<a href="#">1122</a>	SILVER LAKE PROPERTY, LLC	0 DEFAULT STREET NC 12345		\$0.00
<a href="#">0000130183-2018-2018-0000-00</a>	000000000206589	<a href="#">1122</a>	SILVER LAKE PROPERTY, LLC	OCRACOKE HYDE COUNTY NC		\$0.00
Total:						\$0.00

Location: 30 Oyster Creek Road, P.O. Box 188, Swan Quarter, North Carolina 27885

Phone: 252-926-4469

Tax Administrator: Linda Basnight lbasnight@hydecourtync.gov

Tax Clerk: Sue Gurganus sgurganus@hydecourtync.gov

GIS Administrator: Justin Gibbs justin.gibbs@hydecourtyncs.co

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This document presented and filed:  
05/06/2016 01:52:11 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC  
Excise Tax: \$5,512.00

Prepared by: John Nicholas Fountain  
Young Moore and Henderson P.A.  
Post Office Box 31627  
Raleigh, NC 27622  
(Without benefit of title examination or closing.)

certify that no delinquent Ad Valorem taxes or other taxes  
With which this office is charged are a lien on the property  
Described in this deed.

*[Signature]* 5-6-16  
Official Date

Mail to: James R. Gilreath, Jr.  
PO Box 405, Kill Devil Hills, NC 27948

NORTH CAROLINA

HYDE COUNTY

# NORTH CAROLINA SPECIAL WARRANTY DEED

Tax PIN: See Exhibit A

Excise Tax: \$5,512.00

THIS NORTH CAROLINA SPECIAL WARRANTY DEED, made this 5<sup>th</sup> day of May, 2016, by and  
between

MARGARET MARY WROBLESKI, Administrator CTA  
EDWARD L. WROBLESKI, SR. ESTATE

718 Raynor Avenue  
Catonsville, MD 21228 ..... hereinafter called Grantor;

and

SILVER LAKE PROPERTY, LLC, a North Carolina Limited Liability Company  
1894 Preston White Drive

Reston, VA 20191 ..... hereinafter called Grantee.

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

## WITNESSETH:

WHEREAS, EDWARD L. WROBLESKI, SR. died testate, a resident of Hyde County, North Carolina, on April 16, 2000; and

WHEREAS, EDWARD L. WROBLESKI, JR. qualified as Executor of the Estate of EDWARD L. WROBLESKI, SR. on July 10, 2000; and

WHEREAS, EDWARD L. WROBLESKI, JR. resigned as Executor of the Estate of EDWARD L. WROBLESKI, SR. on July 21, 2003, pursuant to Order Allowing Resignation filed with the Hyde County Clerk of Superior Court, Estates Division; and

WHEREAS, MARGARET MARY WROBLESKI qualified as Administrator CTA of the Estate of EDWARD L. WROBLESKI, SR. on July 21, 2003, and continues to serve in such capacity; and

WHEREAS, on June 7, 2005, upon petition of Grantor, the Clerk of Superior Court of Hyde County entered an Order for Possession, Custody, Control and Sale of Real Property for the property herein conveyed (the "subject property") in that certain special proceeding styled *Margaret Mary Wroblewski, Administrator CTA, Estate of Edward L. Wroblewski, Sr., Petitioner, v. Edward L. Wroblewski, Jr., William Wroblewski, Daniel Roy Wroblewski, David Wroblewski (deceased), Margaret Mary Wroblewski, James Wroblewski and Luke Wroblewski, Respondents*, Hyde County Clerk of Superior Court, File no. 04 SP 11; and

WHEREAS, the Grantor exposed the subject property for private sale, and on February 17, 2016, Grantor entered into an agreement for the sale of the subject property to Hae-Chan Park in the amount of \$2,756,000.00 (the "Sale Agreement"); and

WHEREAS, Grantor duly filed a Report of Sale with the Clerk of Court of Hyde County, and the sale remained opened upset bids for a period of ten (10) days in accordance with N.C.G.S. §§ 1-339.36 and 1-339.25, and no upset bids were received by the Clerk; and

WHEREAS, on March 10, 2016, the Grantor filed a Petition for Confirmation of Private Sale with the Clerk of Court of Hyde County, and the Clerk entered an Order of Confirmation of Private Sale and confirmed the private sale of the subject property described on Exhibit A attached hereto and authorized and directed MARGARET MARY WROBLESKI as Administrator CTA of the Estate of EDWARD L. WROBLESKI, SR. to proceed with sale of the property to Hae-Chan Park; and

WHEREAS, on May 5, 2016, Hae-Chan Park assigned all of his rights under the Sale Agreement to SILVER LAKE PROPERTY, LLC, a North Carolina Limited Liability Company, Grantee herein.

NOW, THEREFORE, the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Hyde County, North Carolina and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the lot or parcel of land described on Exhibit A and all privileges and appurtenances thereto belonging to the Grantee, in fee simple.

THE GRANTOR, covenants with the Grantee, that the 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.

1. SUBJECT to 2016 ad valorem taxes; and
2. SUBJECT to all easements, rights-of-way and restrictions of record.

*(Remainder of page left intentionally blank.)*

IN WITNESS WHEREOF, the Grantor has executed this instrument in manner and form so as to be binding the day and year first above set forth.

EDWARD L. WROBLESKI, SR. ESTATE

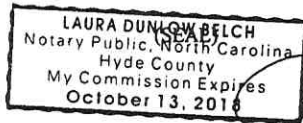
By: *Margaret M. Wroblewski* (SEAL)  
MARGARET MARY WROBLESKI, Administrator CTA

STATE OF NORTH CAROLINA

COUNTY OF Hyde WAKE

I, Laura Dunlow Belch, notary public, do hereby certify that MARGARET MARY WROBLESKI, Administrator CTA of the EDWARD L. WROBLESKI, SR. ESTATE, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 27<sup>th</sup> day of April, 2016.



*Laura Dunlow Belch*  
Notary Public

Laura Dunlow Belch

(Typed or Printed Name of Notary Public)

My commission expires 10.13.2018.



## Exhibit "A"

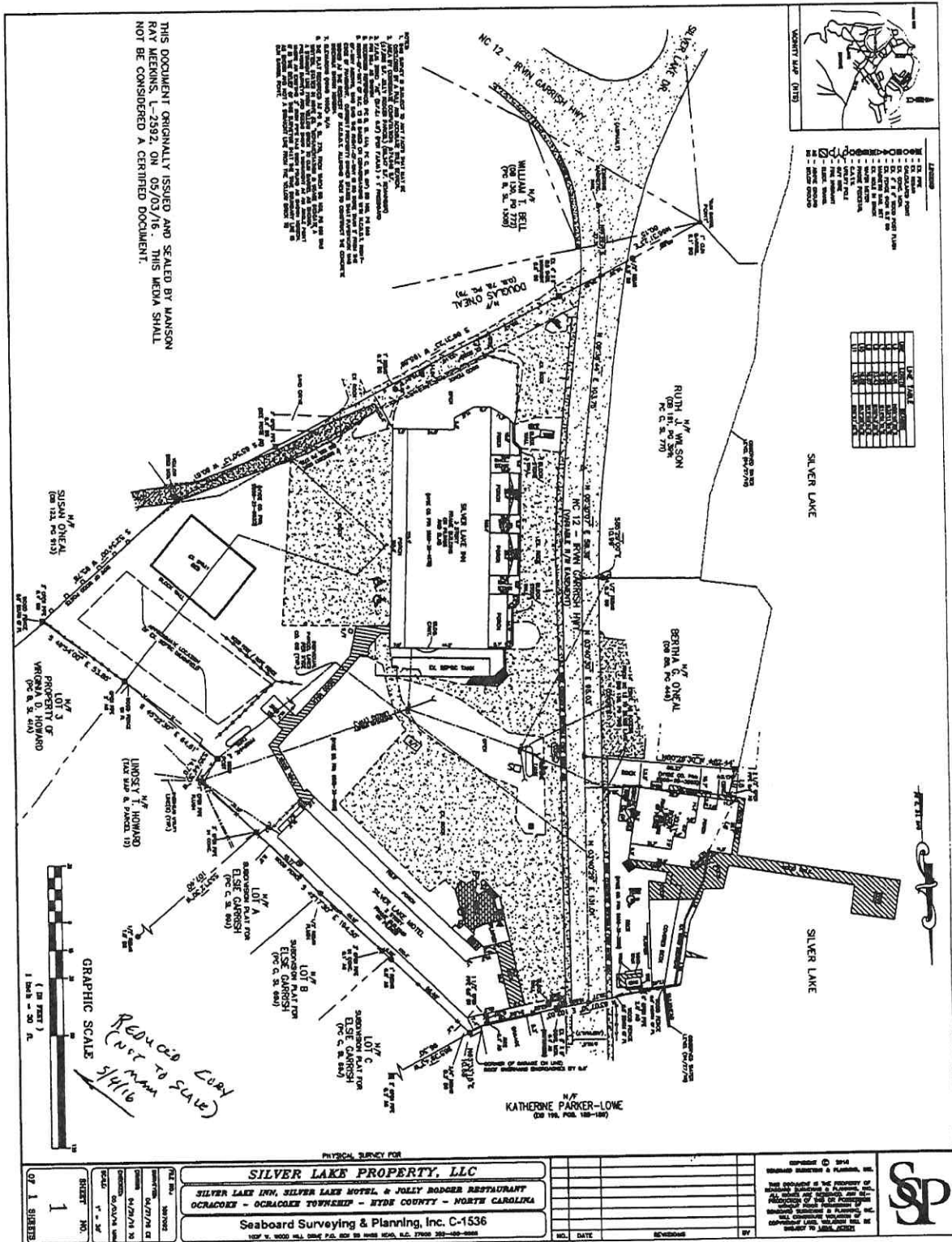
All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.68' to an existing ¾" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a

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distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2016.



THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR COM-  
PLIANCE WITH ANY APPLICABLE LAND  
DEVELOPMENT REGULATIONS.

BOOK 294 PAGE 492 (14)

410270



This document presented and filed:  
02/11/2022 04:26:50 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC

**This instrument prepared by:**

Sean M. Phelan, Esquire  
Nexsen Pruet, PLLC  
227 West Trade Street, Suite 1550  
Charlotte, NC 28202

**Address for purpose of notice to Trustee or Dogwood State Bank:**

**After Recording Return to:**

Dogwood State Bank  
Attn: Alicia McKenzie  
10130 Mallard Creek Rd.  
Bldg 2, Suite 232  
Charlotte, NC 28262

**Deed Of Trust**  
**North Carolina**

28821691-08

**Collateral Includes Fixtures**

**(This Document Serves as a Fixture Filing Under Section 9-502 of the North Carolina Uniform Commercial Code.)**

This Deed of Trust is made and entered into as of **February 10, 2022** by and among **Silver Lake Property, LLC** (whether one or more, referred to as "Grantor"); in favor of NP Real Estate Services, LLC, 227 West Trade Street, Suite 1550, Charlotte, NC 28202 (referred to as "Trustee"); for the benefit of Dogwood State Bank, having an address of 10130 Mallard Creek Rd., Bldg 2, Suite 232, Charlotte, NC 28262, its present and future affiliates and their successors and assigns ("Lender").

For and in consideration of the indebtedness herein recited and the trust herein created, Grantor grants, bargains, mortgages, assigns, sells and conveys unto Trustee, in trust, with power of sale and with general warranty of title, all of Grantor's real estate located in **Hyde County, North Carolina**, and more particularly described on attached **Exhibit A** which has the address of **349, 395 and 410 Irvin Garrish Highway**,

28821691-08

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Ocracoke, North Carolina 27960 together with all easements and appurtenances thereto, all of the rights of Grantor in and to the streets, alleys and rights-of-way appurtenant to and adjoining or adjacent to the land described above and together with any and all right, title and interest of Grantor in and to the improvements, which shall include any and all buildings and structures now or at any time erected in the future, constructed or situated upon said land or any part thereof, together with all fixtures, machinery, apparatus, fittings and equipment now or hereafter located in or upon the premises and now owned or which may hereafter be owned by Grantor, in and upon said land and premises, or which may hereafter be placed thereon, including, but not limited to, any equity which may be acquired by Grantor in such property as a result of making installment payments on account of the purchase thereof, including but not limited to elevators, escalators, boilers, engines, heating, ventilating and air conditioning systems, sprinkler or fire extinguishing systems, plumbing, partitions, wiring, storm doors and windows, wire screens, awnings, carpeting, drapes, window shades, switchboards, communications apparatus, floor tiling, linoleum, attached cabinets, wall panels and decorations attached to walls and ceilings, gas and electrical fixtures, chattels, attached appliances, and material used and to be used in the buildings and structures, but excluding any consumer goods not purchased with the Secured Indebtedness, as defined below, (all of which are deemed part and parcel of the real estate and appropriated to the use of the real estate and, whether affixed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby);

TO HAVE AND HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto, together with the proceeds of all the foregoing (herein collectively called the "Property") unto the Trustee and the Trustee's successors and assigns, in trust, in fee simple forever, (a) to secure the prompt payment of the Secured Indebtedness, as defined below, payable to Lender; (b) to secure performance and observance of the terms and conditions of this Deed of Trust and the Note (as defined below); and (c) to secure the performance of any guarantee given by Grantor in favor of Lender.

Lender has extended credit to **Silver Lake Property, LLC, Silver Lake Park, LLC and Jolly Rogers Ocracoke, LLC** (whether one or more, "Debtor" and which as used herein shall include any one or more and any combination of the parties constituting Debtor). The term "Secured Indebtedness" shall mean (i) all indebtedness of the Debtor to Lender evidenced by a note in the amount of **One Million Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$1,975,000.00)**, dated of even date herewith (the "Note") with interest and all other amounts due under or in connection with the Note as described therein, and any modifications, extensions or renewals of the Note, (ii) the liabilities, obligations, agreements and undertakings of Debtor to Lender pursuant to any foreign exchange contract or any interest rate hedge agreement or other derivative transaction document related to the Note, (iii) any fees due with respect to any such indebtedness, and (iv) to the extent permitted by applicable law, all costs of collection with respect thereto, including without limitation, any costs and expenses incurred by Trustee or Lender in connection with the enforcement of this Deed of Trust or as otherwise provided herein. The term "Agreement" shall mean each and any agreement between Debtor and Lender of whatever nature executed and delivered by Debtor to Lender in connection with any Note or the Secured Indebtedness or any part thereof. The Note has a maturity date that is 25 years from the date of its making.

☐ **Future Advances:** If checked, this Deed of Trust is given wholly or partly to secure future advances and/or future obligations that may be made or incurred under this Deed of Trust and future obligations (including future advances) made or which may be incurred by Debtor under any Note or any Agreement. The maximum principal amount that may be secured by this Deed of Trust at any one time is **One Million Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$1,975,000.00)**. The period within which future advances may be made and future obligations may be incurred, is thirty (30) years from the date of this Deed of Trust, or if this Deed of Trust is not dated, the date the Deed of Trust is registered, but in no

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event shall Lender be obligated to disburse any future loans, obligations or advances to the extent it is not obligated to do so in the Note or any Agreement. Obligations secured hereby shall not be required to be evidenced by a "written instrument or notation" as described in Section 45-68(2) of the North Carolina General Statutes, it being the intent of the parties that the requirements of Section 45-68(2) for a "written instrument or notation" for each advance shall not be applicable to obligations incurred under any Note or any Agreement. It is understood and agreed that the Secured Indebtedness will be advanced from time to time by Lender in accordance with the provisions of the Note or any Agreement, which are incorporated herein and made a part hereof by reference to the same extent as if fully set forth herein, and it is further understood and agreed that, from time to time, repayments on account of the Secured Indebtedness may be made and Lender may thereafter make additional advances including re-advances of sums previously repaid, to the extent provided in the Note, it being understood and agreed that each and every advance made at the present or hereafter to Debtor or on behalf of Debtor or Grantor shall be deemed to be an advance made on account of the Secured Indebtedness and secured hereby unless otherwise specifically provided in the Note, any Agreement, or other documents evidencing such advance.

☐ If checked, this deed of Trust secures an obligation incurred for the construction of an improvement on the aforesaid land and as such constitutes a "construction mortgage" under Section 25-9-334(h) of the North Carolina General Statutes.

Grantor represents, warrants, covenants and agrees as follows:

1. **Payment and Performance.** Grantor shall perform its obligations under and comply with the provisions of this Deed of Trust and the Note.
2. **Covenants; Warranty of Title; Payment of Taxes and Assessments; Prior Deeds of Trust or Mortgages.** Grantor (i) is lawfully seized of the Property in fee simple absolute or the leasehold estate if this Deed of Trust is on a leasehold, (ii) has the right to convey the same and (iii) conveys the Property free and clear of any liens, encumbrances, assessments or other charges except for easements, restrictions and rights of way of record specifically disclosed to Lender and approved by Lender in writing, and (iv) will warrant and defend title to the Property against all claims and demands whatsoever, subject only to the foregoing permitted encumbrances. At the time of recordation, this Deed of Trust shall be a (indicate one) ☒ First ☐ Second ☐ \_\_\_\_\_ lien and encumbrance on the Property. Grantor will execute such further assurances as Trustee or Lender deems necessary or desirable in order to more fully vest title in Trustee. So long as any part of the Secured Indebtedness shall be unpaid, Grantor will protect the title and possession of the Property and will pay, when the same become due, all taxes and assessments now existing or hereafter levied or assessed upon the Property or the interest created by this Deed of Trust, or which by the laws of the jurisdiction where the Property is located may be levied or assessed against Trustee or its successors, or Lender, for or on account of the Secured Indebtedness upon this Deed of Trust or the interest in the Property thereby created, together with all sums now or hereafter owing on any senior deeds of trust or mortgages. Grantor will provide Lender with evidence of any such payments which from time to time may be required by Lender. Grantor will, at its expense, take such other action and execute such other instruments as may be necessary or desirable in the sole discretion of Lender to preserve and protect the lien and priority of this Deed of Trust and all other instruments evidencing or securing payment of the sums secured by this Deed of Trust.

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3. **Preservation and Maintenance of Property; Environmental Requirements.** No building or other improvement shall be substantially altered, removed or demolished, except for changes which enhance its value, nor shall any fixtures or attached appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged without the prior written consent of Lender (provided, however, that minor non-structural changes costing not more than \$10,000 may be undertaken without such consent, and that replacement of such appliances or fixtures of equivalent value and function may be undertaken without such consent). Grantor will not commit or suffer any waste, nor permit or suffer any impairment or deterioration of the Property, or any part thereof. Grantor will at all times keep and maintain the Property and every part thereof in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Grantor will comply with all statutes, orders, requirements or decrees relating to the Property, whether under federal, state, county or municipal authority, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of Property. Grantor will permit Lender or its agents to enter upon and inspect the Property at all reasonable times. Lender shall have the right, at Grantor's expense, to order such appraisals, reappraisals, appraisal updates or environmental inspections as Lender, in its sole discretion, may deem necessary from time to time.

Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains in effect, used for the generation, collection, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601, et seq. ("CERCLA"), Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws, or regulations adopted pursuant to either of the foregoing. Grantor agrees to comply with any federal, state or local law, statute, ordinance or regulation, court or administrative order or decree or private agreement regarding materials which require special handling in collection, storage, treatment or disposal because of their impact on the environment ("environmental requirements"). Grantor agrees to indemnify and hold Lender harmless against any and all claims and losses and expenses and costs resulting from a breach of this paragraph and Grantor will pay or reimburse Lender for all costs and expenses for expert opinions, inspections or investigations required or requested by Lender which, in Lender's sole discretion, are necessary to ensure compliance with this paragraph. This obligation to indemnify shall survive the payment of the Secured Indebtedness and the release of this Deed of Trust.

4. **Insurance.** Grantor will keep the Property and the improvements thereon insured against loss by fire, casualty and other hazards (including flood damage, if the improvements are located in a special flood hazard area) as may from time to time be required by Lender for the benefit of Lender. If permitted by applicable law, Grantor will maintain such public liability and indemnity insurance as may from time to time be required by Lender. All such insurance shall be written in forms, amounts and by companies satisfactory to Lender and losses thereunder shall be payable to Lender pursuant to a standard noncontributing mortgagee's clause. Certificates or other proof of insurance shall be delivered to Lender and Grantor shall provide Lender with such evidence of payment of premiums due on account of such insurance as from time to time may be required by Lender. All such policies shall provide for at least thirty (30) days' prior written notice to Lender of any cancellation or modification thereof, including without limitation, cancellation for nonpayment of

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premium. Grantor shall give Lender prompt notice of any loss covered by such insurance and Lender shall have the right to join Grantor in adjusting any loss. Grantor authorizes Lender, at Lender's option, to collect, adjust and compromise any losses under any such insurance policies herein referred to. Any funds received as payment for any loss under any such insurance shall be paid over to Lender and shall be applied, after deducting the costs of collection, at the option of Lender, either to the prepayment of the Secured Indebtedness or to the reimbursement of Grantor for expenses actually incurred by Grantor in the restoration or replacement of Property, or any part thereof. In the event of foreclosure of this Deed of Trust or other transfer of title to the Property all right, title and interest of Grantor, in and to any insurance policies then in force, shall pass to the purchaser or grantee, which may be, but shall not be limited to, Lender.

5. **Lender's Right to Remedy Defaults.** In the event Grantor shall neglect or refuse (a) to keep the Property in good repair and condition; (b) to pay promptly when due all taxes and assessments as described above; (c) to remove any statutory liens on the Property; (d) to keep the buildings, improvements and chattels insured as described above; (e) to deliver certificates or other proof of the policies or policy of insurance or the renewals to Lender as described above; (f) or if all amounts owed under the Note or indebtedness secured by any other deed of trust or other lien on the Property are not paid promptly when due, or all obligations, covenants, conditions and agreements under such deed of trust or other lien are not observed, the Lender may, if it elects, in addition to any other rights it may have under this Deed of Trust, with or without taking possession of the Property, make repairs as it deems necessary, pay such taxes and assessments with any accrued penalties and/or interest, pay any necessary expenses, redeem the Property which may have been sold or forfeited for taxes or assessments thereon, remove any statutory liens or encumbrances and prosecute or defend any suit in relation thereto, or insure and keep insured said buildings, improvements and chattels as provided herein, or make any payments as may be necessary to cure any default. Any sums including, without limitation, costs, expenses and attorneys' fees which may be expended by Lender or Trustee in so doing or otherwise for the protection or preservation of the Property or the lien of this Deed of Trust thereon, shall bear interest from the dates of such payments at the highest rate of interest being paid on the Secured Indebtedness (but in no event higher than the rate or rates permitted under applicable law), shall be paid by Grantor to Lender upon demand, shall become a part of the Secured Indebtedness and shall be recoverable as such in all respects. Any such liens, claims, taxes, expenses, assessments or tax titles so purchased, paid or redeemed by Lender shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payment be disputed.
6. **Default, Acceleration of Payments; Trustee's Sales or Lease; Advertisement Required.** Any of the following shall constitute an event of default under this Deed of Trust: (a) Debtor's failure to make when due any installment or other payment of the Secured Indebtedness, whether of principal, interest, late charge or otherwise; (b) the death, dissolution, merger, acquisition, consolidation or termination of existence of Grantor, Debtor, any guarantor or endorser of the Secured Indebtedness or any party who has pledged any property as collateral for the Secured Indebtedness (collectively, a "Party"); (c) the insolvency of any Party, or the application for the appointment of a receiver for any Party or the filing of a petition under any provisions of the Federal Bankruptcy Code, as now or hereinafter in effect, by or against any Party or any assignment for the benefit of creditors by or against any Party; (d) the entry of a judgment against any Party or the issuance of service of any attachment, levy or garnishment against any Party or the property of any Party; (e) a determination by Lender that it deems itself insecure or that a material adverse change in the financial condition of any Party has occurred since the date of this Deed of Trust; (f) the failure of any Party to perform any obligation under the Note or this Deed of Trust; (g) a default

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under any superior or inferior lien upon the Property; or (h) the sale, transfer, conveyance or assignment of any beneficial interest in any Party, including but not limited to voting stock, partnership interests or beneficial interests in a trust, without the prior written consent of Lender. Upon the occurrence of any event of default regardless of whether Lender shall have cured such event of default on behalf of Grantor in accordance with the terms of this Deed of Trust, Lender may elect, without notice, to cause all the Secured Indebtedness to be at once due and payable in full, and the Trustee, or its successor in trust, as soon as reasonably practicable after requested to do so by Lender (i) may take possession of the Property and may make any repairs or replacements to the Property deemed necessary by Trustee or Lender and/or sell (and in case of default of any purchaser, resell) in whole or in part the Property at public auction at such time and place and upon such terms and conditions as Trustee may deem appropriate or as otherwise required by applicable law after first having given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as then may be required by law and then having given such notice and advertised the time and place of such sale in such manner as then may be provided by law, and in case of any sale or resale, Trustee may require a bidder's deposit of not more than ten percent (10%) of the sales price, but not less than \$1,000, and shall (the terms of sale having been complied with) execute a deed or deeds, assignment and transfer of title to the Property to the purchaser; at any such sale or resale, Lender may bid and become the purchaser of the Property; and (ii) may revoke any license granted to Grantor to collect and apply rents, issues and profits and may take possession of the Property and may lease the Property either pending sale or until the amount of the Secured Indebtedness is paid and may deduct from rents received all costs of collection, repair, replacement and administration and apply the net proceeds to the Secured Indebtedness. The Trustee is hereby empowered to bring in its name, or in the name of Lender, any suit or action it deems advisable for the enforcement of the provisions of this clause, but the Trustee and the Lender shall be in no way personally liable under any of the provisions of such lease or of this clause, and shall not be personally liable to any person by virtue of their possession of the Property or by virtue of their acting under any provisions of this clause, except to the extent of accounting for rents actually received by them.

The Trustee shall be entitled to a commission of 5% of the gross proceeds of sale 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' fee, and a partial commission computed on 5% of the outstanding indebtedness in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half thereof after the issuance of said note; and three fourths thereof after such hearing; and the full commission after the initial sale.

The proceeds of any sale of the Property by Trustee shall be applied by Trustee: First, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneers' allowances, the expenses, if any, required to correct any irregularity in the title, auditors' fees, attorneys' fees, cost of repairs or replacements, and all other expenses of sale incurred in and about the protection and execution of this Deed of Trust, and a trustee's commission of five percent (5%) of the amount of gross proceeds of said sale or sales, and attorneys' fees and expenses of any litigation which may arise on account of the execution and enforcement of this Deed of Trust or the Note; Second, to pay all taxes and assessments due upon said land and premises at time of sale; Third, to pay and satisfy all the Secured Indebtedness, interest and all other charges hereby secured then remaining unpaid, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed by Grantor that the amounts due under the Note shall, upon such sale being made before the maturity thereof, be and become immediately due and payable at

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the election of Lender; and Fourth, to pay the remainder of said proceeds, if any to any person lawfully entitled thereto. If after so applying such proceeds, any portion of the Secured Indebtedness shall remain unpaid, such balances shall continue to be due and payable, and shall be subject to collection by Lender by suit or otherwise. In the event the Property shall be advertised for sale as provided above but be withdrawn from sale or for any other reason not sold, Trustee shall be entitled to one-half of the commission above provided to be computed on the amount of the debt hereby secured or so much thereof as remains unpaid, including any advances, re-advances and accruals, and any fees of attorneys or auctioneers, and any other expenses shall be charged to and paid by Grantor.

In addition, in the event of default, Lender shall have all rights and remedies permitted by law and by any document evidencing, governing, or securing the obligations secured by this Deed of Trust.

7. **Substitute Trustee.** Lender has the irrevocable right and power to substitute without cause or notice a trustee or trustees in the place of any Trustee named under this Deed of Trust. Such power of appointment and substitution may be exercised at any time and as many times as Lender, its successors or assigns, may desire. Such substitute Trustee(s) shall be vested with the same titles and powers as are granted to the original Trustee. Nothing shall deprive Lender of its right to apply for and receive any relief regarding the Trustee which is now, or which may be, provided for by the internal laws of the jurisdiction in which the Property is located or applicable federal law.
8. **Condemnation.** Grantor irrevocably grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to any award or payment made (not to exceed the outstanding Secured Indebtedness including, without limitation, accrued interest, and costs, expenses, reasonable attorneys' fees, and disbursements incurred by Lender in connection with collection of such award and payment) in respect of (a) any taking of the Property or any part thereof as a result of, or by agreement in anticipation or in lieu of, any exercise of the power of eminent domain or condemnation; and (b) any such taking of any appurtenances to the Property; and (c) any damage to the Property or any part thereof due to governmental action affecting, but not resulting in a taking of, the Property, including, by way of example and not by way of limitation, the changing of the grade of a street adjacent or proximate to the Property. Grantor agrees to promptly notify Lender of the commencement of any condemnation or eminent domain proceeding. Grantor further agrees, upon request, to make, execute and deliver any assignments or other instruments necessary for the purpose of assigning or transferring any such award or awards to Lender free and clear of any encumbrances. The excess amount of such award over and above sums due Lender on account of the Secured Indebtedness, interest and other charges, shall be paid to Grantor, its successors and assigns.
9. **Restrictions on Transfer of Property; No Secondary Financing; Mechanics' Liens.**

**NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY.**

- a. If all or any part of the Property is sold, transferred, conveyed or encumbered without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust and exercise all remedies provided in this Deed of Trust in the event of default. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. Lender reserves the absolute option and right, if permitted by applicable law, among other things, to require the agreement by Grantor and Grantor's transferee to any terms and conditions that Lender may require upon transfer, increase the rate of interest upon transfer, and charge an assumption fee.

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- b. To the extent permitted by applicable law, Grantor shall not voluntarily or otherwise permit to be created or filed against the Property, without the prior written consent of Lender in each instance, any other deed of trust or mortgage or other lien or liens inferior or superior to the lien of this Deed of Trust.
  - c. Grantor will keep and maintain the Property free from all liens arising by virtue of all persons supplying labor performed on or materials incorporated in or on the Property, notwithstanding by whom such labor or materials may have been contracted, and if any liens in respect to such labor or materials are filed against the Property, Grantor shall cause the lien to be released completely of record either by payment and discharge or by the posting of a collateral bond or other substitute collateral in accordance with applicable laws within twenty (20) days of the filing of the lien, and Grantor will make all payments on all liens permitted herein (if any), when due.
10. **Assignment of Rents.** Grantor hereby assigns unto Lender or its successors all leases of the Property and the rents, issues and profits accrued and to accrue from all Leases and tenants of the Property or any part thereof, during the term of this Deed of Trust, or any extensions thereof. Until and unless revoked by the Lender, Grantor shall have a license to manage and operate the Property and to collect and apply to its own account all rents, issues and profits as they become due, but no more than one month in advance. Lender may revoke this license at any time, in its sole and absolute discretion. Lender shall give the Grantor notice of any demand for rents made against tenants of the Property contemporaneously with the giving of notice to tenants. Grantor will not execute any assignment of the rents, issues and profits from the Property or any part thereof unless such assignment shall provide that it is subordinate to the assignment of rents set forth in this Deed of Trust and any other assignments executed pursuant to or in conjunction with this Deed of Trust.
11. **Notice of Adverse Claim of Lien.** If Grantor receives any notice or other instrument which might materially adversely affect the Property or the lien of this Deed of Trust, Grantor will furnish, within three (3) days following such receipt, by certified mail, a copy of such notice or other instrument to Lender. The notices referred to herein shall include, but not be limited to, notices from any tenant or lessee claiming a default by Grantor under any lease or occupancy agreement, any notice by any public authority concerning any tax or special assessment; and any notice of any alleged violation of any building, zoning, fire or other law or regulation affecting the Property.
12. **Remedies Cumulative; Forbearance by Lender/Trustee Not a Waiver.** All remedies available to Lender or the Trustee with respect to this Deed of Trust or under any instrument evidencing, governing or securing the Secured Indebtedness, including, but not limited to, any other deeds conveying other property in trust to secure payment of the obligations secured hereunder, or provided by law or in equity or by any statute, or otherwise, shall be cumulative and may be pursued concurrently or successively. Grantor, for itself and all who claim under it, waives to the extent that it lawfully may, all right to have the Property marshalled upon any sale or foreclosure hereunder. No delay or omission of Trustee or Lender to exercise any right, power or remedy shall impair any such right, power or remedy, or shall be construed to be a waiver of any default or any acquiescence therein. No delay or omission on the part of Lender to exercise any option granted for acceleration of the maturity of the Secured Indebtedness or for foreclosure following any default or any other option granted to Lender hereunder in any one or more instances, or tender to and/or acceptance by Lender of any partial payment on account of Grantor's or Debtor's obligations shall constitute a waiver of any such default or operate to rescind any such acceleration and each such option shall remain continuously in full force and effect.

13. **Hold Harmless.** Grantor shall save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees and costs incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which Lender and/or Trustee may be or become a party by reason of this Deed of Trust, including, but not limited to, condemnation, bankruptcy, probate and administration proceedings, as well as any of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms or priority of this Deed of Trust, and all money paid or expended by Lender or Trustee in that regard, together with interest thereon from date of such payment at the highest rate of interest being charged on the Secured Indebtedness (but in no event higher than the rate or rates permitted under applicable law), shall be immediately and without notice due and payable by Grantor, shall become a part of the Secured Indebtedness and shall be recoverable as such in all respects.
14. **Trustee's Authority.** Trustee or any person acting in its stead shall have, at its discretion, authority to employ all proper agents and attorneys in the execution of this Deed of Trust, and pay for such services rendered out of the proceeds of the sale of the Property, should any be realized; and if no sale be made, then Grantor hereby undertakes and agrees to pay to Trustee the cost of such services rendered. If from time to time more than one Trustee or substitute Trustee shall have been appointed, then any one Trustee or substitute Trustee may act for all such Trustees and/or Substitute Trustee(s).
15. **Governing Law.** This Deed of Trust, without regard for the place of contract, advance of funds or payment, shall be governed, construed and enforced according to the laws of the state of North Carolina.
16. **Severability of Provisions.** In the event any one or more of the provisions of this Deed of Trust or of the Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event any one or more of the provisions of this Deed of Trust or of the Note operate or would prospectively operate to invalidate this Deed of Trust, then and in any of those events, at the option of Lender, such provision or provisions shall be severable and shall not affect any other provision of this Deed of Trust or of the Note or the validity of Grantor's or Debtor's other obligations and the remaining provisions of this Deed of Trust or of the Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.
17. **Waiver of Notice of Future Advances and Consent to Extensions, Modifications and Release.** If Grantor (or any one or more of the parties constituting Grantor) is not the Debtor, then Grantor expressly (a) waives notice of any and all loans and/or advances made from time to time during the continuance of this Deed of Trust by the Lender to Debtor (or any one or more of the parties constituting Debtor); (b) agrees that modifications of the terms of the Note, including without limitation, modifications extending the term for payment or adjusting the interest rate applicable to the Secured Indebtedness, may be made from time to time between Lender and Debtor without notice or consent of Grantor; (c) agrees that Lender, without notice to or further consent of Grantor, may grant extensions of time and other indulgences to and renew any of the obligations of Debtor without regard to the number and length of such extensions, renewals or other indulgences. Grantor further agrees that Lender without notice to or further consent of Grantor, may release or discharge any persons who are or may be liable for the payment of the Note or release or discharge any collateral for payment of the Secured Indebtedness and that any such release or discharge shall not alter, modify, release or limit the liability of Grantor (or any one or more of the parties constituting

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Grantor) or the validity or the enforceability of this Deed of Trust; and (d) agrees that Lender may exercise its rights under this Deed of Trust prior to taking any action against the Debtor.

18. **Release of Deed of Trust.** Upon payment of the Secured Indebtedness and the performance of all the covenants and conditions, Trustee and/or Lender shall release and discharge, at the expense of the Grantor if permitted by law, this Deed of Trust and the liens, security interests and assignments created by this Deed of Trust.
19. **Time is of the Essence.** Time shall be of the essence for each and every provision of the Note, this Deed of Trust and all other documents, agreements and contracts evidencing, securing or governing the obligations secured hereby.
20. **References; Applicability.** All references in the foregoing covenants to Lender shall apply equally to any subsequent holder or assignee of the Note.
21. **Titles.** The titles contained in this Deed of Trust are for reference purposes only and shall not affect the meaning or interpretation of this Deed of Trust.
22. **Designations.** In any designation hereunder, the use of one gender shall include any other gender wherever the same may be appropriate, and the plural shall be substituted for the singular or the singular substituted for the plural in any place in which the context may require such substitution.
23. **Riders to this Deed of Trust.** The terms and conditions of any rider executed by Grantor and recorded together with this Deed of Trust shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider is a part of this Deed of Trust. ☐ a Hypothecation is attached to this Deed of Trust. ☒ a Variable rate exhibit is attached to this Deed of Trust. ☐ a Planned Unit Development/Condominium Rider is attached to this Deed of Trust.
24. **Transfer of Loan.** Lender may, at any time, sell, transfer or assign the Deed of Trust, Note and any related loan documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, or investor in such Securities or any Rating Agency (as hereinafter defined) rating such Securities (collectively, the "Investor") and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Grantor or Debtor, any loan to Grantor or Debtor, any guarantor or the Property, whether furnished by Grantor or Debtor, any guarantor or otherwise, as Lender determines necessary or desirable. The term "Rating Agency" shall mean each statistical rating agency that has assigned a rating to the Securities.
25. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:
  - a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
  - b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Signature(s) of Grantor(s)

Silver Lake Property, LLC, a North Carolina  
limited liability companyBy: 

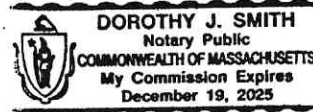
Name: Hae-Chan Park

Title: Member/Manager

STATE OF ~~NORTH CAROLINA~~ <sup>Massachusetts</sup> )COUNTY OF Essex )

I certify that the following person(s) personally appeared before me this day; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name(s) of principal(s): Hae-Chan Park, as Member/Manager of Silver Lake Property, LLC

Witness my hand and official seal, this the 10<sup>th</sup> day of February, 2022.  
Official Signature of NotaryDorothy J. Smith  
Notary's Printed or Typed NameMy Commission Expires: 12/19/2025



## Exhibit "A"

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.68' to an existing 3/4" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a

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distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2016.

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VARIABLE RATE RIDER

The Note that is secured by this Deed of Trust contains the following language:

The interest rate on this Note will fluctuate. The initial interest rate is 5.00% per year. This initial rate is the Prime Rate in effect on the first business day of the month in which SBA received the loan application, plus 1.75%. The initial interest rate must remain in effect until the first change period begins unless changed in accordance with SOP 50 10.

Borrower must pay a total of 6 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payments must be made on the first calendar day in the months they are due.

Borrower must pay principal and interest payments of \$11,186.02 every month, beginning seven months from the month this Note is dated; payments must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted every calendar quarter (the "change period") beginning April 1, 2022 (date of first rate adjustment).

The "Prime Rate" is the Prime Rate in effect on the first business day of the month (as published in the Wall Street Journal newspaper) in which SBA received the application, or the first day of the month in which any interest rate change occurs. Base Rates will be rounded to two decimal places with .004 being rounded down and .005 being rounded up.

The adjusted interest rate will be 1.75% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

The interest rate identified in the Note may not be changed during the life of the Loan unless changed in accordance with SOP 50 10.

The interest rate adjustment period may only be changed in accordance with SOP 50 10.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.



This document presented and filed:  
02/11/2022 04:26:51 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC

**Assignment of Rents, Profits And Leases**

**This instrument prepared by, and after recordation to be returned to:**

Sean M. Phelan, Esquire  
Nexsen Pruet, PLLC  
227 West Trade Street, Suite 1550  
Charlotte, NC 28202

**Address for purpose of notice to Trustee or Dogwood State Bank:**

Dogwood State Bank  
Attn: Alicia McKenzie  
10130 Mallard Creek Rd.  
Bldg 2, Suite 232  
Charlotte, NC 28262

This Assignment dated as of February 10, 2022, Silver Lake Property, LLC (collectively, the "Assignor" and "Grantor" for indexing purposes) to Dogwood State Bank its present and future affiliates and their successors and assigns ("Lender") provides as follows:

**A. Recitals.**

1. The Assignor is the record owner of certain premises located in **Hyde County, North Carolina** at 349, 395 and 410 Irvin Garrish Highway, Ocracoke, North Carolina 27960 (the "Property") described on attached Exhibit A.
2. Lender is the beneficiary of a mortgage or deed of trust (the "Security Instrument") on the Property recorded immediately prior to this instrument (or if not recorded immediately prior hereto, recorded in the land records of the above jurisdiction on February 11, 2022, in Book 294, in/at Page 492).
3. As security for the obligations secured by the Security Instrument and any modifications replacements, and amendments thereof, and the performance of the terms, covenants and conditions therein, the Assignor gives to Lender this Assignment.

**B. Assignment.** In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over unto Lender all the right, title and interests of Assignor in and to (i) all rents, issues, profits, revenues, royalties, rights and benefits now due or subsequently to become due (collectively, the "Rents") from the Property, and (ii) all existing and future leases (collectively, the "Leases") of the Property, or any part thereof, whether written or verbal. The term "Leases" shall include all amendments, renewals and extensions thereof and all guaranties of lessee's performance thereunder.

**C. Covenants.** Assignor and Lender further agree as follows:

1. Assignor's License. Notwithstanding any contrary provisions contained in the Security Instrument and until revoked by Lender pursuant to the terms of this Assignment, the Assignor shall have a license to manage and operate the Property, and to collect, receive and apply for its own account all Rents arising from the Property as they become due, but not in

*REC*

BOOK 294 PAGE 513 (7)

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This document presented and filed:  
02/11/2022 04:26:52 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC

**This instrument prepared by:**

Sean M. Phelan, Esquire  
Nexsen Pruet, PLLC  
227 West Trade Street, Suite 1550  
Charlotte, NC 28202

**Address for purpose of notice to Dogwood State Bank:**

Dogwood State Bank  
Attn: Alicia McKenzie  
10130 Mallard Creek Rd.  
Bldg 2, Suite 232  
Charlotte, NC 28262

**SUBORDINATION AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, is made as of February 10, 2022, for benefit of Dogwood State Bank, Attn: Alicia McKenzie, 10130 Mallard Creek Rd., Bldg 2, Suite 232, Charlotte, NC 28262 ("Lender"), by Silver Lake Property, LLC, with a principal place of business at 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960 (hereinafter referred to as the "Landlord"), and Silver Lake Park, LLC and Jolly Rogers Ocracoke, LLC with a principal place of business at 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960 and 410 Irvin Garrish Highway, Ocracoke, North Carolina 27960 ("Tenant").

**WITNESSETH:**

WHEREAS, Tenant has entered into a certain lease ("Lease") covering premises located at 349, 395 and 410 Irvin Garrish Highway, Ocracoke, North Carolina 27960 and more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

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WHEREAS, Lender has made a **One Million Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$1,975,000.00)** Loan (the "Loan") to **Silver Lake Property, LLC, Silver Lake Park, LLC and Jolly Rogers Ocracoke, LLC** as evidenced by a Note dated of even date herewith, in favor of Lender (the "Note") and secured by a Deed of Trust or Mortgage dated of even date herewith (the "Deed of Trust") and Assignment of Leases and Rents (the "Assignment of Leases and Rents"), encumbering, inter alia, the Premises; and

WHEREAS, it is a condition precedent to obtaining the Loan that the Deed of Trust and the Assignment of Leases and Rents be a lien or charge upon the Premises unconditionally prior and superior to the Lease and the leasehold interest of Tenant pursuant to the Lease; and

WHEREAS, Tenant acknowledges that the Deed of Trust and the Assignment of Leases and Rents, when recorded, will constitute a lien or charge upon the Premises which is unconditionally prior and superior to the Lease and the leasehold interest of Tenant thereunder; and

WHEREAS, as consideration for the Loan, Lender has requested that Landlord and Tenant enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the rights, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Deed of Trust and the Assignment of Leases and Rents and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof.
2. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender, its successors or assigns, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof.
3. Tenant agrees with Lender that, regardless of whether or not the interests of Landlord in the Premises shall be transferred to or owned by Lender by reason of foreclosure or other proceedings brought by the Lender, or in any other manner, nevertheless, in the event that the Lender shall at any time exercise the Lender's rights pursuant to the Assignment of Leases and Rents, Tenant shall be bound to Lender, its successors or assigns, under all of the terms, covenants and conditions of the Lease from the time that the Tenant receives written notice from the Lender of the Lender's exercise of such rights, and for the balance of the term of the Lease, unless earlier relinquished by the Lender. Landlord, by the execution and delivery of the Assignment of Leases and Rents, and pursuant hereto, expressly consents to the Tenant's attornment to the Lender pursuant to this paragraph, and covenants not to counterpose, hinder or impede Tenant's performance hereunder.
4. Tenant agrees that Lender shall not be liable for any act or omission of any prior landlord, or subject to any offsets or defenses which Tenant might have against any prior landlord, nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current monthly rent to any prior landlord nor shall it be bound by an amendment or modification of the Lease without its consent. Lender shall have no personal liability under the Lease.
5. So long as the Deed of Trust remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of the Landlord shall have been forfeited or adversely affected because of any default of

the Landlord, or within the time permitted the Landlord for curing any default under the Lease as therein provided, Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs or improvements, make any deposits or do any other act or thing required of the Landlord by the terms of the Lease; and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of the Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the Landlord.

6. Landlord and Tenant hereby certify to Lender that the Lease has been duly executed by Landlord and Tenant and is in full force and effect; that the Lease and any modifications and amendments specified herein are a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Premises, and the Lease has not been modified or amended except as specified herein; that to the knowledge of Landlord and Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder.

7. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election or demand.

For the purpose of this Agreement:

The address of Lender is: 10130 Mallard Creek Rd., Bldg 2, Suite 232, Charlotte, NC 28262

The address of the Tenant is: 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960 and 410 Irvin Garrish Highway, Ocracoke, North Carolina 27960

The address of the Landlord is: 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successor and assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

## LANDLORD

Silver Lake Property, LLC, a North Carolina  
limited liability company

By: [Signature]  
Name: Hae-Chan Park  
Title: Member/Manager

Massachusetts  
STATE OF ~~NORTH CAROLINA~~ )  
COUNTY OF Essex )

I certify that the following person(s) personally appeared before me this day; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

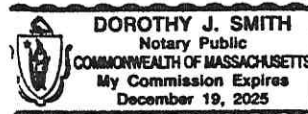
Name(s) of principal(s): Hae-Chan Park, as Member/Manager of Silver Lake Property, LLC

Witness my hand and official seal, this the 10<sup>th</sup> day of February, 20 22.

[Signature]  
Official Signature of Notary

Dorothy J. Smith  
Notary's Printed or Typed Name

My Commission Expires: 12/19/2025





## TENANT

Silver Lake Park, LLC, a North Carolina limited liability company

By: [Signature]  
Name: Hae-Chan Park  
Title: Member/Manager

Jolly Rogers Ocracoke, LLC, a North Carolina limited liability company

By: [Signature]  
Name: Hae-Chan Park  
Title: Member/Manager

STATE OF Massachusetts )  
~~NORTH CAROLINA~~ )  
COUNTY OF Essex )

I certify that the following person(s) personally appeared before me this day; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

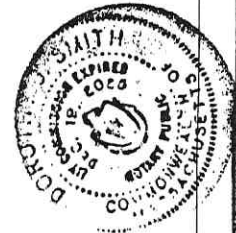
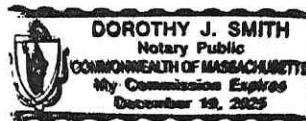
Name(s) of principal(s): Hae-Chan Park, as Member/Manager of Silver Lake Park, LLC and Jolly Rogers Ocracoke, LLC

Witness my hand and official seal, this the 10<sup>th</sup> day of February, 2022.

[Signature]  
Official Signature of Notary

Dorothy J. Smith  
Notary's Printed or Typed Name

My Commission Expires: 12/19/2025



## EXHIBIT A

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.68' to an existing ¾" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 88J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.85' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1½" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a

yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2018.

Property address: 349, 395 & 410 Irvin Garrish Hwy, Ocracoke, NC 27960

BOOK 294 PAGE 513 (7)

410272



This document presented and filed:  
02/11/2022 04:26:52 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC

**This instrument prepared by:**

Sean M. Phelan, Esquire  
Nexsen Pruet, PLLC  
227 West Trade Street, Suite 1550  
Charlotte, NC 28202

**Address for purpose of notice to Dogwood State Bank:**

Dogwood State Bank  
Attn: Alicia McKenzie  
10130 Mallard Creek Rd.  
Bldg 2, Suite 232  
Charlotte, NC 28262

**SUBORDINATION AND ATTORNMENMENT AGREEMENT**

THIS AGREEMENT, is made as of February 10, 2022, for benefit of Dogwood State Bank, Attn: Alicia McKenzie, 10130 Mallard Creek Rd., Bldg 2, Suite 232, Charlotte, NC 28262 ("Lender"), by Silver Lake Property, LLC, with a principal place of business at 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960 (hereinafter referred to as the "Landlord"), and Silver Lake Park, LLC and Jolly Rogers Ocracoke, LLC with a principal place of business at 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960 and 410 Irvin Garrish Highway, Ocracoke, North Carolina 27960 ("Tenant").

**WITNESSETH:**

WHEREAS, Tenant has entered into a certain lease ("Lease") covering premises located at 349, 395 and 410 Irvin Garrish Highway, Ocracoke, North Carolina 27960 and more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

28821691-08

WHEREAS, Lender has made a One Million Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$1,975,000.00) Loan (the "Loan") to Silver Lake Property, LLC, Silver Lake Park, LLC and Jolly Rogers Ocracoke, LLC as evidenced by a Note dated of even date herewith, in favor of Lender (the "Note") and secured by a Deed of Trust or Mortgage dated of even date herewith (the "Deed of Trust") and Assignment of Leases and Rents (the "Assignment of Leases and Rents"), encumbering, inter alia, the Premises; and

WHEREAS, it is a condition precedent to obtaining the Loan that the Deed of Trust and the Assignment of Leases and Rents be a lien or charge upon the Premises unconditionally prior and superior to the Lease and the leasehold interest of Tenant pursuant to the Lease; and

WHEREAS, Tenant acknowledges that the Deed of Trust and the Assignment of Leases and Rents, when recorded, will constitute a lien or charge upon the Premises which is unconditionally prior and superior to the Lease and the leasehold interest of Tenant thereunder; and

WHEREAS, as consideration for the Loan, Lender has requested that Landlord and Tenant enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the rights, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Deed of Trust and the Assignment of Leases and Rents and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof.

2. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender, its successors or assigns, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof.

3. Tenant agrees with Lender that, regardless of whether or not the interests of Landlord in the Premises shall be transferred to or owned by Lender by reason of foreclosure or other proceedings brought by the Lender, or in any other manner, nevertheless, in the event that the Lender shall at any time exercise the Lender's rights pursuant to the Assignment of Leases and Rents, Tenant shall be bound to Lender, its successors or assigns, under all of the terms, covenants and conditions of the Lease from the time that the Tenant receives written notice from the Lender of the Lender's exercise of such rights, and for the balance of the term of the Lease, unless earlier relinquished by the Lender. Landlord, by the execution and delivery of the Assignment of Leases and Rents, and pursuant hereto, expressly consents to the Tenant's attornment to the Lender pursuant to this paragraph, and covenants not to counterpose, hinder or impede Tenant's performance hereunder.

4. Tenant agrees that Lender shall not be liable for any act or omission of any prior landlord, or subject to any offsets or defenses which Tenant might have against any prior landlord, nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current monthly rent to any prior landlord nor shall it be bound by an amendment or modification of the Lease without its consent. Lender shall have no personal liability under the Lease.

5. So long as the Deed of Trust remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of the Landlord shall have been forfeited or adversely affected because of any default of

the Landlord, or within the time permitted the Landlord for curing any default under the Lease as therein provided, Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs or improvements, make any deposits or do any other act or thing required of the Landlord by the terms of the Lease; and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of the Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the Landlord.

6. Landlord and Tenant hereby certify to Lender that the Lease has been duly executed by Landlord and Tenant and is in full force and effect; that the Lease and any modifications and amendments specified herein are a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Premises, and the Lease has not been modified or amended except as specified herein; that to the knowledge of Landlord and Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder.

7. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election or demand.

For the purpose of this Agreement:

The address of Lender is: 10130 Mallard Creek Rd., Bldg 2, Suite 232, Charlotte, NC 28262

The address of the Tenant is: 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960 and 410 Irvin Garrish Highway, Ocracoke, North Carolina 27960

The address of the Landlord is: 395 Irvin Garrish Highway, Ocracoke, North Carolina 27960

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successor and assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

LANDLORD

Silver Lake Property, LLC, a North Carolina  
limited liability company

By: [Signature]  
Name: Hae-Chan Park  
Title: Member/Manager

Massachusetts  
STATE OF ~~NORTH CAROLINA~~ )  
 )  
COUNTY OF Essex )

I certify that the following person(s) personally appeared before me this day; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

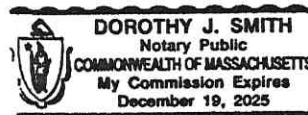
Name(s) of principal(s): Hae-Chan Park, as Member/Manager of Silver Lake Property, LLC

Witness my hand and official seal, this the 10<sup>th</sup> day of February, 20 22.

[Signature]  
Official Signature of Notary

Dorothy J. Smith  
Notary's Printed or Typed Name

My Commission Expires: 12/19/2025





## TENANT

Silver Lake Park, LLC, a North Carolina limited liability company

By: [Signature]  
Name: Hae-Chan Park  
Title: Member/Manager

Jolly Rogers Ocracoke, LLC, a North Carolina limited liability company

By: [Signature]  
Name: Hae-Chan Park  
Title: Member/Manager

Massachusetts  
STATE OF ~~NORTH CAROLINA~~ )  
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I certify that the following person(s) personally appeared before me this day; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

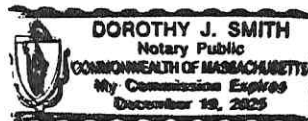
Name(s) of principal(s): Hae-Chan Park, as Member/Manager of Silver Lake Park, LLC and Jolly Rogers Ocracoke, LLC

Witness my hand and official seal, this the 10<sup>th</sup> day of February, 20 22.

[Signature]  
Official Signature of Notary

Dorothy J. Smith  
Notary's Printed or Typed Name

My Commission Expires: 12/19/2025



## EXHIBIT A

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.88' to an existing  $\frac{3}{4}$ " rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 58.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a

yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2018.

Property address: 349, 395 & 410 Irvin Garrish Hwy, Ocracoke, NC 27960

# HYDE COUNTY HEALTH DEPARTMENT

POST OFFICE BOX 100

AUG 3 1993 SWAN QUARTER, NORTH CAROLINA 27885 147521

TELEPHONE: 919-926-3561

Linda Mayo, Health Administrator

Permit No. 16

## WASTE WATER COLLECTION, TREATMENT AND SUBSURFACE DISPOSAL SYSTEM OPERATION PERMIT

In accordance with the provisions of Article 11 of Chapter 130A, General Statutes of North Carolina as amended, and other applicable Laws and Rules

Permission is hereby granted to **Edward and Jean Wroblewski**, Hyde County for the operation of a Type **Vb** wastewater collection, treatment, and disposal system to serve: **Silver Lake Motel** pursuant to 15A NCAC 18A .1900 et seq. and in conformity with the application, improvement permit, and other supporting data subsequently filed and approved by the Hyde County Health Department and considered a part of this permit.

Facilities to be served:

Motel with 12 two-bedroom efficiencies and three motel rooms (3240 gpd)

The approved wastewater collection, treatment and disposal system consists of:

Septic tank, pump tank, effluent dosing tank, grease trap, recirculating sand filter, final disposal to a low pressure pipe field.

The owner shall be subject to all applicable provisions of Article 11 of Chapter 130A of the General Statutes and 15A NCAC 18A .1900 et seq. The owner is especially referred to rules .1935 (29,31), .1937 (d,e), .1938 (g), .1945 (a,b), .1950 (a through i), .1961 (a through d), .1965, .1967, and .1968.

The owner shall also be subject to the following specified conditions and limitations:

**I. GENERAL CONDITIONS**

147522

1. This permit is effective only with respect to the number and type of proposed facilities and volume and nature of wastes specified.
2. In the event that the system fails to perform satisfactorily, including the creation of nuisance conditions, the owner shall notify the Hyde County Health Department and take immediate action to correct the problem as directed by the Department.
3. This permit may become suspended or revoked if the soils fail to adequately absorb and treat the wastes of if the system is not maintained and operated as designed. The system must be operated and maintained in a manner which will not create a public health hazard or nuisance by surfacing of effluent or discharge directly into ground water or surface water any time during the operation of the system.
4. Diversion or bypassing of the untreated waste water from the system is expressly prohibited.
5. The issuance of this permit shall not relieve the owner of the responsibility for damages to surface or ground waters resulting from the operation of this system. Neither does the issuance of this permit exempt the owner from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.
6. An annual administering and compliance fee may be established by the Hyde County Board of Health.
7. Prior to the transfer of this land to a new owner, a notice shall be given to the new owner that gives full details about the system and the materials applied or incorporated at this site.
8. The designated repair area shall be reserved for the installation of additional nitrification fields and is not to be covered with structures or impervious materials.
9. No addition, expansion, alteration or other repairs shall be made to the waste water system without first obtaining an Improvement Permit from the Hyde County Health Department in accordance with GS 130A-336.
10. Failure to abide by the conditions and limitations contained in this permit may subject the owner to an enforcement action in accordance with North Carolina General Statute 130A-18, 130A-22C, 130A-23, and/or 130A-25.

**II. OPERATION AND MAINTENANCE REQUIREMENTS**

1. The owner shall maintain a contract with a subsurface sewage system operator who is currently certified by the Water Pollution Control System Operators Certification Commission to maintain this system. Verification of any changes to the contract currently on file shall be submitted in writing to the Hyde County Health Department. This system is required to be inspected by the certified operator at a minimum frequency of twelve times yearly or as otherwise specified by Rule .1961 (b) and the Hyde County Health Department.
2. The owner shall keep the plumbing system in the facility in good repair and eliminate leaks, drips, or excess flows as they are found. Use of ultra low flow fixtures and conservative water use practices is highly recommended.
3. Non-biodegradable products (plastics, metals, etc.), chemicals (disinfectants, drain cleaners, acids, alkalines, pesticides, petroleum products, etc.), or grease shall not be discharged into the septic system.
4. Surface and subsurface water shall be diverted away from the tanks and drain field. Outlets on diversion ditches and tile drainage tubes shall be kept open and free flowing.
5. The septic tank and grease trap (if present) shall be inspected at least monthly for leakage, blockage of influent/effluent lines, structural integrity, condition of baffle and tee, condition of risers if present, scum and solid levels, and effluent clarity.

Solids shall be removed from the entire tank before the solids depth exceeds 1/3 of the liquid depth in the inlet (first) compartment, and as otherwise determined to be

needed by the operator and the health department.

147523

6. The dosing tank shall be inspected at least monthly for leakage, structural integrity, condition of riser(s), solid levels and effluent clarity. Solids shall be removed when solids are removed from the septic tank and when the solids level are up to the pump or siphon intake level. Solids accumulation on the pump or siphon and floats shall be removed by hosing.

Pumps and electrical controls shall be inspected at least monthly for pump presence and proper automatic functioning, floats/pipe/control valves/union/anti-siphon hole in proper working condition, control panel/electrical connections properly maintained and operational, high water alarm present and operating properly.

7. The septage generated from this system shall be disposed of in accordance with Article 9 of Chapter 130A 15A NCAC 13B et seq. and in a manner approved by the North Carolina Division of Solid Waste Management.

8. The ground absorption field: A suitable vegetative cover shall be maintained on the drain field. Keep grass mowed (most grasses should be maintained at a height of 2-4 inches; maximum height shall not exceed 10 inches), and free of weeds and brush. Lightweight mowers shall be used for cutting grass. Clippings shall be removed as needed to prevent thatch buildup. Woody growth shall be eliminated by hand cutting and/or application of herbicides (applied as specified by the Cooperative Extension Service) as often as necessary. Dead trees shall be removed by cutting at or near ground level. Stumps shall not be removed.

No vehicular or equipment traffic, with the exception of lightweight mowing equipment, shall be allowed on the ground absorption field. Tillage (gardening), excavation or other soil disturbance over the ground absorption fields shall not be permitted.

9. Low pressure lateral lines shall be purged of solids at least two (2) times per year using potable water directly or added into the dosing tank. If the operator and health department determine purging is needed more or less frequently, then a new schedule shall be implemented.

Pressure on the distribution lines shall be checked and adjusted in accordance with design pressures after each purging.

Pump drawn down level (between on-float and off-float) and approximate dosing volume shall be measured at least twice yearly, and pump delivery rate measured after each purging and pressure head adjusted.

The owner shall be responsible for assuring any broken pipe, lateral end caps or clean outs are repaired within 48 hours of becoming aware of such a problem. Condition of all pipe shall be evaluated by the operator during each inspection.

### III. MONITORING AND REPORTING REQUIREMENTS

1. Any monitoring deemed necessary by the Hyde County Health Department to insure proper performance of the system shall be performed. The initial monitoring requirements are as follows:
  - a. **Water usage:** Record water meter reading (if present) during each inspection.
  - b. **Pump flow rate:** Record elapsed time clock and/or cycle counter reading (if present) during each inspection.
  - c. **Waste water delivery rate:** Record rate measured at above referenced frequency.
2. A record shall also be maintained documenting each site visit by the operator, including visual observations of all system components, and all maintenance activities (broken pipe or pump replacement, solids removal from tanks or laterals, pressure adjustments, etc.).
3. A monitoring report, including all required records signed by the operator, shall be submitted on or before the last day of the month following each six month period after permit issuance to the following address:

Hyde County Health Department  
Environmental Health Division  
PO Box 100  
Swan Quarter, NC 27885

ATTENTION: PME

4. Non-compliance notification: The owner/operator shall report by telephone to the Hyde County Health Department (phone number 919-926-3561) as soon as possible, but in any case no more than 48 hours upon finding the system is malfunctioning by the surfacing or back-up of effluent, discharging directly into groundwater or surface water, or when repairs are needed in accordance with GS 130A-334 (9) (a) and 15A NCAC 18A .1961 (c).

PERMIT ISSUED THIS 14 DAY OF Jan, 19 93.

147524

Hyde County Health Department, Environmental Health Division

Ernie Nichols Ricky W Gibbs  
Environmental Health Specialist

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

I, Diana W. Blond, a Notary Public of the County of PITT, State of North Carolina, do hereby certify that Ernie Nichols and Ricky W Gibbs personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and Notarial Seal, this the 14th day of January, 1993.

Diana W. Blond  
[Notary Public]  
PITT  
PUBLIC  
N.C.

My commission expires June 20, 1995 (date)

Being the owner of the above described sewage disposal system, I have read and do agree to the conditions contained here within Jan Wroblewski

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

I, Sean M. Fletcher, a Notary Public of the County of Hyde, State of North Carolina, do hereby certify that Jan Wroblewski + Edward L. Wroblewski personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and Notarial Seal, this the 6th day of May, 1993.

Sean M. Fletcher  
[Notary Public]

My commission expires: 8-13-93 (date)



147/525

FILED

93 AUG 2 PM 3 28

LORA E. MOONEY  
REGISTER OF DEEDS  
HYDE COUNTY, N.C.

Indexed

Grantor ☒ Grantee ☒NORTH CAROLINA  
HYDE COUNTY

The foregoing certificate of Diana W. Bland, a Notary Public of the County of Pitt, State of North Carolina, and of Lora M. Byrd, a Notary Public of the County of Hyde, State of North Carolina, together with their Notarial Seals attached are certified to be correct. This instrument was presented for registration and recorded in Real Estate Book 147, Page 521.

The the 2nd day of Aug, 1993, at 3:28 o'clock, P.M.Lora M. Byrd  
Register of Deeds  
Hyde County, North CarolinaBy: Martha L. Spencer  
Asst.



**HYDE COUNTY HEALTH DEPARTMENT  
WASTEWATER COLLECTION, TREATMENT AND  
SUBSURFACE DISPOSAL SYSTEM  
OPERATION PERMIT #237**

In accordance with the provisions of Article 11 of Chapter 103A, General Statutes of North Carolina as amended, and other applicable Laws and Rules

**PERMISSION IS HEREBY GRANTED TO**

**Wrobleski Estate  
DBA Jolly Roger Pub & Marina/Silver Lake Inn**

**HYDE COUNTY  
FOR THE**

operation of Type Vb wastewater collection, treatment, and disposal system to serve: **120 seat restaurant; Motel with 7 efficiencies, 1 @ 2bdr suite, and 12 motel rooms** pursuant to 15A NCAC 18a. 1900 et seq. and in conformity with the application, improvement permit, and other supporting data subsequently filed and approved by the Hyde County Health Department and considered a part of this permit. The approved wastewater collection, treatment and disposal system consists of:

**1000 gallon grease trap at Jolly Roger Pub; 4" gravity sewer from Pub to 800 gallon raw sewage lift station across Hwy 12; 6000 gallon septic tank/grease trap; 6000 gallon recirculation/pump tank; 1575 sq.ft. sand filter; 2 @ 1520 sq.ft. LPP drainfields; associated control panels in NEMA 4X enclosures with audible/visible alarms.**

The owner shall be subject to all applicable provisions of Article 11 of Chapter 130A of the General Statutes and 15A NCAC 18a. 1900 et seq. The Owner is especially referred to Rules .1935(29,31), .1937(d,e), .1938(g), .1945(a,b), .1950(a through i), .1961(a through d), .1965, .1967 and .1968. The Owner shall also be subject to the following specified conditions and limitations:

**WASTEWATER COLLECTION  
OPERATION PERMIT #237  
PAGE 2**

**I. GENERAL CONDITIONS**

1. This permit is effective only with respect to the number and type of proposed facilities and volume and nature of wastes specified.
2. In the event that the system fails to perform satisfactorily, including the creation of nuisance conditions, the Owner shall notify the Hyde County Health Department and take immediate action to correct the problem as directed by the Department.
3. This permit may become suspended or revoked if the soils fail to adequately absorb and treat the wastes or if the system is not maintained and operated as designated. The system must be operated and maintained in a manner which will not create a public health hazard or nuisance by surfacing of effluent or discharge directly into groundwater or surface water any time during the operation of the system.
4. Diversion or bypassing of the untreated wastewater from the system is expressly prohibited.
5. The issuance of this permit shall not relieve the Owner of the responsibility for damages to surface or groundwater resulting from the operation of this system. Neither does the issuance of this permit exempt the Owner from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.
6. Prior to the transfer of this land to a new Owner, a notice shall be given to the new Owner that gives full details about the system and the materials supplied or incorporated at this time.
7. The designated repair area shall be reserved for the installation of additional nitrification fields and is not to be covered with structures of impervious materials.
8. No addition, expansion, alteration or other repairs shall be made to the wastewater system without first obtaining an Improvement Permit from the Hyde County Health Department in accordance with GS 130a-336.
9. Failure to abide by the conditions and limitations contained in this permit may subject the Owner to an enforcement action in accordance with North Carolina General Statute 130A-18, 130A-22C, 130A-23, and/or 130A-25.

**WASTEWATER COLLECTION  
OPERATION PERMIT #237  
PAGE 3**

**II. OPERATION AND MAINTENANCE REQUIREMENTS**

1. The Owner shall maintain a contract with an operator who holds a Subsurface Operator Certificate certified by the Water Pollution Control System Operators Certification Commission to maintain this system. Verification of any changes to the contract currently on file shall be submitted in writing to the Hyde County Health Department. This system is required to be inspected by the certified operator at a minimum frequency of monthly while open for business or as otherwise specified by Rule .1961(b) and the Hyde County Health Department.
2. The Owner shall keep the plumbing system in the facility in good repair and eliminate leaks, drips, or excess flows as they are found. Use of ultra low flow fixtures and conservative water use practices shall be implemented.
3. Non-biodegradable products (plastics, metals, etc.), chemicals (disinfectants, drain cleaners, acids, alkalines, pesticides, petroleum products, etc.), or grease shall not be discharged into the septic system.
4. Surface water shall be diverted away from the tanks and drainfield. Diversion ditches shall be kept open and free flowing.
5. The septic tank and grease trap (if present) shall be inspected at least monthly while open for business for leakage, blockage of influent/effluent lines, structural integrity, condition of baffle and tee (or filter), conditions of risers if present, scum and solids. Solids shall be removed from the entire tank before the solids depth exceeds 1/3 of the liquid depth in the inlet (first) compartment, and as otherwise determined to be needed by the operator and the Health Department.
6. The dosing tanks, (or raw sewage lift station if present), shall be inspected at least monthly while open for business for leakage, structural integrity, condition of riser(s), solid levels and effluent clarity. Solids shall be removed from the pump tank when solids are removed from the septic tank and when the solids level are up to the pump or siphon intake level. Solids accumulation on the pump, pressure bell assembly or floats shall be removed by hosing.

Pumps, floats or pressure bell assembly, electrical controls, and high water alarm shall be inspected at least monthly while open for business for proper automatic functioning. The control valves, union, and anti-siphon hole shall be inspected for proper operation.

**WASTEWATER COLLECTION  
OPERATION PERMIT # 237  
PAGE 4**

7. The septage generated from this system shall be disposed of in accordance with Article 9 or Chapter 130A 15A NCAC 13b et seq. and in a manner approved by the North Carolina Division of Solid Waste Management.
8. The ground absorption field: A suitable vegetative cover shall be maintained on the drainfield. Keep grass mowed (most grasses should be maintained at a height of 2-4 inches; maximum height shall not exceed 10 inches), and free of weeds and brush. Lightweight mowers shall be used for cutting grass. Clippings shall be removed as needed to prevent thatch buildup. Woody growth shall be eliminated by hand cutting and /or application of herbicides (applied as specified by the Cooperative Extension Service) as often as necessary. Vegetative growth shall be removed from the sand filter along with leaf litter.
9. Low Pressure laterals lines shall be purged of solids at least monthly while open for business using potable water directly or added into the dosing tank. If the operator and Health Department determine purging is needed more or less frequently, then a new schedule shall be implemented.

Pressure on the distribution lines shall be checked and adjusted in accordance with design pressures after each purging for the sand filter and lpp drainfield.

Pump drawn down level and approximate dosing volume shall be measured at least monthly while open for business and pump delivery rate measured after each purging and pressure head adjustment.

The owner shall be responsible for assuring any broken pipe, lateral end caps or clean outs are repaired within 48 hours of becoming aware of such a problem. Condition of all pipe shall be evaluated by the operator during each inspection.

10. Use water conserving measures whenever possible. Try to equalize water usage by spreading out laundry loads throughout the week.

**III. MONITORING AND REPORTING REQUIREMENTS**

1. A record shall also be maintained documenting each site visit by the operator, including visual observations of all systems components, and all maintenance activities (broken pipe or pump replacement, solids removal from tanks or laterals, pressure adjustments, etc.).

**WASTEWATER COLLECTION  
OPERATION PERMIT #237  
PAGE 5**

**III. MONITORING AND REPORTING REQUIREMENTS (Contd.)**

2. A monitoring report, including all required records signed by the operator, shall be submitted on or before the last day of the month following each six month period after permit issuance to the following address:

**Hyde County Health Department  
Environmental Health Division  
P.O. Box 100  
Swan Quarter, NC 27885  
ATTENTION: PME**

3. Non-compliance notification: The Owner/Operator shall report by telephone to the Hyde County Health Department, phone number (252) 926-4380, as soon as possible, but in no case more than 48 hours upon finding the system is malfunctioning by the surfacing or backup of effluent, discharging directly into groundwater or surface water, or when repairs are needed or in accordance with GS 130a-334(9) (A) and 15A NCAC 18A .1961(c).

PERMIT ISSUED THIS THE 25 DAY OF February, 2014.

**HYDE COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH DIVISION**

 REHS

**REGISTERED ENVIRONMENTAL HEALTH SPECIALIST**

**WASTEWATER COLLECTION  
OPERATION PERMIT #237  
PAGE 6**

**STATE OF NORTH CAROLINA  
COUNTY OF HYDE**

I, Frances F. Swindell a Notary Public for said County and State, do hereby certify that Hugh Watson personally appeared before me this day and acknowledged the due execution of the foregoing document.

With my hand and Notarial Seal, this the 25th day of



Swindell  
(Notary Public)

10/18/16  
Commission Expires (date)

Being the Owners of the above described sewage disposal system, we have read and do agree to the conditions contained here within.

(Owner) [Signature]

STATE OF North Carolina  
COUNTY OF Hyde

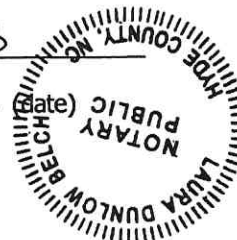
I, Laura Dunlow Belch a Notary Public for said County and State, do hereby certify that Margaret Wroblewski personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and Notarial Seal, this the 21<sup>st</sup> day of March, 2014.

[Signature]  
(Notary Public)

10.13.2018

Commission Expires (date)







**HYDE COUNTY HEALTH DEPARTMENT  
WASTEWATER COLLECTION, TREATMENT AND  
SUBSURFACE DISPOSAL SYSTEM  
OPERATION PERMIT #262**

In accordance with the provisions of Article 11 of Chapter 103A, General Statutes of North Carolina as amended, and other applicable Laws and Rules

**PERMISSION IS HEREBY GRANTED TO**

**Silver-Lake-Property-LLC**

**HYDE COUNTY  
FOR THE**

operation of Type Vb wastewater collection, treatment, and disposal system to serve: **120 seat restaurant; Motel with 7 efficiencies, 1 @ 2bdr suite, and 12 motel rooms** pursuant to 15A NCAC 18a. 1900 et seq. and in conformity with the application, improvement permit, and other supporting data subsequently filed and approved by the Hyde County Health Department and considered a part of this permit. The approved wastewater collection, treatment and disposal system consists of:

**1000 gallon grease trap at Jolly Roger Pub; 4" gravity sewer from Pub to 800 gallon raw sewage lift station across Hwy 12; 6000 gallon septic tank/grease trap; 6000 gallon recirculation/pump tank; 1575 sq.ft. sand filter; 2 @ 1520 sq.ft. LPP drainfields; associated control panels in NEMA 4X enclosures with audible /visible alarms.**

The owner shall be subject to all applicable provisions of Article 11 of Chapter 130A of the General Statutes and 15A NCAC 18a. 1900 et seq. The Owner is especially referred to Rules .1935(29,31), .1937(d,e), .1938(g), .1945(a,b), .1950(a through i), .1961(a through d), .1965, .1967 and .1968. The Owner shall also be subject to the following specified conditions and limitations:

**WASTEWATER COLLECTION  
OPERATION PERMIT #262  
PAGE 2**

**I. GENERAL CONDITIONS**

1. This permit is effective only with respect to the number and type of proposed facilities and volume and nature of wastes specified.
2. In the event that the system fails to perform satisfactorily, including the creation of nuisance conditions, the Owner shall notify the Hyde County Health Department and take immediate action to correct the problem as directed by the Department.
3. This permit may become suspended or revoked if the soils fail to adequately absorb and treat the wastes or if the system is not maintained and operated as designated. The system must be operated and maintained in a manner which will not create a public health hazard or nuisance by surfacing of effluent or discharge directly into groundwater or surface water any time during the operation of the system.
4. Diversion or bypassing of the untreated wastewater from the system is expressly prohibited.
5. The issuance of this permit shall not relieve the Owner of the responsibility for damages to surface or groundwater resulting from the operation of this system. Neither does the issuance of this permit exempt the Owner from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.
6. Prior to the transfer of this land to a new Owner, a notice shall be given to the new Owner that gives full details about the system and the materials supplied or incorporated at this time.
7. The designated repair area shall be reserved for the installation of additional nitrification fields and is not to be covered with structures of impervious materials.
8. No addition, expansion, alteration or other repairs shall be made to the wastewater system without first obtaining an Improvement Permit from the Hyde County Health Department in accordance with GS 130a-336.
9. Failure to abide by the conditions and limitations contained in this permit may subject the Owner to an enforcement action in accordance with North Carolina General Statute 130A-18, 130A-22C, 130A-23, and/or 130A-25.

**WASTEWATER COLLECTION  
OPERATION PERMIT #262  
PAGE 3**

**II. OPERATION AND MAINTENANCE REQUIREMENTS**

1. The Owner shall maintain a contract with an operator who holds a Subsurface Operator Certificate certified by the Water Pollution Control System Operators Certification Commission to maintain this system. Verification of any changes to the contract currently on file shall be submitted in writing to the Hyde County Health Department. This system is required to be inspected by the certified operator at a minimum frequency of monthly while open for business or as otherwise specified by Rule .1961(b) and the Hyde County Health Department.
2. The Owner shall keep the plumbing system in the facility in good repair and eliminate leaks, drips, or excess flows as they are found. Use of ultra low flow fixtures and conservative water use practices shall be implemented.
3. Non-biodegradable products (plastics, metals, etc.), chemicals (disinfectants, drain cleaners, acids, alkalines, pesticides, petroleum products, etc.), or grease shall not be discharged into the septic system.
4. Surface water shall be diverted away from the tanks and drainfield. Diversion ditches shall be kept open and free flowing.
5. The septic tank and grease trap (if present) shall be inspected at least monthly while open for business for leakage, blockage of influent/effluent lines, structural integrity, condition of baffle and tee (or filter), conditions of risers if present, scum and solids. Solids shall be removed from the entire tank before the solids depth exceeds 1/3 of the liquid depth in the inlet (first) compartment, and as otherwise determined to be needed by the operator and the Health Department.
6. The dosing tanks, (or raw sewage lift station if present), shall be inspected at least monthly while open for business for leakage, structural integrity, condition of riser(s), solid levels and effluent clarity. Solids shall be removed from the pump tank when solids are removed from the septic tank and when the solids level are up to the pump or siphon intake level. Solids accumulation on the pump, pressure bell assembly or floats shall be removed by hosing.

Pumps, floats or pressure bell assembly, electrical controls, and high water alarm shall be inspected at least monthly while open for business for proper automatic functioning. The control valves, union, and anti-siphon hole shall be inspected for proper operation.

**WASTEWATER COLLECTION  
OPERATION PERMIT # 262  
PAGE 4**

7. The septage generated from this system shall be disposed of in accordance with Article 9 or Chapter 130A 15A NCAC 13b et seq. and in a manner approved by the North Carolina Division of Solid Waste Management.
8. The ground absorption field: A suitable vegetative cover shall be maintained on the drainfield. Keep grass mowed (most grasses should be maintained at a height of 2-4 inches; maximum height shall not exceed 10 inches), and free of weeds and brush. Lightweight mowers shall be used for cutting grass. Clippings shall be removed as needed to prevent thatch buildup. Woody growth shall be eliminated by hand cutting and /or application of herbicides (applied as specified by the Cooperative Extension Service) as often as necessary. Vegetative growth shall be removed from the sand filter along with leaf litter.

9. Low pressure laterals lines shall be purged of solids at least monthly while open for business using potable water directly or added into the dosing tank. If the operator and Health Department determine purging is needed more or less frequently, then a new schedule shall be implemented.

Pressure on the distribution lines shall be checked and adjusted in accordance with design pressures after each purging for the sand filter and lpp drainfields.

Pump drawn down level and approximate dosing volume shall be measured at least monthly while open for business and pump delivery rate measured after each purging and pressure head adjustment.

The owner shall be responsible for assuring any broken pipe, lateral end caps or clean outs are repaired within 48 hours of becoming aware of such a problem. Condition of all pipe shall be evaluated by the operator during each inspection.

10. Use water conserving measures whenever possible. Try to equalize water usage by spreading out laundry loads throughout the week.

**III. MONITORING AND REPORTING REQUIREMENTS**

1. A written record shall also be maintained documenting each site visit by the operator, including visual observations of all systems components, and all maintenance activities (broken pipe or pump replacement, solids removal from tanks or laterals, pressure adjustments, etc.).

**WASTEWATER COLLECTION  
OPERATION PERMIT #262  
PAGE 5**

**III. MONITORING AND REPORTING REQUIREMENTS (CONT.)**

2. A monitoring report, including all required records signed by the operator, shall be submitted on or before the last day of the month following each six month period after permit issuance to the Hyde County Health Department.
3. Non-compliance notification: The Owner/Operator shall report by telephone to the Hyde County Health Department, phone number (252) 926-4380, as soon as possible, but in no case more than 48 hours upon finding the system is malfunctioning by the surfacing or backup of effluent, discharging directly into groundwater or surface water, or when repairs are needed or in accordance with GS 130a-334(9) (A) and 15A NCAC 18A .1961(c).

PERMIT ISSUED THIS THE 13<sup>TH</sup> DAY OF June, 2016.

**HYDE COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH DIVISION**

*Steph Watson, REHS*

**REGISTERED ENVIRONMENTAL HEALTH SPECIALIST**

WASTEWATER COLLECTION  
OPERATION PERMIT #262  
PAGE 6

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

I, Frances F. Swindell, a Notary Public for said County and State, do hereby certify that Hugh Watson personally appeared before me this day and acknowledged the due execution of the foregoing document.



Witness my hand and Notarial Seal, this the 13<sup>th</sup> day of June

10/18/16  
Commission Expires (date)

Being the Owners of the above described sewage disposal system, we have read and do agree to the conditions contained here within.

(Owners) [Signature]

STATE OF Virginia  
COUNTY OF Fairfax

I, Rasha R. Hakim, a Notary Public for said County and State, do hereby certify that Hae Chan Park personally appeared before me this day and acknowledged the due execution of the foregoing document.

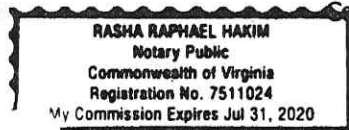
Witness my hand and Notarial Seal, this the 10<sup>th</sup> day of April, 2017.

[Signature]

7/31/2020

(Notary Public)

Commission Expires (date)





This document presented and filed:  
04/25/2017 10:03:51 AM

**NORTH CAROLINA  
COUNTY OF HYDE**

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC  
Excise Tax: \$0.00

## **SEWAGE DISPOSAL SYSTEM RESTRICTIVE COVENANT**

Memorandum of Agreement entered into the 16<sup>th</sup> day of June, 2016 by and between Hyde County Health Department, Public Entity of the County of Hyde, party of the first part and Silver-Lake-Property-LLC parties of the second part.

The parties hereto have entered into an agreement of even date which constitutes a Restrictive Covenant for the maintenance of the sewage disposal system located or to be located on that certain tract or parcel of land situated in Ocracoke township Hyde County North Carolina more particularly described as follows:


**349 Irvin Garrish Hwy, Ocracoke, Deed Book 128 Page 967 in the Hyde County Register of Deeds Office.**

This memorandum shall give notice of said Agreement and the rights of the parties thereunder until such rights may be relinquished, the original agreement being filed in the Hyde County Health Department, Swan Quarter, North Carolina.

**IN WITNESS WHEREOF**, the said parties have hereunto signed their names and affixed their seals this the day and year first above written.

HYDE COUNTY HEALTH DEPARTMENT  
Management Entity

BY: High Water, REHS  
Registered Environmental Health Specialist

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



RESTRICTIVE COVENANT  
SILVER-LAKE-PROPERTY-LLC  
PAGE 2

NORTH CAROLINA  
COUNTY OF HYDE

I, Frances F. Sundell a Notary Public of said State and County do hereby

certify that Hugh Watson, of the Hyde County Health Department,  
Public Entity, personally appeared before me this date and acknowledged the authority to  
and the due execution of the foregoing instrument on behalf of the Public Entity and for  
the purposes therein expressed.

Witness my hand and notarial seal this the 13<sup>th</sup> day of



2016.

10/18/16  
Commission Expires (date)

\*\*\*\*\*

STATE OF Virginia

COUNTY OF Fairfax

I, Rasha R. Hakim a Notary Public of said State and County do hereby

certify that Hae-Chan Park, personally  
appeared before me this date and acknowledged the due execution of the foregoing  
instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 10<sup>th</sup> day of April

2017

Rasha R. Hakim  
Notary Public

7/31/2020  
Commission Expires (date)



RIGHT OF WAY EASEMENT

Vol 133 Page 456

STATE OF NORTH CAROLINA—COUNTY OF HYDE

Know all men by these presents that we, the undersigned, EDWARD + JEAN WROBLESKI

6 1989

for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto TIDE LAND ELECTRIC MEMBERSHIP CORPORATION, a North Carolina corporation with its principal office at Pantego, North Caro-

PO Box 159  
Pantego, NC

lina, and its successors and assigns, hereinafter called the "Cooperative," the right to enter upon the lands of the under-

signed, situated in \_\_\_\_\_ Township, HYDE County,

North Carolina, and more particularly described as follows: FORMER CAROL BEACH PROPERTY  
Village of Ocracoke NC

Containing \_\_\_\_\_ acres, more or less, located on the NORTH side of the road or highway leading from CEVAR Island Ferry Dock to HATTERAS ISLAND FERRY DOCK being road or highway No. 12 said land being

bounded on the east by TAFI HOWARD

on the north by SILVER LAKE MOTEL

on the west by SILVER LAKE HARBOR

and on the south by BEN O'NEAL

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 15 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: N.C.N.B. WASHINGTON NC

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 6th day of

APRIL, 1988

WITNESS: \_\_\_\_\_ MAN: Edward Wroblewski (SEAL)

WITNESS: \_\_\_\_\_ WIFE: Jean Wroblewski (SEAL)

WITNESS: \_\_\_\_\_ (SEAL)

WITNESS: \_\_\_\_\_ (SEAL)

NORTH CAROLINA Hyde COUNTY

G. GARRISH Notary Public in and for said county and state, certify that

and JEAN WROBLESKI

this day personally appeared before me and acknowledged the due execution of the foregoing easement.

Witness my hand and official seal, this 6th day of APRIL, 1988

My Commission Expires: June 20, 1988 Judith S. Plamish  
Notary Public

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

I, \_\_\_\_\_ a Notary Public in and for said County and State, certify that \_\_\_\_\_

\_\_\_\_\_ personally appeared before me this day, and being duly sworn that in his

presence \_\_\_\_\_ (signed) (acknowledged the execution of) the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public

NORTH CAROLINA Hyde COUNTY

The foregoing certificate of Judith S. Plamish

Notary Public of Hyde County, NC

is certified to be correct. This instrument was presented for registration and recorded in this office at Book 133

Page 456 This 3 day of March, 1989 at 2:44 o'clock P.M.

Lora M. Boyd Register of Deeds

Hyde County

By \_\_\_\_\_, Deputy Register of Deeds

Indexed

Grantor ☒ Grantee ☒

NORTH CAROLINA

VOL. 128 PAGE 272

HYDE COUNTY

AGREEMENT BETWEEN ADJOINING LAND OWNERS  
CREATING EASEMENT FOR COMMON DRIVEWAY

THIS AGREEMENT made the 20th day of March, 1987,  
by and between MARY R. SCOTT, and husband, NORVELL O. SCOTT,  
CAROL D. BEACH, (divorced), BENJAMIN L. O'NEAL, and wife,  
NAOMI S. O'NEAL, all of said parties being owners of contiguous  
parcels of land located on Ocracoke Island, Hyde County,  
North Carolina.

W I T N E S S E T H :

1. That the parties have an interest in adjoining  
real estate situated in the Village of Ocracoke, County of  
Hyde, State of North Carolina, the property of Mary R. Scott  
and Norvell O. Scott being described in that certain deed of  
record in Real Estate Book 118 at page 146 of the Hyde  
County Registry, Carol D. Beach is the owner of certain  
lands described in that deed of record in Real Estate Book  
110 at page 495 of the Hyde County Registry, and Benjamin L.  
O'Neal and wife, Naomi S. O'Neal, are the owners of that  
real estate described in Deed Book 78 at page 79 of the Hyde  
County Registry, all of which deeds are incorporated herein  
by reference for purpose of description.

2. The parties to this agreement desire to create  
a common driveway between the above described adjoining lots  
owned by them for the benefit of each of them.

The parties agree as follows:

That this easement is created pursuant to a judgment  
entered by Judge Hallett S. Ward on the 11th day  
of April, 1986, as set forth in that certain case  
in the Hyde County Clerk of Superior Court's  
Office numbered 86-CVD-30 and entitled "Mary R.  
Scott and Norvell O. Scott vs. Thomas E. Beach and  
Carol D. Beach".

That there is attached to this deed for purpose of  
further description and to delineate the easement  
herein created, a certain plat of survey drawn by  
Eugene B. Grant, Jr., R. L. S., under the date of  
June 7, 1986, a copy of which is recorded with  
this agreement and incorporated herein by reference  
to show the easement herein granted.

The parties hereby grant to each other, their  
heirs and assigns, an easment for a common driveway  
in favor of each of their respective tracts, over  
and across that certain 9 foot easement shown on  
the above referenced Grant survey.

3. This easement is created for the purpose of a  
common driveway 9 feet in width for the benefit of all three  
of the above described lots. This easement is superior and  
paramount to the rights of any of the parties hereto in the  
respective servient estates so created, and the parties  
further agree that it is a covenant that shall run with the  
lands.

4. The parties hereto further agree that said  
easement will remain clear of all obstruction of either a  
permanent or temporary nature.

Return to:  
Norvell O. Scott, Jr.  
5592 Sa-Jo Lane  
Va. Beach, Va.  
23455

VOL 128 273

IT WITNESS WHEREOF the parties hereto have set their hands and seals the year and day first above written.

Mary R. Scott (SEAL) Norvell O. Scott (SEAL)  
MARY R. SCOTT NORVELL O. SCOTT

Carol D. Beach (SEAL) Benjamin L. O'Neal (SEAL)  
CAROL D. BEACH BENJAMIN L. O'NEAL

Naomi S. O'Neal (SEAL)  
NAOMI S. O'NEAL

STATE OF Virginia  
COUNTY/CITY OF Virginia Beach

I, Margaret S. Litchfield, a Notary Public in and for said county/city and state do hereby certify that MARY R. SCOTT and husband, NORVELL O. SCOTT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 17th day of April, 1987.

Margaret S. Litchfield  
NOTARY PUBLIC

My commission expires: My Commission Expires November 14, 1988

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

I, Judith G. Garrish, a Notary Public in and for said county and state do hereby certify that CAROL D. BEACH, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 1st day of April, 1987.

Judith Garrish  
NOTARY PUBLIC

My commission expires: June 20, 1988

STATE OF NORTH CAROLINA  
COUNTY OF Currituck

I, Kay W. Taylor, a Notary Public in and for said county and state do hereby certify that BENJAMIN L. O'NEAL and wife, NAOMI S. O'NEAL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 21st day of April, 1987.

Kay W. Taylor  
NOTARY PUBLIC

My commission expires: May 8, 1989

NORTH CAROLINA

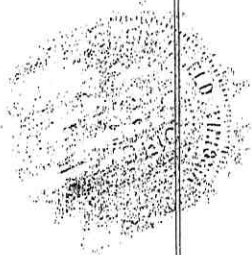
VOL 128 PAGE 274

HYDE COUNTY

The foregoing certificates of Judith H. Harish  
Margaret B. Ditchfield and Ray W. Taylor,  
Notaries Public in and for said counties, city and states,  
are certified to be correct. This instrument was presented  
for registration this day and hour and duly recorded in the  
Office of the Register of Deeds, Hyde County, North Carolina,  
in Real Estate Book 128, Page 272.

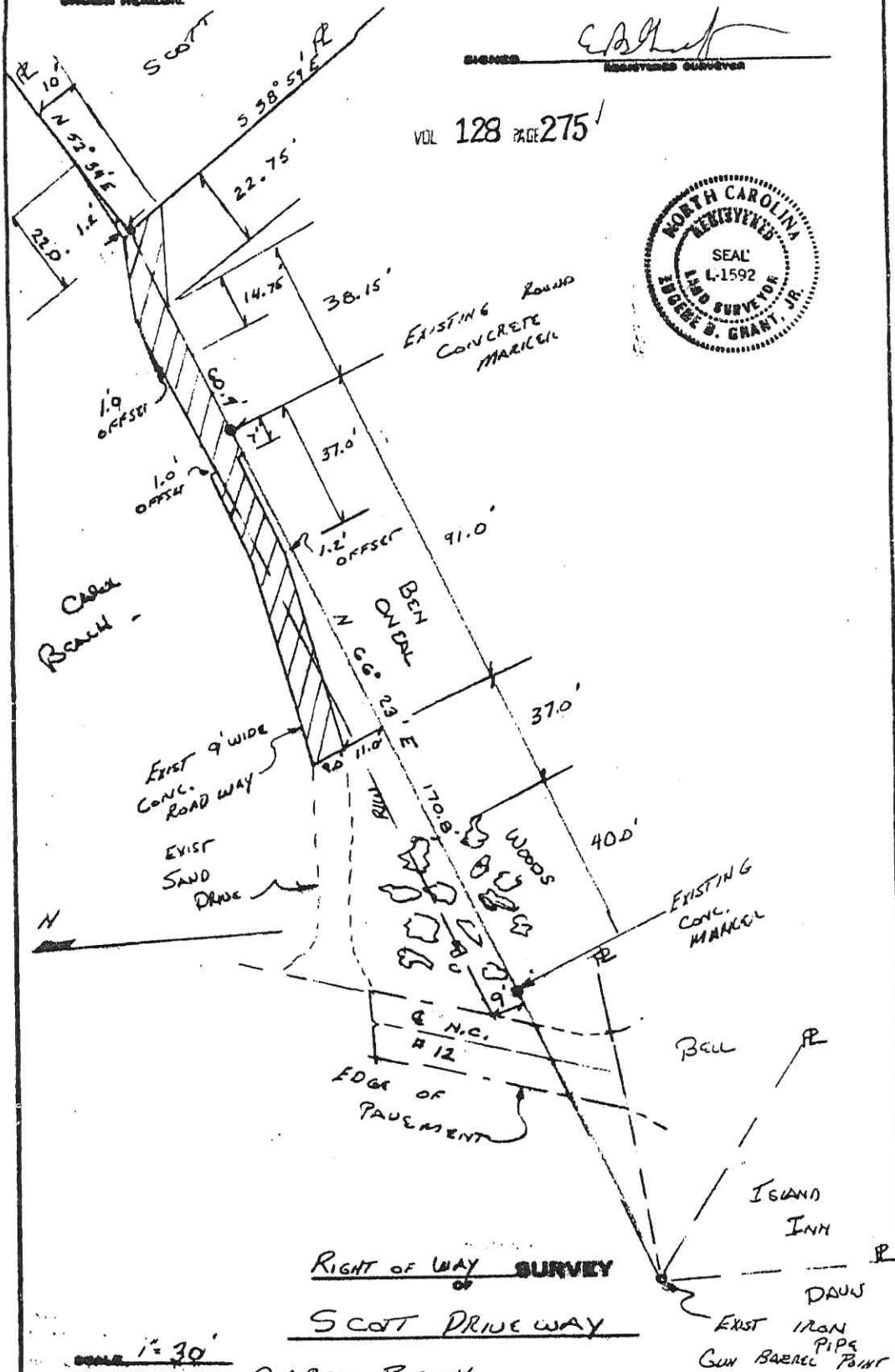
This the 4th day of May,  
19 87, at 4.00 o'clock P.M.

Lora J. Mooney  
REGISTER OF DEEDS  
Hyde County, North Carolina



INDEXED  
Grantor ☒ Notary ☒

SIGNED \_\_\_\_\_  
IDENTIFIED SURVEYOR



SCALE 1" = 30'  
THE PROPERTY OF

CAROL BEACH

11.4.1 内部环境控制. 41 55555

**AT PAGE**

**DEED RECORDED IN BOOK**

**PAGE**

CLCA COLLEGE

ISLAND

Hydr

N.C.

*APR 28 1988 Van Henry O'Neal*  
*P.O. Box 267 Oakes, N.C. 27010*

NORTH CAROLINA

HYDE COUNTY

130 PAGE 759

THIS DEED OF EASEMENT, made this the 23rd day of April, 1988, by EDWARD L. WROBLESKI AND WIFE, JEAN WROBLESKI, of the County of Hyde, State of North Carolina, parties of the first part, to VAN HENRY O'NEAL, RONNIE VAN O'NEAL AND RONNIE VAN O'NEAL, JR., parties of the second part, WITNESSETH:

THAT SAID parties of the first part, for TEN DOLLARS and other valuable consideration to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, an easement in gross for and during the joint and several life times of the parties of the second part, to be used by them as a means of access from N. C. Highway 12 to the waters of Silver Lake and as a boat launch on the boat ramps located on the following described parcel of land:

BEGINNING at a point in the center line of N. C. Highway 12 which point is located as follows: BEGINNING at the point where the Southward boundary of that tract of A. S. Wickstrom land, now owned by the parties of the first part, intersects the center line of N. C. Highway 12; running thence South 7 degrees West, along the center line of N. C. Highway #12, 14 feet to the point of beginning of the parcel of land being hereby conveyed; running from said beginning point North 7 degrees East, 14 feet to a point evidenced by a railroad spike set in the center line of N. C. Highway 12; running thence North 83 degrees 00 minutes West, 90 feet to a point in the water's edge of Silver Lake; running thence in a generally southward direction along the water's edge of Silver Lake and along the meanders thereof, to a point situated North 83 degrees West, from the point of beginning; running thence South 83 degrees 00 minutes East, 90 feet, more or less to the point of beginning.

The parties of the first part further agree to do no act that will interfere with the free access of the parties of the second part to Silver Lake for themselves, ~~their boats and their trucks and other vehicles.~~

TO HAVE AND TO HOLD the aforesaid easement and right of way and all privileges and appurtenances thereunto belonging or in anywise thereunto appertaining unto them, the said parties of the second part, their heirs and assigns, to their only use and behoof during their joint and several lives.

AND THE SAID parties of the first part do, for themselves and their heirs, executors, and administrators, covenant to and with the said parties of the second part, their executors, administrators, heirs, and assigns, that they are seized of the land over which the said right of way and easement runs in fee and have a right to convey this easement; that the same is free and clear from all



WL 130 760

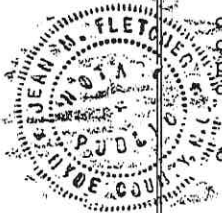
encumbrances, and that they do hereby forever warrant and will forever defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Edward L. Wroblewski (SEAL)  
Edward L. Wroblewski  
Jean Wroblewski (SEAL)  
Jean Wroblewski

STATE OF NORTH CAROLINA

COUNTY OF HYDE



I, Jean M. Fletcher, a Notary Public of the County of Hyde, State of North Carolina, do hereby certify that EDWARD L. WROBLESKI AND WIFE, JEAN WROBLESKI, personally appeared before me this day and acknowledged the due execution of the foregoing deed of easement.

Witness my hand and notarial seal, this the 23rd day of April, 1988.

Jean M. Fletcher  
Notary Public

My commission expires: 8-13-92

NORTH CAROLINA

HYDE COUNTY

The foregoing certificate of Jean M. Fletcher, a Notary Public of the County of Hyde, State of North Carolina, together with her notarial seal attached, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Hyde County, North Carolina, in Real Estate Book 130, page 759.

This the 25th day of April, 1988, at 10:01 o'clock A M.

Dora L. Mooney by Merita L. Spencer  
Register of Deeds  
Hyde County, North Carolina Asst.

DAVIS & DAVIS  
ATTORNEYS AT LAW  
SWAN QUARTER, N.C.

Witnessed  
☒ Grantor ☒

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

BOOK 294 PAGE 520 (4)

410273



This document presented and filed:  
02/11/2022 04:26:53 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Sean M. Phelan / (704) 338-5348</b>
B. E-MAIL CONTACT AT FILER (optional) <b>sphelan@nexsenpruet.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Sean M. Phelan Nexsen Pruet, PLLC 227 W. Trade Street, Suite 1550 Charlotte, NC 28202</b>

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Silver Lake Park LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>395 Irvin Garrish Hwy</b>		CITY <b>Ocracoke</b>	STATE <b>NC</b>	POSTAL CODE <b>27960</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE OF ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Dogwood State Bank</b>					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>10130 Mallard Creek Rd, Ste. 232</b>		CITY <b>Charlotte</b>	STATE <b>NC</b>	POSTAL CODE <b>28262</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtor's rights, title and interest now existing or hereafter acquired in all assets including but not limited to equipment, fixtures, inventory, accounts, instruments, chattel paper, general intangibles, documents and all replacements, proceeds and products thereof and further including all amounts payable under any policies of insurance with respect thereto and proceeds thereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

**UCC FINANCING STATEMENT ADDENDUM****FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; If line 1b was left blank because Individual Debtor name did not fit, check here ☐

8a. ORGANIZATION'S NAME Silver Lake Park LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME					
OR					
10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 18 (if Debtor does not have a record interest):

Silver Lake Property LLC  
1894 Preston White Dr  
Reston, VA 20191

16. Description of real estate:

349, 395 & 410 Irvin Garrish Hwy, Ocracoke, NC 27960 and being the property more particularly described on Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

## EXHIBIT A

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.68' to an existing 3/4" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.81' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a

yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2016.

Property address: 349, 395 & 410 Irvin Garrish Hwy, Ocracoke, NC 27960

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

BOOK 294 PAGE 524 (4)

410274



This document presented and filed:  
02/11/2022 04:26:54 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Sean M. Phelan / (704) 338-5348</b>
B. E-MAIL CONTACT AT FILER (optional) <b>sphelan@nexsenpruet.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"><b>Sean M. Phelan Nexsen Pruet, PLLC 227 W. Trade Street, Suite 1550 Charlotte, NC 28202</b></div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Jolly Rogers Ocracoke, LLC</b>			
OR			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>395 Irvin Garrish Hwy</b>			
CITY <b>Ocracoke</b>		STATE <b>NC</b>	POSTAL CODE <b>27960</b>
		COUNTRY <b>USA</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS			
CITY		STATE	POSTAL CODE
		COUNTRY	

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE OF ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Dogwood State Bank</b>			
OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>10130 Mallard Creek Rd, Ste. 232</b>			
CITY <b>Charlotte</b>		STATE <b>NC</b>	POSTAL CODE <b>28262</b>
		COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtor's rights, title and interest now existing or hereafter acquired in all assets including but not limited to equipment, fixtures, inventory, accounts, instruments, chattel paper, general intangibles, documents and all replacements, proceeds and products thereof and further including all amounts payable under any policies of insurance with respect thereto and proceeds thereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; If line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME Jolly Rogers Ocracoke LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

15. Name and address of a RECORD OWNER of real estate described in item 16 (If Debtor does not have a record interest):

Silver Lake Property LLC  
1894 Preston White Dr  
Reston, VA 20191

14. This FINANCING STATEMENT:

☐ covers timber to be cut    ☐ covers as-extracted collateral    ☒ is filed as a fixture filing

16. Description of real estate:

349, 395 & 410 Irvin Garrish Hwy, Ocracoke, NC 27960 and  
being the property more particularly described  
on Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:



## EXHIBIT A

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.88' to an existing ¾" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a

yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.8' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23'E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

- Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2016.

Property address: 349, 395 & 410 Irvin Garrish Hwy, Ocracoke, NC 27960

BOOK 308 PAGE 143 (13)

413217



This document presented and filed:  
06/20/2025 02:07:38 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC

(ABOVE SPACE FOR RECORDING)

**NOTICE OF LIS PENDENS**  
**N.C. Gen. Stat. § 1-507.29, et. seq.**

Case Nos.: 25M000005-740 and 25CV000024-470  
Document Type: Lis Pendens  
Reference to: Deed Book 269, Pages 19-25

Prepared by and Return to:  
The Law Offices of George Oliver, PLLC  
Attn: George M. Oliver, Receiver  
PO Box 1548  
New Bern, NC 28563

25M000005-470

STATE OF NORTH CAROLINA  
HYDE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
25CV000024-470

DOGWOOD STATE BANK, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
SILVER LAKE PROPERTY, LLC, )  
SILVER LAKE PARK, LLC, )  
JOLLY ROGERS OCRACOCKE, LLC, and )  
HAE-CHAN PARK, )  
 )  
Defendants. )  
\_\_\_\_\_ )

**NOTICE OF LIS PENDENS**

This Notice of Lis Pendens, filed in the Office of the Register of Deeds for Hyde County, North Carolina, shows and gives notice that:

1. On or about June 5, 2025, George Mason Oliver (the "Receiver") was duly reappointed as receiver for Silver Lake Property, LLC, Silver Lake Park, LLC, and Jolly Rogers Ocracoke, LLC (collectively "the LLCs") in the above captioned matter, by the Honorable Cynthia King Sturgess, Superior Court Judge.

2. Having been duly reappointed, the Receiver has certain status as a lien creditor pursuant to N.C. Gen. Stat. § 1-507.29(a), which states that, "[a]s of the time of the appointment, the receiver shall have the powers and priority as if it were a creditor that obtained a judicial lien at the time of the appointment on all of the receivership property, subject to satisfying the recording requirements as to real property described in subsection (b) of this section. This power shall be in addition to any vested interest in real property a receiver for property of a judgment debtor may obtain as a result of filing the receivership order in accordance with [N.C. Gen. Stat. §] 1-364."

Electronically Filed Date: 6/12/2025 4:49 PM Hyde District Court County Clerk of Superior Court

3. Pursuant to N.C. Gen. Stat. § 1-507.29(b), "[i]f any interest in real estate is included in the receivership property, the receiver shall record a lis pendens as soon as practicable with the register of deeds of the county or counties in which the real estate is situated. The priority of the receiver as a lien creditor against real property shall be from the time of recording of the lis pendens, except in the case of another lien creditor that, before the recording of the lis pendens, obtains actual knowledge of the receiver's appointment demand, as to whom priority shall be from the time the lien creditor obtains actual knowledge."

4. The descriptions of the real property included in the receivership property and to be affected by the Receiver's status as lien creditor are as follows:

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

BEGINNING at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in a easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.68' to an existing 3/4" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above

grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC 8, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27'

to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

BEING that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2016.

Legal Description includes the following parcels:

Parcel 4698, Map Block Lot 9500-29-4698  
 Parcel 4575, Map Block Lot 9500-29-4575  
 Parcel 3668, Map Block Lot 9500-29-3668  
 Parcel 3663, Map Block Lot 9500-29-3663

5. This Notice of Lis Pendens is filed pursuant to the provisions of N.C. Gen. Stat. §§ 1-507.29(a), 1-507.29(b), and 1-507.29(c), and all persons shall take notice of the same.

This the 12th day of June, 2025.

The Law Offices of George Oliver, PLLC

/s/ George Mason Oliver  
 GEORGE MASON OLIVER  
 N.C. State Bar No. 26587  
 Email: [george@georgeoliverlaw.com](mailto:george@georgeoliverlaw.com)  
 PO Box 1548  
 New Bern, NC 28563  
 Telephone: (252) 633-1930  
 Facsimile: (252) 633-1950  
*Attorney for the Receiver*

**CERTIFICATE OF SERVICE**

I hereby certify that I this day have served a copy of this pleading upon the other parties to this action by electronic mail to the email addresses identified below, or by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail addressed to counsel for said parties, this 12th day of June, 2025.

William Walt Pettit Hutchens Law Firm, LLP <a href="mailto:walt.pettit@hutchenslawfirm.com">walt.pettit@hutchenslawfirm.com</a> <i>Attorney for Plaintiff</i>	Silver Lake Property, LLC c/o James R. Gilreath, Jr., Reg. Agent P.O. Box 405 Kill Devil Hills, NC 27948
Silver Lake Property, LLC c/o James R. Gilreath, Jr., Reg. Agent 700 Blue Jay Street, Suite 1 Kill Devil Hills, NC 27948	Silver Lake Park, LLC c/o James R. Gilreath, Jr., Reg. Agent P.O. Box 405 Kill Devil Hills, NC 27948
Hae-Chan Park 1894 Preston White Drive Reston, VA 20191 <a href="mailto:hae_chan@hotmail.com">hae_chan@hotmail.com</a> <a href="mailto:alexanderjuliuspark@gmail.com">alexanderjuliuspark@gmail.com</a> <i>Pro Se Defendant</i>	Silver Lake Park, LLC c/o James R. Gilreath, Jr., Reg. Agent 700 Blue Jay Street, Suite 1 Kill Devil Hills, NC 27948
Jolly Rogers Ocracoke, LLC c/o James R. Gilreath, Jr., Reg. Agent P.O. Box 405 Kill Devil Hills, NC 27948	Jolly Rogers Ocracoke, LLC c/o James R. Gilreath, Jr., Reg. Agent 700 Blue Jay Street, Suite 1 Kill Devil Hills, NC 27948

The Law Offices of George Oliver, PLLC

/s/ George Mason Oliver  
GEORGE MASON OLIVER  
N.C. State Bar No. 26587  
Email: [george@georgeoliverlaw.com](mailto:george@georgeoliverlaw.com)  
PO Box 1548  
New Bern, NC 28563  
Telephone: (252) 633-1930  
Facsimile: (252) 633-1950  
*Attorney for the Receiver*



## EXHIBIT A

BOOK 269 PAGE 19 (7)

404818

This document presented and filed:  
05/06/2016 01:52:11 PM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC  
Excise Tax: \$5,512.00

Prepared by: John Nicholas Fountain  
Young Moore and Henderson P.A.  
Post Office Box 31627  
Raleigh, NC 27622  
(Without benefit of title examination or closing.)

certify that no delinquent Ad Valorem taxes or other taxes  
With which this office is charged are a lien on the property  
Described in this deed.

*[Signature]* 5-6-16  
Official Date

Mail to: James E. Gilreath, Jr.  
PO Box 405, Kill Devil Hills, NC 27948

NORTH CAROLINA

HYDE COUNTY

## NORTH CAROLINA SPECIAL WARRANTY DEED

Tax PIN: See Exhibit A

Excise Tax: \$5,512.00

THIS NORTH CAROLINA SPECIAL WARRANTY DEED, made this 5<sup>th</sup> day of May, 2016, by and  
between

MARGARET MARY WROBLESKI, Administrator CTA  
EDWARD L. WROBLESKI, SR. ESTATE  
718 Raynor Avenue  
Catonsville, MD 21228

hereinafter called Grantor,

and

SILVER LAKE PROPERTY, LLC, a North Carolina Limited Liability Company  
1894 Preston White Drive  
Reston, VA 20191

hereinafter called Grantee.

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

## WITNESSETH:

WHEREAS, EDWARD L. WROBLESKI, SR. died testate, a resident of Hyde County, North Carolina, on April 16, 2000; and

WHEREAS, EDWARD L. WROBLESKI, JR. qualified as Executor of the Estate of EDWARD L. WROBLESKI, SR. on July 10, 2000; and

WHEREAS, EDWARD L. WROBLESKI, JR. resigned as Executor of the Estate of EDWARD L. WROBLESKI, SR. on July 21, 2003, pursuant to Order Allowing Resignation filed with the Hyde County Clerk of Superior Court, Estates Division; and

WHEREAS, MARGARET MARY WROBLESKI qualified as Administrator CTA of the Estate of EDWARD L. WROBLESKI, SR. on July 21, 2003, and continues to serve in such capacity; and

WHEREAS, on June 7, 2005, upon petition of Grantor, the Clerk of Superior Court of Hyde County entered an Order for Possession, Custody, Control and Sale of Real Property for the property herein conveyed (the "subject property") in that certain special proceeding styled *Margaret Mary Wrobleski, Administrator CTA, Estate of Edward L. Wrobleski, Sr., Petitioner, v. Edward L. Wrobleski, Jr., William Wrobleski, Daniel Roy Wrobleski, David Wrobleski (deceased), Margaret Mary Wrobleski, James Wrobleski and Luke Wrobleski, Respondents*, Hyde County Clerk of Superior Court, File no. 04 SP 11; and

WHEREAS, the Grantor exposed the subject property for private sale, and on February 17, 2016, Grantor entered into an agreement for the sale of the subject property to Hae-Chan Park in the amount of \$2,756,000.00 (the "Sale Agreement"); and

WHEREAS, Grantor duly filed a Report of Sale with the Clerk of Court of Hyde County, and the sale remained opened upset bids for a period of ten (10) days in accordance with N.C.G.S. §§ 1-339.36 and 1-339.25, and no upset bids were received by the Clerk; and

WHEREAS, on March 10, 2016, the Grantor filed a Petition for Confirmation of Private Sale with the Clerk of Court of Hyde County, and the Clerk entered an Order of Confirmation of Private Sale and confirmed the private sale of the subject property described on Exhibit A attached hereto and authorized and directed MARGARET MARY WROBLESKI as Administrator CTA of the Estate of EDWARD L. WROBLESKI, SR. to proceed with sale of the property to Hae-Chan Park; and

WHEREAS, on May 5, 2016, Hae-Chan Park assigned all of his rights under the Sale Agreement to SILVER LAKE PROPERTY, LLC, a North Carolina Limited Liability Company, Grantee herein.

NOW, THEREFORE, the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Hyde County, North Carolina and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the lot or parcel of land described on Exhibit A and all privileges and appurtenances thereto belonging to the Grantee, in fee simple.

THE GRANTOR, covenants with the Grantee, that the 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.

1. SUBJECT to 2016 ad valorem taxes; and
2. SUBJECT to all easements, rights-of-way and restrictions of record.

*(Remainder of page left intentionally blank.)*

IN WITNESS WHEREOF, the Grantor has executed this instrument in manner and form so as to be binding the day and year first above set forth.

EDWARD L. WROBLESKI, SR. ESTATE

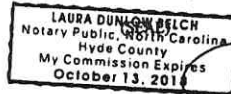
By: *Margaret Mary Wroblewski* (SEAL)  
MARGARET MARY WROBLESKI, Administrator CTA

STATE OF NORTH CAROLINA

COUNTY OF Hyde

I, Laura Dunlow Belch, notary public, do hereby certify that MARGARET MARY WROBLESKI, Administrator CTA of the EDWARD L. WROBLESKI, SR. ESTATE, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this 27<sup>th</sup> day of April, 2016.



*Laura Dunlow Belch*  
Notary Public

Laura Dunlow Belch  
(Typed or Printed Name of Notary Public)

My commission expires 10-13-2018.

Exhibit "A"

All that certain lot or parcel of land situated in Hyde County, North Carolina more particularly described as follows:

Beginning at a point located on the eastern shoreline of Silver Lake at the intersection with the southern line of Katherine Parker-Lowe as described in Deed Book 199, Page 188, and the northern boundary of the lands described herein; thence in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 17.49' to an existing 4 inch open pipe 2 feet above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 29.77' to a magnetic nail set in the centerline of NC 12, also known as Irvin Garrish Highway, said road having a variable width right of way; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 16.83' to an existing 6" square concrete monument 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 13.02' to an existing fence iron 0.2' below grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N83-07-30E, a distance of 24.92' to an existing axle 0.4' above grade; thence continuing in an easterly direction along the southern line of Katherine Parker-Lowe N65-33-15E, a distance of 10.68' to an existing ¾" rebar 0.3' below grade; thence turning in a southeasterly direction along the northern line of Elsie Garrish Subdivision, as recorded in PC C, Slide 89J, S42-17-30E, a distance of 56.45' to an existing 1" rebar 0.8' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 6.95' to an existing 3" open iron pipe in concrete 0.1' above grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 45.15' to an existing 1/2" rebar flush with grade; thence continuing in a southeasterly direction along the northern line of Elsie Garrish Subdivision S42-17-30E, a distance of 46.77' to an existing 3" open pipe in concrete, being a corner of the land of Lindsey T. Howard; thence continuing in a southeasterly direction along the northern line of Lindsey T. Howard S42-17-30E, a distance of 39.18' to an existing 1" open pipe flush with grade; thence turning in a southwesterly direction along the line of Lindsey T. Howard, S35-44-30W, a distance of 14.70' to an existing 9" wood post; thence turning in a southeasterly direction along the line of Lindsey T. Howard, S45-22-30E a distance of 64.61' to an open pipe 2' above grade, said point being the corner of Lot 3, "Property of Virginia D. Howard", as shown in PC B, Slide 41A; thence in a southeasterly direction along the line of said Lot 3 S49-54-00E a distance of 53.85' to a 2" open pipe 0.4' below grade, said point being in the east line of Susan O'Neal as described in DB 123, Page 913; thence turning in a southwesterly direction along the east line of Susan O'Neal S52-34-00W, a distance of 95.78' to a yellow brick monument, said point being a corner of the land of Douglas O'Neal as described in DB 78, Page 79; thence continuing along the line of Douglas O'Neal S65-50-13W, a distance of 60.61' to a 3" open pipe 0.4' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a distance of 171.08' to an existing 4" by 5" shell monument 0.6' below grade; thence continuing along the line of Douglas O'Neal S66-31-23W, a

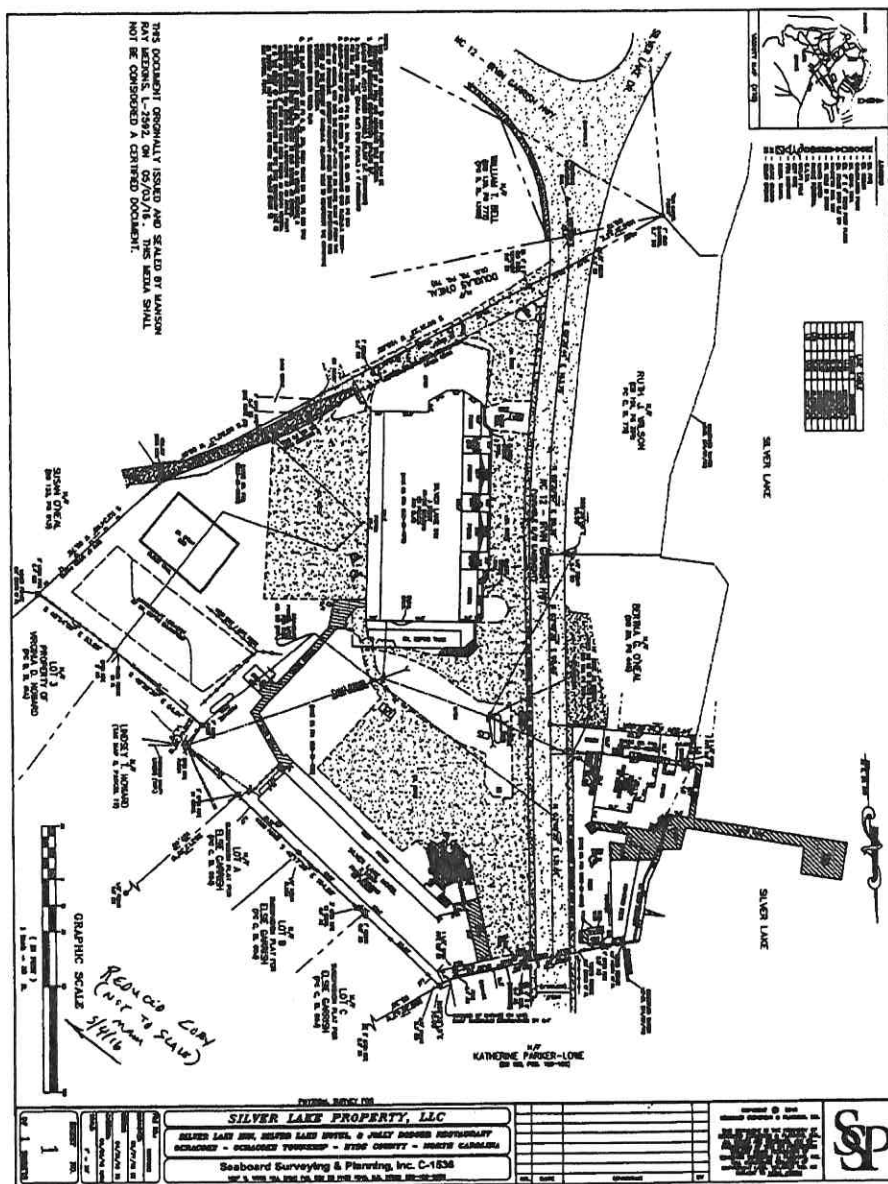
{00178506 2}

distance of 24.81' to a magnetic nail set in the centerline of NC 12, said point also being located N66-31-23"E, a distance of 60.15' from a 1" gun barrel known as "Gun Barrel Point", said point also being the corner of the land of Ruth J. Wilson as described in DB 191, Page 399; thence turning and running a northerly along the centerline of NC 12, and along the east line of Ruth J. Wilson N09-38-44E, a distance of 103.75' to a magnetic nail set; thence continuing along the centerline of NC 12 and the land of Ruth J. Wilson N05-30-07E, a distance of 58.38' to a magnetic nail set, said point being a corner of the land of Bertha G. O'Neal as described in DB 88, Page 448; thence continuing along the centerline of NC 12 and the land of Bertha G. O'Neal N03-40-30E, a distance of 95.03' to a magnetic nail set, said point being a corner of Bertha G. O'Neal; thence turning westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 80.27' to a magnetic nail set in concrete; thence continuing westerly along the land of Bertha B. O'Neal N80-28-30W, a distance of 2.17', more or less, to the eastern shoreline of Silver Lake; thence turning northerly and following the eastern shoreline of Silver Lake the following calls: N09-42-20E, a distance of 14.81' to a point; N32-11-04E, a distance of 31.30' to a point; N14-01-01E, a distance of 16.33' to a point; N29-43-35E, a distance of 23.43' to a point; N12-55-03E, a distance of 16.07' to a point; and N13-30-54E, a distance of 19.02' to a point, being the point of beginning, this parcel containing 74,045 square feet, more or less, and being the land described in DB 166, Page 666.

Being that same property shown on the attached survey entitled in part "Silver Lake Property, LLC, Silver Lake, Inn, Silver Lake Motel and Jolly Rodger Restaurant, Ocracoke, Ocracoke Township, Hyde County, North Carolina" by Seaboard Surveying & Planning, Inc. C-1536, dated May 3, 2016.

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2



THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR COM-  
PLIANCE WITH ANY APPLICABLE LAND  
DEVELOPMENT REGULATIONS.

C-370. C/61F

FILED in Hyde County, NC  
on Jun 01 1998 at 12:34:13 PM  
by Lora Mooney Byrd Register o

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS  
NORTH CAROLINA, HYDE COUNTY  
The foregoing certificate of Robert M. Chiles, P.E.  
a duly Licensed Professional Engineer, is hereby  
certified to be a true and correct copy of the original  
filed for registration on the 1st day of June  
1998, at 12:34 PM, and duly recorded in the public  
office of the Register of Deeds, Book 370  
Page 61F

Robert M. Chiles, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
By L. M. Chiles, Jr., Register, Cash.

I, ROBERT M. CHILES, CERTIFY THAT THIS DEED WAS DRAWN  
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER  
MY SUPERVISION, THAT THE BOUNDARIES AND CORNERS THEREOF  
WAS DETERMINED BY ME OR BY A PERSON UNDER MY CLOSE  
SUPERVISION, AND THAT THE DEED ACCURATELY REPRESENTS THE  
AS SHOWN AND CALCULATED BY ME OR BY A PERSON UNDER MY CLOSE  
SUPERVISION, AND THAT THE DEED WAS PREPARED  
IN ACCORDANCE WITH G.S. 41-20 AS AMENDED.

NOTARY PUBLIC  
NORTH CAROLINA, HYDE COUNTY  
I, JUDITH R. FRAZIER, A NOTARY PUBLIC OF THE COUNTY AND  
STATE AFORESAID, CERTIFY THAT ROBERT M. CHILES, A  
REGISTERED LAND SURVEYOR, PERSONAL APPEARED BEFORE ME  
THIS DAY OF June 1998, AND REQUESTED THAT I  
EXECUTE THIS DEED IN WITNESS WHEREOF I HAVE  
SET MY HAND AND SEAL OF OFFICE ON THE DAY AND DATE  
FIRST ABOVE SAID.

NOTARY PUBLIC  
NORTH CAROLINA, HYDE COUNTY  
I, JUDITH R. FRAZIER, A NOTARY PUBLIC OF THE COUNTY AND  
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THIS DAY OF June 1998, AND REQUESTED THAT I  
EXECUTE THIS DEED IN WITNESS WHEREOF I HAVE  
SET MY HAND AND SEAL OF OFFICE ON THE DAY AND DATE  
FIRST ABOVE SAID.

REFERENCE: DEED OF TRUST EDWARD L. WROBLESKI  
TO NATIONS BANK (D.B.132, PG.635)

- TRACT 6 - D.B.121, PG.466
- TRACT 11 - D.B.128, PG.967
- TRACT 12 - D.B.128, PG.967
- TRACT 13 - D.B.118, PG.385
- TRACT 14 - D.B.117, PG.334
- TRACT 15 - D.B.130, PG.756

THIS SURVEY IS OF EXISTING PARCELS OF LAND  
AS DESCRIBED IN THAT DEED OF TRUST  
RECORDED IN DEED BOOK 152, PAGE 635.

TOTAL ACRES WITHIN TRAVERSE 2.00 ACRES,  
INCLUDING RIGHT OF WAY OF N.C. ROUTE 12.

SURVEY FOR

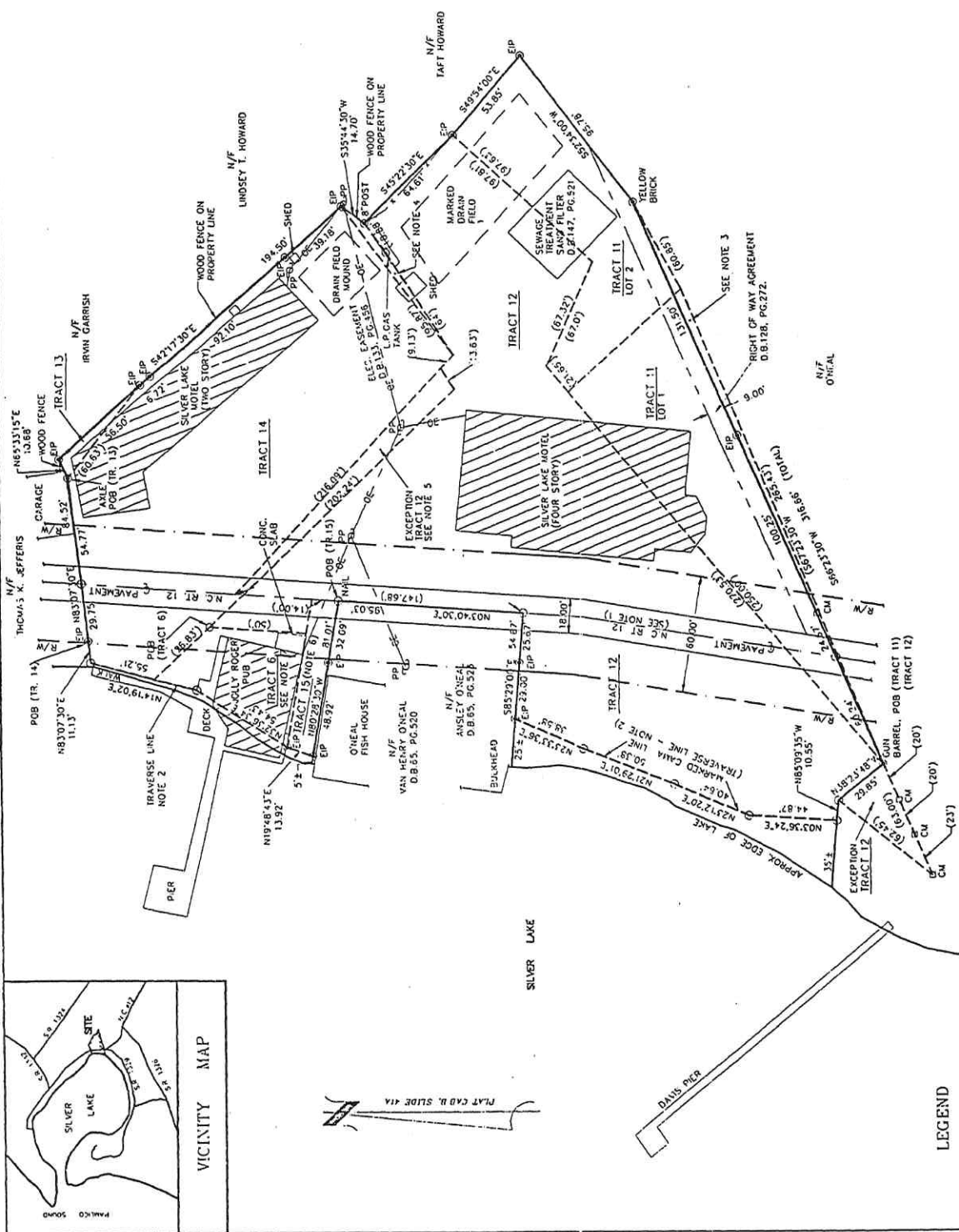
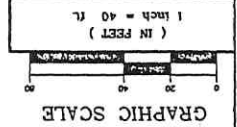
# NationsBank

SILVER LAKE MOTEL  
AND  
JOLLY ROGER PUB

OCCOKEE TOWNSHIP, HYDE COUNTY, NORTH CAROLINA

DATE: 04-13-95  
JOB NO. 95073  
SCALE: 1" = 40'

ROBERT M. CHILES, P.E.  
ENGINEERS AND CONSULTANTS  
NEW BERN, NORTH CAROLINA



- NOTES:
- N.C. ROUTE 12 RUNS THROUGH THE PROPERTY AND DEEDS DO NOT INDICATE WIDTH OF RIGHT OF WAY. THE 60 FOOT RIGHT OF WAY SHOWN HAS NOT BEEN CONFIRMED BY DOCUMENTATION. JOLLY ROGER PUB WOULD ENCRONCH ON A 60 FOOT RIGHT OF WAY.
  - PROPERTY LINE RUNS TO SILVER LAKE. TRAVERSE LINE AS SHOWN WAS UTILIZED TO CLOSE SURVEY AND COMPUTE ACRES ONLY.
  - DEED AND MAP (PLAT CAR. B, SLIDE 41A) FOLLOW DOTTED LINE. MONUMENTATION AND USEAGE INDICATE A STRAIGHT LINE FROM YELLOW BRICK TO GUN BARREL AS SHOWN.
  - THIS AREA NOT INCLUDED IN WRITTEN DESCRIPTIONS FOR TRACTS 12 AND 14. BOTH DESCRIPTIONS CALL FOR THE OTHER AS A JOINER.
  - THIS AREA NOT INCLUDED IN THE WRITTEN DESCRIPTION FOR TRACT 14. THIS AREA IS INCLUDED IN THE REFERENCED SURVEY, MAP RECORDED IN 78-102, PG.07.
  - ENTIRE TRACT 15 IS SUBJECT TO ACCESS EASEMENT (D.B.130, PG.759).
  - THE POINT DEFINED AS THE "NAIL AT BROKEN C.M." AS SHOWN ON THAT MAP FOR TRACT 14 RECORDED IN D.B.102, PG.7 WAS USED AS THE POINT OF BEGINNING FOR TRACT 6. NO MONUMENT WAS LOCATED IN THE FIELD. THE NORTH LINE OF TRACT 15 WAS THE NORTH LINE OF VAN HENRY ONEAL PRIOR TO CONVEYANCE TO WROBLESKI RECORDED IN D.B.130, PG.759.

### LEGEND

- EP EXISTING IRON PIPE
- CM CONCRETE MONUMENT
- CL CENTER LINE
- W UNMONUMENTED POINT
- O UNMONUMENTED POINT
- PP POWER POLE
- GE OVERHEAD ELECTRIC WIRE
- W WOOD FENCE
- ( ) DEED DISTANCE
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY