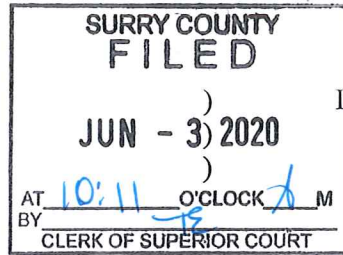


NORTH CAROLINA
SURRY COUNTY



IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK
20 SP 34

In the Matter of the Foreclosure of the Deed of Trust
executed by Maple Ridge Farms, Inc., Trustor(s) in Deed
of Trust recorded in Book 1529, at Page 389, Surry
County Registry

AUTHORIZATION, FINDINGS AND ORDER

THIS CAUSE came on to be heard and was heard before the undersigned Clerk of Superior Court of Surry County on June 3, 2020, at said hearing the Court heard the witnesses submitted, examined copies of the promissory note ("Note"), Deed of Trust and Affidavits filed in this matter, and heard argument of counsel, and after hearing the witnesses and argument and examining the documents and Affidavits, the Court finds the following facts:

FINDINGS OF FACT

1. Maple Ridge Farms, Inc. executed and delivered to First Bank and Trust Company, on or about August 21, 2015, a Note in the original amount of \$803,000.00, which Note was secured by a Deed of Trust dated August 21, 2015, to Donald W. Lephew, Trustee for First Bank and Trust Company, said Deed of Trust being recorded in Book 1529 at Page 389 in the Office of the Register of Deeds of Surry County, North Carolina.
2. Maple Ridge Farms, Inc. ("Borrower") is indebted to First Bank and Trust Company, the debt is a valid debt, and the debt continues to exist.
3. First Bank and Trust Company, is the holder of the Note evidencing the indebtedness of Maple Ridge Farms, Inc., to it, which indebtedness is secured by the Deed of Trust recorded in Book 1529 at Page 389 in the Office of the Register of Deeds of Surry County, North Carolina.
4. Maple Ridge Farms, Inc., Daniel L. Horton, Jr.; April D. Horton; Laura G. Horton; Joshua L. Horton; Kimberly A. Horton; Priscilla I. Horton and William L. Horton, Jr. have defaulted in the performance of the obligations specified in the above-mentioned Note and Deed of Trust, and First Bank and Trust Company has demanded full payment of the Note and has accelerated the obligations of payment therein.
5. The Deed of Trust recorded in Book 1529 at Page 389 in the office of the Register of Deeds of Surry County provides that the holder of the indebtedness secured thereby shall have the right to foreclose under the said Deed of Trust.
6. Notice of hearing has been given to all those persons entitled to receive same pursuant to the provisions of North Carolina General Statutes Section 45-21.16(b).
7. The underlying mortgage debt is not a home loan as defined in North Carolina General Statutes Section 45-101(1b) because the borrower is not a natural person. NCGS § 45-101(1b)b.
8. Daniel L. Horton, Jr.; April D. Horton; Laura G. Horton; Joshua L. Horton; Kimberly A. Horton; Priscilla I. Horton and William L. Horton, Jr. are not in active duty military service and this loan

is not subject to the terms and provisions of the federal Servicemembers Civil Relief Act. The foreclosure hearing in this matter will not take place during or within 367 days after any period of military service for any mortgagor, trustor or debtor.

9. By a Substitution of Trustee recorded in Book 1698 at Page 786 in the office of the Register of Deeds of Surry County, North Carolina, First Bank and Trust Company substituted Stan Dean as Trustee in the place and stead of Donald W. Lephew in the above-mentioned Deed of Trust pursuant to the provisions of said Deed of Trust.

Based upon the foregoing Findings of Fact, the Court concludes as follows:

CONCLUSIONS

1. A valid debt exists of which First Bank and Trust Company, the party seeking to foreclose the Deed of Trust, is the holder.

2. A default has occurred under the Note and Deed of Trust.

3. First Bank and Trust Company has the right to foreclose under the Deed of Trust securing the payment of the Note.

4. Notice to those entitled to such notice under North Carolina General Statutes Section 45-21.16(b) has been given.

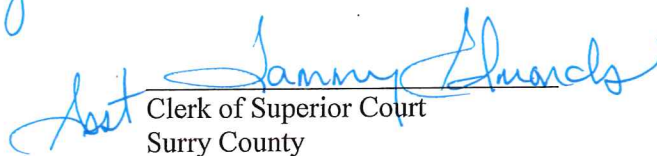
5. The underlying mortgage debt is not a home loan as defined in North Carolina General Statutes Section 45-101(1b), or if the loan is a home loan under North Carolina General Statutes Section 45-101(1b), that the preforeclosure notice under North Carolina General Statutes Section 45-102 was provided in all material respects, and the periods of time established by Article 11 of Chapter 45, the Emergency Program to Reduce Home Foreclosures Act, have elapsed.

6. The sale is not barred by North Carolina General Statutes Section 45-21.12A.

7. The Substitute Trustee is authorized to and can proceed under the instrument and can give notice of and conduct a sale pursuant to the provisions of Article 2 of Chapter 45 of the General Statutes of the State of North Carolina.

NOW, THEREFORE, based upon the foregoing Findings of Fact and Conclusions, the undersigned Clerk AUTHORIZES, ORDERS AND DIRECTS that Stan Dean, the Substitute Trustee in the above-mentioned Deed of Trust, proceed under the above-mentioned instrument to foreclose the same by giving notice of and conducting a foreclosure sale of the said premises pursuant to the provisions of Article 2, Chapter 45, of the General Statutes of the State of North Carolina and of the said Deed of Trust.

This the 3rd day of June, 2020.


Clerk of Superior Court
Surry County