

submitted electronically by "Albertelli Law - Title"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Jackson County Register of Deeds.

Prepared by and Return to:
Albertelli Law Partners North Carolina, P.A.
205 Regency Executive Park Drive, Suite 100
Charlotte, NC 28217
18-026626

STATE OF NORTH CAROLINA

AFFIDAVIT OF CORRECTION

COUNTY OF JACKSON

I, David W. Neill ("Affiant"), do hereby state that the following instrument, through inadvertence, mistake, and error, contains a scrivener's error:

Instrument: Substitute Trustee's Deed
Grantors: Albertelli Law Partners North Carolina, P.A.
Grantee: Mortgage Assets Management, LLC
Recorded in Book: 2232
Recorded at Page: 1993
Date Recorded: March 8, 2019

Pursuant to N.C.G.S. § 47-36.1, Affiant makes this Affidavit for the purpose of correcting the above document, which contained the following typographical or other minor error:

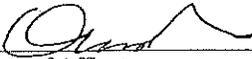
The Substitute Trustee's Deed Revenue Tax was incorrectly entered into Simplifile as \$94,051.00. The Substitute Trustee's Deed Revenue Tax should be \$189.00.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows:

Affiant is knowledgeable of the agreement and the intention of the parties in this regard.
Affiant is the: (check one)

- Drafter of original instrument being corrected
- Closing attorney for transaction involving instrument being corrected
- Attorney for grantor/mortgagor named above in instrument being corrected
- Owner of the property described in instrument being corrected
- Other (Explain: Correction of Revenue Tax Stamp)

A copy of the original instrument (in part or in whole) () is () is not attached.


Signature of Affiant
Print or Type Name: David W. Neill

State of North Carolina
County of Mecklenburg
Signed and sworn to (or affirmed) before me, this the 8 day of March, 2019
My Commission Expires:

9-6-2022 

RACHEL DUNCAN
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 9-6-2022

Type: TRUSTEE DEED
Recorded: 3/8/2019 10:34:12 AM
Fee Amt: \$94,077.00 Page 1 of 3
Revenue Tax: \$94,051.00
Jackson County, NC
Joe Hamilton Register of Deeds

BK 2232 PG 1993 - 1995



Mar - 08 2019 Mar - 08 2019 BH

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EXCISE TAX: \$189.00
PARCEL #: 7517-82-8888

STATE OF NORTH CAROLINA)
COUNTY OF JACKSON)

SUBSTITUTE TRUSTEE'S DEED

TAKE NOTICE THAT THIS IS A DEED, dated this the 8th day of March, 2019, by and between Albertelli Law Partners North Carolina, P.A. (hereinafter "Grantor"), Substitute Trustee of the Deed of Trust hereinafter mentioned, located at 205 Regency Executive Park Drive, Suite 100, Charlotte, NC 28217, and Mortgage Assets Management, LLC, 3900 Capital City Blvd., Lansing, MI 48906 (hereinafter "Grantee").

WHEREAS, on or about October 16, 2006, Betsy S. Phillips executed a Deed of Trust conveying the property described therein to Resource Real Estate Services, LLC, Trustee for Financial Freedom Senior Funding Corporation, a subsidiary of Indymac Bank, F.S.B., Lender, and said Deed of Trust was recorded in Book 1626 at Page 154 in the Jackson County Public Registry, to which reference is hereby made; and

WHEREAS, Grantor was appointed as Substitute Trustee under the Deed of Trust, pursuant to a Substitution of Trustee which was duly recorded on November 29, 2018 in Book 2227 at Page 1710 in the Jackson County Public Registry, to which reference is hereby made; and

WHEREAS, default has occurred in the payment of the indebtedness secured by the Deed of Trust, due demand was made by the holder of the indebtedness secured by the Deed of Trust, and the holder of the indebtedness informed all necessary parties that it will foreclose on the Deed of Trust and sell the property under the terms thereof; and

WHEREAS, under and by virtue of the power and authority vested by the Deed of Trust, the Substitute Trustee, in accordance with the terms and stipulations contained within said Deed of Trust, instituted a special proceeding before the Clerk of Superior Court of Jackson County, North Carolina, which can be identified by special proceeding 18-SP-313; and

WHEREAS, the Substitute Trustee, after due advertisement as required by the Deed of Trust and applicable law, and after due and timely notice was given to all necessary parties of such heretofore identified special proceeding, conducted a proper foreclosure hearing on January 11, 2019, where the Clerk of Superior Court of Jackson County, North Carolina authorized Grantor to proceed under said Deed of Trust and sell the real property as hereinafter described; and

WHEREAS, Grantor, at 10:00 AM on February 22, 2019, did expose the land described in the Deed of Trust, and hereinafter described and conveyed, subject to prior liens, restrictions, easements, conveyances and releases, for sale at public auction at the Jackson County Courthouse, North Carolina, when and where Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust became the last and highest bidder for the hereinafter described land at the price of \$94,051.68; and

WHEREAS, Grantor duly reported the foreclosure sale to the Clerk of Superior Court of Jackson County, North Carolina, as by law required, and thereafter said foreclosure sale remained open ten (10) days with no upset bid being placed within the time permitted by law; and

WHEREAS, pursuant to an Assignment of Bid dated March 8, 2019 Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust assigned its bid to Mortgage Assets Management, LLC; and

WHEREAS, said purchase price has been fully paid; and

NOW, THEREFORE, in consideration of the premises and of the payment of the said purchase price by the Grantee, the receipt of which is hereby acknowledged, and pursuant to the authority vested in it by the terms of the Deed of Trust, Grantor, the Substitute Trustee, does hereby bargain, sell, grant and convey unto the Grantee, its successors and assigns, all of that certain lot or parcel of land, lying and being in Jackson County, State of North Carolina, and being more particularly described as follows:

THE FOLLOWING DESCRIBED PROPERTY, SITUATE, LYING AND BEING IN SAVANNAH TOWNSHIP, JACKSON COUNTY, NORTH CAROLINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 8 AND 9 OF ENCHANTED FORESTS SUBDIVISION, AS SHOWN BY PLAT BEING RECORDED IN PLAT BOOK 3, AT PAGE 59, OF THE PUBLIC RECORDS OF JACKSON COUNTY, NORTH CAROLINA; SAID PLAT IS DATED JUNE 28, 1973 AND WAS PLOTTED BY ROY J. TUCKER, R.L.S.

The above described property is not the primary residence of the Grantor.

To Have and to Hold the heretofore described land, together with all the privileges and appurtenances belonging unto said Grantee, its successors and assigns, in the complete and full manner in which Grantor is authorized and empowered as Substitute Trustee to convey the same.

In Witness Whereof, Grantor, the Substitute Trustee, of the aforesaid Deed of Trust, has hereunto set its hand and affixed its seal, the day and year first above-written.

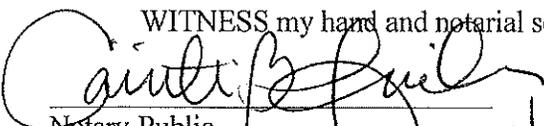
Albertelli Law Partners North Carolina, P.A., Substitute Trustee

By: 
Albertelli Law Partners North Carolina, P.A.
David W. Neill, Esq.
NC State Bar No. 23396
205 Regency Executive Park Drive
Suite 100
Charlotte, NC 28217
T: 704-970-0391

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Caitlin B. Reichman, a Notary Public of Mecklenburg County and State aforesaid certify that David W. Neill personally came before me this day, and I have personal knowledge of the identity of the principal and acknowledged that said individual is an attorney of Albertelli Law Partners North Carolina, P.A. and that by authority duly given, and as an act of the corporation, has voluntarily signed the foregoing instrument on its behalf as its act as Substitute Trustee.

WITNESS my hand and notarial seal, this 8 day of March, 2019.


Notary Public
My Commission Expires: 9/25/2021

CAITLIN B REICHMAN
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 9-25-2021

Article 8E.

Excise Tax on Conveyances.

§ 105-228.28. Scope.

This Article applies to every person conveying an interest in real estate located in North Carolina other than a governmental unit or an instrumentality of a governmental unit. (1967, c. 986, s. 1; 1999-28, s. 1.)

§ 105-228.29. Exemptions.

This Article does not apply to any of the following transfers of an interest in real property:

- (1) By operation of law.
- (2) By lease for a term of years.
- (3) By or pursuant to the provisions of a will.
- (4) By intestacy.
- (5) By gift.
- (6) If no consideration in property or money is due or paid by the transferee to the transferor.
- (7) By merger, conversion, or consolidation.
- (8) By an instrument securing indebtedness. (1967, c. 986, s. 1; 1999-28, s. 1; 1999-369, s. 5.10(a)-(c).)

§ 105-228.30. Imposition of excise tax; distribution of proceeds.

(a) An excise tax is levied on each instrument by which any interest in real property is conveyed to another person. The tax rate is one dollar (\$1.00) on each five hundred dollars (\$500.00) or fractional part thereof of the consideration or value of the interest conveyed. The transferor must pay the tax to the register of deeds of the county in which the real estate is located before recording the instrument of conveyance. If the instrument transfers a parcel of real estate lying in two or more counties, however, the tax must be paid to the register of deeds of the county in which the greater part of the real estate with respect to value lies.

The excise tax on instruments imposed by this Article applies to timber deeds and contracts for the sale of standing timber to the same extent as if these deeds and contracts conveyed an interest in real property.

(b) The register of deeds of each county must remit the proceeds of the tax levied by this section to the county finance officer. The finance officer of each county must credit one-half of the proceeds to the county's general fund and remit the remaining one-half of the proceeds, less taxes refunded and the county's allowance for administrative expenses, to the Department of Revenue on a monthly basis. A county may retain two percent (2%) of the amount of tax proceeds allocated for remittance to the Department of Revenue as compensation for the county's cost in collecting and remitting the State's share of the tax. The Department of Revenue shall credit the funds remitted to the Department of Revenue under this subsection to the General Fund. (1967, c. 986, s. 1; 1991, c. 689, s. 338; 1991

(Reg. Sess., 1992), c. 1019, s. 1; 1993 (Reg. Sess., 1994), c. 772, s. 2; 1995, c. 456, s. 3; 1999-28, s. 1; 2000-16, s. 1; 2001-427, s. 14(a); 2011-330, s. 30(b); 2013-360, s. 14.4(a).)

§ 105-228.31. Repealed by Session Laws 1999-28, s. 1.

§ 105-228.32. Instrument must be marked to reflect tax paid.

A person who presents an instrument for registration must report to the Register of Deeds the amount of tax due. It is the duty of the person presenting the instrument for registration to report the correct amount of tax due. Before the instrument may be recorded, the Register of Deeds must collect the tax due and mark the instrument to indicate that the tax has been paid and the amount of the tax paid. (1967, c. 986, s. 1; 1969, c. 599, s. 1; 1973, c. 476, s. 193; 1999-28, s. 1; 2009-454, s. 2.)

§ 105-228.33. Taxes recoverable by action.

A county may recover unpaid taxes under this Article in an action in the name of the county brought in the superior court of the county. The action may be filed if the taxes remain unpaid more than 30 days after the register of deeds has demanded payment. In such actions, costs of court shall include a fee to the county of twenty-five dollars (\$25.00) for expense of collection. (1967, c. 986, s. 1; 1999-28, s. 1.)

§ 105-228.34: Repealed by Session Laws 1999-28, s. 1.

§ 105-228.35. Administrative provisions.

Except as otherwise provided in this Article, the provisions of Article 9 of this Chapter apply to this Article. (1967, c. 986, s. 1; 1999-28, s. 1; 2000-170, s. 1.)

§ 105-228.36: Repealed by Session Laws 1999-28, s. 1.

§ 105-228.37. Refund of overpayment of tax.

(a) Refund Request. – A taxpayer who pays more tax than is due under this Article may request a refund of the overpayment by filing a written request for a refund with the board of county commissioners of the county where the tax was paid. The request must be filed within six months after the date the tax was paid and must explain why the taxpayer believes a refund is due.

(b) Hearing by County. – A board of county commissioners must conduct a hearing on a request for refund. Within 60 days after a timely request for a refund has been filed and at least 10 days before the date set for the hearing, the board must notify the taxpayer in writing of the time and place at which the hearing will be conducted. The date set for the hearing must be within 90 days after the timely request for a hearing was filed or at a later date mutually agreed upon by the taxpayer and the board. The board must make a

decision on the requested refund within 90 days after conducting a hearing under this subsection.

(c) Process if Refund Granted. – If the board of commissioners decides that a refund is due, it must refund the overpayment, together with any applicable interest, to the taxpayer and inform the Department of the refund. The Department may assess the taxpayer for the amount of the refund in accordance with G.S. 105-241.9 if the Department disagrees with the board's decision.

(d) Process if Refund Denied. – If the board of commissioners finds that no refund is due, the written decision of the board must inform the taxpayer that the taxpayer may request a departmental review of the denial of the refund in accordance with the procedures set out in G.S. 105-241.11.

(e) Recording Correct Deed. – Before a tax is refunded, the taxpayer must record a new instrument reflecting the correct amount of tax due. If no tax is due because an instrument was recorded in the wrong county, then the taxpayer must record a document stating that no tax was owed because the instrument being corrected was recorded in the wrong county. The taxpayer must include in the document the names of the grantors and grantees and the deed book and page number of the instrument being corrected.

When a taxpayer records a corrected instrument, the taxpayer must inform the register of deeds that the instrument being recorded is a correcting instrument. The taxpayer must give the register of deeds a copy of the decision granting the refund that shows the correct amount of tax due. The correcting instrument must include the deed book and page number of the instrument being corrected. The register of deeds must notify the county finance officer and the Secretary when the correcting instrument has been recorded.

(f) Interest. – An overpayment of tax bears interest at the rate established in G.S. 105-241.21 from the date that interest begins to accrue. Interest begins to accrue on an overpayment 30 days after the request for a refund is filed by the taxpayer with the board of county commissioners. (2000-170, s. 2; 2007-491, s. 24; 2011-330, s. 30(a).)

§§ 105-228.38 through 105-228.89. Reserved for future codification purposes.