



**CITY OF HENDERSONVILLE  
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

Phone (828) 697-3010 | Fax (828) 698-6185

www.hendersonvillenc.gov

**Petition Requesting Annexation**

The following are the **required** submittals for a complete application for a Voluntary Annexation. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- 1. Completed Application Form
- 2. A copy of the deed indicating ownership of the property.
- 3. An Annexation Survey Plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. *Provided by Freeland Clinkscales*
- 4. A typed boundary description of the property.

**A. Property Information**

PIN(s): 9568-48-5695

Address(es) / Location of Property: 1019 Berkley Rd.  
Hendersonville, NC 28791

Does this property adjoin the present City Limits?  Yes  No

Is the property within the ETJ?  Yes  No

Reason for Annexation:

Office Use:

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Fee Received? Y/N



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Application Number: \_\_\_\_\_

**Property Owner Signatures:**

Printed Name Kevin Fakhoury

Corporation  Limited Liability Company  Trust  Partnership  Other: \_\_\_\_\_

Signature *Kevin Fakhoury*

Title President/owner Email Kevin.Fakhoury@gmail.com

Address of Property Owner 1019 Berkley Rd, Hendersonville, NC 28791

Printed Name Alexandra Fakhoury

Corporation  Limited Liability Company  Trust  Partnership  Other: \_\_\_\_\_

Signature *Alexandra Fakhoury*

Title Co-Owner Email alex.fakhoury95@gmail.com

Address of Property Owner 1019 Berkley Road, Hendersonville NC 28791

Printed Name \_\_\_\_\_

Corporation  Limited Liability Company  Trust  Partnership  Other: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Email \_\_\_\_\_

Address of Property Owner \_\_\_\_\_

when added to the other sums secured by the Security Instrument, exceeds the face amount of the Note. Such amount shall be payable immediately on demand by Lender and shall bear interest at the default rate set forth in the Note.

**NATURE OF AGREEMENT.** This Assignment protects and benefits only Lender and its successors and assigns. No third party may bring an action under this Assignment. The relationship between Lender and Assignor established hereunder is only that of creditor and debtor. Nothing in this Assignment shall be construed to make the parties partners, joint venturers, or to stand in any other relationship with respect to each other besides that of creditor and debtor.

**ERRORS AND OMISSIONS.** Assignor will execute and deliver any further documents that Lender reasonably requests to effect the purposes of this Assignment.

**NOTICES.** Unless otherwise required by applicable law or provided under this Assignment, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No delay or failure to demand strict adherence to the terms of this Assignment shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Assignment. If Lender waives a right, or delays enforcing a right, Lender may still enforce the same right later.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Assignment without notice to Assignor. Any assignee will have the same rights as Lender. Assignor may not assign this Assignment or any part of it.

**By signing this Assignment, Borrower acknowledges reading, understanding, and agreeing to all its provisions.**

*Kevin A Fakhoury*  
KEVIN A FAKHOURY  
Individually  
Date 11/14/2023

*Alexandra H Fakhoury*  
ALEXANDRA H FAKHOURY  
Individually  
Date 11/14/23

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA  
COUNTY OF Henderson

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: KEVIN A FAKHOURY and ALEXANDRA H FAKHOURY.

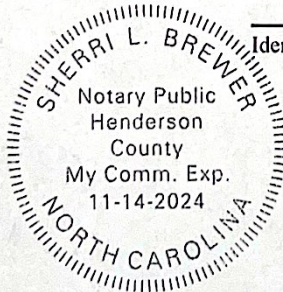
Date: 11-14-2023

My commission expires: 11-14-2024

*Sherril L Brewer*  
Notary Name Sherril L. Brewer

Identification Number \_\_\_\_\_

(Official Seal)



**A.**  
 U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
**SETTLEMENT STATEMENT**

**B. TYPE OF LOAN:**  
 1.  FHA    2.  FmHA    3.  CONV. UNINS.    4.  VA    5.  CONV. INS.  
 6. FILE NUMBER:  
 FAKHOURY 23-4164    7. LOAN NUMBER:  
 8. MORTGAGE INS CASE NUMBER:

**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.  
 1.0 3/98 (FAKHOURY 23-4164.PFD/FAKHOURY 23-4164/30)

<b>D. NAME AND ADDRESS OF BORROWER:</b> NRX as Qualified Intermediary for Kevin Fakhoury 24 Country Road Hendersonville, NC 28791	<b>E. NAME AND ADDRESS OF SELLER:</b> Hendersonville Church, Inc. ANC Non-Profit Corporation PO Box 425 Flat Rock, NC 28731	<b>F. NAME AND ADDRESS OF LENDER:</b> Movement Bank 201 North Union Street Danville, VA 24541
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<b>G. PROPERTY LOCATION:</b> 1019 Berkeley Rd. & adjoining Lot Hendersonville, NC 28791 Henderson County, North Carolina	<b>H. SETTLEMENT AGENT:</b> Hogan & Brewer, PLLC  <b>PLACE OF SETTLEMENT</b> 229 North Main Street Hendersonville, NC 28792	<b>I. SETTLEMENT DATE:</b> November 14, 2023
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J. SUMMARY OF BORROWER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>	
101. Contract Sales Price	531,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	15,461.49
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. Taxes 10007692 11/15/23 to 01/01/24	335.29
107. Taxes 10007693 11/15/23 to 01/01/24	353.04
108. HOA Dues to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>547,154.82</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>	
201. Deposit or earnest money	5,000.00
202. Principal Amount of New Loan(s) - Construction Loan	( 881,000.00)
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207. Land Acquisition Draw	208,069.16
208. Due Diligence Fee	
209. Seller Paid Closing Costs	
<i>Adjustments For Items Unpaid By Seller</i>	
210. Taxes 10007692 to	
211. Taxes 10007693 to	
212. HOA Dues to	
213.	
214.	
215.	
216. Exchange funds from NRX, QI	334,085.66
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>547,154.82</b>
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>	
301. Gross Amount Due From Borrower (Line 120)	547,154.82
302. Less Amount Paid By/For Borrower (Line 220)	( 547,154.82)
<b>303. CASH ( FROM ) ( TO ) BORROWER</b>	<b>0.00</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	531,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. Taxes 10007692 to	
407. Taxes 10007693 to	
408. HOA Dues to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>531,000.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	33,422.00
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage to First Citizens Bank/00910	368,750.73
505. Payoff Second Mortgage	
506.	
507. (Deposit disb. as proceeds)	
508. Due Diligence Fee	
509. Seller Paid Closing Costs	
<i>Adjustments For Items Unpaid By Seller</i>	
510. Taxes 10007692 01/01/23 to 11/15/23	2,268.59
511. Taxes 10007693 01/01/23 to 11/15/23	2,422.46
512. HOA Dues to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>406,863.78</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross Amount Due To Seller (Line 420)	531,000.00
602. Less Reductions Due Seller (Line 520)	( 406,863.78)
<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	<b>124,136.22</b>