

IN THE SUPREME COURT OF THE LUMBEE TRIBE OF NORTH CAROLINA

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David Locklear,  
Petitioner

Case No. 2021-001

v.

Ron Oxendine,  
Respondent

PETITIONER'S MOTION  
TO SHIFT THE BURDEN OF PROOF TO CANDIDATE

and

Tribal Elections Board,  
Intervenor

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NOW COMES David Locklear, the Petitioner in this matter, by and through his counsel, respectfully requesting this Honorable Court in the hearing of this matter to require the Respondent and candidate, Ron Oxendine to prove by a preponderance of the evidence that he meets the residency requirements set out in the Lumbee Constitution, and in support of this motion states the following:

1. It is undisputed that the Respondent lived out of the Lumbee territory and only recently had been physically present in the territory.
2. The Petitioner, based upon information and belief and after reasonable inquiry, questioned whether the Respondent met the residency requirements; thus, this challenge Petition.
3. The Respondent has within himself all the particulars needed for the Court to make a reasoned and sound determination as to whether the Respondent meets the candidacy requirements.
4. With all due respect, the standards and burden of proof set out in the Election Board Policy and Procedures is outdated and unworkable. All jurisdictions know to this Petitioner require the candidate, when his/her residence is challenged, to prove that he/she meets the requirements. In other words, when a candidate's residency is challenged, the burden shifts to the candidate to prove residency, rather than the challenger. The North Carolina Statute 163-127.5 Burden of Proof states that **"the burden of proof shall be upon the candidate, who must show by a preponderance of the evidence on the record as a whole that he or she is qualified to be a candidate for the office."** It goes on to say that the candidate must show, among other things, **"actual abandonment of the first domicile."**

It is for the reasons stated above that Petitioner prays that the Court adopt the commonly accepted requirement that when a candidate's residency is challenged, that the burden shifts to the candidate.

Respectfully submitted electronically this 13<sup>th</sup> day of October, 2021.

Gary L. Locklear  
Attorney for Petitioner  
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Copy sent to Matt Roller for the Court at [Mroller@lumbeetribecourt.com](mailto:Mroller@lumbeetribecourt.com)

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**IN THE SUPREME COURT OF THE LUMBEE TRIBE OF NORTH CAROLINA**

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**David Locklear,**  
Petitioner

**Case No. 2021-001**

v.

**Ron Oxendine,**  
Respondent

**PETITIONER'S MOTION FOR COURT  
TO RECONSIDER INTERVENTION**

**and**

**Tribal Elections Board,**  
Intervenor

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NOW COMES David Locklear, the Petitioner in this matter, by and through his counsel, respectfully requesting this Honorable Court to reconsider its October 8, 2021 Order that allowed the Lumbee Tribal Election Board to intervene in this matter, and in support thereof avers as follows:

1. Neither the Lumbee Constitution nor the Judicial Code of the Lumbee Supreme Court make any provisions for intervention, not by right nor by permission; however, Petitioner acknowledges the Court has inherent authority to enter certain orders when special and rare circumstances require it to do so. Petitioner argues that this case is not the appropriate case to exercise such discretion and is prepared to offer compelling evidence at the hearing to support this claim.
2. The Tribal Election Board never filed a motion seeking to intervene so they should not be allowed to intervene.
3. Petitioner was not noticed nor made a party to the intervention; thus, Petitioner never had an opportunity to oppose the intervention.
4. Articles IX and X of the Lumbee Constitution clearly place jurisdiction of this challenge before this Court in the nature of an appeal. Appeals in this context do not normally give the body that issued the original ruling, the Election Board, an opportunity to be heard again. This Court can and should resolve this matter based solely upon the evidence presented at the hearing between the Petitioner and the Respondent, and not be swayed by outside influences.
5. The Policy and Procedures of the Election Board provide that any matter certified by it shall be final and reviewable by the Supreme Court. Nothing in their Policy and

Procedures remotely suggests that the Election Board gets to participate in the appeal process. They've already ruled. Nobody expects that the Election Board will do anything different if the Court gives them a forum to demean and question the Court's authority to resolve this matter in a fair and equitable way after a hearing. It would be totally unfair for the Court to allow the Election Board to help Ron Oxendine make his case. Make the Respondent prove to the Court by a preponderance of the evidence that he meets the constitution residency requirement. Why give the Election Board a forum to deflect from the real issue, that being whether the Respondent meets the residency requirements?

6. Allowing the Election Board to be a party in this action going forward means that the Election Board will in affect, represent the Respondent, Ron Oxendine. That's totally wrong. That's allowing them to take a side in this matter. Appearance and perception are reality, should that occur.
7. The Court should not be concerned about "how the members of the Election Board feel when their authority is questioned" by the Petitioner. This matter is far greater than the hurt feelings. Petition has never suggested that the Election Board intentionally did anything wrong; but rather, simply didn't ask all the requisite questions of the Respondent to ensure that he met the residency requirement. This is a case of first impression, so Petitioner appreciates the dilemma the Election Board faced.
8. Lastly, the Election Board should not be allowed to intervene because they failed to share even the most basic information with the Petitioner when Petitioner sought a copy of Respondent's candidacy application in order to determine how long the Respondent claimed that he had been in the territory. The Election Board sent a totally redacted (blank) copy of the application (attached) containing only the Respondent's name. That alone should bar the Election Board from participating further in this case.

Respectfully submitted electronically this 13<sup>th</sup> day of October, 2021.

Gary L. Locklear,  
Attorney for Petitioner  
[locklearlaw@gmail.com](mailto:locklearlaw@gmail.com)

Copy sent to Matt Roller for the Court at [Mroller@lumbeetribe.com](mailto:Mroller@lumbeetribe.com)  
Copy sent to Election Board at

**THE SUPREME COURT OF THE LUMBEE TRIBE OF NORTH CAROLINA**

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**David Locklear,**  
Petitioner

Case No. 2021-001

v.

**PETITIONER'S MEMORANDUM IN SUPPORT OF  
DISQUALIFICATION OF THE CANDIDACY OF  
RON OXENDINE FOR TRIBAL CHAIRMAN**

**Ron Oxendine,**  
Respondent

and

**Tribal Elections Board,**  
Intervenors

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NOW COMES David Locklear, the Petitioner above, by and through counsel, submitting this Memorandum of Law in support of the Petition previously filed and now being considered by this Court wherein the Petitioner seeks the disqualification of the candidacy of Ron Oxendine for Tribal Chairman of the Lumbee Tribe of North Carolina.

**SUMMARY OF THE CASE AND PERTINENT FACTS**

Respondent Ron Oxendine and three (3) other members of the Lumbee Tribe filed candidacy applications with the Lumbee Tribe Election Board within the filing deadline of September 3, 2021 seeking the office of Lumbee Tribal Chair in an election schedule for November 9, 2021.

The Lumbee Constitution requires, among other things, that a candidate for Tribal Chair meet the residency requirement set out in Article VIII, section 2(b). It reads as follows:

**“b. have maintained his or her principal place of residence in the territory of the  
Tribe for the preceding one (1) year.”**

The application for Tribal Chair contains wording similar to the above with the additional clause of “no less than, the” and requires the applicant to state the “length of time at this residence”. It also contains a certification sheet with similar language. Other than personal information, the application does not require additional proof of residency for the required period in order to file

for Tribal Chair. The application does not require the applicant to swear or affirm before a Notary Public that the responses are true. It only has a statement about the residency requirements and requires the applicant's signature and an accompanying witness' signature.

The Respondent, was born and lived in the territory during his youth; however, he spent most, if not all, of his adult life elsewhere, and has only recently returned to the territory, as the evidence will show. Petitioner concedes only that the Respondent recently lived in a residence within the territory when he filed his application seeking election to Tribal Chair. The conduct of the Respondent (which will be further developed and brought to the Court's attention at the challenge hearing) has created a reasonable and well-founded suspicion among many Tribal members that while the Respondent may have lived in the territory for an undetermined period, he does not otherwise meet the constitutional requirement set out in the Lumbee Constitution.

Petitioner is an active and concerned Lumbee Tribal member. After hearing countless rumors regarding the Respondent's conduct that was contrary to his claim of residency in the territory, he waited and waited for someone, preferably one or all of the other candidates for Tribal Chair, to challenge the residency of the Respondent. When that did not happen, he filed this Petition on October 7, 2021 by himself on behalf of the many concerned members of the Lumbee Tribe who simply want this cloud of suspicion lifted before the election of Tribal Chair on November 9, 2021.

The Court issued an Emergency Order on October 7, 2021 seeking guidance from all candidates, including Tribal Council candidates, who seek office during this election cycle as to how this case should proceed, given that the election is set for November 9, 2021. The Court thereafter issue subsequent Orders setting the matter for hearing on Thursday, October 14, 2021 and fixing a deadline for filing legal briefs, that being 10:00 p.m. on Monday, October 11, 2021.

The attorney for the Election Board sent a "To Whom it May Concern" letter, including several attachments, dated October 8, 2021 (apparently sent to this Court) demanding that the Court apply the standards and procedures of her client, the Lumbee Tribe Election Board, in this matter; and further, challenging the Court's authority to direct the Election Board to stop processing absentee ballots until this case is resolved. The Court in a subsequent Order allowed the Election Board to intervene in the matter of *Locklear v. Oxendine* 2021-0001.

Petitioner filed a written request with the Election Board before the Petition was filed for redacted copies of the applications for Tribal Chair in order to determine what information the Respondent and others included in their applications. When the Election Board finally responded to the request at 8:00 a.m. Monday, October 11, 2021, they sent fully redacted copies, which is to say they sent a four (4) page application for each of the candidates for Tribal Chair that contained only the name of the candidate with every space for information blacked out. This puts the Petitioner and every Tribal member at a disadvantage in getting information that they should be unquestionably entitled to have.

## ISSUES PRESENTED

1. Does the Tribal Election Board have standing to intervene in this matter?
2. Does the Supreme Court of the Lumbee Tribe of North Carolina have original jurisdiction and/or inherent authority to resolve the residency question raised by the Petition?
3. Is this Court bound by the procedures, standards, and/or definitions adopted by the Election Board?
4. Whether the burden of proof is on the Petitioner or on the Respondent?
5. Can a person be physically present in the territory for more than a year from the commencement of the term for Tribal Chair and still not meet the constitutional residency requirement?
6. Has the Respondent abandoned his former residence outside the territory, and if so, when?
7. Does the Respondent meet the constitutional requirement to file for Lumbee Tribal Chair?

## ARGUMENT

Issue one: Does the Tribal Election Board have standing to intervene in this matter?

The answer is NO. Lumbee Tribal Election Board is a necessary and vital Board created by Article X of the Lumbee Constitution to conduct Lumbee Tribal elections. The same Article X gives the Election Board the authority to make rules and regulations for conducting elections. This Board serves an extremely worthwhile purpose when they do what they are charged with doing. Item 3 of Article X in the Constitution reads as follows:

**“Any matter decided or certified by the Tribal Elections Board shall be deemed final tribal action and shall be reviewable by the Supreme Court of the Lumbee Constitution”.**

The Election Board certified the candidacy of the Respondent. That final action is reviewable by the Supreme Court; thus, the Election Board no longer has jurisdiction in this matter. As result, the Election Board has no standing to intervene and should not have been allowed to do so. Further, Section 7(5.) of the Election Board Policy and Procedures (for reference see documents filed by Election Board) reads as follows:

**“Any matter decided or certified by the Tribal Elections shall be deemed final Tribal action and shall be reviewable by the Supreme Court of the Lumbee Constitution”.**

This is nearly identical language to that found in the Lumbee Constitution, as set out above. Correctly or incorrectly, the Election Board certified the Respondent’s candidacy. They did what they were charged with doing. That should end the Election Board’s participation in the certifying process. Petitioner raised the residency challenge in the Supreme Court which is, as stated above, the proper forum for this issue to be resolved. This challenge is in effect an appeal. The Election Board is not a party to this Petition; they have no standing to intervene. Allowing the Election Board to intervene is tantamount to allowing the Election Board to represent Ron Oxendine. That certainly is the appearance if not the reality if the Election Board is allowed to intervene.

Petitioner restates his position that the Election Board is not a party in this action and should not be allowed to participate in it as an intervenor. The Lumbee Constitution grants no right of intervention. Petitioner concedes that the Court may have limited discretion to allow intervention but that this case is not the appropriate case because, if allowed, it means the Election Board represents Ron Oxendine and the Election Board’s attorney will be paid for by the Lumbee people. This situation is untenable for reasons that need not be argued.

Issue two: Does the Supreme Court of the Lumbee Tribe of North Carolina have original jurisdiction and or inherent authority to resolve the residency question raise by the Petition?

The answer is YES. Article IX of the Lumbee Constitution states “The Supreme Court of the Lumbee Constitution shall have original jurisdiction over all cases and controversies arising under the Lumbee Constitution and all ordinances of the Lumbee Tribe of North Carolina.” Further, as stated above in issue one, Article X Section 3 of the Constitution and Section 7(5) of the Election Board Policy and Procedures, both clearly state that the Supreme Court is the proper forum to resolve the constitutionally required residency of the candidate.

Issue three: Is the Court bound by the procedures, standards, and/or definitions adopted by the Election Board?

The answer is NO. It has been well settled law since U.S. Supreme Chief Justice John Marshall in 1803 ruled in the Marbury v. Madison case that the Supreme Court decides what the law is and that the Court has the power to overturn acts of Congress, or in this instance, acts of the Election Board. It is also universally known and accepted that the Supreme Court, wherever located, not only is the “highest law of the land” and “the highest tribunal”, but has the power to rule and/or change existing law. In the October 8<sup>th</sup> letter from the Election Board’s attorney (for reference see documents submitted by Election Board) she stated unequivocally that the Supreme Court, **must** use the standards established by the Election Board. That is simply wrong and



totally misplaced. The letter further states that **“the Supreme Court lacks any authority over the independent Board of Elections as it is not a party to any action to prohibit any action authorized by statute to stop the issuance of ballots”**. Wrong again! That is a direct challenge to your authority as members of the Supreme Court. Again, it is well settled that the Supreme Court is the highest law of the land, and in this instance, the highest law and final arbiter of constitutional questions arising among and between members of the Lumbee Tribe.

The Election Board adopted the definition for “voter residence”, as opposed to residency for a candidate, from the N.C. General Statute 163-57(1), [https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_163/GS\\_163-57.pdf](https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_163/GS_163-57.pdf) except that the Election Board failed to include the several exceptions set out in the state statute. Failing to include the exceptions makes all the difference in the world in the definition. The Election Board’s definition, without the many exceptions, fails to address the real issue and fails to distinguish residency from domicile. There is a huge difference in being a qualified voter and being a qualified candidate. The requirements are much different. Hopefully this Court will adopt a definition of residency that is appropriate in this hearing and more applicable in all situations, not just the current one.

Issue four: Whether the burden of proof in this residency challenge is on the Petitioner or on the Respondent?

The burden of proof should be on the Respondent. Petitioner concedes that the Election Board in Section 7(4) of their Policy and Procedures (see documents submitted by Election Board) states that the burden of proof is upon the challenger. That requirement is totally misplaced and contrary to common sense and contrary to all statutory provisions known to the Petitioner. It is well settled and commonly accepted that after a minimal showing, e.g., reasonable suspicion formed after good faith inquiry by the Petitioner (challenger), the burden of proof shifts to the Respondent (the challenged candidate) in this context. This is for good reason. It is the challenged person who has all of the pertinent information necessary to sustain the challenge. In this instance, the Election Board refused to share any information with the Petitioner other than the candidate’s name. No reasonable system of justice can survive under this scheme. How can people have faith in the election process when basic information is kept from them? The Court through this hearing can rectify this misplaced burden.

Issue five: Can a person be physically present in the territory for more than a year from the commencement of the term for Tribal Chair and still not meet the constitutional residency requirement?

The answer is YES. The rule in all jurisdictions is that you may have multiple residences, even in many states, but you can have only one state of domicile. Residence and domicile are not interchangeable. It is a matter of what the facts show. Don Wright, former General Counsel to the N.C. State Board of Elections wrote a lengthy article in 2007 entitled *Residency for Election Purposes* <https://www.waynegov.com/DocumentCenter/View/63/Residency-for-Election->

[Purposes-PDF](#) that is helpful in this challenge. Wright states that a person may have an actual abode (residence) in one place, and his permanent established home (domicile) in another. He cites *Lloyd v. Babb* 296 NC 416 (1979) stating that “a person has domicile for voting purposes at a given place if he/she 1) **has abandoned his prior home** (emphasis mine) and he is residing elsewhere; and 2) has a present intention to make that place his home, and 3) has no intention presently to leave that place. He goes on to say that “to establish a change of domicile, a person must show: (1) **an actual abandonment of the first domicile, coupled with an intention not to return to it** (emphasis mine); (2) the acquisition of a new domicile by actual residence; and (3) the intent of making the newer residence a permanent home. *Farnsworth v. Jones* 112 N.C. App. 187 (1994)”.

Petitioner intends to show at the hearing of this matter that the Respondent, by his conduct, has not abandoned his first domicile, that is his residence in Virginia; further, Petitioner will show that regardless of the period of time Respondent claims physical presence in the territory, even if the time frame fits the residency time frame, that alone does not mean he meets the constitutional residency requirement. Petitioner will show that simply “being here in the territory” does not meet the requirements.

Issue six: Has the Respondent abandoned his former residence outside the territory, and if so, when?

Respondent’s conduct suggests that the answer is NO. Petitioner will solicit evidence at the hearing of this matter to support Petitioner’s claims. The Respondent has all the necessary information to establish this claim. If the Court shifts the burden of proof to the appropriate party, the Respondent, then he will explain to the Court his position and will be subject to cross examination. If the Court does not shift the burden, then the Respondent will be called as the first witness and have to answer questions on direct examination, and there will be many.

Issue seven: Does the Respondent meet the constitutional requirement to file and run for Tribal Chair?

The answer is NO. Again, the Respondent has all the necessary information. It will be solicited from him either on direct examination or on cross examination, depending upon the Court’s ruling on who has the burden of proof. Petitioner intends to show through the evidence that the Respondent cannot meet the constitutional residency requirements to file and run for Tribal Chair, even if he has been physically present in the territory for what would otherwise be the required period.

## SUMMARY

The Petitioner never intended to create a firestorm. He simply wants what every other member of the Lumbee Tribe should want, and that is what is best for the Lumbee Tribe. In this instance, Lumbee Tribal members are absolutely entitled to know that the candidate for Tribal

Chair that they vote for does in fact meet the constitutional residency requirements. Surely Ron Oxendine wants this, too. One would think that the Respondent would be eager to prove that he meets the residency requirement, but regrettably, it seems otherwise.

Petitioner closes with a question: What if no challenge hearing was held in this matter and the Respondent went on to win the election for Tribal Chair, and then after the fact, subsequent evidence revealed that he never met the residency requirement? What a colossal and embarrassing mess that would be. That is precisely why the Petitioner brought this challenge.

Thank you for your time and attention to this matter. Respectfully submitted this 11<sup>th</sup> day of October, 2021 by email to: [mroller@lumbeetribe.com](mailto:mroller@lumbeetribe.com)

Gary Locklear, Attorney  
locklearlaw@gmail.com



**THE SUPREME COURT OF THE LUMBEE TRIBE OF  
NORTH CAROLINA**

**NORTH CAROLINA  
ROBESON COUNTY**

**CASE NO. 2021-001**

**DAVID LOCKLEAR,  
Petitioner**

v.

**PETITIONER'S RESPONSE  
TO THE COURT'S INQUIRIES**

**RON OXENDINE,  
Respondent**

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COMES NOW David Locklear, the Petitioner in the above-styled matter, by and through counsel, respectfully responding to the inquiries of the Honorable Joshua D. Malcolm, Chief Justice of the Supreme Court of the Lumbee Tribe of North Carolina, on behalf of the full Court, as follows:

- 1. What Order(s), if any should the Court issue to ensure eligible tribal voters are not disenfranchised during the pendency of the Court considering the as of *Locklear v. Oxendine*, File no. 2021-001?**

Qualified Tribal voters should under no circumstances be deprived of voting, and **they will not be deprived, regardless of the outcome of this requested candidate challenge.**

As set forth in the Petition, the Petitioner is of the strongly held opinion that the Court can and should hold an expedited hearing, given the significant constitutional issue at stake, in no less than seven (7) days from date of filing (and subsequent notice to the Respondent). This action was filed on Wednesday, October 6, 2021. A full seven (7) days would be Wednesday, October 13, 2021. The tribal election is some twenty-seven (27) days after the suggested hearing date.

Requests for absentee ballots must be received by 5 p.m. on Friday, October 8, 2021. As of Thursday, October 7, 2021, approximately 100+/- absentee ballots had been mailed out. Of course, it is likely that some limited number of timely requests remain to be processed. At the end of the absentee ballot request period, the Tribal Election Board will know precisely the number of absentee ballots mailed out, each person's name and the addresses of all who received absentee ballots.

If the Respondent is able to prove to the Court that he meets the residency requirement, then no changes in the election process would be required; however, the Court could and probably should direct the Election Board to hold the remaining absentee ballot requests until the challenge hearing is resolved. That should only be a few days from October 8<sup>th</sup> until the date of the hearing.

If the Respondent is not able prove to the Court that he meets the residency requirements, then only the limited number of persons who have received absentee ballots would be impacted; however, **they certainly would not be deprived of voting.** New ballots would need to be printed with the proper listing of candidates and re-sent to those who previously received the original absentee ballot. **Again, no Tribal member would be deprived of his or her right to vote.**

The short answer to the Court's question above is that no Order is needed "during the pendency of the Court considering the case". Only a directive to the Election Board to hold the unprocessed absentee ballots would be needed. Once the case is heard, if the Respondent cannot prove that he meets the constitutional residency requirements, the Court should direct (order) the Tribal Elections Board to re-print ballots with the corrected candidates and send the new ballots to those Tribal members who previously received an absentee ballot.

- 2. What procedure(s), if any, should the Court follow in response to Petitioner's request for it to "set this matter for an immediate and/or expedited hearing within seven (7) days or sooner so that it can be quickly resolved in order to not interfere with Tribal elections scheduled for November 9, 2021"?**

Petitioner acknowledges that the Court's Judicial Code sets out time constraints as it should. If the Petitioner is bound by those constraints, especially in this instance where there is a significant constitutional question at issue, then the Court will have chosen form over substance. If the Court does not hold an expedited hearing before the election, Tribal members will be deprived of knowing whether the Respondent was held to the same residency standard as all other candidates. In other words, the election of the Tribal Chairperson has the potential of being severely tainted if this expedited challenge hearing is not allowed. A challenge hearing after the election is a situation that no reasonable person or court wants. That would be an untenable and potentially disastrous situation.

Petitioner acknowledges that courts have procedural rules for obvious reasons, and that they almost always follow their established rules; however, courts also have inherent authority and discretion to veer from those rules when exigent circumstances exist or when the particular situation demands it, such as in this case. For example, Courts regularly hold expedited hearings when significant harm could/would otherwise occur. The significant harm in this instance is the possibility that a person could be elected leader of the Lumbee people who does not meet the constitutional residency requirements. That would be an embarrassment of epic proportions should that happen. The Lumbee tribe would lose all credibility should that occur. The future of the Lumbee people is too important to let procedural rules get in the way of finding out the truth.

No candidate should be allowed to remain a candidate when the candidate's residency is challenged and the candidate is unable to prove that he meets the residency requirements imposed by the Lumbee Constitution. In the present case all our Tribe has is a signed statement by the Respondent that he met the residency requirements. What assurances, if any, do the Lumbee people have that official checks were made to verify the residency claim when the application was filed? The circumstances in this case are unique and unlike any others, given Respondent's recent move to the territory from another state, as opposed to have been in the territory for years. Under these circumstances, when officially challenged, it is incumbent upon the candidate to prove that he meets the requirements. This will never happen without a hearing. The Lumbee people will never know without a hearing. Only this Court can grant that hearing. If the Court has the power to grant the hearing, then the Court has the power to grant an expedited hearing.

The short answer to this question is that the Court should consider the seriousness of this matter, the harm and negative implications that potentially would follow if a candidate who fails to meet the residency requirements is allowed to run and possibly get elected as Tribal Chairman, and as a result, exercise its inherent authority and enter a simple order expediting the hearing, hopefully within the period requested by the Petitioner.

Again, at the risk of being redundant, if the Court grants the hearing on October 13<sup>th</sup>, 2021 and finds in favor of the Respondent, then the voters have full confidence that all candidates meet the residency requirements set out in the Lumbee Constitution. However, if the Court grants the hearing on October 13<sup>th</sup>, 2021 and disqualifies the Respondent, that leaves twenty-seven (27) days before the November 9<sup>th</sup>, 2021 Tribal elections in which the Tribal Election Board can order and receive new ballots and re-send absentee ballots to approximately 100+/- absentee ballot recipients. While this is a condensed time to conduct the election, it is nevertheless, adequate time to get it done.

3. **What procedure(s), if any, should the Court follow in response to Petitioner's request for it to "direct the Lumbee Tribal Election Board to withhold the printing of ballots until this matter is resolve," which this Court has interpreted as a request for the Court to order the Election Board to "cease distributing absentee ballots until such time as the Court decides otherwise and/or until this matter is resolved"?**

Given that October 8, 2021 is the deadline for seeking absentee ballots, at the end of the day, the Tribal Election Board will know exactly how many absentee ballots have been sent to voters (100+/-) and how many remaining pending requests for absentee ballots that have not been processed and sent. The initial Court Order should direct the Tribal Election Board to hold any un-sent absentee ballots until the challenge hearing is completed and to await further orders from the Court.

If the Respondent is able to prove that he meets the residency requirements at the requested challenge hearing, the Court would direct the Election Board to continue processing the timely absentee ballot requests and the election process would continue as planned.

If the Respondent is unable to prove that he meets the residency requirements at the requested challenge hearing, the Court would direct the Election Board to immediately re-print ballots with the names of all candidates that meet the residency requirements, send the new ballots with appropriate instructions to those voters who had requested and received absentee ballots, and then process any remaining timely absentee ballot requests by sending the new ballots. The Court should also direct the Election Board to develop a process whereby only the corrected absentee ballots are processed and counted.

**Respectfully submitted via electronic mail this 8<sup>th</sup> day of October, 2021.**

/s/ David Locklear

David Locklear, Petitioner  
2822 Saddletree Road  
Lumberton, N.C. 28360  
Tribal Enrollment # 116049

/s/ Gary L. Locklear

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**THE SUPREME COURT OF THE LUMBEE TRIBE OF  
NORTH CAROLINA**

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LUMBEE TRIBE  
NORTH CAROLINA

**NORTH CAROLINA  
ROBESON COUNTY**

CASE NO. 2021-001

(104)

**PETITION  
CHALLENGING THE RESIDENCY REQUIREMENT OF  
RON OXENDINE, CANDIDATE FOR TRIBAL CHAIRPERSON**

**DAVID LOCKLEAR,**  
Petitioner

v.

**RON OXENDINE,**  
Respondent

- 
1. David Locklear, hereinafter the Petitioner, resides in the territory of the Tribe at 2822 Saddletree Road, Lumberton, N.C. 28360, Robeson County, North Carolina; my telephone is 910-734-1870; I am an active Tribal member and my enrollment number is 116049.
  2. Ron Oxendine, hereinafter the Respondent, based upon information and belief, claims residency at the home of the late Emma Locklear at 1837 Hezekiah Road, Maxton, N.C. 28364. (NOTE: During the drafting of this Petition, the Tribal Elections Board would not disclose the residency date claimed by the Respondent or any other non-personal information in his application for Tribal Chairperson.)



3. A significant Lumbee Tribal constitutional question, set out more fully below, is at issue; thus, this Court has jurisdiction to hear this matter and this Court is the proper forum in which to resolve this matter.
4. Respondent filed a timely application with the Lumbee Tribal Elections Board seeking the office of Lumbee Tribal Chairperson for the three-year term beginning January 2022.
5. This petition seeks a judicial ruling on the issue of whether the Respondent meets the residency requirement set out in Article VIII, Section 2(b) of the Lumbee Constitution. Section 2 of Article VIII reads in part that:

**“... the privilege to run for the office of Tribal Chairperson shall be limited to those tribal members who at the commencement of the term:**

- a). are thirty-five (35) years of age;**
- b). have maintained his or her principal place of residence in the territory of the Tribe for the preceding one (1) year;**
- c). (Not applicable in this instance)”**

6. The Petitioner alleges and says that to the best of his knowledge, information and belief, formed after reasonable inquiry, the Respondent failed to meet the residency requirement set out above in the Lumbee Constitution in that Respondent has not maintained a principal place of residence in the territory for the preceding one (1) year prior to the commencement of the term; therefore, his candidacy is in violation of Article VIII, Section 2(b) of the Lumbee Constitution.
7. The Petitioner alleges that evidence will be shown at the hearing of this matter that will convince the Court that the Respondent has not abandoned his former residence (for one year preceding the term) regardless of how long the Respondent claims residency in the Tribal territory; and further, upon information and belief, that residence is outside of the Tribal territory in the State of Virginia; and even further, that the evidence will prove more

than sufficient to convince the Court when the it considers the totality of the circumstances, that the Respondent is not eligible to be a candidate for Tribal Chairperson in this election cycle.

8. This Court should follow the generally accepted legal practice of requiring the candidate, Ron Oxendine in this instance, when the challenge or protest is based upon failure to meet a residency requirement, to offer evidence sufficient to prove to the Court by a preponderance of the evidence that the residency requirement has been met.
9. Petitioner asserts that exigent circumstances are present that require quick resolution of this significant constitutional question; otherwise, a cloud of uncertainty, that being whether or not the Respondent truly meets the residency requirements, will taint the Tribal elections and possibly the Office of the Tribal Chairman if Respondent is elected without resolution.
10. This Court recognizes that time is of the essence; thus, Petitioner seeks a waiver from the Court, and such waiver is totally within the Court's discretion, of any other time constraints that would delay this hearing, given the scheduled November 9, 2021 Tribal election.
11. All members of the Lumbee Tribe are entitled to quick, if not immediate, resolution of this matter; thus, on behalf of all members of the Lumbee Tribe, Petitioner urges an expedited hearing within seven (7) days or sooner from filing this challenge.

**WHEREFORE**, Petitioner prays, in the interest of election integrity and in the best interest of the people who are the Lumbee Tribe, that the Court grant the following relief:

1. In the Court's inherent discretion, waive the time constraints in Section Five-3 of the Court's Judicial Code and Item 9 of the General Instructions for Filing a Petition, and set this matter for an immediate and/or expedited hearing within seven (7) days or sooner so that it can be quickly resolved in order to not interfere with Tribal elections scheduled for November 9, 2021.

2. Enter an immediate Order upon receipt of this Petition that directs the Lumbee Tribal Elections Board to withhold the printing of ballots until this matter is resolved.
3. Follow the accepted legal practice when a voter or candidate is challenged by requiring the candidate, the Respondent herein, to show by a preponderance of the evidence on the record as a whole that he has satisfied the residency requirement in the Lumbee Constitution to be a candidate for Tribal Chairperson in this election cycle.
4. After considering the totality of the circumstances presented at the hearing of this matter, enter an order that the Respondent, Ron Oxendine, is not eligible to be a candidate for Tribal Chairperson in this election cycle.
5. For such other relief as the Court deems appropriate.

This the 6<sup>th</sup> day of October, 2021.



David Locklear  
2822 Saddletree Road  
Lumberton. N.C. 28360  
Tribal Enrollment #116049

Note: Attorney Gary Locklear will be representing me at the hearing of this matter. He will prepare additional paperwork in support of this challenge/protest for your consideration at the hearing. You may contact him at 910-618-4327 and at [locklearlaw@gmail.com](mailto:locklearlaw@gmail.com) . Thank you.

New Search

Petitioner  
ex A

**RONNIE OXENDINE**  
**1837 HEZEKIAH RD**  
**MAXTON, NC 28364**

[Collapse all sections](#) | [Expand all sections](#)

**YOUR VOTER DETAILS**



<b>County:</b>	ROBESON
<b>Status:</b>	ACTIVE
<b>Voter Reg Num:</b>	000000537252
<b>NCID:</b>	DR152655
<b>Party:</b>	DEM
<b>Race:</b>	AMERICAN INDIAN OR ALASKAN NATIVE
<b>Ethnicity:</b>	NOT HISPANIC or NOT LATINO
<b>Gender:</b>	MALE
<b>Registration Date:</b>	01/21/2021
<b>NCDMV Customer:</b>	Yes

**YOUR JURISDICTIONS**

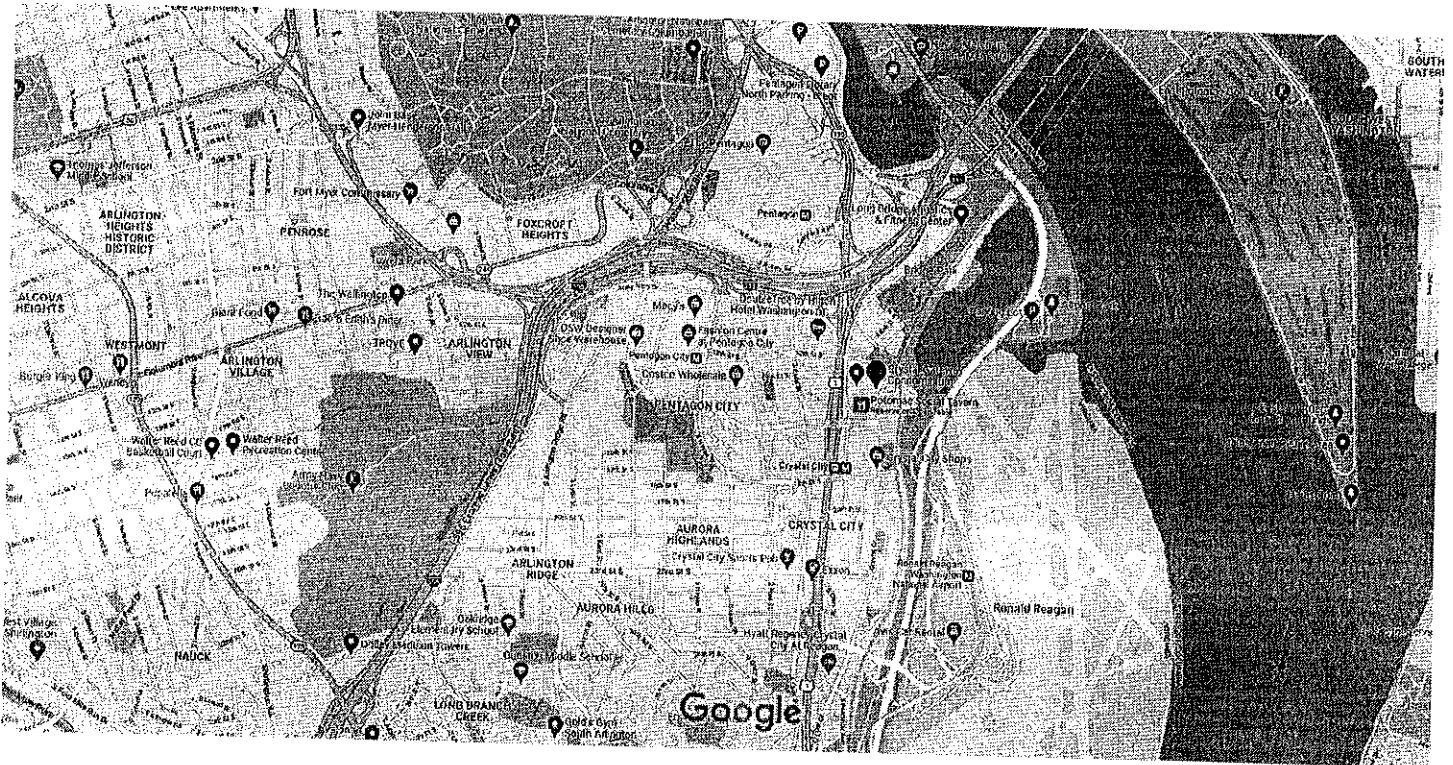


<b>Precinct:</b>	PROSPECT
<b>Congress:</b>	CONGRESSIONAL DISTRICT 9
<b>NC Senate:</b>	NC SENATE DISTRICT 13
<b>NC House:</b>	NC HOUSE DISTRICT 46
<b>Superior Court:</b>	16B SUPERIOR COURT
<b>Judicial:</b>	16B JUDICIAL
<b>Prosecutorial:</b>	20TH PROSECUTORIAL
<b>County Commissioner:</b>	COUNTY COMMISSIONER #4
<b>School:</b>	BOARD OF EDUCATION #4

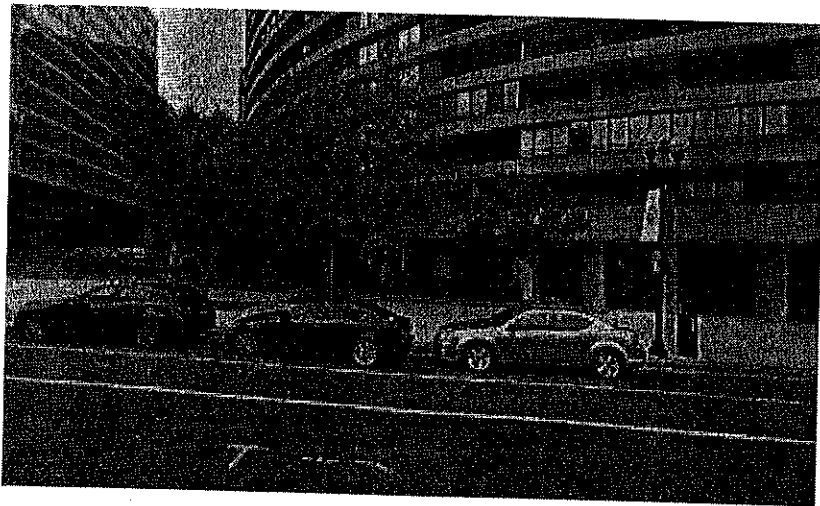
**YOUR VOTING LOCATIONS**



# Google Maps Crystal Gateway Condominium



Map data ©2021 1000 ft



*Petitioner  
ex b*

## Crystal Gateway Condominium

1300 Crystal Dr  
Arlington, VA 22202  
Apartment building



Directions



Save



Nearby



Send to your  
phone

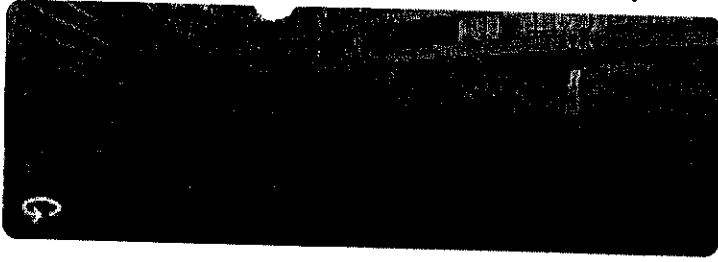


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### Photos

10/12/21, 12:42 PM

Crystal Gateway Condominium - Google Maps





# Moore County Register of Deeds

Judy D. Martin, Registrar



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Real Estate Document Access

Criteria: Grantor Begins with OXENDINE RONNIE;  
Showing Records 1 through 1 ( 1 records found as of 10/12/2021 03:12:16 PM [count again](#) )

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Page 1

Sort By:

#	Image	Instrument # Book-Page	Date Filed	Document Type	Party Name Reverse Party Name	Legal Description	Status
1	<a href="#">View</a>	<a href="#">2021010971</a> <a href="#">5612-283</a>	05/11/2021	DEED OF TRUST	[R] OXENDINE RONNIE + [E] FIRST BANK	LOT 1331 57 MID SOUTH CLUB MCNEILL TP	

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Page 1

Sort By:

Please read Important Information regarding North Carolina GS 132-1.10 (g)  
Aumentum Recorder - Public Access Web UI, Version 2020.2.0  
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*Petitioner  
ex C*

During the early voting period, voters may cast a ballot at any one-stop site in their county, and eligible individuals may register and vote at the same time. Find one-stop sites and schedules in your county with the [One-Stop Early Voting Site Search](#). *Voting sites change for each election and become available when finalized.*

Election Day voters must cast a ballot at their assigned polling place. Click the name of your Election Day polling place below for location details, your county board of elections contact information, and sample ballots *when available*.

**35 PROSPECT - PROSPECT ELEMENTARY SCHOOL**  
4024 MISSOURI RD  
MAXTON, NC 28364

### YOUR SAMPLE BALLOT (0)

If this section is blank, you do not have any upcoming elections in your jurisdiction for the current year.

"Ballots not assigned yet" means a sample ballot is not yet available. Return to this site closer to the election date to view your sample ballot(s).

Practice making your selections with the accessible sample ballot by choosing "Option 4" on the [absentee ballot portal](#).

Election	Your Sample Ballot(s)
11/02/2021 MUNICIPAL	No eligible ballots.

### YOUR ABSENTEE BALLOT: BY MAIL OR EARLY VOTING (0)

**By North Carolina law, in-person early voting and by-mail voting are "absentee" voting, as you vote "absent" of Election Day.**

Note: County boards of elections will post ballot acceptance information, but ballot requests are no longer public record until the ballot is returned, or until Election Day, whichever is earlier. If you have not received your ballot within two weeks of your request, contact your [county board of elections](#).

To track your by-mail absentee ballot from request to acceptance, sign up for status notifications through [BallotTrax](#).

### YOUR VOTER HISTORY (0)

If this section is blank, we do not have a record that you voted in a past election in North Carolina.

For more information, please contact the [Robeson County Board of Elections](#).



**CONSTRUCTION/PERMANENT LOAN  
RIDER TO SECURITY INSTRUMENT  
(INCLUDING SECURITY AGREEMENT)**  
(To be attached to and recorded with this Security Instrument)

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (this "Rider") is made on May 10, 2021 and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of the same date, to which this Rider is attached ("this Security Instrument"), given by the undersigned ("Borrower") for the benefit of First Bank, a Chartered Bank

("Lender") to secure Borrower's Note to Lender and the Construction Loan Addendum to Note, both of the same date (collectively, the "Note") and covering the property described in this Security Instrument (the "Property"). All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THIS SECURITY INSTRUMENT, Borrower and Lender further covenant and agree as follows:

1. **Construction Loan Agreement.** The Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest as provided in the Note, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, the Loan Agreement and all other documents pertaining to the Loan (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, and subject to any right of Borrower to cure Borrower's default, become immediately due and payable in full. This Security Instrument is a construction mortgage as such term is defined in North Carolina General Statutes §25-9-334(h) to the extent it secures an obligation incurred for the construction of improvements upon the Properties, including the acquisition cost of the real property.
2. **Future Advances.** During the Construction Loan Phase, interest will accrue on the outstanding Principal according to the terms set forth in the Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, and provided Borrower has satisfied all conditions precedent required for an advance under the Loan Documents, Lender is legally obligated to make advances of principal upon application therefor by Borrower in accordance with the provisions of the Note and the Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in this Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Loan Phase, but in no event after 15 months from the date of this Rider.
3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary public, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
5. **Permanent Mortgage Date.** On the day the Construction Loan Phase ends, the loan evidenced by the Note will become a permanent mortgage loan (the "Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.
6. **Occupancy.** Section 6 of this Security Instrument is amended and restated to read as follows: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the Permanent Mortgage Date and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.



**7. Security Agreement and Financing Statement.**

a. The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property or the improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

b. This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, or otherwise, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. To the extent permitted by applicable law, Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

c. Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable state laws) a financing statement.

d. Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

8. **Invalid Provisions.** If any one or more of the provisions of this Security Instrument, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Security Instrument and all other applications of any such provision shall not be affected thereby.

**9. Addresses.**

The name and address of the Borrower is:  
**Ronnie Oxendine**  
**1837 Hezekiah Road**  
**Maxton, NC 28364**

The name and address of the Lender/Secured Party is:  
**First Bank, a Chartered Bank**  
**101 N. Spring Street**  
**Greensboro, NC 27401**

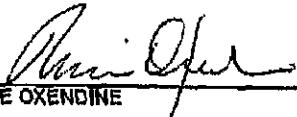
10. **Additional Provision Regarding Future Advances (North Carolina Future Advances Statute, North Carolina General Statutes §46-67, et seq.).** This Security Instrument is given to secure both (i) existing obligations identified in this Security Instrument and all advances made at or prior to the registration of this Security Instrument, and (ii) future advances and/or future obligations that may be made or incurred under this Security Instrument and/or under the Instruments or obligations secured by this Security Instrument (including without limitation under the Note and/or the Loan Agreement). The maximum principal amount that may be secured by this Deed of Trust at any one time is **\$816,500.00**. The period in which future advances may be made and future obligations may be incurred and secured by this Security Instrument is the period between the date of this Security Instrument and that date which is thirty (30) years from the date of this Security Instrument. If the maximum amount secured by this Security Instrument has not been advanced or if any




LOAN #: 2600038678

obligation secured hereby is paid or is reduced by partial payment, future advances may be made and additional obligations secured by this Security Instrument may be incurred from time to time within the time limit and maximum amount fixed by this Security Instrument as set forth above and such further advances and obligations shall be secured by this Security Instrument. Any additional amounts not otherwise described above and advanced by the Lender or the holder of the Note or any indebtedness secured hereby shall be deemed to be necessary expenditures for the preservation of the security. The provisions of this Section are intended to comply with the North Carolina Future Advances Statute, North Carolina General Statutes §45-67, et seq.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

  
 \_\_\_\_\_ 10 May 21 (Seal)  
 RONNIE OXENDINE DATE

  
 \_\_\_\_\_ 10 May 21 (Seal)  
 TINA OXENDINE DATE

**ATTENTION COUNTY CLERK.** This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this Security Instrument.



LOAN #: 2600038578

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 10th day of May, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to First Bank, a Chartered Bank

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 100 Eagle Point Ln, Southern Pines, NC 28387-2988.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").  
The Property is a part of a planned unit development known as Mid South Club

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

Initials: AE/TO



LOAN #: 2600038578

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

*Ronnie Oxendine* 10 May 21 (Seal)  
RONNIE OXENDINE DATE

*Tina Oxendine* 10 May 21 (Seal)  
TINA OXENDINE DATE



For Registration Register of Deeds  
Judy D. Martin

Moore County, NC  
Electronically Recorded

May 11, 2021 12:26:53 PM

Book: 5612 Page: 283 - 297 #Pages: 15

Fee: \$64.00 NC Rev Stamp: \$0.00

Instrument# 2021010971

(Space Above This Line For Recording Data)

## DEED OF TRUST

When recorded, return to:  
First Bank  
Attn: Post Closing Department  
101 N. Spring Street  
Greensboro, NC 27401  
800-303-7592

This document was prepared by: H. Craig Phifer, III  
First Bank  
101 N. Spring Street  
Greensboro, NC 27401  
800-303-7592

LOAN #: 2600038578

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 10, 2021, together with all Riders to this document.

(B) "Borrower" is **RONNIE OXENDINE AND WIFE, TINA OXENDINE**

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is **First Bank**.

Lender is a **Chartered Bank**,  
North Carolina,  
Greensboro, NC 27401.

organized and existing under the laws of  
Lender's address is **101 N. Spring Street**,

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Kirsten Ellefson Foyles, Esq.**

(E) "Note" means the promissory note signed by Borrower and dated **May 10, 2021**. The Note states that Borrower owes Lender **EIGHT HUNDRED SIXTEEN THOUSAND FIVE HUNDRED AND NO/100** Dollars (U.S. **\$816,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 1, 2052**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

NORTH CAROLINA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3034 1/01  
Ellie Mae, Inc. Page 1 of 9

Initials: **RP-JFD**

NCUDEED 0315  
NCUDEED (CLS)  
05/06/2021 12:19 PM PST



Submitted electronically by "Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Moore County Register of Deeds.

LOAN #: 2600038578

(G) "Loan" means the debt evidenced by the Note, plus Interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
  - Balloon Rider
  - 1-4 Family Rider
  - V.A. Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Second Home Rider
  - Other(s) [specify]
- Construction/Permanent Loan Rider to Security Instrument**

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction] of Moore

[Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**

which currently has the address of **100 Eagle Point Ln, Southern Pines,**

North Carolina **28387-2986**  
[Zip Code]

("Property Address"):

[Street] [City]

**TO HAVE AND TO HOLD** this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Initials: MB / TD

NCUDEED 0315  
NCUDEED (CLS)  
05/08/2021 12:19 PM PST



**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 22 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

Initials: *MT*





If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and Impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these Items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remapping or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums



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paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve, if permitted under Applicable Law, in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve, if permitted under Applicable Law. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, if permitted under Applicable Law, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.



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Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for mortgage insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security



Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may



require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with Applicable Law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale.

Initials: 10/70

NCUDEED 0316  
NCUDEED (CLS)  
05/08/2021 12:19 PM PST



LOAN #: 2600038678

In one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5.00 % of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. Attorneys' fees must be reasonable.

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Ronnie Oxendine 10 May 21 (Seal)  
RONNIE OXENDINE DATE

Tina Oxendine 10 May 21 (Seal)  
TINA OXENDINE DATE

STATE of NC )  
COUNTY of Moore ) SS:  
 )

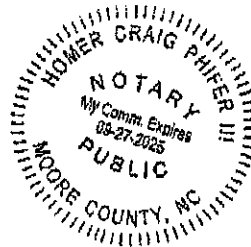
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document: RONNIE OXENDINE AND TINA OXENDINE.

Date: May 10, 2021 (Official Seal)

Homer Craig Phifer, III  
Official Signature of Notary

Homer Craig Phifer, III  
Notary's printed or typed name, Notary Public

My commission expires: 27 Sep 2025



Lender: First Bank  
NMLS ID: 474504  
Loan Originator: Virginia L Brown-Webb  
NMLS ID: 69833



**Exhibit "A"**

**BEING all of Lot 1331, The Mid-South Club, as shown on a map entitled "Map of Subdivision of Section 7, for Plantation Investors, LLC, McNeills Township, Moore County, North Carolina," dated June 2006, drawn from an actual survey by Hobbs, Upchurch & Associates, PA, and recorded in Plat Cabinet 13, Slide 349, Moore County Registry, reference to which is hereby made.**





**NEWS: CJ EXCLUSIVES**

# Justices: Sheriffs May Fire Deputies Not Donating To Campaigns

*Sheriff's offices are not county agencies, so sheriffs can fire employees at will, court says*

---

Michael Lowrey  
in CJ Exclusives

March 18, 2016  
4:05AM

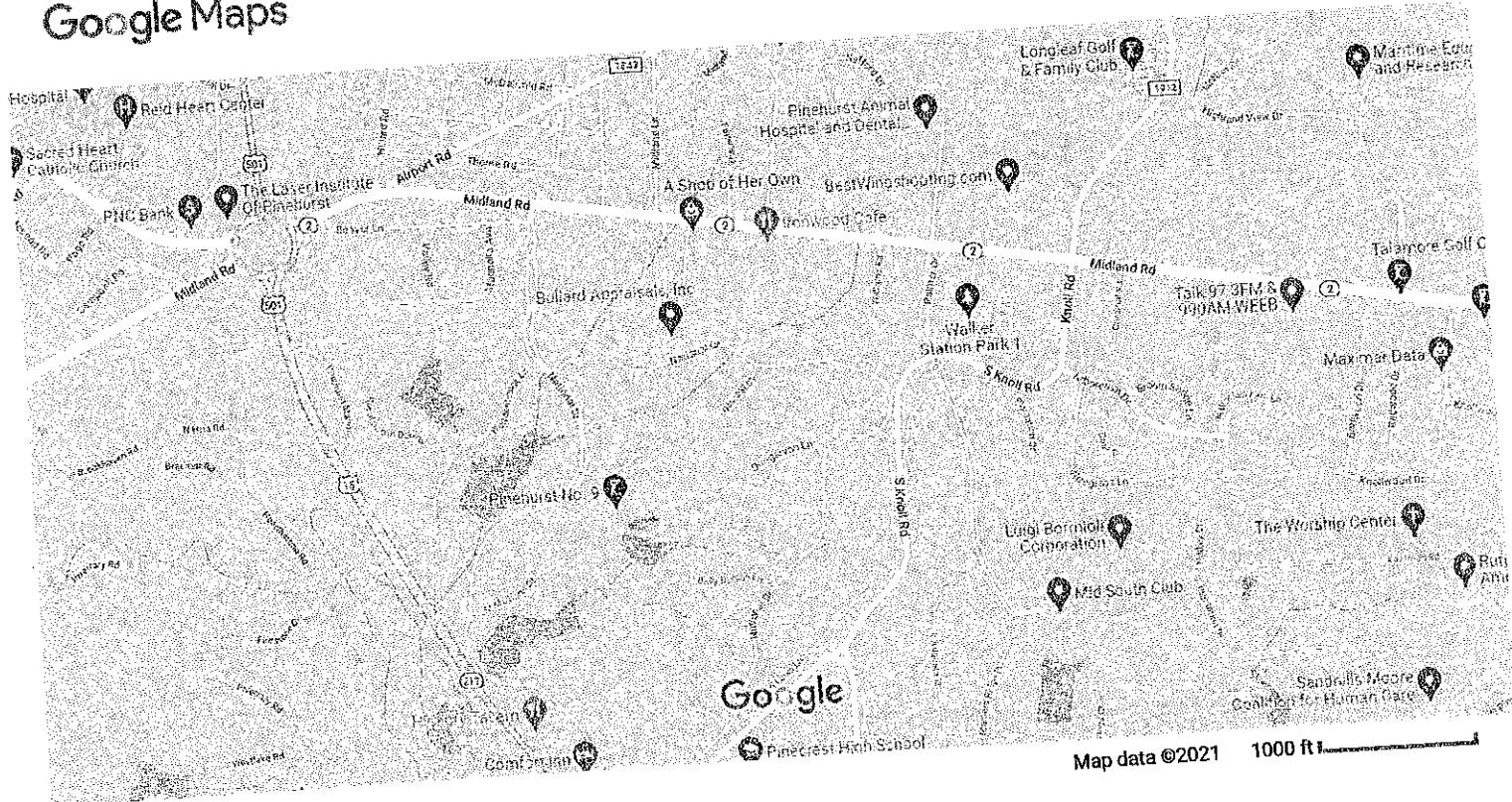
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In a dispute pitting political speech against the authority of public agencies, in January the N.C. Supreme Court ruled that a sheriff could fire a deputy for refusing to make a contribution to the sheriff's re-election campaign.

In a separate opinion, the court refused to determine whether non-deputy employees of a sheriff's department also could be fired for not supporting the sheriff's re-election.

Terri Young was hired by the Mecklenburg County Sheriff's Office as a deputy in 1990 and had worked her way up to captain by 2010. In June 2009, Daniel Bailey, the sheriff at the time, sent a letter to all deputies seeking contributions for his 2010 reelection campaign. Young didn't make a donation. Soon after Bailey's 2010 re-election, Young lost her job. Young sued, claiming that Bailey fired her because she did not donate to his campaign and that her termination violated state public policy and her free speech rights under the N.C. Constitution.

# Google Maps





Zillow App  
★★★★★ 4.3M Ratings

Open App



0.72 Acres

100 Eagle Point Ln, Southern Pines, NC 28387

**Sold: \$135,000** Sold on 06/20/19

Zestimate®: None ?

Est. refi payment: \$639/mo [Refinance your loan](#)

[Zillow Offers](#) Home value Owner tools Home >

## Zillow Offers

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could be worth?





Moore County  
Register of Deeds  
Judy D. Martin, Registrar



Visitor

Log In View Basket

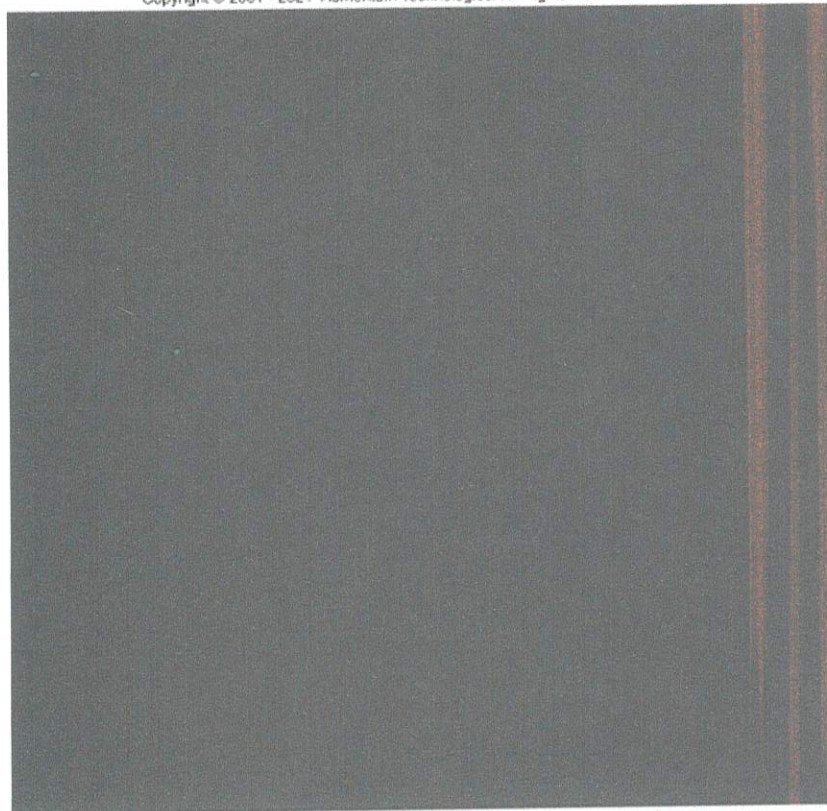
Links Birth Death Marriage Real Estate UCC FAQ

Document Access

Criteria: Party Name Begins With **OXENDINE RON**  
Showing Records 1 through 2 ( 2 records found as of 10/08/2021 02:25:30 PM count again )

Instrument #	Date Filed	Document Type	Party Name	Legal Description
2011090732 5158-20	04/20/2019	DEED	OXENDINE RON 111 CROUSE RECHMEL	LOT 1331 MEI SOUTH CLUB HENWELL TP MEI SOUTH CLUB
2011210771 5012-203	04/11/2021	DEED OF TRUST	OXENDINE RON FIRST BANK	LOT 1331 87 MEI SOUTH CLUB HENWELL TP

Please read important information regarding North Carolina GS 132-1.10 (g)  
Aumentum Recorder - Public Access Web UI, Version 2020.2.0  
Copyright © 2001 - 2021 Aumentum Technologies. All Rights Reserved





### Entity Information

#### Entity Information

Entity Name: **RNB Holdings, Inc.**  
 Entity ID: 07563380  
 Entity Type: Stock Corporation  
 Entity Status: **Pending Inactive**  
 Series LLC: N/A  
 Reason for Status: Annual Registration Fee Past Due and/or Penalties Unpaid and Annual Report Past Due - Not in Good Standing  
 Formation Date: 09/27/2012  
 Status Date: 10/02/2021  
 VA Qualification Date: 09/27/2012  
 Period of Duration: Perpetual  
 Industry Code: 0 - General  
 Annual Report Due Date: 09/30/2020  
 Jurisdiction: VA  
 Charter Fee: \$50.00  
 Registration Fee Due Date: 09/30/2022

*Petitioner  
ex D*

#### Registered Agent Information

RA Type: Entity  
 Locality: RICHMOND CITY  
 RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA  
 Name: CORPORATION SERVICE COMPANY  
 Registered Office Address: 100 Shockoe Slip Fl 2, Richmond, VA, 23219 - 4100, USA

([https://www.scc.virginia.gov/civ/civ\\_contact.aspx](https://www.scc.virginia.gov/civ/civ_contact.aspx))  
 Address: 1300 Crystal Dr Apt 305, ARLINGTON, VA, 22202 - 3208, USA  
 (<https://www.facebook.com/VirginiaStateCorporationCommission>)  
 (<https://twitter.com/VASStateCorpComm>)

Principal Information

Title	Director	Name	Address	Last Updated
President, Chief Executive Officer	Yes	RON OXENDINE	1300 Crystal Dr Apt 305, VA, 22202 - 0000, USA	10/07/2021

Current Shares

Total Shares: 5000

[Filing History](#)

[RA History](#)

[Name History](#)

[Previous Registrations](#)

[Garnishment Designees](#)

[Image Request](#)

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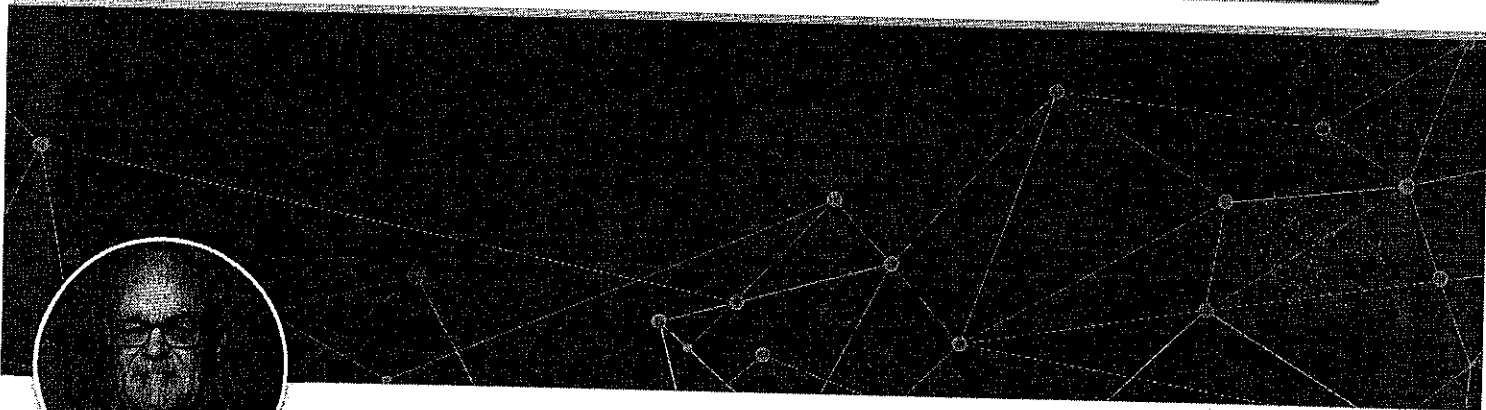
[Return to Search](#)

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Ron Oxendine



### Ron Oxendine

Subject Matter Expert in 8(a) Business Development Program. Excelling in building businesses and increasing revenue. Expert in building relationships with government, Prime, and Subcontractors. Arlington, Virginia, United States · 351 connections

Join to Connect



RNB Holdings, Inc.



University of North Carolina at  
Pembroke

*Petitioner  
et R*

### About

Excelling in growing businesses. Expert in developing relationships with government customers, PRIMEs, and subcontractors. Detailed program and contract management. Email: Ron.Oxendine1954@gmail.com.

Expert in establishing processes and procedures to improve staff relationships and staff interactions. Excellent communicator and writer. Expertise in business development, budgeting, accounting procedures, human resources, information technology, and facility security (FSO).

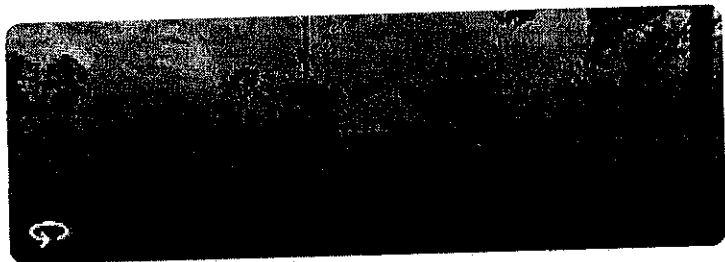
Built two companies from the ground up and achieved annual revenue of \$22M and \$49M (within 3 years), respectively.



10/12/21, 12:52 PM

12746 North Carolina Hwy 72 - Google Maps

## Photos





Ron Oxendine



Deloitte's Government & Public Services industry is hiring talented technical candidates with TS/SCI clearances to join our Defense, Security &...

Liked by Ron Oxendine

Join now to see all activity

### Experience

**President/CEO**  
 RNB Holdings, Inc.  
 Oct 2020 - Present · 1 year 1 month  
 Arlington, Virginia, United States

*From Oct 2020 for 1 year & 1 month  
 thru November 2021  
 Virginia address*

**Vice President for Operations**  
 LUMBEE TRIBE ENTERPRISES, LLC  
 Oct 2012 - Sep 2020 · 8 years  
 Stafford, Virginia, United States

Responsible for overall operations and growth of Lumbee Tribe Enterprises, LLC (LTE). Grew LTE into a \$49M company in three years with 14 Prime 8(a) contracts; creating over 600+ jobs. Led 4 contracts as the Program Manager and provided direction to contracts management, technical execution, and maintained cost schedule and personnel management. Conducted Business Development, developed customer relationships, and finalized proposals. Worked closely with accounting, HR, and Facility Security...

Show more

**President/CEO**  
 RNB Technologies, Inc.  
 Jul 2000 - Oct 2012 · 12 years 4 months  
 Stafford, Virginia, United States



Ron Oxendine



year period; total company revenue of \$138M. In addition to working full-time on contract to conduct data collection (Monitoring), analysis, and reporting (Evaluation), he led his company to support air and missile defense efforts, systems engineering, acquisition programmatic and test and evaluation. Developing, architecting,...

Show more

## Education

**University of North Carolina at Pembroke**

Bachelor's degree · Biology, General · Cum Laude

1971 - 1974

## More activity by Ron

**Add our moveable walls to your open office to create more private spaces and healthy separation between workstations.**

Liked by Ron Oxendine

**Huge congrats to Robeson Community College, Robeson County Public Schools, and Emerging Technologies Institute in Robeson County on this \$185k DoD...**

Liked by Ron Oxendine

## Manager Program

**Location:**

Arlington, VA

**Salary:**

150000

**Posted:**

November 05, 2020

*Petitioner  
ex G*[Contact this candidate](#)**Resume:**

Ron Oxendine

\*\*\*\* \* , #\*\*\*

Arlington, VA 22202

Objective: Seeking key position in Corporate Management or Business Development to assist company in achieving significant growth and/or achieve Small Business Development 8(a) program participation.

Lumbee Tribe Enterprises, LLC (LTE): Vice President for Operations (25 Jun 2020 – 30 Sep 2020)

Chief Operating Officer / Program Manager (PM); 18 Oct 2012 – 24 June 2020

Mr. Oxendine has 8 years' experience as the VP/COO for LTE. Provided Program oversight for all LTE contracts and directed corporate staff actions. Responsible for award of 14 PRIME contracts. Developed company processes and procedures and ultimately developed LTE into a \$49M company in a 3-year period. LTE was awarded over \$480M contract value in 3 years and 5 months. Served as the IDIQ Manager for LTE's \$120M and Director of LTE's \$200M contract with the U.S. Department of State, and Program Manager for the \$7.8M contract with U.S. Army Medical Command, and the \$3.8M Dept of Defense Education Activity (DODEA). Customer base with Marine Corps, Army, Navy, Dept of State, and USAID. Extensive experience in contract(s) management, pricing, accounting procedures, banking(lines of credit and mobilization loans, human resources, budget development, and Facility Security Officer procedures. Developed pipeline of new business, responded to request for information (RFI)/Sources Sought. Wrote technical, management, and pricing volumes in response to request for proposals/quotes. Reported directly to the President.

23 February 2017 – LTE awarded its first PRIME 8(a) contract.

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President/CEO – Program Manager: 1 July 2000 – 1 October 2012



Ron Oxendine

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Show more

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1971 - 1974

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Liked by Ron Oxendine

Mr. Oxendine incorporated RNB Technologies, Inc. in 1999 and began work in July 2000. Built LTE from 1 person to 143 personnel and over \$22M per year in revenue over 8-year period; total company revenue of \$138M. In addition to working full-time on contract to conduct data collection (Monitoring), analysis, and reporting (Evaluation), he led his company to support air and missile defense efforts, systems engineering, acquisition programmatic and test and evaluation. Developing, architecting, designing, and implementing test events, participating, and then assessing more than 30 test events, he is recognized as a U.S.-level Lead Analyst for missile defense tests. During 2007 – 2009, he was the Lead Analyst of more than 50 U.S. personnel that evaluated missile test events in Israel, Netherlands, Greece, Germany, and many U.S. ranges. Mr. Oxendine personally managed 5 contracts, but was responsible for more than 40 contracts and over 100 task orders. All contracts were delivered with superior results, and RNB received outstanding CPARS results.

Mr. Oxendine is a recognized subject matter expert in the following systems:

- Link-16 (MILSTD-6016) Messages – Recognized Duty Expert
- Variable Message Format (VMF) Messages – Ground-based Missile Defense (GMD) & Space Based Infrared System (SBIRS)
- Extensible Markup Language (XML) Messages – Command, Control, Battle Management, & Communications (C2BMC) System
- B/C Series Message – Forward Based X-Band-Transportable (FBX-T) radar
- N-SAT Event Report (NER/NER+) Messages – External Sensors Laboratory (ESL)
- BMDS XML Format (BXF) – Future BMDS Message
- In-depth Communications Knowledge:
  - UHF Satellite Communications, SIPRNET/NIPRNET, EHF, ATM Circuit, JTIDS, Satellite TADIL-J, Joint Range Extension (JRE), Air Defense Systems Integrator (ADSI), and STU/STE.
  - 20 Years of Air and Missile Defense Test and Evaluation

Provided technical, engineering, and analytical support to MDA/DEJ in support of the Missile Defense Agency (MDA) flight test events. Lead Analyst for THAAD FTT-09 and ARROW USFT-3 analysis teams. Participated in FCE-B in Host Nation and participated in analysis of missile defense components. Supporting FTM-15 and FTM-16 planning efforts and providing input for test architecture and analysis of pre-test M&S results.

Reviewed test objectives letters and made recommendations regarding ability to analyze specific objectives. Wrote analysis plans for each test.

Provide analytical expertise to BMDS analysis disciplines, to include, but not limited to system performance, interoperability, engagement sequence groups (ESG), and System Event Behavioral Objectives (SEBO).

Evaluated data exchange between the BMDS using the following data message protocols:

TADIL-J (Link-16)

Joint Range Extension Application Protocol-C (JREAP-C)

B/C-Series

Extensible Markup Language (XML)

Distributed Interactive Simulation Protocol Data Unit (DIS PDU)

Recognized Subject Matter Expert in all aspects of Missile Defense.

Senior Analyst / Program Manager: Anteon Corporation, April 1994 – June 2000



Ron Oxendine

After Almost 7 Years of working as the Microbiologist at #CampbellSoup, I handed in my Letter of Resignation yesterday. I have made some great life...

Liked by Ron Oxendine

Job -Contingent on Award

Liked by Ron Oxendine

December 31st was my last day at Smartronix, a company I co-founded and worked at for nearly 26 years (unreal). We generated \$101K our first year...

Liked by Ron Oxendine

Glory & praise to God! Very humble and proud to be selected to Master Gunnery Sergeant among a great group of professionals in my MOS. I love working...



Mr. Oxendine was a lead test and evaluation analyst for the Navy Theater Missile Defense and Missile Defense Agency. Completed technical analysis of over 40 missile defense tests around the world.

Military Career: USMC 1974 – 1994

Tools: Proficient in Microsoft Office Suite, Access

Clearance: Top Secret

**Contact this candidate**

**Similar Resumes**

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Penn Quarter, DC, 20004 - officer, security, mall...

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Security Officer Police

Washington, DC - officer, security, police, security officer...

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Herndon, VA - engineer, manager, project, rf, sr, cisco,...

Deputy Clerk Security Officer

Suitland, MD - clerk, officer, assistant, security, deputy,...

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Alexandria, VA - officer, ac, ut...

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Ron Oxendine



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<https://www.linkedin.com/in/ron-oxendine>

**Ron Oxendine**  
**1300 Crystal Drive, #305**  
**Arlington, VA 22202**

Pettitioner  
& H

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5 July 2010 – Developed concept of a Tribal Company for the Lumbee Tribe of North Carolina to seek 8(a) Business Development certification.

**President/CEO – Program Manager: 1 July 2000 – 1 October 2012**

Mr. Oxendine incorporated RNB Technologies, Inc. in 1999 and began work in July 2000. Built LTE from 1 person to 143 personnel and over \$22M per year in revenue over 8-year period; total company revenue of \$138M. In addition to working full-time on contract to conduct data collection (Monitoring), analysis, and reporting (Evaluation), he led his company to support air and missile defense efforts, systems engineering, acquisition programmatic and test and evaluation. Developing, architecting, designing, and implementing test events, participating, and then assessing more than 30 test events, he is recognized as a U.S.-level Lead Analyst for missile defense tests. During 2007 – 2009, he was the Lead Analyst of more than 50 U.S. personnel that evaluated missile test events in Israel, Netherlands, Greece, Germany, and many U.S. ranges. Mr. Oxendine personally managed 5 contracts, but was responsible for more than 40 contracts and over 100 task orders. All contracts were delivered with superior results, and RNB received outstanding CPARS results.

Mr. Oxendine is a recognized subject matter expert in the following systems:

- Link-16 (MILSTD-6016) Messages – Recognized Duty Expert
- Variable Message Format (VMF) Messages – Ground-based Missile Defense (GMD) & Space Based Infrared System (SBIRS)
- Extensible Markup Language (XML) Messages – Command, Control, Battle Management, & Communications (C2BMC) System
- B/C Series Message – Forward Based X-Band-Transportable (FBX-T) radar
- N-SAT Event Report (NER/NER+) Messages – External Sensors Laboratory (ESL) BMDS XML Format (BXF) – Future BMDS Message
- In-depth Communications Knowledge:
  - UHF Satellite Communications, SIPRNET/NIPRNET, EHF, ATM Circuit, JTIDS, Satellite TADIL-J, Joint Range Extension (JRE), Air Defense Systems Integrator (ADSI), and STU/STE.
- 20 Years of Air and Missile Defense Test and Evaluation

Provided technical, engineering, and analytical support to MDA/DEJ in support of the Missile Defense Agency (MDA) flight test events. Lead Analyst for THAAD FTT-09 and ARROW USFT-3 analysis teams. Participated in FCE-B in Host Nation and participated in analysis of missile defense components. Supporting FTM-15 and FTM-16 planning efforts and providing input for test architecture and analysis of pre-test M&S results.

Reviewed test objectives letters and made recommendations regarding ability to analyze specific objectives. Wrote analysis plans for each test.

Provide analytical expertise to BMDS analysis disciplines, to include, but not limited to system performance, interoperability, engagement sequence groups (ESG), and System Event Behavioral Objectives (SEBO).

- Evaluated data exchange between the BMDS using the following data message protocols:
  - TADIL-J (Link-16)
  - Joint Range Extension Application Protocol-C (JREAP-C)
  - B/C-Series
  - Extensible Markup Language (XML)
  - Distributed Interactive Simulation Protocol Data Unit (DIS PDU)

Recognized Subject Matter Expert in all aspects of Missile Defense.

**Senior Analyst / Program Manager: Anteon Corporation, April 1994 – June 2000**

Mr. Oxendine was a lead test and evaluation analyst for the Navy Theater Missile Defense and Missile Defense Agency. Completed technical analysis of over 40 missile defense tests around the world.

**Military Career: USMC 1974 – 1994**

Tools: Proficient in **Microsoft Office Suite**, Access

Clearance: **Top Secret**