

File No.

17CVM400

COMPLAINT IN SUMMARY EJECTMENT

G.S. 7A-216, 7A-232, Ch. 42, Art. 3 and 7

Name And Address Of Plaintiff

Slumlord, Inc.
222 Uninhabitable Way
Candler

County

Telephone No.

VERSUS

Name And Address Of Defendant 1

Billy Norent
15 Rat Nest Rd
Candler

County

Telephone No.

Name And Address Of Defendant 2

Individual Corporation

County

Telephone No.

Name And Address Of Plaintiff's Attorney Or Agent

STATE OF NORTH CAROLINA FILED

Burcombe

County

2017 MAR 26 AM 10:55

In The General Court Of Justice
District Court Division-Small Claims

Description Of Premises (Include Location)

- The defendant is a resident of the county named above.
- The defendant entered into possession of the premises described below as a lessee of plaintiff.

Rate Of Rent	<input checked="" type="checkbox"/> Month <input type="checkbox"/> Week	Date Rent Due	<u>1st</u>	Date Lease Ended	<u>2/1</u>	Type Of Lease	<input checked="" type="checkbox"/> Oral <input type="checkbox"/> Written
\$ 500.00 per							

- The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.
- The lease period ended on the above date and the defendant is holding over after the end of the lease period.
- The defendant breached the condition of the lease described below for which re-entry is specified.
- Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.

Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)

He ain't paying me no rent AND HE WONT LEAVE. (Lots of people coming in and out of there at all hours of the night), I bent over backwards to help him out.

- The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.
- The defendant owes the plaintiff the following:

Amount Of Damage (If Known)	\$	Amount Of Rent Past Due	\$ 500.00	Total Amount Due	\$ 500.00
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- I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date	Name Of Agent (Type Or Print)	Signature Of Agent
	<u>Senay Seethap</u>	<u>[Signature]</u>

EX 1

NOTICE

From: JERRY SELF HELP, CEO of Slumlord Inc.

TO: Billy NoRent

You have not paid your rent. You have 10 days to pay \$500.00 from getting this notice or we will be forced to start summary ejection proceedings against you.

Date:

1/16/17

Cheers,



Jerry SelfHelp

EX 1(a)

NOTICE TO VACATE

From: JERRY SELF HELP, CEO of Slumlord Inc.

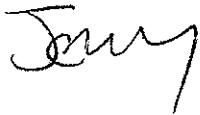
TO: Billy NoRent

THIS is your official legal eviction notice in summary ejection that you have 10 days from getting this notice to GET OUT of the house at 15 Rats Nest Rd. You ain't paid your rent. If you ain't out, I will summary ejection you and a deputy will throw you out!!!!!!

Date:

1/13/17

Cheers,



Jerry SelfHelp

EX 1 (b)

File No.

17CV400

COMPLAINT IN SUMMARY EJECTMENT

G.S. 7A-216, 7A-232, Ch. 42, Art. 3 and 7

Name And Address Of Plaintiff

Stunlord, Inc.

222 Unrhabitable Way

Candler

County

Telephone No.

VERSUS

Name And Address Of Defendant 1

Jeff McBreach

22 Rai Nest Rd

Candler

County

Telephone No.

Name And Address Of Defendant 2

Individual

Corporation

County

Telephone No.

Name And Address Of Plaintiff's Attorney Or Agent

STATE OF NORTH CAROLINA

Burcombe

County

FILED

In The General Court Of Justice
District Court Division-Small Claims

1. The defendant is a resident of the county of Burcombe named above.

2. The defendant entered into possession of the premises described below as a lessee of plaintiff.

Rate Of Rent	\$ 500.00 per	<input checked="" type="checkbox"/> Month	Date Rent Due		Date Lease Ended		Type Of Lease	<input checked="" type="checkbox"/> Oral	<input type="checkbox"/> Written
		<input type="checkbox"/> Week							

3. The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.

The lease period ended on the above date and the defendant is holding over after the end of the lease period.

The defendant breached the condition of the lease described below for which re-entry is specified.

Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.

Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)

He moved his Dog AND his Grandmother in
I bent over backwards to help him out.

4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it; and the plaintiff is entitled to immediate possession.

5. The defendant owes the plaintiff the following:

Description Of Any Property Damage	Amount Of Damage (If Known)	Amount Of Rent Past Due	Total Amount Due
	\$	\$	\$

6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.

Date	Name Of Plaintiff/Attorney/Agent (Type Or Print)	Signature Of Plaintiff/Attorney/Agent

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date	Name Of Agent (Type Or Print)	Signature Of Agent

EX 2

File No.

17CVN400

COMPLAINT IN SUMMARY EJECTMENT

G.S. 7A-216, 7A-232, Ch. 42, Art. 3 and 7

Name And Address Of Plaintiff

Stunlord, Inc.
222 Uninhabitable Way
Candler

County

Telephone No.

VERSUS

Name And Address Of Defendant 1

Mary Jane Holder

2 Rai Nest Rd
Candler

County

Telephone No.

Name And Address Of Defendant 2

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STATE OF NORTH CAROLINA

Buncombe County

In The General Court Of Justice
District Court Division-Small Claims

- The defendant is a resident of the county named above.
- The defendant entered into possession of premises described below as a lessee of plaintiff.

Description Of Premises (Include Location)

 Conventional
 Public Housing
 Section 8

Rate Of Rent	<input checked="" type="checkbox"/> Month <input type="checkbox"/> Week	Date Rent Due	Date Lease Ended	Type Of Lease
\$ 500.00				<input checked="" type="checkbox"/> Oral <input type="checkbox"/> Written

- The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.
 The lease period ended on the above date and the defendant is holding over after the end of the lease period.
 The defendant breached the condition of the lease described below for which re-entry is specified.
 Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.

Description Of Breach/Criminal Activity (Give names, dates, places and illegal activity)

The law arrested her because she was smoking wacky weed at the 3 doors down concert downtown

- The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.
- The defendant owes the plaintiff the following:

Description Of Any Property Damage

Amount Of Damage (If Known)	Amount Of Rent Past Due	Total Amount Due
\$	\$	\$

Amount Of Damage (If Known)	Amount Of Rent Past Due	Total Amount Due
\$	\$	\$

- I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.

Date

Name Of Plaintiff/Attorney/Agent (Type Or Print)

Signature Of Plaintiff/Attorney/Agent

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date

Name Of Agent (Type Or Print)

Signature Of Agent

EX 3

File No.

17CV400

COMPLAINT IN SUMMARY EJECTMENT

G.S. 7A-216, 7A-232; Ch. 42, Art. 3 and 7

Name And Address Of Plaintiff

Stunbord, Inc.

222 Uninhabitable Way

Candler

County

Telephone No.

VERSUS

Name And Address Of Defendant 1

Sarah Calladi

1 Rai Nest Rd

Candler

County

Telephone No.

Name And Address Of Defendant 2

Individual

Corporation

County

Telephone No.

Name And Address Of Plaintiff's Attorney Or Agent

AM ID: 56
2017
BUNCOMBE COUNTY, C.S.C.

STATE OF NORTH CAROLINA

Buncombe County

In The General Court Of Justice
District Court Division-Small Claims

- The defendant is a resident of the county named above.
- The defendant entered into possession of premises described below as a lessee of plaintiff.

Description Of Premises (include Location)

Rate Of Rent	<input checked="" type="checkbox"/> Month	Date Rent Due	Date Lease Ended	<input checked="" type="checkbox"/> Conventional
\$ 500.00 per	<input type="checkbox"/> Week			<input type="checkbox"/> Public Housing
				Section 8
				Type Of Lease
				<input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written

- The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.
 - The lease period ended on the above date and the defendant is holding over after the end of the lease period.

The defendant breached the condition of the lease described below for which re-entry is specified.

Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.

Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)

SHE GOT TOO MANY CATS!!!!!!

- The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.
- The defendant owes the plaintiff the following:
 - Description Of Any Property Damage

Amount Of Damage (if Known)	Amount Of Rent Past Due	Total Amount Due
\$	\$	\$

- I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.

Date

Name Of Plaintiff/Attorney/Agent (Type Or Print)

Signature Of Plaintiff/Attorney/Agent

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date


Name Of Agent (Type Or Print)

Signature Of Agent


EX 4

OFFICIAL WRITTEN LEASE 1

1. Slumlord inc. leases and rents unto you, Sarah CatLadi, the home at 1 rat Nest Road.
2. Rent is \$500.00 per month payable on the 1st. Late on the 5th.
3. Security Deposit is \$500 and will be held in Slumlord Inc.'s official business account at Wells Fargo
4. No Cats
5. No Dogs
6. No domesticated farm animals inside the home
- 7.
8. Don't trash the house
- 9.



Jen



SARAH

ex 4

File No.

17CVM400

COMPLAINT IN SUMMARY EJECTMENT

Name And Address Of Plaintiff
Stumlord, Inc.
222 Uninhabitable Way
Candler

G.S. 7A-216, 7A-232; Ch. 42, Art. 3 and 7

County

Telephone No.

VERSUS

Name And Address Of Defendant 1 Individual Corporation

Randy Stillhere
15 Rat Nest Rd
Candler

County

Telephone No.

Name And Address Of Defendant 2 Individual Corporation

2017 JAN 26 AM 10:56
BUNCOMBE COUNTY, C.S.C.

County

Telephone No.

Name And Address Of Plaintiff's Attorney Or Agent

STATE OF NORTH CAROLINA

Buncombe County

In The General Court Of Justice
District Court Division-Small Claims

1. The defendant is a resident of the county named above.

2. The defendant entered into possession of premises described below as a lessee of plaintiff.

Description Of Premises (Include Location)

Rate Of Rent \$ 500.00 per <input checked="" type="checkbox"/> Month <input type="checkbox"/> Week	Date Rent Due 1st	Date Lease Ended 1/15/17	Type Of Lease <input checked="" type="checkbox"/> Conventional Public Housing Section 8 <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written
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3. The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.

The lease period ended on the above date and the defendant is holding over after the end of the lease period.

The defendant breached the condition of the lease described below for which re-entry is specified.

Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.

Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)

Month to month. Told him on the 1st to leave by the 15th

4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.

5. The defendant owes the plaintiff the following:

Description Of Any Property Damage

Amount Of Damage (If Known) \$	Amount Of Rent Past Due \$	Total Amount Due \$
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6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.

Date _____ Name Of Plaintiff/Attorney/Agent (Type Or Print) _____ Signature Of Plaintiff/Attorney/Agent _____

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date _____ Name Of Agent (Type Or Print) _____ Signature Of Agent _____

EX 5

OFFICIAL NOTICE TO VACATE

Randy,

Thanks for the rent you paid this morning. You are a month to month tenant. We have decided not to renew your lease.

GET OUT by the 15th or we will be forced to summary eviction you which will go on your permanent record.

Have a nice day

Jerry

1/1/17

Ex 5

File No.

17CVM400

COMPLAINT IN SUMMARY EJECTMENT

G.S. 7A-216, 7A-232; Ch. 42, Art. 3 and 7

Name And Address Of Plaintiff

Stumlord, Inc.
222 Uninhabitable Way
Candler

County Telephone No.

VERSUS

Name And Address Of Defendant 1 Individual Corporation

Tommy Wontpay
155 Rat Nest Rd
Candler

County Telephone No.

Name And Address Of Defendant 2 Individual Corporation

26 AM 10: 57
2017
BUNCOMBE COUNTY, C.S.C.

County Telephone No.

Name And Address Of Plaintiff's Attorney Or Agent

STATE OF NORTH CAROLINA

Buncombe County

In The General Court Of Justice
District Court Division-Small Claims

1. The defendant is a resident of the county named above.

2. The defendant entered into possession of premises described below as a lessee of plaintiff.

Description Of Premises (Include Location)

Conventional
 Public Housing
 Section 8

Type Of Lease

Date Lease Ended

Date Rent Due

Month Week

Rate Of Rent
\$ 500.00 per

3. The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.

The lease period ended on the above date and the defendant is holding over after the end of the lease period.

The defendant breached the condition of the lease described below for which re-entry is specified.

Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.

Description Of Breach/Criminal Activity (Give names, dates, places and illegal activity)

unpaid rent.

4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.

5. The defendant owes the plaintiff the following:

Description Of Any Property Damage

Amount Of Damage (If Known)
\$

Amount Of Rent Past Due
\$

Total Amount Due
\$

6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.

Date

Name Of Plaintiff/Attorney/Agent (Type Or Print)

Signature Of Plaintiff/Attorney/Agent

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date

Name Of Agent (Type Or Print)

Signature Of Agent

EX 6

LEASE

This lease is between Slumlord Inc Tommy WontPay for 1 year.

You must pay your rent by the first of the month.

NO CATS

Default Clause

If after 15 days written notice to cure, you remain in default of either of the two provisions of this lease, we may start summary ejectment proceedings against you.

DATE:

~~10/10/17~~ 10/10/16

Jerry SelfHelp



Tommy Wontpay

6
LX

OFFICIAL NOTICE

Tommy you have 10 days to pay or we will sue you for eviction

Jerry

Date 1/14/17

EX 6

RENT BOND HYPO

1. Bobby Tenant was evicted for failure to pay rent on the 7th day of the month. Rent is due on the 15th day of the month. Bobby files his appeal on the 16th....what must Bobby pay and when in order to stay execution?
2. Sebastian Von Tenant is evicted on the 7th day of the month for criminal activity. Sebastian's Rent is due on the 15th day of the month. Sebastian appeals on the 14th day of the month.... What must Sebastian pay and when?
3. Terry McTenant is evicted on the 2nd day of the month for failure to pay rent. Rent is due on the first. Terry files his appeal on the 2nd day of the month. What must Terry pay and When?
4. Jeff TeNante is evicted on the 13th for criminal activity. Rent is due on the first. Jeff files his appeal on the 22nd. What must Jeff pay and when?
5. Mike Ten-Ant is evicted on the 10th of the month for breach of contract. He files his appeal on the 11th. Rent is due on the 1st. Mike had already paid rent for the month. What must he pay and when?
6. Bobby Tenant perfects appeal to District Court and judgment is entered against him on the 20th day of the month. Bobby Tenant has already paid his rent bond for the entirety of that month as it became due on the 17th. What must Bobby pay to stay judgment for the remainder of the appeal period and when?

STATE OF NORTH CAROLINA

File No.

Judgment Abstract No.

_____ County

In The General Court Of Justice
District Court Division - Small Claims

Name Of Plaintiff

VERSUS

Name Of First Defendant

Name Of Second Defendant

**NOTICE OF APPEAL
TO DISTRICT COURT**

G.S. 7A-228, 7A-230

TO THE CLERK OF SUPERIOR COURT:

As the plaintiff defendant in the above-captioned action, I hereby give written Notice of Appeal on the judgment entered. This Notice is given within ten (10) days after the date the judgment in this action was entered.

I certify that today I have served copies of this Notice to all parties involved in this action.

I understand that I must pay to the Clerk of Superior Court the court costs for appeal within twenty (20) days after the magistrate rendered judgment (ten (10) days in summary ejection cases), unless I am authorized to appeal as an indigent, or my appeal will be dismissed. If I am the defendant, I also understand that in certain cases if I wish to stay execution of the judgment, I may be required to sign a bond and that the plaintiff may have an execution issued after ten (10) days if I have not signed the required bond.

Also, I demand that this Appeal be tried before a judge. jury.

Date Of Entry Of Judgment	Date Of Appeal	Date Costs Paid	Amount Of Court Costs Paid
Name Of Appealing Party 1	Signature Of Appealing Party 1	Name Of Appealing Party 2 (if applicable)	Signature Of Appealing Party 2 (if applicable)
			\$

NOTICE TO THE APPEALING PARTY

NOTICE OF APPEAL

If you did not give Notice of Appeal to the magistrate in open court at the time the judgment was rendered, you may file this written Notice of Appeal with the clerk within ten (10) days after the judgment is entered. You have a right to request a trial by jury. If you do not ask for a jury trial, you will be given a trial by a judge without a jury. You must mail or deliver copies of this form to all of the other parties. If you mail them before filing this form with the Clerk, check the block in the body of the form indicating you have served the parties and fill out the back of the original of this form. If you mail copies after filing this form with the Clerk, you must file a separate certification of service with the Clerk. You must file an answer to the allegation if the complaint is a violation of G.S. 42-63 (criminal activity). G.S. 42-68(3).

MANDATORY ARBITRATION

Many counties have mandatory arbitration programs in which appeals from small claims court are heard by an arbitrator before they go to a district court trial. You will be notified if your case is assigned for mandatory arbitration and, if so, what you must do.

COURT COSTS

Within ten (10) days after the magistrate's judgment is entered in a summary ejection case, and within twenty (20) days in all other cases, you MUST PAY to the clerk in cash the court costs for appealing the case, or your appeal will be dismissed. If you cannot afford to pay the appeal costs, you may ask the clerk for the form to appeal as an indigent (AOC-G-106). You must file the form to appeal as an indigent within ten (10) days after the judgment was entered. If the appealing party petitions to qualify as an indigent, and the petition is denied, that party has an additional five (5) days to perfect the appeal by paying the court costs.

STOPPING ENFORCEMENT OF JUDGMENT

Summary ejection:

If you are a tenant appealing from a summary ejection judgment entered against you and you wish to stay on the premises until the appeal is heard, you must SIGN A BOND that you will pay your rent as it becomes due into the Clerk's office; you must PAY IN CASH the amount of rent in arrears as determined by the magistrate; and if the judgment was entered more than five (5) days before the next rental payment is due, you may also have to PAY IN CASH the prorated amount of rent due from the date the judgment was entered until the next rental payment is due. Ask the clerk for the bond form (AOC-CVM-304) to allow you to stay on the premises. If you have not signed this bond and paid the prorated amount of cash within ten (10) days after the judgment was entered, the landlord can ask to have the sheriff remove you from the premises even though the case is being appealed.

Possession of personal property:

If the magistrate's judgment ordered you to return specific personal property to the other party and you wish to continue to hold that property until the appeal is heard, you must sign a bond, signed by at least one surety, that you and the surety will pay any costs and damages if you do not comply with the judgment of the district court. Ask the clerk for the bond form (AOC-CVM-906M). If you have not signed this bond within ten (10) days after the judgment was entered, the other party can ask to have the sheriff take the property from you even though the case is being appealed.

Money judgment:

If a money judgment has been entered against you, you do not need to sign a bond to stop enforcement. The judgment is automatically stayed until the appeal is heard.

(Over)

NOTICE TO PARTY NOT APPEALING

If the appealing party has not asked for a jury trial and you wish to have a jury rather than a judge without a jury try your case, you must file a written request for a trial by jury with the clerk within ten (10) days after receiving this Notice and, within the same amount of time, you must mail copies of your written request to the other parties. See section on Mandatory Arbitration on Side One of this form.

CERTIFICATE OF SERVICE

I certify that a copy of this Notice of Appeal was served by

- depositing a copy enclosed in a postpaid, properly-addressed envelope in a post office or official depository under the exclusive care and custody of the U.S. Postal Service directed to the
 - defendant. defendant's attorney.
 - plaintiff. plaintiff's attorney.
- delivering a copy personally to the
 - defendant. defendant's attorney.
 - plaintiff. plaintiff's attorney.
- leaving a copy at the
 - defendant's attorney's office with a partner or employee.
 - plaintiff's attorney's office with a partner or employee.
- Other:

<i>Date Mailed/Delivered</i>	<i>Signature Of Person Serving Notice Of Appeal</i>
<i>Name And Address Of Person To Whom Mailed/Delivered</i>	<i>Name Of Person Serving Notice Of Appeal (type or print)</i>
	<i>Title</i>
	<i>Name And Mailing Address Of Appealing Party 1</i>
	<i>Name And Mailing Address Of Appealing Party 2 (if applicable)</i>

STATE OF NORTH CAROLINA

File No.

County

In The General Court Of Justice
District Court Division

Name Of Plaintiff

VERSUS

Name Of Defendant

**BOND TO STAY EXECUTION
ON APPEAL OF
SUMMARY EJECTMENT JUDGMENT**

G.S. 42-34

BOND

Judgment for summary ejectment was entered by the magistrate against the defendant and in favor of the plaintiff on the date listed below. The defendant has given notice of appeal to district court.

Under the terms of the lease between the plaintiff and defendant, the defendant is obligated to pay rent in the amount and at the times specified below.

Date Of Judgment	Amount Of Rent	<input type="checkbox"/> Per Month	Day Of Month/Week Rent Due
	\$	<input type="checkbox"/> Per Week	

I, the undersigned defendant, agree to pay into the office of the Clerk of Superior Court the amount of the rent when due as specified above and request the Court to stay execution of the judgment for summary ejectment until this matter is disposed of by the district court. I understand that if I fail to make the payments required by this bond within five (5) days after due, the stay of execution will dissolve and the sheriff may remove me from the premises.

Date	Signature Of Defendant
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ADDITIONAL CASH BOND

I, the undersigned defendant, in addition to the bond signed above, now deposit in cash with the Clerk the amount listed below, which is the amount of rent in arrears as determined by the magistrate in the judgment (or, if different, the undisputed amount of arrears as determined by the magistrate in the judgment) and, if the judgment was entered more than five (5) working days before the next rental payment is due, the prorated rent for the days between the day that the judgment was entered and the next day when the rent will be due under the lease.

Amount Of Undisputed Rent In Arrears	\$	Date Of Deposit
Amount Of Prorated Rent	\$	Signature Of Defendant
Total Amount Of Undisputed Rent And Prorated Rent Deposited With Clerk	\$ 0.00	

ORDER

Upon execution of the above bond(s), execution on the judgment entered in this action is stayed until the action is disposed of on appeal in the district court; or, if the defendant fails to make any rental payment to the Clerk's office within five (5) days of the due date, the stay of execution dissolves.

Date	Signature	<input type="checkbox"/> Assistant CSC	<input type="checkbox"/> Clerk Of Superior Court
		<input type="checkbox"/> Magistrate	<input type="checkbox"/> Judge

NOTE: There are three requirements to stay execution of a summary ejectment judgment. First, all defendants who appeal summary ejectments to district court must sign the bond set out in this form if they wish to remain on the premises. That bond is a promise to pay to the Clerk's office future rent as it becomes due. Second, defendants must post in cash with the Clerk of Superior Court the amount of rent in arrears as determined by the magistrate. If the amount of rent in arrears is disputed, the defendant must post only the undisputed amount of rent in arrears as determined by the magistrate. And third, if the landlord's action was based on nonpayment of rent and the magistrate's judgment was entered more than five (5) working days before the date the next rental payment is due, the defendant must post in cash with the Clerk of Superior Court the prorated amount of rent for the days between the day the judgment was entered and the next day when the rent will be due under the lease. A defendant who appeals as an indigent does not have to post in cash the amount of undisputed rent in arrears as determined by the magistrate, but must post in cash the prorated amount of rent for the days between the day the judgment was entered and the next day rent will be due under the lease and must sign the bond to pay to the Clerk's office future rent as it becomes due.

If a defendant who is required to sign the bond and deposit cash for the additional bond fails to do both, the execution of the magistrate's judgment is not stayed while the case is being appealed to a district court judge. If the defendant signs the bond and posts the cash bond due, but then fails to pay the rent within five (5) days after it becomes due, the stay of execution dissolves; if the landlord requests execution and pays the proper fees, the Clerk must issue a Writ Of Possession Real Property (AOC-CV-401) to remove the tenant from the premises.

STATE OF NORTH CAROLINA

File No

County

In The General Court Of Justice
 District Superior Court Division

Name Of Plaintiff
 VERSUS
 Name Of Defendant

PETITION TO SUE/APPEAL/FILE MOTIONS AS AN INDIGENT

G.S. 1-110; 7A-228

AFFIDAVIT

(check one of the four boxes below)

- Petition To Sue** - As a plaintiff in the above entitled action, I affirm that I am financially unable to advance the required costs for the prosecution of this action. Therefore, I now petition the Court for an order allowing me to bring suit in this action as an indigent.
 - I am an inmate in the custody of the Division of Adult Correction.
 (NOTE TO CLERK: If this block is checked, this Petition must be submitted to a Superior Court Judge for disposition provided on the reverse.)
- Petition To File Motions** - As a defendant debtor in the above entitled action, I affirm that I am financially unable to advance the required costs to file a motion. Therefore, I now petition the Court for an order allowing me to file my motion as an indigent.
- Petition To Appeal** - As the individual appellant in the above entitled small claims action, I affirm that I am financially unable to pay the cost for the appeal of this action from small claims to district court. Therefore, I now petition the Court for an order allowing me to appeal this action to district court as an indigent.
- Petition To File Expunction Petition** - As the petitioner in the above entitled action, I affirm that I am financially unable to advance the required costs to file an expunction petition. Therefore, I now petition the Court for an order allowing me to file my expunction petition as an indigent.

(check one or more of the boxes below as applicable)

- I am presently a recipient of
 - Supplemental Nutrition Assistance Program (SNAP/food stamps). Temporary Assistance for Needy Families (TANF).
 - Supplemental Security Income (SSI).
- I am represented by a legal services organization that has as its primary purpose the furnishing of legal services to indigent persons, or I am represented by private counsel working on behalf of such a legal services organization. (Attach a letter from your legal services attorney or have your attorney sign the certificate below.)
- Although I am not a recipient of SNAP/food stamps, TANF, or SSI, nor am I represented by legal services, I am financially unable to advance the costs of filing this action or appeal.

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME		Date
Date	Signature	Signature Of Petitioner
Title Of Person Authorized To Administer Oaths		Name And Address Of Petitioner (type or print)
SEAL	Date Commission Expires	

CERTIFICATE OF LEGAL SERVICES/PRO BONO REPRESENTATION

I certify that the above named petitioner is represented by a legal services organization that has as its primary purpose the furnishing of legal services to indigent persons or is represented by private counsel working on behalf of or under the auspices of such legal services organization.

Date	Signature
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Name And Address (type or print)

ORDER

Based on the Affidavit appearing above, it is ORDERED that:

- the petitioner is authorized to bring suit, to appeal, or file motions or petitions in this action as an indigent.
- the petition is denied.

Date	Signature	<input type="checkbox"/> Assistant CSC	<input type="checkbox"/> Clerk Of Superior Court
		<input type="checkbox"/> Judge	<input type="checkbox"/> Magistrate (for appeal only)

NOTE TO CLERK: If the petitioner is NOT a recipient of SNAP/food stamps, TANF, SSI or is NOT represented by legal services or a private attorney on behalf of legal services, you may ask for additional financial information to determine whether the petitioner is unable to pay the costs.

ORDER - DAC INMATES

The undersigned superior court judge of this district finds that the petitioner is an inmate in the custody of the Division of Adult Correction and that the complaint

- is not frivolous.
- is frivolous.

It is ORDERED that

- the petitioner is authorized to sue in this action as an indigent.
- the petitioner is not authorized to sue as an indigent.
- the action is dismissed.

Date	Name Of Superior Court Judge (type or print)	Signature Of Superior Court Judge
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CERTIFICATION

I certify that this Petition has been served on the party named by depositing a copy in a post-paid properly addressed envelope in a post office or official depository under the exclusive care and custody of the United States Postal Service.

Date	Signature	<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court
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NOTE: G.S. 1-110(b) provides: "The clerk of superior court shall serve a copy of the order of dismissal upon the prison inmate."