

GENERAL ASSEMBLY OF NORTH CAROLINA

SESSION 1995

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SENATE BILL 1301

Judiciary II/Election Laws Committee Substitute Adopted 6/17/96

Short Title: General Statutes Technical Bill.

(Public)

Sponsors:

Referred to:

May 23, 1996

A BILL TO BE ENTITLED

AN ACT TO MAKE VARIOUS TECHNICAL AMENDMENTS TO THE GENERAL STATUTES AS RECOMMENDED BY THE GENERAL STATUTES COMMISSION AND TO MAKE OTHER TECHNICAL CORRECTIONS TO THE GENERAL STATUTES.

The General Assembly of North Carolina enacts:

Section 1. (a) G.S. 1-50(a)(7) is recodified as G.S. 1-47(6). G.S. 1-47(6), as recodified by this section, reads as rewritten:

"(6) a. ~~No action against~~ Against any registered land surveyor as defined in G.S. 89C-3(9) or any person acting under his supervision and control for physical damage or for economic or monetary loss due to negligence or a deficiency in the performance of surveying or ~~platting shall be brought more than 10~~ platting, within 10 years from after the last act or omission giving rise to the cause of action.

b. For purposes of this subdivision, 'surveying and platting' means boundary surveys, topographical surveys, surveys of property lines, and any other measurement or surveying of real property and the consequent graphic representation thereof.

1 c. The limitation prescribed by this subdivision shall apply to the
2 exclusion of G.S. 1-15(c) and G.S. 1-52(16)."

3 (b) G.S. 1-52(18) reads as rewritten:

4 "(18) Against any registered land surveyor as defined in G.S. 89C-3(9) or any
5 person acting under his supervision and control for physical damage or
6 economic or monetary loss due to negligence or a deficiency in the
7 performance of surveying or platting as defined in G.S. ~~1-50(7)~~-1-
8 47(6)."

9 Sec. 2. G.S. 1-349 reads as rewritten:

10 "**§ 1-349. Procedure where plaintiff is under disability.**

11 If the party by or for whom the land is claimed in the suit is a ~~married woman, minor,~~
12 minor or insane person, such value is deemed to be real estate, and shall be disposed of as
13 the court considers proper for the benefit of the persons interested therein."

14 Sec. 3. G.S. 1-538.2(a) reads as rewritten:

15 "(a) Any person, other than an unemancipated minor, who commits an act that is
16 punishable under G.S. 14-72, 14-72.1, 14-74, 14-90, or 14-100 is liable for civil damages
17 to the owner of the property. In any action brought by the owner of the ~~property~~
18 property, the owner is entitled to recover the value of the goods or merchandise, if the
19 goods or merchandise have been destroyed, or any loss of value to the goods or
20 merchandise, if the goods or merchandise were recovered, or the amount of any money
21 lost by reason of the theft or embezzlement or fraud of an employee. In addition to the
22 above, the owner of the property is entitled to recover any consequential damages, and
23 punitive damages, together with reasonable ~~attorneys~~-attorneys' fees. The total
24 compensatory and consequential damages awarded to a plaintiff against a defendant
25 under this section shall not be less than one hundred fifty dollars (\$150.00) and shall not
26 exceed one thousand dollars (\$1,000), except an act punishable under G.S. 14-74 or G.S.
27 14-90 shall have no maximum limit under this section."

28 Sec. 4. G.S. 1A-1-30(b)(4) reads as rewritten:

29 "(4) Unless the court orders otherwise, testimony at a deposition may be
30 recorded by sound recording, sound-and-visual, or stenographic
31 ~~means/methods~~-means. If the testimony is to be taken by other means in
32 addition to or in lieu of stenographic means, the notice shall state the
33 methods by which it shall be taken and shall state whether a
34 stenographer will be present at the deposition. In the case of a
35 deposition taken by stenographic means, the party that provides for the
36 stenographer shall provide for the transcribing of the testimony taken. If
37 the deposition is by sound recording only, the party noticing the
38 deposition shall provide for the transcribing of the testimony taken. If
39 the deposition is by sound-and-visual means, the appearance or
40 demeanor of deponents or attorneys shall not be distorted through
41 camera techniques. Regardless of the method stated in the notice, any
42 party or the deponent may have the testimony recorded by stenographic
43 means."

1 Sec. 5. G.S. 6-21.3 reads as rewritten:

2 **"§ 6-21.3. Remedies for returned check.**

3 (a) Notwithstanding any criminal sanctions that may apply, a person, firm, or
4 corporation who knowingly draws, makes, utters, or issues and delivers to another any
5 check or draft drawn on any bank or depository that refuses to honor the same because
6 the maker or drawer does not have sufficient funds on deposit in or credit with the bank
7 or depository with which to pay the check or draft upon presentation, and who fails to
8 pay the same amount, any service charges imposed on the payee by a bank or depository
9 for processing the dishonored check, and any processing fees imposed by the payee
10 pursuant to G.S. ~~25-3-512~~ 25-3-506 in cash to the payee within 30 days following written
11 demand therefor, shall be liable to the payee (i) for the amount owing on the check, the
12 service charges, and processing fees and (ii) for additional damages of three times the
13 amount owing on the check, not to exceed five hundred dollars (\$500.00) or to be less
14 than one hundred dollars (\$100.00). If the amount claimed in the first demand letter is not
15 paid, the claim for the amount of the check, the service charges and processing fees, and
16 the treble damages provided for in this subsection may be made by a subsequent letter of
17 demand prior to filing an action. In an action under this section the court or jury may,
18 however, waive all or part of the additional damages upon a finding that the defendant's
19 failure to satisfy the dishonored check or draft was due to economic hardship.

20 The initial written demand for the amount of the check, the service charges, and
21 processing fees shall be mailed by certified mail to the defendant at the defendant's last
22 known address and shall be in the form set out in subsection (a1) of this section. The
23 subsequent demand letter demanding the amount of the check, the service charges, the
24 processing fees, and treble damages shall be mailed by certified mail to the defendant at
25 the defendant's last known address and shall be in the form set out in subsection (a2) of
26 this section. If the payee chooses to send the demand letter set out in subsection (a2) of
27 this section, then the payee may not file an action to collect the amount of the check, the
28 service charges, the processing fees, or treble damages until 30 days following the written
29 demand set out in subsection (a2) of this section.

30 (a1) The first notification letter shall be substantially in the following form:

31 This letter is written pursuant to G.S. 6-21.3 to inform you that on
32 _____, you made and delivered to the business listed above a
33 check payable to this business containing your name and address in the sum
34 of \$_____, drawn upon _____ (bank or institution),
35 account # _____. [If the check was received in a face-to-face
36 transaction insert this sentence: This check contained a drivers license
37 identification number from a card with your photograph and mailing
38 address, which was used to identify you at the time the check was
39 accepted.] [If the check was delivered by mail insert this sentence: We
40 have compared your name, address, and signature on the check with the
41 name, address, and signature on file in the account previously established
42 by you or on your behalf, and the signature on the check appears to be

genuine.] Also, we have received no information that this was a stolen check, if that is the circumstance.

The check has been dishonored by the bank for the following reasons:

As acceptor of the check, we give you notice to rectify any bank error or other error in connection with the transaction, and to pay the face value of the check, plus the fees as authorized under G.S. ~~25-3-512~~ 25-3-506 and G.S. 6-21.3(a) as follows:

Face value of the check # \$ _____

Processing fee authorized under G.S. ~~25-3-512~~ 25-3-506 \$ _____

Bank service fees authorized under G.S. 6-21.3 \$ _____

Total amount due: \$ _____

If the total amount due listed above is not paid within 30 days of the mailing of this letter, thereafter we may file a civil action to seek civil damages of three times the amount of the check (with a minimum damage of one hundred dollars (\$100.00) and a maximum damage of five hundred dollars (\$500.00)) for allegedly giving a worthless check in violation of law (G.S. 6-21.3), in addition to the amount of the check and the fees specified above.

Appropriate relief will then be sought before a court of proper jurisdiction for full payment of the check plus all costs, treble damages, and witness fees.

If you do not believe you are liable for these amounts, you will have a right to present your defense in court. To pay the check or obtain information, contact the undersigned at the above business location. Cash or a bank official check will be the only acceptable means of redeeming the dishonored check.

If you do not believe that you owe the amount claimed in this letter or if you believe you have received this letter in error, please notify the undersigned at the above business location as soon as possible.

(a2) If the total amount due in subsection (a1) has not been paid within 30 days after the mailing of the notification letter, a subsequent demand letter may be sent and shall be substantially in the following form:

On _____, we informed you that we received a check payable to this business containing your name and address in the sum of \$ _____, drawn upon _____ (bank or institution), account # _____. This check contained identification information which was used to identify you as the maker of the check. Also, we have received no information that this was a stolen check, if that is the circumstance.

1 The check has been dishonored by the bank for the following
 2 reasons:

3
 4 We notified you that you were responsible for the face value of the
 5 check (\$ _____) plus the fees authorized under G.S. ~~25-3-512-25-3-~~
 6 506 (\$ _____) and G.S. 6-21.3(a) (\$ _____) for a total amount
 7 due of \$ _____. Thirty days have passed since the mailing of
 8 that notification letter, and you have not made payment to us for that
 9 total amount due.

10 Under G.S. 6-21.3, we claim you are now liable for the face value of
 11 the check, the fees, and treble damages. The damages we claim are three
 12 times the amount of the check or one hundred dollars (\$100.00),
 13 whichever is greater, but cannot exceed five hundred dollars (\$500.00).
 14 The total amount we claim now due is:

15 Face value of the check \$ _____

16 Processing fee authorized _____

17 under G.S. ~~25-3-512~~25-3-506 \$ _____

18 Bank service fees authorized _____

19 under G.S. 6-21.3 \$ _____

20 Three times the face value of the
 21 check, with a minimum of \$100.00
 22 and a maximum of \$500.00 \$ _____

23 Total amount due: \$ _____

24 Payment of the total amount claimed above within 30 days of the
 25 mailing of this letter shall satisfy this civil remedy for the returned
 26 check.

27 If payment has not been received within this 30-day period, we will
 28 seek appropriate relief before a court of proper jurisdiction for full
 29 payment of the check plus all costs, treble damages, and witness fees.

30 If you do not believe you are liable for these amounts, you will have
 31 a right to present your defense in court. To pay the check or obtain
 32 information, contact the undersigned at the above business location.
 33 Cash or a bank official check will be the only acceptable means of
 34 redeeming the dishonored check.

35 If you do not believe that you owe the amount claimed in this letter
 36 or if you believe you have received this letter in error, please notify the
 37 undersigned at the above business location as soon as possible.

38 (b) In an action under subsection (a) of this section, the presiding judge or
 39 magistrate may award the prevailing party, as part of the court costs payable, a reasonable
 40 attorney's fee to the duly licensed attorney representing the prevailing party in such suit.

41 (c) It shall be an affirmative defense, in addition to other defenses, to an action
 42 under this section if it is found that: (i) full satisfaction of the amount of the check or
 43 draft was made prior to the commencement of the action, or (ii) that the bank or

1 depository erred in dishonoring the check or draft, or (iii) that the acceptor of the check
2 knew at the time of acceptance that there were insufficient funds on deposit in the bank or
3 depository with which to cause the check to be honored.

4 (d) The remedy provided for herein shall apply only if the check was drawn, made,
5 uttered or issued with knowledge there were insufficient funds in the account or that no
6 credit existed with the bank or depository with which to pay the check or draft upon
7 presentation."

8 Sec. 6. G.S. 14-3(c) reads as rewritten:

9 "(c) If any Class 2 or Class 3 misdemeanor is committed because of the victim's
10 race, color, religion, nationality, or country of origin, the offender shall be guilty of a
11 Class 1 misdemeanor. If any Class A1 or Class 1 misdemeanor offense is committed
12 because of the victim's race, color, religion, nationality, or country of origin, the offender
13 shall be guilty of a Class I felony."

14 Sec. 7. G.S. 14-32.2(b) reads as rewritten:

15 "(b) Unless the conduct is prohibited by some other provision of law providing for
16 greater ~~punishment.~~ punishment.

17 (1) Any person who violates subsection (a) above is guilty of a Class C
18 felony where intentional conduct proximately causes the death of the
19 patient or resident;

20 (2) Any person who violates subsection (a) above is guilty of a Class E
21 felony where culpably negligent conduct proximately causes the death
22 of the patient or resident;

23 (3) Any person who violates subsection (a) above is guilty of a Class F
24 felony where such conduct proximately causes serious bodily injury to
25 the patient or resident."

26 Sec. 8. G.S. 14-32.2(e) reads as rewritten:

27 "(e) 'Culpably negligent' shall mean conduct of a ~~willful~~ willful, gross and flagrant
28 character, evincing reckless disregard of human life."

29 Sec. 9. G.S. 14-32.3(c) reads as rewritten:

30 "(c) Exploitation. – A person is guilty of exploitation if that person is a caretaker of
31 a disabled or elder adult who is residing in a domestic setting, and knowingly, willfully
32 and with the intent to permanently deprive the owner of property or money: (i) makes a
33 false representation, (ii) abuses a position of trust or fiduciary duty, or (iii) coerces,
34 commands, or threatens, and, as a result of the act, the disabled or elder adult gives or
35 loses possession and control of property or money.

36 If the loss of property or money is of a value of more than one thousand dollars
37 (\$1,000) the caretaker is guilty of a Class H felony. If the loss of property or money is of
38 a value of ~~less than~~ less than one thousand dollars (\$1,000) or less, the caretaker is guilty of a Class
39 1 misdemeanor."

40 Sec. 10. G.S. 14-34.5 reads as rewritten:

41 "**§ 14-34.5. Assault with a firearm on a law enforcement officer.**

1 Any person who commits an assault with a firearm upon a law enforcement officer
2 while the law enforcement officer is in the performance of his or her duties is guilty of a
3 Class E felony."

4 Sec. 11. G.S. 14-107 reads as rewritten:

5 **"§ 14-107. Worthless checks.**

6 It shall be unlawful for any person, firm or corporation, to draw, make, utter or issue
7 and deliver to another, any check or draft on any bank or depository, for the payment of
8 money or its equivalent, knowing at the time of the making, drawing, uttering, issuing
9 and delivering such check or draft as aforesaid, that the maker or drawer thereof has not
10 sufficient funds on deposit in or credit with such bank or depository with which to pay
11 the same upon presentation.

12 It shall be unlawful for any person, firm or corporation to solicit or to aid and abet any
13 other person, firm or corporation to draw, make, utter or issue and deliver to any person,
14 firm or corporation, any check or draft on any bank or depository for the payment of
15 money or its equivalent, being informed, knowing or having reasonable grounds for
16 believing at the time of the soliciting or the aiding and abetting that the maker or the
17 drawer of the check or draft has not sufficient funds on deposit in, or credit with, such
18 bank or depository with which to pay the same upon presentation.

19 The word 'credit' as used herein shall be construed to mean an arrangement or
20 understanding with the bank or depository for the payment of any such check or draft.

21 A violation of this section shall be a Class I felony if the amount of the check or draft
22 is more than two thousand dollars (\$2,000). If the amount of the check or draft is two
23 thousand dollars (\$2,000) or less, a violation of this section shall be a misdemeanor
24 punishable as follows:

25 (1) If the amount of the check or draft is not over one hundred dollars
26 (\$100.00), the person is guilty of a Class 2 misdemeanor. Provided,
27 however, if such person has been convicted three times of violating G.S.
28 14-107, he shall on the fourth and all subsequent convictions (i) be
29 punished as for a Class 1 misdemeanor and (ii) be ordered, as a
30 condition of probation, to refrain from maintaining a checking account
31 or making or uttering a check for three years.

32 (2) If the amount of the check or draft is over one hundred dollars
33 (\$100.00), the person is guilty of a Class 2 misdemeanor. Provided,
34 however, if such person has been convicted three times of violating G.S.
35 14-107, he shall on the fourth and all subsequent convictions (i) be
36 punished in the discretion of the district or superior court as for a Class
37 1 misdemeanor and (ii) be ordered, as a condition of probation, to
38 refrain from maintaining a checking account or making or uttering a
39 check for three years.

40 (3) If the check or draft is drawn upon a nonexistent account, the person is
41 guilty of a Class 1 misdemeanor.

- 1 (4) If the check or draft is drawn upon an account that has been closed by
2 the drawer prior to time the check is drawn, the person is guilty of a
3 Class 1 misdemeanor.

4 In deciding to impose any sentence other than an active prison sentence, the
5 sentencing judge shall consider and may require, in accordance with the provisions of
6 G.S. 15A-1343, restitution to the victim for (i) the amount of the check or draft, (ii) any
7 service charges imposed on the payee by a bank or depository for processing the
8 dishonored check, and (iii) any processing fees imposed by the payee pursuant to G.S. ~~25-~~
9 ~~3-512, 25-3-506,~~ and each prosecuting witness (whether or not under subpoena) shall be
10 entitled to a witness fee as provided by G.S. 7A-314 which shall be taxed as part of the
11 cost and assessed to the defendant."

12 Sec. 12. G.S. 14-202.2(b) reads as rewritten:

13 "(b) ~~Indecent liberties between minors~~ A violation of this section is punishable as a
14 Class 1 misdemeanor."

15 Sec. 13. G.S. 15A-1002(b) reads as rewritten:

16 "(b) When the capacity of the defendant to proceed is questioned, the court shall
17 hold a hearing to determine the defendant's capacity to proceed. If an examination is
18 ordered pursuant to ~~subdivisions~~ subdivision (1) or (2) ~~below,~~ of this subsection, the
19 hearing shall be held after the examination. Reasonable notice shall be given to the
20 defendant and prosecutor, and the State and the defendant may introduce evidence. The
21 court:

- 22 (1) May appoint one or more impartial medical experts, including forensic
23 evaluators approved under rules of the Commission for Mental Health,
24 Developmental Disabilities, and Substance Abuse Services, to examine
25 the defendant and return a written report describing the present state of
26 the defendant's mental health; reports so prepared are admissible at the
27 hearing and the court may call any expert so appointed to testify at the
28 hearing; any expert so appointed may be called to testify at the hearing
29 by the court at the request of either party; or
- 30 (2) In the case of a defendant charged with a misdemeanor only after the
31 examination pursuant to subsection (b)(1) of this section or at any time
32 in the case of a defendant charged with a felony, may order the
33 defendant to a State facility for the mentally ill for observation and
34 treatment for the period, not to exceed 60 days, necessary to determine
35 the defendant's capacity to proceed; in the case of a defendant charged
36 with a felony, if a defendant is ordered to a State facility without first
37 having an examination pursuant to subsection (b)(1) of this section, the
38 judge shall make a finding that an examination pursuant to this
39 subsection would be more appropriate to determine the defendant's
40 capacity; the sheriff shall return the defendant to the county when
41 notified that the evaluation has been completed; the director of the
42 facility shall direct his report on defendant's condition to the defense

1 attorney and to the clerk of superior court, who shall bring it to the
2 attention of the court; the report is admissible at the hearing.

3 (3) Repealed by Session Laws 1989, c. 486, s. 1."

4 Sec. 14. G.S. 15A-1002(b1) reads as rewritten:

5 "(b1) If the report pursuant to ~~subdivisions~~ subdivision (1) or (2) of subsection (b) of
6 this section indicates that the defendant lacks capacity to proceed, proceedings for
7 involuntary civil commitment under Chapter 122C of the General Statutes may be
8 instituted on the basis of the report in either the county where the criminal proceedings
9 are pending or, if the defendant is hospitalized, in the county in which the defendant is
10 hospitalized."

11 Sec. 15. G.S. 15A-1340.14(e) reads as rewritten:

12 "(e) Classification of Prior Convictions From Other Jurisdictions. – Except as
13 otherwise provided in this subsection, a conviction occurring in a jurisdiction other than
14 North Carolina is classified as a Class I felony if the jurisdiction in which the offense
15 occurred classifies the offense as a felony, or is classified as a Class 3 misdemeanor if the
16 jurisdiction in which the offense occurred classifies the offense as a misdemeanor. If the
17 offender proves by the preponderance of the evidence that an offense classified as a
18 felony in the other jurisdiction is substantially similar to an offense that is a misdemeanor
19 in North Carolina, the conviction is treated as that class of misdemeanor for assigning
20 prior record level points. If the State proves by the preponderance of the evidence that an
21 offense classified as either a misdemeanor or a felony in the other jurisdiction is
22 substantially similar to an offense in North Carolina that is classified as a Class I felony
23 or higher, the conviction is treated as that class of felony for assigning prior record level
24 points. If the State proves by the preponderance of the evidence that an offense classified
25 as a misdemeanor in the other jurisdiction is substantially similar to an offense classified
26 as a Class A1 or Class 1 misdemeanor in North Carolina, the conviction is treated as a
27 Class A1 or Class 1 misdemeanor for assigning prior record level points."

28 Sec. 16. G.S. 15A-1340.22(a) reads as rewritten:

29 "(a) Limits on Consecutive Sentences. – If the court elects to impose consecutive
30 sentences for two or more misdemeanors and the most serious misdemeanor is classified
31 in ~~Class A1, Class 1,~~ Class 1, or Class 2, the cumulative length of the sentences of imprisonment
32 shall not exceed twice the maximum sentence authorized for the class and prior
33 conviction level of the most serious offense. Consecutive sentences shall not be imposed
34 if all convictions are for Class 3 misdemeanors."

35 Sec. 17. G.S. 30-26 reads as rewritten:

36 "**§ 30-26. When above allowance is in full.**

37 If the estate of a deceased be insolvent, or if his personal estate does not exceed ten
38 thousand dollars (\$10,000), the allowances for the year's support of the surviving spouse
39 and the children shall not, in any case, exceed the value prescribed in G.S. 30-15 and G.S.
40 30-17; and the allowances made to them as above prescribed shall preclude them from
41 any further allowances."

42 Sec. 18. G.S. 47-41.01(b) reads as rewritten:

"(b) If the deed or other instrument is executed by the corporation's chairman, president, chief executive officer, a vice-president or an assistant vice-president, treasurer, or chief financial officer signing the name of such corporation by him as such officer, is sealed with its common or corporate seal, and is attested by another person who is its secretary or assistant secretary, trust officer, assistant trust officer, associate trust officer, or, in case of a bank, its secretary, assistant secretary, cashier or assistant cashier, the following form of acknowledgment is sufficient:

.....

(State and county, or other description of place where acknowledgment is taken)

I,,

(Name of officer taking acknowledgment)

(Official title of officer taking acknowledgment)

certify that personally came before

(NAME OF SECRETARY, ASSISTANT SECRETARY, TRUST OFFICER, ASSISTANT TRUST OFFICER, CASHIER OR ASSISTANT CASHIER)

me this day and acknowledged that he (or she) is.....

(Secretary, assistant secretary, trust officer, assistant trust officer, cashier or assistant cashier)

of, a corporation, and that by authority duly

(Name of corporation)

given and as the act of the corporation, the foregoing instrument was signed in its name by its.....

(CHAIRMAN, PRESIDENT, CHIEF EXECUTIVE OFFICER, VICE-PRESIDENT, ASSISTANT VICE-PRESIDENT, TREASURER, OR CHIEF FINANCIAL OFFICER)

sealed with its corporate seal, and attested by himself (or herself) as its

.....

(SECRETARY, ASSISTANT SECRETARY, TRUST OFFICER, ASSISTANT TRUST OFFICER, CASHIER OR ASSISTANT CASHIER)

My commission expires

(Date of expiration of commission as notary public)

Witness my hand and official seal, this theday of

.....,

(Month)

.....

(Year)

(Signature of officer taking acknowledgment)

(Official seal, if officer taking acknowledgment has one)

My commission expires

(Date of expiration of commission as notary public)

- (1) The words 'a corporation' following the blank for the name of the corporation may be omitted when the name of the corporation ends with the word 'Corporation' or 'Incorporated.'
- (2) The words 'My commission expires' and the date of expiration of the notary public's commission may be omitted except when a notary public is the officer taking the acknowledgment. The fact that these words and this date may be located in a position on the form different from the position indicated in this subsection does not by itself invalidate the form.
- (3) The words 'and official seal' and the seal itself may be omitted when the officer taking the acknowledgment has no seal or when such officer is the clerk, assistant clerk, or deputy clerk of the superior court of the county in which the deed or other instrument acknowledged is to be registered."

Sec. 19. G.S. 47-46.3 reads as rewritten:

"§ 47-46.3. Affidavit of lost note.

The form of an affidavit of lost note, if required pursuant to G.S. 45-37(a)(6), shall be substantially as follows:

AFFIDAVIT OF LOST NOTE

[Name of affiant] personally appeared before me in _____ County, State of _____, and having been duly sworn (or affirmed) made the following affidavit:

- 1. The affiant is the owner of the note or other indebtedness secured by the deed of trust, mortgage, or other instrument executed by _____ (grantor, mortgagor), _____ (trustee), and _____ (beneficiary, mortgagee), and recorded in _____ County at _____ (book and page); and
- 2. The note or other indebtedness has been lost and after the exercise of due diligence cannot be located.
- 3. The affiant certifies that all indebtedness secured by the deed of trust, mortgage, or other instrument ~~has been~~ was satisfied on

1 _____ (date of satisfaction), and the affiant is responsible
2 for cancellation of the same.

3
4 (Signature of affiant)

5 Sworn to (or affirmed) and subscribed before me this _____ day of
6 _____, 19 ____.

7 [Signature and seal of notary public or other official authorized to administer oaths]."

8 Sec. 20. G.S. 53-141 reads as rewritten:

9 "**§ 53-141. Powers.**

10 Industrial banks shall have perpetual duration and succession in their corporate name
11 unless a limited period of duration is stated in their certificate of incorporation. They
12 shall have the powers conferred by paragraphs 1, 2, 3, 5 and 7 of G.S. 55-17, subdivisions
13 (1), (2), and (3) of subsection (a) of G.S. 55-3-02, and subdivision (3) of G.S. 53-43, such
14 additional powers as may be necessary or incidental for the carrying out of their corporate
15 purposes, and in addition thereto the following powers:

- 16 (1) To discount and negotiate promissory notes, drafts, bills of exchange
17 and other evidences of indebtedness, and to loan money on real or
18 personal security, and to purchase notes, bills of exchange, acceptances
19 or other choses in action, and to take and receive interest or discounts
20 subject to G.S. 53-43(1).
- 21 (2) To make loans and charge and receive interest at rates not exceeding the
22 rates of interest provided in G.S. 24-1.1 and G.S. 24-1.2.
- 23 (3) To establish branch offices or places of business within the county in
24 which its principal office is located, and elsewhere in the State, after
25 having first obtained the written approval of the Commissioner of
26 Banks, which approval may be given or withheld by the Commissioner
27 of Banks in his discretion. The Commissioner of Banks, in exercising
28 such discretion, shall take into account, but not by way of limitation,
29 such factors as the financial history and condition of the applicant bank,
30 the adequacy of its capital structure, its future earnings prospects, and
31 the general character of its management. Such approval shall not be
32 given until he shall find
- 33 a. That the establishment of such branch or limited service facility
34 will meet the needs and promote the convenience of the
35 community to be served by the bank, and
- 36 b. That the probable volume of business and reasonable public
37 demand in such community are sufficient to assure and maintain
38 the solvency of said branch or limited service facility and of the
39 existing bank or banks in said community.

40 Provided, that the Commissioner of Banks shall not authorize the
41 establishment of any branch the paid-in capital of whose parent bank is
42 not sufficient in amount to provide for capital in an amount equal to that
43 required with respect to the establishment of branches of commercial

1 banks under the provisions of G.S. 53-62. For the purposes of this
2 paragraph, the provisions of G.S. 53-62 as to the meaning of the word
3 'capital' shall be applicable.

4 A bank may discontinue a branch office upon resolution of its
5 board of directors. Upon the adoption of such a resolution, the
6 bank shall follow the procedures for closing a branch as set forth
7 at G.S. 53-62(e). No branch shall be closed until approved by the
8 Commissioner of Banks.

9 (4) Subject to the approval of the Commissioner of Banks and on the
10 authority of its board of directors, or a majority thereof, to enter into
11 such contract, incur such obligations and generally to do and perform
12 any and all such acts and things whatsoever as may be necessary or
13 appropriate in order to take advantage of any and all memberships,
14 loans, subscriptions, contracts, grants, rights or privileges, which may at
15 any time be available or inure to banking institutions, or to their
16 depositors, creditors, stockholders, conservators, receivers or
17 liquidators, by virtue of those provisions of section eight of the Federal
18 Banking Act of 1933 (section twelve B of the Federal Reserve Act as
19 amended) which establish the Federal Deposit Insurance Corporation
20 and provide for the insurance of deposits, or of any other provisions of
21 that or any other act or resolution of Congress to aid, regulate or
22 safeguard banking institutions and their depositors, including any
23 amendments of the same or any substitutions therefor; also, to subscribe
24 for and acquire any stock, debentures, bonds or other types of securities
25 of the Federal Deposit Insurance Corporation and to comply with the
26 lawful regulations and requirements from time to time issued or made
27 by such corporations.

28 (5) To solicit, receive and accept money or its equivalent on deposit both in
29 savings accounts and upon certificates of deposit.

30 (6) Subject to the approval of the State Banking Commission, to solicit,
31 receive and accept money or its equivalent on deposit subject to check;
32 provided, however, no such approval shall be given unless and until
33 such industrial bank meets the capital requirements of a commercial
34 bank as set forth in G.S. 53-2.

35 (7) To transact any lawful business in aid of the United States in time of
36 war or engagement of the nation's armed forces in hostile military
37 operations."

38 Sec. 21. G.S. 53-175 reads as rewritten:

39 **"§ 53-175. Fee for returned checks.**

40 A licensee may collect the fee for returned checks to the extent permitted by G.S. ~~25-~~
41 ~~3-512-25-3-506.~~ This section shall apply to any loan made by any licensee under this
42 Article."

43 Sec. 22. G.S. 53-224.21 reads as rewritten:

1 **"§ 53-224.21. Conditions for interstate merger prior to June 1, 1997.**

2 An interstate merger transaction prior to June 1, 1997, involving a North Carolina
3 bank shall not be consummated, and any out-of-state bank resulting from such a merger
4 shall not operate any branch in North Carolina, unless the laws of the home state of each
5 out-of-state bank involved in the interstate merger transaction ~~permits~~permit North
6 Carolina banks under substantially the same terms and conditions as are set forth in Part 3
7 to acquire banks and establish and maintain branches in that state by means of interstate
8 merger transactions."

9 Sec. 23. G.S. 58-14-15 reads as rewritten:

10 **"§ 58-14-15. Penalties provided for unauthorized acts.**

11 When any domestic insurer knowingly engages in the practice of soliciting,
12 advertising or making contracts for insurance in states or jurisdictions in which it is not
13 licensed, the Commissioner may issue an order requiring the company to cease and desist
14 from engaging in such activities and, for the purposes of this section, the acts prohibited
15 by G.S. 58-14-10 and the foregoing sections, are declared to be an unfair trade practice
16 within the meaning of G.S. 58-63-15 and G.S. 58-63-40. When the Commissioner has
17 reason to believe that any domestic company has been engaged or is engaging in the
18 practice of knowingly soliciting, advertising or writing contracts of insurance on risks
19 within a state or jurisdiction in which it is not licensed, the Commissioner shall serve the
20 company with notice of hearing and the hearing shall conform with the hearing procedure
21 set forth in G.S. 58-63-25. Any action taken by the Commissioner after the hearing shall
22 comply with G.S. 58-63-32, and any company aggrieved by an order of the
23 Commissioner is entitled to the judicial review provided in G.S. 58-63-35."

24 Sec. 24. G.S. 58-30-10(7) reads as rewritten:

25 "(7) 'Domestic guaranty association' means the Postassessment Insurance
26 Guaranty Association in Article 48 of this Chapter, as amended; ~~the~~the
27 North Carolina Self-Insurance Guaranty Association in Article 4 of
28 Chapter 97 of the General Statutes; the Life and Accident and Health
29 Insurance Guaranty Association in Article 62 of this Chapter, as
30 amended; or any other similar entity hereafter created by the General
31 Assembly for the payment of claims of insolvent insurers."

32 Sec. 25. G.S. 58-35-10(b) reads as rewritten:

33 "(b) An insurance company duly licensed in this State may make an installment
34 payment charge as set forth in the rate filings and approved by the Commissioner and ~~are~~
35 is thereby exempt from the provisions of this Article."

36 Sec. 26. G.S. 58-40-90 reads as rewritten:

37 **"§ 58-40-90. Examination of rating, joint underwriting, and joint reinsurance**
38 **organizations.**

39 The Commissioner shall, at least once every three years, make or cause to be made an
40 examination of each rating organization licensed pursuant to G.S. 58-40-50 and each
41 advisory organization licensed pursuant to G.S. 58-40-55. The Commissioner may, as
42 often as deemed expedient, make or cause to be made, an examination of each group,
43 association, or other organization referred to in G.S. 58-40-60. This examination shall

1 relate only to the activities conducted pursuant to this Article and to the organizations
2 licensed under this Article. The officers, manager, agents and employees of any such
3 organization may be examined at any time under oath and shall exhibit all books, records,
4 ~~account,~~ accounts, documents or agreements governing its method of operation. In lieu of
5 any such examination, the Commissioner may accept the report of an examination made
6 by the insurance advisory official of another state, pursuant to the laws of that state."

7 Sec. 27. G.S. 58-51-15(a)(2)a. reads as rewritten:

8 "a. After two years from the date of issue or reinstatement of this
9 policy no misstatements except fraudulent misstatements made
10 by the applicant in the application for such policy shall be used to
11 void the policy or deny a claim for loss incurred or disability (as
12 defined in the policy) commencing after the expiration of such
13 two-year period.

14 The foregoing policy ~~provisions~~ provision may be used in its
15 entirety only in major or catastrophe hospitalization policies and
16 major medical policies each affording benefits of five thousand
17 dollars (\$5,000) or more for any one sickness or ~~injury~~. Disability
18 injury; disability income policies affording benefits of one
19 hundred dollars (\$100.00) or more per month for not less than 12
20 ~~months~~ months; and franchise policies. Other policies to which
21 this section applies must delete the words 'except fraudulent
22 misstatements.'

23 (The foregoing policy provision shall not be so construed as to
24 affect any legal requirement for avoidance of a policy or denial of a
25 claim during such initial two-year period, nor to limit the application of
26 G.S. 58-51-15(b), (1), (2), (3), (4) and (5) in the event of misstatement
27 with respect to age or occupation or other insurance.)

28 (A policy which the insured has the right to continue in force
29 subject to its terms by the timely payment of premium:

- 30 1. Until at least age 50 or,
- 31 2. In the case of a policy issued after age 44, for at least five
32 years from its date of issue, may contain in lieu of the
33 foregoing the following provisions (from which the clause
34 in parentheses may be omitted at the insurer's option)
35 under the caption 'INCONTESTABLE.'

36 After this policy has been in force for a period of two years
37 during the lifetime of the insured (excluding any period during
38 which the insured is disabled), it shall become incontestable as to
39 the statements contained in the application.)"

40 Sec. 28. The catch line of G.S. 58-66-35 reads as rewritten:

41 "**§ 58-66-35. Application to policies; ~~dates; duties of the Commissioner.~~ dates.**"

42 Sec. 29. G.S. 62-2(3a) reads as rewritten:

1 "(3a) To assure that resources necessary to meet future growth through the
2 provision of adequate, reliable utility service include use of the entire
3 spectrum of demand-side options, including but not limited to
4 conservation, load management and efficiency programs, as additional
5 sources of energy supply and/or energy demand reductions. To that end,
6 to require energy planning and fixing of rates in a manner to result in
7 the least cost mix of generation and demand-reduction measures which
8 is achievable, including consideration of appropriate rewards to utilities
9 for efficiency and conservation which decrease utility ~~bills-~~bills;"

10 Sec. 30. G.S. 62-2(4a) reads as rewritten:

11 "(4a) To assure that facilities necessary to meet future growth can be financed
12 by the utilities operating in this State on terms which are reasonable and
13 fair to both the customers and existing investors of such utilities; and to
14 that end to authorize fixing of rates in such a manner as to result in
15 lower costs of new facilities and lower rates over the operating lives of
16 such new facilities by making provisions in the rate-making process for
17 the investment of public utilities in ~~plant-~~plants under construction;"

18 Sec. 31. G.S. 62-2(7) reads as rewritten:

19 "(7) To seek to adjust the rate of growth of regulated energy supply facilities
20 serving the State to the policy requirements of statewide development;
21 ~~and~~."

22 Sec. 32. G.S. 62-2(8) reads as rewritten:

23 "(8) To cooperate with other states and with the federal government in
24 promoting and coordinating interstate and intrastate public utility
25 service and reliability of public utility energy ~~supply-~~supply; and "

26 Sec. 33. G.S. 62-200(c) reads as rewritten:

27 "(c) In reckoning what is a reasonable time for such transportation, it shall be
28 considered that such common carrier has transported household goods within a
29 reasonable time if it has done so in the ordinary time required for transporting such
30 articles by similar carriers between the receiving and shipping stations. The Commission
31 is authorized to establish reasonable times for transportation by the various modes of
32 carriage which shall be held to be prima facie reasonable, and a failure to transport within
33 such times shall be held prima facie unreasonable. This section shall be construed to refer
34 not only to delay in starting the household goods from the station where ~~it is-~~they are
35 received, but to require the delivery at ~~its-~~their destination within the time specified:
36 Provided, that if such delay shall be due to causes which could not in the exercise of
37 ordinary care have been foreseen or which were unavoidable, then upon the
38 establishment of these facts to the satisfaction of the court trying the cause, the defendant
39 common carrier shall be relieved from any penalty for delay in the transportation of
40 household goods, but it shall not be relieved from the costs of such action. In all actions
41 to recover penalties against a common carrier under this section, the burden of proof shall
42 be upon such carrier to show where the delay, if any, occurred. The penalties provided in

1 this section shall be in addition to the damages recoverable for failure to transport within
2 a reasonable time."

3 Sec. 34. G.S. 66-234(d) reads as rewritten:

4 "(d) The registration of the membership camping operator shall be renewed
5 annually with the fee required in G.S. ~~66-226~~66-236 not later than 30 days prior to the
6 anniversary of the current registration. The application shall include all changes which
7 have occurred in the information included in the application previously filed."

8 Sec. 35. G.S. 89C-25(7) reads as rewritten:

9 "(7) The internal engineering or surveying activities of a person, firm or
10 corporation engaged in manufacturing, processing, or producing a
11 product, including the activities of public service corporations, public
12 utility companies, authorities, State agencies, ~~railroad~~, railroads, or
13 membership cooperatives, or the installation and servicing of their
14 product in the field; or research and development in connection with the
15 manufacture of that product or their service; or of their research
16 affiliates; or their employees in the course of their employment in
17 connection with the manufacture, installation, or servicing of their
18 product or service in the field, or on-the-premises maintenance of
19 machinery, equipment, or apparatus incidental to the manufacture or
20 installation of the product or service of a firm by the employees of the
21 firm upon property owned, leased or used by the firm; inspection,
22 maintenance and service work done by employees of the State of North
23 Carolina, any political subdivision thereof, or any municipality therein
24 including construction, installation, servicing, maintenance by regular
25 full-time employees of streets, street lighting, traffic-control signals,
26 police and fire alarm systems, waterworks, steam, electric and sewage
27 treatment and disposal plants; the services of superintendents, inspectors
28 or foremen regularly employed by the State of North Carolina or any
29 political subdivision thereof, or municipal corporation therein; provided,
30 however, that the internal engineering or surveying activity is not a
31 holding out to or an offer to the public of engineering or any service
32 thereof as prohibited by this Chapter. Engineering work, not related to
33 the foregoing exemptions, where the safety of the public is directly
34 involved shall be under the responsible charge of a registered
35 professional engineer, or in accordance with standards prepared or
36 approved by a registered professional engineer."

37 Sec. 36. G.S. 90-411 reads as rewritten:

38 **"§ 90-411. Record copy fee.**

39 A health care provider may charge a reasonable fee to cover the costs incurred in
40 searching, handling, copying, and mailing medical records to the patient or the patient's
41 designated representative. The maximum fee shall be fifty cents (50¢) per page, provided
42 that the health care provider may impose a minimum fee of up to ten dollars (\$10.00),
43 inclusive of copying costs. If requested by the patient or the patient's designated

1 representative, nothing herein shall limit a reasonable professional fee charged by a
 2 physician for the review and preparation of a narrative summary of the patient's medical
 3 record. This section shall only apply with respect to liability claims for personal injury,
 4 except that charges for medical records and reports related to claims under Article 1 of
 5 Chapter 97 of the General Statutes shall be governed by the fees established by the North
 6 Carolina Industrial Commission pursuant to G.S. ~~97-26.4-97-26.1.~~"

7 Sec. 37. G.S. 91A-8 reads as rewritten:

8 **"§ 91A-8. Pawnbroker fees; interest rates.**

9 No pawnbroker shall demand or receive an effective rate of interest greater than two
 10 percent (2%) per month, and no other charge of any description or for any purpose shall
 11 be made by the pawnbroker, except that the pawnbroker may charge, contract for, and
 12 recover an additional monthly fee for the following services, including but not limited to:

- 13 (1) Title investigation;
- 14 (2) Handling, appraisal, and storage;
- 15 (3) Insuring a security;
- 16 (4) Application fee;
- 17 (5) Making daily reports to local law enforcement officers; and
- 18 (6) For other expenses, including losses of every nature, and all other
 19 services.

20 In no event may the total of the above listed monthly fees on a pawn transaction
 21 exceed twenty percent (20%) of the principal up to a maximum of the following:

22 First month	\$100.00
23 Second month	75.00
24 Third month	75.00
25 Fourth month and thereafter	50.00

26 In addition, pawnbrokers may charge fees for returned checks as allowed by G.S. ~~25-3-~~
 27 ~~512-25-3-506.~~"

28 Sec. 38. G.S. 153A-405(b) reads as rewritten:

29 "(b) The proposition submitted to the voters shall be substantially in one or more of
 30 the following forms and may include part or all of the bracketed language as appropriate
 31 and other such modifications as may be needed to reflect the issued debt secured by a
 32 pledge of faith and credit of any of the consolidating units or the portion of the authorized
 33 but unissued debt secured by a pledge of faith and credit of any of the consolidating units
 34 the right to issue which is proposed to be assumed by the consolidated city-county:

- 35 (1) 'Shall the County ofand the County ofbe
 36 consolidated [and the consolidated unit assume the debt of each secured
 37 by a pledge of faith and credit, [the right to issue authorized but
 38 unissued debt to be secured by a pledge of faith and credit [(including
 39 any such debt as may be authorized for said counties on the date of this
 40 referendum)] and any of said authorized but unissued debt as may be
 41 hereafter issued,] and be authorized to levy taxes in an amount sufficient
 42 to pay the principal of and the interest on said debt secured by a pledge
 43 of faith and ~~credit?~~credit!?"

1 [] YES [] NO'
 2 (2) 'Shall the City of and the City ofbe consolidated
 3 [and the consolidated unit assume the debt of each secured by a pledge
 4 of faith and credit, [the right to issue authorized but unissued debt to be
 5 secured by a pledge of faith and credit [(including any such debt as may
 6 be authorized for said cities on the date of this referendum)] and any of
 7 said authorized but unissued debt as may be hereafter issued,] and be
 8 authorized to levy taxes in an amount sufficient to pay the principal of
 9 and the interest on said debt secured by a pledge of faith and ~~credit?~~
 10 credit]?
 11 [] YES [] NO'

12 (3) 'Shall the City of and the County ofbe
 13 consolidated [and the consolidated unit assume the debt of each secured
 14 by a pledge of faith and credit, [the right to issue authorized but
 15 unissued debt to be secured by a pledge of faith and credit [(including
 16 any such debt as may be authorized for said city or county on the date of
 17 this referendum)] and any of said authorized but unissued debt as may
 18 be hereafter issued,] and be authorized to levy taxes in an amount
 19 sufficient to pay the principal of and the interest on said debt secured by
 20 a pledge of faith and ~~credit?~~credit]?
 21 [] YES [] NO''.

22 Sec. 39. G.S. 159I-30(e) reads as rewritten:

23 "(e) Special obligation bonds and notes shall be special obligations of the unit of
 24 local government issuing them. The principal of, and interest and any premium on,
 25 special obligation bonds and notes shall be payable solely from any one or more of the
 26 sources of payment authorized by this section as may be specified in the proceedings,
 27 resolution, or trust agreement under which they are authorized or secured. Neither the
 28 faith and credit nor the taxing power of the unit of local government are pledged for the
 29 payment of the principal of, or interest or any premium on, any special obligation bonds
 30 or notes, and no owner of special obligation bonds or notes has the right to compel the
 31 exercise of the taxing power by the unit in connection with any default thereon. Every
 32 special obligation bond and note shall recite in substance that the principal and interest
 33 and any premium on such bond or note are payable solely from the sources of payment
 34 specified in the bond order or trust, agreement under which it is authorized or secured,
 35 provided that:

- 36 (1) Any such use of such sources will not constitute a pledge of the unit's
- 37 taxing owner; power; and
- 38 (2) The municipality is not obligated to pay such principal or interest or
- 39 premium except from such sources."

40 Sec. 40. G.S. 160B-20(b) reads as rewritten:

41 "(b) Assumption of Debt Secured by a Pledge of Faith and Credit by Consolidated
 42 City-County. – Subject to the requirement of referendum approval of certain debt
 43 assumption for consolidation ~~by the General Assembly and effective upon the effective date of~~

1 ~~the consolidation~~ provided in G.S. 160B-18(a), upon enactment of the consolidation by the
2 General Assembly and effective upon the effective date of the consolidation provided in
3 G.S. 160B-18(b), the debt secured by a pledge of faith and credit of the consolidating city
4 at the effective date of the consolidation (including formerly authorized but unissued debt
5 secured by a pledge of faith and credit as may have been issued at the time) is assumed
6 by, and becomes a binding obligation of the consolidated city-county, and the faith and
7 credit of the consolidated city-county is pledged to secure any such assumed debt secured
8 by a pledge of faith and credit. In addition, any debt secured by a pledge of faith and
9 credit of the county at the effective date of the consolidation shall become a binding
10 obligation of the consolidated city-county and the faith and credit of the consolidated
11 city-county is pledged to secure any such debt."

12 Sec. 41. G.S. 160B-21(a) reads as rewritten:

13 "(a) Publication of Notice of Enactment. – Following ratification of an act of the
14 General Assembly authorizing consolidation, there shall be published once in a
15 newspaper of general circulation in the county a notice of said enactment and, if
16 applicable, the fact that in connection with said enactment there is an assumption by the
17 consolidated city-county of the debt secured by a pledge of faith and credit of the
18 consolidating city and, if applicable, assumption of the right to issue authorized but
19 unissued debt secured by a pledge of faith and credit of the consolidating city and that
20 there is also binding on the consolidated city-county the debt secured by a pledge of faith
21 and credit of the county and, if applicable, there is vested in the consolidated city-county
22 the right to issue authorized but unissued debt secured by a pledge of faith and credit of
23 the county with the following statement appended:

24 'Any action or proceeding challenging the regularity or validity of this
25 ~~referendum-enactment~~ must be begun within 30 days after the date of
26 publication of this ~~statement of result~~ notice.'

27 The notice shall be published by the governing bodies of the units proposed to be
28 consolidated or, if applicable, the interim governing board of the consolidated city-county
29 by their respective clerks or by such other persons as shall be designated by each
30 applicable governing body or board."

31 Sec. 42. G.S. 75A-13.2(a) reads as rewritten:

32 "(a) No person shall operate a personal watercraft on the waters of this
33 State at any time between the hours from one hour after sunset to one hour before sunrise.
34 For purposes of this section, 'personal watercraft' means a small ~~class A-1 or A-2~~ vessel
35 which uses an outboard motor, or an inboard motor powering a water jet pump, as its
36 primary source of motive power and which is designed to be operated by a person sitting,
37 standing, or kneeling on, or being towed behind the vessel, rather than in the
38 conventional manner of sitting or standing inside the vehicle."

39 Sec. 43. This act is effective upon ratification.