



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Reginald Hill

AUCTION LOCATION - Online only at www.themclemoregroup.com

AUCTION END DATE - Thursday, June 18th, 2020 at 2:00 PM (EST)

AUCTIONEER — Dan McLemore (Broker / Owner) and Matt Gallimore (Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St.; Matthews, NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering +-

Legal Description – HSE 373 B LAKEWOOD RD

Deed Book 1660 Page 930 Parcel ID #: 5595-04-71-0789

373-B Lakewood Road Oakboro, NC 28129

General Terms and Conditions

10% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close on or before July 20th, 2020. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$10,000.

BIDDER REGISTRATION - Register for online only auction at www.theMcLemoreGroup.com. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COLLUSION — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

COPYRIGHT FOR AUCTION — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "AS IS, WHERE IS, WITH ALL FAULTS." To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

AUCTION METHOD Auction will be "Sold Subject to Seller Confirmation" and conducted with internet bids until bids are complete on Thursday June 18th, 2020 ending at 2 PM. Final high bid plus 10% Buyer's Premium will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus 10% Buyer

Premium. Purchaser will be required to make a \$10,000 Earnest Money Deposit and close on or before June 1st, 2020.

SALE CONTRACT — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

EARNEST MONEY DEPOSIT — Purchaser will be required to make a \$10,000 Earnest Money on June 18th, 2020. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by Deed of General Warranty, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

RELEASE FOR USE — Bidders, Buyers, and other persons present at the Auction (collectively "{Attendees}") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction

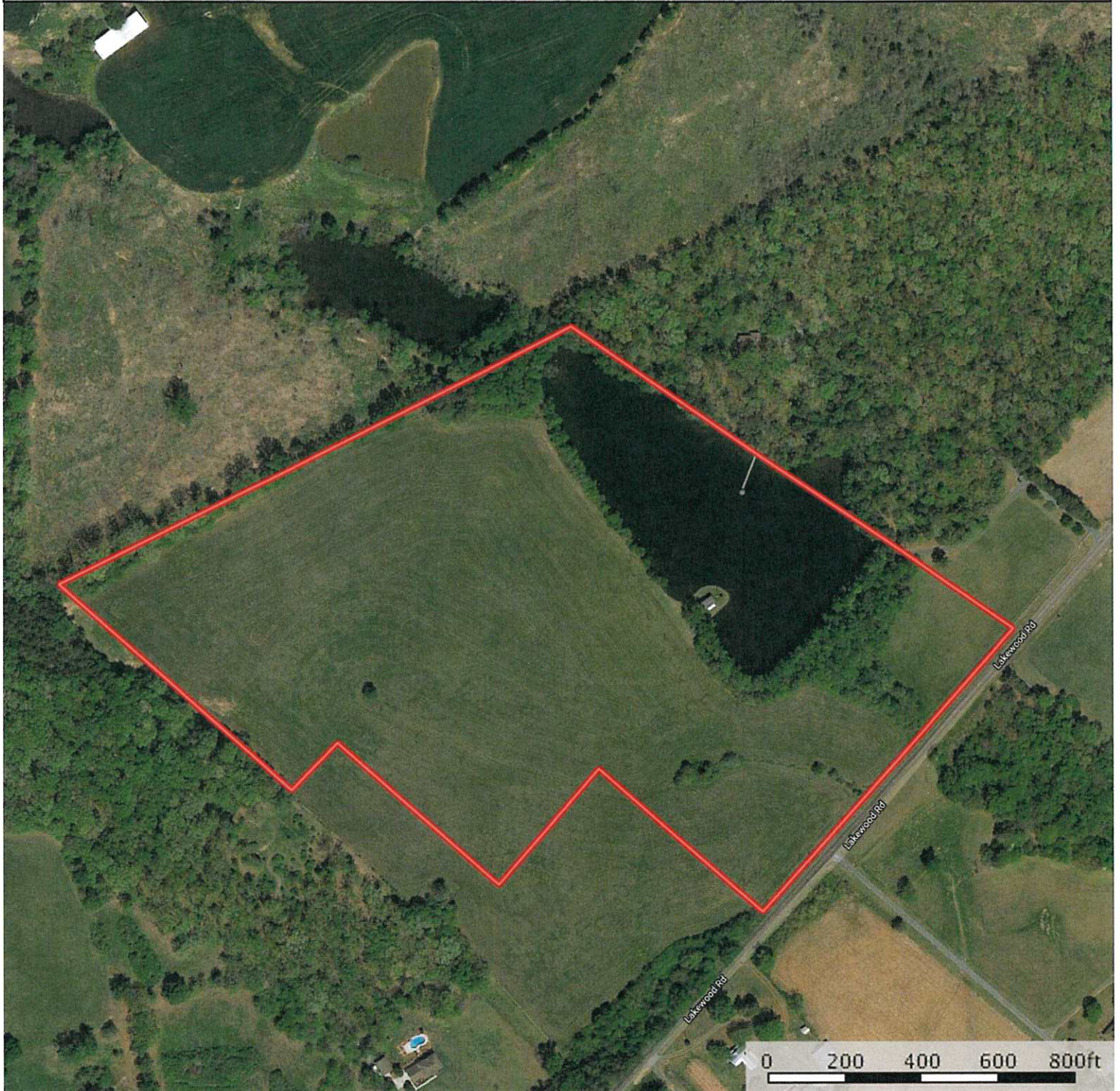
Aerial Image

Online Auction Only, Ending June 18, 2020
at 2:00 PM

www.themclemoregroup.com



**The McMormore
Group**



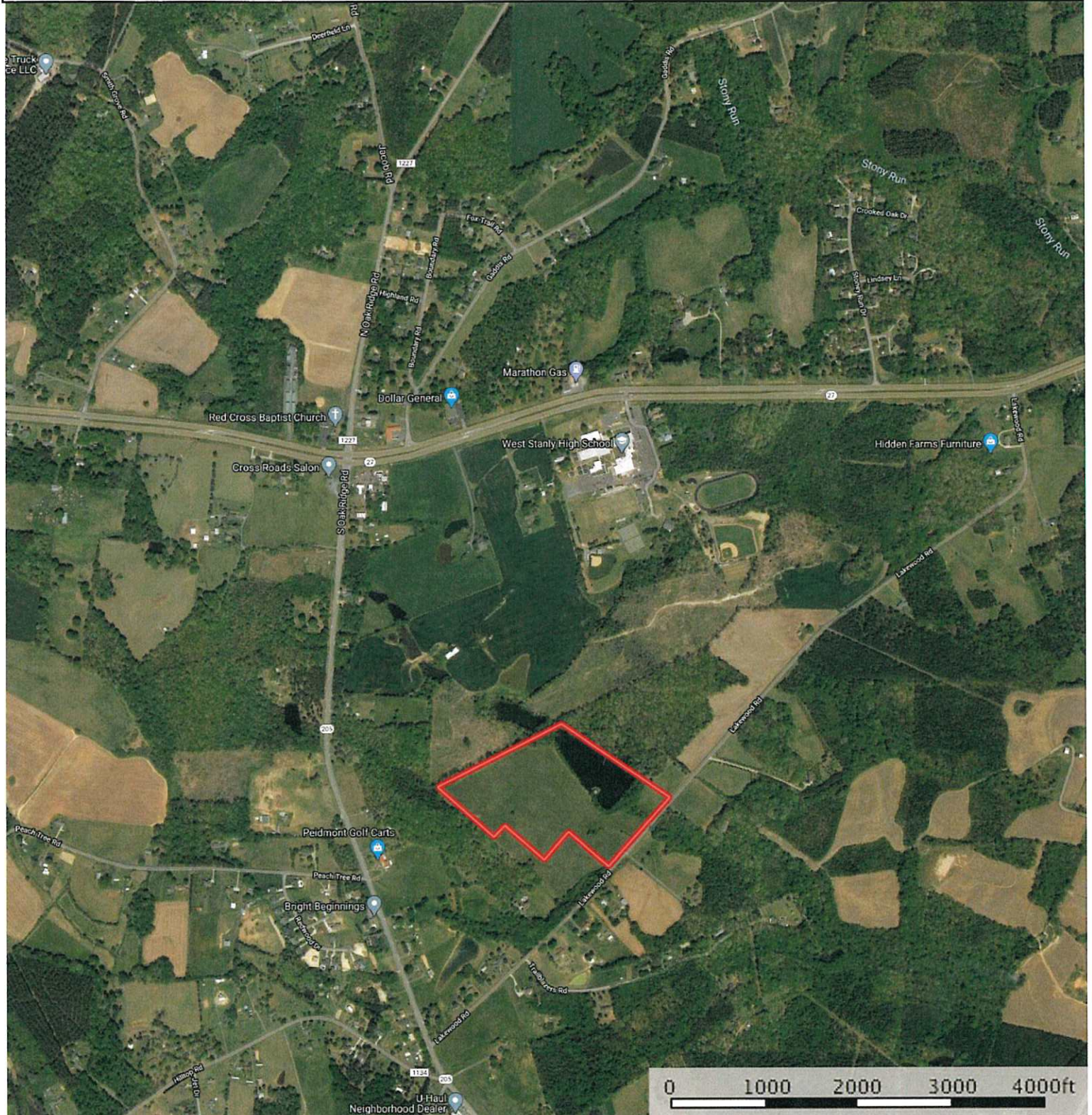
Area Map

Online Auction Only, Ending June 18, 2020 @ 2PM EST

www.themclemoregroup.com



The McMormore Group



Area Map

Online Auction Only, Ending June 18, 2020 @ 2PM EST

www.themclemoregroup.com



The McLeMORE Group



Location Map

Online Auction Only, Ending June 18, 2020 @ 2PM EST

www.themclemoregroup.com



The McMormore Group



STANLY COUNTY NC 08/09/2000
\$0.00
STATE OF NORTH CAROLINA Real Estate Excise Tax

STANLY COUNTY NC
08/09/2000 2:38 PM
CECIL I. ALMOND
Register of Deeds
By: JA Deputy/Asst

Excise Tax - 0 -

Recording Time, Book and Page #12-00

Tax Lot No. Parcel Identifier No.
Verified by County on the day of, 19....
by

Mail after recording to Reginald D. Hill, 16265-A Lakewood Road, Oakboro, NC 28129

This instrument was prepared by Brown, Brown & Brown, P.L.L.C.
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9th day of August, 2000, by and between

GRANTOR	GRANTEE
REGINALD D. HILL	REGINALD D. HILL and wife, ANITA W. HILL 16265-A Lakewood Road Oakboro, NC 28129

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Big Lick Township, Stanly County, North Carolina and more particularly described as follows:

SEE RIDER ATTACHED HERETO FOR DESCRIPTION OF PROPERTY CONVEYED BY THIS INSTRUMENT.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: _____ (Corporate Name) _____ (SEAL)
By: _____ (SEAL)
President _____ (SEAL)
ATTEST: _____ (SEAL)
Secretary (Corporate Seal) _____ (SEAL)

USE BLACK INK ONLY

Reginald D Hill
REGINALD D. HILL



NORTH CAROLINA, Stanly County.
I, a Notary Public of the County and State aforesaid, certify that REGINALD D. HILL Grantor, personally appeared before me this 9th day of August 2000 and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 9th day of August 2000. My commission expires: Feb. 13, 2003 Mitzi C. Morton Notary Public

SEAL-STAMP NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by _____ as its Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19____. My commission expires: _____ Notary Public

Stanly Co., N. C.
The foregoing Certificate(s) of MITZI C. MORTON

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

CECIL I. ALMOND REGISTER OF DEEDS FOR STANLY COUNTY
By: _____ Deputy Assistant - Register of Deeds

**THIS RIDER ATTACHED TO AND MADE A PART OF THAT DEED
DATED AUGUST 9, 2000, FROM REGINALD D. HILL TO
REGINALD D. HILL AND WIFE, ANITA W. HILL.**

Lying and being in Big Lick Township and more particularly described as follows:

BEGINNING at a point in the centerline of State Road No. 1978, the southerly corner of the lands formerly owned by D. A. Hinson; said beginning point also being a westerly corner of the lands of Roy Plyler described in deed recorded in Deed Book 180, Page 167, Stanly County Registry; thence with the center line of State Road No. 1978 in a northeasterly direction 2046 feet to a point in the centerline of said road, the southerly corner of the D.S. Morgan (now or formerly) lands; thence with the line of said Morgan lands N. 51 W. 1085.7 feet to a stake; thence S. 63 W. 1650 feet to an oak; thence S. 34 E. 1683 feet to the place of beginning and containing 56.6 acres, more or less.

For reference, see deed book 277, Page 48; Deed Book 277, Page 51; Deed Book 278, Page 541; and Deed Book 278, Page 460, Stanly County Registry.

THERE IS EXCEPTED from the foregoing 56.6 acres the following three tracts:

Tract One:

A tract consisting of approximately 3.3 acres, together with access road, conveyed to Reginald D. Hill and wife, Anita W. Hill, and recorded in Deed Book 313, at Page 834, Stanly County Registry

Tract Two:

A tract consisting of approximately 8.52 acres conveyed to Keith Edward McSwain and wife, Lawrencette R. McSwain, recorded in Deed Book 575, Page 620, Stanly County Registry.

Tract Three:

A tract consisting of approximately 2.07 acres, together with access road, conveyed to Reginald D. Hill, recorded in Deed Book 626, Page 455, Stanly County Registry.

For reference, see deed dated May 22, 2000, from Joyce H. Hill to Reginald D. Hill recorded in Deed Book 158, at Page 370, Stanly County Registry.

The purpose of this deed is to create an estate by the entirety in the Grantees herein and is executed pursuant to the provisions of NCGS 39-13.3(b).

Reginald D. Hill (SEAL)
REGINALD D. HILL



IMPROVEMENT PERMIT

Stanly County Commons
1000 N. First St.
Suite 13-A
Albemarle, NC 28001
Phone: 704-986-3675

For Office Use Only

*CDP File Number: 275768 - 1
County ID Number: 11327
Evaluated For: NEW

PERMIT VALID UNTIL: 05/29/2024

*NOTE TO INSPECTIONS DIVISION: Building Permits cannot be issued with this Improvement Permit.

Applicant: Reginald Hill
 Address: 373 A Lakewood Rd
 City: Oakboro
 State/Zip: NC 28129
 Phone #: cell :(704) 214-4711

Property Owner: Reginald Hill
 Address: 373 A Lakewood Rd
 City: Oakboro
 State/Zip: NC. 28129
 Phone #: cell :(704) 214-4711

Property Location & Site Information

Address/Road #: Lakewood Rd Oakboro, NC 28129 Subdivision: _____ Phase: NEW Lot: 2
 Structure: SINGLE FAMILY
 # of Bedrooms: 3 Directions: hwy 24/27 West towards Red Cross, TL Lakewood Rd, property is on the right just past 373A Lakewood Rd and before 211 Lakewood rd
 # of People: 4
 *Water Supply: NEW WELL

System Specifications

Initial System
 *Site Classification: PS Shallow Placement Minimum Trench Depth: 8 Inches
 Design Flow: 360 Maximum Trench Depth: 8 Inches
 Soil Application Rate: 0.2500
 *System Classification/Description: TYPE III G. OTHER NON-CONV. TRENCH SYSTEMS Septic Tank: 1250 Gallons
 Pump Required: Yes No May Be Required
 *Proposed System: Low Profile Chamber Pump Tank: 1000 Gallons

Repair System Required: Yes No No, but has Available Space

Repair System

*Site Classification: PS Drip Minimum Trench Depth: _____ Inches
 Soil Application Rate: _____ Maximum Trench Depth: _____ Inches
 *System Classification/Description: N/A Pump Required: Yes No May Be Required
 *Proposed System: _____ Pump Tank: _____ Gallons

No grading or construction activity is allowed in areas designated for system and repair without approval of Health Department

*Site Modifications

The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements.

*Permit Conditions

Initial system is Low profile chamber for a 3 bedroom home. Repair is drip. 8" trench depth will require additional cover. 1250 gal septic tank due to garbage disposal. Depending upon final house placement a pump may be required. Must have exact house and driveway placement submitted and verified before it will be released

The Department and Local Health Department may impose conditions on the issuance and may revoke the permits for failure of the system to satisfy the conditions, the rules, or this article. This permit is subject to revocation if the site plan, plat, or intended use changes (NCGS 130A-335(f)). The person owning or controlling the system location, installing, operation, maintenance, monitoring, reporting, and repair is:

Authorized State Agent: Jodie Underwood

Date of Issue: 05/29/2019

Jodie Underwood

Total Time: (HH:MM)

Hand Drawing

Import Drawing

Site Plan/Drawing attached.



IMPROVEMENT PERMIT

Stanly County Commons
 1000 N. First St.
 Suite 13-A
 Albemarle, NC 28001
 Phone: 704-986-3675

For Office Use Only

*CDP File Number: 275770 - 1
 County ID Number: 11327
 Evaluated For: NEW

PERMIT VALID UNTIL: 05/10/2024

***NOTE TO INSPECTIONS DIVISION:** Building Permits cannot be issued with this Improvement Permit.

Applicant: Reginald Hill
 Address: 373 A Lakewood Rd
 City: _____
 State/Zip: NC 28129
 Phone #: cell :(704) 214-4711

Property Owner: Reginald Hill
 Address: 373 A Lakewood Rd
 City: _____
 State/Zip: NC. 28129
 Phone #: cell :(704) 214-4711

Property Location & Site Information

Address/Road #: Lakewood Rd- lot 3 Oakboro, NC 28129 Subdivision: _____ Phase: NEW Lot: 3
 Structure: SINGLE FAMILY
 # of Bedrooms: 3
 # of People: 4
 *Water Supply: NEW WELL

Directions

Hwy 24/27 west towards Red Cross, TL Lakewood Rd, property is on the right just past 373 A Lakewood Rd; driveway will be before 211 Lakewood Rd

<p>Initial System</p> <p>*Site Classification: <u>Provisionally Suitable</u></p> <p>Design Flow: <u>360</u></p> <p>Soil Application Rate: <u>0.2500</u></p> <p>*System Classification/Description: TYPE III G. OTHER NON-CONV. TRENCH SYSTEMS</p> <p>*Proposed System: 25% REDUCTION</p>	<p style="text-align: center;">System Specifications</p> <p>Minimum Trench Depth: <u>18</u> Inches</p> <p>Maximum Trench Depth: <u>18</u> Inches</p> <p>Septic Tank: <u>1250</u> Gallons</p> <p>Pump Required: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> May Be Required</p> <p>Pump Tank: <u>1000</u> Gallons</p>
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Repair System Required: Yes No No, but has Available Space

Repair System

<p>*Site Classification: <u>PS Drip</u></p> <p>Soil Application Rate: _____</p> <p>*System Classification/Description: N/A</p> <p>*Proposed System: _____</p>	<p>Minimum Trench Depth: _____ Inches</p> <p>Maximum Trench Depth: _____ Inches</p> <p>Pump Required: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> May Be Required</p> <p>Pump Tank: _____ Gallons</p>
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No grading or construction activity is allowed in areas designated for system and repair without approval of Health Department

***Site Modifications**

The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements.

***Permit Conditions**
 Initial system is 25% reduction for a 3 bedroom home. Repair is drip. Must have exact house and driveway placement submitted and verified before CA will be released. Depending upon house placement a pump may be required. 1250 gal

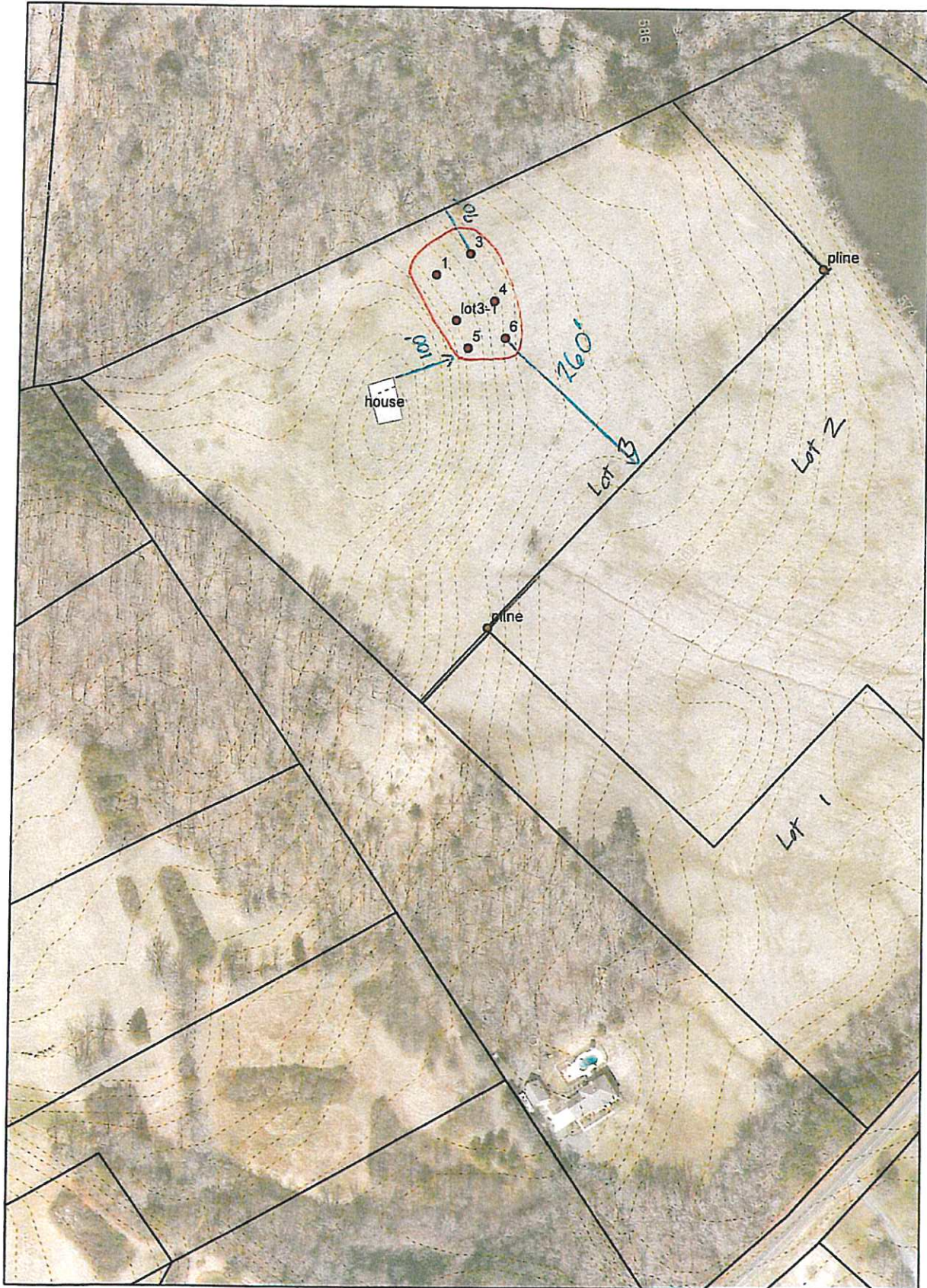
The Department and Local Health Department may impose conditions on the issuance and may revoke the permits for failure of the system to satisfy the conditions, the rules, or this article. This permit is subject to revocation if the site plan, plat, or intended use changes (NCGS 130A-335(f)). The person owning or controlling the system location, installing, operation, maintenance, monitoring, reporting, and repair is:

Authorized State Agent: Jodie Underwood

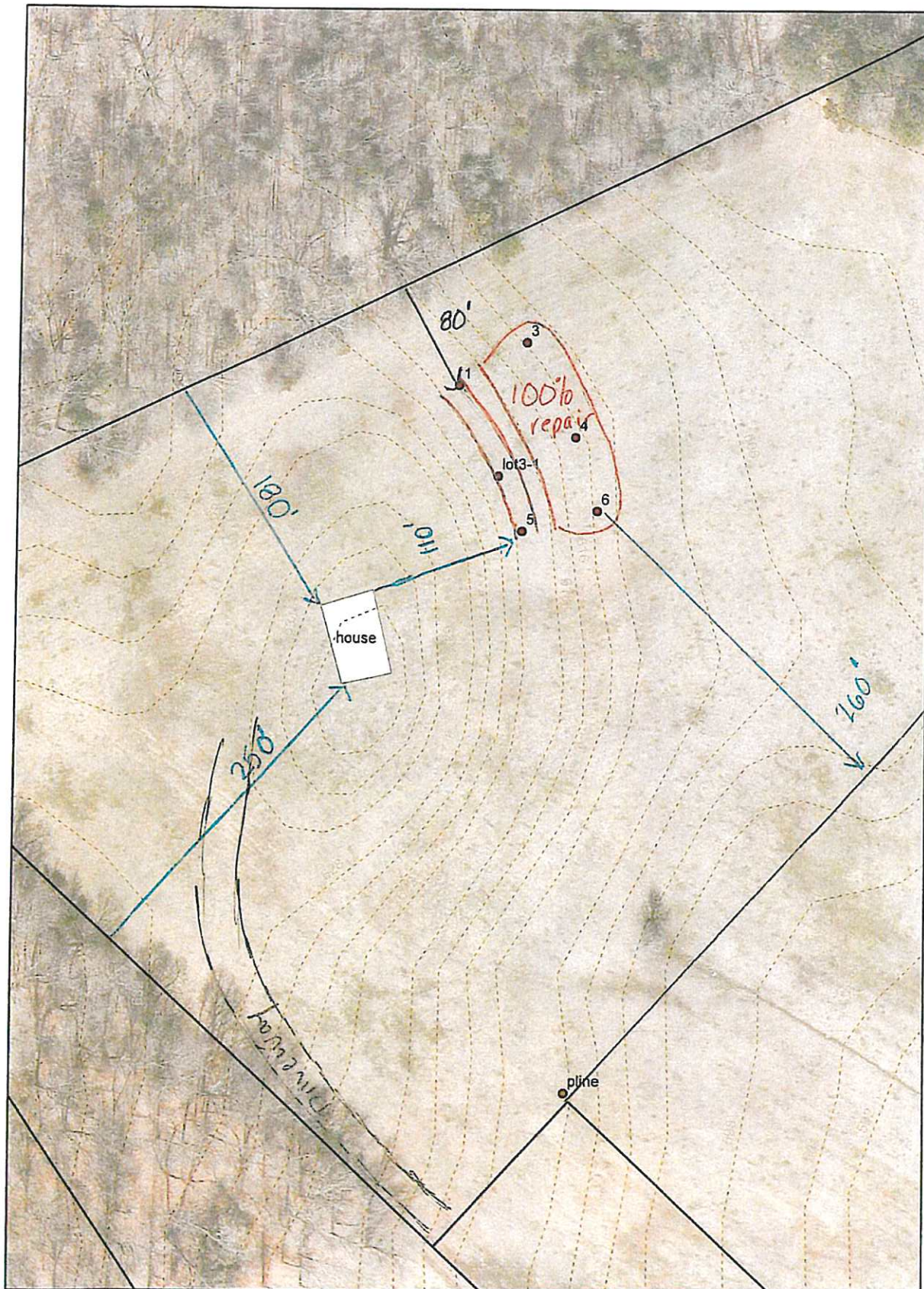
Date of Issue: 05/10/2019

Hand Drawing Import Drawing ****Site Plan/Drawing attached.**** Total Time: (HH:MM) _____

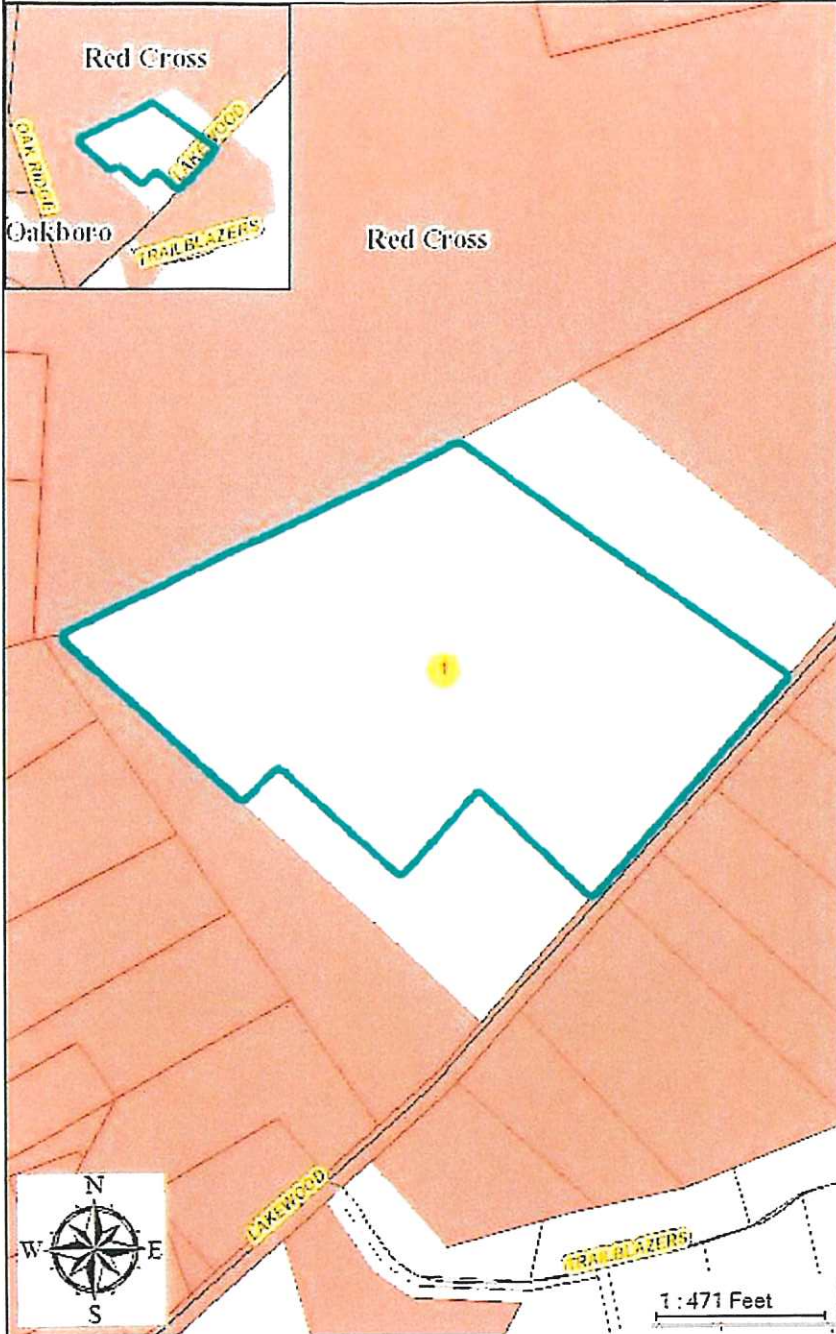
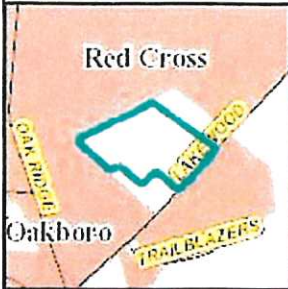
Reginald Hill
Lakewood Rd Lot 3
CDP275770 TR11327



Reginald Hill
Lakewood Rd Lot 3
CDP275770 TR11327



3-120'
septic lines



- Rail Roads
- Roads
- Parcels
- City Limits
 - Albemarle
 - Badin
 - Locust
 - Misenheimer
 - New London
 - Norwood
 - Oakboro
 - Red Cross
 - Richfield
 - Stanfield
- Lease Land Records
- Surrounding Counties



1:471 Feet

<u>OBJECTID</u>	<u>Tax Record</u>	<u>Owner Name</u>
38064	11327	HILL REGINALD D & ANITA W
<u>Owner Name 2</u>	<u>Mailing Address</u>	<u>Mailing Address 2</u>
	373A LAKEWOOD RD	
<u>City</u>	<u>State</u>	<u>Zip</u>
OAKBORO	NC	28129
<u>PIN</u>	<u>Deed Acres</u>	<u>Lots</u>
559504710789	33.86	0
<u>Physical Address</u>	<u>District Code</u>	<u>District Desc</u>
373 B LAKEWOOD RD	117	OAKBORO FD
<u>Township Code</u>	<u>Township Desc</u>	<u>Description1</u>
120	BIG LICK #2 TWP	DWELLING
<u>Year Built</u>	<u>Finished Area</u>	<u>DateSold</u>
1950	924	
<u>SaleAmount</u>	<u>Deed Book</u>	<u>Deed Page</u>
0	758	373
<u>Plat Book</u>	<u>Plat Page</u>	<u>Landuse Record</u>
		Yes
<u>TotalFMVCurrent</u>		
176975		

This map is prepared for the inventory of Real Property found within this jurisdiction, and is compiled from recorded deeds, plats and other public records and data. Users of the map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The Stanly County Geographic Information Systems Division of the Office of Information Technology assumes no legal responsibility for the information contained on this map. Also, when the deeds and or plats are viewed for a parcel, the Stanly County Register of Deeds Office makes no guarantees regarding the collection, accuracy, authenticity, or use of these records. The web site is for informational use and convenience only. The Register of Deeds shall in no way be held responsible for errors or omissions in these records nor for any actions resulting from their use. The official records are kept in the Stanly County Register of Deeds Office. To view deeds on this site you must install the AlternatIFF viewer. To install, please visit <http://www.alternatiff.com/install-ie/> Warning: City of Norwood: Within the city limits of Norwood any improvements such as boathouses or piers that have been built on land owned by Duke Energy are considered to be located on leased land and therefore will not be found using this program. These improvements are also not considered to be located within the city limits of Norwood and are taxed accordingly. These leased land records can be identified by going to StanlyTax.com. If a property is located on Lake Tillery in Norwood has a parcel number of 1234 then the tax bill for the waterfront improvements located on Duke Energy property could be found by placing an LL01 after the parcel number. On StanlyTax.com search by Parcel / Record number and enter 1234LL01 for this example.

+OWNERSHIP 19213 2019 3/20/2019
 HILL REGINALD D & ANITA W
 373A LAKEWOOD RD
 OAKBORO NC 28129
 DEED: 758 373

PROPERTY DESCRIPTION
 HSE 373 B LAKEWOOD RD
 373 B LAKEWOOD RD
 TOPO STREET UTILITY ZONING 33-860 ACRES NBHD
 LAKE/PON PAVED ELECTRIC ISPTCTANK NOTES:01 POOR CONDITION 9929

MAP NUMBER 559504710789 CARD NO 1
 RECORD NUMBER: 11327
 ROUTE 34
 OAKBORO FD
 LISTER: SLEFLER 1152019
 REVIEW: BB 6242015

LAND CLASS * SIZE * RATE *SIZ%*DPT%*ADJ% -LND-VALUE
 1 1 FT HOME SITE I 1.00AC 18000 1.00 1.00 1.00 18000
 2 5200EN CULT F 31.36AC 2950 1.57 1.00 1.00 145243
 3 580WOODLAND F 1.50AC 2750 1.57 1.00 1.00 6476

LAND VALUE: 169719
 # OTHER FEET SIZE BASERATE*SIZE= ADJRATE* UNITS *QGR%-COND%=OFF-VALU
 * * * * *
 * * * * *
 * * * * *
 * * * * *

OTHER VALUE:
 FNDATION X TRRNFINSH HEATG AIR ROOFETRL SIZE/CTY DPR: FALDDEPR3
 CNCRTEBLK CBSTUCCO SPACE HT CORFESHGL 2.00SHHT
 'WALL
 2 BDRM

DWELLING D-5 AYB 1950 EYB
 DIMENSIONS: A-DU14DR33DD14DL33 B-MR15DD8DR16DU8DL16
 # STRUCTURE SKTCH-SF* SHTH BASERATE *SIZE% *WLHW% = ADJRATE* AREA*%CMP= COST QG% OG RCN -DEPR%-CND%= FMV
 A 101 SINGFAML 462 2.00 70.50 1.0100 71.205 924 1.00 65793
 19 SPACE HT 1.50- 1.500- 924 1.00 1386- (NO OG%)
 17 CBSTUCCO 2500.00 2500.000 924 1.00 2500 (NO OG%)
 B 184 SC PORCH 128 HSF: 18.00 1.2100 21.780 128 1.00 2787
 %COMP: 100 RPCN: 69694 .70 48370 -.70-.50=
 STRUCTURE VALUE: 924.00 HSF: 7.85 FMV/HSF

VALUATION | VALUE | PREV-VAL. | P-N% | SALE | S-N% | TOTAL VALUE | 176975
 LAND | 169719 | 166793 | 90% | SPL | 50121V/AC | 176975
 OTHERFEAT | 7256 | 7256 | 100% | 09132012 | TV/HSF | 7256
 STRUCTURE | 176975 | 194049 | 91% | -373 | SP/HSF | 176975
 TOTAL | | | | 10000% | | APPRAISED-VALUE: | 176975

SAMPLE

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 19th day of June, 2020, by and between Reginald Hill, Anita Hill ("Buyer"), and ("Seller").

WHEREAS at an auction conducted this day by United Country RE - The McLemore Group ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 373-C Lakewood Rd

City: Oakboro Zip 28129

County: Stanly, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit n/a, Block/Section n/a, Subdivision/Condominium None

, as shown on Plat Book/Slide n/a at Page(s) n/a

The PIN/PID or other identification number of the Property is: 5595-04-71-0789 Acreage: 32.97

Other description: HSE 373 B LAKEWOOD RD

Some or all of the Property may be described in Deed Book 1660 at Page 930

ADDITIONAL PARCELS. If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights [X] are [] are not included.

Timber rights [X] are [] are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. FIXTURES:

(a) Included Items: The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: Lakeside Cabin

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) Excluded Items: The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: None.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: None.



4. **PURCHASE PRICE:** The purchase price of the Property is \$ _____ and shall be paid in US dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. An earnest money deposit in the amount of \$ **10,000.00** by cash personal check official bank check wire transfer has this day been made to Firm. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this contract. Buyer shall pay the balance of the purchase price, in the amount of \$ _____, in full in legal tender to Seller at Closing. Firm will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over there turn or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on on or before July 20th, 2020 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to _____. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Closing ("Delaying Party"), and if the other party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and Closing Attorney and shall be entitled to a delay in Closing. If the parties fail to complete Closing within fourteen (14) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties) or to otherwise extend the Closing Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession shall be delivered, subject to existing leases, at Closing OR on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies shall be prorated on a calendar year basis as of the date of Closing shall not be prorated. In the event that such income is not prorated, then the parties agree that Seller Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. SELLER OBLIGATIONS:

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED SPECIAL WARRANTY DEED NON-WARRANTY (QUITCLAIM) DEED OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): _____ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this contract and the earnest money shall be returned to Buyer.

13. OTHER PROVISIONS AND DISCLOSURES:

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**

Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES): _____.

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

(c) **Lead-Based Paint Disclosure** (check if applicable):

The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is:

Owners' association website address, if any: _____

The name, address and telephone number of the president of the owners' association or the association manager is:

Owners' association website address, if any: _____

(f) **Primary Residence:** Seller represents that the Property is or is not Seller's primary residence.

(g) **Other:** _____

14. **ENTIRE AGREEMENT; NOTICE:** This contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto. Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the information section below.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as maybe necessary to more effectively transfer to Buyer the Property described herein in accordance with this contract.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Buyer Initials _____ Seller Initials _____

17. **APPLICABLE LAW:** This contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

SELLER:

_____ (SEAL)

_____ (SEAL)

Reginald Hill

Date: _____

Date: _____

_____ (SEAL)

_____ (SEAL)

Anita Hill

Date: _____

Date: _____

Entity Buyer:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

Firm acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____ Firm: _____
By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____
 Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: _____
Acting as Seller's (sub) Agent Buyer's Agent Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: Dan McLemore Real Estate License #: 174689
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)564-0351 Fax #: 704-817-2544 Email: dan@themclemoregroup.com

Firm Name: United Country Real Estate The McLemore Group
Acting as Seller's (sub) Agent Dual Agent

107B N Trade Street

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matthew Gallimore NCAL License #: 10250

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STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
- You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
 - If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
 - If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
 - If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.
 - If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
- If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
- You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

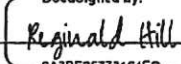
Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

- In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 373-C Lakewood Rd, Oakboro, NC 28129

Owner's Name(s): Reginald Hill

Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

DocuSigned by:
 Owner Signature:  Reginald Hill Date 3/9/2020
 Owner Signature: _____ Date _____

Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Buyer Signature: _____ Date _____
 Buyer Signature: _____ Date _____

Property Address/Description: 373-C Lakewood Rd, Oakboro, NC 28129

HSE 373 Lakewood Road

The following questions address the characteristics and condition of the property identified above about which the owner has *actual knowledge*. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

- | | Yes | No | No Representation |
|--|--------------------------|--------------------------|-------------------------------------|
| 1. In what year was the dwelling constructed? <u>1950</u>
Explain if necessary: _____ | | | <input type="checkbox"/> |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl
<input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos
<input type="checkbox"/> Other _____ (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available) Explain if necessary: _____ | | | <input checked="" type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input checked="" type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____
(Check all that apply)... Age of system: _____ | | | <input checked="" type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____
(Check all that apply)... Age of system: _____ | | | <input checked="" type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____
(Check all that apply)
If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input checked="" type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____ (Check all that apply)..... | | | <input checked="" type="checkbox"/> |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____ (Check all that apply)..... | | | <input checked="" type="checkbox"/> |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. What is the dwelling's sewage disposal system? <input checked="" type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____ (Check all that apply) | | | <input checked="" type="checkbox"/> |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit?
If your answer is "yes," how many bedrooms are allowed? _____ <input checked="" type="checkbox"/> No records available | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Buyer Initials and Date _____ Owner Initials and Date RS ^{DS} 3/9/2020
 Buyer Initials and Date _____ Owner Initials and Date _____

- | | Yes | No | No Representation |
|---|--------------------------|--------------------------|-------------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) which affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- | | Yes | No | No Representation |
|--|--------------------------|--------------------------|-------------------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

- | | | | |
|--|--------------------------|--------------------------|-------------------------------------|
| 33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If your answer is "yes", please provide the information requested below as to each owners' association to which the property is subject. [insert N/A into any blank that does not apply]: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|

• (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____

• (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, and telephone number of the president of the owners' association or the association manager are _____

Buyer Initials and Date _____ Owner Initials and Date DS RH 3/9/2020
 Buyer Initials and Date _____ Owner Initials and Date _____

*If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.

- | | Yes | No | No
Representation |
|--|--------------------------|--------------------------|-------------------------------------|
| 34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the property or lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits involving the planned community or the association to which the property and lot are subject, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply). | | | |

	Yes	No	No Representation
Management Fees.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Building Maintenance of Property to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Master Insurance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Removal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Amenity Maintenance (specify amenities covered) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Treatment/Extermination.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Street Lights.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm water Management/Drainage/Ponds.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet Service.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Road Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Area Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gate and/or Security.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer Initials and Date _____ Owner Initials and Date DS
RH 3/9/2020

Buyer Initials and Date _____ Owner Initials and Date _____



**STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u> </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 373-C Lakewood Rd, Oakboro, NC 28129

Owner's Name(s): Reginald Hill,

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

DocuSigned by: Date 1/29/2020
Owner Signature: **Reginald Hill**

Owner Signature: 6A7BF25773164FC Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property : 373-C Lakewood Rd, Oakboro, NC 28129

Seller: Reginald Hill,

Buyer:

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement
Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

DS Seller's Disclosure (initial)
[Signature]

Presence of lead-based paint and/or lead-based paint hazards (check one below):
[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

DS [Signature]

[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Seller (check one)
[] Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

- (c) Buyer has received copies of all information listed above.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has (check one below):
[] Received the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
[X] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc
Buyer Initials Seller Initials

[Signature]



STANDARD FORM 2A9-T
Revised 7/2019
© 7/2019

Agent's Acknowledgment (initial)

R Hill (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.


IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Date: 1/29/2020

Buyer: _____

Seller:  _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____
Print Name

Name: _____
Print Name

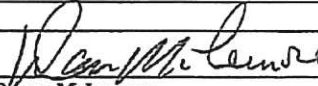
Title: _____

Title: _____

Date: _____

Date: _____

Selling Agent: _____

Listing Agent: 
Denny McLemore

Date: _____

Date: 1-29-2020