



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Keith Paris

AUCTION LOCATION - Online only at www.themclemoregroup.com

AUCTION END DATE - Thursday, November 12th, 2020 at 12:00 PM (EST)

AUCTIONEER — Dan McLemore (Auctioneer) and Kayla Carder (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 – CCB/POWERS REV TRUST PB27 PG114

Deed Book 902 Page 261 Parcel ID #: 1634416 (Rutherford County)

00 Buffalo Shoals Road Lake Lure, NC 28746

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 Monday December 14th, 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 November 12th, 2020 ending at 12:00PM EST. 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 Monday December 14th, 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 or before November 13th, 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 Special Warranty Deed, 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 ONLY AUCTION ENDING AUGUST 27, 2020

@ 12 PM EST

www.unitedcountrycharlotte.com



The McLemore Group



AREA MAP

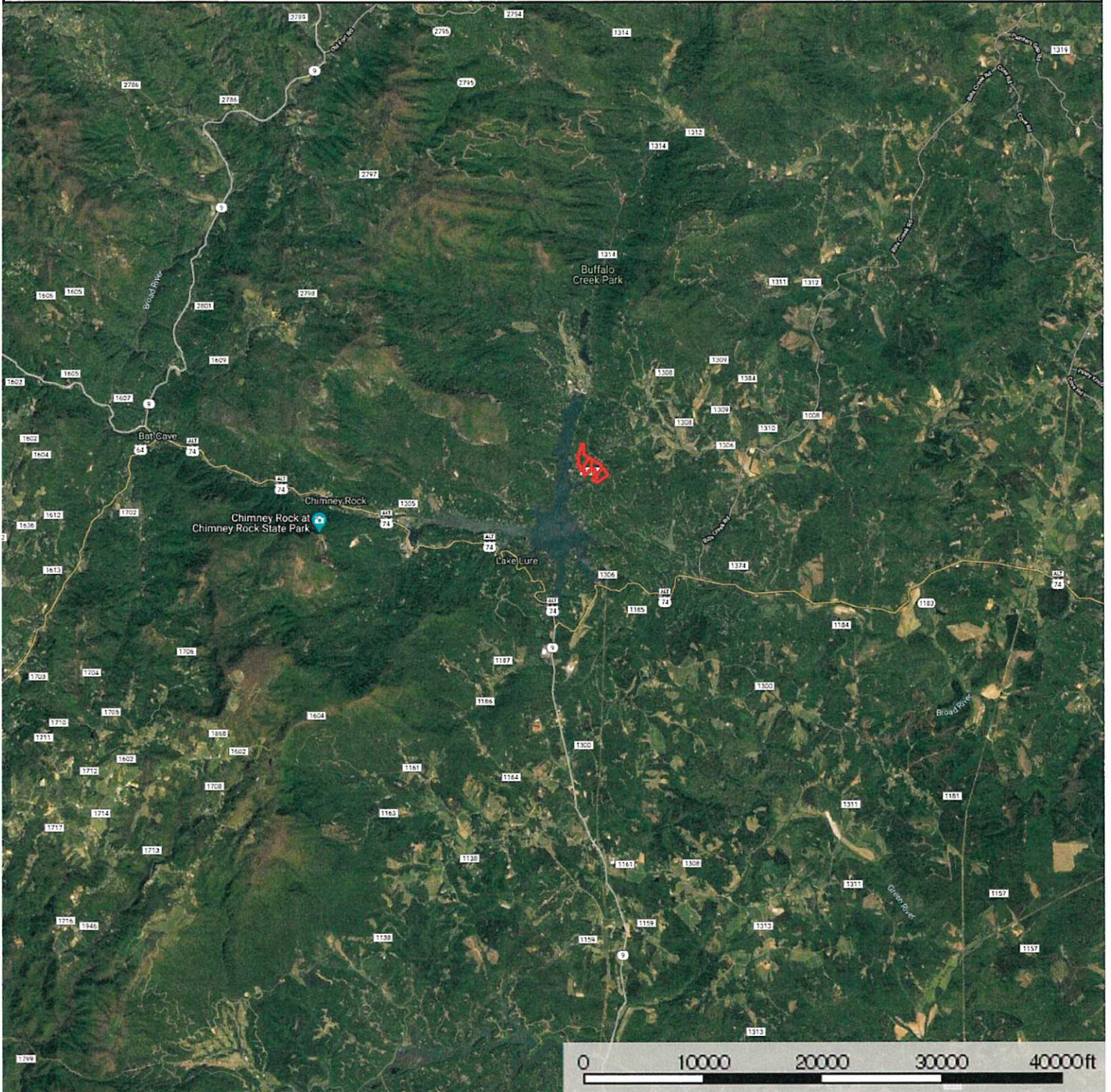
ONLINE ONLY AUCTION ENDING AUGUST 27, 2020

@ 12 PM EST

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The McLemore Group



LOCATION MAP

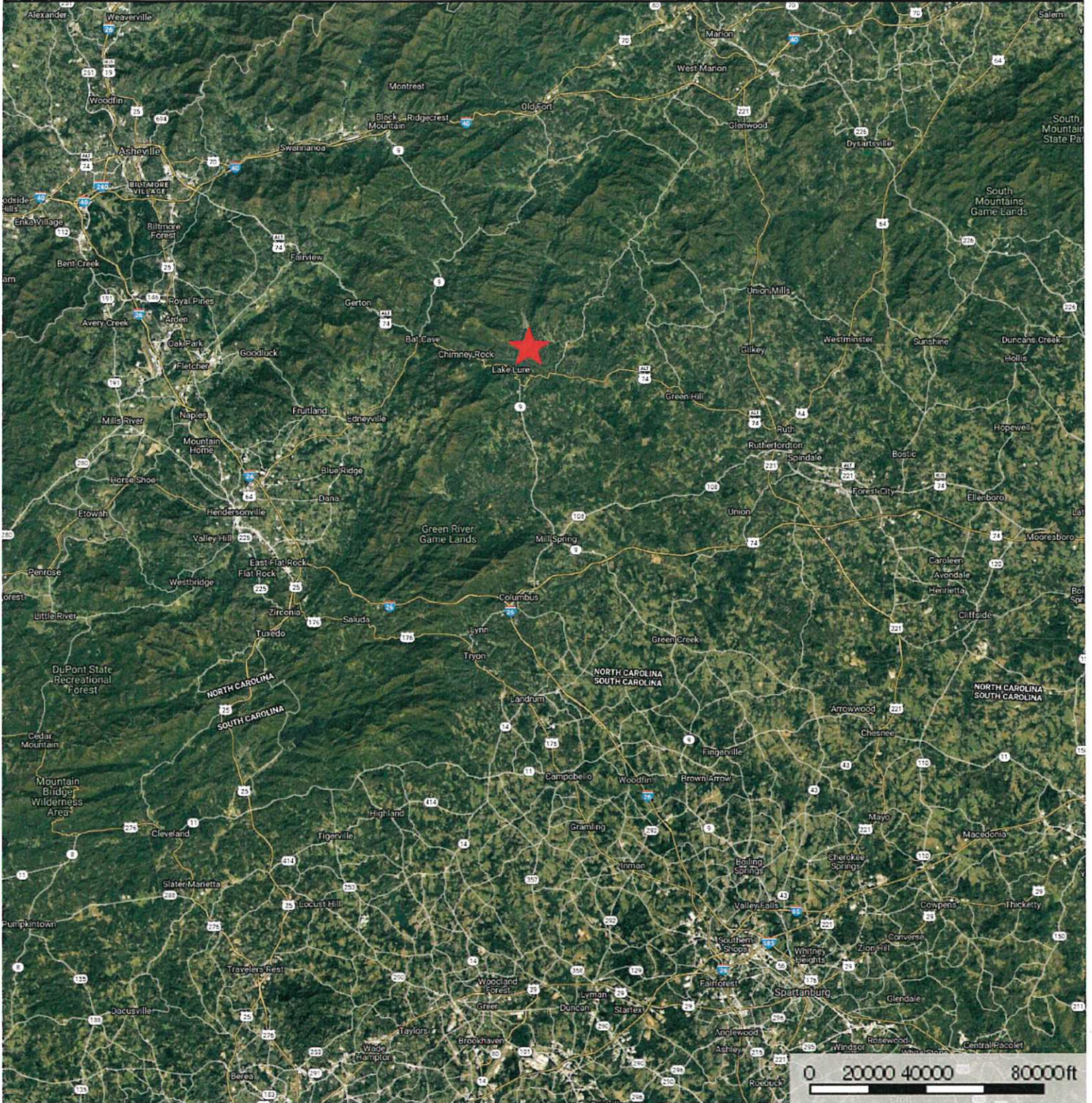
ONLINE ONLY AUCTION ENDING AUGUST 27, 2020

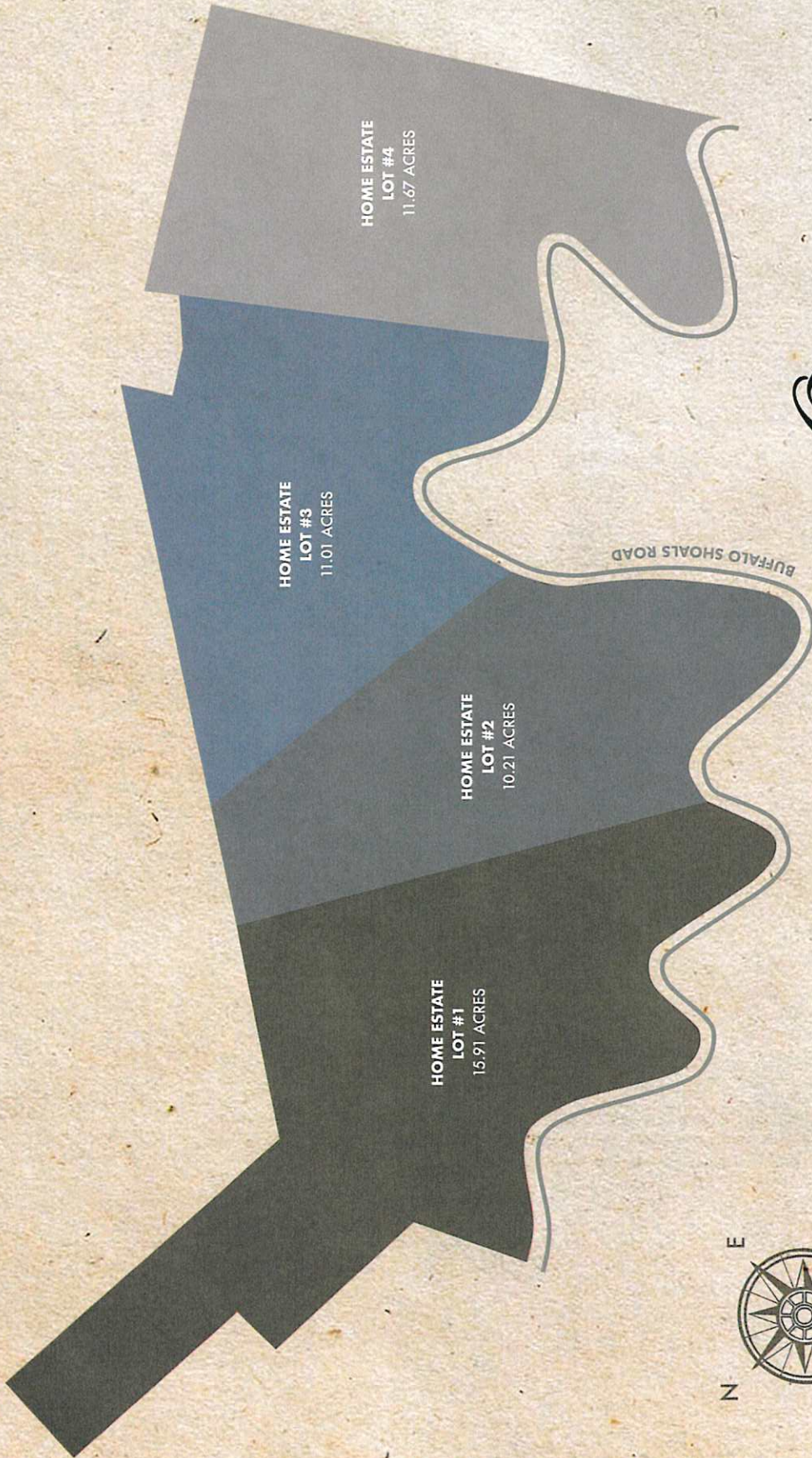
@ 12PM EST

www.unitedcountrycharlotte.com



The McLemore Group

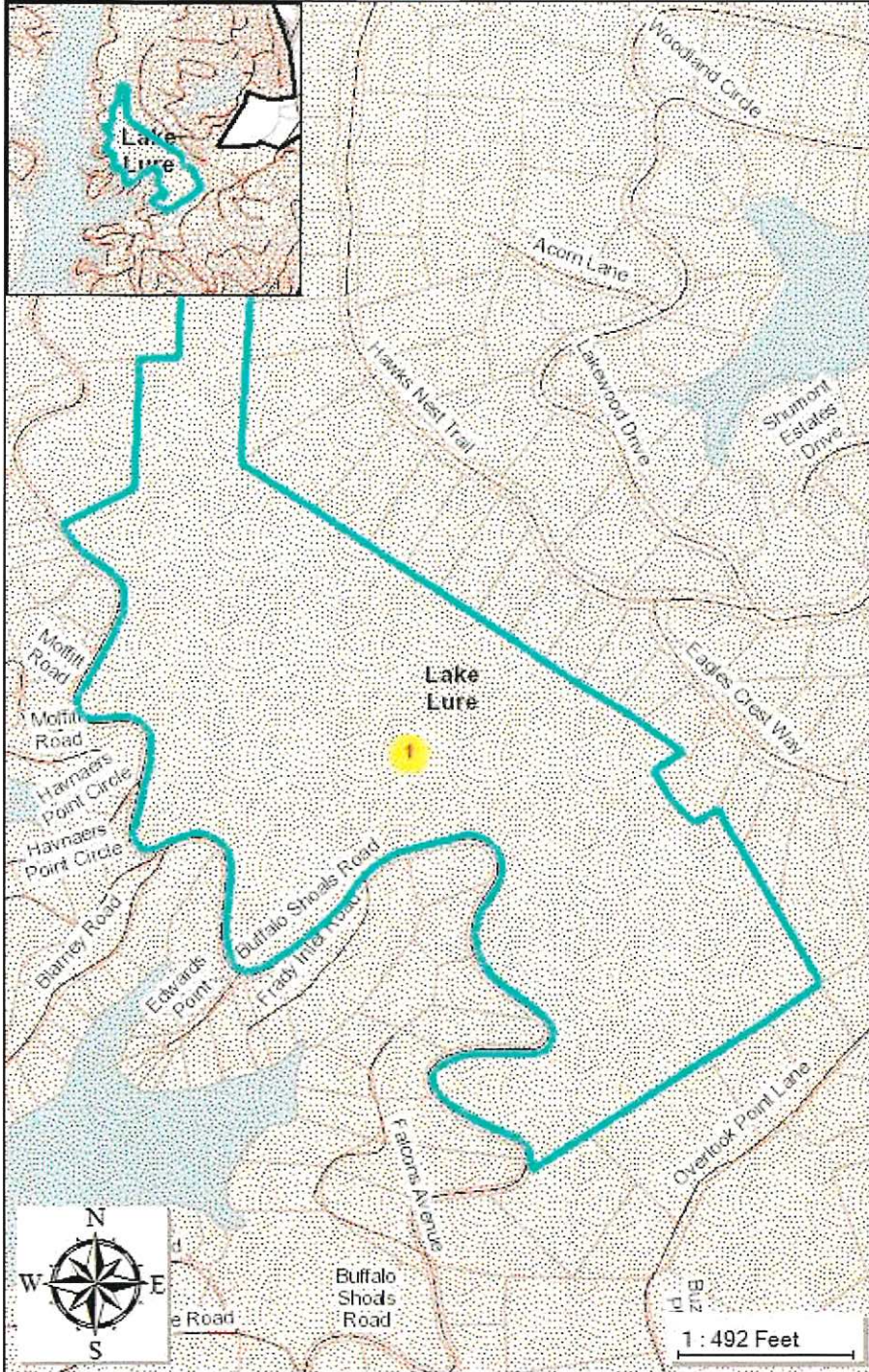




OVERLOOK

AT LAKE LURE





- Major Highways
- Roads
- Lake Lure
- City Limits
 - Bostic
 - Chimney Rock Villa
 - Ellenboro
 - Forest City
 - Lake Lure
 - Ruth
 - Rutherfordton
 - Spindale
- Parcels
- County Lines

<u>Geo-pin</u> 0653027440	<u>City</u> LAKE LURE	<u>Deed Date</u> 4/28/2006 12:00:00 AM
<u>ParcelID</u> 43551	<u>Township</u> Chimney Rock	<u>Land Class</u> SINGLE FAMILY RES
<u>Acreage</u> 48.81	<u>Zoning</u> RESIDENTIAL - MIN 2 AC	<u>Deed Book</u> 902
<u>Deed Page</u> 261	<u>Map Book</u> 27	<u>Map Page</u> 114
<u>Index Type</u> CRP	<u>Map Block Lot</u> 539 1 4	<u>Parcel Number</u> 1634416
<u>Property Address</u> 0 BUFFALO SHOALS RD	<u>Neighborhood</u> V33B	<u>Fire District</u>
<u>Special Tax Districts</u> F17 TWN LL MUNI FIRE	<u>Owner Name</u> LURELAND HOLDINGS LLC	<u>Owner Mailing Address</u> PO BOX 36799
<u>Owner Mailing City</u> CHARLOTTE	<u>Owner Mailing State</u> NC	<u>Owner Mailing Zip</u> 28236
<u>Land Tax Value</u> 219000	<u>Building Tax Value</u> 0	<u>Total Assessed Value</u> 219000
<u>Revenue Stamp</u> 1758	<u>Structure Size</u> 0	<u>Under Assmt Flag</u> N
<u>Subdivision</u> POWERS TRUST PL27-114	<u>Sale Price</u> 879000	<u>OBJECTID 1</u> 25743

Rutherford County Geographic Information Systems (GIS) Data Distribution Disclaimer The County of Rutherford acquires, develops, maintains and uses GIS data in support of its internal business functions and for the public services it provides. The GIS data which Rutherford County distributes and to which it provides access, may not be suitable for other purposes or uses. It is the user's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Rutherford County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Source information used for this data may have been collected at different scales, times or definitions, resulting in inconsistencies among features represented together on this map. In no event shall Rutherford County become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data. The Geographic Information System (GIS) Data made available on the GIS website does not represent legally recorded maps or surveys and is not intended to be used as such. The information contained in GIS data is dynamic and constantly changes over time. This data is not better than the original sources from which they were derived. GIS data should not be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. Nor should it be used for making financial or any other commitments. The maps/data provided herein are for illustration purposes only and are not suitable for site-specific decision making. Parcel data was prepared for the visual representation of real property found within Rutherford County, and is not necessarily accurate by surveying standards. If absolute accuracy and detail is required, the deeds, plats and other related records on file should be consulted. Parcel ownership lines are for taxing purposes only and are not intended for conveyance. This data has been developed using public funds. It is therefore in the public domain. Users agree that they will not sell this data; neither will they sell or share their access to this data. As a condition of providing access to electronic GIS data, Rutherford County reserves the right to require that the user agree in writing that the data will not be resold or otherwise used for trade or commercial purposes pursuant to N.C. Gen. Stat. §132.10.

Buffalo Shoals Rd, NC, Rutherford County

	Beds N/A	Bldg Sq Ft N/A	Lot Sq Ft 2,126,164	Sale Price N/A
	Baths N/A	Yr Built N/A	Type N/A	Sale Date N/A

OWNER INFORMATION			
Owner	Lureland Holdings LLC	Tax Billing Zip	28236
Tax Billing Address	Po Box 36799	Tax Billing Zip+4	6799
Tax Billing City & State	Charlotte, NC		

LOCATION INFORMATION			
School District	Rutherford County Schools	Zoning	R1A
Subdivision	Central Carolina Bk Martha Jan	Zoning Description	R1a-R1a
Township	Chimney Rock	Neighborhood Code	Lake View-V33b
Census Tract	9603.00		

TAX INFORMATION			
Parcel ID	1634416	Tax Area	02
Block #	1	Tax Appraisal Area	02
Lot #	4		
Legal Description	CCB/POWERS REV TRUST PB27 P G114		

ASSESSMENT & TAX			
Assessment Year	2019	2018	2017
Assessed Value - Total	\$219,000	\$547,500	\$547,500
Assessed Value - Land	\$219,000	\$547,500	\$547,500
YOY Assessed Change (\$)	-\$328,500	\$0	
YOY Assessed Change (%)	-60%	0%	
Market Value - Total	\$219,000	\$547,500	\$547,500
Market Value - Land	\$219,000	\$547,500	\$547,500
Tax Year	Total Tax	Change (\$)	Change (%)
2017	\$4,834		
2018	\$5,294	\$460	9.51%
2019	\$2,096	-\$3,199	-60.41%

CHARACTERISTICS			
Lot Acres	48.81	Lot Sq Ft	2,126,164

LISTING INFORMATION			
MLS Listing #	NCM576615	MLS Current List Price	\$990,000
MLS Status	Withdrawn	MLS Orig. List Price	\$990,000
MLS Status Change Date	12/30/2015	Listing Agent Name	Pplcmho-Michael Holden
MLS Listing Date	01/27/2015	Listing Broker Name	PINNACLE SOTHEBYS INTERNATI ONAL REALTY

MLS Listing #	Ncm536136	Ncm466599
MLS Status	Expired	Expired
MLS Listing Date	04/05/2013	05/25/2010
MLS Listing Price	\$990,000	\$990,000
MLS Orig Listing Price	\$990,000	\$1,250,000
MLS Expiration Date	12/31/2013	12/31/2012

LAST MARKET SALE & SALES HISTORY	
Owner	Lureland Holdings LLC

MORTGAGE HISTORY	
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February 24, 2006
Job #5-1722s1

Paris Projects
Attn: Keith Paris
1228 East Morehead St.
Suite 101
Charlotte, NC 28204

Re: Soil suitability for 16 lots/48 acres on Buffalo Shoals Road. - Rutherford County, NC

Soil and Environmental Consultants, PA (S&EC) has performed a preliminary soil/site evaluation on a property totaling approximately 48-acres in Rutherford County. The property is located east of Lake Lure on Buffalo Shoals Road. At your request the evaluation was to identify potentially usable soil areas on 16 proposed lots for subsurface wastewater disposal.

S&EC walked over the property, taking note of the land (slope, drainage patterns, past use, etc.) as well as soil conditions (depth, texture, structure, seasonal wetness, restrictive horizons, etc.) through hand auger borings. From these observations an evaluation of the site relative to subsurface wastewater disposal was developed. The soil/site evaluation criteria used was that contained in 15 A NCAC 18A .1900 "Laws and Rules for Sewage Treatment and Disposal Systems".

FINDINGS

The subject property is located in northwestern Rutherford County. The upland soils on the property consisted of a sandy loam surface over clay loam to clay subsoil. The scope of the evaluation was to identify potential soil areas to support subsurface septic systems for 16 lots. Red-hatched polygons on the attached map represent soil depths with potential to support conventional, at-grade conventional, shallow conventional, low-pressure pipe, or large diameter pipe septic systems. Some areas with potentially useable soil depths were located in proposed house locations, roads, or along proposed lot lines (see map). We recommend altering proposed lot lines and house placements to maximize usable soil areas. S&EC identified usable saprolite in many of our hand auger borings. Saprolite, or "rotten rock", is a transition zone of material that occurs between soil horizons and parent material (rock). If saprolite meets certain textures it can be proposed for onsite waste disposal. Potentially usable saprolite borings are incorporated in the hatched areas (see map). State rules require saprolite to be evaluated through the use of backhoe pits. Due to steep slopes located throughout the property, the county may require the evaluation of the saprolite through posthole borings instead of backhoe pits. Polygons with a magenta hatch depict soil areas with the potential to support subsurface drip systems. There are

likely more areas on the property with potential to support subsurface drip systems. After lot layouts are incorporated with our soil map, these areas may or may not be needed to obtain an improvements permit.

S&EC located hand auger borings with GPS technology. The usable soil boundary was not flagged in the field. The usable soil borings were located and a potential boundary drawn in Autocad. Approximate usable soil areas are provided on the attached map. S&EC generated a digital basemap from various sources. As such proposed roads and lot lines are not survey grade. S&EC attempted to identify one potential drainfield area per lot. The attached sketch map is approximate.

Unsuitable soil areas were identified as a result of our evaluation. These areas contained shallow depths to rock, expansive clay mineralogy, excessive slope, landscape position, or setbacks for creeks. S&EC intentionally concentrated our evaluation on areas with the highest potential to support the cheapest system types on the best soil areas.

Depth to restrictive horizons (i.e. rock, soils wetness, expansive clay) determines what kind of any septic system can be supported on the property. Once potentially usable areas are identified, the next consideration is the horizontal extent (size) of those areas. The size and configuration of the usable soil area dictate how many systems an area can support. The size of a subsurface septic field is determined by; 1) the design flow (120 gallons/bedroom/day in residences), and 2) long term acceptance rate (LTAR) of the soil (based on the hydraulic conductivity of the soil, a function of the soil's texture, mineralogy, structure, porosity, etc.). The configuration of the soil area must be such that an efficient layout of drain lines (on contour) is possible and not contain unsuitable topography. An additional consideration is the required setbacks for the system from various elements such as wells (100'), streams and ponds (50') or more depending on watershed regulations, property lines (10'), top of embankment (15'), watershed buffers, etc. (see Attachment 1).

Three potential wetland and/or streams found on the property (see map). These features will need to be delineated and surveyed if you seek approval from the United States Army Corps of Engineers or plan to impact.

GENERAL WASTEWATER CONSIDERATIONS

The utility of a potential useable soil area for a subsurface system is most accurately determined by an on-ground layout of the proposed system. The total area needed for system and repair areas will depend upon the system type, the layout of that system and the total design flow (factors mentioned above). A typical area needed for a four-bedroom residence is approximately 12,000 to 14,000ft² (could be more depending on site features). These estimates reference Laws and Rules for Sewage Treatment and Disposal Systems for North Carolina and use a LTAR of 0.3gpd/ft² for conventional or at-grade conventional type septic systems. Some soil areas may have the potential for a higher LTAR to be assigned when soil textures meet clay loam criteria. The required soil area estimates do not include area for a well setback, drive or house envelope. The health department will determine the design LTAR after their evaluation. S&EC will be glad to assist in any system layout or sizing calculations if requested.

A site plan for any lot must ensure that adequate soil area for system and repair is unaffected by site elements (house placement, driveway, wells, patios, decks, etc.). The area ultimately designated by the health department for the septic system and repair must remain undisturbed (no mechanical clearing, excavation, heavy traffic or other significant site disturbing activities) until authorized by the health department. A lot with adequate usable soil area may be rendered unusable as a result of improper site planning and/or disturbance.

This report discusses the general location of potentially usable soils for on-site subsurface wastewater disposal and does not constitute or imply any approval or permit needed by the client from the local health department. S&EC, PA is a professional consulting firm that specializes in the delineation of soil areas for wastewater disposal and the layout and design of wastewater treatment systems. As a professional consulting firm, S&EC is hired for its professional opinion in these matters. The rules governing wastewater treatment (interpreted and governed by local and state agencies) are ever evolving, and in many cases, affected by the opinions of individuals employed by these governing agencies. Because of this, S&EC, PA cannot guarantee that areas delineated and/or systems designed will be permitted by the governing agencies. As always, we recommend that anyone making financial commitments on a tract be fully aware of individual permit requirements on that tract prior to final action.

An individual septic system permit will be required for each lot prior to obtaining a building permit. This will involve a detailed evaluation by the local health department to determine system size and layout, well, drive and house location, etc. Only after developing this information can a final determination be made concerning the specifics of system design and site utilization.

RECOMMENDATIONS

It is important that site preparation of proposed lots does not interfere with potential usable soil areas. A more extensive evaluation/system layouts of each lot proposed may be requested by the Health Department in order to obtain final septic permits. Additional proposal(s) can be prepared to perform layouts of system areas or meet representatives from the Health Department for approval of soil areas. Please advise.

Sincerely,

Wendell Overby
NC Licensed Soil Scientist

Brandon Fulton
Staff Soil Scientist

Eric Bailey
Soil Scientist in Training

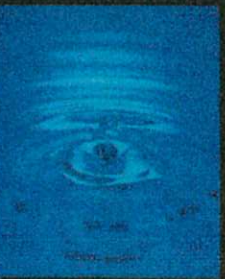
Steve Price
NC Licensed Soil Scientist

Encl: Soil/Site Map
Attachment 1

Phase I ESA
Approximate 48.8-Acre Tract
Buffalo Shoals Road
Lake Lure, North Carolina

H&H Job No. CLA-006

March 22, 2006



6.0 Summary

Hart & Hickman, PC (H&H) has completed a Phase I Environmental Site Assessment (ESA) in general conformance with the scope and limitations of ASTM E 1527-05 of approximately 48.8 acres of land located east of Buffalo Shoals Road in Lake Lure, Rutherford County, North Carolina. Any exceptions to, or deletions from, this practice are described in this report.

This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

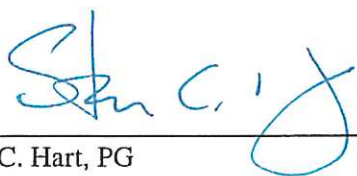
A summary of the findings of the site assessment is presented below.

- The property is situated east of Buffalo Shoals Road near the eastern shore of Lake Lure.
- The area in the vicinity of the subject site contains primarily undeveloped wooded land and residential homes. No off-site properties of obvious environmental concern were noted.
- Based upon the historical information obtained and reviewed, the subject site has historically been undeveloped wooded land. A cabin may have been located at the site in the past although its location is not known. The area along the shores of Lake Lure began to be developed after 1939.
- No environmental database listings were identified for the subject site, and no off-site properties with a potential for site impact were identified in the database report.
- H&H observed no hazardous substances onsite.
- H&H observed no evidence of storage tanks or sumps on the subject site.

- H&H did not observe evidence of a water supply well or sanitary septic system at the site. In the surrounding area, potable water is supplied by a mixture of municipal water and private water supply wells. Sewage is generally disposed of into private sanitary septic systems.
- H&H observed four distinct piles of discarded debris on the subject property which included three empty rusted 55-gallon steel drums, several appliances, general trash, cinder blocks, and a silver tarp. H&H did not observe soil staining or unusual odors in connection with the debris and the debris did not appear to pose a significant environmental concern. As a matter of good practice, the debris should be removed and properly disposed.
- No areas of potential concern such as soil staining, stressed vegetation, mounded areas, or depressions were noted at the subject site.
- Surface water from the site is discharged surficially into gulleys and ravines, and stormwater culverts along Buffalo Shoals Road. No sheens, stains or odors were observed in the area of drainage streams.
- According to our review of flood maps, the subject property is not located within the designated 100 or 500-year flood plains.

7.0 Signatures of Environmental Professionals

Steven Hart, PG declares that to the best of his professional knowledge and belief, that he meets the definition of environmental professional as defined in the Code of Federal Regulations (40 CFR 312.10). H&H has the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. H&H has developed and performed the all appropriate inquiries as set forth for the environmental professional in ASTM E1527-05.



Steven C. Hart, PG
Principal

Environmental Assistant:



Joselyn Harriger
Staff Environmental Scientist



Doc ID: 000523300002 Type: CRP
Recorded: 04/28/2006 at 12:28:43 PM
Fee Amt: \$1,775.00 Page 1 of 2
Excise Tax: \$1,758.00
Instr# 200500016199
Rutherford County, NC
Faye H. Huskey Register of Deeds
BK **902** PG **261-262**

Excise Tax \$1,758.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of, 2006.....
By

Mail after recording to

This instrument prepared by Walter H. Dalton, Attorney at Law, PO Box 800, Rutherfordton, NC 28139.....

Brief description for the Index

[Empty rectangular box for index description]

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 28th day of APRIL, 2006, by and between

[Empty rectangular box for names]

GRANTOR

GRANTEE

SunTrust Bank, formerly know as Central
Carolina Bank, Trustee of the Martha Jane
Powers Revocable Trust dated November 17,
1994

Lureland Holdings, LLC
1228 East Morehead Street, Suite 200
Charlotte, NC 28204

Enter in appropriate block for each party; name, address and if appropriate character of entity e.q. 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/Town of _____, Chimney Rock Township, Rutherford County, North Carolina and more particularly described as follows:

Situate, lying and being in Chimney Rock Township, Rutherford County, North Carolina and being more particularly described from map and survey of Professional Surveying Services being map number 21402 dated February 4, 2006 and being a portion of that property described in Deed Book

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 812, Page 711, Rutherford County Registry.....

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 has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions herein 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.

SunTrust Bank, formerly know as Central Carolina Bank, Trustee of the Martha Jane Powers Revocable Trust dated November 17, 1994

By: *Oscar J. Honeycutt*
Oscar J. Honeycutt, Vice President

STATE OF NORTH CAROLINA

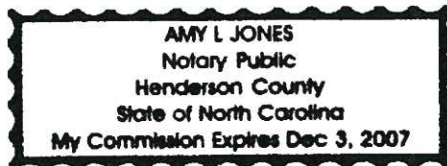
COUNTY OF RUTHERFORD

I, *Amy L. Jones*, a Notary Public of the County and State aforesaid, do hereby certify that Oscar J. Honeycutt personally came before me this day and acknowledged that he is the Vice President of SunTrust Bank and the Trustee of the Martha Jane Powers Revocable Trust dated November 17, 1994 and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed

Witness my hand and official stamp or seal, this the *28th* day of April, 2006.

Amy L. Jones
Notary Public

My commission expires: _____.



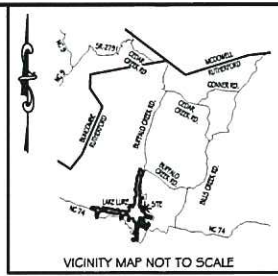
The foregoing Certificate(s) of _____

REGISTERED THIS THE _____ DAY OF _____
 2018 AT _____ M., RECORDED IN BOOK _____
 AT PAGE _____
 BY _____ DEPUTY

REGISTER OF DEEDS



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 4°10'19"E	10.367	L33	N 40°26'56"W	29.297	L117	N 00°16'52"E	30.687
L2	N 29°20'02"E	10.246	L34	N 8°31'23"W	19.794	L118	N 00°11'41"E	30.314
L3	N 20°43'33"E	9.747	L35	N 33°39'27"W	20.517	L119	N 00°07'02"E	25.147
L4	N 13°43'33"E	12.774	L36	N 31°45'42"W	20.337	L120	N 00°02'01"E	19.227
L5	N 03°27'11"E	9.741	L37	N 24°31'17"W	16.261	L121	N 00°14'39"E	25.621
L6	N 03°26'25"W	12.347	L38	N 19°45'25"W	13.444	L122	N 01°10'37"W	23.640
L7	N 14°09'17"W	10.061	L39	N 12°14'42"W	18.833	L123	N 01°02'11"W	20.223
L8	N 21°06'24"W	9.486	L40	N 09°50'10"W	16.709	L124	N 10°23'39"W	14.021
L9	N 37°29'46"W	13.589	L41	N 00°41'20"E	13.223	L125	N 31°12'23"W	20.824
L10	N 32°11'39"W	14.793	L42	N 03°31'31"E	10.644	L126	N 40°03'43"W	21.134
L11	N 42°43'22"W	27.927	L43	N 10°02'27"E	16.822	L127	N 63°29'28"W	21.009
L12	N 42°02'12"W	24.119	L44	N 34°54'37"E	21.644	L128	N 77°17'43"W	31.900
L13	N 42°54'24"W	36.520	L45	N 21°52'22"E	14.448	L129	N 69°25'59"W	17.933
L14	N 43°59'11"W	41.163	L46	N 24°30'01"E	18.477	L130	S 77°59'16"W	24.677
L15	N 60°35'11"W	29.267	L47	N 31°23'03"E	24.244	L131	S 67°23'23"W	24.627
L16	N 59°12'24"W	27.111	L48	N 34°15'55"E	22.927	L132	S 64°24'11"W	25.233
L17	N 53°46'22"W	25.697	L49	N 33°47'49"E	24.227	L133	S 64°11'27"W	13.829
L18	N 49°10'09"W	16.937	L50	N 30°52'26"E	9.923	L134	S 60°20'49"W	21.339
L19	N 37°46'03"W	23.337	L51	N 27°18'09"E	17.007	L135	S 77°33'00"W	23.259
L20	N 24°44'09"W	18.322	L52	N 17°10'23"E	9.471	L136	N 67°23'41"W	13.927
L21	N 13°25'38"W	14.044	L53	N 06°24'54"E	6.244	L137	N 60°00'51"W	11.229
L22	N 04°12'31"W	12.011	L54	N 01°10'59"W	9.307	L138	N 51°42'23"W	13.377
L23	N 10°40'02"E	12.753	L55	N 09°04'16"W	13.807	L139	N 39°40'04"W	9.943
L24	N 24°22'05"E	11.228	L56	N 20°14'28"W	16.060	L140	N 25°29'33"W	14.500
L25	N 33°52'23"E	7.847	L57	N 30°33'23"W	9.264	L141	N 10°20'07"W	14.827
L26	N 43°04'11"E	16.580	L58	N 37°21'17"W	14.009	L142	N 03°31'44"E	20.174
L27	N 53°24'57"E	16.867	L59	N 45°26'39"W	11.227	L143	N 10°27'05"E	24.344
L28	N 63°03'09"E	24.177	L60	N 53°10'31"W	12.474	L144	N 14°34'33"E	36.116
L29	N 67°12'23"E	14.933	L61	N 61°24'01"E	10.775	L145	N 13°30'40"E	35.444
L30	N 74°17'11"E	16.077	L62	N 71°29'29"W	13.426	L146	N 21°14'49"E	42.817
L31	N 79°18'00"E	27.711	L63	N 80°45'13"W	19.311	L147	N 28°32'24"W	29.928
L32	N 84°12'23"E	27.629	L64	N 89°40'07"W	17.511	L148	N 11°10'54"E	27.350
L33	N 89°41'40"E	30.427	L65	S 01°15'02"W	17.499	L149	N 12°49'32"E	30.206
L34	N 89°39'49"E	31.028	L66	S 17°08'10"W	30.511	L150	N 00°31'11"E	20.233
L35	S 09°29'25"E	38.207	L67	S 16°21'04"W	60.009	L151	N 03°03'00"W	24.509
L36	N 63°20'10"E	26.937	L68	S 14°24'42"W	46.907	L152	N 03°03'00"W	24.509
L37	S 00°14'01"E	26.937	L69	S 13°13'26"W	24.509	L153	S 03°21'23"E	21.292
L38	N 67°34'40"E	17.727	L70	S 17°14'54"W	21.627	L154	N 54°27'24"W	17.399
L39	N 61°20'19"E	13.033	L71	S 15°13'19"W	19.311	L155	N 54°27'24"W	17.399
L40	N 60°34'50"E	10.131	L72	S 16°13'44"W	19.311	L156	N 69°47'24"W	17.822
L41	N 56°12'00"E	12.874	L73	S 16°34'54"W	18.511	L157	S 03°03'23"W	30.611
L42	N 39°11'02"E	10.029	L74	S 16°13'19"W	23.927	L158	N 00°03'23"W	21.792
L43	N 24°15'39"E	12.268	L75	S 45°08'17"W	22.939	L159	N 00°13'29"W	30.521
L44	N 08°35'15"E	12.111	L76	S 40°14'22"W	30.521	L160	N 33°24'51"W	17.779
L45	N 09°54'49"W	12.499	L77	S 27°18'42"W	24.523	L161	N 33°24'51"W	17.779
L46	N 21°52'23"W	3.711	L78	S 37°44'49"W	33.539	L162	N 38°05'21"W	11.337
L47	N 38°39'17"W	11.344	L79	S 42°13'44"W	45.259	L163	N 43°23'01"E	10.421
L48	N 42°54'24"W	14.500	L80	S 45°51'51"W	27.509	L164	N 00°41'09"W	12.626
L49	N 50°34'03"W	22.827	L81	S 50°19'06"W	30.799	L165	N 03°29'19"E	16.500
L50	N 53°20'55"W	41.122	L82	S 54°12'12"E	37.827	L166	N 18°44'42"E	16.792
L51	N 54°09'33"W	34.800	L83	S 55°55'54"W	37.922	L167	N 23°19'55"E	24.077
L52	N 53°09'18"W	40.107	L84	S 50°02'45"W	31.079	L168	N 39°47'25"E	36.772
			L85	S 40°00'00"W	23.170	L169	N 30°24'44"E	33.709
			L86	S 73°25'23"W	8.527	L170	N 39°04'02"E	39.209
			L87	S 64°01'31"W	14.627	L171	N 27°21'11"E	41.337
			L88	N 83°04'33"W	19.633	L172	N 24°59'40"E	40.500
			L89	N 64°44'54"W	19.937	L173	N 21°13'23"E	20.211
			L90	N 50°24'24"W	13.959	L174	N 18°17'41"E	20.959
			L91	N 39°44'42"W	10.033	L175	N 07°30'14"E	19.033
			L92	N 28°07'59"W	19.337	L176	N 00°11'27"E	17.799
			L93	N 17°46'55"W	16.959	L177	N 13°17'44"E	23.261
			L94	N 11°03'10"W	22.110	L178	N 33°23'34"W	19.309
			L95	N 08°10'13"W	31.060	L179	N 43°17'29"W	19.944
			L96	N 01°42'22"E	30.309	L180	N 51°19'50"W	21.309
						L181	N 59°39'16"W	25.937
						L182	N 59°39'16"W	25.937
						L183	N 45°11'17"W	30.344
						L184	N 48°32'27"W	19.839
						L185	N 18°17'41"E	20.959
						L186	N 33°23'37"E	43.826
						L187	N 33°23'37"E	43.826
						L188	N 41°19'51"E	10.421
						L189	N 62°12'34"W	17.911
						L190	N 62°12'34"W	17.911
						L191	S 77°33'22"W	16.544
						L192	S 66°41'07"W	11.332
						L193	N 13°17'44"E	23.261
						L194	S 73°31'31"E	114.717
						L195	N 62°12'34"W	17.911
						L196	N 30°27'43"E	100.500
						L197	N 28°01'07"E	17.544



- 1. PN 163402 MAX WILSON PLOT 4 DEED BOOK 902, PAGE 259
- 2. PN 163403 MAX WILSON PLOT 5 DEED BOOK 902, PAGE 260
- 3. PN 163404 MAX WILSON PLOT 6 DEED BOOK 902, PAGE 261
- 4. PN 163405 MAX WILSON PLOT 7 DEED BOOK 902, PAGE 262
- 5. PN 163406 MAX WILSON PLOT 8 DEED BOOK 902, PAGE 263
- 6. PN 163407 MAX WILSON PLOT 9 DEED BOOK 902, PAGE 264
- 7. PN 163408 MAX WILSON PLOT 10 DEED BOOK 902, PAGE 265
- 8. PN 163409 MAX WILSON PLOT 11 DEED BOOK 902, PAGE 266
- 9. PN 163410 MAX WILSON PLOT 12 DEED BOOK 902, PAGE 267
- 10. PN 163411 MAX WILSON PLOT 13 DEED BOOK 902, PAGE 268
- 11. PN 163412 MAX WILSON PLOT 14 DEED BOOK 902, PAGE 269
- 12. PN 163413 MAX WILSON PLOT 15 DEED BOOK 902, PAGE 270
- 13. PN 163414 MAX WILSON PLOT 16 DEED BOOK 902, PAGE 271
- 14. PN 163415 MAX WILSON PLOT 17 DEED BOOK 902, PAGE 272
- 15. PN 163416 MAX WILSON PLOT 18 DEED BOOK 902, PAGE 273
- 16. PN 163417 MAX WILSON PLOT 19 DEED BOOK 902, PAGE 274
- 17. PN 163418 MAX WILSON PLOT 20 DEED BOOK 902, PAGE 275
- 18. PN 163419 MAX WILSON PLOT 21 DEED BOOK 902, PAGE 276
- 19. PN 163420 MAX WILSON PLOT 22 DEED BOOK 902, PAGE 277
- 20. PN 163421 MAX WILSON PLOT 23 DEED BOOK 902, PAGE 278
- 21. PN 163422 MAX WILSON PLOT 24 DEED BOOK 902, PAGE 279
- 22. PN 163423 MAX WILSON PLOT 25 DEED BOOK 902, PAGE 280
- 23. PN 163424 MAX WILSON PLOT 26 DEED BOOK 902, PAGE 281
- 24. PN 163425 MAX WILSON PLOT 27 DEED BOOK 902, PAGE 282
- 25. PN 163426 MAX WILSON PLOT 28 DEED BOOK 902, PAGE 283
- 26. PN 163427 MAX WILSON PLOT 29 DEED BOOK 902, PAGE 284
- 27. PN 163428 MAX WILSON PLOT 30 DEED BOOK 902, PAGE 285
- 28. PN 163429 MAX WILSON PLOT 31 DEED BOOK 902, PAGE 286
- 29. PN 163430 MAX WILSON PLOT 32 DEED BOOK 902, PAGE 287
- 30. PN 163431 MAX WILSON PLOT 33 DEED BOOK 902, PAGE 288
- 31. PN 163432 MAX WILSON PLOT 34 DEED BOOK 902, PAGE 289
- 32. PN 163433 MAX WILSON PLOT 35 DEED BOOK 902, PAGE 290
- 33. PN 163434 MAX WILSON PLOT 36 DEED BOOK 902, PAGE 291
- 34. PN 163435 MAX WILSON PLOT 37 DEED BOOK 902, PAGE 292
- 35. PN 163436 MAX WILSON PLOT 38 DEED BOOK 902, PAGE 293
- 36. PN 163437 MAX WILSON PLOT 39 DEED BOOK 902, PAGE 294
- 37. PN 163438 MAX WILSON PLOT 40 DEED BOOK 902, PAGE 295
- 38. PN 163439 MAX WILSON PLOT 41 DEED BOOK 902, PAGE 296
- 39. PN 163440 MAX WILSON PLOT 42 DEED BOOK 902, PAGE 297
- 40. PN 163441 MAX WILSON PLOT 43 DEED BOOK 902, PAGE 298
- 41. PN 163442 MAX WILSON PLOT 44 DEED BOOK 902, PAGE 299
- 42. PN 163443 MAX WILSON PLOT 45 DEED BOOK 902, PAGE 300
- 43. PN 163444 MAX WILSON PLOT 46 DEED BOOK 902, PAGE 301
- 44. PN 163445 MAX WILSON PLOT 47 DEED BOOK 902, PAGE 302
- 45. PN 163446 MAX WILSON PLOT 48 DEED BOOK 902, PAGE 303
- 46. PN 163447 MAX WILSON PLOT 49 DEED BOOK 902, PAGE 304
- 47. PN 163448 MAX WILSON PLOT 50 DEED BOOK 902, PAGE 305
- 48. PN 163449 MAX WILSON PLOT 51 DEED BOOK 902, PAGE 306
- 49. PN 163450 MAX WILSON PLOT 52 DEED BOOK 902, PAGE 307
- 50. PN 163451 MAX WILSON PLOT 53 DEED BOOK 902, PAGE 308
- 51. PN 163452 MAX WILSON PLOT 54 DEED BOOK 902, PAGE 309
- 52. PN 163453 MAX WILSON PLOT 55 DEED BOOK 902, PAGE 310
- 53. PN 163454 MAX WILSON PLOT 56 DEED BOOK 902, PAGE 311
- 54. PN 163455 MAX WILSON PLOT 57 DEED BOOK 902, PAGE 312
- 55. PN 163456 MAX WILSON PLOT 58 DEED BOOK 902, PAGE 313
- 56. PN 163457 MAX WILSON PLOT 59 DEED BOOK 902, PAGE 314
- 57. PN 163458 MAX WILSON PLOT 60 DEED BOOK 902, PAGE 315
- 58. PN 163459 MAX WILSON PLOT 61 DEED BOOK 902, PAGE 316
- 59. PN 163460 MAX WILSON PLOT 62 DEED BOOK 902, PAGE 317
- 60. PN 163461 MAX WILSON PLOT 63 DEED BOOK 902, PAGE 318
- 61. PN 163462 MAX WILSON PLOT 64 DEED BOOK 902, PAGE 319
- 62. PN 163463 MAX WILSON PLOT 65 DEED BOOK 902, PAGE 320
- 63. PN 163464 MAX WILSON PLOT 66 DEED BOOK 902, PAGE 321
- 64. PN 163465 MAX WILSON PLOT 67 DEED BOOK 902, PAGE 322
- 65. PN 163466 MAX WILSON PLOT 68 DEED BOOK 902, PAGE 323
- 66. PN 163467 MAX WILSON PLOT 69 DEED BOOK 902, PAGE 324
- 67. PN 163468 MAX WILSON PLOT 70 DEED BOOK 902, PAGE 325
- 68. PN 163469 MAX WILSON PLOT 71 DEED BOOK 902, PAGE 326
- 69. PN 163470 MAX WILSON PLOT 72 DEED BOOK 902, PAGE 327
- 70. PN 163471 MAX WILSON PLOT 73 DEED BOOK 902, PAGE 328
- 71. PN 163472 MAX WILSON PLOT 74 DEED BOOK 902, PAGE 329
- 72. PN 163473 MAX WILSON PLOT 75 DEED BOOK 902, PAGE 330
- 73. PN 163474 MAX WILSON PLOT 76 DEED BOOK 902, PAGE 331
- 74. PN 163475 MAX WILSON PLOT 77 DEED BOOK 902, PAGE 332
- 75. PN 163476 MAX WILSON PLOT 78 DEED BOOK 902, PAGE 333
- 76. PN 163477 MAX WILSON PLOT 79 DEED BOOK 902, PAGE 334
- 77. PN 163478 MAX WILSON PLOT 80 DEED BOOK 902, PAGE 335
- 78. PN 163479 MAX WILSON PLOT 81 DEED BOOK 902, PAGE 336
- 79. PN 163480 MAX WILSON PLOT 82 DEED BOOK 902, PAGE 337
- 80. PN 163481 MAX WILSON PLOT 83 DEED BOOK 902, PAGE 338
- 81. PN 163482 MAX WILSON PLOT 84 DEED BOOK 902, PAGE 339
- 82. PN 163483 MAX WILSON PLOT 85 DEED BOOK 902, PAGE 340
- 83. PN 163484 MAX WILSON PLOT 86 DEED BOOK 902, PAGE 341
- 84. PN 163485 MAX WILSON PLOT 87 DEED BOOK 902, PAGE 342
- 85. PN 163486 MAX WILSON PLOT 88 DEED BOOK 902, PAGE 343
- 86. PN 163487 MAX WILSON PLOT 89 DEED BOOK 902, PAGE 344
- 87. PN 163488 MAX WILSON PLOT 90 DEED BOOK 902, PAGE 345
- 88. PN 163489 MAX WILSON PLOT 91 DEED BOOK 902, PAGE 346
- 89. PN 163490 MAX WILSON PLOT 92 DEED BOOK 902, PAGE 347
- 9

-SAMPLE-

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 12th day of November, 2020, by and between TBD ("Buyer"), and Lureland Holdings, LLC ("Seller").

WHEREAS at an auction conducted this day by United Country Real Estate - 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: 00 Buffalo Shoals Road
City: Lake Lure Zip 28746
County: Rutherford, 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 TBD, Block/Section n/a, Subdivision/Condominium Central Carolina Bk Martha Jan, as shown on Plat Book/Slide n/a at Page(s) n/a
The PIN/PID or other identification number of the Property is: 1634416 Acreage: 48.81
Other description: CCB/POWERS REV TRUST PB27 PG114
Some or all of the Property may be described in Deed Book 902 at Page 261

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: n/a

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: n/a

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 \$ TBD 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 \$ TBD, 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 EARNEST 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 12/14/2020 (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 TBD. 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): n/a 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):

Land Only

(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: n/a

Owners' association website address, if any: _____

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

Owners' association website address, if any: _____

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

(g) **Other:** n/a

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:

TBD (SEAL)

Date: _____

(SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Lureland Holdings, LLC (SEAL)

Date: _____

(SEAL)

Date: _____

Entity Seller:

Lureland Holdings, LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

-SAMPLE-

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

Date: _____

Firm: United Country RE - The McLemore Group

By: _____

(Signature)
Dan McLemore

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 P.O. Box 66

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Kayla Carder NCAL License #: 10393

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- SAMPLE -



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:

Table with 3 columns: Question, Yes, No, No Representation. Contains 6 rows of disclosure questions regarding mineral rights severance.

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: 00 Buffalo Shoals Road, Lake Lure, NC 28746

Owner's Name(s): Lureland Holdings, LLC

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

Owner Signature: Charles E. Ellis, Jr. Lureland Holdings, LLC Date 7/9/2020
Owner Signature: 012FA7CF7E89465... 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

REC 4.25

1/1/15