



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Dennis and Sara Wilmoth

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Thursday, November 3rd, 2022 @ 4 PM

\*\*\* Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Offering 3 tracts sold together totaling 20 acres +/-**

**3 tracts located in Surry County North Carolina on Reely Cook Road, Dobson NC**

**18.5 +/- portion of parcel # 4967-00-85-0174, Plat 32/185, Deed Book 541 page 519.**

**.79-acre parcel # 4967-00-76-9213, DB 1437 Page 838.**

**.7090-acre parcel #4967-00-76-8235, DB 1375 Page 334.**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 28th, 2022, at 4:00 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing bids in said auction.**

## **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at [brlanda@swva.net](mailto:brlanda@swva.net)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$25,000** non-refundable deposit per offering will be wire

transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

- 9) **Closing:** Closing shall be on or before **Monday, December 19<sup>th</sup>, 2022**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants. Offerings will extend and close simultaneously.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA  
102 South Locust Street; PO Box 234  
Floyd, VA 24091  
540-239-2585  
[Gallimore.matt@gmail.com](mailto:Gallimore.matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

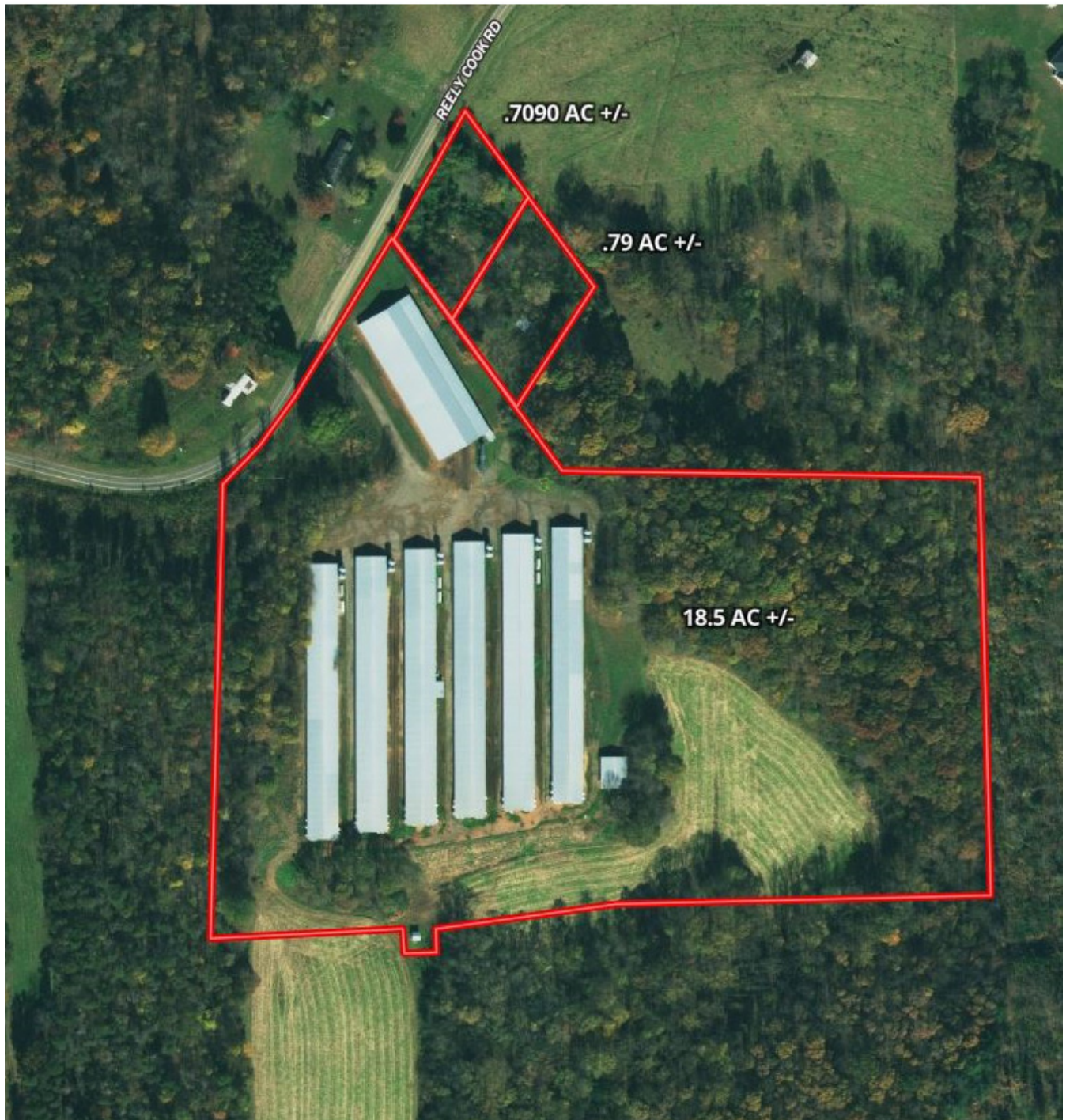
**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208



# Aerial Map

## Auction Services



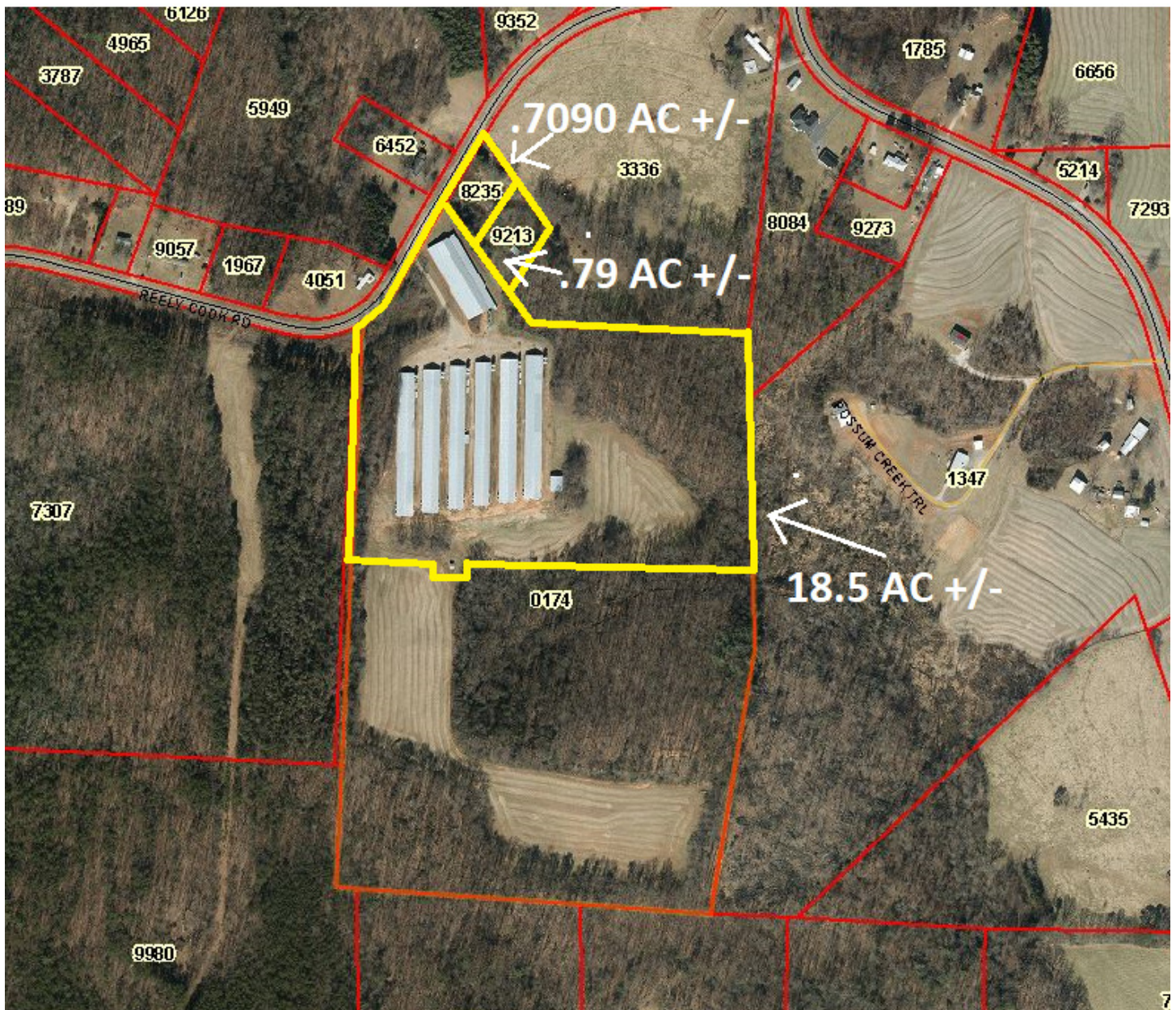




**Auction Services**

# Surry County GIS Map

18.5 Acres is a portion of a 43 acre tract. Survey completed by seller prior to closing.



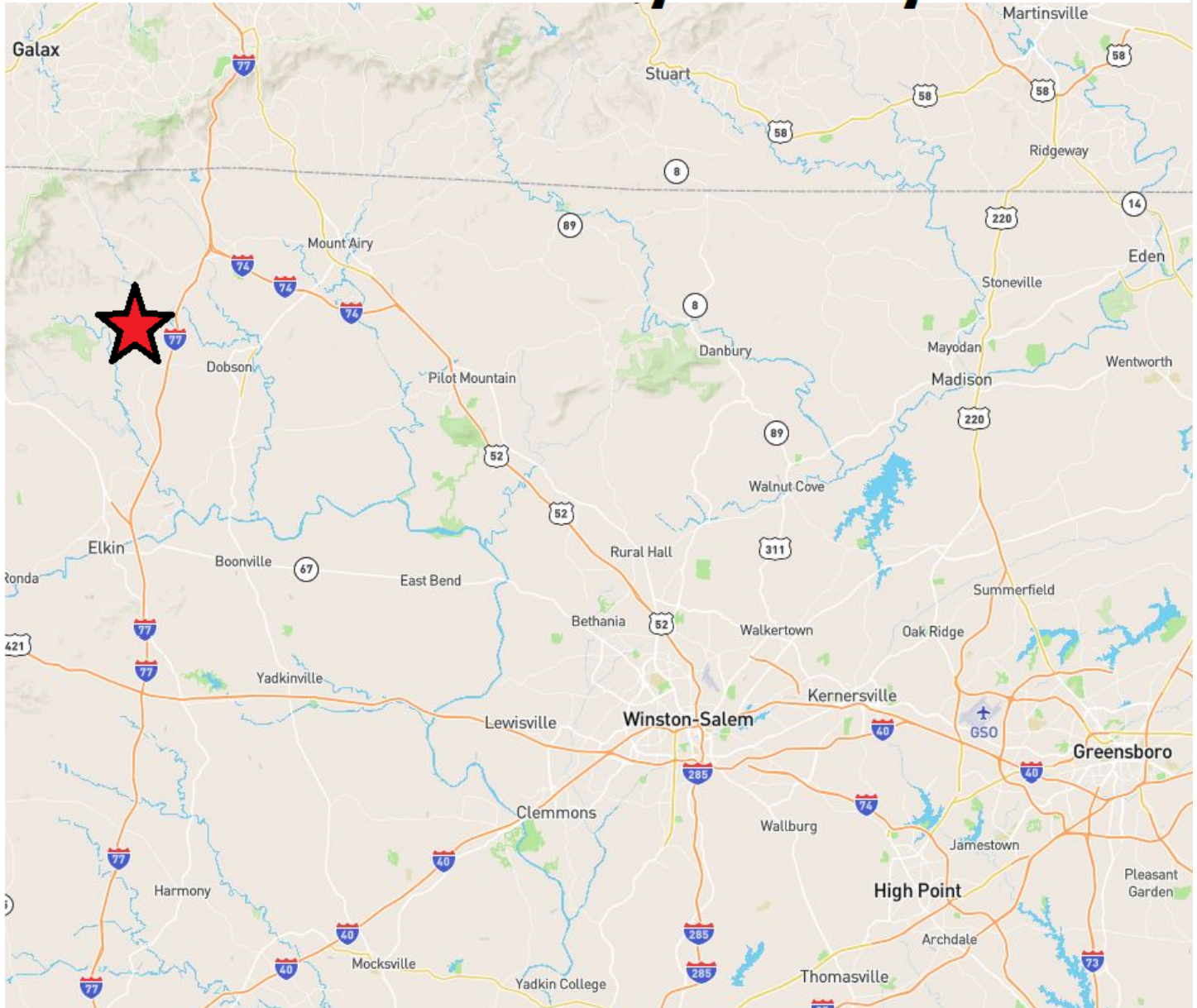


# Location Map Reely Cook Road Dobson, NC Surry County NC





# Location Map Reely Cook Road Dobson, NC Surry County NC





September 1, 2022

Dear Dennis Wilmoth:

Below you will find our recommendations for updating all houses to top specifications. Fan and cool cell configurations are based on 800 fpm windspeed. Our minimum requirement on top specs are 750 fpm.

- **House Sizes:**

- House 1: 42 x 400
- House 2: 42 x 400
- House 3: 42 x 400
- House 4: 42 x 400
- House 5: 42 x 400
- House 6: 42 x 400

**Equipment Specifications (details about each item to be updated):**

- **Lights:**
  - **For all houses, light intensity in brood chamber needs to be a minimum of 3.5 foot candles when measured between bulbs at floor level.**
  - 3.5 foot candles can be achieved by using LED bulbs or large fluorescents.
  - With the tube heater, the center lights would need to be staggered from side to side off center of the middle of the trusses. Another option would be to put all lights over feed lines on 10' centers.
  - Lights need to be wired over the control pans so they do not cut off or dim.
  - Grow out lights should be on 20' centers or less.
- **Electrical:**
  - **Minimum of 200-amp service per house is required. Use agriculture panel.**
- **Feeders:**
  - **New feeders will be required in all 6 houses. Current feeders are not floor flood as required in top specs.**
  - **Feed bin sections/boots that have holes will need to be replaced not patched.**

- Drinkers:
  - **Drinkers will need to be replaced in all 6 houses due to age of drinkers. Non brood drinker lines are on 12" nipple spacings. Top spec requires 10" spacing.**
  - Stand pipes will need to be replaced or thoroughly cleaned to make the water pressure easily visible.
  - Drinkers should be cleaned with approved line cleaner before the first flock (available through our office.)
- Water:
  - **All lines from well coming into houses need to a minimum of 2" PVC or larger, this will need to be upgraded for all houses.** We recommend that each line into house should T off from 2" to ¾".
  - **Minimum of 20 GPM water supply per house per 500' and others calculated accordingly. Current GPM per house is 8 gallons per minute/house.**
  - **Total GPM from wells will need to be 90 gpm.**
  - **The Weeden Sprinkler system will need to be installed, no foggers are permitted.**
  - One medicator for each house.
  - One medicator hook-up for drinker lines.
  - Use ball valves instead of gate valves.
  - One water meter and one water filter on main line entering houses.
- Fans:
  - $(\text{Side wall height} + \text{Peak Ceiling height})/2 \times \text{Building width} \times 800 \text{ fpm} = \text{total cfm requirement.}$
  - Any combination of fans would be adequate with our approval, but houses must pull a minimum of 750fpm.
  - Fans will need to be rated at .15 static pressure.
  - All houses will need additional fans to pull the minimum required wind speed.
  - **House #1-Will need to add 70,000 cfm**
  - **House #2-Will need to add 70,000 cfm**
  - **House #3-Will need to add 70,000 cfm**
  - **House #4-Will need to add 70,000 cfm**
  - **House #5-Will need to add 94,000 cfm**
  - **House #6-Will need to add 70,000 cfm**
  - Any combination of fans would be adequate with our approval, but houses must pull a minimum of 750fpm.
  - Two 36" slantwall cone exhaust fans, one in brood end wall and one off brood end, near end wall will be required.
  - Another option is a variable speed fan in non-brood end wall in place of 36" exhaust fan.
  - Another option would be to replace all fans with cone discharge tunnel fans that would meet our minimum 750 fpm wind speed.
  - All fans lower than 7' in height must be covered by 2" x 4" or smaller wire or use fan shutters.



- Vents:
  - The amount of vent opening is based on the total size of the house calculated on the following formula:  $(\text{House Sq. Footage} \times 5)/800 = \text{Total Sq. Ft. Vent Space}$
  - Houses #1-6: Current vent space = 87 sq ft.
  - Total vent space needed in each house = 105 sq ft.
  - **Will need to add 18 sq ft of vent space, these need to be spaced as equally as possible throughout the houses. Total of 8 vents if you use the same size.**
  - **All air ramps will need to be in place above vents. (4' x 8' plywood)**
- Sidewalls:
  - Houses must pull a minimum static pressure of 0.15 for Type AA standards.
  - **Houses will need to be solid side walled with OSB on inside and tin on the outside. Curtains can stay for vapor barrier. Insulation will need to be placed under OSB on inside of houses.**
  - **Block walls will need to be repaired below litter level where cinderblocks have eroded over time from litter.**
- Tunnel Opening:
  - **Tunnel doors will need to be installed in all houses.**
  - Tunnel opening will need to be the same size as cool cell pad.
- Cool Pads:
  - Cool pad dimensions are calculated based on the following formula:
    - $(\text{Total cfm of fans})/350 \text{ cfm per sq. ft.} = \text{Total sq. footage of pad}$
    - $((\text{Total sq. footage of pad})/4)/2 = \text{Sq. footage per side of 4' pad}$
    - **Houses #1 – 6: Will need to add 45 ft per side of 4' pad. Total of 110' 4ft pad per side.**
  - 6" recirculating cool cell pads
  - **All cool cell pads will need to be replaced.**
    - The length of the cool cells is determined by the number of fans on the houses. The cool cell lengths will be determined by what size fans are used by using above formula.
    - Be advised that this is based strictly on the minimum fan requirements. If you decide to replace any of the existing fans, this number will change based on the CFM rating of the new fans. Please notify Wayne Farms management if you decide to change any of the existing fans so we can recalculate the cool pad opening and pad length.  
*The rough opening needs to be the same size as the cool cell pad.*
- Heat:
  - **Houses #1 - 6: Add 3-40ft tube heaters in all houses in non brood chamber to replace box heaters.**
- Stir fans:
  - **Houses #1 -6: Will need 8 stir fans per house spaced evenly, cleaned and working properly.**
  - 4 stir fans in brood chamber and 4 in non-brood chamber.
  - All stir fans should be wired into the controller.

- Controller:
  - **Houses 1-4, existing controllers are acceptable. Houses 5-6 will need to be replaced.**
- Alarm system:
  - Dial up system
  - Monitoring temperature, power and water pressure to each house.
  - An additional relay should be sent to the Automatic Start Generator, alarming you when the generator fires and transfers power over to the houses.
- Ceilings:
  - Existing ceilings are acceptable.
- Generator:
- Require 20 kw per house.
  - Existing generator for Houses 1 - 6: (135 KW) is acceptable.

Generator must be serviced by a certified rep 2 times per year and documentation by the certified rep on file at the Growout Office.
- Miscellaneous:
  - Feed lids:
    - If paper lids are used, a minimum of 12 per 1,000 chicks placed. If using plastic, we require a minimum of 10 per 1,000 chicks placed.
  - Approved migration fences are required every 100'. **Minimum height of 16"** and used year round.
  - **Please add a Good coat of ABC stone covering entire loading areas and drive coming into farm will be required.**
  - **All houses need to be free of debris inside/outside and remove tall grass or weeds due to rodent prevention and our Salmonella Program.**
  - All loading areas and driveways need to have adequate gravel for all types of weather conditions.
  - A half house partition made of wood or curtain material that will not allow chicks to get into the non-brood end.
  - Wayne Farms will allow placement on old litter if minimum 21 day out time is met.

#### Options:

- As many other integrators have increased their bird weights over time, we have followed the same progression. The number of fans, cool cell length, etc. are what we feel will cover us for some time to come. While you are in the process of making these updates, if you wish to add additional fans and cool cells it will only help you in performance by managing for the extreme conditions (\*please take note that when fans are added, cool cells must be lengthened to accommodate the increased air flow.)
- According to our policies, any producer who makes a transition to Wayne Farms must meet our latest new house specifications which are Type AA & A+.

Please feel free to contact us at any time with questions.

Nathan Pardue  
Broiler Manager  
336-371-0511





August 26, 2022

Dear Valued Partner,

Last month, Continental Grain Company and Cargill completed their plan to create a new, privately held poultry company by acquiring Sanderson Farms and combining it with Wayne Farms. As a combined company, Wayne-Sanderson Farms' position as the third largest poultry producer in the nation is strengthened, and we have a significant opportunity to provide more chicken products to customers and consumers across the globe. We will be an industry leader in grower relations, and we are excited to introduce several initiatives demonstrating our commitment.

Wayne-Sanderson Farms has industry-leading grower programs and best practices; however, we understand contract security remains a top concern for our growers. The company believes any grower probationary or disciplinary program should be tailored to improve performance and help growers become more successful; therefore, to ensure our programs reflect our company's philosophy, we are temporarily suspending all formal growing program probation evaluation procedures until we can properly assess and identify a performance-based system with objective and consistent criteria.

Another important issue we will be addressing is the concern for predictable income for broiler growers. In the coming months, the company will institute a consistent base payment rate per pound with additional incentives awarded to growers scaled to performance and farm investment. Specifically, once broiler weekly settlements are calculated, the base pay stated in your contract will become the new "floor" or minimum base payment rate per pound: downward adjustments will no longer occur. While this new base payment rate will limit financial risk to growers, it will not restrict financial benefit for excellent performance: your pay will still go up for superior performance. We will provide further details on this new compensation system and appropriate contract amendments in the near term.

Additionally, the company will provide access to capital for farm improvement and expansion to sustain growth and ensure farm efficiency. The company values its growers and realizes you are an essential component of the company's success; therefore, we will make every effort to ensure you have access to the resources necessary to grow and advance your business.

Because we value your investment in the company's success, Wayne-Sanderson Farms is working to create a retirement plan exclusively for our growers. We will develop a formal policy with fair and consistent criteria for the sale of farms and transfer to family members and descendants involved in the farm's day-to-day operations. We hope to help sustain future generations of farming families through estate and retirement planning.

To ensure our growers have a voice and the opportunity to influence meaningful change, the company will establish local grower councils providing growers an environment to share feedback and exchange ideas. Additionally, growers can submit information to an anonymous company tip line (770-532-8405), which may trigger a formal investigation.

Aside from the future establishment of consistent base pay for growers and the immediate suspension of existing probation programs, the company anticipates no material changes to grower contracts due to the merger. As we work to fulfill these commitments, the company will communicate updates to you regarding definitive timelines associated with each change. Thank you for all you do to help Wayne-Sanderson Farms supply poultry products to customers and consumers around the world.

Thank you,

Clint Rivers, CEO

239 REELY COOK RD  
97032480

Reval Year: 2021 Tax Year: 2023

Appraised By 45 on 05/29/2019 00500 WESTERN MOUNTAINS

COUNTY WIDE (100), FIRE - CENTRAL (100)  
PB 32 PG 185

CARD NO. 1 of 1  
43.0000 AC  
TW-02 CI- FR-

PLAT: 32/185 UNIQ ID 1971714  
ID NO:

Parcel ID: 4967-00-85-0174-

SPLIT FROM ID 225524

SRC=

AT-

LAST ACTION 20190528

CONSTRUCTION DETAIL		MARKET VALUE								DEPRECIATION		CORRELATION OF VALUE	
TOTAL POINT VALUE	0	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	NORM		CREDENCE TO	MARKET
BUILDING ADJUSTMENTS		97	00							% GOOD			

<b>BUILDING ADJUSTMENTS</b>		<b>DEPR. BUILDING VALUE - CARD</b>	<b>0</b>
TOTAL ADJUSTMENT FACTOR	0 USE CODE 97	<b>DEPR. OB/XF VALUE - CARD</b>	254,360
TOTAL QUALITY INDEX	0 STYLE:	<b>MARKET LAND VALUE - CARD</b>	147,060

DEPR. BUILDING VALUE - CARD	0
DEPR. OB/XF VALUE - CARD	254,360
MARKET LAND VALUE - CARD	147,060
TOTAL MARKET VALUE - CARD	401,420
TOTAL APPRAISED VALUE - CARD	401,420
TOTAL APPRAISED VALUE - PARCEL	401,420

TOTAL PRESENT USE VALUE - LAND	17,240
TOTAL VALUE DEFERRED - PARCEL	129,820
TOTAL TAXABLE VALUE - PARCEL \$	271,600

PRIOR APPRAISAL		PERMIT		
BUILDING VALUE	0	CODE	DATE	NO.
OBXF VALUE	241,160			
LAND VALUE	135,450			
PRESENT USE VALUE	16,160			
DEFERRED VALUE	119,290	ROUT: WTRSHD:		
TOTAL VALUE	376,610			

SALES DATA							
OFF. RECORD		DATE		DEED			INDICATE
BOOK	PAGE	MO	YR	TYPE	Q/U	V/I	SALES PRICE
00541	0519	8	1993	WD*	Q	I	40,000
00507	0217	7	1991	RW*	X	I	0
00492	1294	8	1990	WD*	X	I	35,000
00432	0769	9	1986	WD*	X	I	0
00432	0767	6	1932	WD*	X	V	0

HEATED AREA	
NOTES	
2 OBNV	
PLTRY HSES - WAYNE FARMS	

SUBAREA				CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE	
TYPE	GS AREA	PCT	RPL CS																	
SUBAREA TOTALS				0	24	SHED		0	0	15,200	2.25	100.00	—		1996	2004	S3		49	16758
					29	POULTRY HS		0	0	16,000	4.50	100.00	—		1996	2006	S3		55	39600
					29	POULTRY HS		0	0	16,000	4.50	100.00	—		1996	2006	S3		55	39600
					29	POULTRY HS		0	0	16,000	4.50	100.00	—		1996	2006	S3		55	39600
					29	POULTRY HS		0	0	16,000	4.50	100.00	—		1996	2006	S3		55	39600
					29	POULTRY HS		0	0	16,000	4.50	100.00	—		1996	2006	S3		55	39600
					29	POULTRY HS		0	0	16,000	4.50	100.00	—		1996	2006	S3		55	39600
TOTAL OB/XF VALUE																			254358	

<b>BLDG DIMENSIONS</b>	
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LAND INFORMATION
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HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
POULTRY FARM	0129	RA	411	0	0.9800	4	0.9200	-08 +00 +00 +00 +00	RP	3,800.00	43.000	AC	0.900	3,420.00	147060	0	

TOTAL MARKET LAND DATA	43				147060		
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PIEDMONT AGRICULTURE CLASS III	5003		0	0	1.0000	5	1.0000			420.00	38.000	AC	1.000	420.00	15960	0	
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PMONT FRST CL II	5202		0	0	1.0000	5	1.0000			255.00	5.000	AC	1.000	255.00	1275	0
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TOTAL PRESENT USE DATA	43			17,235	
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4967-00-85-0174- (3978818) Group:0

8/4/2022 5:11:55 PM.

WILMOTH DENNIS JACKSON

WILMOTH SARAH CATHERINE

REELY COOK RD  
100077502

PLAT: 00000/00000 UNIQ ID 225528  
ID NO:

Parcel ID: 4967-00-76-9213-  
SPLIT FROM ID

Reval Year: 2021 Tax Year: 2023  
Appraised By 45 on 05/29/2019 00500 WESTERN MOUNTAINS

COUNTY WIDE (100), FIRE - CENTRAL (100)

CARD NO. 1 of 1  
0.7900 AC  
TW-02 CI- FR-

SRC=  
AT- LAST ACTION 20190528

CONSTRUCTION DETAIL

TOTAL POINT VALUE0

BUILDING ADJUSTMENTS

TOTAL ADJUSTMENT FACTOR0

TOTAL QUALITY INDEX0

USEMODEff. AreaQUALBASE RATERCNEYBAYB

9700

USE CODE 97  
STYLE:

MARKET VALUE

DEPRECIATION

CORRELATION OF VALUE

DEPR. BUILDING VALUE - CARD0

DEPR. OB/XF VALUE - CARD3,500

MARKET LAND VALUE - CARD8,500

TOTAL MARKET VALUE - CARD12,000

TOTAL APPRAISED VALUE - CARD12,000

TOTAL APPRAISED VALUE - PARCEL12,000

TOTAL PRESENT USE VALUE - LAND0

TOTAL VALUE DEFERRED - PARCEL0

TOTAL TAXABLE VALUE - PARCEL \$12,000

PRIOR APPRAISAL

PERMIT

BUILDING VALUE0

OBXF VALUE3,500

LAND VALUE7,650

PRESENT USE VALUE0

DEFERRED VALUE0

TOTAL VALUE11,150

ROUT: WTRSHD:

SALES DATA

OFF. RECORD

DATE

DEED

INDICATE

BOOKPAGE

MOYR

TYPE

Q/UV/I

SALES PRICE

01437083832013WD\*C V3,000

013850114122011QD F V0

HEATED AREA

NOTES

SUBAREA

TYPEGS AREAPCTRPL CS

CODE

DESCRIPTION

COUNT

LTH

WTH

UNITS

UNIT PRICE

ORIG % COND

BLDG #

---

AYB

EYB

DEP SCH

OVR

% COND

OB/XF DEPR. VALUE

SUBAREA

TOTALS

0

15

MH SPACE

0

0

1

3,500.00

100.00

1900

1900

S0

100

3500

BLDG DIMENSIONS

TOTAL OB/XF VALUE

3500

LAND INFORMATION

HIGHEST AND BEST USE

USE CODE

LOCAL ZONING

FRONTAGE

DEPTH

DEPTH / SIZE

LND MOD

COND FACT

OTHER ADJ/NOTES  
RF AC LC TO OT

ROAD TYPE

LAND UNIT PRICE

TOTAL LAND UNITS

UNIT TYPE

TOTAL ADJST

ADJUSTED UNIT PRICE

LAND VALUE

OVERRIDE VALUE

LAND NOTES

SFR

0100

RA

0

0

1.0000

0

0.8500

PD

10,000.00

1.000

LT

0.850

8,500.00

8500

0

TOTAL MARKET LAND DATA

8500

TOTAL PRESENT USE DATA

4967-00-76-9213- (3978555) Group:0

8/4/2022 5:13:50 PM.



WILMOTH DENNIS JACKSON

WILMOTH SARAH CATHERINE

REELY COOK RD  
100077502

PLAT: 00000/00000 UNIQ ID 225527  
ID NO:

Parcel ID: 4967-00-76-8235-  
SPLIT FROM ID

Reval Year: 2021 Tax Year: 2023  
Appraised By 45 on 05/29/2019 00500 WESTERN MOUNTAINS

COUNTY WIDE (100), FIRE - CENTRAL (100)

CARD NO. 1 of 1  
0.7090 LT  
TW-02 CI- FR-

SRC=  
AT- LAST ACTION 20190528

CONSTRUCTION DETAIL

TOTAL POINT VALUE0

BUILDING ADJUSTMENTS

TOTAL ADJUSTMENT FACTOR0

TOTAL QUALITY INDEX0

MARKET VALUE

USEMODEff. AreaQUALBASE RATERCNEYBAYB

9700

USE CODE 97  
STYLE:

DEPRECIATION

NORM

% GOOD

CORRELATION OF VALUE

CREDENCE TO

MARKET

DEPR. BUILDING VALUE - CARD0

DEPR. OB/XF VALUE - CARD2,500

MARKET LAND VALUE - CARD9,600

TOTAL MARKET VALUE - CARD12,100

TOTAL APPRAISED VALUE - CARD12,100

TOTAL APPRAISED VALUE - PARCEL12,100

TOTAL PRESENT USE VALUE - LAND0

TOTAL VALUE DEFERRED - PARCEL0

TOTAL TAXABLE VALUE - PARCEL \$12,100

PRIOR APPRAISAL

PERMIT

BUILDING VALUE0

OBXF VALUE2,500

LAND VALUE8,800

PRESENT USE VALUE0

DEFERRED VALUE0

TOTAL VALUE11,300

CODEDATENO.

ROUT: WTRSHD:

SALES DATA

OFF. RECORD

DATE

DEED

INDICATE

BOOKPAGE

MOYR

TYPE

Q/UV/I

SALES PRICE

01375033492011NWI1V5,500

013461059112010TDPV8,000

00722084931999WD\*XI0

HEATED AREA

NOTES

SUBAREA

TYPEGS AREAPCTRPL CS

15

DESCRIPTION

COUNTLTHWTHUNITSUNIT PRICEORIG % CONDBLDG #

---

AYBEYBDEP SCHOVR% CONDOB/XF DEPR. VALUE

SUBAREA

TOTALS

BLDG DIMENSIONS

2500

TOTAL OB/XF VALUE

2500

LAND INFORMATION

HIGHEST AND BEST USE

USE CODE

LOCAL ZONING

FRONTAGE

DEPTH

DEPTH / SIZE

LND MOD

COND FACT

OTHER ADJ/NOTES  
RF AC LC TO OT

ROAD TYPE

LAND UNIT PRICE

TOTAL LAND UNITS

UNIT TYPE

TOTAL ADJUST

ADJUSTED UNIT PRICE

LAND VALUE

OVERRIDE VALUE

LAND NOTES

SFR0100RA21401.000000.8000RP12,000.001.000LT0.8009,600.0096000

TOTAL MARKET LAND DATA

TOTAL PRESENT USE DATA

4967-00-76-8235- (3978551) Group:0

8/4/2022 5:15:12 PM.

Mail To:

Unofficial Document Unofficial Document  
This instrument was prepared by: C. RICKY BOWMAN, ATTORNEY AT LAW, P.O. BOX 1488, DOBSON, NC 27817  
WARRANTY DEED Form WD-602 Printed and for sale by James Williams & Co., Inc., Yadkinville, N. C. 27055

STATE OF NORTH CAROLINA, \_\_\_\_\_ SURRY \_\_\_\_\_ County.  
THIS DEED, Made this 9TH day of AUGUST, 19 93, by and between  
O. B. HODGES

\_\_\_\_\_ of \_\_\_\_\_ SURRY \_\_\_\_\_ County  
and State of North Carolina, hereinafter called GRANTOR, and  
DENNIS WILMOTH AND WIFE, CATHY WILMOTH

\_\_\_\_\_ of \_\_\_\_\_ SURRY \_\_\_\_\_ County and State of North Carolina, hereinafter called GRANTEE.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND OTHER VALUABLE CONSIDERATIONS Dollars  
and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold  
and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in  
DOBSON Township SURRY County, North Carolina, described as follows:

BEGINNING at a point located in the centerline of Reely Cook Road, said beginning point being the Northernmost corner of the herein described 43.269 acre tract and the Northwest corner of property now or formerly owned by Richard and Mildred Dobson (See Deed Book 202, Page 417, Surry County Registry); said beginning point further being located North 28 degs. 50 mins. 52 secs. West 24.59 feet from a 3/4 inch found iron pipe in the southeastern right of way boundary of said Reely Cook Road and located North 28 degs. 50 mins. 52 secs. West 332.04 feet from a 3/4 inch found iron pipe found in the Southwest corner of said Richard and Mildred Dobson and the Northwest corner of property now or formerly owned by Franklin Dobson (See Record Book 517, Page 325, Surry County Registry); thence, proceeding with the western boundary of said Richard and Mildred Dobson the following two (2) calls and distances: South 28 degs. 50 mins. 52 secs. East 24.59 feet to a 3/4 inch found iron pipe, then South 28 degs. 50 mins. 52 secs. East 307.45 feet to a 3/4 inch found iron pipe being the Southwest corner for said Richard and Mildred Dobson and the Northwest corner for said Franklin Dewitt Dobson; thence, proceeding with the western and southern boundary of said Franklin Dobson the following two (2) calls and distances: South 28 degs. 17 mins. 36 secs. East 115.15 feet to a 12 inch Pignut Hickory and fence corner, then South 81 degs. 13 mins. 09 secs. East 611.29 feet to a one inch found iron pipe in the western boundary of property now or formerly owned by Franklin Dewitt Dobson (See Record Book 527, Page 1026, Surry County Registry); thence, proceeding with the western boundary of said Franklin Dewitt Dobson South 05 degs. 22 mins. 07 secs. West 183.50 feet to a 3/4 inch found iron pipe being the Southwest corner for said Franklin Dewitt Dobson and the Northwest corner of property now or formerly owned by Leonard M. and Juanita Hodges (See Deed Book 303, Page 108, Surry County Registry); thence, proceeding with the western boundary of said Leonard M. and Juanita Hodges the following two (2) calls and distances: South 05 degs. 19 mins. 46 secs. West 707.23 feet to a 1/2 inch found iron pipe in rock pile, then South 16 degs. 06 mins. 37 secs. West 755.15 feet to a one inch found iron pipe located in the northern boundary of property now or formerly owned by Jasper and Camilla Cook (See Deed Book 274, Page 389, Surry County Registry) and being the Southeast corner of the herein described 43.269 acre tract; thence, proceeding with the northern boundary of said Jasper and Camilla Cook North 79 degs. 17 mins. 56 secs. West 365.69 feet to a 1/2 found iron pipe (bent) located in the Northwest corner for said Jasper and Camilla Cook and the Northeast corner of property now or formerly owned by Joe R. Wilmoth (See Deed Book 279, Page 479, Surry County Registry); thence, proceeding with the northern boundary of said Joe R. Wilmoth North 79 degs. 30 mins. 12 secs. West 633.56 feet to a one inch found iron pipe located in the Northwest corner of said Joe R. Wilmoth and in the eastern boundary of property now or formerly owned by Lora Martin (See Deed Book 358, Page 224, Surry County Registry); thence, proceeding with the eastern boundary of said Lora Martin the following two (2) calls and distances: North 77 degs. 17 mins. 13 secs. West 56.13 feet to a one inch found iron pipe (bent) by stone, then North 09 degs. 08 mins. 42 secs. East 342.33 feet to a 3/4 inch found iron pipe in rock pile located in the Northeast corner for said Lora Martin and the Southeast corner of property now or formerly owned by Patrick R. Guyer (See Record Book 507, Page 214, Surry County Registry); thence, proceeding with the eastern boundary of said Patrick R. Guyer the following two (2) calls and distances: North 08 degs. 47 mins. 58 secs. East 1233.76 feet to a 3/4 inch found iron pipe standing 30 inches high and located in the southern right of way boundary of said Reely Cook Road, then North 08 degs. 47 mins. 58 secs. East 25.59 feet to a point in the centerline of said Reely Cook Road; thence, proceeding with the centerline of Reely Cook Road the following two (2) calls and distances: following the arc of a curve having a chord bearing of North 49 degs.

\$80.00 Stamp

(Continued on Reverse Side)

(Continued From Reverse Side)

RB 541 0520

56 mins. 00 secs. East and a chord distance of 105.74 feet (R = 233.10, L = 106.67) to a point, then North 36 degs 49 mins. 25 secs. East 302.04 feet to a point, said point being the point and place of BEGINNING, containing 43.269 acres, more or less.

The above description was taken from a survey by Charles Philman Wagoner, L-2416, dated July 30, 1993, and identified as a survey for Dennis Jackson Wilmoth and wife, Cathy Grymes Wilmoth.

STATE OF NORTH CAROLINA

AUG-93

352101



080.00

SURRY COUNTY

The above land was conveyed to Grantor by \_\_\_\_\_  
TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.  
IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

O. B. HODGES \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF NORTH CAROLINA, SURRY COUNTY.

I, C. Ricky Bowman, a Notary Public of said County, do hereby certify that  
O. B. HODGES

Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal, this the 9TH day of AUGUST, 1993.

My Commission Expires: 5/9/95 C. Ricky Bowman, N. P. [SEAL]

STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public of said County, do hereby certify that

Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires: \_\_\_\_\_, N. P. [SEAL]

STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY.

The foregoing certificate(s) of C. Ricky Bowman, N.P. Surry Co  
is (are) certified to be correct. This instrument was presented for registration this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ A. M., P. M., and duly recorded in the office of the Register of Deeds of \_\_\_\_\_ County,  
North Carolina, in Book \_\_\_\_\_, Page \_\_\_\_\_.

This the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_.

Register of Deeds

By Rodell C. Long  
Assistant, Deputy Register of Deeds

TAX STAMP \$80.00

Rec fee 8.00

FILED

'93 AUG -9 P4:43

DENNIS WILMOTH CAMERON  
REGISTER OF DEEDS  
SURRY COUNTY, N.C.

Dated: 9TH day of AUGUST, 1993

Consideration - - - - \$10.00 &amp; OVC

WIFE, CATHY WILMOTH

DENNIS WILMOTH AND

TO

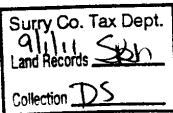
O. B. HODGES

Warranty Deed

#Kmtch

Unofficial Document

Unofficial Document



Doc No: 589853  
Recorded: 09/01/2011 at 10:32:08 AM  
Fee Amt: \$36.00 Page 1 of 3  
Excise Tax: \$11.00  
Surry County North Carolina  
Carolyn M. Comer Reg of Deeds

Bk 1375 Pg 334-336

Prepared by H. LEE MERRITT, JR., Attorney at Law  
Post Office Box 1425, Mount Airy, NC 27030

Surry County Tax Parcel ID 4967-00-76-8235

NORTH CAROLINA

SPECIAL WARRANTY DEED

SURRY COUNTY

THIS DEED Made this 26<sup>th</sup> day of August, 2011, by and between SPRINGLEAF FINANCIAL SERVICES OF NORTH CAROLINA, INC. (formerly known as AMERICAN GENERAL FINANCIAL SERVICES, INC.), a North Carolina corporation having its principal office at 601 Northwest Second Street, Evansville, Indiana 47708, hereinafter called Grantors, and DENNIS JACKSON WILMOTH and wife, SARAH CATHERINE WILMOTH, hereinafter called Grantee, whose mailing address is 401 Jackoos Lane, Dobson, North Carolina 27017.

W I T N E S S E T H:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt whereof 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 Dobson Township, Surry County, North Carolina, and more particularly described as follows:

BEGINNING at a 1-inch existing iron pin on the southeastern right of way of NCSR 1339 (Reely Cook Road) and at a common corner with the land of Franklin D. Dobson (RB 517, p. 325); thence running with the line of Franklin Dobson South 30 degrees 42 minutes 28 seconds East 157.51 feet to a new iron pin in a new corner with the retained lands of Richard Dobson; thence running with the retained lands of Dobson South 37 degrees 51 minutes 42 seconds West 210.50 feet to a new 7/8-inch iron pin, a common corner with the lands of Dennis Wilmoth (RB 541, p. 519); thence running with the lands of Wilmoth North 30 degrees 27 minutes 52 seconds West 153.93 feet to an existing 1-inch iron pin on the southeastern right of way of NCSR 1339; thence North 30 degrees 27 minutes 52 seconds West 7.14 feet to a point near the edge of the pavement on NCSR 1339; thence running with and crossing the right of way of NCSR 1339 North 38 degrees 42 minutes 10 seconds East 208.58 feet to a 1-inch iron pin the POINT OF BEGINNING. Containing 0.715 acres more or less as shown on the unrecorded plat titled "Survey for Ike and Dorothy France" by James R. Smith, Jr. RLS-L2722 dated February 4, 1999.

25  
398



## ALSO CONVEYED HERewith ARE THE FOLLOWING RIGHTS:

1. All rights of reversion and remainder in and to all lands of the grantor which lie between the northwestern boundary line of the above described parcel and the centerline of NCSR 1339.
2. A perpetual easement for the Grantees and their heirs and assigns to construct, maintain, repair, and replace a sanitary drainage field on the retained land of the Grantors described in Deed Book 202, page 417, but no part of said easement shall extend at any point more than 25 feet from the common boundary line of the Grantors and Grantees as shown on the survey by James R. Smith, Jr. described above.

## EXCEPTED FROM THE ABOVE CONVEYANCE ARE THE FOLLOWING RIGHTS;

1. Grantors retain an non-exclusive easement for access to their retained lands from NCSR 1339 described as follows: BEGINNING at a 7/8 inch iron pin in the common corner of the lands conveyed above and the retained lands of Grantors, Dobson and the common corner with Dennis Wilmoth (RB 541, page 519) running thence with the lands of Wilmoth North 30 degrees 27 minutes 52 seconds West 161.07 feet to a point near the edge of the pavement of NCSR 1339 and crossing a 1-inch existing iron pin at 153.93 feet; thence North 38 degrees 42 minutes 10 seconds East 26.75 feet to a point; thence South 30 degrees 27 minutes 52 seconds East 160.65 feet to a point in the common boundary line between Grantors and Grantees; thence running with the common boundary line of Grantors and Grantees South 37 degrees 51 minutes 42 seconds West 26.90 feet to a 7/8 inch iron pin, THE POINT OF BEGINNING.
2. Grantors retain the right for the term of their natural life to use the existing well located on the lands sold this date to the Grantees. Grantors retain the right to install, repair, maintain, and replace water pumping systems running from the well across the lands conveyed to Grantees to their retained lands. Grantors and Grantees agree to share equally the cost of any pumps which they may use jointly in the well. Grantors retain this right only for their life and agree that such right shall expire at the death of the last of the Grantors to die.

Together with an easement for a sanitary drainage field described in easement agreement dated April 7, 1999, from RICHARD D. DOBSON and wife, VAUDIE EDITH DOBSON, to IKE FRANCE and wife, DOROTHY FRANCE, recorded in the office of the Register of Deeds on April 7, 1999, at 3:02 p.m. in book 726, page 521.

Surry County Tax Parcel ID 4967-00-76-8235

For reference, see Substitute Trustee's Deed dated October 12, 2010, from DAVID A. SIMPSON, P.C., Substitute Trustee, to AMERICAN GENERAL FINANCIAL SERVICES, INC, recorded in the office of the Register of Deeds of Surry County, North Carolina, on November 23, 2010, at 10:55:42 a.m. in book 1346, page 1059-1061.

The above-described property located at 107 Little Valley Lane, Dobson, North Carolina 27017, does not include the primary residence of Grantor, SPRINGLEAF FINANCIAL SERVICES OF NORTH CAROLINA, INC. (formerly known as AMERICAN GENERAL FINANCIAL SERVICES, INC.), a North Carolina corporation

Unofficial Document

Unofficial Document

having its principal office at 601 Northwest Second Street, Evansville, Indiana 47708.

TO HAVE AND TO HOLD the above-described premises, with all the appurtenances thereunto belonging, or in anywise appertaining, unto 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 hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, SPRINGLEAF FINANCIAL SERVICES OF NORTH CAROLINA, INC. (formerly known as AMERICAN GENERAL FINANCIAL SERVICES, INC.), a North Carolina corporation, has caused these presents to be signed in its name by its Asst. Vice President, signing the name of the corporation in his official capacity authorized by resolution, pursuant to N.C.G.S 47-18.3(e).

SPRINGLEAF FINANCIAL SERVICES OF NORTH CAROLINA, INC.  
(formerly known as AMERICAN GENERAL FINANCIAL SERVICES, INC.), a North Carolina corporation

By: [Signature]  
Name Typed: Michael D. Williams  
Title: Asst. Vice President



STATE OF Indiana  
COUNTY OF Wendover

I, Laura L. Schweizer, a notary public of the above county and state, certify that Michael D. Williams personally came before me this day and acknowledged that he is the Asst. Vice President of SPRINGLEAF FINANCIAL SERVICES OF NORTH CAROLINA, INC. (formerly known as AMERICAN GENERAL FINANCIAL SERVICES, INC.), a North Carolina corporation, and that he, as Asst. Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

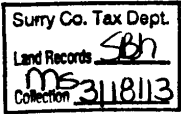
WITNESS my hand and notarial seal this 29 day of August, 2011.

My Commission Expires: 1-27-19

[Signature]  
Notary Public



LAURA L. SCHWEIZER  
Resident of Wendover County, IN  
Commission #623883  
Commission Expires: January 27, 2019



HLM  
ck

BK 1437 PG 838 - 839 (2)

This document presented and filed:

03/18/2013 02:24:13 PM

Fee \$26.00 Excise Tax: \$6.00

605748



Surry County North Carolina  
CAROLYN M. COMER, Register of Deeds

+15

Prepared by H. LEE MERRITT, JR., Attorney at Law  
Post Office Box 1425, Mount Airy, NC 27030

Surry County Tax Parcel ID 4967-00-76-9213

NORTH CAROLINA

WARRANTY DEED

SURRY COUNTY

THIS DEED Made this March 6, 2013, by and between CAROL JEAN KENT (single), whose mailing address is 1140 Booker Drive, Capital Heights, Maryland 20743, hereinafter called Grantor; and DENNIS JACKSON WILMOTH and wife, SARAH CATHERINE WILMOTH, hereinafter called Grantees, whose mailing address is 401 Jackoos Lane, Dobson, North Carolina 27017.

## W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to her in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, and conveyed, and by these presents does give, grant, bargain, sell, convey, and confirm unto the Grantees, their heirs and assigns, premises in Dobson Township, Surry County, North Carolina, described as follows:

Being all of the lands described in and conveyed by a certain deed dated February (blank), 1956, from Harvey Dobson and wife, Ada Dobson, to Richard Dobson and wife, Mildred Dobson, which is recorded on March 15, 1956, in book 202, page 417, in the office of the Register of Deeds of Surry County, to which deed reference is hereby made for a greater certainty of description. Also conveyed herewith are all rights reserved for Grantors in document recorded in book 722, page 849, in the office of the Register of Deeds of Surry County, to which deed reference is hereby made for greater certainty of description.

SAVE AND EXCEPT: All of the lands described in and conveyed by a certain deed dated March 12, 1999, from Richard D. Dobson and wife, Vaudie Edith Dobson, to Ike France and wife, Dorothy France, which is recorded in book 722, page 849, in the office of the Register of Deeds

1

26 1/2 + 15

of Surry County, to which deed reference is hereby made for greater certainty of description.

For reference, see quitclaim deed dated November 22, 2011, from VAUDIE EDITH DOBSON (widow of RICHARD DOBSON) to CAROL JEAN KENT recorded in the office of the Register of Deeds of Surry County, North Carolina, on December 7, 2011, at 02:14:09 p.m. in book 1385, page 114-115.

Surry County Tax Parcel ID 4967-00-76-9213

Subject to 2013 ad valorem taxes.

The above-described property located on Little Valley Lane in Dobson Township, Surry County, North Carolina, does not include the primary residence of Grantor, CAROL JEAN KENT (single), whose mailing address is 1140 Booker Drive, Capital Heights, Maryland 20743,

TO HAVE AND TO HOLD the above-described premises, with all the appurtenances thereunto belonging, or in anywise appertaining, unto the Grantees, their heirs and assigns forever.

And the Grantor covenants that she is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that she will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, the day and year first above written.

Carol Jean Kent (SEAL)  
Carol Jean Kent

STATE OF Maryland  
COUNTY OF Prince George's

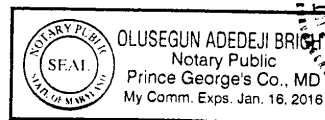
I, Olusegun A. Bright, a Notary Public of the above County and State, do hereby certify that CAROL JEAN KENT (single) (Grantor) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 11th day of March, 2013.

My Commission Expires:  
01/16/2016

NO TITLE EXAMINATION REQUESTED  
NO TITLE EXAMINATION MADE

S.P. Bright  
Notary Public





# REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 13th day of October, 2022, by and between \_\_\_\_\_ ("Buyer"), and \_\_\_\_\_ **Dennis J. Wilmoth, Sarah C. Wilmoth** ("Seller").

WHEREAS at an auction conducted this day by \_\_\_\_\_ ("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.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11 -T) with this offer.)

Street Address: Reely Cook Rd  
City: Dobson Zip 27017

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

County: Surry, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: Portion of 4967-00-85-0174 Acreage: 18 AC +/-

Other description: .79 acres ID # 4967-00-76-9213 and .7090 acres ID # 4967-00-76-8235; Total of 3 parcels = 20 AC +/-

Some or all of the Property may be described in Deed Book \_\_\_\_\_ at Page 519

☐ **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 ☒ are ☐ are not included.

Timber rights ☐ 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 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: 100 gallon above ground diesel tank; generator;

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: \_\_\_\_\_



3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:  
**7,600 gallon water tank**

4. **PURCHASE PRICE:** The purchase price of the Property is \$ \_\_\_\_\_ and shall be paid in US dollars. An earnest money deposit in the amount of \$ **25,000.00** by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer, ☐ on the effective date of this Contract OR ☐ within five (5) days of the date of the effective date of this Contract, be made payable and delivered to \_\_\_\_\_ as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or 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 Escrow Agent. 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. 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. Escrow Agent 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. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic and wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

**NOTE:** In the event of a dispute between Seller and Buyer over the return 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 **11/29/2022** (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 one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying

Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), 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, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), 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, with Seller responsible for the prorated amounts of any taxes and dues through 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

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

Owners' association website address, if any: \_\_\_\_\_

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

(f) **Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

**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.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below



shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

**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 may be 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.

**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.

**20. REMEDIES:**

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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.

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer. Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

**BUYER:**

\_\_\_\_\_  
(SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Date: \_\_\_\_\_

Entity Buyer:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
(SEAL)

**Dennis J. Wilmoth**

Date: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

**Sarah C. Wilmoth**

Date: \_\_\_\_\_

Entity Seller:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

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

Date: \_\_\_\_\_

Escrow Agent: \_\_\_\_\_

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: **Matt Gallimore** Real Estate License #: **311692**

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(540)239-2585** Fax #: **(540)745-4401** Email: **gallimore.matt@gmail.com**

Firm Name: **United Country - BRLAC**

Acting as ☒ Seller's (sub) Agent ☐ Dual Agent

**102 South Locust Street; PO Box 234**

Firm Mailing Address: **Floyd, VA 24091**

NCAL Firm License #: **10299**

**BID CALLER INFORMATION:**

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





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 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
<div> <div></div> <div>1. Mineral rights were severed from the property by a previous owner.</div> </div> <div>Buyer Initials</div>	[ ]	<input checked="" type="checkbox"/>	[ ]
<div> <div></div> <div>2. Seller has severed the mineral rights from the property.</div> </div> <div>Buyer Initials</div>	[ ]	<input checked="" type="checkbox"/>	
<div> <div></div> <div>3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.</div> </div> <div>Buyer Initials</div>	[ ]	<input checked="" type="checkbox"/>	
<div> <div></div> <div>4. Oil and gas rights were severed from the property by a previous owner.</div> </div> <div>Buyer Initials</div>	[ ]	<input checked="" type="checkbox"/>	[ ]
<div> <div></div> <div>5. Seller has severed the oil and gas rights from the property.</div> </div> <div>Buyer Initials</div>	[ ]	<input checked="" type="checkbox"/>	
<div> <div></div> <div>6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.</div> </div> <div>Buyer Initials</div>	[ ]	<input checked="" type="checkbox"/>	

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.

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_