

**Broker Associates**

# **Bidder's Packett**





**Broker Associates**

### **Online Auction Bidders Agreement & Addendum**

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:** Billie J. Stevens

**AUCTIONEER:** Jeffry J. Brown (Broker/Auctioneer) of United Country Real Estate Broker Associates 301 N Main St. Fl. 24 Ste. 2466 Winston-Salem, NC 27127 has contracted with "Seller" to offer to sell at public auction certain real property.

**AUCTION LOCATION:** Online at [mybidtime.com](https://mybidtime.com)

**PREVIEW DATES:** The Preview (Open House) will be Friday, January 27, 2023, from 4:00 PM to 6:00 PM and Saturday January 28, 2023, from 10:00 AM to 1:00 PM. (No Home Showings - Preview only.)

**AUCTION DATES:** Internet only – The bidding begins Friday, January 27, 2023, at 6:00 PM. The AUCTIONS ENDS February 9, 2023, at 6:00 PM.

Note: Bids at 6 pm extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension. See Paragraph 16 that addresses the "SOFT CLOSE".

**BUYER PREMIUM:** 8%

**DESCRIPTION:** 704 Robbins Street, Lexington, NC 27292

The home is a two bed, one bath in the city limits of Lexington, NC. It needs updating but can be lived in as is. The walls in the Living Room and Dining Room are *old school* Knotty Pine and are in great condition. The other walls are sheetrock. There are no roof leaks. However, the roof appears to be old and the Owner does not know the age. Floors are the original hardwood throughout and have been refinished at some point. They are in good shape. The Kitchen has been updated from the original but is not current. Windows appear to be the original as do the door. An on the floor gas heater in the hallway provides the heat. The Air Conditioning is window units. The original breaker box has fuses, and a breaker has been added for the hot water heater. The siding is asbestos and is undisturbed. Rented for the last three years on month to month (\$550/month) term. Renters are aware the home is being sold and would like to continue renting. There is a 12x20 outbuilding. The lot is level and is a double lot that in the past had two homes on it. It needs updating but can be lived in as is. It is a great investment Property (currently rented) or first home.

The Auctioneer recommends you view the video at [videofizz.com/UCbroker](https://videofizz.com/UCbroker) for a virtual tour of the home.



## Online Auction Terms and Conditions Addendum

**Bidders are expected to have read and agrees to the Online Auction Bidders Agreement and the Terms and Conditions of this auction prior to placing any bids in said auction. For legal questions consult a qualified attorney.**

**1. Seller Confirmation:** The property is being offered in an *Online Auction*, with all bids being subject to the Seller's approval.

**2. Auction Bidding Registration:** Online Bidder hereby acknowledges they must be properly registered for the online auction to bid.

- A. Additional registration requirements from any bidder if they are unknown to Seller(s) or the Auctioneer.
- B. Bidders not represented by a Real Estate Agent are required to submit *Proof of Funds* or a *Pre-Approval letter* prior to bidding. Email it to [Jeff@Broker-Associates.com](mailto:Jeff@Broker-Associates.com).
- C. For assistance with registration, text, or call Auctioneer Jeffry Brown at 336-391-8094 or email [Jeff@Broker-Associates.com](mailto:Jeff@Broker-Associates.com).

**3. Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above and is subject to the soft close feature as outlined below in (#16).

**4. Property Preview Dates:** Individual Bidders may preview the property only on the preview date. However, Bidders who are represented by a Real Estate Agent may schedule additional times to inspect the property.

- A. It is highly recommended that all Bidders personally inspect the property prior to placing a bid in the auction.
- B. All property inspections are the sole responsibility of the bidders.

**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.

- A. 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.
- B. However, if a Bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that the lender is capable of completion on or before closing date.
- C. All Bidders are required to submit their proof of funds or loan pre-approval letters in advance and must be approved. Email to [Jeff@broker-associates.com](mailto:Jeff@broker-associates.com) prior to bidding.

**6. Buyer's Premium:** A 10% Buyer's Premium will be added to the final bid price and 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.

**7. Purchase Contract:** The winning Bidder hereby agrees to enter into the REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT which has been approved by the Seller, immediately upon being declared the successful Bidder by the Auctioneer.

- A. Upon the close of the auction the winning Bidder will be forwarded via email the *Real Property Auction Purchase and Sales Contract* to purchase the property.
- B. A signed copy of the *Real Property Auction Purchase and Sales Contract* must be received by United Country - Broker Associates no later than 24 hours from the time the Purchase Contract was sent to the winning Bidder.



- C. The *Real Property Auction Purchase and Sales Contract* will be prepared and sent by the Auctioneer using *Authentisign* for electronic signatures.
- D. A sample purchase contract is available upon request for review prior to placing any bids in the auction.

**8. Earnest Money Deposit:** A \$10,000 non-refundable deposit will be wire transferred or hand delivered in the form of Certified Funds and is to be received no later than 24 hours following the close of auction.

- A. See Closing Attorney contact information below.
- B. Caution: only the Closing Attorney will give the Winning Bidder wiring instruction.
- C. The balance of the purchase price will be due in full at closing.

**9. Closing:** The Closing shall be within 30 days of the purchase date. All Closing arrangements will be made by the Closing Attorney.

- Out of state 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 of ownership to the property and the Seller shall not provide a survey unless it is in the Bidding Packett.

- If the Bidder desires a survey, it shall be at the Bidder'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 subsequent recording of the property Deed by the Closing Attorney.

**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 Jeffry Brown, Auctioneer or United Country – Broker Associates, Broker(s) of record, or anyone else, if the Internet service fails to work correctly before or during the auction.

- A. Online bidding is subject to technology faults and issues which are outside the control of the Auctioneer or Broker.
- B. 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.
- C. The Seller and/or Auctioneer 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 2 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.

**17. Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed.

- A. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice.
- B. There are no warranties either expressed or implied pertaining to this property.
- C. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied.



- D. Bidders will make all inspections and have financing approved and/or arranged prior to the end of bidding.
- E. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price.
- F. By participating in this auction, Bidders 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.

**18. Pre-Auction Sales:** As an agent for the Seller, the Auctioneer and any participating Brokers 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.

- A. Pre-auction offers must meet all the auction terms and conditions and must be submitted to the Auctioneer on the *Real Property Auction Sales and Contract*, along with the required earnest deposit.
- B. Seller may accept or reject such offer at their sole and absolute discretion.
- C. 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.
- D. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance.
- E. A Broker Fee of (3%) is offered to a cooperating NC State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the Auctioneer or Seller's Broker.

**19. HOA, POA, and Restrictive Covenants:** Property is being sold subject to any restrictive covenant and homeowners' association rules and dues, and any other zoning restrictions. It is the Bidders responsibility to review HOA, POA, Restrictive Covenants prior bidding.

**20. Agency:** The Broker/Auctioneer represents the Seller and the Seller's interests. When working directly with our Firm, Buyer will be asked to sign the NC form Working With Real Estate Agents Disclosure.

**21. Buyer Agents:** A Buyer represented by a Buyer's Agent shall communicate with us through their Agent. The Buyer Agent will receive the Sales Contract for the Winning Bidder and forward the Contract to the Buyer. Buyer Agents who follow our Firm's guidelines for Buyer Agents will be paid based on the Final Bid and not the Total Contract Price. Compensations and guidelines are placed in the Triad MLS.

**22. Closing Attorney:** Mark Randolph. Make the Deposit Check out to: Mark Randolph Trust Account.

**23. Choice of Law:** The above Terms and Conditions are governed by North Carolina law and state law in NC Arbitration. All actions will be settled by Arbitration.

**24. Limitation of Liability.** THE DUTIES OF BROKER ASSOCIATES AND JEFFRY BROWN, AUCTIONEER SHALL BE CONFINED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND NO IMPLIED DUTIES ARE ASSUMED BY OR MAY BE ASSERTED AGAINST THEM. EXCEPT TO THE EXTENT ARISING OUT OF THEIR FRAUD OR CRIMINAL MISCONDUCT WHEN PROVIDING THE SERVICES. THEIR LIABILITY ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT AND ACTUAL MONETARY DAMAGES IF ANY.

***It is solely bidders' responsibility to contact Jeff Brown, Auctioneer at 336-391-8094 with any questions regarding the auction, purchase agreement, or terms & conditions.***

Jeffry Brown – Broker & Auctioneer  
 United Country Real Estate – Broker Associates  
 301 N. Main St. Ste. 2466 Winston-Salem, NC 27101  
 Office Phone: 336-664-8709, Cell Phone: 336-391-8094  
 NC Auctioneer License #10394, NC Broker License #283629



# **Property Details & Maps**



# 704 Robbins St, Lexington, NC 27292-2952, Davidson County Active Listing

APN: 11-107-0-00B-0009-0-0-0 CLIP: 8362761101



MLS Beds <b>2</b>	MLS Full Baths <b>1</b>	Half Baths <b>N/A</b>	MLS List Price <b>\$45,550</b>	Sale Date <b>N/A</b>
Bldg Sq Ft <b>914</b>	Lot Sq Ft <b>13,735</b>	Yr Built <b>1953</b>	Type <b>SFR</b>	

## OWNER INFORMATION

Owner Name	<b>Stevens Billie Jo</b>	Tax Billing Zip+4	<b>3717</b>
Tax Billing Address	<b>2200 Lynette Dr</b>	Tax Billing Carrier Route	<b>C017</b>
Tax Billing City & State	<b>Greensboro, NC</b>	Owner Occupied	<b>No</b>
Tax Billing Zip	<b>27403</b>		

## LOCATION INFORMATION

Township	<b>Lexington</b>	Property Carrier Route	<b>C004</b>
Property Zip Code	<b>27292</b>	Census Tract	<b>616.00</b>
Property Zip+4	<b>2952</b>	Zoning	<b>TN</b>

## TAX INFORMATION

Tax ID 1	<a href="#">11-107-0-00B-0009-0-0-0</a>	Tax Jurisdiction	<b>C</b>
Tax ID 2	<b>9221800</b>	Subdivision Lot	<b>9</b>
Tax ID 3	<b>11107000B0009</b>	Subdivision Block	<b>B</b>
Legal Description	<b>P=1-68 BB L9 EIGHTH AVE</b>		
Tax Area	<b>11</b>		

## ASSESSMENT & TAX

Assessment Year	<b>2022</b>	<b>2021</b>	<b>2020</b>
Assessed Value - Total	<b>\$45,550</b>	<b>\$45,550</b>	<b>\$24,950</b>
Assessed Value - Land	<b>\$9,900</b>	<b>\$9,900</b>	<b>\$9,000</b>
Assessed Value - Improved	<b>\$35,650</b>	<b>\$35,650</b>	<b>\$15,950</b>
Yr to Yr \$ Change	<b>\$0</b>	<b>\$20,600</b>	
Yr to Yr % Change	<b>0%</b>	<b>82.57%</b>	
Tax Year	Total Tax	Yr to Yr \$ Change	Yr to Yr % Change
2020	<b>\$322</b>		
2021	<b>\$592</b>	<b>\$270</b>	<b>83.94%</b>
2022	<b>\$592</b>	<b>\$0</b>	<b>0%</b>

## CHARACTERISTICS

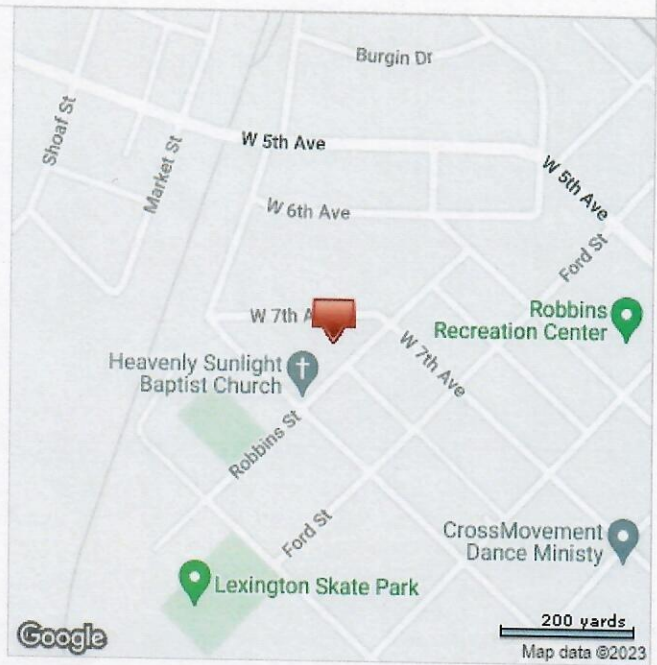
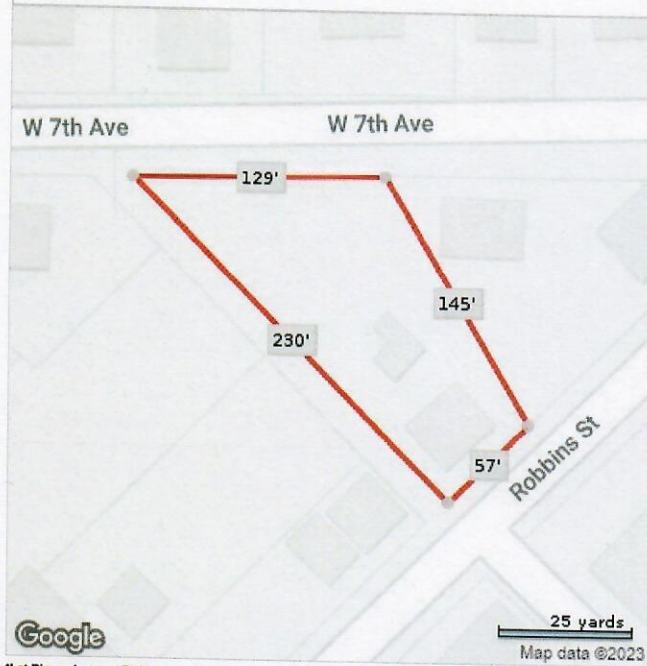
Land Use - County	<b>Single Family Residential</b>	Heat Type	<b>Heated</b>
Land Use - CoreLogic	<b>SFR</b>	Porch	<b>Finished/Open Porch</b>
Building Sq Ft	<b>914</b>	Roof Type	<b>Gable</b>
Total Bldg Sq Ft	<b>914</b>	Roof Material	<b>Asphalt</b>
Ground Floor Sq Ft	<b>914</b>	Roof Shape	<b>Gable</b>
Basement Type	<b>MLS: Slab</b>	Interior Wall	<b>Drywall</b>
Stories	<b>1</b>	Exterior	<b>Asbestos Shingle</b>
Year Built	<b>1953</b>	Floor Cover	<b>Pine</b>
Effective Year Built	<b>1970</b>	Foundation	<b>Cont. Footing</b>
Bedrooms	<b>2</b>	Quality	<b>Below Average</b>
Total Baths	<b>1</b>	Lot Acres	<b>0.3153</b>
Full Baths	<b>1</b>	Lot Sq Ft	<b>13,735</b>
Fireplace	<b>Y</b>	Lot Frontage	<b>67</b>
Fireplaces	<b>1</b>	Lot Depth	<b>205</b>
Cooling Type	<b>None</b>		

## FEATURES

Feature Type	Size/Qty
Storage	<b>168</b>



PROPERTY MAP





# Offer Forms



# REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("Buyer"), and \_\_\_\_\_ ("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: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_

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

County: \_\_\_\_\_, 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: \_\_\_\_\_ Acreage: \_\_\_\_\_

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

☐ **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:

\_\_\_\_\_

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:

\_\_\_\_\_



North Carolina Association of REALTORS®, Inc.

Page 1 of 8

REALTOR® Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

Broker Associates, Inc., 301 N. Main Street, 24th Floor-Suite 2466 Winston-Salem, NC 27101

Jeff Brown

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 3363918094

Fax:

[www.lwolf.com](http://www.lwolf.com)



STANDARD FORM 620-T

Revised 7/2022

© 7/2022



3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:

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 \$ \_\_\_\_\_ 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 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 \_\_\_\_\_ (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]

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_



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)

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

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

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.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_



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: \_\_\_\_\_ Real Estate License #: \_\_\_\_\_  
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

Firm Mailing Address: \_\_\_\_\_

NCAL Firm License #: \_\_\_\_\_

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: \_\_\_\_\_ NCAL License #: \_\_\_\_\_



# **N.C. Disclosures**





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

## Instructions to Property Owners

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

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

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

Property Address: 704 Robbins St, Lexington, NC 27292

Owner's Name(s): Billie Stevens

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

Owner Signature: Billie Stevens

Billie Stevens

Date 01/18/2023

Owner Signature: \_\_\_\_\_

Date \_\_\_\_\_

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

Buyer Signature: \_\_\_\_\_

Date \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Date \_\_\_\_\_



Property Address/Description: **704 Robbins St, Lexington, NC 27292**

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

- |  | Yes                      | No                       | No Representation                   |
|--|--------------------------|--------------------------|-------------------------------------|
| 1. In what year was the dwelling constructed? <b>1953</b><br>Explain if necessary: _____   |                          |                          | <input checked="" type="checkbox"/> |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input checked="" type="checkbox"/> Asbestos <input type="checkbox"/> Other _____ (Check all that apply)  |                          |                          | <input checked="" type="checkbox"/> |
| 4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available) Explain if necessary: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 5. Is there any leakage or other problem with the dwelling's roof? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other <b>Heating Unit</b> (Check all that apply) Age of system: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input checked="" type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____ (Check all that apply) Age of system: _____  |                          |                          | <input checked="" type="checkbox"/> |
| 12. What are the dwelling's fuel sources? <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____ (Check all that apply)<br>If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply) ..... |                          |                          | <input checked="" type="checkbox"/> |
| 13. What is the dwelling's water supply source? <input checked="" type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____ (Check all that apply) .....   |                          |                          | <input checked="" type="checkbox"/> |
| 14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____ (Check all that apply) .....  |                          |                          | <input checked="" type="checkbox"/> |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. What is the dwelling's sewage disposal system? <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____ (Check all that apply) .....                                  |                          |                          | <input checked="" type="checkbox"/> |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit?<br>If your answer is "yes," how many bedrooms are allowed? _____ <input type="checkbox"/> No records available  |                          |                          | <input checked="" type="checkbox"/> |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date **BS** 01/18/2023  
 Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date \_\_\_\_\_

REC 4.22  
Rev 8/21



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

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

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

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

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

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

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

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

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

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date BS 01/18/2023

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date \_\_\_\_\_



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

34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: \_\_\_\_\_
35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: \_\_\_\_\_
36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits *involving the property or lot to be conveyed*? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: \_\_\_\_\_
37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits *involving the planned community or the association to which the property and lot are subject*, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: \_\_\_\_\_
38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).

Yes No No Representation

☐ ☒ ☐

☐ ☒ ☐

☐ ☒ ☐

☐ ☒ ☐

Yes No No Representation

- Management Fees.....
- Exterior Building Maintenance of Property to be Conveyed.....
- Master Insurance.....
- Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....
- Common Areas Maintenance.....
- Trash Removal.....
- Recreational Amenity Maintenance (specify amenities covered) \_\_\_\_\_
- Pest Treatment/Extermination.....
- Street Lights.....
- Water.....
- Sewer.....
- Storm water Management/Drainage/Ponds.....
- Internet Service.....
- Cable.....
- Private Road Maintenance.....
- Parking Area Maintenance.....
- Gate and/or Security.....
- Other: (specify) \_\_\_\_\_

☐ ☐ ☐

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Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date BS 01/18/2023

Buyer Initials and Date \_\_\_\_\_ Owner Initials and Date \_\_\_\_\_



## LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 704 Robbins St, Lexington, NC 27292

Seller: Billie Stevens

Buyer: \_\_\_\_\_

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

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

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

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

#### Lead Warning Statement

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

#### Seller's Disclosure (initial)

BS

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

BS

- (b) Records and reports available to the Seller (check one)
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Buyer's Acknowledgement (initial)

- (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer (check one below):
- ☐ Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ☐ Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.

Page 1 of 2



STANDARD FORM 2A9-T  
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© 7/2022

Buyer Initials \_\_\_\_\_ Seller Initials BS



**Agent's Acknowledgment (initial)**

ES

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

**Certification of Accuracy**

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

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

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

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

Buyer: \_\_\_\_\_

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

Buyer: \_\_\_\_\_

Entity Buyer:

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

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

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

Print Name

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

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

Selling Agent: \_\_\_\_\_

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

Date: 01/18/2023

Seller: Billie Stevens  
Billie Stevens

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

Seller: \_\_\_\_\_

Entity Seller:

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

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

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

Print Name

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

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

Listing Agent: Elizabeth Scott  
Elizabeth Scott

Date: 01/18/2023





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

## Instructions to Property Owners

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

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

## 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: **704 Robbins St, Lexington, NC 27292**

Owner's Name(s): **Billie Stevens**

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: Billie Stevens **Billie Stevens** Date 01/18/2023

Owner Signature: \_\_\_\_\_ 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 \_\_\_\_\_