



**The McLemore  
Group**

## TERMS OF AUCTION

**AUCTION FOR** – Francisco J. Salazar

**AUCTION LOCATION** - Online only at [www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)

**AUCTION END DATE** - Monday, May 6<sup>th</sup>, 2024 at 5:00 PM (EST)

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

**Offering** – 0.87 Acre Residential Lot

Lincoln County Parcel # 71659; NC PIN # 3602892436

Deed Book: 2950 Page: 817

00 Arrow Street Lincolnton, NC 28092

### **General Terms and Conditions**

**8% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract & Place an Earnest Money Deposit on May 6<sup>th</sup>. Buyer will close on or before Thursday June 6<sup>th</sup>, 2024. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.**

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

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

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

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

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

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

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and

matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**AUCTION METHOD** - Auction will be "**Sold Subject to Seller Confirmation**" and conducted with internet bids until bids are complete on **Monday May 6<sup>th</sup>, 2024 ending at 5:00 PM EST**. Final high bid plus **8% Buyer's Premium** will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus **8% Buyer Premium**. Purchaser will be required to make a **\$5,000 Earnest Money Deposit** and close on or before **June 6<sup>th</sup>, 2024**.

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

**EARNEST MONEY DEPOSIT** — Purchaser will be required to make a **\$5,000 Earnest Money Deposit on May 6<sup>th</sup>, 2024**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

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

**RELEASE FOR USE** — Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape,



photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

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

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

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

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

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

# AERIAL IMAGE

ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLemore  
Group**




 Boundary

**Dan McLemore**  
P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107B N Trade Street P.O. Box 66

 The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.



# AREA MAP

ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



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# LOCATION MAP

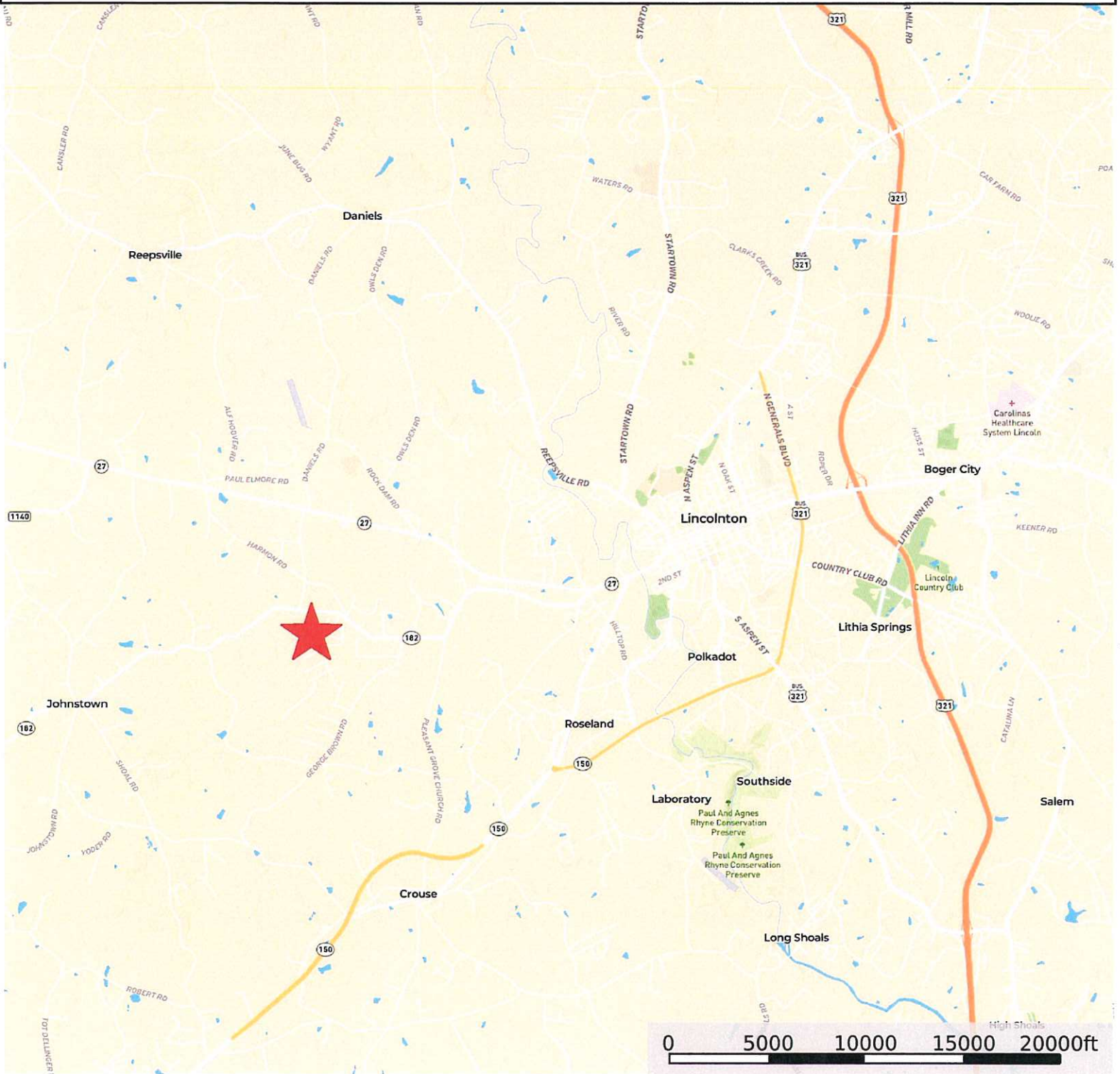
ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

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



**The McLeMore  
Group**




 Boundary

**Dan McLeMore**  
P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107B N Trade Street P.O. Box 66

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### 3D IMAGE

ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

[www.UnitedCountryCharlotte.com/Auctions](http://www.UnitedCountryCharlotte.com/Auctions)



**The McLemore  
Group**



 Boundary

**Dan McLemore**

P: 7043235100

[dan@themclemoregroup.com](mailto:dan@themclemoregroup.com)

107 B N Trade Street P.O. Box 66



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provided to the public.  
Land id. Services makes no warranties or guarantees  
as to the completeness or accuracy thereof.







9.3.96 12<sup>00</sup>  
10.20

008520

BOOK 0956 PAGE 369

Prepared by and return to: Thomas J. Wilson, P.A.

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

DEED OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that TARLTON REAL ESTATE CORPORATION, a corporation organized and doing business under and by virtue of the laws of the State of North Carolina does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property or lots in Country Crossing Subdivision, Phase IV, a plat of which is recorded in the Office of the Register of Deeds of Lincoln County, North Carolina, in Plat Book H at Page 13, to which reference is hereby made for a more particular description of the lots and property which are subject to the restrictions herein set forth. It being understood and agreed by all parties that all restrictions herein set forth shall apply to all lots and property shown or described on the plat hereinafter referred to.

That the property and lots described are hereby subject to the following covenants and restrictions running with said property and governing the use thereof by whomsoever owned, to wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from this date, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of said lots, it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them or their heirs, or successors or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision as shown on said plat to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations.
3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in said subdivision as shown on said plat shall be known and described as residential lots and no part of said lots shall be used for any type of business or store. As used herein the term "residential" shall mean single family residence only. All outbuildings placed on the property shall be constructed of the same material as the main single family residence.
5. All dwellings constructed shall contain at least 800 square feet of heated floor space if constructed upon a single level and 1,000 square feet of heated floor space if constructed upon two or more levels, above grade exclusive of any garage, carport, breezeways, unfinished basements or other auxiliary structures.
6. The residences and all accessory buildings constructed on all lots in this subdivision shall be constructed at least 30 feet from the front property line; and the residence and all accessory buildings constructed on all lots within this subdivision shall be 10 feet from the sidelines; 30 feet from the rear line; and 20 feet from the sideline at any side street.
7. The exterior walls of all buildings erected shall be constructed principally of brick, vinyl, stone, glass, stainless, steel, brushed aluminum or wood siding of eight (8) inches or greater width. No cinder blocks, cement blocks, asbestos siding,



artificial brick siding, or similar siding shall ever be exposed or used on any outside walls on any building erected in this subdivision. The driveway for each numbered lot in this subdivision shall be paved with either concrete or asphalt.

8. No building, fence, sidewalk, wall, drive or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plat plans (showing the proposed location of such building or structure, drives, and parking areas) and construction scheduled shall have been approved in writing by the developer. Refusal or approval of plans, location or specifications may be based by the developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the developer shall seem sufficient. No alterations may be made in such plans after approval except by and with the written consent of the developer. No alterations in the exterior appearance of any building or structure shall be made without like approval by the developer. One copy of all plans, specifications and related data shall be furnished the developer for its records. This architectural control requirement shall automatically terminate six (6) years from the date of these restrictions. As used herein the term "developer" shall mean Tarlton Real Estate Corporation.

9. Fencing on the property is permitted. However, fencing must be either two rail split rail; chain link or picket fencing painted to match the residence.

10. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. Owners shall be allowed to have one (1) outside pet per household. Dogs, cats or other household pets shall be allowed but the owners are responsible that such household pets shall not cause undue disturbances or otherwise become a nuisance. Such pets shall be confined or kept on leash so that they will not have freedom to run at large. No livestock or poultry of any kind may be kept on this property for any purpose.

12. No mobile homes, house trailers or shell homes either temporary or permanent shall be placed on said lot at any time.

13. No tractors or trailers shall be allowed in this subdivision overnight or parked on premises except for loading or unloading. All boats, trailers and recreational vehicles are to be stored in an area that is not visible from the street fronting the lot. All recreational vehicles over twelve (12) feet in length must be stored in a garage or carport located on the property.

14. Satellite dishes are permitted on the property, however, are to be located in an area that is not visible from the street fronting the lot.

15. Above ground pools are permitted on the property, however, are to be located so that they do not violate building setback lines and do not interfere with utility and sanitary sewer easements.

16. No lot shall be used or maintained as a dumping ground for rubbish and there are to be no abandoned, junked or inoperative automobiles or vehicles on the property. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense. The developer may choose to allow vegetation to remain high in areas as deemed necessary by the developer to prevent erosion during the development stages of the subdivision.

18. The developer, or its successors, reserves for itself, the owner of the water system, any utility company, and/or municipal authority service Country Crossing Subdivision, Phase III, an easement of ten (10) feet along the front, rear, and sidelines of each and every lot for present and future drainage and utility needs such as telephone, electricity, water, walkways, sewer and gas lines. Any easements which have heretofore been granted to or by the developer are also reserved. The easement area of each road and all improvements on it shall be maintained continuously by the owner of the road except for those improvements for which a public authority or utility company is responsible.

19. No signs of any kind shall be displayed except for one sign of not more than five square feet advertising said property for sale or rent or signs used by a builder to advertise the property during the construction and sales period may be displayed.

20. The developer, or its successor, reserves unto itself so long as it owns any lots within this subdivision, the right to amend these restrictions, including the setback requirements, if those restrictions shall be violated or infringed upon as a result of construction on any lot. A certificate in recordable form executed by the developer or its successors shall be sufficient to effect such amendments. As used in this document, the terms "successors" shall mean only a party who has purchased the overall subdivision less any lots previously sold, and such purpose is for the sale of lots or the construction of houses for sale on the lots.

IN WITNESS WHEREOF, said Tarlton Real Estate Corporation has caused these presents to be signed in its name by its President, attested by its Secretary and its corporate seal affixed hereto, all by direction of its Board of Directors duly given, the 30th day of August, 1996.



TARLTON REAL ESTATE CORPORATION

By

President

(Corporate Seal)

NORTH CAROLINA

CATAWBA COUNTY

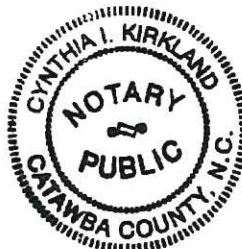
I, CYNTHIA I. KIRKLAND, Notary Public, do hereby certify that JOHN I. TARLTON, personally came before me this day and acknowledged that (s)he is the Secretary of Tarlton Real Estate Corporation and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him (her) as its Secretary.

Witness my hand and seal, this 30th day of August, 1996.

Cynthia I. Kirkland  
Notary Public

My commission expires:

3/18/98



NORTH CAROLINA, LINCOLN COUNTY

The foregoing certificate of Cynthia I. Kirkland, Notary Public of Catawba County, NC, is certified to be correct. Presented for registration and recorded this the 3rd day of September, 1996, at 10:20 A.M. in Book 956, Page 369.

ELAINE N. HARMON, Register of Deeds

BY: Judith W. Martin  
Asst Register of Deeds



BK 2950 PG 817 - 818 (2) DOC# 615920  
This Document eRecorded: 09/15/2020 09:45:28 AM  
Fee: \$26.00 DocType: DEED Tax: \$12.00  
Lincoln County, North Carolina  
Danny R. Hester, Register of Deeds

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$12.00

File No. NC-20-08798

Parcel Identifier No. 71659

Title Insurance: Investors Title Insurance Company

Mail/Box to: Costner Law Office, PLLC, 32 North Main Street, Suite 303, Belmont, NC 28012

This instrument was prepared by: Costner Law Office, PLLC, 32 North Main Street, Suite 303, Belmont, NC 28012

Brief description for the Index: Lot 38, Country Crossing Subdivision, Phase Four

THIS DEED made this 3rd day of September, 2020, by and between

**GRANTOR**

Richard A Wing and spouse, Margaret P Wing

Forwarding Address:  
25 Five Points Rd.  
Rush, NY 14543

**GRANTEE**

Francisco Jose Salazar, an unmarried man

Property Address:  
Lot 38 Arrow Street  
Lincolnton, NC 28092

Mailing Address:  
306 Lincoln Street  
Belmont, NC 28012

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

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

Being all and the full contents of Lot No. Thirty-eight (38) of Country Crossing Subdivision, Phase Four (IV), as shown on a plat thereof recorded in Plat Book H, Page 13, Lincoln County Public Registry, to which plat reference is made for a more full and complete description of said lot by metes and bounds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2553 page 831.

If initialed, the property includes the primary residence of at least one of the Grantors. \_\_\_\_\_ (N.C.G.S. §105-317.2)

A map showing the above described property is recorded in Plat Book H page 13.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

**There is excepted from these warranties all easements, conditions, rights of way and restrictions as may appear on public record; and the lien of ad valorem taxes for the current year which taxes have been prorated as to the date of closing between the Grantor and Grantee.**

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Richard A. Wing  
Richard A. Wing

Margaret P. Wing  
Margaret P. Wing

NEW YORK  
~~STATE OF NORTH CAROLINA~~

COUNTY OF MONROE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that Richard A. Wing and Margaret P. Wing personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 3<sup>rd</sup> day of SEPTEMBER, 2020

Pamela J. Bucci  
Notary Public

My Commission Expires: August 4, 2022







## Lincoln County, NC

### Office of the Tax Administrator, GIS Mapping Division

Lincoln County and its mapping contractors assume no legal responsibility for the information contained on this map. This map is not to be used for land conveyance. The map is based on NC State Plane Coordinate System 1983 NAD.  
Date: 10/9/2023

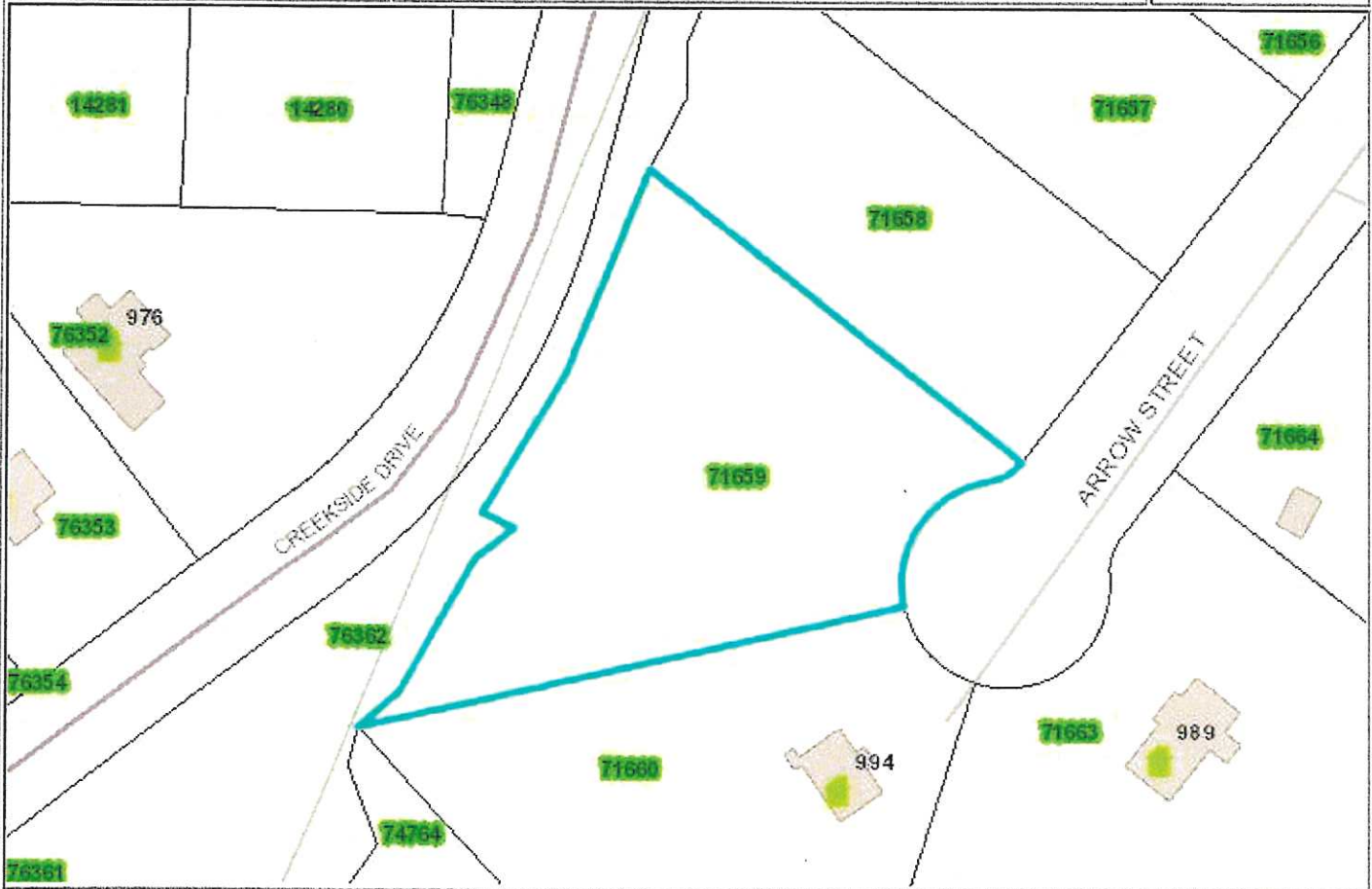


Photo Not  
Available

<b>Parcel ID</b>	71659	<b>Owner</b>	SALAZAR FRANCISCO JOSE
<b>Map</b>	3602	<b>Mailing</b>	306 LINCOLN STREET
<b>Account</b>	0280216	<b>Address</b>	BELMONT, NC 28012
<b>Deed</b>	2950 817	<b>Last Transaction Date</b>	09/15/2020
<b>Plat</b>	H 13	<b>Subdivision</b>	COUNTRY CROSSING
<b>Land Value</b>	\$5,700	<b>Improvement Value</b>	\$0
<b>Previous Parcel</b>		<b>Sale Price</b>	\$6,000
		<b>Lot</b>	38
		<b>Total Value</b>	\$5,700

-----All values for Tax Year 2023 -----

<b>Description</b>	#38 COUNTRY CROSSING P-4	<b>Deed Acres</b>	0.872
<b>Address</b>	ARROW ST	<b>Tax Acres</b>	0.872
<b>Township</b>	HOWARDS CREEK	<b>Tax/Fire District</b>	HOWARDS CREEK
<b>Main Improvement</b>		<b>Value</b>	
<b>Main Sq Feet</b>		<b>Year Built</b>	

<b>Zoning District</b>	Calc Acres	<b>Voting Precinct</b>	Calc Acres
R-SF	0.87	HC33	0.87

<b>Watershed</b>	0.87	<b>Sewer District</b>	0.87
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<b>Census County</b>	109	<b>Tract</b>	070400	<b>Block</b>	2006	0.87
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<b>Flood</b>	X	<b>Zone Description</b>	NO FLOOD HAZARD	<b>Panel</b>	3710360200	0.87
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# REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 29th day of April, 2024, by and between  
TBD ("Buyer"), and  
Francisco J. Salazar ("Seller").

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

1. **REAL PROPERTY:** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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: 00 Arrow Street  
City: Lincolnton Zip: 28092

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

County: Lincoln, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 38, Block/Section 89, Subdivision/Condominium Country Crossing  
H, as shown on Plat Book/Slide H at Page(s) 13

The PIN/PID or other identification number of the Property is: 71659 Acreage: .87

Other description: **#38 COUNTRY CROSSING P-4**

Some or all of the Property may be described in Deed Book 2950 at Page 817

☐ **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: None.

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

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





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

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. An earnest money deposit in the amount of \$ 5,000.00 by ☐ cash ☐ personal check ☒ official bank check ☒ wire transfer ☒ electronic transfer shall, ☐ 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 The McLemore Group 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 \$ TBD, 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 on or before 5/31/24 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to TBD. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if 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):

**Vacant Lot**

(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): None. 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): None. 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:** n/a

**14. ENTIRE AGREEMENT; NOTICE:** This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

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.

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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)

**TBD**

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

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

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

Entity Buyer:

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

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

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

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

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

**SELLER:**

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

**Francisco J. Salazar**

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.



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: The McLemore Group

By: \_\_\_\_\_  
(Signature)

**SELLING AGENT INFORMATION:**

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

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

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

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

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

**LISTING AGENT INFORMATION:**

Individual Listing Agent: Dan McLemore Real Estate License #: 174689/10391  
☐ Acting as a Designated Dual Agent (check only if applicable)

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

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

107B N Trade Street P.O. Box 66

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

**BID CALLER INFORMATION:**

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



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

## Instructions to Property Owners

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

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

	Yes	No	No Representation
<u>                    </u> 1. Mineral rights were severed from the property by a previous owner. Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> 2. Seller has severed the mineral rights from the property. Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> 3. Seller intends to sever the mineral rights from the property prior to Buyer Initials transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> 4. Oil and gas rights were severed from the property by a previous owner. Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>                    </u> 5. Seller has severed the oil and gas rights from the property. Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<u>                    </u> 6. Seller intends to sever the oil and gas rights from the property prior Buyer Initials 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: 00 Arrow Street, Lincolnton, NC 28092

Owner's Name(s): Francisco J. Salazar

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: Francisco Salazar **Francisco J. Salazar** Date 3/21/24

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 \_\_\_\_\_

REC 4.25

1/1/15