



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Francisco J. Salazar

AUCTION LOCATION - Online only at www.UnitedCountryCharlotte.com/Auctions

AUCTION END DATE - Monday, May 6th, 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 – 1.83 Acre Residential Lot

Gaston County Parcel # 156812; NC PIN # 2597628803

Deed Book: 5152 Page: 1067

1603 Lewis Farm Road Kings Mountain, NC 28086

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 6th. Buyer will close on or before Thursday June 6th, 2024. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.

BIDDER REGISTRATION - Register for online only auction at 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 6th, 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 6th, 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 6th, 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



**The McLemore
Group**




 Boundary

Dan McLemore
P: 7043235100

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



The McLemore Group



 Boundary

Dan McLemore

P: 7043235100

dan@themclemoregroup.com

107B N Trade Street P.O. Box 66



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LOCATION MAP

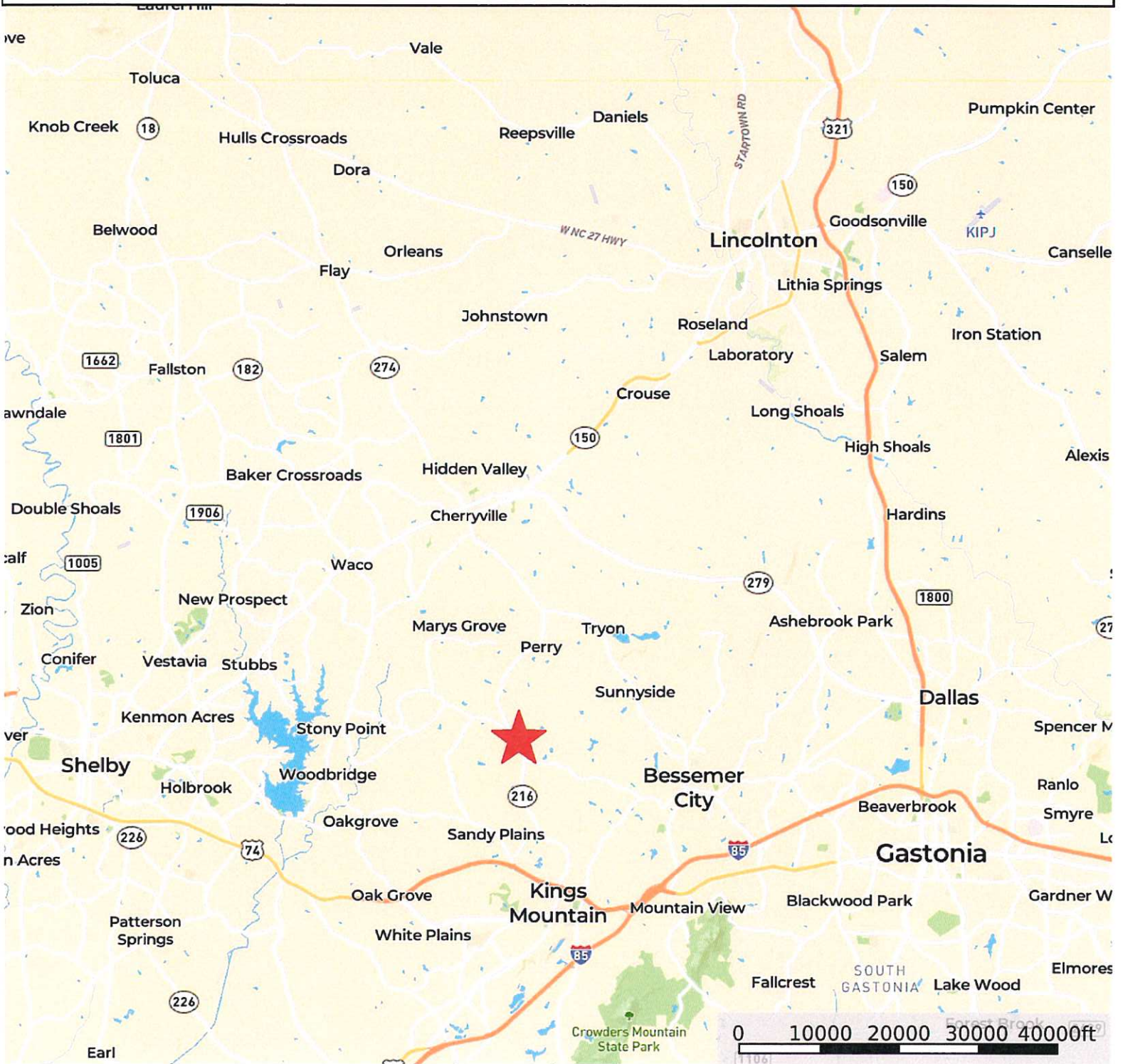
ONLINE ONLY AUCTION, ENDING MAY 6, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



The McLemore Group



Boundary

Dan McLemore

P: 7043235100

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



**The McLeMORE
Group**



 Boundary

Dan McLeMORE
P: 7043235100

dan@themclemoregroup.com

1075 N Trade Street P.O. Box 66



The information contained here is a computer-generated image and is not to be used as a substitute for a physical inspection. The information is provided for informational purposes only and is not to be used as a basis for any transaction.

| | | |
|---|--|---|
| <p>PRIMARY PROPERTY ADDRESS</p> <p>1603 LEWIS FARM RD, KINGS MOUNTAIN, NC 28086</p> <p>PROPERTY INFORMATION</p> <p>CITY LIMITS: ETJ: NOT IN ETJ POLICE DISTRICT: GASTON COUNTY FIRE DISTRICT: TRYON SPECIAL FLOOD HAZARD AREA: LOCAL WATERSHED: LONG CREEK CENSUS TRACT: 305.03</p> <p>TAX VALUES</p> <p>MARKET LAND VALUE: \$20,900 MARKET IMPR. VALUE: \$0 MARKET VALUE: \$20,900 FARM DISCOUNT: NO EXEMPT: NO TAXABLE VALUE: \$20,900</p> | <p>TAX INFORMATION</p> <p>PARCEL #: 156812 PIN #: 2597628803 CURRENT OWNERS: SALAZAR FRANCISCO MAILING ADDRESS: 306 LINCOLN STREET, BELMONT, NC 28012- NBHD #: 6A033 NBHD NAME: LEWIS FARM ESTATES TOWNSHIP: CROWDERS MTN TOWNSHIP LEGAL DESC: LEWIS FARM ESTATES L 14 11 094 001 11 000 DEED BOOK: 5152 PAGE: 1067 DEED RECORDING DATE: 9/2/2020 SALES AMOUNT: \$13,000 PLAT BOOK: 056 PAGE: 073 STRUCTURE TYPE: YEAR BUILT: 0 SQUARE FOOTAGE: 0 VACANT: VACANT BASEMENT: NO BED: 0 BATH: 0 HALF-BATH: MULTI-STRUCTURES: NO ACREAGE: 1.83 TAX CODE: 300 TAX DISTRICT: CHEST RIDGE FD VOLUNTARY AG DISTRICT: NO PROPERTY USE: RESIDENTIAL</p> | <p>PHOTO NOT AVAILABLE</p> <p>SKETCH NOT AVAILABLE</p>  <p>GASTON COUNTY GIS</p> |
|---|--|---|



Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. **Values shown are as of January 1, 2023. - Document created for printing on March 11, 2024**

| Curve | Radius | Chord Bearing and Distance | Area Length | Line | Survey | Distance |
|-------|--------|----------------------------|-------------|------|--------|----------|
| 1 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 1 | 100.00 | 100.00 |
| 2 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 2 | 100.00 | 100.00 |
| 3 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 3 | 100.00 | 100.00 |
| 4 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 4 | 100.00 | 100.00 |
| 5 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 5 | 100.00 | 100.00 |
| 6 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 6 | 100.00 | 100.00 |
| 7 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 7 | 100.00 | 100.00 |
| 8 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 8 | 100.00 | 100.00 |
| 9 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 9 | 100.00 | 100.00 |
| 10 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 10 | 100.00 | 100.00 |
| 11 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 11 | 100.00 | 100.00 |
| 12 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 12 | 100.00 | 100.00 |
| 13 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 13 | 100.00 | 100.00 |
| 14 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 14 | 100.00 | 100.00 |
| 15 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 15 | 100.00 | 100.00 |
| 16 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 16 | 100.00 | 100.00 |
| 17 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 17 | 100.00 | 100.00 |
| 18 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 18 | 100.00 | 100.00 |
| 19 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 19 | 100.00 | 100.00 |
| 20 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 20 | 100.00 | 100.00 |
| 21 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 21 | 100.00 | 100.00 |
| 22 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 22 | 100.00 | 100.00 |
| 23 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 23 | 100.00 | 100.00 |
| 24 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 24 | 100.00 | 100.00 |
| 25 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 25 | 100.00 | 100.00 |
| 26 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 26 | 100.00 | 100.00 |
| 27 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 27 | 100.00 | 100.00 |
| 28 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 28 | 100.00 | 100.00 |
| 29 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 29 | 100.00 | 100.00 |
| 30 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 30 | 100.00 | 100.00 |
| 31 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 31 | 100.00 | 100.00 |
| 32 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 32 | 100.00 | 100.00 |
| 33 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 33 | 100.00 | 100.00 |
| 34 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 34 | 100.00 | 100.00 |
| 35 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 35 | 100.00 | 100.00 |
| 36 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 36 | 100.00 | 100.00 |
| 37 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 37 | 100.00 | 100.00 |
| 38 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 38 | 100.00 | 100.00 |
| 39 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 39 | 100.00 | 100.00 |
| 40 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 40 | 100.00 | 100.00 |
| 41 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 41 | 100.00 | 100.00 |
| 42 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 42 | 100.00 | 100.00 |
| 43 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 43 | 100.00 | 100.00 |
| 44 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 44 | 100.00 | 100.00 |
| 45 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 45 | 100.00 | 100.00 |
| 46 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 46 | 100.00 | 100.00 |
| 47 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 47 | 100.00 | 100.00 |
| 48 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 48 | 100.00 | 100.00 |
| 49 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 49 | 100.00 | 100.00 |
| 50 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 50 | 100.00 | 100.00 |
| 51 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 51 | 100.00 | 100.00 |
| 52 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 52 | 100.00 | 100.00 |
| 53 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 53 | 100.00 | 100.00 |
| 54 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 54 | 100.00 | 100.00 |
| 55 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 55 | 100.00 | 100.00 |
| 56 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 56 | 100.00 | 100.00 |
| 57 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 57 | 100.00 | 100.00 |
| 58 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 58 | 100.00 | 100.00 |
| 59 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 59 | 100.00 | 100.00 |
| 60 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 60 | 100.00 | 100.00 |
| 61 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 61 | 100.00 | 100.00 |
| 62 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 62 | 100.00 | 100.00 |
| 63 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 63 | 100.00 | 100.00 |
| 64 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 64 | 100.00 | 100.00 |
| 65 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 65 | 100.00 | 100.00 |
| 66 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 66 | 100.00 | 100.00 |
| 67 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 67 | 100.00 | 100.00 |
| 68 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 68 | 100.00 | 100.00 |
| 69 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 69 | 100.00 | 100.00 |
| 70 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 70 | 100.00 | 100.00 |
| 71 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 71 | 100.00 | 100.00 |
| 72 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 72 | 100.00 | 100.00 |
| 73 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 73 | 100.00 | 100.00 |
| 74 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 74 | 100.00 | 100.00 |
| 75 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 75 | 100.00 | 100.00 |
| 76 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 76 | 100.00 | 100.00 |
| 77 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 77 | 100.00 | 100.00 |
| 78 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 78 | 100.00 | 100.00 |
| 79 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 79 | 100.00 | 100.00 |
| 80 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 80 | 100.00 | 100.00 |
| 81 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 81 | 100.00 | 100.00 |
| 82 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 82 | 100.00 | 100.00 |
| 83 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 83 | 100.00 | 100.00 |
| 84 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 84 | 100.00 | 100.00 |
| 85 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 85 | 100.00 | 100.00 |
| 86 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 86 | 100.00 | 100.00 |
| 87 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 87 | 100.00 | 100.00 |
| 88 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 88 | 100.00 | 100.00 |
| 89 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 89 | 100.00 | 100.00 |
| 90 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 90 | 100.00 | 100.00 |
| 91 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 91 | 100.00 | 100.00 |
| 92 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 92 | 100.00 | 100.00 |
| 93 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 93 | 100.00 | 100.00 |
| 94 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 94 | 100.00 | 100.00 |
| 95 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 95 | 100.00 | 100.00 |
| 96 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 96 | 100.00 | 100.00 |
| 97 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 97 | 100.00 | 100.00 |
| 98 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 98 | 100.00 | 100.00 |
| 99 | 100.00 | N 0° 00' 00" E 100.00 | 100.00 | 99 | 100.00 | 100.00 |
| 100 | 100.00 | S 0° 00' 00" E 100.00 | 100.00 | 100 | 100.00 | 100.00 |

Filed for registration on 4/14/2015 by J. HALLMAN, CO. and FRED E. WILCOX, JR. in the office of the Register of Deeds, Gaston County, NC. In Book 572, Page 73.

John B. Hallman
Frederic E. Wilcox, Jr.
Deeds to be Registered
Monday

JEANENE HALLMAN WILCOX and
 HUSBAND FRED E. WILCOX
 DEED BOOK 1873 PAGE 752
 TAX ID 11-95-1

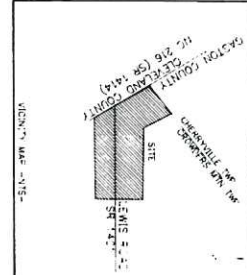
- NOTES**
- 1- SET SHEET TWO OF TWO FOR ALL CERTIFICATIONS AND NOTES
 - 2- ALL LOT CORNERS ARE SET WITH 3/8" IRON REBAR
 - 3- ALL LOTS HAVE BUILDING WINDOWS SET WITH WOODEN STAKES FOR ENVIRONMENTAL HEALTH DEPT.

PROPERTY IS NOT WITHIN 2000' OF ANY ADJACENT MONUMENT
 DEED BOOK 1873 PAGE 752
 NORTH

JEANENE HALLMAN WILCOX and
 HUSBAND FRED E. WILCOX
 DEED BOOK 1873 PAGE 752
 TAX ID 11-95-1

FUTURE DEVELOPMENT

LEWIS FARM ROAD SR (1401)



GILBERT PATTERSON LAWN SERVICES, INC.
 DEED BOOK 1932 PAGE 419
 TAX ID 11-95-2

UNOFFICIAL

COUNTY LINE ROAD
 (PUBLIC 60 R/W)

COUNTY LINE ROAD
 (PUBLIC 60 R/W)

- = CONCRETE CONTROL CORNER
- = EXISTING IRON
- = NEW 5/8" IRON REBAR SET
- X = DEED CORNER

SCALE OF DRAWING IS 1 INCH = 100 FEET

PSD: 970158-1
 PSD: 970158-2
 DWG: 970158-3

REVISED 10-28-97 FINAL PLAT APPROVAL
 REVISED 8-28-97 PRELIMINARY COMMENTS
WILKINS & Associates
 Land Surveying Consultants
 Post Office Box 665
 Mooresville, NC 28115
 Telephone (704) 663 5566

Project # 970158
 Survey Date: 28 AUGUST 97

MAJOR SUBDIVISION
LEWIS FARM ESTATES
 COUNTY LINE ROAD LEWIS FARM ESTATES
 GASTON COUNTY, NORTH CAROLINA



NORTH CAROLINA

GASTON COUNTY

BK 2721 PG 596

DECLARATION OF BUILDING RESTRICTIONS
AND PROTECTIVE COVENANTSRichard Calhoun
American Land Corporation
3126 Milton Rd, Ste 227
Charlotte, NC 28215

THIS DECLARATION OF BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS, made and published this 4th day of November, 1997 by American Land Corporation-Charlotte, Inc. (hereinafter referred to as the "Declarants").

WITNESSETH

THAT WHEREAS, the Declarants are the owners of Lot Number One (1) through Lot Number Forty-one (41) of Phase I of Lewis Farm Estates, said lots lying and being in the Crowder's Mountain Township of Gaston County, North Carolina and being shown on plat thereof recorded in the Office of the Register of Deeds for Gaston County, North Carolina in Plat Book 56 Pages 73 through .

WHEREAS, the Declarants desire to create and impose upon said lots certain building restrictions and protective covenants governing and regulating the use of said lots.

NOW, THEREFORE, the Declarants hereby declare that said lots are subject to the following building restrictions and protective covenants which are established to enhance and protect the value, desirability and attractiveness of said lots.

1. **LAND USE AND BUILDING TYPE.** All lots shall be used for residential purposes only. No structure shall be erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling and customary outbuildings appurtenant thereto. Any garage or accessory structure permitted hereunder shall be so erected that its outward structure and appearance is in keeping with the general architecture of the main dwelling erected or located on said lot. All buildings used to shelter permitted animals shall require written approval from the Declarants.
2. **TRACTOR TRAILERS.** No tractor trailers will be permitted in this subdivision, in combination or singularly, except for routine deliveries.
3. **DWELLING SIZE.** Every residential dwelling which shall be placed upon any lot or tract shall contain not less than 1,200 heated square feet of floor space. The minimum heated floor space herein referred to shall not include basements, attached or detached, garages, unheated storage areas, carports, or open porches of any type or decks. Mobile homes will not be allowed. Modular housing will be allowed.
4. **BUILDING SETBACK LINE REQUIREMENTS.** No conventional residential dwelling or manufactured home shall be located on any lot in said subdivision nearer than thirty (30) feet to the front lot line, nearer than forty (40) feet to the rear lot line, nearer than twenty-five (25) feet to the side street line, or nearer than fifteen (15) feet to any side lot line.
5. **PORCHES AND EAVES.** For the purpose of determining compliance or noncompliance with the foregoing building line requirements, eaves, steps and open porches extending beyond the outside wall of a residential dwelling shall not be considered as a part of the main structure. However, the provisions of this paragraph shall not be construed to authorize or permit encroachment upon any easement or right-of-way or the property of an adjacent owner.

Buyer's Initials: _____

RECORDING FEE 116.00

BK2721 PG597

Lewis Farm Estates - Phase I
Protective and Restrictive Covenants (Cont'd.)
Page Two of Four

6. **EXTERIOR WALLS.** No residential dwelling shall be erected or located on any lot with an exterior of exposed blocks made of concrete, zolite, toughlite or similar material.

7. **DRIVEWAYS.** All driveways and driveway pipes shall be installed and constructed in accordance with those standards established by the North Carolina Department of Transportation for secondary residential streets. This requires galvanized culverts or concrete reinforced culverts in order to meet D.O.T. requirements.

8. **LOT APPEARANCE.** Every lot owner shall keep their property well groomed and maintained, both prior to and after construction.

9. **SUBDIVISION OF LOTS PROHIBITED.** No lot may be subdivided without the prior written consent of the Declarants.

10. **EASEMENTS.** Easements ten (10) feet in width along the front, rear and exterior lot lines and five (5) feet in width along interior side lot lines are reserved for drainage and utility purposes. Other easements are reserved as shown on the recorded plat of said subdivision.

11. **DWELLING PLACED UPON MORE THAN ONE LOT.** In the event any conventional residential dwelling or manufactured home shall be placed upon more than one lot, then the combination of said lots shall be considered as one lot, and these restrictions and covenants shall apply to said lots in combination as if the same were only one lot; and any interior lot line easement which shall affect the construction of a residential dwelling upon the combination of two or more lots, unless then in use, shall be vacated.

12. **UNDERGROUND UTILITIES.** In the construction of a conventional residential dwelling or placement of a manufactured home upon any lot, all telephone and electrical service lines shall be buried underground from the service pole to the residential dwelling at the expense of the owner.

13. **FENCES.** No fence shall be placed or erected on any lot nearer to any street than the minimum building setback line.

14. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed on any lot for use as a residence, either temporarily or permanently.

15. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. This restriction shall not apply to Declarants property sales or subdivision entrance signs.

Buyer's Initials: _____

Page Two of Four

BK 2721 PG 598

Lewis Farm Estates - Phase I
Protective and Restrictive Covenants (Cont'd.)
Page Three of Four

16. **FARM ANIMALS.** No swine or poultry of any kind shall be raised, kept or bred on any lot except dogs, cats or other household pets, provided they shall not be kept, bred or maintained for any commercial purpose. Farm animals (excluding swine and poultry) will be allowed on lots or tracts containing more than two (2) acres, however, only two (2) farm animals per acre will be allowed on qualifying tracts.
17. **NUISANCES.** No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the surrounding lot owners or to the neighborhood.
18. **GARBAGE AND REFUSE DISPOSAL.** No lot may be used as a storage area or maintained as a dumping ground for rubbish, trash, garbage or other refuse. All rubbish, trash, garbage or other refuse shall be kept in sanitary containers, which containers shall be kept in a clean and sanitary condition and shall be screened from public view. All rubbish, trash, garbage or other refuse shall be disposed of outside of the subdivision or removed by county-approved haulers or as otherwise required by county sanitation ordinances.
19. **SEWAGE DISPOSAL.** Each residential dwelling shall be equipped with an approved sanitary septic tank system located and constructed in accordance with the requirements, standards and recommendations of the Gaston County Health Department.
20. **T.V. SATELLITE DISHES.** Television satellite dishes as well as equipment incident thereto may not be located upon any lot except in the rear yard and out of view from the front of the residence.
21. **MOTOR VEHICLES.** No motor vehicle without current registration nor any junk or inoperative vehicles will be allowed to remain for more than thirty (30) days on any lot in said subdivision.
22. **STREET ACCESS.** The Declarants hereby reserve the right to use any of the above-described property owned by them as streets for the purpose of providing access to and from the above-described property or other property owned by the Declarants.
23. **OTHER PROPERTY OF DECLARANTS.** Nothing herein contained shall be construed as imposing any restrictions or covenants on any property of the Declarants other than the property to which these restrictive covenants specifically apply.
24. **DURATION.** These restrictions and covenants shall run with the land and shall be binding upon all parties and persons having or acquiring any right, title or interest in or to any of the lots in said subdivision for a period of twenty-five (25) years from the date of recordation of this instrument, after which date, said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless and until amended or revoked, either in whole or in part, as provided for herein below.

Buyer's Initials: _____

Page Three of Four

BK2721PG599

Lewis Farm Estates - Phase I
Protective and Restrictive Covenants (Cont'd.)
Page Four of Four

25. **AMENDMENT.** These restrictions and covenants may be amended or revoked, either in whole or in part, by an instrument in writing executed by the Declarants and recorded in the Office of the Register of Deeds for Gaston County, North Carolina so long as the Declarants shall still own any lot or lots in said subdivision; and after such time as the Declarants shall no longer own any lot or lots in the said subdivision, any such amendment or revocation may be made and shall be fully enforceable and effective when duly executed by a majority of the then owners of the lots in said subdivision and recorded in the Office of the Register of Deeds for Gaston County, North Carolina. These restrictions shall pertain specifically to Lots One (1) through Forty-one (41) of Phase I of Lewis Farm Estates and shall not pertain to any additional lands owned by Declarants.

26. **ENFORCEMENT.** If any person, firm or corporation shall violate or attempt to violate any of the foregoing restrictions and covenants, it shall be lawful for any other person, firm or corporation owning any of said lots (or any interest therein) to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, either to prevent the violation or to recover damages or other compensation for such violation.

27. **SEVERABILITY.** Invalidation of any one or more of the foregoing restrictions and covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, American Land Corporation-Charlotte, Inc. has caused this instrument to be signed in it's Corporate name by it's President and attested by it's Secretary and sealed with it's Corporate Seal, this the day and year first above written.

DECLARANTS:

 (SEAL)
 American Land Corporation-Charlotte, Inc.
 By: Neal Choquette, President

Attested by:  (SEAL)
 American Land Corporation-Charlotte, Inc.
 Gary Choquette, Secretary

Affix Corporate Seal



Buyer's Initials: _____

Page Four of Four

BK2721PG600

NORTH CAROLINA

MECKLENBURG COUNTY

I, Brenda Kay Cavanaugh, a Notary Public for said County and State, do hereby certify that Gary Choquette personally appeared before me this day and acknowledged that he is Secretary of American Land Corporation - Charlotte, Inc., 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 as its Secretary.

WITNESS my hand and notarial seal, this 4th day of November, 1997.

Brenda Kay Cavanaugh

My Commission Expires: 10-6-98



North Carolina, Dartmouth County

The foregoing certificate of Brenda Kay Cavanaugh Notary Public, of Mecklenburg County, North Carolina is certified to be correct. Presented for registration and recorded this, the 4th day of November, 1997 at 4:40 A.M./p.m. in Book 2721, Page 596.

Alice B. Brown
Register of Deeds

By: Gene J. Robertson, Deputy

11/04/97

| | |
|--------|-----------------|
| DEED | 16.00 |
| TOTAL | 16.00 |
| CHECK | 16.00 |
| CHANGE | 0.00 |
| 06 | 16140 0001 0177 |

UNOFFICIAL

Type: CONSOLIDATED REAL PROPERTY
Recorded: 9/2/2020 11:11:15 AM
Fee Amt: \$52.00 Page 1 of 3
Revenue Tax: \$26.00
Gaston, NC
Susan S. Lockridge Register of Deeds

BK 5152 PG 1067 - 1069

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$26.00

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Thomas J. Wilson, Jr., 212 East Water Street, Lincolnton, NC 28092

This instrument was prepared by: Thomas J. Wilson, Jr., 212 East Water Street, Lincolnton, NC 28092

Brief description for the Index: _____

THIS DEED made this 2nd day of September, 2020, by and between

GRANTOR

Michael L. Efridge and wife,
Pamala J. Efridge
1437 Owls Den Rd.
Lincolnton, NC 28092

GRANTEE

Francisco Salazar
306 Lincoln Street
Belmont, NC 28012

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

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

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

See Attached Exhibit "A"

Subject to Restrictive Covenants as set forth in Deed Book 2721 Page 596 and Deed Book 2724 Page 787.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4246 page 201.
All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 56 page 73-74.

Page 1 of 2

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:

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

By: _____ (Entity Name) _____
Print/Type Name: Michael L. Efridge (SEAL)
By: _____
Print/Type Name: Pamala J. Efridge (SEAL)
By: _____
Print/Type Name: _____ (SEAL)
By: _____
Print/Type Name: _____ (SEAL)

State of North Carolina - County or City of Gaston

I, the undersigned Notary Public of the County or City of Gaston and State aforesaid, certify that Michael L. Efridge and Pamala J. Efridge personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 2nd day of September, 20 20.

My Commission Expires: December 22, 2024
(Affix Seal)

Linda B. Houck
Linda B. Houck Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20 ____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20 ____.

My Commission Expires: _____
(Affix Seal)

Notary Public
Notary's Printed or Typed Name

ATTACHMENT

BEING, all of Lot 14, Lewis Farm Subdivision, as shown on a survey map in Plat Book 56, Page 74 in the office of the Register of Deeds for Gaston County.

Property Address: 1603 Lewis Farm Rd., Kings Mt, NC.

Also known as Tax Parcel #156812.

UNOFFICIAL

Sample

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 6th day of May, 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: 1603 Lewis Farm Road
City: Kings Mountain Zip: 28086

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

County: Gaston, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 14, Block/Section n/a, Subdivision/Condominium Lewis Farm Estates
, as shown on Plat Book/Slide 56 at Page(s) 73

The PIN/PID or other identification number of the Property is: 156812 Acreage: 1.83

Other description: **LEWIS FARM ESTATES L 14 11 094 001 11 000**

Some or all of the Property may be described in Deed Book 5152 at Page 1067

☐ **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 6/6/24 (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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

BUYER:

(SEAL)

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>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: **1603 Lewis Farm Road, Kings Mountain, NC 28086**

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