



**The McLemore  
Group**

## TERMS OF AUCTION

**AUCTION FOR** – Christine Ivanko

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

**AUCTION END DATE** - Monday, May 17<sup>th</sup>, 2024 at 5:00 PM (EST)

**AUCTIONEER** — 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** – 3 Adjacent Lots Totaling 2.22 Acres

Burke County Parcel #s 52495, 52494 & 52496

NC PIN #s 2762713526, 2762713420 & 2762713647

Deed Book: 2692 Page: 500

Deed Book: 2690 Page: 448

00 Pineknoll Drive Hickory, NC 28602

### **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 17<sup>th</sup>. Buyer will close on or before Monday June 17<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 17<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 17<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 17<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 17, 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 17, 2024

@ 5PM EST

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



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Group



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107B N Trade Street P.O. Box 66



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# LOCATION MAP

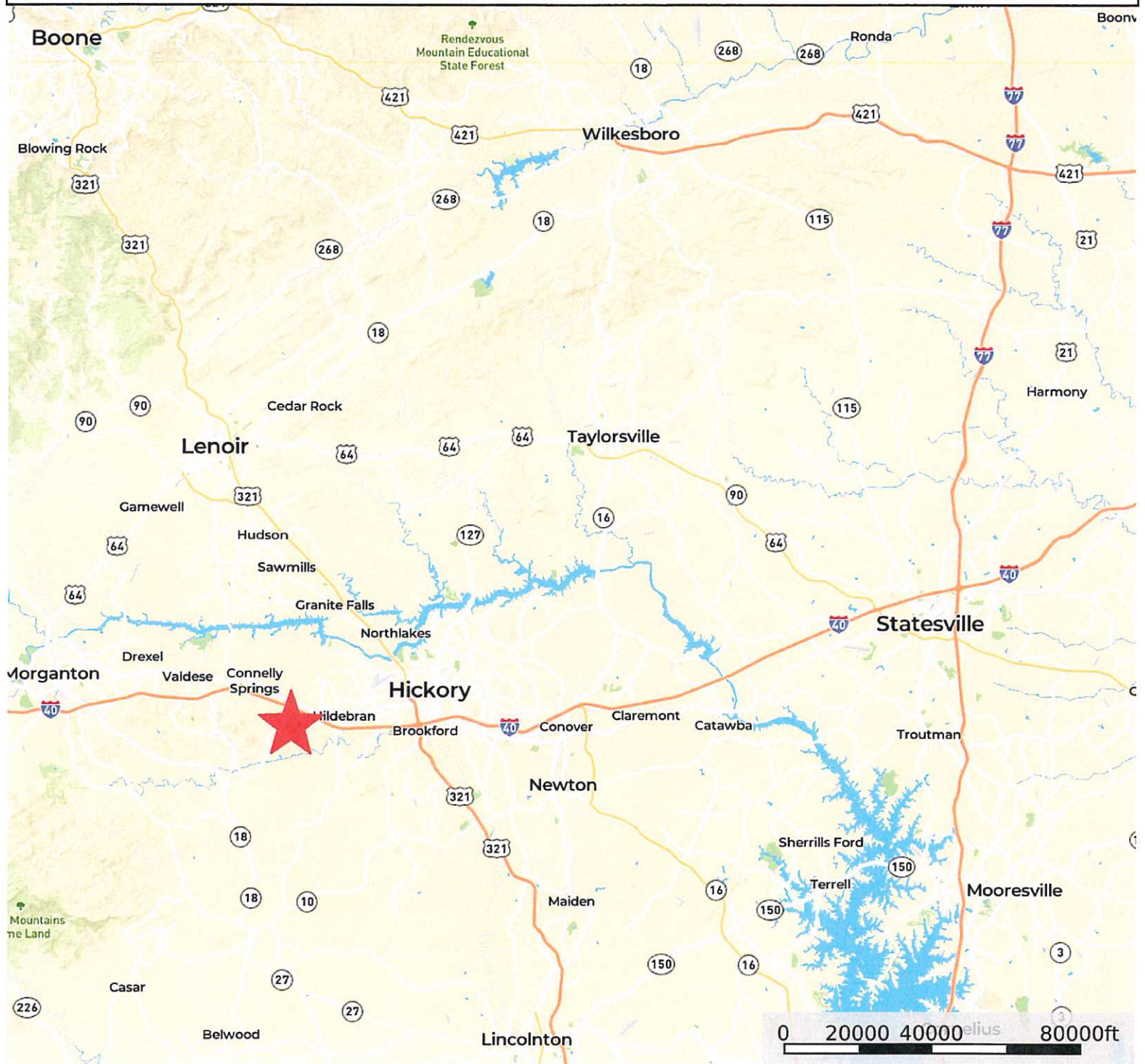
ONLINE ONLY AUCTION, ENDING MAY 17, 2024

@ 5PM EST

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



**The McLemore Group**



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

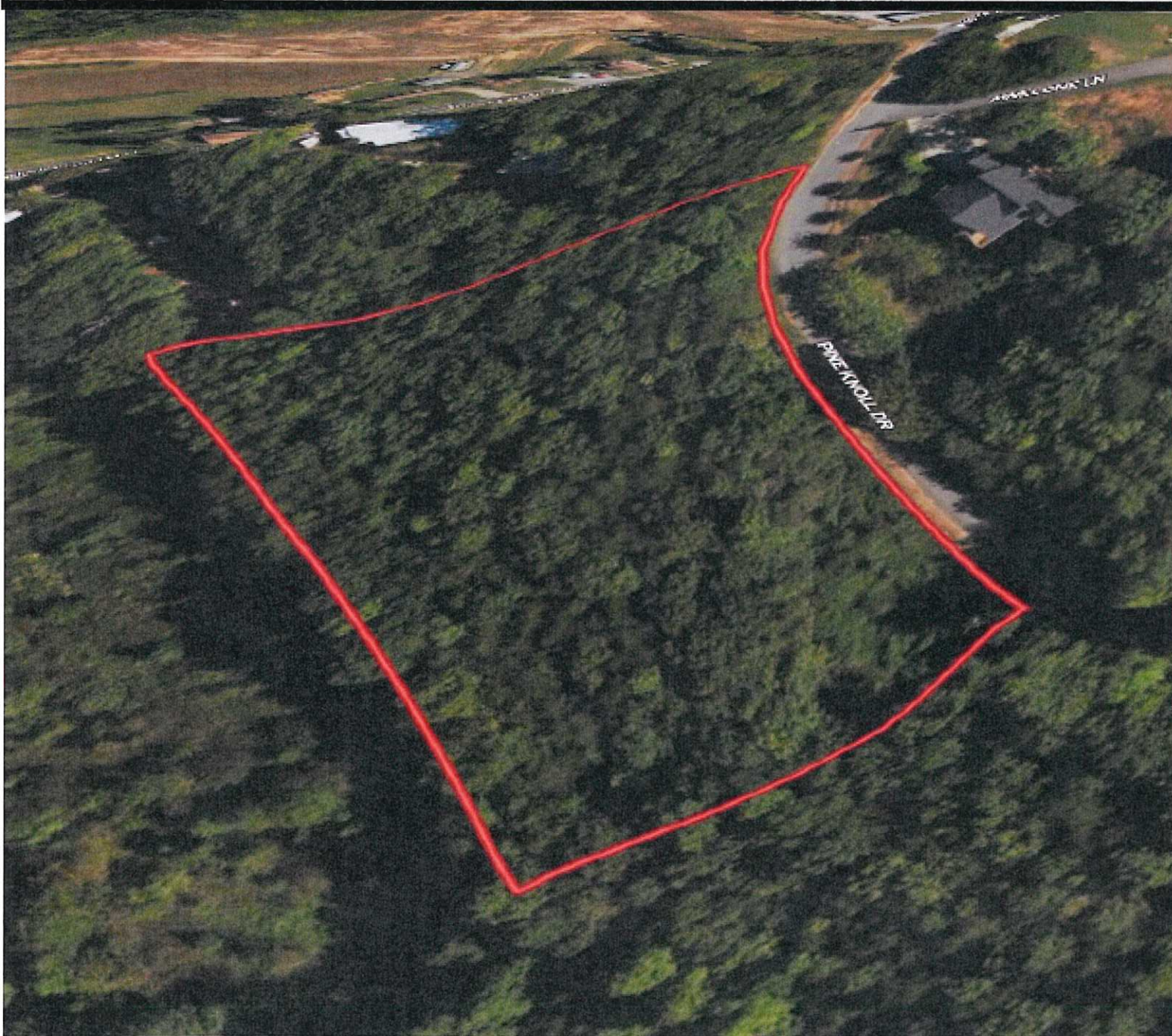
ONLINE ONLY AUCTION, ENDING MAY 17, 2024

@ 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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Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or legal description. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

0 75 150  
Feet

1 inch = 110 feet

1:1,325

March 26, 2024

## Burke County, NC

**Owner:** IVANKO, CHRISTINE  
812 17TH AVE DR SE

HICKORY, NC 28602

**Property Address:** 0 PINEKNOLL DR  
HICKORY 28602  
PROPERTY\_DESC

**PIN:** 2762713647

**PIN EXT:** 000

**REID:** 52496

**Acreage:** 0.65

**Property Value:** \$15,447

**Zoning Juris:** Burke County

**Zoning:** , R-MU

**Scenic Overlay:** No

**Airport Overlay:** No

**I-40 Overlay:** I\_40\_OVERLAY

**Lake Overlay:** No

**Fire District:** , ICARD

**High School:** , East Burke

**Middle School:** , East Burke

**Elem School:** , Icard

**Township:** , ICARD

**Deed Book:** 002692

**Deed Page:** 00500

**Deed Date:** 06/28/2023



### Voter Info

**Precinct:** , 13

**Name:** , Icard 3

**NC House:** , 86

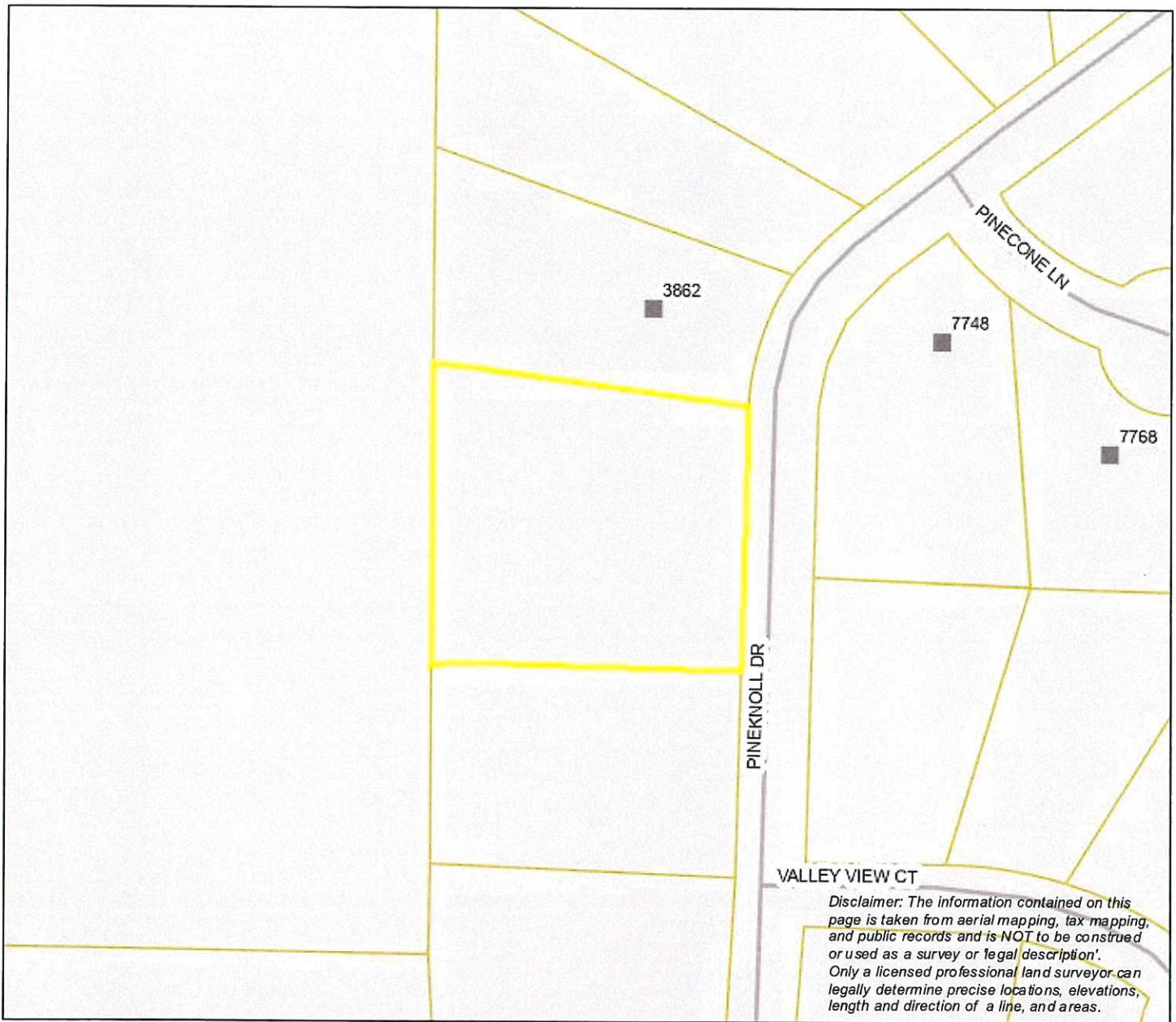
**NC Senate:** , 46

### Water Shed Info

**Stream Name:**

**PCA Class:**

**Class:**



0 75 150  
Feet

1 inch = 110 feet

1:1,325

March 26, 2024

## Burke County, NC

**Owner:** IVANKO, CHRISTINE  
812 17TH AVE DR SE

HICKORY, NC 28602

**Property Address:** 0 PINEKNOLL DR  
HICKORY 28602  
PROPERTY\_DESC

**PIN:** 2762713420

**PIN EXT:** 000

**REID:** 52494

**Acreage:** 0.96

**Property Value:** \$8,162

**Zoning Juris:** Burke County

**Zoning:** , R-MU

**Scenic Overlay:** No

**Airport Overlay:** No

**I-40 Overlay:** I\_40\_OVERLAY

**Lake Overlay:** No

**Fire District:** , ICARD

**High School:** , East Burke

**Middle School:** , East Burke

**Elem School:** , Icard

**Township:** , ICARD

**Deed Book:** 002690

**Deed Page:** 00448

**Deed Date:** 6/19/2023 1:57:06 PM



### Voter Info

**Precinct:** , 13

**Name:** , Icard 3

**NC House:** , 86

**NC Senate:** , 46

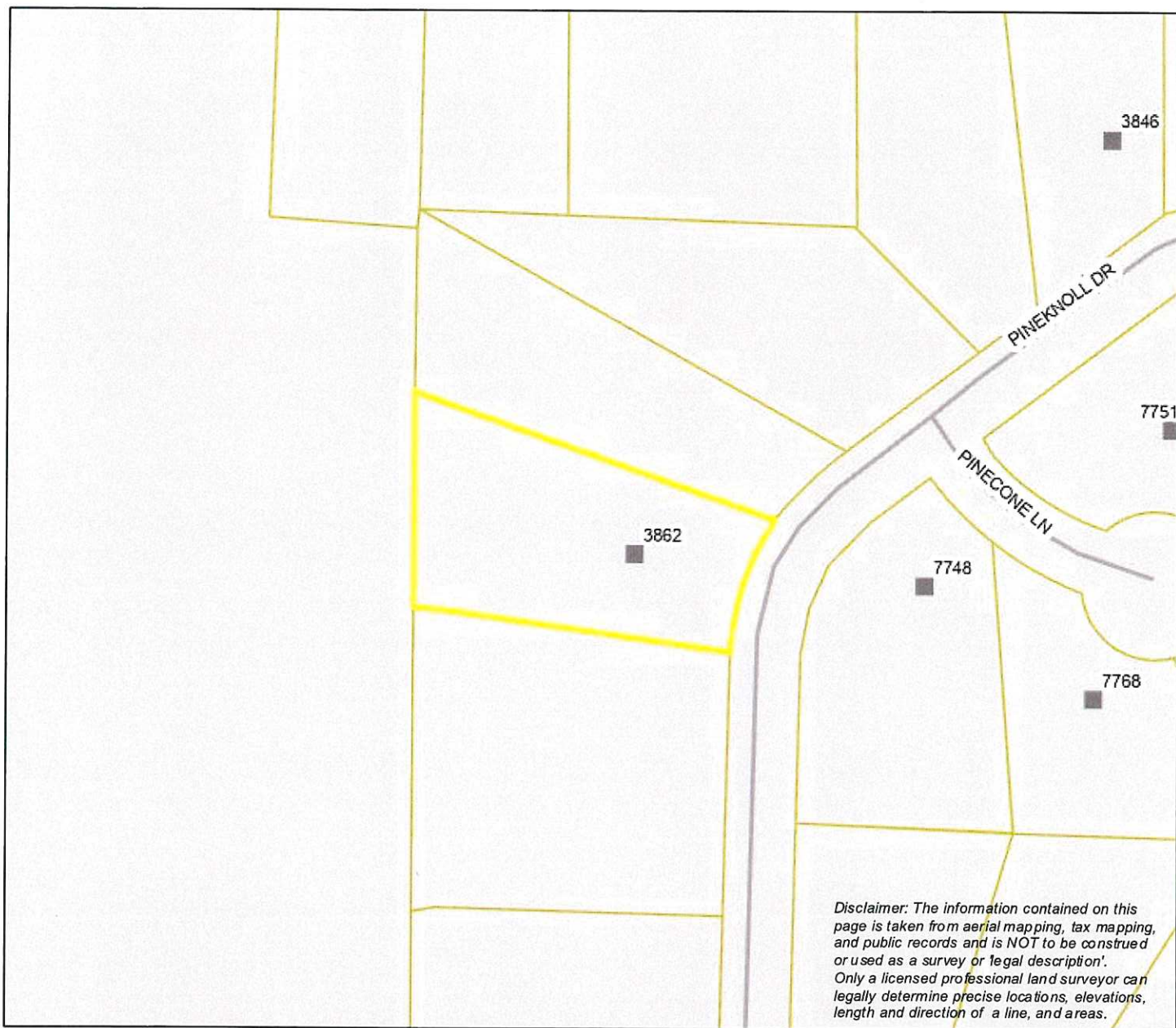
### Water Shed Info

**Stream Name:**

**PCA Class:**

**Class:**





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0 75 150  
Feet

1 inch = 110 feet

1:1,325

March 26, 2024

## Burke County, NC

**Owner:** IVANKO, CHRISTINE  
812 17TH AVE DR SE  
HICKORY, NC 28602

**Property Address:** 3862 PINEKNOLL DR  
HICKORY 28602  
PROPERTY\_DESC  
PIN: 2762713526

**PIN EXT:** 000  
**REID:** 52495

**Acreage:** 0.61  
**Property Value:** \$15,330

**Zoning Juris:** Burke County

**Zoning:** , R-MU

**Scenic Overlay:** No

**Airport Overlay:** No

**I-40 Overlay:** I\_40\_OVERLAY

**Lake Overlay:** No

**Fire District:** , ICARD

**High School:** , East Burke

**Middle School:** , East Burke

**Elem School:** , Icard

**Township:** , ICARD

**Deed Book:** 002690

**Deed Page:** 00448

**Deed Date:** 06/19/2023



### Voter Info

**Precinct:** , 13

**Name:** , Icard 3

**NC House:** , 86

**NC Senate:** , 46

### Water Shed Info

**Stream Name:**

**PCA Class:**

**Class:**











BK 2692 PG 500 - 501 (2) DOC# 2023005932  
This Document eRecorded: 06/28/2023 02:45:01 PM  
Fee: \$26.00 Tax: \$0.00  
Burke County, North Carolina  
Stephanie A. Norman, Register of Deeds

This certifies that there are no delinquent ad valorem,  
Taxes, or other taxes which the Burke County Tax  
Collector is charged with collecting, that are a lien on:  
Parcel identification number: 2762713647  
This is not a certification that Burke County  
Parcel Identification Number Matches this deed  
Description.

JOHN BRIDGERS KM  
TAX COLLECTOR CLERK Date: 06/28/2023

**Excise Tax \$ No money involved**

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By \_\_\_\_\_  
This property does not include the primary residence of the Grantor. This is in accordance with NCGS: 105-  
228.32 & 105-317.2

Mail after recording to **ROBERT E. HODGES, 203 East Union Street, Morganton, NC 28655**  
This instrument was prepared by: **Robert E. Hodges, Attorney, 203 East Union Street, Morganton, NC 28655**

Brief Description for the Index

Lots 29, Plat Book 12, Page 277

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made **June 23, 2023**, by and between

**GRANTOR**  
  
**RANDY HULLETTE, divorced and  
not remarried**  
  
**19 River Dr  
Granite Falls, NC 28630**

**GRANTEE**  
  
**CHRISTINE IVANKO**  
  
**812 17<sup>th</sup> Ave Dr SE  
Hickory, NC 28602**

Enter in appropriate block for each party: name, 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 or parcel of land situated in, Icard Township, Burke County, North Carolina and more particularly described as follows:

**BEING** all of Lot 29 of Pine Knoll Subdivision, as same is shown on plat thereof, recorded in Plat Book 12 at Page 277 in the Office of the Register of Deeds for Burke County, North Carolina. This conveyance is made subject to those certain restrictions as recorded in Book 905, Page 1259, Burke County Registry.

**BACK REFERENCE:** Book 2463, Page 964, Burke County Registry.

**BURKE COUNTY TAX REID# 52496, PIN# 2762713647**  
**Property Address: 0 Pineknoll DR Hickory, NC 28602**

Submitted electronically by "Grimm Paralegal Services"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Burke County Register of Deeds.

THIS INSTRUMENT WAS PREPARED WITHOUT EXAMINATION OR REVIEW OF TITLE TO THE ABOVE DESCRIBED PROPERTY AND NO CERTIFICATION IS BEING EXPRESSED BY THE DRAFTING ATTORNEY.

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.

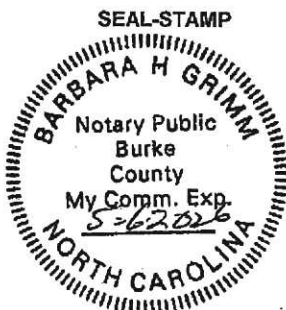
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons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

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

Easements, rights of way, and restrictions of record, if any; and utility lines in existence under and over the subject property, if any.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

 (SEAL)  
RANDY HULLETTE



NORTH CAROLINA, **Burke** County.

I, **Barbara H. Grimm**, a Notary Public of the County and State aforesaid, certify that **RANDY HULLETTE**, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 23 day of June, 2023  
My commission expires: 5-6-2026

 Notary Public



BK 2690 PG 448 - 449 (2) DOC# 2023005532  
This Document eRecorded: 06/19/2023 01:57:06 PM  
Fee: \$26.00 Tax: \$0.00  
Burke County, North Carolina  
Stephanie A. Norman, Register of Deeds

This certifies that there are no delinquent ad valorem,  
Taxes, or other taxes which the Burke County Tax  
Collector is charged with collecting, that are a lien on:  
Parcel identification number: 2762713420  
This is not a certification that Burke County  
Parcel Identification Number Matches this deed  
Description.

2762713526 DS Date: 06/19/2023  
JOHN BRIDGERS  
TAX COLLECTOR CLERK

**Excise Tax \$ No money involved**

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By \_\_\_\_\_  
This property does not include the primary residence of the Grantor. This is in accordance with NCGS: 105-  
228.32 & 105-317.2

Mail after recording to **ROBERT E. HODGES, 203 East Union Street, Morganton, NC 28655**  
This instrument was prepared by: **Robert E. Hodges, Attorney, 203 East Union Street, Morganton, NC 28655**  
Brief Description for the Index **Lots 27 and 28 Plat Book 12, Page 277**

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made **June 16, 2023**, by and between:

**GRANTOR**  
  
**RANDY HULLETTE, divorced and  
not remarried**  
  
**19 River Dr  
Granite Falls, NC 28630**

**GRANTEE**  
  
**CHRISTINE IVANKO**  
  
**812 17<sup>th</sup> Ave Dr SE  
Hickory, NC 28602**

Enter in appropriate block for each party: name, 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 or parcel of land situated in, Icard Township, Burke County, North Carolina and more particularly described as follows:

**BEING** all of Lots 27 and 28 of Pine Knoll Subdivision, as same is shown on plat thereof, recorded in Plat Book 12 at Page 277 in the Office of the Register of Deeds for Burke County, North Carolina. This conveyance is made subject to those certain restrictions as recorded in Book 905, Page 1259, Burke County Registry.

**BACK REFERENCE:** Book 2463, Page 964, Burke County Registry.

**BURKE COUNTY TAX REID# 52494 and 52495. PIN# 2762713420 and 2762713526**  
**Property Address: 0 and 3862 Pineknoll DR Hickory, NC 28602**

submitted electronically by "Grimm Paralegal Services"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Burke County Register of Deeds.



THIS INSTRUMENT WAS PREPARED WITHOUT EXAMINATION OR REVIEW OF TITLE TO THE ABOVE DESCRIBED PROPERTY AND NO CERTIFICATION IS BEING EXPRESSED BY THE DRAFTING ATTORNEY.

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 except for the exceptions hereinafter stated.

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

Easements, rights of way, and restrictions of record, if any; and utility lines in existence under and over the subject property, if any.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

 (SEAL)  
RANDY HULLETTE

SEAL-STAMP



NORTH CAROLINA, Burke County.

I, Barbara H. Grimm, a Notary Public of the County and State aforesaid, certify that RANDY HULLETTE, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 14 day of June, 2063

My commission expires: 5-6-2026

Barbara H. Grimm Notary Public





# 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Buyer Initials			
<u>                    </u> 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials			
<u>                    </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"/>	
Buyer Initials			
<u>                    </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"/>
Buyer Initials			
<u>                    </u> 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials			
<u>                    </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"/>	
Buyer Initials			

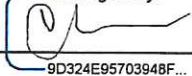
## Note to Purchasers

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: 3862 Pineknoll Drive, Hickory, NC 28602

Owner's Name(s): Christine Ivanko

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:  **Christine Ivanko** Date 4/4/2024

Owner Signature: 9D324E95703948F... 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



*\* Restrictions \**

147 157

*Book 905* FILED *Page 1259*

BURKE COUNTY NC  
07/29/98 3:31 PM  
ELIZABETH COOPER  
Register Of Deeds

NORTH CAROLINA

BURKE COUNTY

By: *Shirley B. McCurry* Deputy/Adm.

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 29 day of July, 1998, by L & R Greenhill Properties, Inc., of the State of North Carolina, having its principal office in Burke County, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, L & R Greenhill Properties, Inc. is the owner of the Subdivision known as PineKnoll Subdivision, being a subdivision of the property acquired in Deed recorded in Book 898, Page 1077 designated as Lots 1 through 43, said subdivision being more particularly described in plat recorded in Map Book 12, Page 277, in the office of the Register of Deeds of Burke County, North Carolina;

THAT WHEREAS, it is to the best interest, benefit and advantage of L & R Greenhill Properties, Inc. and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits derived by L & R Greenhill Properties, Inc., and each and every subsequent owner of any of the lots in said subdivision, said L & R Greenhill Properties, Inc. does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons owning any of said lots until the expiration of 25 years from the date of the recordation hereof, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to wit:

1. Said lots shall be used for residential purposes only, and not as access to adjacent property.
2. Only one single family residence shall be erected or allowed to remain on said lot.
3. No single family residence which contains less than 1,200 sq. ft. of heated floor space exclusive of garage, basement, or other auxiliary structure shall be erected on the lot. Any 2 story residence must contain a total of not less than 1,600 sq. ft. of heated floor space exclusive of garage, basement, or other auxiliary structure. No carports permitted, either a single or double garage allowed.
4. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line, except that a two foot side yard shall be required from a garage or other permitted accessory building located 60 feet or more from the front minimum building setback line. No dwelling shall be located on any lot nearer than 25 feet from the back lot line.
5. No part of said lot shall be used for any type of business, manufacturing, commercial, or apartment house purposes. No trade or business and no obnoxious 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.

07/29/98 12:59



177 178

6. No trailer, basement, tent, shack, garage, or other outbuilding erected on the residential lot shall be, at any time, used as a residence, temporarily or permanently, nor shall any residence be moved onto a building lot in the subdivision.

7. No mobile home or modular home shall be allowed on any lot in this subdivision. All residential structures must be on-site constructed.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except 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 and shall be stored in an area that cannot be seen from the street.

9. All homes constructed in this subdivision shall be principally of brick, stucco, stone, wood, or vinyl siding. No cement or cinder blocks shall appear above ground level.

10. No chain link fences shall be permitted upon any lot.

11. No outbuilding shall be permitted upon any lot until approved by the building inspector and shall be made of the same material and of principally the same design as the principal residence erected on said lot.

12. Any lot which has constructed thereon a single family residence shall have a hard surface driveway principally constructed of asphalt or concrete leading from the edge of the hard surface state maintained road onto the said lot.

13. Any satellite dish must be placed in the rear area of the lot. No antenna tower separate from a house shall exceed 20 ft. in height.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five 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.

15. No derelict or inoperable motor vehicles, which is open to the view of the public shall be abandoned or left on any tract.

16. Any structure to be built on a lot in this subdivision shall first be approved by the developer. This requires submittal of a plan prior to groundbreaking, with approval or disapproval to be given within 10 days. The decision of the developer shall be final on all plan approval requests.

17. If the parties hereto, or any of their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, firm, or corporation owning any real property situated in said subdivision as shown on said plat, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other remedies for such violation.

18. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

UNSUBST. 11.00



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19. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear twelve feet and side six feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

20. No animal, livestock or poultry of any kind shall be raised, bred, or kept upon any lot, except that no more than two (2) dogs and/or cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and must be confined to the subject property of the owner. All outside pets must be contained and maintained by invisible electronic fencing.

21. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

22. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said L & R Greenhill Properties, Inc., has caused these to be executed in its name and its seal to be hereunto affixed on the day and year first above written.

L & R GREENHILL PROPERTIES, INC.

BY: Leonard W. Greenhill, Sr.  
LEONARD W. GREENHILL, SR., President

**Attest:**

Rosalie Y. Greenhill  
ROSALIE Y. GREENHILL, Secretary

YEP LFI

NORTH CAROLINA

BURKE COUNTY

**NOTARY ACKNOWLEDGEMENT**

I, G. REDMOND DILL, JR., Notary Public, do hereby certify that ROSALIE Y. GREENHILL, personally came before me this day and acknowledged that she is \_\_\_\_\_ Secretary of L & R Greenhill Properties, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing Protective Covenants was signed in its name by its President, sealed with its corporate seal and attested by herself at its \_\_\_\_\_ Secretary.

Witness my hand and notarial seal, this the 29 day of July, 1998.



My Commission Expires: 1/25/99

Notary Public

STATE OF NORTH CAROLINA

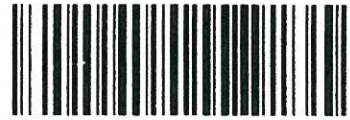
COUNTY OF BURKE

The foregoing certificates of G. REDMOND DILL, JR., a Notary Public of Burke County, NC are certified to be correct. This instrument was presented for registration this the 29 day of July, 1998 at 3:31 A.M. (P.M.) and duly recorded in the office of the Register of Deeds of Burke County, North Carolina in Book 905 Page 1259. This the 29 day of July, 1998.

Elizabeth J. Cooper  
REGISTER OF DEEDS

BY: Shirley B. McCune  
ASSISTANT, DEPUTY REGISTER OF DEEDS





INSTRUMENT # 2021028180

FOR REGISTRATION REGISTER OF DEEDS  
Stephanie A. Norman  
Burke County, NC

11/23/2022 at 05:01:35 PM

Book 2658 Page 68 (20)

FEE: \$66.00

INSTRUMENT # 2021028180

NORTH CAROLINA

BURKE COUNTY

AMENDMENT TO  
RESTRICTIVE COVENANTS  
PINEKNOLL SUBDIVISION

*This instrument prepared by Thomas N. Hannah, Attorney at Law, Hickory, NC.*

THIS AMENDMENT to Restrictive Covenants of Pineknoll Subdivision is made the 23 day of November, 2022 by the undersigned named Lot owners of Pineknoll Subdivision as recorded in Plat Book 12 Page 277 Burke County Registry:

~~Angelica Maria Avila-Lopez and Alma Herrera Avila;~~ Cory Canter and Miranda H. Canter; Jennifer M. Ahrens and Kyle T. Ahrens; William Dale Duckworth and Monica H. Duckworth; Kenneth H. Gutermuth, Jr. and Debra Gutermuth; ~~Christopher Huffman and Barbara Huffman;~~ ~~Randy Gene Hullette;~~ Gerald A. Hyde and Heidi B. Hyde; ~~Edna E. Keith and Daniel E. Fortner;~~ Herman B. Long and Elizabeth Z Long; Fong Lor and Elizabeth Thao; ~~Gary W. Murry and Sharon G. Murry;~~ Justin Tyler Parlier and Ashley S. Parlier; James E. Peugh and Alice Faye Peugh; Dean J. Schwery; ~~David Franklin Shook and Linda Lowman Shook;~~ Jamie Shook Oliver; Kelly Harrison Shook; Rudy E. Stine and Paula Rhoney Stine; Cheng Xeng Thor and Susan Lo Thor; Harold M. Weaver and Vicka B. Weaver; and Michael Brent Clark, Jr. and Angela Watson Clark.

WITNESSETH

That whereas Pineknoll Subdivision is recorded in Plat Book 12, Page 277 Burke County Registry;

That whereas a Declaration of Protective Covenants is recorded in Book 905, Page 1259 Burke County Registry;

That whereas said Covenants provide for amendment by a majority of Lot owners;

That whereas the owners of said Lots are as follows:

That whereas Lots 2, 22, 35 and 37 through and including 43 are not serviced by the streets within the subdivision;

That whereas the affected Lot owners have voted to amend said covenants to provide for current and future maintenance of dedicated streets within the subdivision;

That whereas the affected owners represent 79% of the total Lot owners and 100% of the affected Lot owners;

That whereas the Lot owners have voted to create a nonprofit entity to be known as "The Pineknoll Subdivision Street Maintenance Association";

NOW, THEREFORE, for and in consideration of the mutual promises and benefits of the Lot owners, the covenants are hereby amended and modified as follows: for Lots 1, 3 through 21, 23 through 34 and Lot 36. The remaining Lots in said subdivision shall not be affected hereby;

1. That the affected Lot owners shall be members of "The Pineknoll Subdivision Street Maintenance Association" hereinafter the Association.
2. That each Lot owner shall be entitled to one (1) vote for each Lot owned. If any lots shall be merged into a single lot for all purposes, said resulting lot shall be entitled to one (1) vote only and shall be treated as one lot for any assessments.
3. That the Association shall have four (4) officers, President, Vice-President, Secretary and Treasurer. The President and in its absence the Vice-President shall preside over all meetings. The Secretary shall be responsible for maintaining and recording all meeting minutes and providing all notices. The Treasurer shall maintain all financial records. All financial transactions shall require authority of any two officers .
4. The Association shall be governed by a Board of Directors consisting of a minimum of five (5) Directors elected by a majority of the members and who must also be members of the Association.
5. That the Association shall be responsible for conducting all business related to street maintenance, collection and enforcement of assessments, hiring and overseeing contracted work, maintaining bank accounts and records.
6. That said governing members shall not be individually or collectively liable for the performance of work absent gross negligence.
7. That all Lot owners shall meet annually to review and adopt an assessment and maintenance plan.
8. That all affected Lot owners shall meet immediately following the execution and recording of this Amendment to establish an initial assessment per Lot owned, to undertake current immediate maintenance repair needs, to elect a Board of Directors and Officers of the Association..
9. That maintenance of said streets shall include providing for snow and debris removal.
10. That the streets affected by this amendment and modification shall be Pineknoll Drive, Pinecone Lane and Valley View Court.
11. Regular annual assessments shall be determined on a calendar year basis for the period from January 1 through December 31 of each year. For each calendar year the Board shall adopt a budget and fix the amount and due date of the regular annual assessment at least 60 days in advance of each assessment year. Within 30 days after the adoption of the budget the Board



shall provide to all of the Members a summary of the budget and notice of a meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Members to consider ratification of the budget, such meeting to be held not less than 10 nor more than 30 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified if accepted by majority of lot owners attending the meeting. In the event the proposed budget and assessment is rejected, the budget and assessment for the previous year shall be continued until such time as the Members ratify a subsequent budget proposed by the Board of Directors. If the Board fails to so fix the regular annual assessment, the assessment applicable for the previous year shall remain in effect until the Board shall fix a new regular annual assessment. Regular annual assessments shall be payable annually on the first day of January or at such other time as the Board may fix. The Association shall, upon demand and for a reasonable charge, furnish to any person having a legitimate interest, a certificate signed by an officer of the Association stating whether the regular annual assessment and special assessments, if any, on a specified Lot have been paid, if not, the amount due. No budget may be increased by more than fifteen percent (15%) over the previous years budget without the approval of the majority of the members attending the meeting.

12. If for any reason the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate or if the Board shall determine that it is in the best interest of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board may levy a special assessment against the Owners of all Lots other than the Declarant, provided that any such assessment may not be levied without the approval of sixty-seven percent (67%) of the votes of each class of Members voting in person or by proxy at a meeting duly called for this purpose.
13. Each annual or special assessment, together with any late charges, interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the owner of the Lot at the time such assessment was levied. If more than one person held an ownership interest in the Lot at such time, the personal obligation to pay such assessment shall be both joint and several. The personal obligation for delinquent assessments shall pass to such Owner's heirs and personal representative, but shall not pass to such Owner's assigns unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligation. No Owner may exempt himself from payment of assessments by waiver of use or by non-use of the Common Area or by abandonment or leasing of his Lot.
14. Any such assessment levied against a Lot remaining unpaid for a period of 30 days or longer shall constitute a lien upon that Lot when the Association files a claim of lien in the Office of the Clerk of Superior Court of Burke County. The lien provided for herein shall be prior to all other liens and encumbrances except (a) liens and encumbrances recorded before the docketing of the claim of lien for unpaid assessments, (b) liens for real estate taxes and other governmental assessments and charges against the Lot, and (c) the lien of any first Mortgage on the Lot. The lien may be enforced by foreclosure pursuant to Section 47-3-116 of the Act or any other manner allowed by law.
15. Road Maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above-mentioned road. Each parcel owner's share of costs incurred shall be determined as follows:

100% of administrative costs shall be divided equally among the parcels. Examples of this include attorney fees, corporate filings and the like.

Of the remaining costs 80% will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist; 20% of the remaining costs will be equally applied to each parcel.

All of the provisions of this Declaration shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of all parties having any right, title and interest in the Property or any part thereof and their heirs, successors and assigns.

**IN WITNESS WHEREOF**, the undersigned have caused this Declaration to be signed and to be effective upon recording.

*Signatures and acknowledgements appear on the following pages*



\*Sample\*

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 17th day of May, 2024, by and between  
TBD ("Buyer"), and  
Christine Ivanko ("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 Pineknoll Drive Lots 27-29  
City: Hickory Zip: 28602

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

County: Burke, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 27-29, Block/Section 1, Subdivision/Condominium Pineknoll  
as shown on Plat Book/Slide 12 at Page(s) 277

The PIN/PID or other identification number of the Property is: 2762713526, 2762713420 & 2762713647 Acreage: 2.22

Other description: n/a

Some or all of the Property may be described in Deed Book 2690; 2692 at Page 448; 500

☐ **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: n/a

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

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: n/a





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

4. **PURCHASE PRICE:** The purchase price of the Property is \$ TBD and shall be paid in US dollars. 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 6/17/24 (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 Land**

(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]

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

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

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

**BUYER:**

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

**TBD**

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

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

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

Entity Buyer:

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

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

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

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

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

**SELLER:**

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

**Christine Ivanko**

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

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

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

Entity Seller:

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

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

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

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

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



## WIRE FRAUD WARNING

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

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

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

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

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

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

Escrow Agent: 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: Kayla Carder Real Estate License #: 306169  
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (704)608-1961 Fax #: 704-817-2544 Email: kayla@themclemoregroup.com

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

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