



Big6 Properties

**Blue Ridge Land
& Auction Co., Inc**

Online Auction Bidders Agreement

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

AUCTION FOR – Raleigh J Pearson

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, June 12th, 2025 at 4 PM

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

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

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

AUCTIONEER / BROKER – Sharon Roseman (Broker / Auctioneer) of United Country – Big6 Properties located at 153 NC-16, Taylorsville, NC 28681 (828-632-2446), (m 828-320-4726) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Parcel ID 0010047; PIN 3759 67 5846; Tax District 151 – City of Taylorsville; Legal Desc: MAIN AVE DR SE TAY MUSIC; Deed: 1998 – 0388/0631

Address:

60 Main Ave Dr., Taylorsville, NC 28681

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 12th, 2025 at 4 PM (EST)**

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

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

auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with Auctioneer Sharon Roseman at (828) 320-4726.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction/Big 6 Properties** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction/Big6

Properties no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

- 9) **Closing:** Closing shall be on or before **Monday, July 28th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country| Blue Ridge Land & Auction/Big6 Properties, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge

that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to NC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating NC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

**Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA**

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

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

**Sharon Roseman – United Country Big6 Properties
Owner, Real Estate Broker, Auctioneer**

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

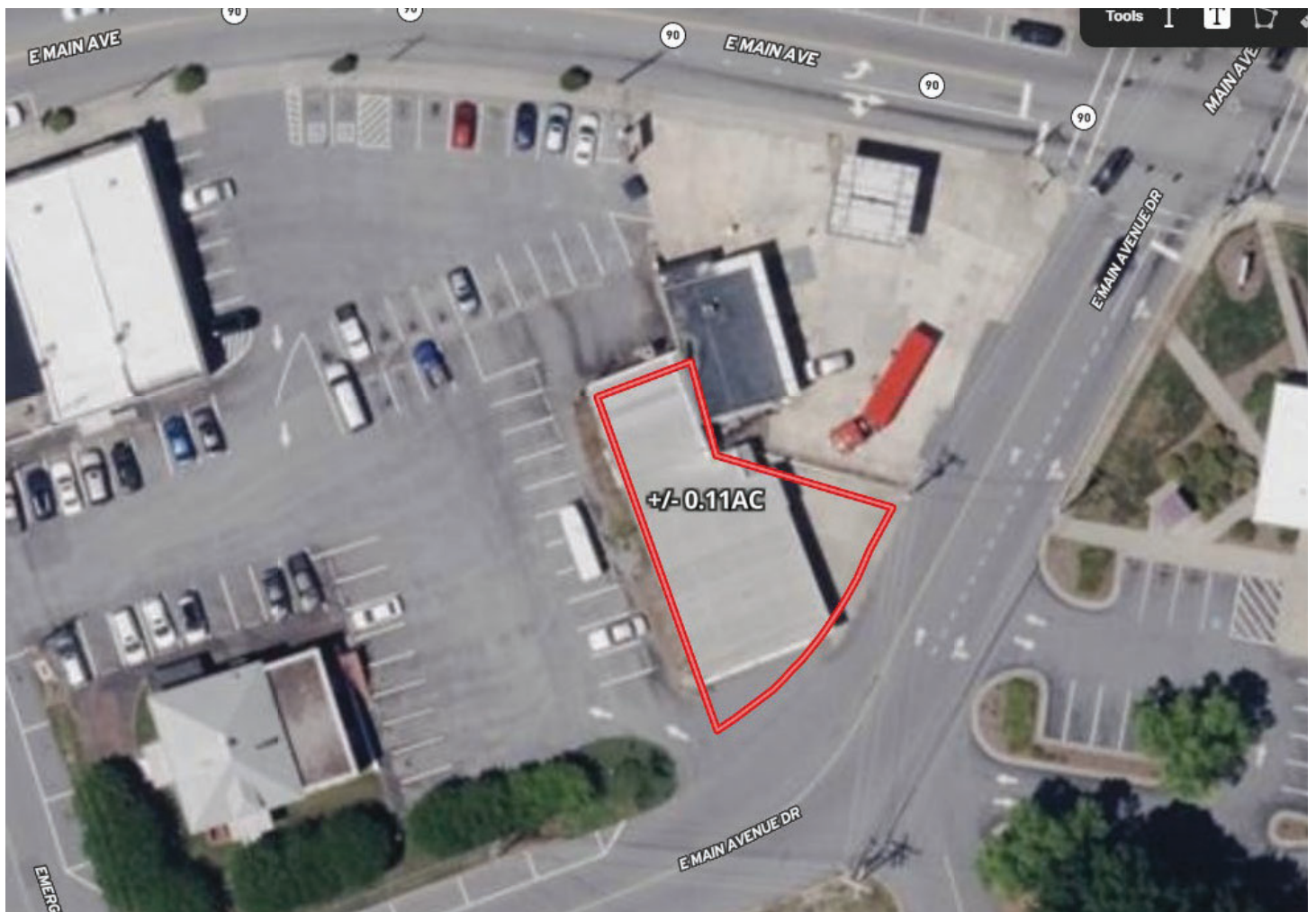
828-320-4726

License #'s

North Carolina Broker License #	229274
North Carolina Real Estate Firm License #	C31790
North Carolina Auctioneer License #	10467
North Carolina Auction Firm License #	10471
Tennessee Broker License #	376536
Tennessee Real Estate Firm License #	266348

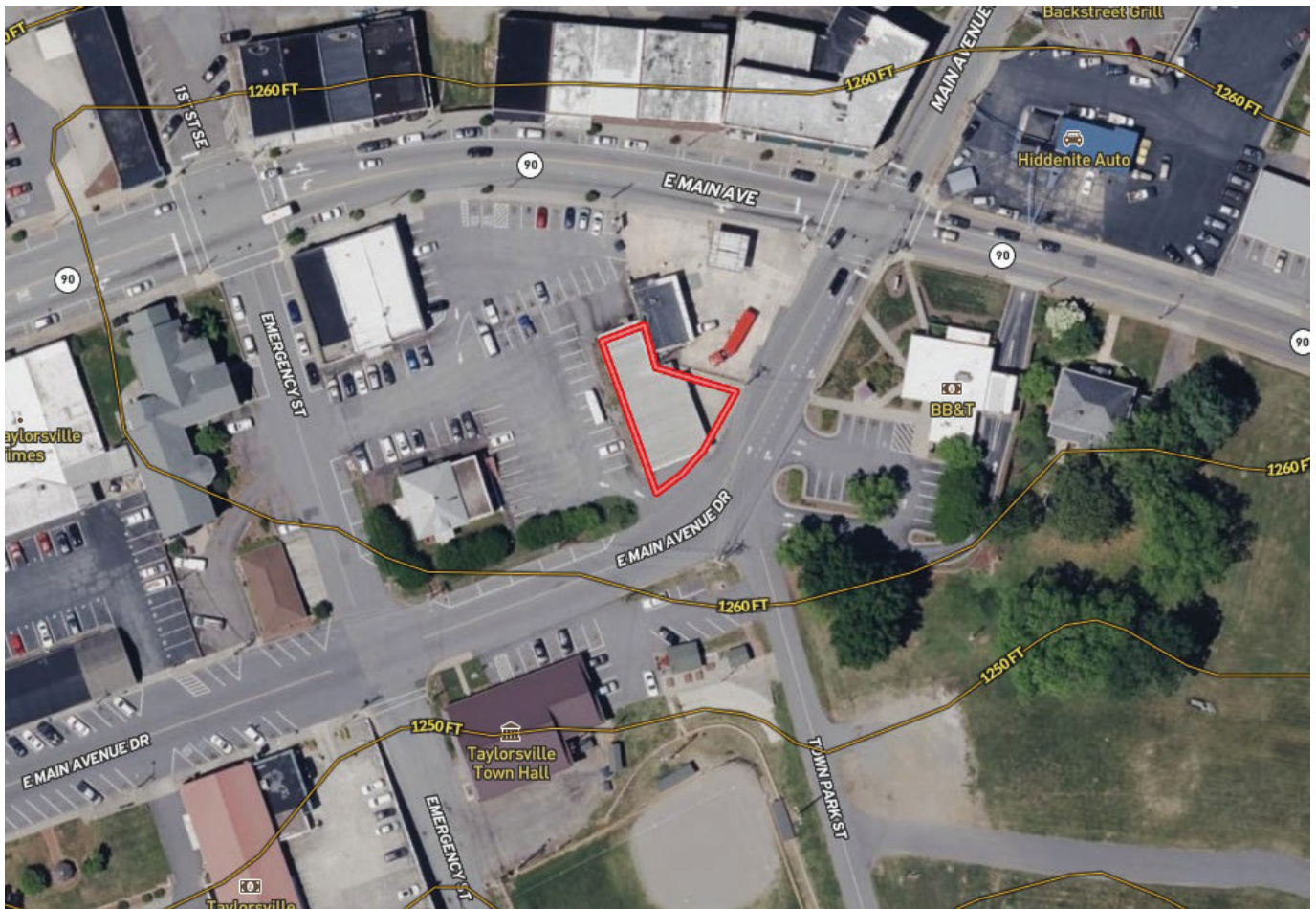


Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****

Contour



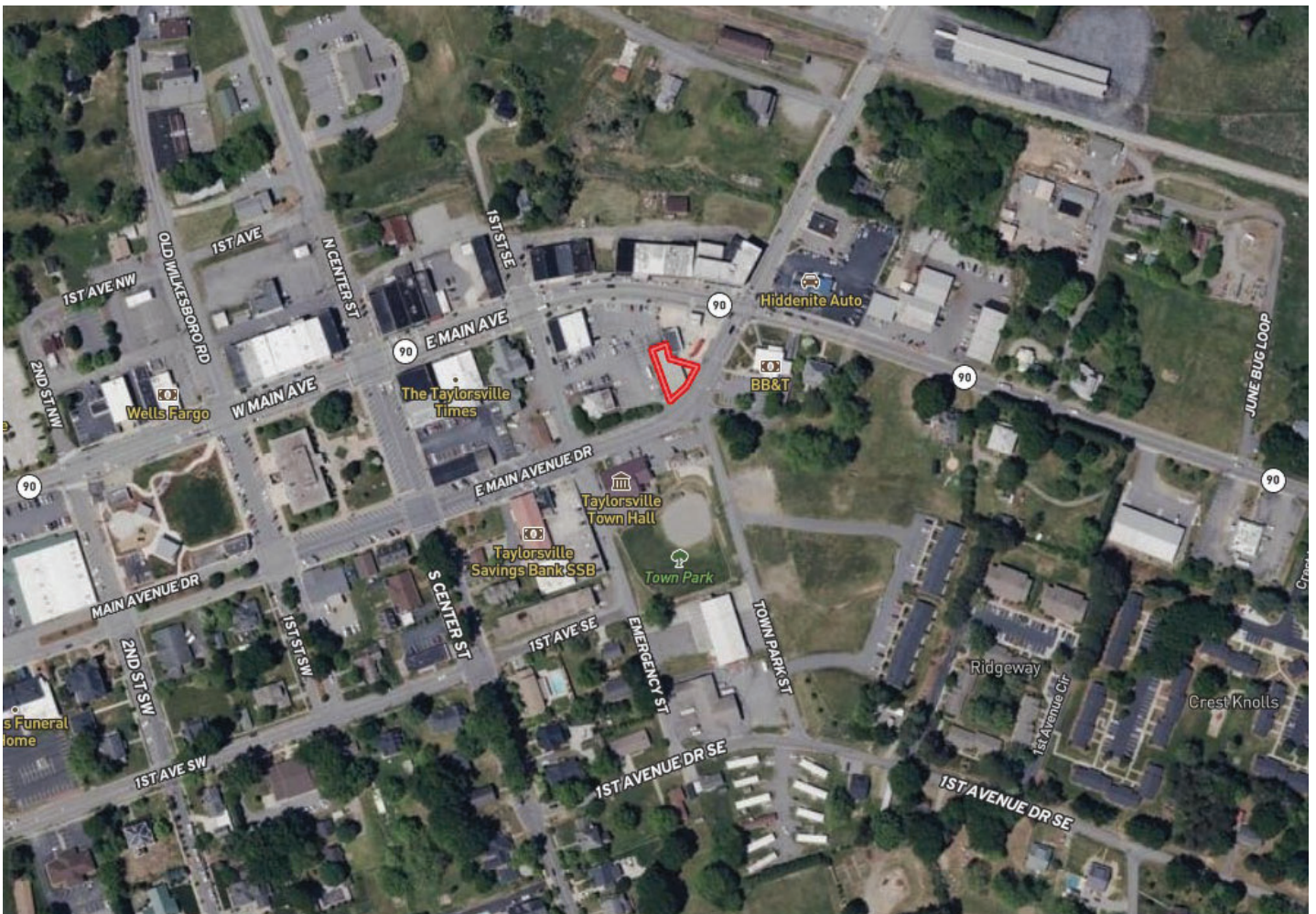
**** Aerial and contour map show approximate boundaries. Use for illustration purposes only.****



Neighborhood

60 Main Ave Dr.,

Taylorsville, NC 28681

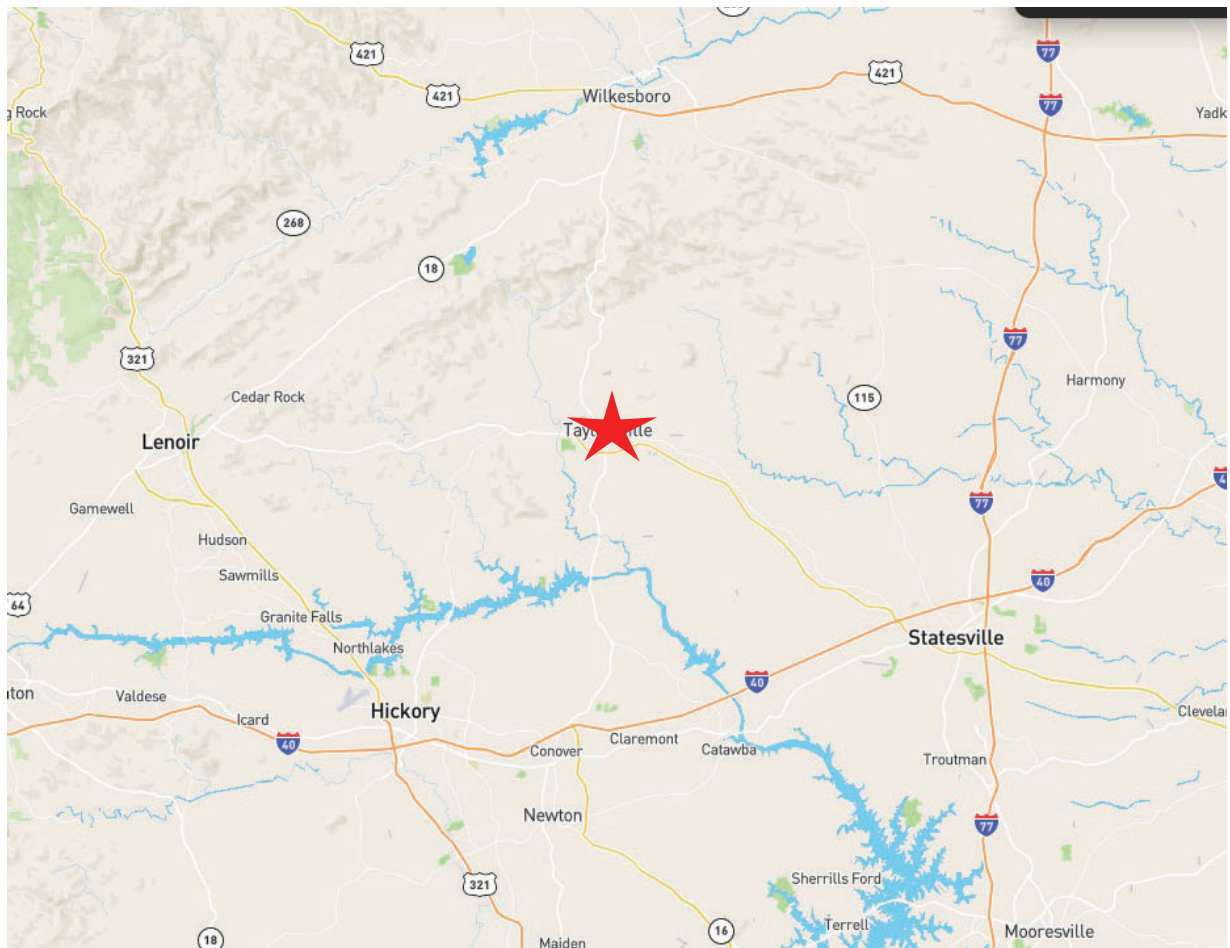




Location

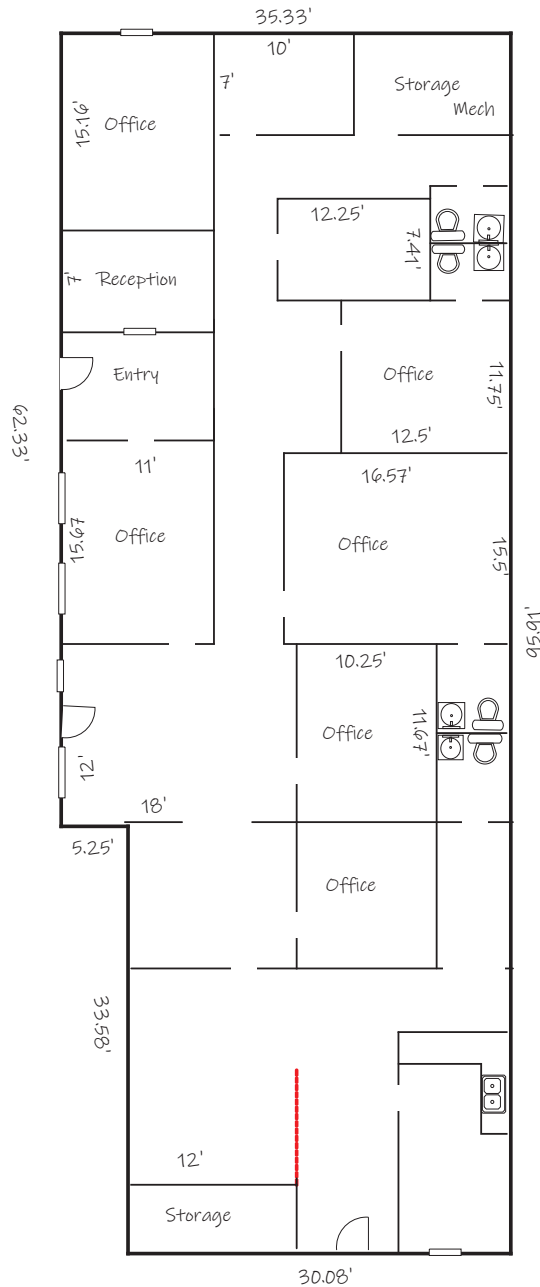
60 Main Ave Dr.,

Taylorsville, NC 28681



Building Sketch

Borrower			
Property Address	58/60 Main Avenue Dr SE		
City	Taylorsville	County	State NC Zip Code 28681
Lender/Client			



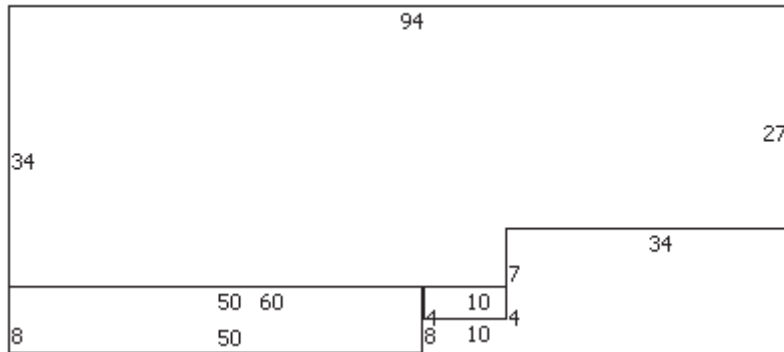
TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details
First Floor	3212.21 Sq ft	30.08 x 33.58 = 1010.09 62.33 x 35.33 = 2202.12
Total Living Area (Rounded):		3212 Sq ft



Property Owner PEARSON RALEIGH J & PEARSON NANCY		Owner's Mailing Address 53 EMERALD POINT DR TAYLORSVILLE , NC 28681		Property Location 58 MAIN AVENUE DR																					
Administrative Data Parcel ID No. 0010047 OLD Tax ID E-7D 0602 PIN 3759 67 5846 Owner ID 0509389 Tax District 151 - CITY OF TAYLORSVILLE Land Use Code 04 Land Use Desc COMMERCIAL IMPROVED Neighborhood 0501K		Administrative Data Legal Desc MAIN AVE DR SE TAY MUSIC Deed Year Bk/Pg 1998 - 0388 / 0631 Plat Bk/Pg / Sales Information Grantor Sold Date 0--0 Sold Amount \$ 0		Valuation Information Market Value \$ 133,561 Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal Assessed Value \$ 133,561 If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.																					
Improvement Detail (1st Major Improvement on Subject Parcel) Year Built 1970 Built Use/Style OFFICE-WOOD Current Use C+- / Grade C+- / * Percent Complete 100 Heated Area (S/F) 3,122 Fireplace (Y/N) N *** Multiple Improvements 0 * Note - As of January 1 * * * Note - If multiple improvements equal "MLT" then parcel includes additional major improvements																									
Sales History 3 Previous Sales Found for Parcel number 0010047 <table><thead><tr><th>Record Num</th><th>Sales Year</th><th>Name</th><th>Book/Page</th><th>Sale Price</th></tr></thead><tbody><tr><td>1</td><td>1999</td><td>PEARSON RALEIGH J & NANCY</td><td>0388 / 0631</td><td>\$90,000.00</td></tr><tr><td>2</td><td>1993</td><td></td><td>0339 / 0836</td><td>\$0.00</td></tr><tr><td>3</td><td>1992</td><td></td><td>0328 / 0962</td><td>\$0.00</td></tr></tbody></table>						Record Num	Sales Year	Name	Book/Page	Sale Price	1	1999	PEARSON RALEIGH J & NANCY	0388 / 0631	\$90,000.00	2	1993		0339 / 0836	\$0.00	3	1992		0328 / 0962	\$0.00
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2	1993		0339 / 0836	\$0.00																					
3	1992		0328 / 0962	\$0.00																					

Building Sketch**Land Supplemental**

Deeded Acres
Tax District Note
Present-Use Info

0
151 - CITY OF TAYLORSVILLE
COMMERCIAL IMPROVED

Improvement Valuation (1st Major Improvement on Subject Parcel)

* Improvement Market Value \$

107,208

** Improvement Assessed Value \$

107,208

* Note - Market Value effective Date equal January 1, 2008, date of County's most recent General Reappraisal

** Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure

Land Value Detail (Effective Date January 1, 2008, date of County's most recent General Reappraisal)

Land Full Value (LFV) \$

26,353

Land Present-Use Value (PUV) \$ **

26,353

Land Total Assessed Value \$

26,353** Note: If PUV equal LMV then parcel **has not** qualified for present use program

ALEXANDER CO TAX OFFICE, YR 2025 REQUESTED BY DOUG PEARSON RALEIGH J & NBHD: 0501K 0010047 PAGE 1
MAIN AVE DR SE TAY MUSIC 53 EMERALD POINT DR 3759 67 5846 ROUTE#:
TAYLORSVILLE NC 28681 TAYLORSVILLE NC 28681 58 MAIN AVENUE DR

E-7D 0602 0509389 EXCD: 3759 67 5846 26,353
Plat Bk/Pg APPR: RSM APPR DT: 3/08/2022 LAND VALUE 0
Bldg No. 1 Appraiser: RSM Appr Date: Eff Yr: 1970 USE CODE: 04 COMMERCIAL IMP MISC VALUE 107,208
Imp Desc: OFFICE-WOOD Act Yr Bt: 1970 DISTRICT: 151 CITY OF TAYLORS BLDG VALUE 133,561
Grade : C+- AVERAGE QUALITY Bed/ Bth/ HBth NBHD: 0501K CENTRAL BUSINESS TOTAL VALUE 133,561
1.00 Stories/ Rms/ ASV SqFt 42.78 Sales SqFt 28.83 2024 PRIOR YEAR 133,561
Finished Area: 3,122.00

0	COMPONENT	TYPE/DESC	PCT	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	CDS%	COST	%CMPL
AC 04	CANOPY		100	416.00	13.00			100.00				5,408	
AC 04	CANOPY		100	40.00	13.00			100.00				520	
MA 32W	OFFICE		100	3122.00	84.75	1.00		104.00	100.00			275,173	
- HC 58	HEAT PUMP		100	3122.00	8.00			104.00				25,975	
0	RCN...	PCT COMPLETE				100	x					307,076	
	RCN...	COUNTY RCN ADJ				100.00	x					307,076	
	QUAL..	OG C+- AVERAGE QUALITY				100.00	x					307,076	
	DEPR..	CAW AVG WOOD FRAME				51.00	-			156,608			
	ECON..	ECO ECONOMIC OBSOLESCENC				25.00	-			37,617	T	194,225	
0	--FMV...	MKT 0501K MARKET ADJUSTMENT				95.00	x					107,208	EXCD:

0	PROPERTY NOTES:	UNOCCUPIED	BOOK	PAGE	DT	DATE	QS	SALES	PRICE
			0388	0631	CVT	1/01/1998			90,000
			0339	0836	CVT	1/01/1992	A		
			PERMIT NO						
+	BLDG CODE	DESC	TYPE	NO	DATE	VALUE	EXCD	%COMP	AMOUNT

OLND	LAND	TOTAL ACRES:	UNITS	EYB	DT	PCT	ADD.	DEPR	PCT	QGCD	LOC%	TOT	CURRENT
#	ZONE	LAND QTY	LAND ACRES	LAND RATE	DPTH	DPT%	TOP%	LOC%	SIZ%	SHP%	OTH%	ADJ	FMV
1	SF CB	4,356.000	.100	5.50		.00	.00	100.00	.00	.00	110.00	110.00	26,353
-													
-													
-													
0010047													
1													

ALEXANDER CO TAX OFFICE 2025 0010047

-96-

- B= AC 04 CANOPY C= AC 04 CANOPY A= MA 32W OFFICE
1

THIS IS A GENERATED TAX BILL. NOT THE ORIGINAL! - FOR DISPLAY PURPOSES ONLY

COUNTY OF ALEXANDER
OFFICE OF THE COUNTY TAX COLLECTOR
PO BOX 38
TAYLORSVILLE, NC 28681



ALEXANDER COUNTY PROPERTY TAX NOTICE
OFFICE LOCATION PHONE NUMBERS
151 W. Main Avenue Tax Collector: (828) 632 - 4346
Taylorsville, NC 28681
OFFICE HOURS
Monday - Friday 8:00am - 5:00pm

PEARSON RALEIGH J &
53 EMERALD POINT DR
TAYLORSVILLE , NC 28681

YEAR	BILLING DATE	ACCOUNT #	BILL NO.
2024		0509389	2176489

TO PAY BY CREDIT CARD CALL
1-800-676-1669

A PROCESSING FEE WILL APPLY

IMPORTANT
THIS TAX BILL IS DUE UPON RECEIPT
PLEASE READ THE BACK OF THIS NOTICE

REC #	DESCRIPTION	PARCEL ID	TAXABLE VALUE	DISTRICT	AMOUNT ASSESSED
2496462	15 RALEIGH PEARSON MHP DR	0007180	64,469	151	644.69
2496463	58 MAIN AVENUE DR	0010047	133,561	151	1,335.61
2496464	408 BLACK OAK RIDGE RD	0061319	140,563	151	1,405.63
2496465	26 RALEIGH PEARSON MHP DR	0061320	11,460	151	114.60
2496466	27 HAMMER RD	0061321	13,987	151	139.87
2496467	21 RALEIGH PEARSON MHP DR	0061322	11,394	151	113.94
2496468	1994 MH 00014 00066	0007180	4,275	151	47.03
2496469	1987 STERLING 00014 00070	0007180	2,660	151	29.26
2496470	1989 BRIGADIER 00014 00070	0007180	3,069	151	33.76

Total Due: \$ 0.00

Print this Bill Close Window

§154-32. Mixed Use District (MU)

- A. Purpose.** The purpose of the Mixed Use District (MU) is to foster orderly growth where the *principal use* of land is commercial and residential. The intent of this district is to allow for *commercial development* consistent with the recommendations of the *Comprehensive Plan*. In accordance with the *Comprehensive Plan*, the district will allow for and provide *commercial* and *residential development* that: (1) includes a variety of retail sales and services, public and private administrations, offices and all other *uses* done primarily for sale or profit on a local or *neighborhood* scale; (2) is directed largely to Community Service Centers as defined in the *Comprehensive Plan*; (3) is compatible with adjacent development and the surrounding community; and (4) will minimize congestion and sprawl. This general *use district* is meant to be utilized in all service areas.
- B. Density and Dimensional Requirements.** Each *use* allowed in this district shall at a minimum conform to the following requirements (in the case of a nonresidential *use* the *residential density* requirements shall not apply). In some cases a specific *use* may be required to meet the Supplemental Requirements as set forth in §154-60 (Supplemental Requirements).

Table 2.7. MU Density and Dimensional Requirements			
(1) <i>Residential Density</i> (units/acre)	(2) Standard	4	
	(3) Maximum	16	
<i>Maximum Impervious Surface (%)</i>		80	
(4) Maximum <i>Floor Area</i> (sq ft)		30,000 or 10,000	
(5) <i>Yard Setbacks</i> (feet)	<i>Front or ROW</i>	<i>Local</i>	10
		<i>Collector</i>	10
		<i>Arterial</i>	20
		<i>Thoroughfare</i>	30
		<i>Expressway</i>	40
		<i>Freeway</i>	45
	<i>Side</i>		10
	<i>Rear</i>		10
Maximum Height (feet)		40	

- (1) *Residential density* shall be calculated utilizing the entire acreage of a *tract* of land. Under this scenario, *residential density* shall be determined based on the following formula:

Lot size x allowable units per acre = permitted *dwelling units*

The following example assumes a 5 acre tract with an allowable density of 4 units/acre:

5 acres x 4 units per acre = **20 permitted dwelling units**

The maximum *residential density* for portions of the *tract* with a *slope* of 60 percent or greater (where such *slope* areas of the *tract* account for ten (10) percent or more of the *tract*) shall be one-half ($\frac{1}{2}$) the eligible density.

- (2) Standard *residential density* shall be applied:
 - a. On a *lot* existing at the time of the initial adoption of this Chapter, where there is not adequate area to comply with the applicable standard *residential density* requirement.
 - b. To single-family residential *uses*.
 - c. To two family attached dwellings.
- (3) Maximum residential density shall be available to applicants proposing multifamily developments with three (3) or more units (specifically excluding single-family units) where:
 - a. A total of at least five (5) units would be permitted by standard residential density, and
 - b. Such dwellings shall be served by both: (1) a *public water supply system* and (2) a *sewage disposal system* (of the following types: municipal, approved public, or approved community) which meet the requirements of the local or State authorities having jurisdiction thereof.
- (4) Within a multi-tenant *structure/site*, the principal tenant shall have a maximum *gross floor area* of 30,000 square feet. The maximum *gross floor area* for any other tenant shall be 10,000 square feet. A maximum 80,000 total square feet for any multi-tenant *structure* shall apply. The maximum *gross floor area* for a single unit on a single *lot* shall be 10,000 square feet.
- (5) Accessory structures may be located in the side, rear or front yards and may be setback a minimum of five (5) feet from the side or rear property lines and ten (10) feet from the front or Right of Way (ROW).

BK0388PG0631

FILED

BOOK 388 PAGE 0631

98 JAN 30 AM 10:52

ALEXANDER COUNTY NC 01/30/98

\$180.00

Real Estate
Excise Tax
Register of Deeds
 REGISTER OF DEEDS
 ALEXANDER COUNTY, NC

Excise Tax

180.00

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by
by

County on the

day of

, 19

Mail after recording to:

This instrument was prepared by Mark T. Davis Attorney, P.O. Box 1087, Taylorsville, NC 28681

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of JANUARY, 1998, by and between

GRANTOR

GRANTEE

ROGER L. BROWN and wife,
MARY T. BROWNNANCY K. PEARSON and husband,
RALEIGH J. PEARSON53 Emerald Point Drive
Taylorsville, NC 28681

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 the City of Taylorsville, Taylorsville Township,

Alexander

County, North Carolina and more particularly described as follows:

BEGINNING on an iron stake in Standard Oil Company's line, Mamie White's Southeast corner, and runs South 14 degrees 21 minutes East 29.01 feet with Standard Oil's line to an old iron stake; thence South 72 degrees 14 minutes East 65.37 feet with Standard Oil's line to an "X" mark in the concrete in the West margin of Main Avenue Drive, S.E.; thence South 35 degrees West 44.70 feet to an old iron in the old barn wall; thence South 52 degrees 42 minutes West 47.01 feet to an iron stake, the corner of the old jail lot; thence North 18 degrees 39 minutes West 109 feet with the old jail lot line to an iron stake in Mamie White's line; thence North 70 degrees 58 minutes East 30 feet with her line to the BEGINNING, containing 0.11 of an acre, more or less.

FOR BACK TITLE see Deed recorded in Book 339 at Page 836 of the Alexander County Registry.

BK0388PG0632

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book _____ page _____

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:

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.

(Corporate Name)

BY: _____

President

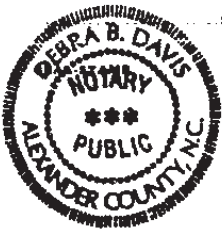
ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

Roger L. Brown _____ (SEAL)
ROGER L. BROWN

Mary T. Brown _____ (SEAL)
MARY T. BROWN



NORTH CAROLINA, _____ County, _____

I, a Notary Public of the County and State aforesaid, certify that _____
Roger L. Brown and wife, Mary T. Brown _____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30th day of January, 1978.

My commission expires: 8-16-79 *(Notary Seal)* Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County, _____

I, a Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged that _____ he is _____ Secretary of
_____ a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by _____ as its Secretary.
Witness my hand and official stamp or seal, this _____ day of _____ 19____.

My commission expires: _____ Notary Public

The foregoing Certificate of _____
Debra B. Davis

is so certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By *Benjamin W. Hines* _____ REGISTER OF DEEDS FOR *Alexander* COUNTY
Virginia C. G. Austin _____ Deputy/Assistant - Register of Deeds

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Big6 Properties & Blue Ridge Land & Auction ("Firm"), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the "Contract").

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.

(a) "Seller": Raleigh Pearson

(b) "Buyer": _____

(c) "Property": Street Address: 58 Main Ave Dr & 60 Main Ave Dr

City: Taylorsville Zip: 28681 County: Alexander, NC

Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____

Plat Book/Slide _____ at Page(s) _____ PIN/PID: 0010047

Other description: _____

Some or all of the Property may be described in Deed Book 388 at Page 631

Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

☐ **ADDITIONAL PARCELS.** If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, 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.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

(d) "Purchase Price": \$ TBD paid in U.S. Dollars upon the following terms:

\$ 5,000.00

EARNEST MONEY DEPOSIT as ☐ cash ☐ personal check ☐ official bank check
☐ wire transfer ☐ electronic transfer

\$ _____

BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to TBD ("Escrow Agent") either ☐ on the Effective Date or ☒ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or 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.

(ii) Should Buyer fail to timely deliver the Earnest Money Deposit, or should any check or other funds paid by Buyer be dishonored, for any reason, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. If Buyer does not then timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Earnest Money Deposit. Seller may also seek any additional remedies allowed for dishonored funds.

(e) "Closing Date" (See paragraph 8 for details): 07/28/2025

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.



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.

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:

4. RESTRICTIVE COVENANTS: Prior to signing this 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 Contract and include it as an addendum hereto.

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 July 28, 2025 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to _____. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases, ☐ at Closing OR ☐ on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies ☐ shall be prorated on a calendar year basis as of the date of Closing ☐ shall not be prorated. In the event that such income is not prorated, then the parties agree that ☐ Seller ☐ Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing, with Seller responsible for the prorated amounts of any taxes and dues through the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. SELLER OBLIGATIONS:

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a ☒ GENERAL WARRANTY DEED ☐ SPECIAL WARRANTY DEED ☐ NON-WARRANTY (QUITCLAIM) DEED ☐ OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): _____ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this Contract and the earnest money shall be returned to Buyer.

13. OTHER PROVISIONS AND DISCLOSURES:

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement** (check only one):

☐ Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

☐ The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES): _____.

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (check only one):

☒ Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

☐ 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)

☒ **Form 610 Buyer Premium addendum**

☐

☐

(e) Owners' Association(s) and Dues: Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

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

Owners' association website address, if any: _____

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

Owners' association website address, if any: _____

(f) Other:

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 (“Effective Date”). Buyer’s failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER:

_____(SEAL)

Date: _____

_____(SEAL)

Date: _____

Entity Buyer

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____(SEAL)

Date: _____

_____(SEAL)

Date: _____

Entity Seller:

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

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

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

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

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

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

Date _____

Escrow Agent: _____

By: _____
(Signature)

SELLING AGENT INFORMATION:

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

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

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

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: Paula A Price Sharon Roseman Real Estate License #: 297094/229274
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: 8288556124 Fax #: 828-635-7363 Email: Paula@Big6Properties.com
SharonCRoseman@gmail.com

Firm Name: Big 6 Properties
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

Firm Mailing Address: Po Box 99 Taylorsville NC 28681

NCAL Firm License #: 10467 Sharon Roseman

BID CALLER INFORMATION: **NCAF 10299**

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

Auctioneer Matthew Gallimore
102 S Locust St Floyd Va 24091
540-239-2585 gallimore.matt@gmail.com

**BUYER'S PREMIUM AGREEMENT
AUCTION SALES**

THIS AGREEMENT, between _____, Firm, and _____, Bidder, entered into this 12th day of June, 2025, pursuant to the laws of the State of North Carolina, is based upon the mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property: 58 Main Ave Dr, Taylorsville, NC 28681 & 60 Main Ave Dr Taylorsville NC 28681 ("Property").

1. Firm is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of Ten Percent upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

_____ (initials) Bidder acknowledges receipt and acceptance of the terms and conditions of the auction to be conducted.

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.

Bidder

Date

Bidder

Date

Entity Bidder:

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

By: _____

Date: _____

Name: _____

Title: _____

Firm

By: _____

Date: _____





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
Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Buyer Initials	2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials	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	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	5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials	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: 58 Main Ave Dr, Taylorsville, NC 28681 & 60 Main Ave Dr Taylorsville NC 28681

Owner's Name(s): Raleigh Pearson

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: Raleigh Pearson Date _____

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 _____