



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 – Tammie Jean Berry and Jay Berry

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

AUCTION DATE – Monday, November 3rd, 2025 at 3 PM

*** Bids at 3 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:

Consisting of +/- 6.24 acres and improvements; Parcel ID: 1902824 / 4924-94-9538; Deed Book 1220 Page 330

Address:

813 Wells Knob Rd., Elkin, NC 28621

- **Online Bidding Open NOW**
- **Online Bidding Closes on Monday, November 3rd, 2025 at 3 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 the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585 or 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 & Auction/Big6 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 **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to the closing attorney of purchasers choice 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 **Thursday, December 18th, 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
South Carolina Real Estate Sales Person License #	139344
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

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



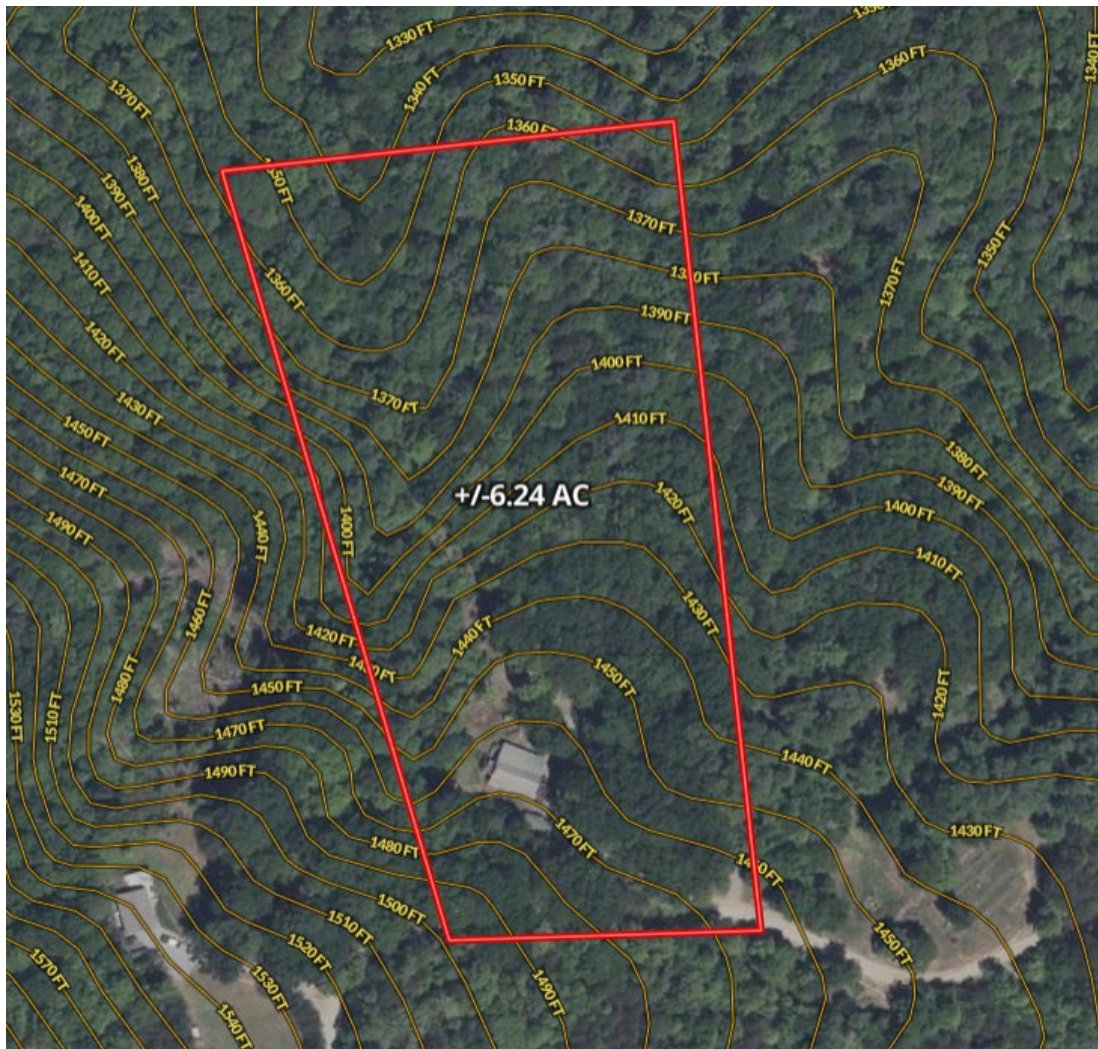
Auction Services

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

813 Wells Knob Rd.

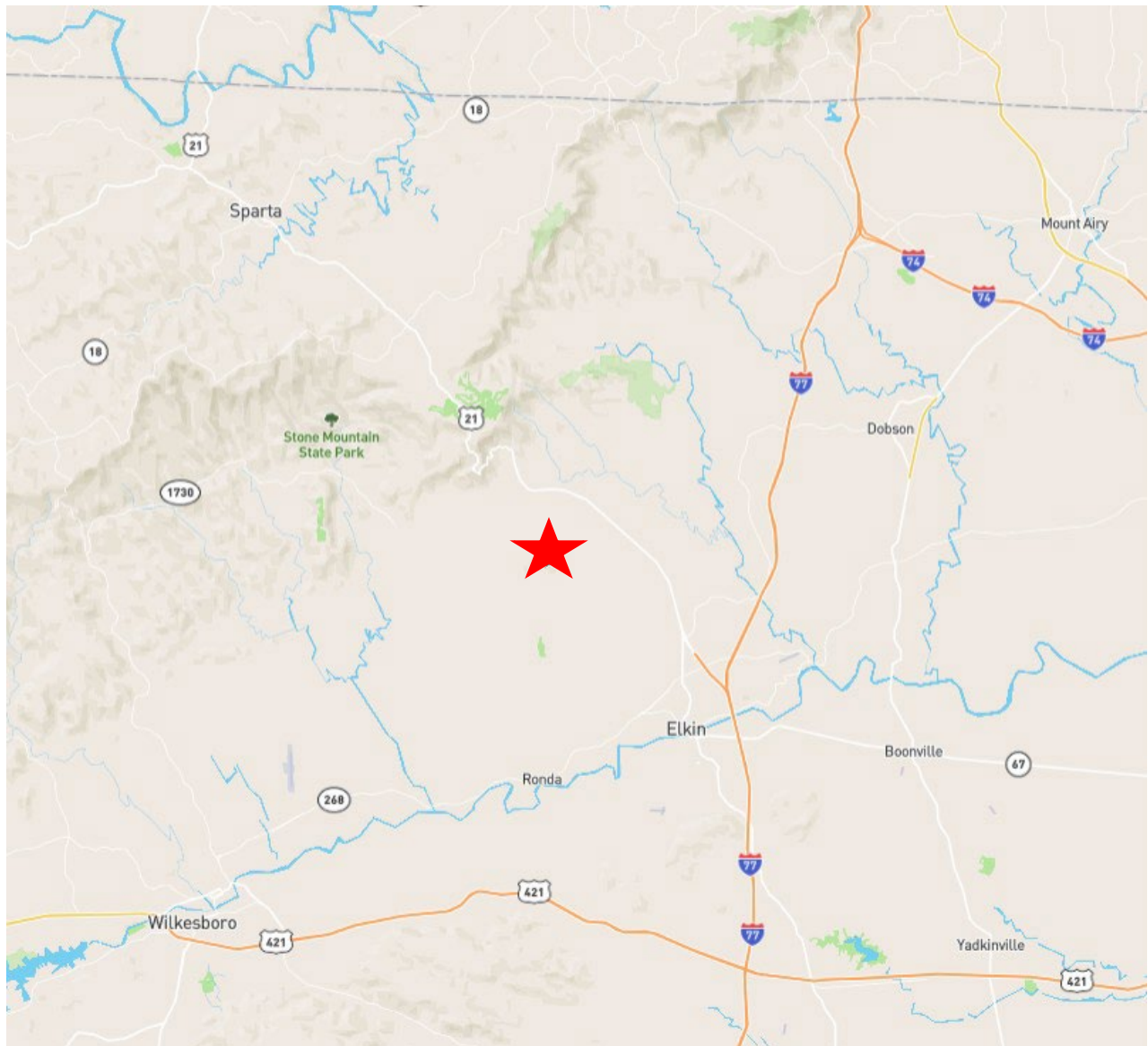
Elkin, NC 28621





Location

813 Wells Knob Rd.
Elkin, NC 28621

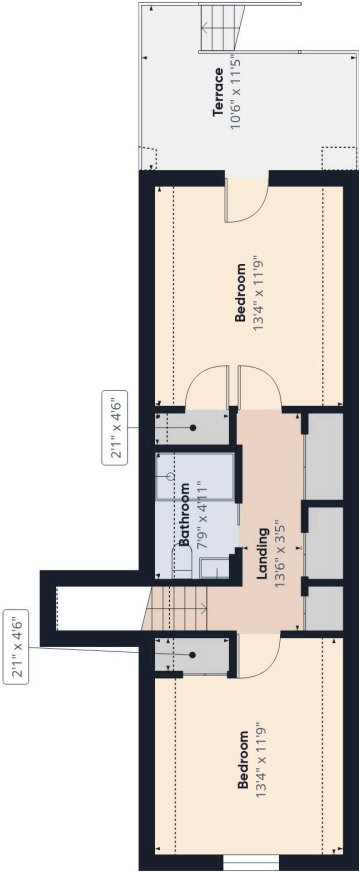




Floor 0

GLA⁽¹⁾
1106 ft²

Total
2089 ft²



Floor 1

(1) Finished, above grade
Ext. wall thickness assumed: 6 in

Reduced headroom
..... Below 5 ft
Areas with headroom below 5 ft are
excluded

Calculations reference the ANSI-Z765
standard. Measurements are
approximate and not to scale. This
floor plan is intended for illustration
only.

GIRAFFE360

PARID: 1902824
STUART, TAMMIE

813 WELLS KNOB RD

Parcel

ParID / PIN: 1902824 / 4924-94-9538
Tax Year: 2026
Tax District: 19 : Traphill
Neighborhood: 514 : NBHD 514
Old NBHD: 125
Ortho: 4924.04

Owner

Account Number: 178287
Name: STUART, TAMMIE
Name 2:
Care Of:
Mailing Address: 798 HG LEWIS RD
THURMOND NC 28683

Current Book/Page: 1220/330

Description

NBHD Code / Name: 514 : NBHD 514
Class: R1 : RESIDENTIAL
Use Code: 110 : SINGLE RESIDENCE
Appraisal Territory: 3
Zoning:
Living Units: 0
Topography: 4 : ROLLING
Location: :
Parking: :
Utilities: 4 : ELECTRIC
5 : WELL / SPRING
Restrictions: :
Taxable Acres: 6.24

Valuation

Appraised Land: 65,770
Appraised Building: 221,050
Appraised Total: 286,820
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 286,820
Total Assessed: 286,820

Legal

Physical Address: 813 WELLS KNOB RD

Tax District Setup

Tax Dist 1: F09 : 100% : Austin
Tax Dist 2: G01 : 100% : Wilkes County
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
13-JAN-16	1220	330	WD - WARRANTY DEED		08
03-AUG-99	0822	0647	-		08
01-AUG-99			-	34,250	00

20-MAY-97

0776

0107

DEED - DEED

500

1220
0330
001

1902824 4924.04-94-9538 DT

FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS

FILED Jan 13, 2016
AT 04:58:55 pm
BOOK 01220
PAGE 0330
INSTRUMENT # 00228
EXCISE TAX (None)

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: \$ Recording Time, Book and Page
Tax Map No. Parcel Identifier No.

Mail after recording to:

This instrument was prepared by: John S. Willardson, Attorney at Law, 206 East Main St. Wilkesboro, NC 28697

If Indicated, this Deed was prepared without a title search and no opinion as to title or ownership is expressed or implied by the preparation of this instrument. [x] No Title Search [x] No Closing

Brief description for the index

6.24 acres, Traphill Township

THIS DEED made this 13th day of January, 2016, by and between

GRANTOR

✓ Willis I. Stuart, Jr. (widower), 813 Wells Knob, Elkin, NC 28621

GRANTEE

Tammie Jean Stuart, 798 H.G. Lewis Road, Thurmond, NC 28633

178287

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 Traphill Township, Wilkes County, NC and more particularly described as follows:

See attached Schedule "A" for description, which said Schedule "A" is incorporated fully herein by reference.



The Grantor herein also conveys to the Grantee, her heirs, assigns and successors in title, a right of way for the purpose of ingress, egress and regress from SR 1913 to the above described tract, said right of way being 25 feet in width and being the same right of way as described in a deed recorded in Book 716, Page 233, Wilkes County Registry, reference to which is hereby made for a more full and complete description and being incorporated fully herein by reference.

The above described tract is conveyed and accepted subject to that right of way as set out in Schedule "A" attached hereto and incorporated fully herein by reference. The above described tract is ~~further conveyed~~ and accepted subject to that water easement as conveyed in Book 716, Page 233, Wilkes County Registry.

The above described tract is conveyed and accepted subject to the covenants, conditions and restrictions as are found recorded in Book 532, Page 125 and Book 775, Page 680, Wilkes County Registry.

*Jo Ann Stuart was the wife of the Grantor, Willis I. Stuart, Jr. and died November 8, 2015 in Forsyth County. Her death certificate is recorded in Forsyth County, NC. The property was owned by the Grantor, Willis I. Stuart, Jr. and his wife, the late Jo Ann Stuart as tenants by the entirety and upon the death of Jo Ann Stuart, the Grantor, Willis I. Stuart, Jr., became the sole owner of that property.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 822, Page 647, Wilkes County Registry.

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 officer(s), the day and year first above written.

 (SEAL)
Willis I. Stuart, Jr.

1220
0330
003

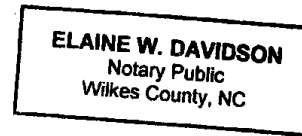
NORTH CAROLINA WILKES COUNTY

I, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Willis I. Stuart, Grantor(s). Witness my hand and official stamp or seal, this the 13th day of January, 2016

My Commission Expires: July 18, 2019

Elaine W. Davidson
Notary Public

Print Notary Name: Elaine W. Davidson



1220
0330
004

JOHN S. STEELE

REG. LAND SURVEYOR

JOHN S. STEELE, SURVEYORS

TOPOGRAPHIC-INDUSTRIAL LAYOUTS-SUB-DIVISIONS

BOUNDARY LINES - GPS SERVICES

404 CORPORATION STREET

WILKESBORO, N.C. 28697

PHONE(910)838-8313

Charles Howard Tilley's property in Traphill Twsp., Wilkes Co., N. C.

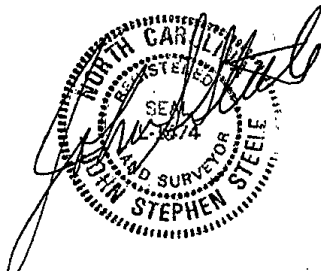
Containing 6.24 Acres By Coordinate Computation.

Being bounded on the North, East & South by the lands of Raymond Kipling McDowell (773-155) and on the West by the lands of Lacey Douglas Tilley.

BEGINNING on a spike set in the center of a private gravel road and also being in the center line of a 60' R/W, said spike being located S 10° 16' 45" E 50.00' from a 1/2" rebar set, thence leaving said road and running N 10° 16' 45" W 764.80' to a 1/2" rebar set; thence running East 425.00' to a 1/2" rebar set; thence running South 776.00' to a point in the center of a private gravel road and the center line of a 60' R/W, said point being referenced by a 1/2" rebar set North 50.00' from said point in the road; thence running with said private gravel road and 60' R/W the following courses and distances: N 84° 49' 14" W 197.22'; N 86° 28' 30" W 92.29' to the BEGINNING.

NOTE: This property is subject to the following 60' R/W and the center line of said 60' R/W being described as follows: BEGINNING on a spike set in the center of a private gravel road and the center line of a 60' R/W, said spike being located S 10° 16' 45" E 50.00' from a 1/2" rebar set, thence running S 86° 28' 30" E 92.29'; S 84° 49' 14" E 197.22' to a point in said old road and the center line of said 60' R/W, said point being referenced by a 1/2" rebar located North 50.00' from said point in the said road. This being the center line description of a 60' R/W and the limits are to extend 30' left and 30' right of the above described lines. This property is also subject to all other easements of record.

This description was prepared from survey performed by John S. Steele, R. L. S., L-1474 N. C. dated 05-12-97, Project No. "17297".



Sample

BUYER'S PREMIUM AGREEMENT
AUCTION SALES

THIS AGREEMENT, between Bigle Properties/UC Blue Ridge Land + Auction, Firm, and
_____, Bidder, entered
into this _____ day of _____, 20____, 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:
813 Wells Knob Rd, Elkin, NC 28621
("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 (10%) 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.

NC REALTORS® 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:



Sample

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Bigle Properties LLC 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": Tammie Jean Berry, Jay Berry
(b) "Buyer": TBD
(c) "Property": Street Address: 813 Wells Knob Rd
City: Elkin Zip: 28621 County: Wilkes, NC
Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
Plat Book/Slide _____ at Page(s) _____ PIN/PID: 1902824 / 4924-94-9538
Other description: 4 1/2 - 6.84 acres + Home
Some or all of the Property may be described in Deed Book 1220 at Page 330
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:

\$ 10,000.00 EARNEST MONEY DEPOSIT as ☐ cash ☐ personal check ☐ official bank check
☐ wire transfer ☐ electronic transfer

\$ TBD 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 Closing Attorney ("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): w/ 45 days from contract date

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.



Sample

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:

Storage building (no contents)

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: heat/air in storage building

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

Gas Range

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 W/I 45 days of Contract (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 AS Buyer Requests. 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.

Sample

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.

Sample

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)

☒ 1st Buyer Premium

☒ 220 Buyer Agent compensation

☐

(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): n/a 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.

Sample

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]

Sample

NC REALTORS® 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: _____

Sample

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.

Sample

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: Sharon Roseman Real Estate License #: 229274
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: 828-320-4726 Fax #: 828-635-7363 Email: SharonC.Roseman@gmail.com

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

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: Sharon C. Roseman Real Estate License #: 229274
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (828) 320-4726 Fax #: (828) 635-7363 Email: 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 #: ~~031790~~ 10471

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matthew Gallimore NCAL License #: 10467

United Country Real Estate Blue Ridge Land + Auction
102 S. Locust St. Floyd Va 24091

540-239-2585
Gallimore.matt@gmail.com

NC Broker: 311692
NC Firm: C35716
NC Auction Firm: 10299



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 813 Wells Knob Rd, Elkin, NC 28621

Owner's Name(s): Tammie Jean Berry, Jay Berry

North Carolina law [N.C.G.S. 47E](#) requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials TJB

Buyer Initials _____ Owner Initials JB

SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR											
A1. Is the property currently owner-occupied? Date owner acquired the property: _____ If not owner-occupied, how long has it been since the owner occupied the property? <u>1year</u>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A2. In what year was the dwelling constructed? _____			<input checked="" type="radio"/>											
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>											
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input type="radio"/> Brick Veneer <input type="radio"/> Vinyl <input type="radio"/> Stone <input type="radio"/> Fiber Cement <input type="radio"/> Synthetic Stucco <input type="radio"/> Composition/Hardboard <input type="radio"/> Concrete <input type="radio"/> Aluminum <input type="radio"/> Wood <input type="radio"/> Asbestos <input type="radio"/> Other: _____			<input checked="" type="radio"/>											
A5. In what year was the dwelling's roof covering installed? _____			<input checked="" type="radio"/>											
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A9. Is there a problem, malfunction, or defect with the dwelling's:														
NA Yes No NR				NA Yes No NR				NA Yes No NR						
Foundation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Windows	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Attached Garage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Slab	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Doors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Fireplace/Chimney	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Patio	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Ceilings	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Interior/Exterior Walls	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Floors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Deck	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Other: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Explanations for questions in Section A (identify the specific question for each explanation):

SECTION B. HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			<input checked="" type="radio"/>
<input type="radio"/> Furnace [____ # of units] Year: _____ <input type="radio"/> Heat Pump [____ # of units] Year: _____			
<input type="radio"/> Baseboard [____ # of bedrooms with units] Year: _____ <input type="radio"/> Other: _____ Year: _____			

Buyer Initials _____ Owner Initials TJB
 Buyer Initials _____ Owner Initials JB

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: _____ Year: _____ ☐ Wall/Windows Unit(s): _____ Year: _____
☐ Other: _____ Year: _____



B5. What is the dwelling's fuel source? (Check all that apply)

☐ Electricity ☐ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____



Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☐ City/County ☐ Shared well ☐ Community System ☐ Private well ☐ Other: _____



If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality ☐ Pressure ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☐ Other: _____



C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☐ Electric: _____ ☐ Solar: _____ ☐ Other: _____



C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump ☐ Community system ☐ Septic tank ☐ Drip system
☐ Connected to City/County System ☐ City/County system available ☐ Other: _____



☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____ ☐ No Records Available

Date the septic system was last pumped: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing system (pipes, fixtures, water heater, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water supply (water quality, quantity, or pressure)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explanations for questions in Section C (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials TJB
 Buyer Initials _____ Owner Initials JB

SECTION D. FIXTURES/APPLIANCES

	Yes	No	NR
D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? _____ Date of last maintenance service: _____	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
D2. Is there a problem, malfunction, or defect with the dwelling's:			
NA Yes No NR			
Attic fan, exhaust fan, ceiling fan	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Elevator system or component	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Appliances to be conveyed	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
NA Yes No NR			
Irrigation system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Pool/hot tub /spa	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
TV cable wiring or satellite dish	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
NA Yes No NR			
Sump pump	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Gas logs	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Central vacuum	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
NA Yes No NR			
Garage door system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Security system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Other: _____	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

	Yes	No	NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E5. Does the property abut or adjoin any private road(s) or street(s)?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? <input type="radio"/> NA	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

	Yes	No	NR
F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Buyer Initials _____ Owner Initials TJB
 Buyer Initials _____ Owner Initials JB

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F5. Is the property located in a federal or other designated flood hazard zone?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F8. Is there a current flood insurance policy covering the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
F10. Is there a flood or FEMA elevation certificate for the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
G2. Is the property subject to a lease or rental agreement?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials TJB
 Buyer Initials _____ Owner Initials JB

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

☐ ☐ ☒

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

☐ ☐ ☒

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

☐ ☐ ☒

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

☐ ☐ ☒

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

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

Owner Signature: Tammie Jean Benny Date 09/08/2025

Owner Signature: Jay Berry Date 09/08/2025

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____

DECLARATION OF RESTRICTIONS - WELLS KNOB

1. No building, fence, sidewalk, wall, drive or other structure shall be erected, placed, or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives, and parking areas), and construction schedule shall have been approved in writing by Wells Knob, Inc., its successors and assigns. Refusal of approval of plans, location or specifications may be based by the corporation upon any ground, including purely aesthetic consideration, which, in its sole and uncontrolled discretion, Wells Knob, Inc. shall seem sufficient. No alterations may be made in such plans after approval by Wells Knob, Inc. if given except by and with the written consent of Wells Knob, Inc. No alterations in the exterior appearance of any building or structure shall be made without like approval by Wells Knob, Inc. One copy of all plans, specifications and related data shall be furnished Wells Knob, Inc. for its records. In exercising its privileges in this connection, Wells Knob, Inc. will not be unreasonable, and will apply such standards that will inure to the benefit of the entire development.
2. In order to assure that houses will be located with regard to the topography of each individual lot, Wells Knob, Inc. reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon any lot or upon any building plot consisting of more than one lot, provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

Wells Knob, Inc. reserves the right and easement to go in and across all lots adjoining land maintained by Wells Knob, Inc. for recreational purposes, for the purpose of mowing grass and otherwise maintaining landscaping within a distance of thirty feet of any such recreational areas.
3. The exterior of all houses and other structures must be completed within one year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner, or builder due to strikes, fire, national emergencies or natural calamities.
4. All lots shall be used for residential purposes exclusively. No structure except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height above the basement and one small one-store accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling, and shall conform substantially with the style and exterior finish of the main dwelling.
5. A guest suite or like facility without a kitchen may be included as a part of the main dwelling or accessory building.
6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal existence or activities is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish the enjoyment of other property in the neighborhood of the owner thereof.

8. In the event the owner of any residential lot permits any underbrush weeds, etc. to grow up on any lot to a height of two feet (except as a part of a landscaping plan approved by the corporation) and on request fails to have the premises cut within thirty days, agents of Wells Knob, Inc. or the Wells Knob Property Owners Association may enter upon said land to remove the same at the expense of the owner; provided, however, that such expense shall not exceed one hundred dollars annually. They may likewise enter upon said land to remove any trash which has collected on said lot without such entrance being deemed a trespass, all at the expense of the owner of said lot; provided, however, that such expense shall not exceed one hundred dollars annually. This provision shall not be construed as an obligation on the part of Wells Knob, Inc. or any Property Owners Association to provide garbage or trash removal services.
9. No commercial signs (including "For Rent", "For Sale", and other similar signs) or property identification signs shall be erected or maintained on any lot except with the written permission of Wells Knob, Inc. or except as may be required by legal proceedings, it being understood that Wells Knob, Inc. will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification signs exceeding 2 feet by 2 feet may be erected only after obtaining written permission from Wells Knob, Inc. or the Property Owners Association.
10. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by Wells Knob, Inc.
11. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by Wells Knob, Inc.
12. The corporation reserves unto itself, its successors and assigns, a perpetual, inalienable and releasable easement over, upon, across and under each lot for the erection, maintenance, installation, and use of electrical and telephone poles, wires, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, community television, telephone equipment, gas, sewer, water or other public convenience or utilities, and the Company may further cut drainways for surface water wherever and whenever such action may appear to Wells Knob, Inc. to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of Wells Knob, Inc., but this reservation shall not be considered an obligation of Wells Knob, Inc. to provide or maintain any such utility or service.
13. No trailer, barn, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.
14. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only with the main dwelling house, within accessory building, or buried underground.

15. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of Wells Knob, Inc., unless located within ten feet of the main dwelling or accessory building or within ten feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction without the consent of Wells Knob, Inc.
16. No lot shall be subdivided, or its boundary lines changed, except with the written consent of Wells Knob, Inc. However, Wells Knob, Inc. hereby expressly reserves to itself, its successors and assigns, the right to replat any two or more lots shown on the plat of any said subdivision, section, block, or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.
17. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five years from August 1, 1974, after which time said covenant shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.
18. No lot shall be used for the purpose of giving access to any property not owned by Wells Knob, Inc.
19. Nothing herein contained shall be held to impose these restrictions on any remaining property of Wells Knob, Inc.
20. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of any event. In addition to the foregoing, Wells Knob, Inc. shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

STATE OF NORTH CAROLINA
COUNTY OF WILKES

WHEREAS, Wells Knob, Inc., a North Carolina corporation, being the owner of the land known as Wells Knob in Traphill Township, Wilkes County, North Carolina, some of which is being developed as a sub-division, and

WHEREAS, the owner has designated this property as being named Wells Knob and hereinafter shall be known as Wells Knob; and

WHEREAS, Wells Knob, Inc. desires, for the use and benefit of itself, its successors and assigns, and for future owners of lots in such of these parcels of land as are to be developed as a sub-division, to place and impose certain conditions and restrictions on the said parcels to be so developed;

NOW, THEREFORE, in consideration of the premises, Wells Knobs, Inc. for itself, its successors and assigns, and for its future grantees, their heirs, successors and assigns, hereby causes to be recorded and attached "Declaration of Restrictions" which are made a part hereof as though fully set out herein; which restrictions are to apply to, and limit and govern the use of, such lots conveyed by Wells Knob, Inc. as specifically refer hereto, (1) by legend incorporating by reference these restrictions on a plat map subdividing such parcels and which plat map bearing such legend is referred to in the deed conveying such lot, or (2) by reference to these restrictions in the deed conveying such lot. These restrictions are to apply to only such lots as are conveyed by deed which specifically refers back hereto, or to a plat map which refers back hereto, and thereby incorporates these restrictions by reference and to no other property owned by Wells Knob, Inc.

IN WITNESS WHEREOF, Wells Knob, Inc. has caused this instrument to be signed in its behalf by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authority of its Board of Directors duly given, this the 20th day of August, 1974.

WELLS KNOBS, INC.

by: Charles L. Haywood III

President

ATTEST:

by: Marguerite Haywood McCown

Secretary

NORTH CAROLINA
COUNTY OF WILKES

This 20th day of August, 1974, personally came before me, Marguerite Haywood McCown, a Notary Public for said county, Marguerite Haywood McCown, who being by me duly sworn, says that she knows the common seal of Wells Knob, Inc. and is acquainted with Charles L. Haywood, III, who is the President of said corporation, and that she, Marguerite Haywood McCown, is the Secretary of said corporation, and saw the said President sign the foregoing instrument and saw the said common seal of said corporation affixed to said instrument by said President and that she, Marguerite Haywood McCown, signed her name in attestatin of said instrument in the presence of said President of this corporation.

Let the instrument with the certificate be registered.

Marguerite Haywood McCown
Notary Public

My commission expires; _____

NORTH CAROLINA, WILKES COUNTY

My Commission Expires Dec. 5, 1976

The foregoing certificate of Marguerite Haywood McCown

is hereby certified to be correct. Registered

for registration and recorded in this Office in Book 532 Page 125

This 30 day of August, 1974, at 12:00 o'clock P.M.

Notary Public
for the State of North Carolina

NORTH CAROLINA
57.00

010211

BOOK 0716 PAGE 233

RECORDED
DEEDS
N.C.

93 MAY 13 PM 4 12

Excise Tax \$57.00

Recording Time Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by

County on the

day of

, 19

by

Mail after recording to Pamela Sue Thompson
Route 1, Box 236 Thurmond, NC 28683

This instrument was prepared by James W. Partin, Attorney at Law, P. O. Box 565, Elkin, N. C. 28621

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 17th day of May, 19 93, by and between

GRANTOR

GRANTEE

Winebarger Farms, Inc., a North Carolina corporation and

Susan Sale Partin and husband, James W. Partin

Pamela Sue Thompson

ADDRESS: Route 1, Box 236
Thurmond, NC 28683

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 N/A, Traphill Township, Wilkes County, North Carolina and more particularly described as follows:

BEING that certain parcel of land containing 3.036 acres, more or less, as surveyed by Foothills Forestry & Surveying, RLS-2722, January 19, 1987, and being bounded on the north, south, east, and west by the lands of Winebarger Farms, Inc. and Susan S. Partin (Book 640, Page 516) and being more particularly described as follows:

BEGINNING at a new iron pipe, said iron being located North 43 deg. 16 min. 47 sec. West 99.38 ft. from an angle iron at a marked maple, formerly Allen Winebarger's (Book 518, Page 043) northeast corner, and said beginning point being also located North 26 deg. 41 min. 36 sec. East 213.98 ft. from a 3/8 inch iron rod marking the easternmost corner of Lot #87 of Wells Knob, Inc. (Plat Book 7, Page 93) and from said beginning point running South 78 deg. 31 min. 15 sec. East 365.60 ft. to a new iron pipe at a 8 inch chestnut oak on a hill side, thence North 10 deg. 24 min. 20 sec. East 365.20 ft. to a new iron pipe; thence North 78 deg. 56 min. 58 sec. West 202.02 ft. to a point in the center of an existing 10 ft. gravel road; thence continuing North 78 deg. 56 min. 58 sec. West 159.49 ft. to a new iron pipe set at the edge of the woods, thence South 11 deg. 02 min. 48 sec. West 362.44 ft. to the point of beginning.

Also conveyed herein is a perpetual and appurtenant roadway easement for ingress, egress and regress said easement being 25 ft. in width, and said easement beginning on the north side of State Road #1913, Robert Hayes' corner and running in a generally north direction along the center of what is shown to be Haywood Road in the plat entitled Wells Knob, Inc. and recorded at Plat Book 7, Page 93 to a point in said Haywood Road adjacent to Lot #45 on said plat and adjacent to area marked "open space" on said plat, and turning off of Haywood Road onto an existing 10 ft. wide gravel road, with the intersection of said Haywood Road and said 10 ft. gravel road being located 28 ft. southwest of the northwest corner of the former Allen Winebarger property (Book 518, Page 043) and continuing in a generally northeast direction. as said 10 ft. wide gravel road now exists to the north boundary of the above described 3.036 acre tract, intersecting with said boundary at a point South 78 deg. 56 min. 58 sec. East 159.49 ft. from the northwest corner of said above described 3.036 acre tract.

Also included in this conveyance is the right to obtain water for single family domestic household purposes only, from the well which is located north of the above described 3.036 acre tract.

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.

WINEBARGER FARMS, INC.

(Corporate Name)

By: Rebecca Winebarger

President

ATTEST: James W. Chock

Secretary (Corporate Seal)

(Corporate Name)

By:

President

ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

USE BLACK INK ONLY

Susan Sale Partin
Susan Sale Partin

(SEAL)

James W. Partin
James W. Partin

(SEAL)

(SEAL)

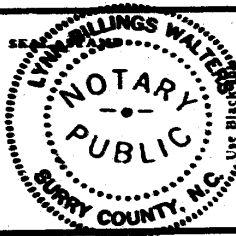
(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)



NORTH CAROLINA, Surry County.

I, a Notary Public of the County and State aforesaid, certify that Susan Sale Partin and husband, James W. Partin Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of May, 1993

My commission expires: 5-4-96 Lynn Billings Walters Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19____

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19____

My commission expires: _____ Notary Public

SEAL - STAMP

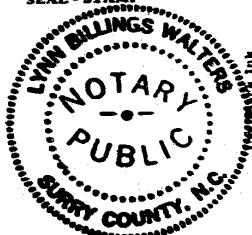
NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19____

My commission expires: _____ Notary Public

SEAL - STAMP



NORTH CAROLINA, Surry County.

I, a Notary Public of the County and State aforesaid, certify that Janie W. Cheek Secretary of

personally came before me this day and acknowledged that he is _____ a North Carolina corporation, and that by authority duly

WINEBARGER FARMS, INC. 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 her as its _____ Secretary

Witness my hand and official stamp or seal, this 17 day of May, 1993

My commission expires: 5-4-96 Lynn Billings Walters Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of

personally came before me this day and acknowledged that _____ he is _____ 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(s) of LYNN BILLINGS WALTERS

is/are 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.

RICHARD L. WOODRUFF REGISTER OF DEEDS FOR WILKES COUNTY

By Judy L. Walker Deputy Assistant-Register of Deeds.

WILKES COUNTY NC 05/15/97
\$72.00
STATE OF NORTH CAROLINA Real Estate Excise Tax

004729

Book Page
0775 0680
FILED
WILKES COUNTY NC
05/15/97 3:18 PM
RICHARD L. WOODRUFF
Register of Deeds
By: *[Signature]* Deputy/Asst.

Excise Tax 72.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of 19
by

Mail after recording to 3519 Duke Homestead Rd
Durham NC 27704

This instrument was prepared by Jerry D. Moore, PO Box 1224, N. Wilkesboro, NC 28659

Brief description for the Index 11.92 acres - Traphill Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15 day of May, 1997, by and between

GRANTOR

GRANTEE

RAYMOND K. MCDOWELL AND WIFE,
CAROLYN M. MCDOWELL

LACY D. TILLEY, A 50% OWNERSHIP,
AND CHARLES H. TILLEY, A 50% OWNERSHIP,

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 Traphill, Wilkes County, North Carolina and more particularly described as follows:

SEE ATTACHED SCHEDULE "A", PAGES 1 AND 2, FOR DESCRIPTION AND RESTRICTIONS, WHICH SAID SCHEDULE "A", PAGES 1 AND 2 ARE INCORPORATED FULLY HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in
Portion of Book 773, Page 155

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:

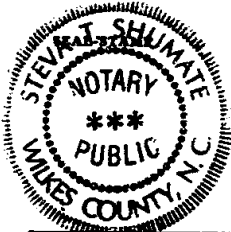
EXCEPTIONS AS HEREINABOVE SET FORTH, IF ANY

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.

By:
..... President
ATTEST:
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

Raymond K. McDowell (SEAL)
Raymond K. McDowell
Carolyn M. McDowell (SEAL)
Carolyn M. McDowell
..... (SEAL)
..... (SEAL)



NORTH CAROLINA, WILKES County.

I, a Notary Public of the County and State aforesaid, certify that
Raymond K. McDowell and wife, Carolyn M. McDowell Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this 15 day of May 1997.
My commission expires: 10-5-00 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(s) of Steva T. Shumate, NP

is/are 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.

RICHARD L. WOODRUFF

By REGISTER OF DEEDS FOR WILKES COUNTY
Deputy/Assistant - Register of Deeds

SCHEDULE "A"
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MCDOWELL - TILLEY

JOHN S. STEELE

REG. LAND SURVEYOR

JOHN S. STEELE, SURVEYORS

TOPOGRAPHIC-INDUSTRIAL LAYOUTS-SUB-DIVISIONS

BOUNDARY LINES - GPS SERVICES

404 CORPORATION STREET

WILKESBORO, N.C. 28697

PHONE(910)838-8313

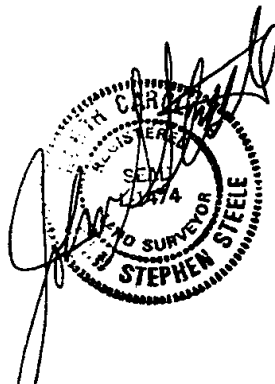
Charles Howard Tilley's property in Traphill Twsp., Wilkes Co., N. C.
Containing 11.92 Acres By Coordinate Computation.

Being bounded on all sides by the lands of Raymond Kipling McDowell.

BEGINNING on a spike set in the center of a private gravel road, said spike being located S 09° 38' 10" W 148.79' from a concrete capped well, thence leaving said road and running N 82° 18' 24" W (passing through a 1/2" rebar set at 50.00') a total distance of 191.79' to a 1/2" rebar set; thence running N 01° 07' 29" W 907.21' to a 1/2" rebar set; thence running East 216.96' to a 1/2" rebar set; thence continuing same course and running East 425.00' to a 1/2" rebar set; thence running South 776.00' to a point in the center of a private gravel road, said point being referenced by a 1/2" rebar set North 50.00' from said point in the road; thence running with said private gravel road the following courses and distances: N 84° 49' 14" W 197.22'; N 86° 28' 30" W 92.29' to a spike set in said road; thence continuing with said road and running S 83° 53' 56" W 26.60'; S 77° 17' 52" W 30.97'; S 64° 25' 07" W 26.11'; S 20° 39' 32" W 36.48'; S 25° 47' 06" W 94.46' to a spike set in the center of said road; thence running S 15° 52' 15" W 41.67' to the BEGINNING.

NOTE: This property is subject to the following 60' R/W and the center line of said 60' R/W being described as follows: BEGINNING on a point in the center of a private gravel road, said point being referenced by a 1/2" rebar located N 82° 18' 24" W 50.00' from said point in the road and also being located S 09° 38' 10" W 148.79' from a concrete capped well and said point in the road being also the beginning point of the above described 11.92 Acres Tract, thence running with the center line of said 60' R/W the following courses and distances: N 15° 52' 15" E 41.67' to a spike set in the center of said road and R/W; thence running N 25° 47' 06" E 94.46' to a point in the center of said 60' R/W, said point being located S 52° 00' 00" E 35.00' from the above mentioned well; thence running N 20° 39' 32" E 36.48'; N 64° 25' 07" E 26.11'; N 77° 17' 52" E 30.97'; N 83° 53' 56" E 26.60' to a spike set in the center of said road and R/W; thence running S 86° 28' 30" E 92.29'; S 84° 49' 14" E 197.22' to a point in said old road and the center line of said 60' R/W, said point being referenced by a 1/2" rebar located North 50.00' from said point in the said road. This being the center line description of a 60' R/W and the limits are to extend 30' left and 30' right of the above described lines. This property is also subject to all other easements of record

This description was prepared from survey performed by John S. Steele, R. L. S., L-1474 N. C. dated 05-12-97, Project No. "17297".



SCHEDULE "A"
PAGE 2
MCDOWELL - TILLEY

The Grantors herein also convey to the Grantees herein, their heirs, assigns and successors in title, specifically reserving unto themselves, the said Grantors herein, their heirs, assigns and successors in title, a right of way for the purpose of ingress, egress and regress from SR 1913 to the above described tract, said right of way being 25 feet in width and being the same right of way as described in a deed recorded in Book 716, Page 233, Wilkes County Registry, reference to which is hereby made for a more full and complete description and being incorporated fully herein by reference.

The above described tract is conveyed and accepted subject to that right of way as set out in Schedule "A" attached hereto and incorporated fully herein by reference. The above described tract is further conveyed and accepted subject to that water easement as conveyed in Book 716, Page 233, Wilkes County Registry.

The above described tract is conveyed and accepted subject to the covenants, conditions and restrictions as are found recorded in Book 532, Page 125, Wilkes County Registry. The above described tract being further conveyed and accepted subject to the following additional covenants, conditions and restrictions:

- (1) Subject property may be subdivided only one time.
- (2) No hunting shall be allowed upon subject property or in Wells Knob Subdivision or upon any property belonging to the Grantors herein.

IT IS SPECIFICALLY UNDERSTOOD BY THE GRANTEEES HEREIN THAT THEY WILL BECOME MEMBERS OF THE WELLS KNOB OWNERS ASSOCIATION AND THAT A ROAD MAINTENANCE AGREEMENT TO BE DRAWN AT A LATER DATE WILL BE BINDING UPON SAID GRANTEEES HEREIN.

