



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 – Todd William Johnston

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

AUCTION DATE – Wednesday, January 21st, 2026 at 4 PM

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

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

AUCTIONEER / BROKER – 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 +/- 0.444 acres and improvements; Portion of Parcel ID: 11312248; Deed Book 12 Page 471; Lot 8; Portion of Parkwood MHP Subdivision

Address: 9336 Pinewood Ave., Charlotte, NC 28214

Consisting of +/- 0.51 acres and improvements; Portion of Parcel ID: 11312247; Deed Book 12 Page 471; Lot 7; Portion of Parkwood MHP Subdivision

Address: 9344 Pinewood Ave., Charlotte, NC 28214

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, January 21st, 2026 at 4 PM (EST)**

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with 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 \$5,000 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 **Monday, March 9th, 2026**. 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. Refer to survey for exact boundaries. ****

Contour

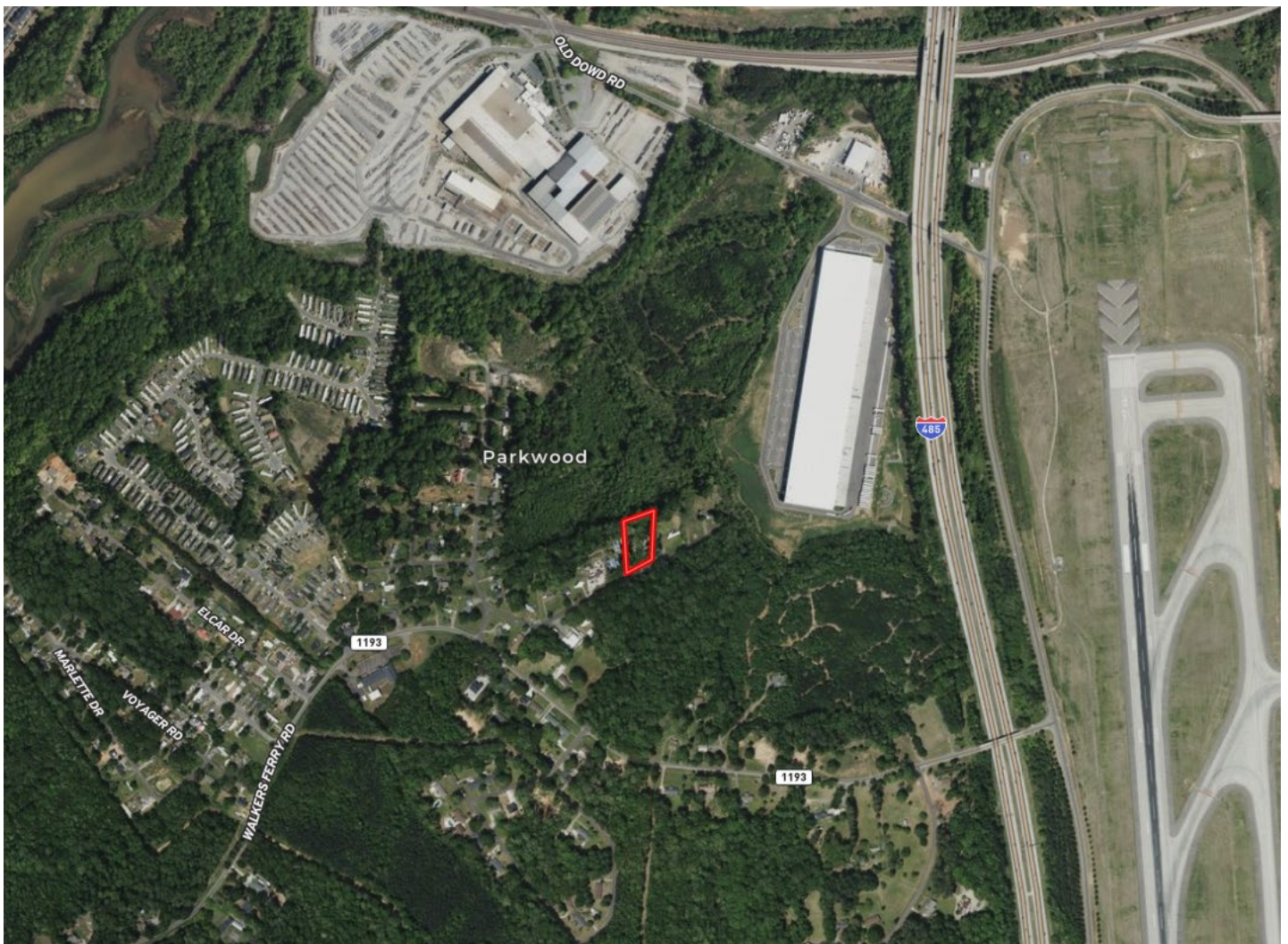


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

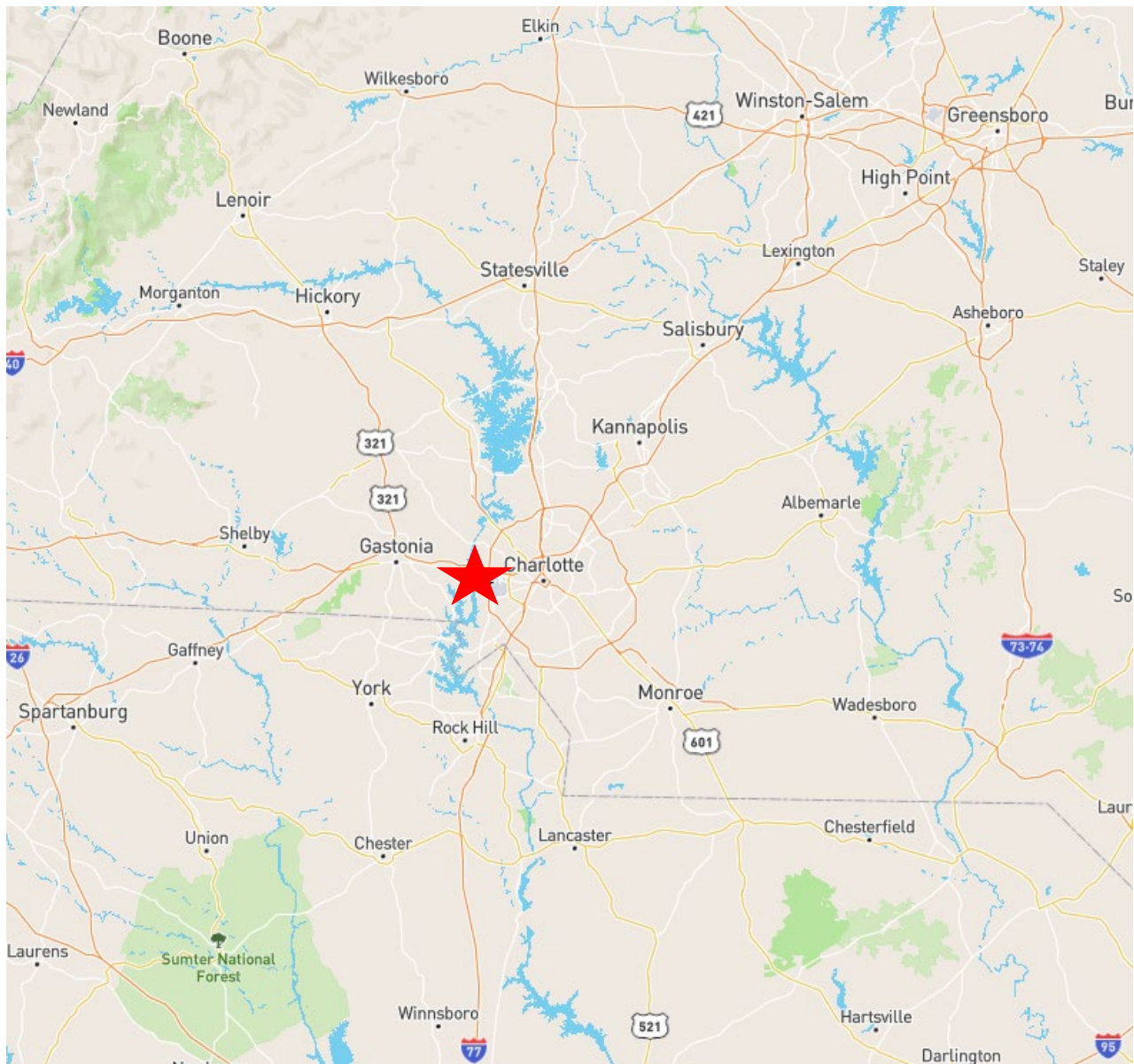
9336 & 9344 Pinewood Ave.,
Charlotte, NC 28214





Location

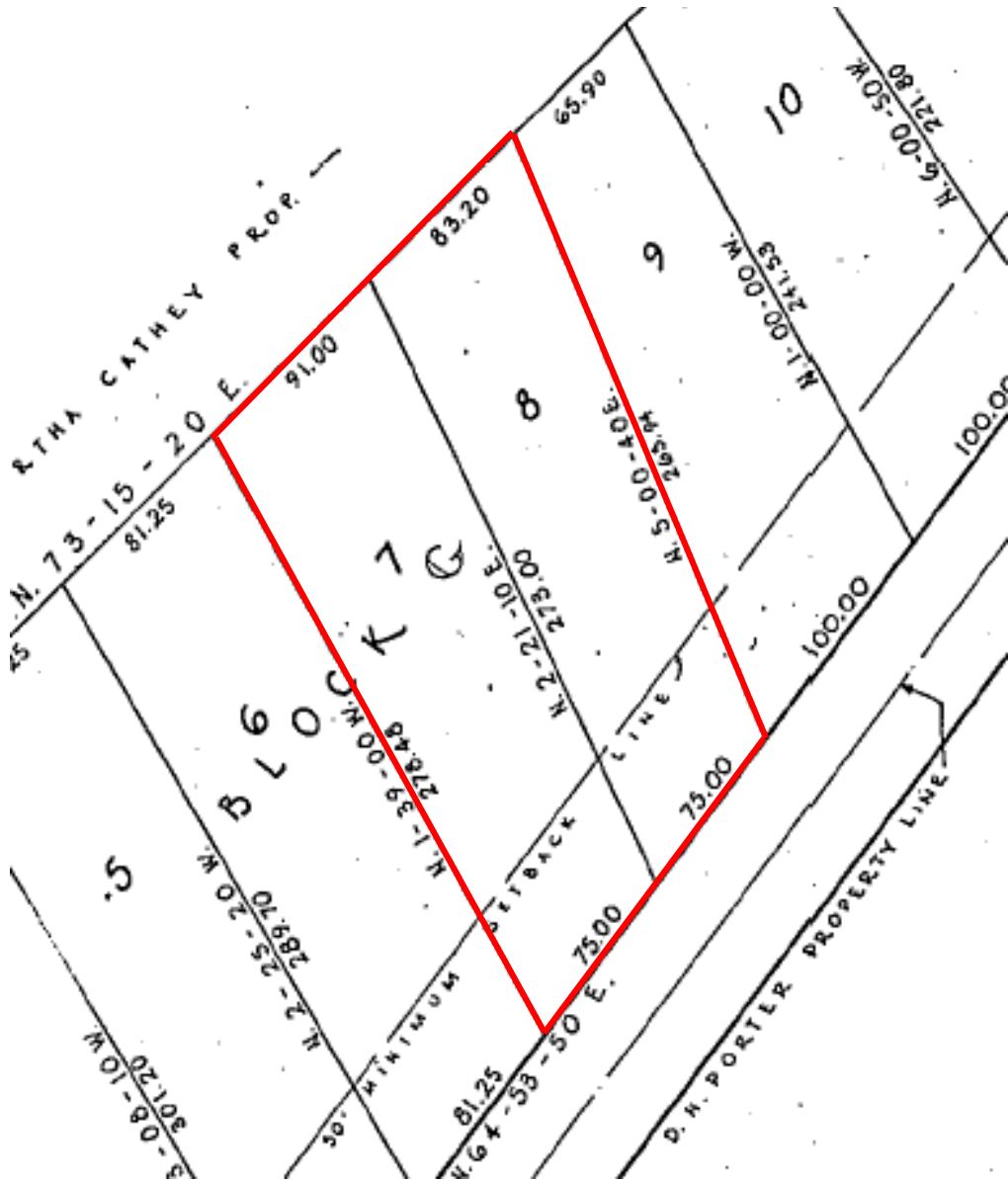
9336 & 9344 Pinewood Ave.,
Charlotte, NC 28214





Auction Services

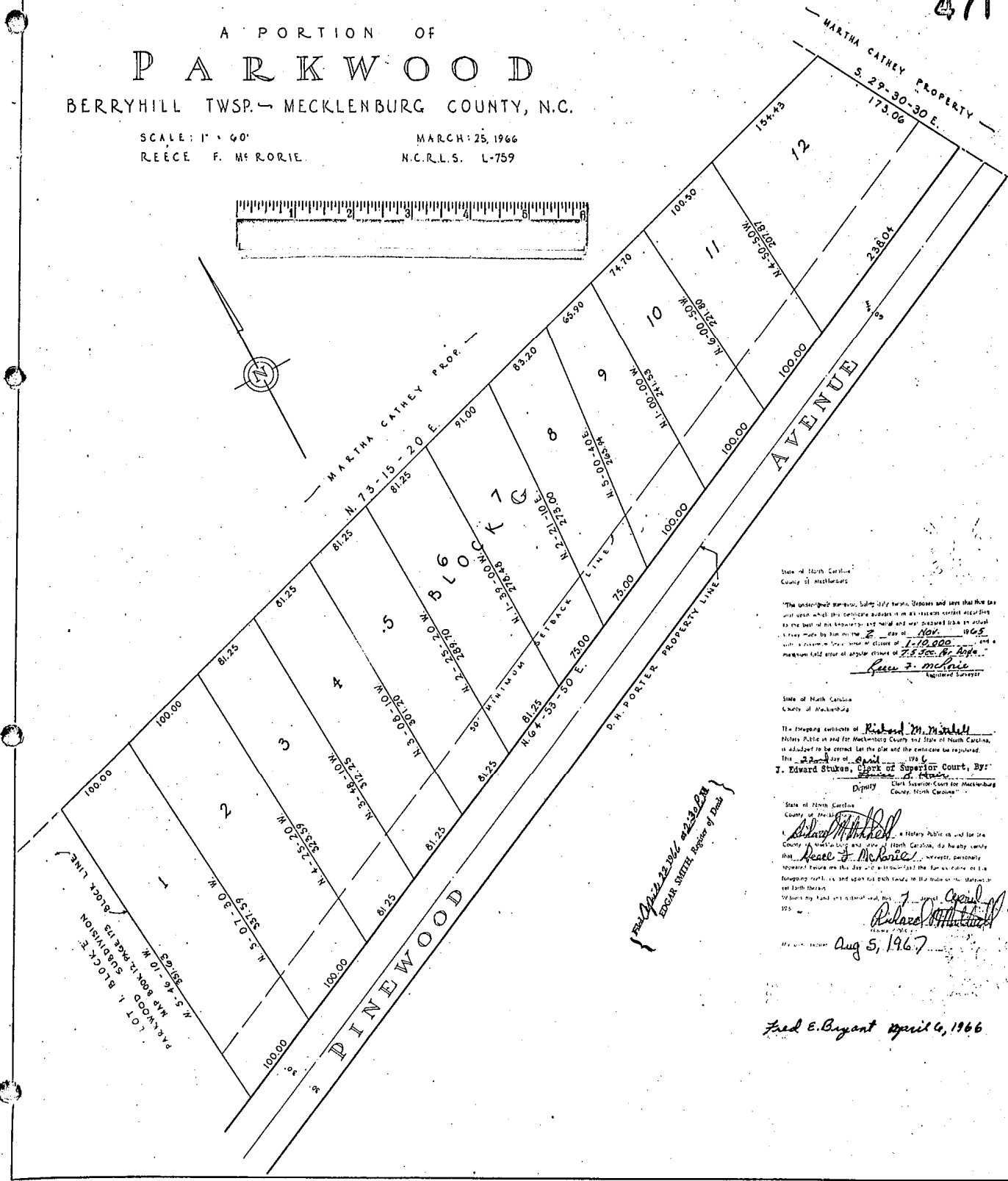
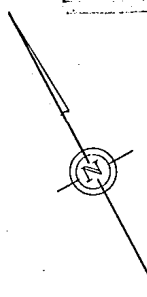
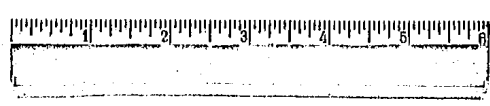
Survey



A PORTION OF
PARKWOOD
BERRYHILL TWSP. - MECKLENBURG COUNTY, N.C.

SCALE: 1" = 60'
REECE F. McRORIE

MARCH 25, 1966
N.C.R.L.S. L-759



State of North Carolina
County of Mecklenburg

"The undersigned surveyor, being duly sworn, deposes and says that this plat was prepared by him in accordance with the best of his knowledge and belief and was prepared like an actual survey made by him on the 2nd day of NOV. 1965 with a compass, level and all other instruments of 1-10,000' and a maximum field error of 2.5' per 10,000'."

Reece F. McRorie
Registered Surveyor

State of North Carolina
County of Mecklenburg

The foregoing certificate of Richard M. Mitchell, Notary Public in and for Mecklenburg County and State of North Carolina, is adjudged to be correct. Let the plat and the certificate be registered.

This 5th day of April, 1966

J. Edward Stokes, Clerk of Superior Court, By: Reece F. McRorie
Deputy Clerk Superior Court for Mecklenburg County, North Carolina

State of North Carolina
County of Mecklenburg

I, Richard M. Mitchell, a Notary Public in and for the County of Mecklenburg and State of North Carolina, do hereby certify that Reece F. McRorie, surveyor, personally appeared before me this day and acknowledged the foregoing plat as and upon his oath made to be true and correct to the best of his knowledge and belief and that he is duly sworn.

Witness my hand and official seal, this 7th day of April, 1966

Richard M. Mitchell
Notary Public

He was sworn Aug 5, 1967

Fred E. Bryant April 6, 1966

[Handwritten note:]
ENCLOSURE 423624
ENCLOSURE 423624

For Registration
 Fredrick Smith
 Register of Deeds
 Mecklenburg County, NC
 Electronically Recorded
 2021 Aug 23 09:15 AM RE Excise Tax: \$ 84.00
 Book: 36438 Page: 775 - 776 Fee: \$ 26.00
 Instrument Number: 2021161454

Fredrick Smith

NORTH CAROLINA SPECIAL WARRANTY DEED

Parcels: 113-122-47 & 113-122-48 Excise Tax= \$84.00
 Notice per NCGS §105-317.2: The below property [] is - [X] is not - a primary residence of the Grantor
 Property Address: 9344 & 9336 Pinewood Avenue, Charlotte, NC 28214-3317
 Prepared by: R. Steven Smith, Attorney PO Box 809 Paw Creek, NC 28130-0809
 Mail to: R. Steven Smith Attorney PO Box 809 Paw Creek, NC 28130-0809

Title NOT Searched NOR Certified

Index Description: Lots 7 & 8 Block G Map Book 12 page 471
 Portion of Parkwood

This Deed made this 19th day of August 2021, by and between:

GRANTOR	GRANTEE
Patricia Guin also known as, Patricia Pennell Guin Joined by spouse, Fred Christopher Guin 10724 Traymore Lane Charlotte, NC 28278-6823	Todd W. Johnston (unmarried) 9352 Pinewood Avenue Charlotte, NC 28214-3317

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 Berryhill Township, in Mecklenburg County, North Carolina and more particularly described as follows:

Being all of Lots 7 and 8 in Block G of a Portion of PARKWOOD as same is shown on plat thereof recorded in Map Book 12 page 471 in the Mecklenburg County Registry.

Parcels: 113-122-47 & 113-122-48
 Address: 9344 & 9336 Pinewood Avenue, Charlotte, NC 28214-3317

Derivation: Being the same property that Charles R. Buckley, III as Commissioner conveyed to Patricia Guin by deed filed June 15, 2018 in Book 32756 page 670 in the Mecklenburg 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 has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

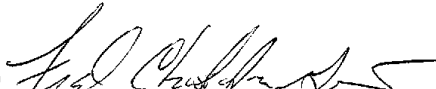
Title to the property hereinabove described is subject to the following exceptions:

- 1) All such valid and enforceable restrictions and easements as may appear of record;
- 2) The lien of ad valorem taxes for the current year; and


In witness whereof, the Grantor has set his hand and seal, the day and year first above written.


Patricia Guin

(SEAL)


Fred Christopher Guin

(SEAL)

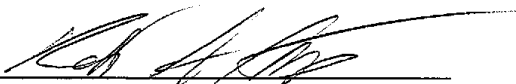
a/k/a 
Patricia Pennell Guin

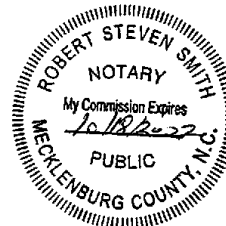
(SEAL)

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I, a Notary Public of the County of Mecklenburg and State aforesaid, certify that Patricia Guin, also known as Patricia Pennell Guin joined by spouse, Fred Christopher Guin personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand official stamp or seal, this August 19, 2021.


Robert Steven Smith
Notary Public for North Carolina
My Commission Expires: October 18, 2022



MECKLENBURG COUNTY, North Carolina
POLARIS 3G PARCEL OWNERSHIP AND GIS SUMMARY

Date Printed: 11/28/2025

Identity

Parcel ID	GIS ID
11312248	11312248

Postal Address on property

9336 PINEWOOD AV CHARLOTTE NC 28214

Property Characteristics

Legal Desc	L8 BG M12-471
Land Area	0.444 GIS AC
Fire District	West Mecklenburg
Special District	Fire Service A
Account Type	Individual
Municipality	Mecklenburg County-unincorporated
Land Use	Mobile Home Subdivision

Land Analysis - Jurisdiction

Mecklenburg	0.444 GIS AC (100.00%)
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Land Analysis - Zoning

MHP	0.444 GIS AC (100.00%)
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Land Analysis - Other

Layer	IN	OUT
Utility ROW	0.000 GIS AC (0.00%)	0.444 GIS AC (100.00%)
Railroad ROW	0.000 GIS AC (0.00%)	0.444 GIS AC (100.00%)
FEMA Floodplain	0.000 GIS AC (0.00%)	0.444 GIS AC (100.00%)
Post Const Buffers	0.000 GIS AC (0.00%)	0.444 GIS AC (100.00%)
SWIM Buffers	0.000 GIS AC (0.00%)	0.444 GIS AC (100.00%)

Site Location

ETJ Area	Charlotte
Historic District	No
Census Tract #	59.20
Inside BIP Opportunity Area	No

Ownership

Owner Name	Mailing Address
JOHNSTON TODD W	9352 PINEWOOD AVE CHARLOTTE NC 28214

Deed Reference(s) and Sale Price

Deed	Sale Date	Sale Price
36438-775	08/23/2021	\$42,000.00
32756-670	06/15/2018	\$41,500.00
17904-840	10/22/2004	\$0.00

Situs Addresses tied to Parcel

9336 PINEWOOD AV UNINC NC

Environmental Information (View map to verify)

FEMA Panel	3710450400K (03/03/2009)
FEMA Flood Zone	OUT
Comm Flood Zone	OUT
Water Quality Buffer	OUT
Post Construction District	Western Catawba
Stream Watershed District	PAW
Drinking Watershed	LOWER LAKE WYLIE (CA)

North View on 01/02/2025



MECKLENBURG COUNTY, North Carolina
POLARIS 3G PARCEL OWNERSHIP AND GIS SUMMARY

Date Printed: 11/28/2025

Identity

Parcel ID	GIS ID
11312247	11312247

Property Characteristics

Legal Desc	L7 BG M12-471
Land Area	0.501 GIS AC
Fire District	West Mecklenburg
Special District	Fire Service A
Account Type	Individual
Municipality	Mecklenburg County-unincorporated
Land Use	Mobile Home Subdivision

Land Analysis - Jurisdiction

Mecklenburg	0.501 GIS AC (100.00%)
-------------	------------------------

Land Analysis - Zoning

MHP	0.501 GIS AC (100.00%)
-----	------------------------

Land Analysis - Other

Layer	IN	OUT
Utility ROW	0.000 GIS AC (0.00%)	0.501 GIS AC (100.00%)
Railroad ROW	0.000 GIS AC (0.00%)	0.501 GIS AC (100.00%)
FEMA Floodplain	0.000 GIS AC (0.00%)	0.501 GIS AC (100.00%)
Post Const Buffers	0.000 GIS AC (0.00%)	0.501 GIS AC (100.00%)
SWIM Buffers	0.000 GIS AC (0.00%)	0.501 GIS AC (100.00%)

Site Location

ETJ Area	Charlotte
Historic District	No
Census Tract #	59.20
Inside BIP Opportunity Area	No

Ownership

Owner Name	Mailing Address
JOHNSTON TODD W	9352 PINWOOD AVE CHARLOTTE NC 28214

Deed Reference(s) and Sale Price

Deed	Sale Date	Sale Price
36438-775	08/23/2021	\$42,000.00
32756-670	06/15/2018	\$41,500.00
03091-249	01/01/1975	\$0.00

Situs Addresses tied to Parcel

9344 PINWOOD AV UNINC NC

Environmental Information (View map to verify)

FEMA Panel	3710450400K (03/03/2009)
FEMA Flood Zone	OUT
Comm Flood Zone	OUT
Water Quality Buffer	OUT
Post Construction District	Western Catawba
Stream Watershed District	PAW
Drinking Watershed	LOWER LAKE WYLIE (CA)

STATE OF NORTH CAROLINA

MVR-101 (Rev 06/2022)

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER
1FNC5814CX213772
 TITLE NUMBER
775597253029175

YEAR MODEL
1982

MAKE
OAKW
 TITLE ISSUE DATE
11/13/2025

BODY STYLE
HH
 PREVIOUS TITLE NUMBER
771416220745177

MAIL TO

TODD WILLIAM JOHNSTON
 9352 PINWOOD AVE
 CHARLOTTE NC 28214-3317

ODOMETER READING

ODOMETER STATUS

TITLE BRANDS

OWNER(S) NAME AND ADDRESS

TODD WILLIAM JOHNSTON
 9352 PINWOOD AVE
 CHARLOTTE NC 28214-3317



The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

Paul Tine

COMMISSIONER OF MOTOR VEHICLES



FIRST LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

SECOND LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

THIRD LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

FOURTH LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____

DATE _____

ADDITIONAL LIENS:

07807029

175 T1C1751

ANY ALTERATIONS OR ERASURES VOID TITLE

DATA PLATE

This Mobile Home, Model 58 x 14 Freedom, Serial No. 13772
 Mfg. by Homes By Fisher, Inc. of Richfield, N. C. 28137, is designed for South Roof Load Zone and
 Hurricane wind zone, and was manufactured on 9-16-81
 "The Mobile Home is designed to comply with the federal mobile home construction and safety standard in
 force at the time of manufacture." Design approval by Underwriters Laboratories.

STABILIZING DEVICES

HF - 113

FACTORY INSTALLED EQUIPMENT INCLUDES

	Circuit Rating if provided	Manufacturer	Model No.
COMFORT HEAT		Gen. Elect.	B&E 400
REFRIGERATOR		Gen. Elect.	TA 14
RANGE		Magic Chef	35AB-7
WATER HEATER		State	SWI-301H3881
CLOTHES WASHER	20AMP115AC*	NONE	NONE
CLOTHES DRYER		NONE	NONE
AIR CONDITIONER		NONE	NONE
WASTE DISPOSER		NONE	NONE
DISH WASHER		NONE	NONE
SMOKE DETECTOR		Firex	FXW-1
OTHER		NONE	NONE



- * Terminates in receptacle only
- ** Terminates in junction box
- *** Terminates in fused disconnect (with receptacle)

ZONE MAP






MINIMUM DESIGN LIVE LOADS

WIND LOADS

zone		horizontal	uplift
I STANDARD		15 psf	9 psf
II HURRICANE		25 psf	15 psf

ROOF LOADS

zone		vertical
NORTH		40 psf (snow)
MIDDLE		30 psf (snow)
SOUTH		20 psf (minimum)



Sample

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Big 6 Properties ("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": Todd William Johnston
- (b) "Buyer": _____
- (c) "Property": Street Address: 9336 & 9344 Pinewood Ave
 City: Charlotte Zip: 28214 County: Mecklenburg, NC
 Lot/Unit _____, Block/Section G, Subdivision/Condominium _____
 Plat Book/Slide 12 at Page(s) 471 PIN/PID: 11312247/11312248
 Other description: L7 and L8 BG M12-471; Portion of Parkwood/ MHP subdivision
 Some or all of the Property may be described in Deed Book 36438 at Page 775
 Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

☐ ADDITIONAL PARCELS. If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

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

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit. If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

- (d) "Purchase Price": \$ TBD paid in U.S. Dollars upon the following terms:
- \$ 5,000.00 EARNEST MONEY DEPOSIT as ☐ cash ☐ personal check ☒ official bank check
☐ wire transfer ☐ electronic transfer
- \$ 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 TBD ("Escrow Agent") either ☒ on the Effective Date or ☐ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

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

- (e) "Closing Date" (See paragraph 8 for details): 45 days from Effective 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.



NC REALTORS®

Buyer Initials _____ Seller Initials _____



STANDARD FORM 620-T

Revised 7/2024

© 7/2025

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:
N/a

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

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

7WJ **3. PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:
~~N/a~~ **Mobile Home: HFNC5814CK213772**

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 03/10/2026 ^{or upto 45 days after} _{effective date} (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.

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

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

11. **SELLER OBLIGATIONS:**

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

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

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

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

13. **OTHER PROVISIONS AND DISCLOSURES:**

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

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

OR

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

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

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

☐ The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

(c) **Lead-Based Paint Disclosure** (*check if applicable*):

☐ The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (*itemize all addenda and attach hereto*):

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☒ **Form 610 Buyers premium**

☒ **Form 220 Agent compensation**

☐ **2A11-T Additional Provisions**

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

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

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

Owners' association website address, if any: _____

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

Owners' association website address, if any: _____

(f) **Other:**

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

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **APPLICABLE LAW:** This Contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. **REMEDIES:**

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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.

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 #: _____ Email: info@big6properties.com

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

Firm Mailing Address: Big6 Properties PO Box 99 Taylorsville NC 28681

NCAL Firm License #: 10471

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: Big6 Properties PO Box 99 Taylorsville NC 28681

NCAL Firm License #: c31790 **10467**

BID CALLER INFORMATION:

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

**Co-listed: United Country Real Estate Blue Ridge
Land & Auction**

Matthew Gallimore

102 S. Locust St Floyd Va 24091

540-239-2585

Gallimore.Matt@gmail.com

NCBroker 311692 NCAL 10250 NCAF 10299 NC C35716

ADDITIONAL PROVISIONS ADDENDUM

Property: 9336 & 9344 Pinewood Ave, Charlotte, NC 28214

Seller: Todd William Johnston

Buyer: _____

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract – Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

1. _____ **EXPIRATION OF OFFER:** This offer shall expire unless unconditional acceptance is delivered to Buyer on or before _____ ☐ AM ☐ PM, on _____, **TIME IS OF THE ESSENCE**, or until withdrawn by Buyer, whichever occurs first.

2. _____ **SEPTIC SYSTEM INSTALLATION/ MODIFICATION:** As a part of the Buyer's Due Diligence, Buyer intends to obtain an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☐ conventional or ☐ other _____ ground absorption sewage system for a _____ bedroom home. Except for the costs for clearing the Property, all costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer unless otherwise agreed. Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections by no later than _____.

NOTE: Insert a date that will allow testing to be completed prior to the end of the Due Diligence Period.

3. _____ **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property shall be conveyed subject to existing leases and/or rights of tenants. Seller shall deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. Seller authorizes and directs any property management company and any attorney who currently represents or who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the above items as well as the rent roll to include property address, amount of the current monthly rent, amount of security deposit, and all past due rent amounts.

NOTE: Insert a date that will allow review to be completed prior to the end of the Due Diligence Period.

Any security deposit held in connection with any lease(s) shall be transferred to Buyer at Settlement and otherwise in accordance with North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-54). Seller ☐ will ☐ will not transfer to Buyer any pet fee/deposit at Settlement. Seller shall deliver assignment of any lease at or before Closing, unless the lease does not permit assignment.

The name, address, telephone number, and email address of any property manager and property management company for the Property is: _____

All means of access to the Property, other than those in tenant's possession (including all keys, codes including security codes, garage door openers, and electronic devices), must be delivered to Buyer at Closing. Except for any devices under a tenant's control, Seller will comply with section 2(c) of the Contract prior to Closing.

NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.



This form jointly approved by:
 North Carolina Bar Association
 NC REALTORS®



Buyer's initials _____ Seller's initials _____

4. _____ **AGREED-UPON REPAIRS AND/OR IMPROVEMENTS:** Seller agrees, prior to Settlement Date and at Seller's expense, to complete the following items:_____

Buyer shall have the right to verify, prior to Settlement, that the above items have been completed in a good and workmanlike manner.

5. **x** _____ **MANUFACTURED (MOBILE) HOME:** The Property shall include the following manufactured (mobile) home(s) located on the Property: VIN(s): HFNC5814CK213772 or ☐ VIN(s) unknown Other description (year, model, etc.): _____

6. _____ **POOL/SPA INSPECTION/PREPARATION:** Any pool/spa inspection(s) Buyer may choose to conduct shall be at Buyer's expense in accordance with the Contract. Any costs associated with putting the pool/spa in operable condition so that it may be properly inspected (including but not limited to pool/spa cover removal, filling pool/spa with water, operating electricity and filtration system) and any costs associated with any necessary re-winterizing of the pool/spa following any inspection(s), shall be the responsibility of ☐ Seller ☐ Buyer (if neither box is checked, Buyer shall be responsible).

7. _____ **OFF-SITE AND/OR SEPARATE SEPTIC LOT, BOAT SLIP, GARAGE, PARKING SPACE, STORAGE UNIT.** Sale of the Property shall include the following (check all that apply) ☐ deeded ☐ leased ☐ Seller-owned ☐ HOA-owned septic lot, boat slip, garage, parking space, or storage unit (describe any and all):

Seller agrees to execute any additional documents, if necessary and at seller's expense, to complete the transfer of Seller's interest in any property described in this paragraph.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE 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.

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) Todd William Johnston (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____



Working With Real Estate Agents Disclosure (For Buyers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this buyer.

_____ **Buyer Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

_____ **Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.*

_____ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.*

**Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.*

☒ **Unrepresented Buyer** (Seller subagent): The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

Note to Buyer: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Buyer's Signature

Print Name

Buyer's Signature

Print Name

Date

United Country Blue
Ridge Land &
Auction

Sharon C. Roseman 11/28/2025
Sharon Roseman

Matthew Gallimore

229274

311692

Big 6 Properties

Agent's Name

Matthew Gallimore

Agent's License No.

Firm Name



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 9336 & 9344 Pinewood Ave, Charlotte, NC 28214

Owner's Name(s): Todd William Johnston

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

Owner Signature: Todd William Johnston Date 11/28/2025, ____

Owner Signature: _____ Date _____, ____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____, ____

Purchaser Signature: _____ Date _____, ____



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 9336 & 9344 Pinewood Ave, Charlotte, NC 28214

Owner's Name(s): Todd William Johnston

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 TWJ

Buyer Initials _____ Owner Initials _____

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? _____	<input type="radio"/>	<input type="radio"/>	<input checked="" 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 type="radio"/>	<input checked="" 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 type="radio"/>	<input checked="" 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 type="radio"/>	<input checked="" 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	NA Yes No NR
Foundation <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Windows <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Attached Garage <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	
Slab <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Doors <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Fireplace/Chimney <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	
Patio <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Ceilings <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Interior/Exterior Walls <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	
Floors <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Deck <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Other: _____ <input type="radio"/> <input type="radio"/> <input type="radio"/> <input 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 type="radio"/>	<input checked="" type="radio"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="radio"/>	<input type="radio"/>	<input checked="" 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 *TWJ*
 Buyer Initials _____ Owner Initials _____

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="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Plumbing system (pipes, fixtures, water heater, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Sewer system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Water supply (water quality, quantity, or pressure)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

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

Buyer Initials _____ Owner Initials TWJ
 Buyer Initials _____ Owner Initials _____

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 type="radio"/>	<input checked="" type="radio"/>

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Irrigation system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Sump pump	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Elevator system or component	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Pool/hot tub /spa	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Gas logs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Appliances to be conveyed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	TV cable wiring or satellite dish	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Central vacuum	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
										Garage door system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
										Security system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
										Other: _____	<input type="radio"/>	<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 TWJ
 Buyer Initials _____ Owner Initials _____

	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 *TWJ*
 Buyer Initials _____ Owner Initials _____

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: Todd William Johnston Date 11/28/2025

Owner Signature: _____ Date _____

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 _____

**BUYER'S PREMIUM AGREEMENT
AUCTION SALES**

THIS AGREEMENT, between Big 6 Properties, 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: 9336 & 9344 Pinewood Ave, Charlotte, NC 28214 ("Property").

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

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

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: _____

Big 6 Properties United Country Real Estate Blue Ridge Land & Auction
Firm

By: _____

Date: _____



COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": Todd William Johnston

"Buyer": _____

"Property": 9336 & 9344 Pinewood Ave, Charlotte, NC 28214

- 1. FEE:** (Check Only One) ☐ Seller or ☐ Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: ☐ _____ % of the gross sales price; ☐ A flat fee of \$ _____; or, ☒ Other: 2% of High bid/Gavel price and not contract price.
- 2. PAYMENT:** The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.
- 3. TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or March 31, 20 26, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach. If Listing Firm has agreed to pay the Fee, Listing Firm will not be obligated to pay if Seller breaches the Contract and Listing Firm is not paid. Buyer signs below only to acknowledge and consent to the Fee.
- 4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

<div style="text-align: right; font-size: small; margin-bottom: 5px;">United Country Real Estate Blue Ridge Land & Auction</div> Listing Firm: <u>Big 6 Properties</u> Agent Name (Print): <u>Sharon C. Roseman</u> By: <u>Sharon C. Roseman</u> <u>Matthew Gallimore</u> (Agent Signature) Date: <u>11/28/2025</u> <u>Matthew Gallimore</u> <div style="text-align: right;"><u>11/29/2025</u></div>	<div style="text-align: right; font-size: small; margin-bottom: 5px;">United Country Real Estate Blue Ridge Land & Auction</div> Selling Firm: <u>Big 6 Properties</u> Agent Name (Print): <u>Sharon Roseman Matthew Gallimore</u> By: _____ (Agent Signature) Date: _____
Seller: <u>Todd William Johnston</u> (Signature) Date: <u>11/28/2025</u> Seller: _____ (Signature) Date: _____ Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____	Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Date: _____ Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____



NC REALTORS®

