



**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** – Christopher J McClatchey, Christina R McClatchey, and MCP Rentals LLC

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, January 28<sup>th</sup>, 2026 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 / 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:**

- 1) +/-24.56 Acres; Parcel ID: 0012643; OFF SR 1435-ADJ AC; Deed Book 602 Page 260-263
- 2) +/-129.95 Acres and Improvements; Parcel ID: 0012168; OFF SR 1432; Deed Book 593 Page 1699-1701

**Address:** 1535 10 Acre Rock Ct., Taylorsville, NC 28681

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, January 28<sup>th</sup>, 2026 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](mailto: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 **Monday, March 16<sup>th</sup>, 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](mailto: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](mailto: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**

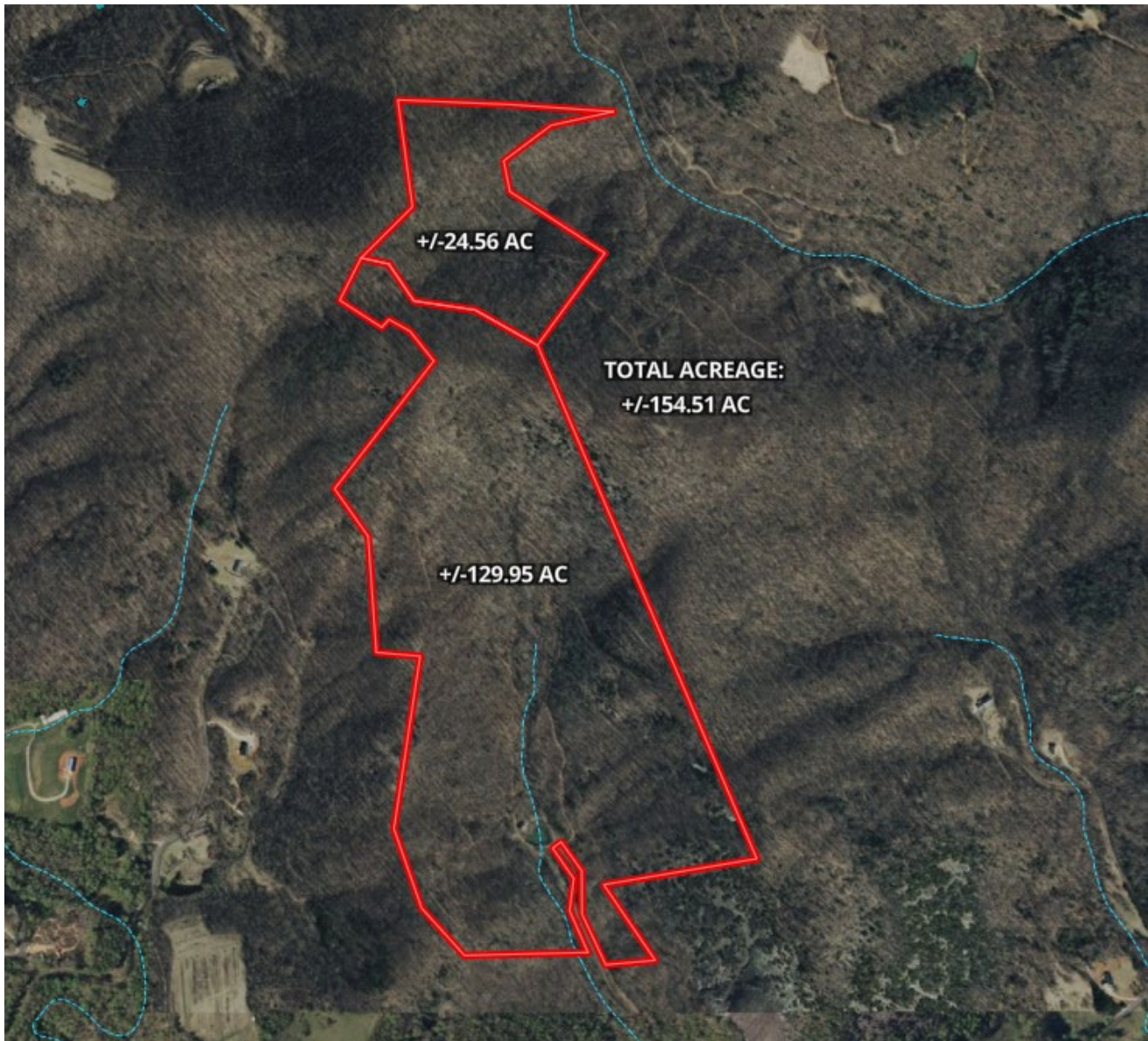
North Carolina Broker License #	229274
North Carolina Real Estate Firm License #	C31790
North Carolina Auctioneer License #	10467
North Carolina Auction Firm License #	10471
Tennessee Broker License #	376536
Tennessee Real Estate Firm License #	266348





**Auction Services**

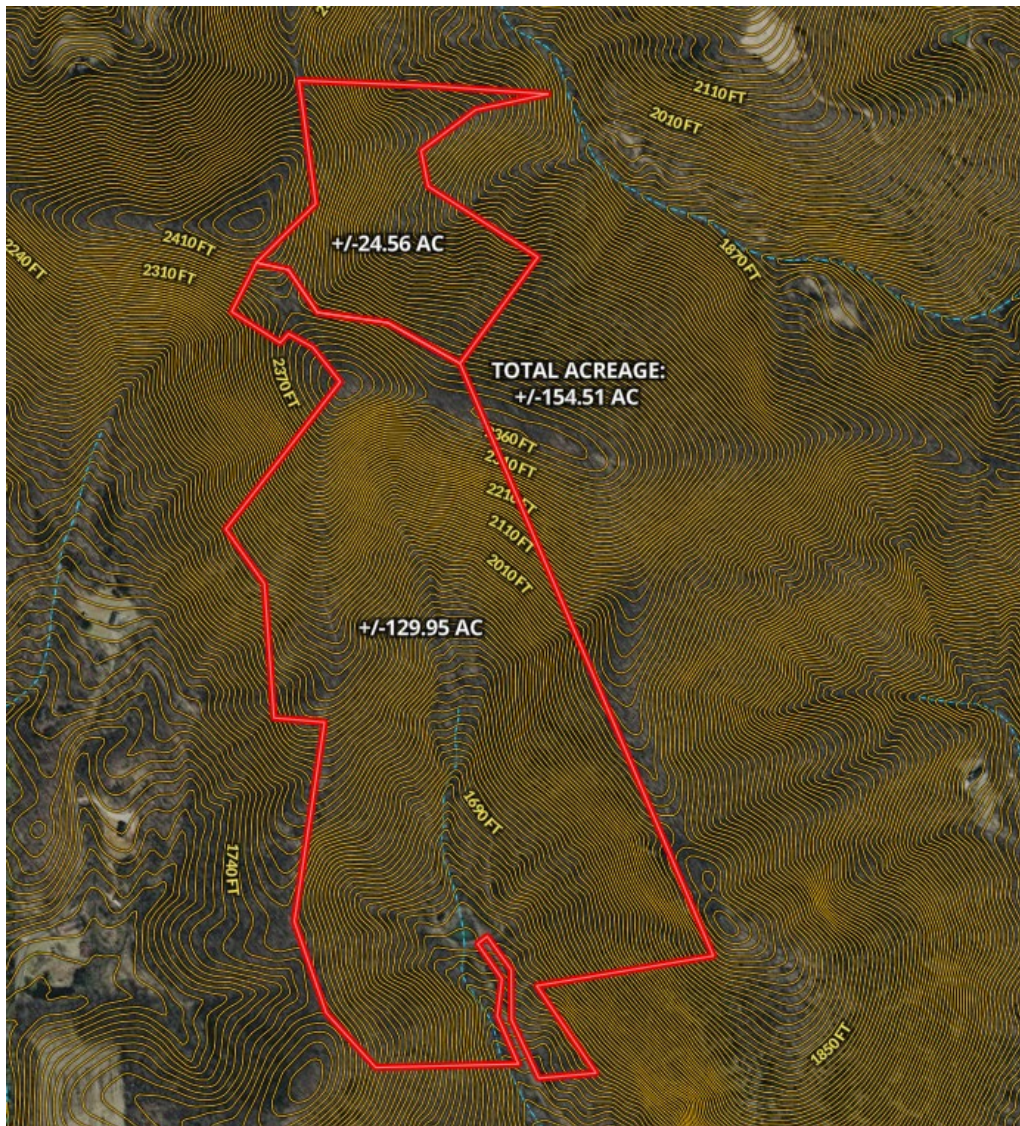
# Aerial



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



# Contour



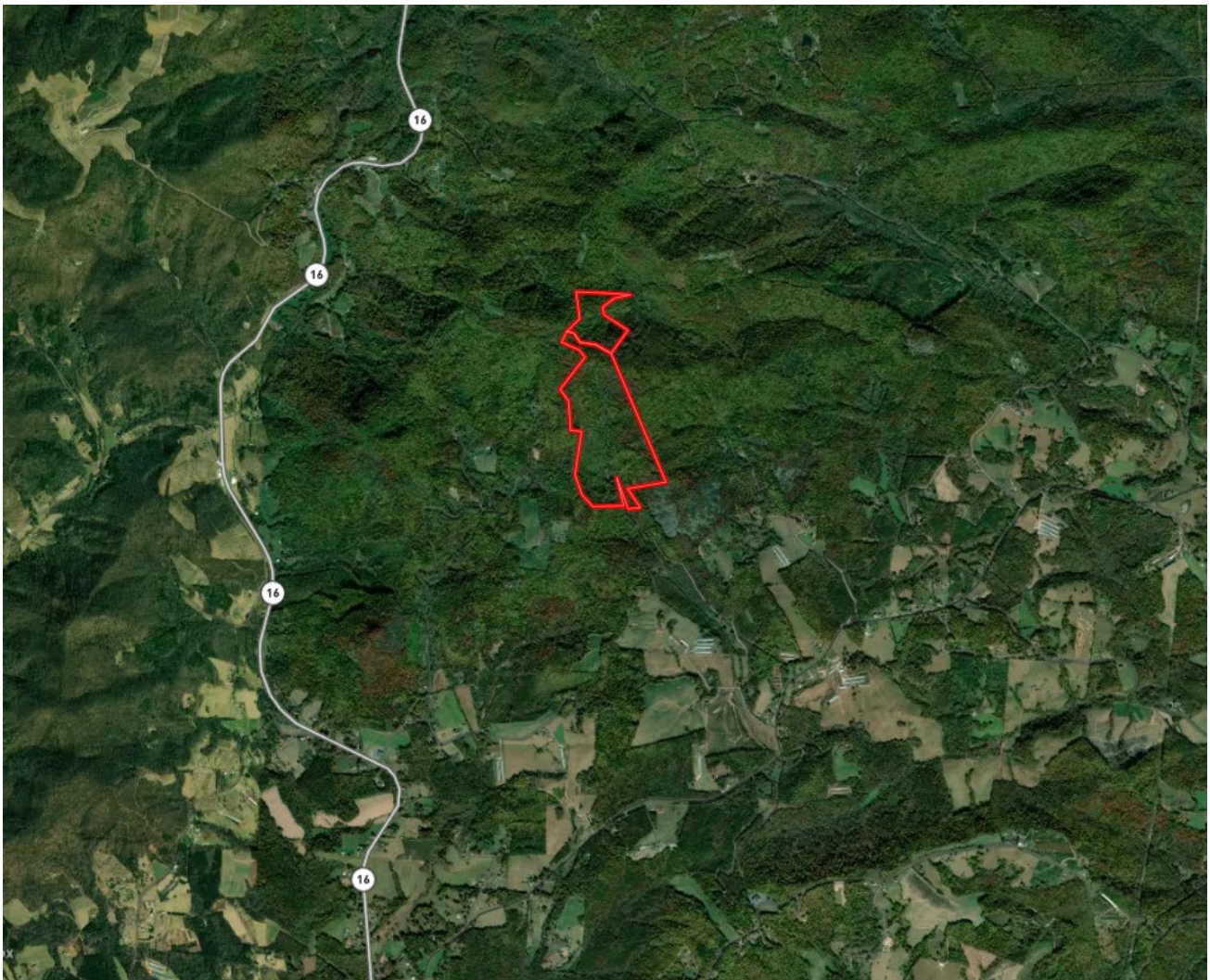
**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only.\*\***





# Neighborhood

1535 Ten Acre Rock Ct.,  
Taylorsville, NC 28681







# Location

1535 Ten Acre Rock Ct.,  
Taylorsville, NC 28681





# Alexander County

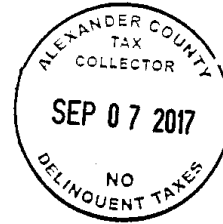
TAX ADMINISTRATION RECORD SEARCH

**+/- 24.56 AC Tax Card**

<b>Property Owner</b> MCP RENTALS LLC	<b>Owner's Mailing Address</b> 865 N COCOA BLVD COCOA , FL 32922	<b>Property Location</b> COVE GAP RD																														
<b>Administrative Data</b> Parcel ID No. <b>0012643</b> OLD Tax ID <b>F-2 0017</b> PIN <b>3853 95 9230</b>  Owner ID <b>9339503</b>  Tax District <b>128 - VASHTI FIRE</b>  Land Use Code <b>13</b> Land Use Desc <b>RURAL VACANT</b>  Neighborhood <b>0801</b>	<b>Administrative Data</b> Legal Desc <b>OFF SR 1435-ADJ AC</b>  Deed Year Bk/Pg <b>2017 - 0602 / 0260</b> Plat Bk/Pg <b>/</b>  <b>Sales Information</b> Grantor <b>YADKIN BANK</b>  Sold Date <b>2017-09-07</b> Sold Amount \$ <b>0</b>	<b>Valuation Information</b>  Market Value \$ <b>70,567</b>  <small>Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal</small>  <b>Assessed Value \$ 70,567</b>  <small>If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.</small>																														
<b>Improvement Detail</b> <b>(1st Major Improvement on Subject Parcel)</b> Year Built <b>0</b> Built Use/Style <b>/</b> Current Use <b>/</b> Grade <b>/</b> * Percent Complete <b>0</b> Heated Area (S/F) <b>0</b> Fireplace (Y/N) <b>N</b> *** Multiple Improvements <b>0</b>  <small>* Note - As of January 1</small> <small>** * Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</small>																																
<b>Sales History</b> <b>5 Previous Sales Found for Parcel number 0012643</b> <table border="1"><thead><tr><th>Record Num</th><th>Sales Year</th><th>Name</th><th>Book/Page</th><th>Sale Price</th></tr></thead><tbody><tr><td>1</td><td>2018</td><td>MCP RENTALS LLC</td><td>0602 / 0260</td><td>\$0.00</td></tr><tr><td>2</td><td>2017</td><td>YADKIN BANK</td><td>0588 / 1612</td><td>\$0.00</td></tr><tr><td>3</td><td>2007</td><td>HAGER ROSALEEN S</td><td>501 / 0480</td><td>\$143,500.00</td></tr><tr><td>4</td><td>2006</td><td>LOVE MARK &amp; HOLLY</td><td>0482 / 1567</td><td>\$78,000.00</td></tr><tr><td>5</td><td>2005</td><td>WATTS DON D % STEVE STARNES</td><td>0088 / 0657</td><td>\$0.00</td></tr></tbody></table>			Record Num	Sales Year	Name	Book/Page	Sale Price	1	2018	MCP RENTALS LLC	0602 / 0260	\$0.00	2	2017	YADKIN BANK	0588 / 1612	\$0.00	3	2007	HAGER ROSALEEN S	501 / 0480	\$143,500.00	4	2006	LOVE MARK & HOLLY	0482 / 1567	\$78,000.00	5	2005	WATTS DON D % STEVE STARNES	0088 / 0657	\$0.00
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Type: DEED  
Recorded: 09/07/2017 at 10:01:34 AM  
Fee Amt: \$66.00 Page 1 of 4  
Revenue Tax: \$40.00  
Alexander, NC  
Benjamin W. Hines Register of Deeds  
File#

BK 602 PG 260-263

**+/- 24.56 AC Deed**

**NORTH CAROLINA  
SPECIAL WARRANTY DEED**

Excise Tax: \$ 40.00

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No. 0012643

Mail after recording to:

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

THIS DEED made this 5<sup>th</sup> day of September, 2017 by and between**GRANTOR**

First National Bank of Pennsylvania, Successor by Merger to Yadkin Bank

Mailing Address: 4140 E. State Street  
Hermitage, PA 16148**GRANTEE**

MCP Rentals, LLC, a Florida Limited Liability Company

Mailing Address: 125 E Merritt Island Causeway, Suite 107-127  
Merritt Island, FL 32952

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 \_\_\_\_\_, Sugarloaf Township, Alexander County, and Moravian Falls Township, Wilkes County, North Carolina, and more particularly described as follows:

For complete description see Exhibit "A" attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by Trustee's Deed to Yadkin Bank recorded in Book 588 at Page 1612 of the Alexander County Registry and in Book 1220 at Page 313 of the Wilkes County Registry. Yadkin Bank merged into First National Bank of Pennsylvania by Certificate of Merger recorded in Book 598 at Page 68 of the Alexander County Registry.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_.

All or a portion of the property herein conveyed \_\_\_\_\_ includes or X does not include the primary residence of a Grantor.

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.

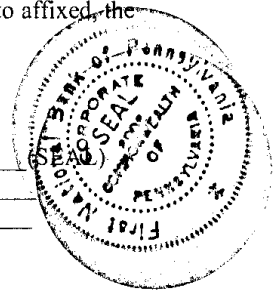
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record, if any and current year ad valorem taxes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

First National Bank of Pennsylvania

By : [Signature]  
Printed Name: PATRY J DEPRETA  
Title: VICE PRESIDENT



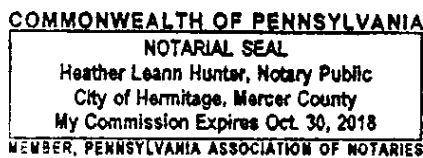
STATE OF Pennsylvania COUNTY OF Mercer

I, Heather Leann Hunter, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Patty J. DePreta, Vice President, Grantor(s).

Witness my hand and official stamp or seal, this the 5<sup>th</sup> day of September, 2017.

My Commission Expires: 10-30-18

Heather Leann Hunter  
Notary Public



Print Notary Name: Heather Leann Hunter

Christopher McClatchey/Cove Gap Rd, Moravian Falls/Deed

# **EXHIBIT "A"**

A certain tract or parcel of land containing 24.56 acres, lying and being in Sugarloaf Township, Alexander County, and in Moravian Falls Township, Wilkes County North Carolina being part of the land conveyed to Mark & Holly Love by Deed recorded in Deed Book 482, Page 1567, Alexander County Registry (ACR). Bounded on the North by Mark and Holly Love, on the East by A. Lee Watts, on the South by Stephen and Helen DaCosta, on the West by Welborn Anderson and being more particularly described by bearing rotated to Deed North – Deed Book 474, Page 1587 (ACR) as surveyed by Russell N. Vogel, PLS L-3016 on February 1, 2005 and revised on October 22, 2006:

BEGINNING on an existing stone, said stone being the common corners of the land as conveyed to Stephen and Helen DaCosta by Deed recorded in Deed Book 2442, Page 725 (ACR), and the land as conveyed to A. Lee Watts by Deed recorded in Deed Book 310, Page 310, Second Tract (ACR); thence the following four (4) courses and distances: (1) North 59 degrees 22 minutes 46 seconds West 410.35 feet to a marked Ash, (2) North 80 degrees 23 minutes 17 seconds West 353.92 feet to an axle at a stone, (3) North 33 degrees 06 minutes 08 seconds West 255.31 feet to an existing stone, (4) North 76 degrees 33 minutes 21 seconds West 162.16 feet to an existing stone in the southeast line of land as conveyed to Welborn Anderson by Deed recorded in Deed Book 333, Page 216, Wilkes County Registry; thence the following three (3) courses and distances: (1) North 48 degrees 11 minutes 16 seconds East 60.33 feet to an existing stone, (2) North 46 degrees 16 minutes 11 seconds East 354.11 feet to a five-eighths inch rebar set, (3) North 06 degrees 34 minutes 23 seconds West 600.54 feet to a point, said point being located South 06 degrees 34 minutes 23 seconds East 496.94 feet from an existing iron pipe; thence a new line South 86 degrees 21 minutes 22 seconds East 1187.51 feet to a point at the center of a 60 foot right of way at its end; thence South 63 degrees 31 minutes 11 seconds East 40.00 feet to an existing axle at a stone; thence along said branch the following three (3) courses and distances: (1) South 78 degrees 49 minutes 49 seconds West 365.15 feet along said branch to a five-eighths inch rebar set, (2) South 54 degrees 29 minutes 00 seconds West 338.83 feet to a five-eighths inch rebar set, (3) South 10 degrees 10 minutes 29 seconds East 178.53 feet to a five-eighths inch rebar set; thence leaving said branch South 57 degrees 32 minutes 39 seconds East 648.27 feet to a five-eighths inch rebar set; thence South 37 degrees 27 minutes 15 seconds West 652.48 feet to the POINT of BEGINNING, containing 24.56 acres by coordinate geometry.

FOR BACK TITLE see Trustee's Deed to Yadkin Bank recorded in Book 588 at Page 1612 of the Alexander County Registry and in Book 1220 at Page 313 of the Wilkes County Registry. For further title reference, see Certificate of Merger filed with the North Carolina Secretary of State and recorded in Book 598 at Page 68 of the Alexander County Registry, said Certificate of Merger indicating that Yadkin Bank merged into First National Bank of Pennsylvania on March 10, 2017.

Christopher McClatchey/Cove Gap Rd, Moravian Falls/Exhibit A





# Alexander County

TAX ADMINISTRATION RECORD SEARCH

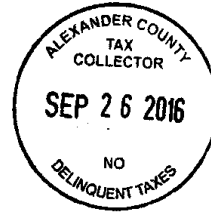
**+/- 129.95 AC Tax Card**

<b>Property Owner</b> MCCLATCHEY CHRISTOPHER	<b>Owner's Mailing Address</b> 865 N COCOA BLVD COCOA , FL 32922	<b>Property Location</b> 1535 TEN ACRE ROCK CT															
<b>Administrative Data</b> Parcel ID No. <b>0012168</b> OLD Tax ID <b>F-3 0022G</b> PIN <b>3853 92 9872</b>  Owner ID <b>9338376</b>  Tax District <b>126 - SUGAR LOAF FIRE</b>  Land Use Code <b>03</b> Land Use Desc <b>RURAL IMPROVED</b>  Neighborhood <b>0801</b>	<b>Administrative Data</b> Legal Desc <b>OFF SR 1432</b>  Deed Year Bk/Pg <b>2016 - 0593 / 1699</b> Plat Bk/Pg           /  <b>Sales Information</b> Grantor <b>DACOSTA STEPHEN</b>  Sold Date <b>2016-09-26</b> Sold Amount \$ <b>450,000</b>	<b>Valuation Information</b>  Market Value    \$ <b>459,275</b>  <small>Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal</small>  <b>Assessed Value \$            459,275</b>  <small>If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.</small>															
<b>Improvement Detail</b> <b>(1st Major Improvement on Subject Parcel)</b> Year Built <b>1987</b> Built Use/Style <b>CONVENTIONAL</b> Current Use <b>C+- /</b> Grade <b>C+- /</b> * Percent Complete <b>100</b> Heated Area (S/F) <b>1,624</b> Fireplace (Y/N) <b>N</b> *** Multiple Improvements <b>0</b>  <small>* Note - As of January 1</small> <small>** * Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</small>																	
<b>Sales History</b> <b>2</b> Previous Sales Found for Parcel number 0012168 <table border="1"><thead><tr><th>Record Num</th><th>Sales Year</th><th>Name</th><th>Book/Page</th><th>Sale Price</th></tr></thead><tbody><tr><td>1</td><td>2017</td><td>MCCLATCHEY CHRISTOPHER</td><td>0593 / 1699</td><td>\$450,000.00</td></tr><tr><td>2</td><td>1984</td><td>DACOSTA STEPHEN</td><td>0242 / 0725</td><td>\$0.00</td></tr></tbody></table>			Record Num	Sales Year	Name	Book/Page	Sale Price	1	2017	MCCLATCHEY CHRISTOPHER	0593 / 1699	\$450,000.00	2	1984	DACOSTA STEPHEN	0242 / 0725	\$0.00
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2	1984	DACOSTA STEPHEN	0242 / 0725	\$0.00													

**+/-129.95 AC Deed**

Type: DEED  
 Recorded: 9/26/2016 10:22:45 AM  
 Fee Amt: \$926.00 Page 1 of 3  
 Revenue Tax: \$900.00  
 Alexander, NC  
 Benjamin W. Hines Register of Deeds  
 File#

BK 593 PG 1699 - 1701



## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$900.00

Parcel Identifier No. 0012168  
 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 2016  
 By: \_\_\_\_\_

Mail/Box to: \_\_\_\_\_  
 This instrument was prepared by: Mark T. Davis, Attorney, P.O. Box  
 1087, Taylorsville, NC 28681  
 Brief description for the Index: \_\_\_\_\_

THIS DEED made this 16<sup>th</sup> day of September, 2016, by and  
 between:

Grantor: STEPHEN DaCOSTA, widower of Helen S. DaCosta

Grantee: CHRISTOPHER McCLATCHEY  
 Address: 125 E Merritt Island Cswy #107-127  
Merritt Island FL 32952

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 \_\_\_\_\_, Sugar Loaf Township,  
 Alexander County, North Carolina and more particularly described  
 as follows:

For complete description see Exhibit "A" attached  
 hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by  
 instrument recorded in Book 242 at Page 725.

All or a portion of the property herein conveyed \_\_\_\_\_ includes or X does not include the primary residence of a Grantor.


A map showing the above described property is recorded in Plat Book \_\_\_\_\_ at 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, other than the following exceptions:

All matters of record.

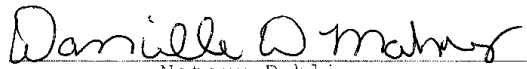
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

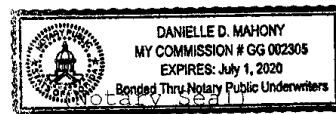
  
\_\_\_\_\_  
STEPHEN DaCOSTA,  
widower of Helen S. DaCosta (SEAL)

STATE OF Florida  
COUNTY OF Brevard

I, Danielle D. Mahony the undersigned Notary Public of the County of Brevard and State aforesaid, certify that STEPHEN DaCOSTA personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this the 16th day of September, 2016.

  
\_\_\_\_\_  
Notary Public  
Printed Name: Danielle D. Mahony  
My Commission Expires: 07-01-20



Christopher McClatchey/Deed



**EXHIBIT "A"**

BEGINNING on a stone at a fence, Sadie Jolly's Northwest corner, and runs North 52 degrees 36 minutes 50 seconds West 362.97 feet to an iron stake at a corner of another fence; thence North 29 degrees 55 minutes 20 seconds West 495.15 feet to an iron stake in the center of an old road; thence North 00 degrees 54 minutes 10 seconds West 425.11 feet with the center of an old road to a point in its intersection with another road; thence North 02 degrees 06 minutes 40 seconds West 545.90 feet with the center of the old road to an iron stake in its center; thence South 85 degrees 18 minutes 30 seconds West 250.77 feet to a stone and rocks; thence North 11 degrees 27 minutes 10 seconds West 665.84 feet to an "X" mark chiseled on a large rock, said rock being 12 feet from a Hickory tree; thence North 43 degrees 56 minutes 20 seconds West 334.43 feet to an "X" mark chiseled on another large rock; thence North 29 degrees 57 minutes East 869.50 feet to an old dogwood corner; thence North 25 degrees 14 minutes 40 seconds East 420.43 feet to an iron stake; thence a due East course 66 feet to an iron stake; thence South 60 degrees East 726 feet to an iron stake; thence South 46 degrees East 90.75 feet to an iron stake; thence South 87 degrees 12 minutes 40 seconds East 297 feet to a stone; thence South 20 degrees 50 minutes 40 seconds East 3,189.12 feet to a stone; thence South 82 degrees 47 minutes 50 seconds West 1,641.42 feet to the BEGINNING, containing 129.95 acres, more or less.

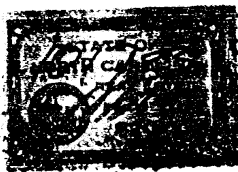
THERE IS ALSO CONVEYED HERewith a perpetual 60-foot wide right and easement for ingress, egress, and regress as shown in deed recorded in Book 242 at Page 725 of the Alexander County Registry and as shown in Easement for Roadway recorded in Book 162 at Page 351 of the Alexander County Registry.

FOR BACK TITLE see deed recorded in Book 242 at Page 725 of the Alexander County Registry, this being the same property as described in Book 162 at Page 759 of the Alexander County Registry.

Christopher McClatchey/Deed

# Right Of Way

BOOK 242 PAGE 725

This Deed drawn by: Archibald H. Scales, III, Attorney at Law Ste. 116, 3010 MaplewoodMail this Deed to: Avenue, Winston-Salem, North Carolina 27103  
(Name) (Street and Number) (City) (State) (Zip)Mail future tax bills to: \_\_\_\_\_  
(Name) (Street and Number) (City) (State) (Zip)THIS DEED, Made this the \_\_\_\_\_ day of September, 1983by RAYMOND G. DICKINSON and wife, BEATRICE L. DICKINSON

\$25.00

part ies of the first part, to STEPHEN DaCOSTA and wife, HELEN S. DaCOSTAAddress: 522 Crooked Mile Road, Merritt Isle, Floridapart ies of the second part;Witnesseth That the said part ies of the first part, in consideration of (\$ 10.00 & O.V.C.) TEN DOLLARSAND OTHER VALUABLE CONSIDERATION to them paid by the said part ies of the second

part, the receipt of which is hereby acknowledged, has/have bargained and sold, and by these presents do

bargain, sell and convey unto the said part ies of the second part and their heirs a tract or parcel ofland in the County of Alexander and State of North Carolina, in Sugarloaf Township, and bounded as follows:

Beginning on a stone at a fence, Sadie Jolly's Northwest corner, and runs North 52 degrees, 36 minutes, 50 seconds West 362.97 feet to an iron stake at a corner of another fence; thence North 29 degrees 55 minutes 20 seconds West 495.15 feet to an iron stake in the center of an old road; thence North 0 degrees 54 minutes 10 seconds West 425.11 feet with the center of an old road to a point in its intersection with another road; thence North 2 degrees 6 minutes 40 seconds West 545.90 feet with the center of the old road to an iron stake in its center; thence South 85 degrees 18 minutes 30 seconds West 250.77 feet to a stone and rocks; thence North 11 degrees 27 minutes 10 seconds West 665.84 feet to an "X" mark chiseled on a large rock, said rock being 12 feet from a Hickory tree; thence North 43 degrees, 56 minutes, 20 seconds West 334.43 feet to an "X" mark chiseled on another large rock; thence North 29 degrees 57 minutes East 869.50 feet to an old dogwood corner; thence North 25 degrees 14 minutes 40 seconds East 420.43 feet to an iron stake; thence a due East course 66 feet to an iron stake; thence South 60 degrees East 726 feet to an iron stake; thence South 46 degrees East 90.75 feet to an iron stake; thence South 87 degrees 12 minutes 40 seconds East 297 feet to a stone; thence South 20 degrees 50 minutes 40 seconds East 3,189.12 feet to a stone; thence South 82 degrees 47 minutes 50 seconds West 1,641.42 feet to the Beginning, containing 129.95 acres, more or less.

This conveyance is subject to a timber sale agreement dated May 28, 1983 covering all merchantable timber, both pine and hardwood saw-timber and pulpwood, which agreement is in force for twenty-four (24) months after the above date.

The above land was conveyed to grantors by Sam G. Davis and wife by deed recorded in deed book 162, page 759 to which deed reference is made for back title information.

There is also conveyed to the parties of the second part, their heirs and assigns, a perpetual right and easement of egress, ingress, and regress over and upon the lands of Leroy Blackwelder and Sadie B. Jolly; said easement and roadway being 60 feet in width, the centerline of said roadway being located as follows:

Beginning at a point in the center of Public Road No. 1432, said point being the end of maintenance, and runs North 42 degrees 48 minutes West 390 feet to an iron stake; thence North 51 degrees 47 minutes West 735 feet to an iron stake; thence North 34 degrees 7 minutes West 293 feet to an iron stake; thence North 64 degrees 9 minutes West 24.5 feet to an iron stake in the Jolly and Davis line, said stake being located in said line 910.5 feet from a stone, Davis' Southeast corner.

FOR TITLE to said easement, see Book 162 on Page 351 in said Registry.

THIS DEED PREPARED BY ARCHIBALD H. SCALES, III, FROM PRIOR DEED. NO TITLE SEARCH OR EXAMINATION WAS DONE AT THIS TIME.

**REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT**

United Country Real Estate  
Blue Ridge Land and Auction

Following an auction conducted by Big6 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": Christopher J. McClatchey, Christina R McClatchey, MCP Rentals, LLC
- (b) "Buyer": \_\_\_\_\_
- (c) "Property": Street Address: 1535 10 Acre Rock Ct  
City: Taylorsville Zip: 28681 County: Alexander, NC  
Lot/Unit F-3 002, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_  
Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_ PIN/PID: 0012168 & 0012643  
Other description: two parcel +/-129.95 acres and +/-24.56  
Some or all of the Property may be described in Deed Book 0593/ 0602 at Page 1699/ 0260  
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): 45 days from contract

**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:  
N/a

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

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

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

**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 45 days from 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):

No livable home on property

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

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

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

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

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

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

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

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

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☒ **Form 610 Buyer Premium addendum**

☒

☐

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

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

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

Owners' association website address, if any: \_\_\_\_\_

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

Owners' association website address, if any: \_\_\_\_\_

(f) **Other:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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

20. **REMEDIES:**

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]



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 C 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: Info@big6Properties.com

Firm Name: Big6 Properties  
Acting as ☒ Seller's (sub)Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: Po Box 99 Taylorsville NC 28681/ Po Box 234 Floyd Va 24091

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: Po Box 99 Taylorsville NC 28681/ Po Box 234 Floyd Va 24091

NCAL Firm License #: 10471

## BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matthew Gallimore/Sharon Roseman NCAL License #: 311692/10467

co-list/Co Sell agent  
Matthew Gallimore  
United Country Real Estate Blue  
Ridge Land & Auction  
102 S. Locust st Floyd Va 24091  
NC Broker 311692;NC Firm c35716  
NCAL 10250 NCAF10299

**VACANT LAND DISCLOSURE STATEMENT**

**Note:** Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: 1535 10 Acre Rock Ct, F-3 0022G, Taylorsville, NC 28681

Buyer: \_\_\_\_\_

Seller: Christopher J. McClatchey, Christina R McClatchey, MCP Rentals, LLC

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller's knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks "no" for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks "NR," meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

**A. Physical Aspects**

Yes

No

NR

- |   |                                     |                          |                                     |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 1. Non-dwelling structures on the Property .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| If yes, please describe: <u>Abandoned house</u>   |                                     |                          |                                     |
| 2. Current or past soil evaluation test (agricultural, septic, or otherwise).....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Caves, mineshafts, tunnels, fissures or open or abandoned wells .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Erosion, sliding, soil settlement/expansion, fill or earth movement .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Communication, power, or utility lines.....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Pipelines (natural gas, petroleum, other).....   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Landfill operations or junk storage .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Previous <input type="checkbox"/> Current <input type="checkbox"/> Planned <input type="checkbox"/> Legal <input type="checkbox"/> Illegal |                                     |                          |                                     |
| 8. Drainage, grade issues, flooding, or conditions conducive to flooding .....  | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Gravesites, pet cemeteries, or animal burial pits.....   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 10. Rivers, lakes, ponds, creeks, streams, dams, or springs.....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 11. Well(s).....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/> Potable <input type="checkbox"/> Non-potable      Water Quality Test? <input type="checkbox"/> yes <input type="checkbox"/> no             |                                     |                          |                                     |
| depth _____; shared (y/n) _____; year installed _____; gal/min _____  |                                     |                          |                                     |
| 12. Septic System(s).....   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| If yes: Number of bedrooms on permit(s) _____   |                                     |                          |                                     |
| Permit(s) available? <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> NR  |                                     |                          |                                     |
| Lift station(s)/Grinder(s) on Property? <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> NR                             |                                     |                          |                                     |
| Septic Onsite? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> Details: _____  |                                     |                          |                                     |
| Tank capacity _____   |                                     |                          |                                     |
| Repairs made (describe): _____  |                                     |                          |                                     |
| Tank(s) last cleaned: _____   |                                     |                          |                                     |
| If no: Permit(s) in process? <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> NR  |                                     |                          |                                     |
| Soil Evaluation Complete? <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> NR   |                                     |                          |                                     |
| Other Septic Details: _____   |                                     |                          |                                     |



This form approved by:  
NC REALTORS®

Seller Initials CJM CRM Buyer Initials \_\_\_\_\_

CJM

STANDARD FORM 142  
Revised 7/2025  
© 7/2025



Yes	No	NR
-----	----	----

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property..... ☐ ☐ ☒  
 If yes, please describe: \_\_\_\_\_

**B. Legal/Land Use Aspects**

1. Current or past title insurance policy or title search..... ☒ ☐ ☐  
 2. Copy of deed(s) for property..... ☒ ☐ ☐  
 3. Government administered programs or allotments ..... ☐ ☐ ☒  
 4. Rollback or other tax deferral recaptures upon sale..... ☐ ☐ ☒  
 5. Litigation or estate proceeding affecting ownership or boundaries ..... ☐ ☒ ☐  
 6. Notices from governmental or quasi-governmental authorities related to the property.... ☐ ☒ ☐  
 7. Private use restrictions or conditions, protective covenants, or HOA..... ☐ ☒ ☐  
 If yes, please describe: \_\_\_\_\_  
 8. Recent work by persons entitled to file lien claims ..... ☐ ☐ ☒  
 If yes, have all such persons been paid in full ..... ☐ ☐ ☒  
 If not paid in full, provide lien agent name and project number: \_\_\_\_\_  
 9. Jurisdictional government land use authority:  
 County: \_\_\_\_\_ City: \_\_\_\_\_  
 10. Current zoning: \_\_\_\_\_  
 11. Fees or leases for use of any system or item on property ..... ☐ ☒ ☐  
 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... ☐ ☐ ☒  
 13. Access (legal and physical) other than by direct frontage on a public road  
 Access via easement..... ☐ ☐ ☒  
 Access via private road ..... ☐ ☐ ☒  
 If yes, is there a private road maintenance agreement? ☐ yes ☐ no  
 14. Solar panel(s), windmill(s), cell tower(s)..... ☐ ☒ ☐  
 If yes, please describe: \_\_\_\_\_

**C. Survey/Boundary Aspects**

1. Current or past survey/plat or topographic drawing available ..... ☐ ☒ ☐  
 2. Approximate acreage: \_\_\_\_\_  
 3. Wooded Acreage \_\_\_\_\_; Cleared Acreage \_\_\_\_\_  
 4. Encroachments ..... ☐ ☐ ☒  
 5. Public or private use paths or roadways rights of way/easement(s)..... ☐ ☐ ☒  
 Financial or maintenance obligations related to same ..... ☐ ☐ ☒  
 6. Communication, power, or other utility rights of way/easements ..... ☐ ☐ ☒  
 7. Railroad or other transportation rights of way/easements..... ☐ ☐ ☒  
 8. Conservation easement ..... ☐ ☐ ☒  
 9. Property Setbacks..... ☐ ☐ ☒  
 If yes, describe: \_\_\_\_\_  
 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... ☐ ☐ ☒  
 11. Septic Easements and Repair Fields ..... ☐ ☐ ☒  
 12. Any Proposed Easements Affecting Property ..... ☐ ☐ ☒  
 13. Beach Access Easement, Boat Access Easement, Docking Permitted ..... ☐ ☐ ☒  
 If yes, please describe: \_\_\_\_\_

**D. Agricultural, Timber, Mineral Aspects**

Yes	No	NR
-----	----	----

- |  |                          |                                     |                                     |
|--|--------------------------|-------------------------------------|-------------------------------------|
| 1. Agricultural Status (e.g., forestry deferral) .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.) .....        | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, describe in detail: _____  |                          |                                     |                                     |
| 3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.) ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| If yes, describe in detail: _____  |                          |                                     |                                     |
| 4. Farming on Property: <input type="checkbox"/> owner or <input type="checkbox"/> tenant .....      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Presence of vegetative disease or insect infestation .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. Timber cruises or other timber related reports .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. Timber harvest within past 25 years .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, monitored by Registered Forester? .....  |                          |                                     |                                     |
| If replanted, what species: _____  |                          |                                     |                                     |
| Years planted: _____   |                          |                                     |                                     |
| 8. Harvest impact (other than timber) .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, describe in detail: _____  |                          |                                     |                                     |

**E. Environmental Aspects**

- |   |                          |                                     |                                     |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s) .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Underground or above ground storage tanks .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, describe in detail: _____   |                          |                                     |                                     |
| 3. Abandoned or junk motor vehicles or equipment of any kind .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Past illegal uses of property (e.g., methamphetamine manufacture or use) .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Federal or State listed or protected species present .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, describe plants and/or animals: _____   |                          |                                     |                                     |
| 6. Government sponsored clean-up of the property .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Groundwater, surface water, or well water contamination <input type="checkbox"/> Current <input type="checkbox"/> Previous ..... | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. Previous commercial or industrial uses .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. Wetlands, streams, or other water features .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Permits or certifications related to Wetlands .....   |                          |                                     |                                     |
| Conservation/stream restoration .....   |                          |                                     |                                     |
| 10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.) .....                                      | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, describe in detail: _____   |                          |                                     |                                     |
| 11. The use or presence on the property, either stored or buried, above or below ground, of:  |                          |                                     |                                     |
| i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes, describe in detail: _____   |                          |                                     |                                     |
| ii. Other fuel/chemical .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| iii. Paint <input type="checkbox"/> Lead based paint <input type="checkbox"/> Other paint/solvents .....                            | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| iv. Agricultural chemical storage .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**F. Utilities**

Check all currently available on the Property and indicate the provider.

- ☐ Water (describe): \_\_\_\_\_
- ☐ Sewer (describe): \_\_\_\_\_
- ☐ Gas (describe): \_\_\_\_\_
- ☒ Electricity (describe): \_\_\_\_\_
- ☐ Cable (describe): \_\_\_\_\_

- ☐ High Speed Internet (describe): \_\_\_\_\_  
☐ Fiber Optic (describe): \_\_\_\_\_  
☐ Telephone (describe): \_\_\_\_\_  
☒ Private well (describe): \_\_\_\_\_  
☐ Shared private well or community well (describe): \_\_\_\_\_  
☐ Hauled water (describe): \_\_\_\_\_  
☐ Other (describe): \_\_\_\_\_

### Explanation Sheet for Vacant Land Disclosure Statement

**Instructions:** Identify a line item in the first column (e.g., "E/8") and provide further explanation in the second column.


**Attach additional sheets as necessary**

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM. CONSULT A NORTH CAROLINA 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) Christopher J. McClatchey (Signature) Christopher J. McClatchey (Date) 12/03/2025

**Seller:** (Name) Christina R McClatchey (Signature) Christina R McClatchey (Date) 12/03/2025

**Entity Seller:** (Name of LLC, Corp., Trust, etc.) MCP Rentals, LLC

By: (Name & Title) Christopher McClatchey/Member, Manager (Signature) Christopher J. McClatchey (Date) 12/03/2025



# 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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: 1535 10 Acre Rock Ct, F-3 0022G, Taylorsville, NC 28681

Owner's Name(s): Christopher J. McClatchey, Christina R McClatchey, MCP Rentals, LLC

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: Christopher J. McClatchey    Christopher J. McClatchey Date 12/03/2025, 12/03/2025

Owner Signature: Christina R McClatchey Date 12/03/2025, \_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_

**Sample**

**BUYER'S PREMIUM AGREEMENT  
AUCTION SALES**

THIS AGREEMENT, between Big6 Properties United Country Real Estate Blue Ridge Land and 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: 1535 10 Acre Rock Ct, F-3 0022G, Taylorsville, NC 28681 ("Property").

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

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

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: \_\_\_\_\_

United Country Real Estate  
Blue Ridge Land and Auction  
Big6 Properties  
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":** Christopher J. McClatchey, Christina R McClatchey, MCP Rentals, LLC**"Buyer":** \_\_\_\_\_**"Property":** 1535 10 Acre Rock Ct, F-3 0022G, Taylorsville, NC 28681

- 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 bid/gavel price and not contract price.
- 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.
- 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 April 15, 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.
- 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.**

Listing Firm: <u>Big 6 Properties</u> Agent Name (Print): <u>Sharon C. Roseman</u> By: <u>Sharon C. Roseman</u> (Agent Signature) Date: <u>12/02/2025</u>	Selling Firm: <u>Big6 Properties</u> Agent Name (Print): <u>Sharon C Roseman</u> By: _____ (Agent Signature) Date: _____
Seller: <u>Christopher J. McClatchey</u> (Signature) Date: <u>12/03/2025</u> Seller: <u>Christina R McClatchey</u> (Signature) Date: <u>12/03/2025</u>  Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: <u>Christopher J. McClatchey</u> Name (Print): <u>Christopher J McClatchey</u> Title: <u>Member/Manager</u> Date: _____ <u>12/03/2025</u>	Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Date: _____  Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____



NC REALTORS®

