



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 – James E. Belcher Jr. and Crystal Belcher

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

AUCTION DATE – Thursday, August 15th, 2024 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 United Country - Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005), (m 540-239-2585) has contracted with “Seller” to offer to sell at public auction certain real property.

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

OFFERING –

Legally described as:

PARCEL ID; 0030559; Consisting of +/-21.22 acres and improvements located in the Bethlehem Fire District of Alexander County, NC
Deed Book 572 Page 0799; Plat Book 13 Page 36

Address: 620 Liberty Ln., Taylorsville, NC 28681

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, August 15th, 2024 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 Auctioneer Sharon Roseman at (828) 320-4726.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** 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 **\$50,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction 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, September 30th, 2024**. 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 and Auction or United Country Big 6 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 of the auction terms and conditions and must be submitted to the Auctioneer on the NC Auctions Sales form and Buyer Premium Agreement form 620-T and 610 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

Office : (540) 745-2005

Cell : (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

Firm State License #'s

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

Sharon Roseman – United Country Big6 Properties

Owner, Real Estate Broker, Auctioneer

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

828-320-4726

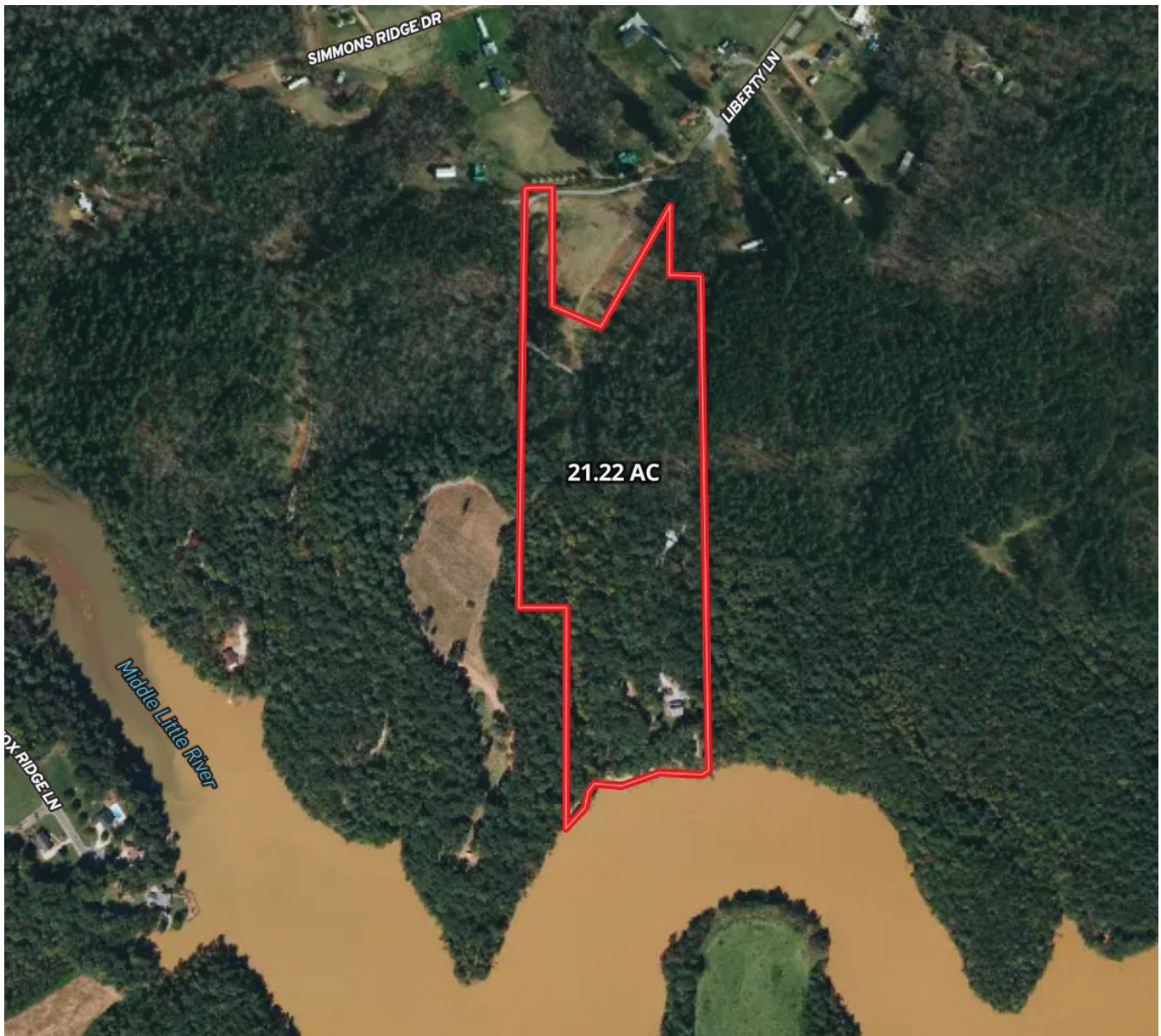
License #'s

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



Aerial

620 Liberty Ln.,
Taylorsville, NC 28681



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

Topo



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

FOX SURVEYING COMPANY, P.C.

710 N.C. HIGHWAY 16 SOUTH
P.O. BOX 637
TAYLORSVILLE, N.C. 28681
OFFICE: 828-635-1902 FAX: 828-635-1912
E-MAIL: wfox@foxsurveying.com
BUSINESS LICENSE #C-1902

Doc ID: 00694500001 Type: PLAT
Recorded: 03/09/2022 at 11:48:50 AM
File No: 82800 Page 1 of 1
Alexander, NC
Scott W. Hines Register of Deeds
EX 18 PD 111

BOUNDARY AND DIVISION SURVEY FOR
JAMES E. BELCHER, JR.

TOWNSHIP: WITTENBURG COUNTY: ALEXANDER STATE: N.C. DATE: 04/30/10 FIELD BOOK: 94 SCALE: 1"=150'
TAX MAP CODE: REFERENCE DEED(S): 512-194
PIN 3726-56-3074 (C-IIA, 1D) DRAWING #: 2114-C
REFERENCE PLAT: REVISED: FILE NUMBER: "BEL36320" & "BE36320A"
DRAWN BY: WES JOB #: 363-20 FILE NUMBER: "BEL36320" & "BE36320A"

SPECIAL NOTES

NOTE: ALL AREAS SHOWN HEREIN WERE DETERMINED BY COORDINATE COMPUTATION.
NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, GOVERNMENTS, EASEMENTS, RESTRICTIONS, AND ALL OTHER ITEMS OF RECORD AFFECTING SAID PROPERTY.
NOTE: DASHED LINES REPRESENT PROPERTY LINES WHICH ARE NOT ACTUALLY SURVEYED. THE POSITION OF DASHED LINES ARE TAKEN FROM DEEDS OR OTHER SOURCES.
NOTE: THERE ARE NO HOB CONTROL MONUMENTS WITHIN 2000' OF THIS PROPERTY.
NOTE: AREA SHOWN FOR RUN IS APPROXIMATE.
NOTE: RESIDENTIAL USE.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN HEREIN, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF ALEXANDER COUNTY, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH HEREIN BUILDING REFERENCE LINES AS NOTED.

DATE: 03-09-2022
OWNER: *James E. Belcher, Jr.*

"FALLS MANUFACTURING COMPANY" TRACT 1
PLAT BOOK 5 PAGE 229

JOHN W. YOUNT
538/989

STATE OF NORTH CAROLINA
COUNTY OF ALEXANDER

Dorothy Williams REVENUE OFFICER OF ALEXANDER COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 3/7/2022

I, WESLEY G. FOX, CERTIFY THAT THE SURVEY CREATED A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Wesley G. Fox 3-18-21
PROFESSIONAL LAND SURVEYOR DATE

I, WESLEY G. FOX, PLS-5674, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:100,000, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 43-30(A) AND HENNESSY'S ORIGINAL SIGNATURE, REGISTRATION NUMBER AND YEAR, THIS 29TH OF DECEMBER, A.D., 2000.

Wesley G. Fox PLS-5674
PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER

LEGEND

EX - EXISTING
EXISTING IRON ROD - ●
EXISTING IRON PIPE - ○
NEW IRON REBAR - ○
CONCRETE MONUMENT - □
CALCULATED POINT - ○
P.K. NAIL - ○
N.C.G.S. HORIZONTAL MONUMENT - ■
STONE - ▲
MASS NAIL - ■
NAIL & CAP - □
NAIL - □
HOB - ○
(FLO) - THE LINE ONLY
R/W - RIGHT-OF-WAY
OVERHEAD SERVICE LINES - ———
C.M.P. - CORRUGATED METAL PIPE
R.C.P. - REINFORCED CONCRETE PIPE
C.C.L. - CONTROLLED
POWER POLE - ■
FENCE LINE - ———
BRANCH - ———
INT'Y - NOT TO SCALE
NOTE: ALL HOB CORNERS SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

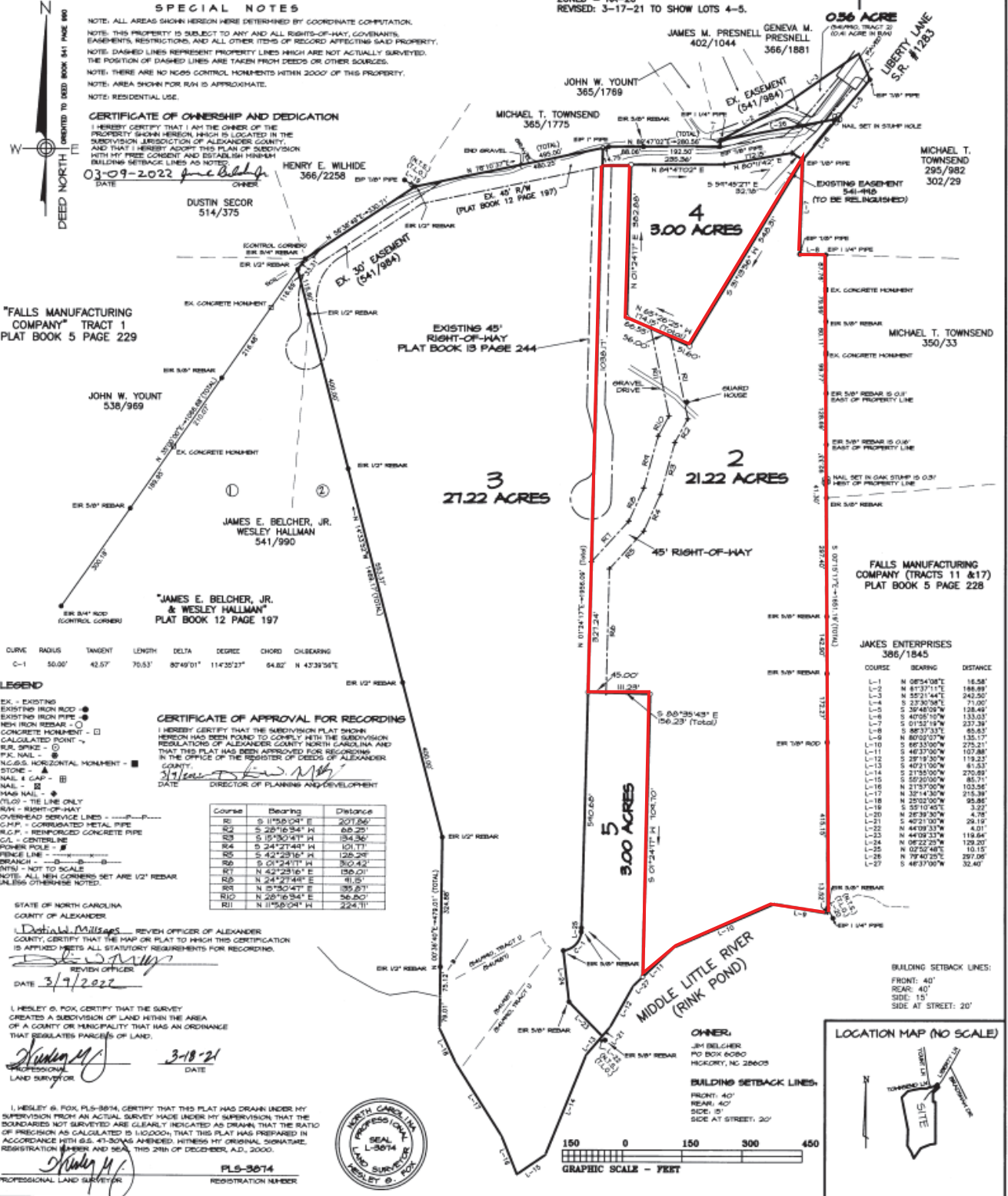
CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGISTRATION OF ALEXANDER COUNTY NORTH CAROLINA, AND THAT THIS PLAN HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF ALEXANDER COUNTY.

DATE: 3/9/2022
DIRECTOR OF PLANNING AND DEVELOPMENT

Course	Bearing	Distance
R0	S 11°56'04" E	207.260
R01	S 28°16'34" W	85.251
R02	S 15°30'41" W	194.360
R04	S 24°21'44" W	101.171
R05	S 40°35'12" W	128.247
R06	S 01°24'11" W	350.421
R07	N 42°23'16" E	158.021
R08	N 24°47'58" E	41.151
R09	N 2°30'42" E	355.671
R10	N 28°16'34" E	56.801
R11	N 11°56'04" W	224.711

ZONED = RA-20
REVISED: 3-17-21 TO SHOW LOTS 4-5.



FALLS MANUFACTURING COMPANY (TRACTS 11 & 17)
PLAT BOOK 5 PAGE 228

JAKES ENTERPRISES 386/1845

COURSE	BEARING	DISTANCE
L-1	N 05°4'08"E	16.58'
L-2	N 81°37'11"E	188.89'
L-3	N 50°14'44"E	242.50'
L-4	S 23°30'04"E	71.00'
L-5	S 36°48'09"W	138.49'
L-6	S 40°58'10"W	133.03'
L-7	S 01°52'18"W	237.39'
L-8	S 88°17'03"E	85.63'
L-9	N 80°52'07"W	135.17'
L-10	S 85°33'00"W	275.21'
L-11	S 46°37'00"W	107.88'
L-12	S 39°19'30"W	119.23'
L-13	S 02°10'00"W	61.53'
L-14	S 17°55'00"W	270.89'
L-15	S 00°00'00"W	85.71'
L-16	N 21°19'00"W	103.56'
L-17	N 38°14'30"W	215.39'
L-18	N 25°32'00"W	95.85'
L-19	S 29°10'45"E	3.22'
L-20	N 26°38'30"W	4.76'
L-21	S 40°21'00"W	26.19'
L-22	N 44°08'13"W	4.01'
L-23	N 44°08'33"W	119.64'
L-24	N 02°22'29"W	128.20'
L-25	N 02°52'48"E	10.15'
L-26	N 79°40'25"E	297.09'
L-27	S 46°17'00"W	32.40'

BUILDING SETBACK LINES:
FRONT: 40'
REAR: 40'
SIDE: 15'
SIDE AT STREET: 20'



OWNER:
JIM BELCHER
PO BOX 6080
MCCORY, NC 28665

BUILDING SETBACK LINES:
FRONT: 40'
REAR: 40'
SIDE: 15'
SIDE AT STREET: 20'



FOX SURVEYING COMPANY, P.C.

710 N.C. HIGHWAY 16 SOUTH
P.O. BOX 637
TAYLORSVILLE, N.C. 28681

OFFICE: 828-635-1902 FAX: 828-635-1912
E-MAIL: wfox@foxsurveying.com
BUSINESS LICENSE #C-1902

Doc ID: 00694520001 Type: PLAT
Recorded: 03/09/2022 at 11:46:52 AM
Fee Amt: \$21.00 Page 1 of 1
Alexander, NC
Scott H. Hines Register of Deeds
BK 18 PG 111

BOUNDARY AND DIVISION SURVEY FOR:

JAMES E. BELCHER, JR.

TOWNSHIP WITTENBURG	COUNTY ALEXANDER	STATE DATE: N.C. 04/30/10	FIELD BOOK 50	PAGE 34	SCALE 1" = 150'
TAX MAP CODE: PIN 5726-56-3174 (C-11A, 1B)			REFERENCE DEED(S): 572-799		
DRAWN BY: MES		JOB # 363-20	FILE NAME(S): "BEL36320" & "BE36320A"		
ZONED = RA-20		REVISED: 3-17-21 TO SHOW LOTS 4-5.			
DRAWING # 2114-C					

SPECIAL NOTES

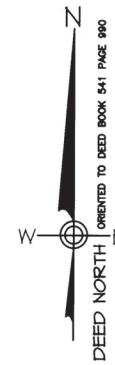
NOTE: ALL AREAS SHOWN HEREON WERE DETERMINED BY COORDINATE COMPUTATION.
NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, COVENANTS, EASEMENTS, RESTRICTIONS, AND ALL OTHER ITEMS OF RECORD AFFECTING SAID PROPERTY.
NOTE: DASHED LINES REPRESENT PROPERTY LINES WHICH ARE NOT ACTUALLY SURVEYED. THE POSITION OF DASHED LINES ARE TAKEN FROM DEEDS OR OTHER SOURCES.
NOTE: THERE ARE NO N.C.G.S. CONTROL MONUMENTS WITHIN 2000' OF THIS PROPERTY.
NOTE: AREA SHOWN FOR R/W IS APPROXIMATE.
NOTE: RESIDENTIAL USE.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF ALEXANDER COUNTY, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM BUILDING SETBACK LINES AS NOTED.

DATE 03-09-2022 James Belcher, Jr. OWNER
Henry E. Wilhide 366/2258

DUSTIN SECOR 514/375



"FALLS MANUFACTURING COMPANY" TRACT 1
PLAT BOOK 5 PAGE 229

JOHN W. YOUNT 538/969

JAMES E. BELCHER, JR.
WESLEY HALLMAN 541/990

"JAMES E. BELCHER, JR. & WESLEY HALLMAN"
PLAT BOOK 12 PAGE 197

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH. BEARING
C-1	50.00'	42.57'	70.53'	80°49'01"	114°35'27"	64.82'	N 43°39'56"E

LEGEND

- EX - EXISTING
- EXISTING IRON ROD - ●
- EXISTING IRON PIPE - ○
- NEW IRON REBAR - ○
- CONCRETE MONUMENT - □
- CALCULATED POINT - *
- R.L. SPIKE - ⊕
- P.K. NAIL - ⊙
- N.C.G.S. HORIZONTAL MONUMENT - ■
- STONE - ▲
- NAIL & CAP - ⊞
- NAIL - ⊠
- MAG NAIL - ⊚
- (TLO) - THE LINE ONLY
- R/W - RIGHT-OF-WAY
- OVERHEAD SERVICE LINES - ---P---
- C.M.P. - CORRUGATED METAL PIPE
- R.C.P. - REINFORCED CONCRETE PIPE
- C.L. - CENTERLINE
- POWER POLE - ⊕
- FENCE LINE - -x-x-
- BRANCH - ---B---
- (NTS) - NOT TO SCALE
- NOTE: ALL NEW CORNERS SET ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF ALEXANDER COUNTY, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF ALEXANDER COUNTY.

DATE 3/9/2022 Director of Planning and Development

Course	Bearing	Distance
R1	S 11°59'04" E	207.86'
R2	S 29°16'34" W	69.25'
R3	S 15°30'47" W	134.36'
R4	S 24°27'44" W	101.77'
R5	S 42°23'16" W	128.24'
R6	S 01°24'17" W	310.42'
R7	N 42°23'16" E	138.01'
R8	N 24°27'44" E	91.15'
R9	N 15°30'47" E	135.87'
R10	N 28°16'34" E	56.80'
R11	N 11°59'04" W	224.71'

STATE OF NORTH CAROLINA
COUNTY OF ALEXANDER

Dustina Millsaps REVIEW OFFICER OF ALEXANDER COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

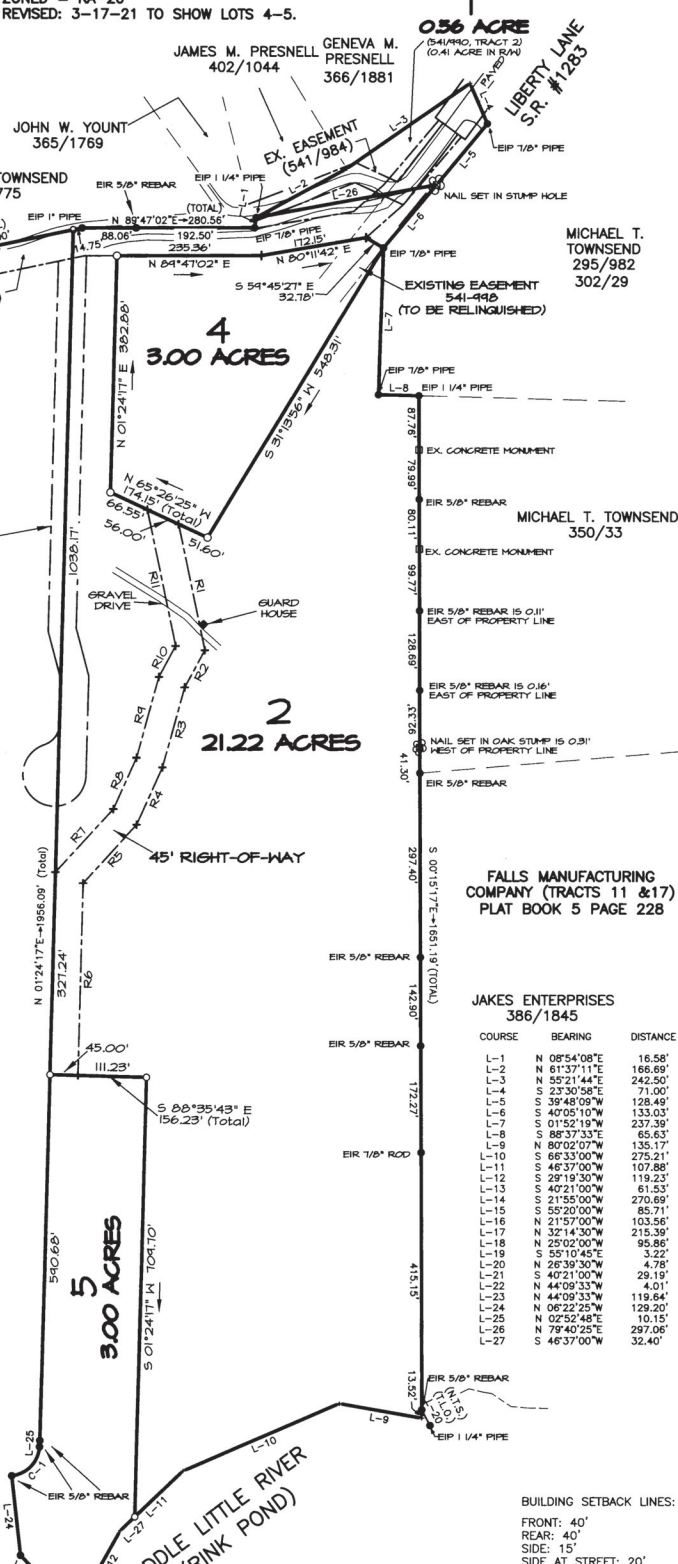
DATE 3/9/2022

I, WESLEY G. FOX, CERTIFY THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

DATE 3-18-21

I, WESLEY G. FOX, PLS-3874, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30A AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 29th OF DECEMBER, A.D., 2000.

DATE 3-18-21



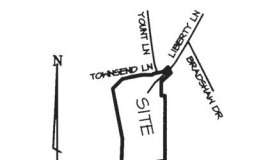
FALLS MANUFACTURING COMPANY (TRACTS 11 & 17)
PLAT BOOK 5 PAGE 228

JAKES ENTERPRISES 386/1845

COURSE	BEARING	DISTANCE
L-1	N 08°54'08"E	16.58'
L-2	N 61°37'11"E	166.69'
L-3	N 55°21'44"E	242.50'
L-4	S 23°30'58"E	71.00'
L-5	S 39°48'09"W	128.49'
L-6	S 40°05'10"W	133.03'
L-7	S 01°52'19"W	237.39'
L-8	S 88°37'33"E	65.63'
L-9	N 80°02'07"W	135.17'
L-10	S 86°33'00"W	275.21'
L-11	S 45°37'00"W	107.88'
L-12	S 29°19'30"W	119.23'
L-13	S 40°21'00"W	61.53'
L-14	S 21°55'00"W	270.69'
L-15	S 55°20'00"W	85.71'
L-16	N 21°57'00"W	103.56'
L-17	N 32°14'30"W	215.39'
L-18	N 25°02'00"W	95.86'
L-19	S 55°10'45"E	3.22'
L-20	N 26°39'30"W	4.78'
L-21	S 40°21'00"W	29.15'
L-22	N 44°09'33"W	4.01'
L-23	N 44°09'33"W	118.64'
L-24	N 08°22'25"W	129.20'
L-25	N 02°52'48"E	10.15'
L-26	N 79°40'25"E	297.06'
L-27	S 46°37'00"W	32.40'

BUILDING SETBACK LINES:
FRONT: 40'
REAR: 40'
SIDE: 15'
SIDE AT STREET: 20'

LOCATION MAP (NO SCALE)





Neighborhood

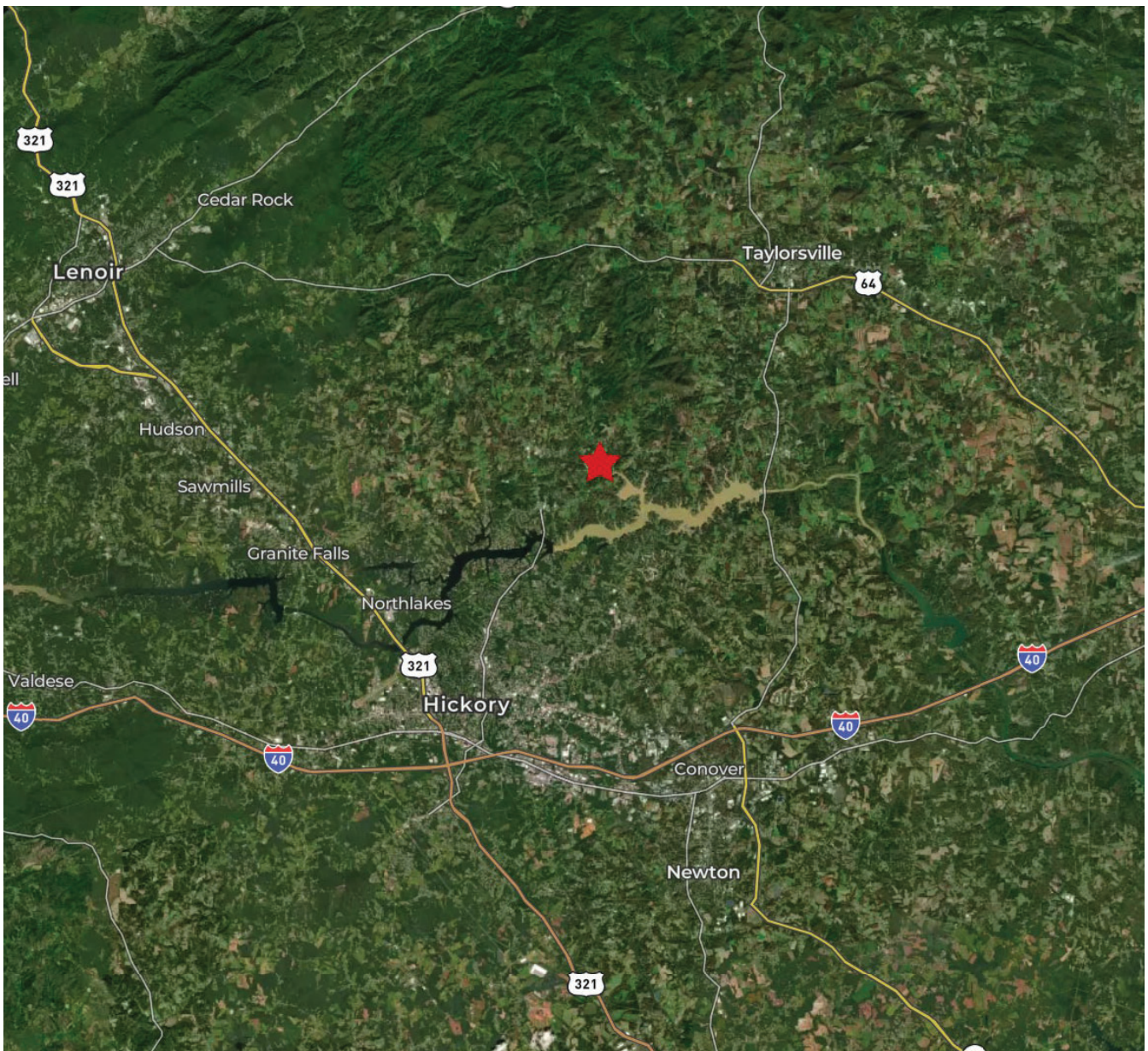
620 Liberty Ln.,
Taylorsville, NC 28681





Location

620 Liberty Ln.,
Taylorsville, NC 28681





Alexander County
TAX ADMINISTRATION RECORD SEARCH

Property Owner BELCHER JAMES E JR & BELCHER CRYSTAL D	Owner's Mailing Address PO BOX 6080 HICKORY , NC 28603	Property Location 620 LIBERTY LN
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Administrative Data Parcel ID No. 0030559 OLD Tax ID C11A 0018 PIN 3726 56 3174 Owner ID 9327691 Tax District 121 - BETHLEHEM FIRE Land Use Code 08 Land Use Desc WATERFRONT IMPROVED Neighborhood 0303B	Administrative Data Legal Desc TR 2 Deed Year Bk/Pg 2014 - 0572 / 0799 Plat Bk/Pg 13 / 36 Sales Information Grantor BELCHER JAMES E JR & BELCHER CRYSTAL D Sold Date 2014-02-11 Sold Amount \$ 0	Valuation Information Market Value \$ 691,183 Market Value - Land and all permanent improvements, if any, effective January 1, 2008, date of County's most recent General Reappraisal Assessed Value \$ 535,148 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.
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Improvement Detail (1st Major Improvement on Subject Parcel)	
Year Built	2014
Built Use/Style	LOG HOME
Current Use	C+10 /
Grade	C+10 /
* Percent Complete	100
Heated Area (S/F)	1,512
Fireplace (Y/N)	N
*** Multiple Improvements	0
* Note - As of January 1 *** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements	

Sales History 4 Previous Sales Found for Parcel number 0030559					
Record Num	Sales Year	Name	Book/Page	Sale Price	
1	2015	BELCHER JAMES E JR & CRYSTAL D	0572 / 0799	\$0.00	
2	2012	BELCHER JAMES E JR & CRYSTAL D	0550 / 1423	\$0.00	
3	2011	BELCHER JAMES E JR & CRYSTAL D	0541 / 0172	\$25,000.00	
4	1992	CRUMP KENNETH B & CORA	0325 / 0379	\$0.00	

Building Sketch

No Sketch Available

Land Supplemental

Deeded Acres	21.22
Tax District Note	121 - BETHLEHEM FIRE
Present-Use Info	WATERFRONT IMPROVED

Improvement Valuation (1st Major Improvement on Subject Parcel)

* Improvement Market Value \$

465,185

** Improvement Assessed Value \$

465,185

* Note - Market Value effective Date equal January 1, 2008, date of County's most recent General Reappraisal
 ** Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure

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

Land Full Value (LFV) \$

225,998

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

69,963

Land Total Assessed Value \$

69,963

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

INVOICE

FROM: Winn Appraisal Group 4184 Rainbow Hills Dr Hickory, NC 28602 Telephone Number: _____ Fax Number: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #cccccc;"><td colspan="2" style="text-align: center;">INVOICE NUMBER</td></tr> <tr><td colspan="2" style="text-align: center;">240527</td></tr> <tr style="background-color: #cccccc;"><td colspan="2" style="text-align: center;">DATES</td></tr> <tr><td>Invoice Date:</td><td style="text-align: right;">05/23/2024</td></tr> <tr><td>Due Date:</td><td style="text-align: right;">30 days</td></tr> <tr style="background-color: #cccccc;"><td colspan="2" style="text-align: center;">REFERENCE</td></tr> <tr><td>Internal Order #:</td><td style="text-align: right;">24S13-26</td></tr> <tr><td>Lender Case #:</td><td></td></tr> <tr><td>Client File #:</td><td></td></tr> <tr><td>FHA/VA Case #:</td><td></td></tr> <tr><td>Main File # on form:</td><td style="text-align: right;">24S13-26</td></tr> <tr><td>Other File # on form:</td><td></td></tr> <tr><td>Federal Tax ID:</td><td></td></tr> <tr><td>Employer ID:</td><td></td></tr> </table>	INVOICE NUMBER		240527		DATES		Invoice Date:	05/23/2024	Due Date:	30 days	REFERENCE		Internal Order #:	24S13-26	Lender Case #:		Client File #:		FHA/VA Case #:		Main File # on form:	24S13-26	Other File # on form:		Federal Tax ID:		Employer ID:	
INVOICE NUMBER																													
240527																													
DATES																													
Invoice Date:	05/23/2024																												
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Client File #:																													
FHA/VA Case #:																													
Main File # on form:	24S13-26																												
Other File # on form:																													
Federal Tax ID:																													
Employer ID:																													
TO: Sharon Roseman E-Mail: Telephone Number: _____ Fax Number: _____ Alternate Number: _____																													

DESCRIPTION

Lender: Purchaser/Borrower: Property Address: 620 Liberty Ln City: Taylorsville County: Legal Description:	Client: State: NC Zip:
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FEES	AMOUNT
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Measure/Sketch-Belcher	100.00
SUBTOTAL	100.00

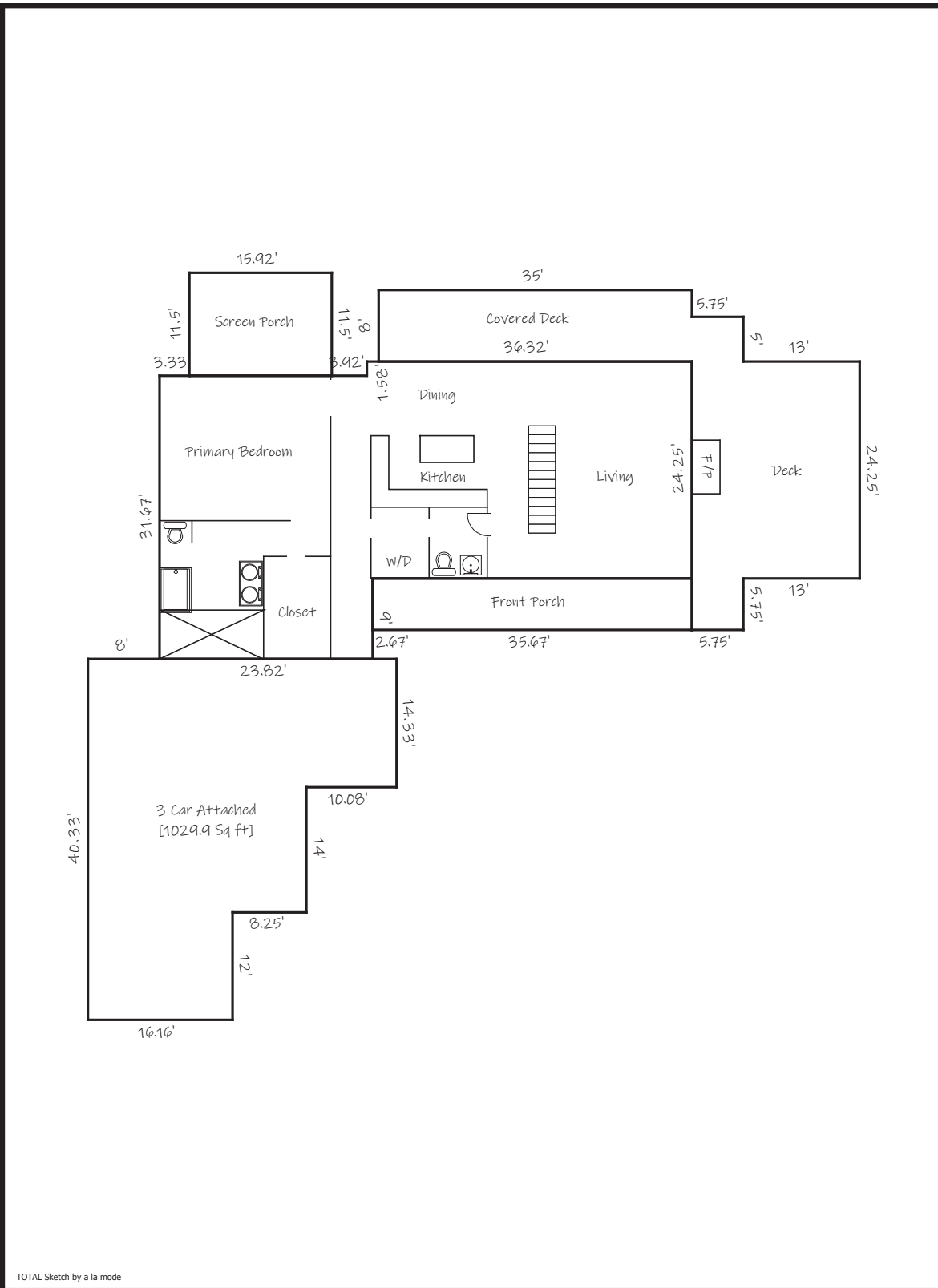
PAYMENTS	AMOUNT
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Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			0

TOTAL DUE	\$ 100.00
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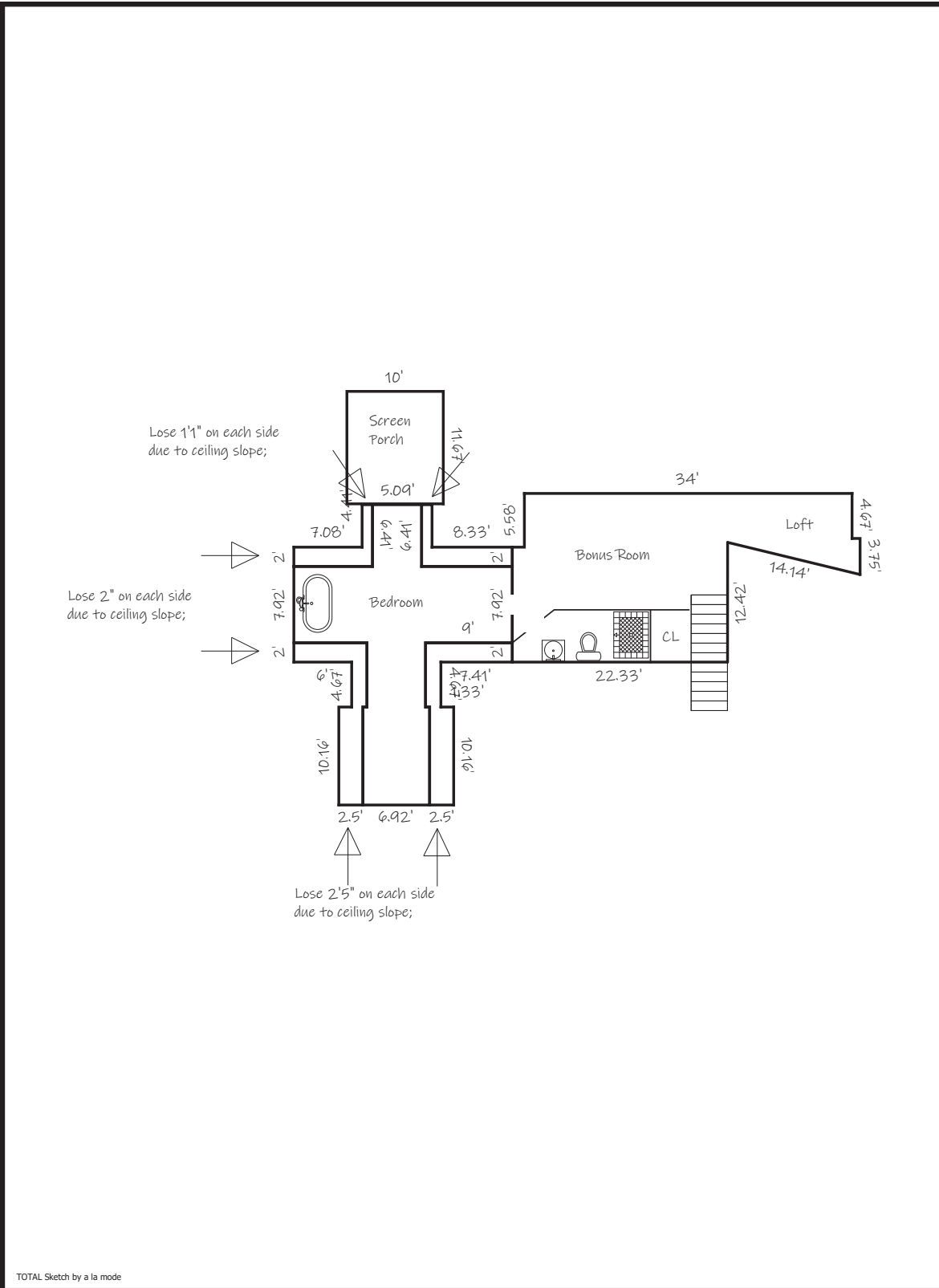
Building Sketch (Page - 1)

Borrower				
Property Address	620 Liberty Ln			
City	Taylorsville	County	State	NC Zip Code
Lender/Client				



Building Sketch (Page - 2)

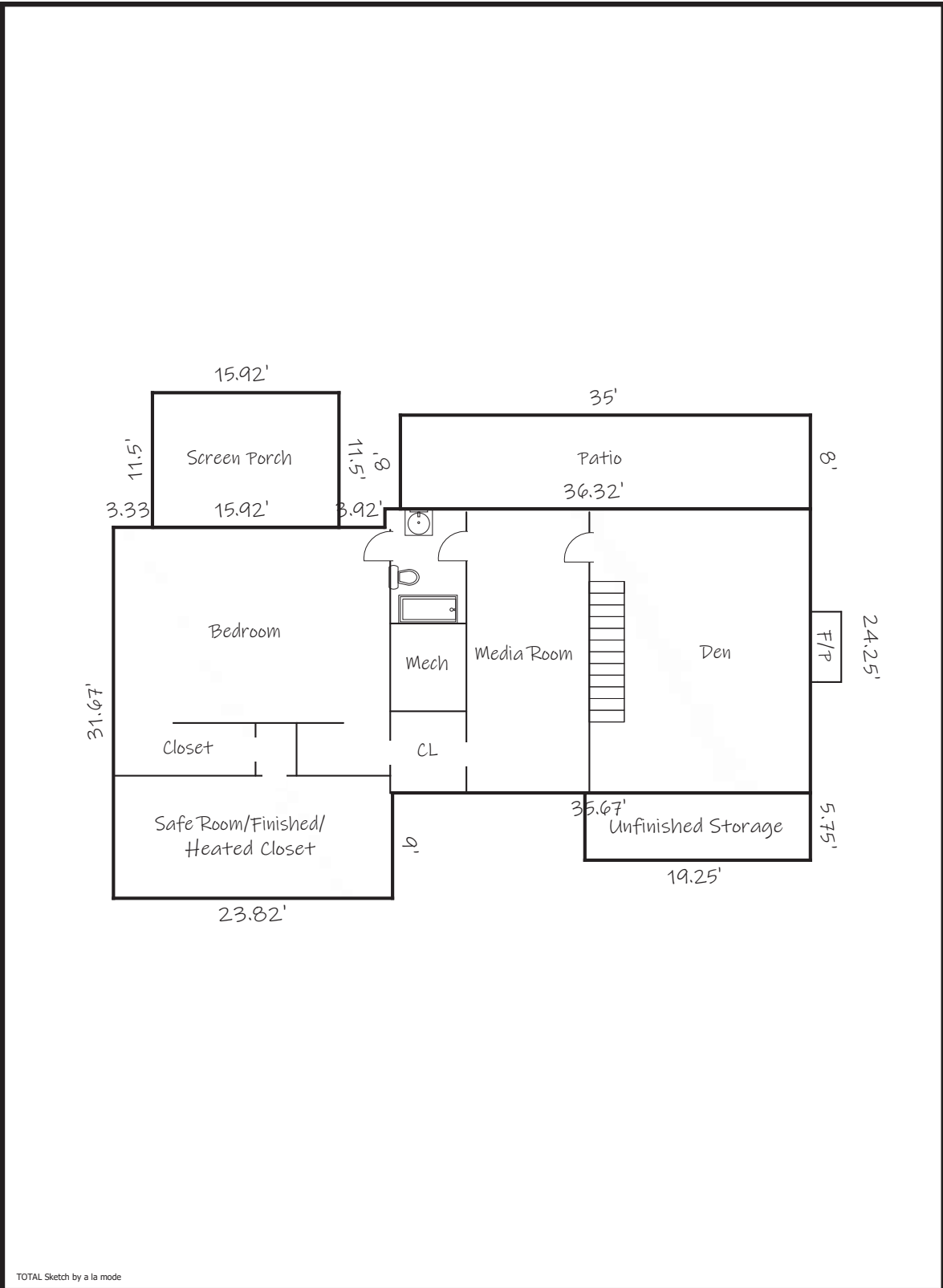
Borrower				
Property Address	620 Liberty Ln			
City	Taylorsville	County	State	NC Zip Code
Lender/Client				



TOTAL Sketch by a la mode

Building Sketch (Page - 3)

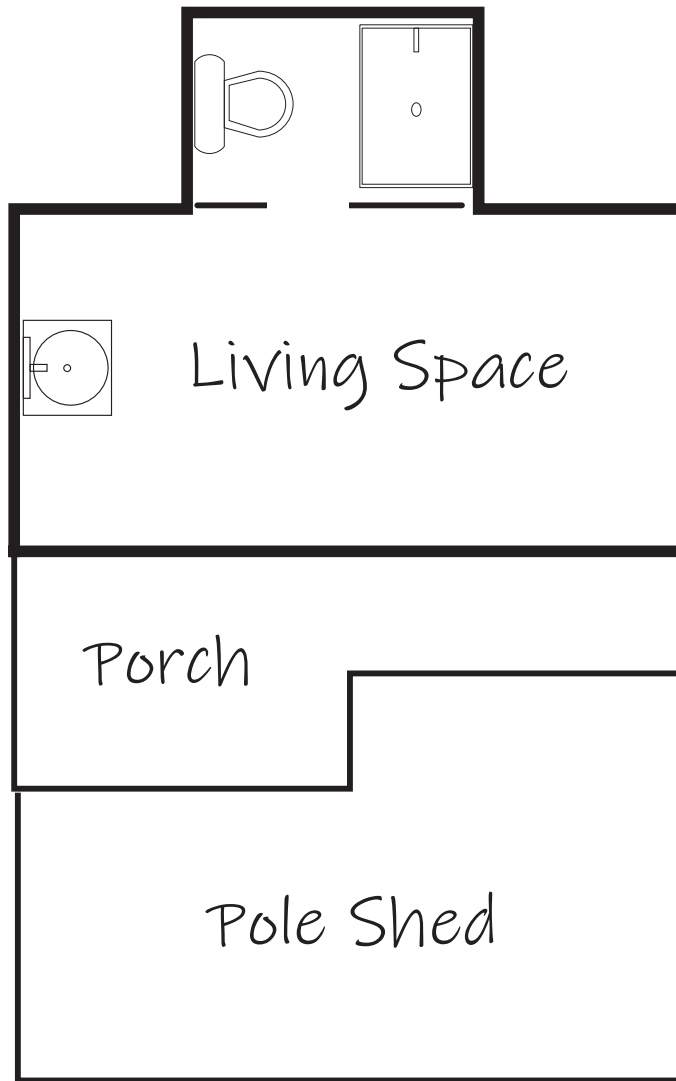
Borrower				
Property Address	620 Liberty Ln			
City	Taylorsville	County	State	NC Zip Code
Lender/Client				



Building Sketch (Page - 4)

Borrower				
Property Address	620 Liberty Ln			
City	Taylorsville	County	State	NC Zip Code
Lender/Client				

Tiny House at the Lake



TOTAL Sketch by a la mode

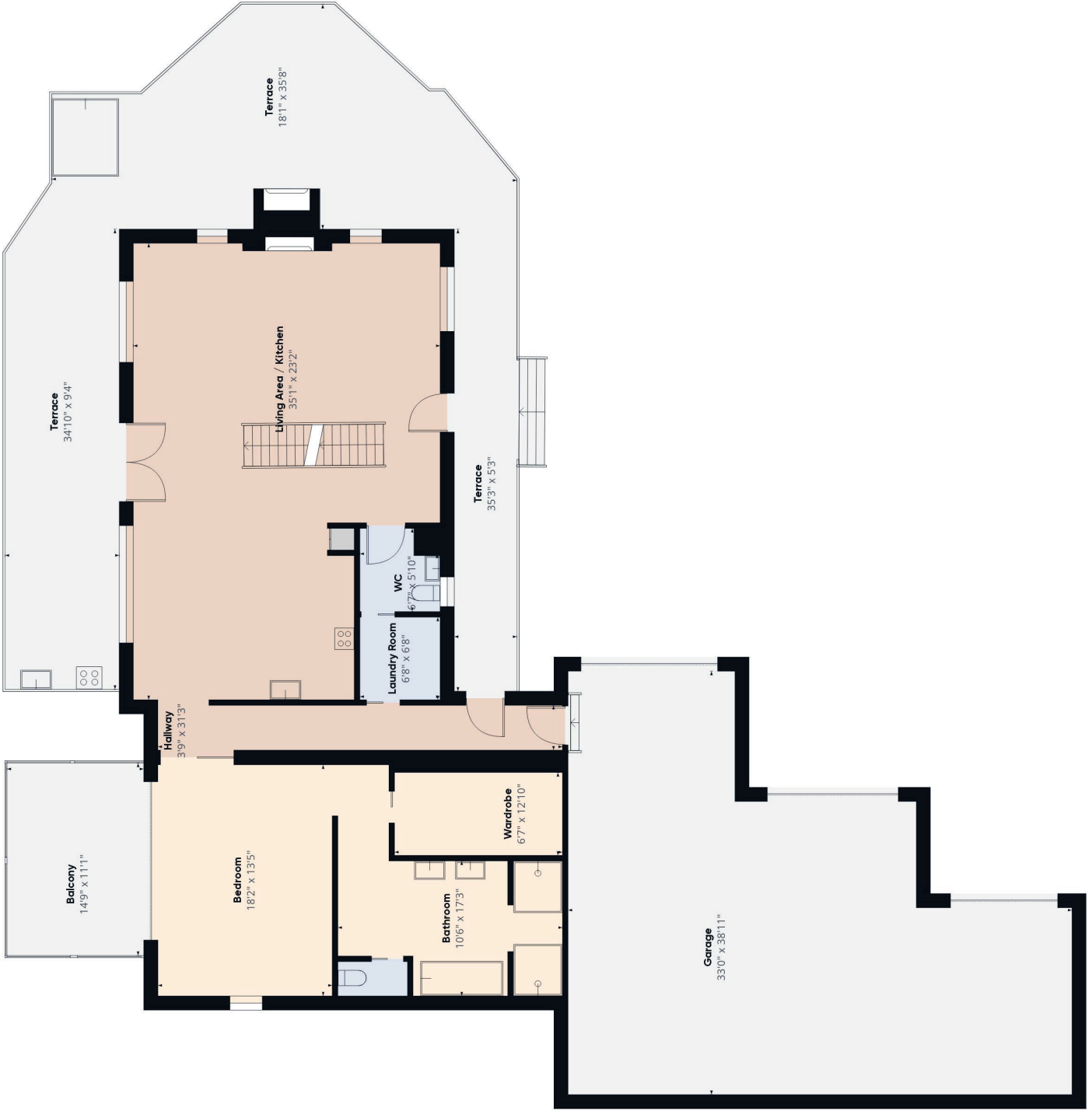
Building Sketch (Page - 5)

Borrower				
Property Address	620 Liberty Ln			
City	Taylorsville	County	State	NC
Lender/Client	Zip Code			

TOTAL Sketch by a la mode

Area Calculations Summary

Living Area	Calculation Details		
First Floor	1620.4 Sq ft	31.67×23.17	= 733.79
		24.25×35.67	= 865
		33.25×0.65	= 21.61
Second Floor	322.95 Sq ft	6.92×10.16	= 70.31
		5.09×6.41	= 32.63
		6.08×6.67	= 40.55
		7.92×22.66	= 179.47
Second Floor	472.78 Sq ft	34×4.67	= 158.78
		11.92×1.25	= 14.9
		12.83×21.08	= 270.46
		13.75×0.41	= 5.64
		$0.5 \times 0.01 \times 12.42$	= 0.06
		$0.5 \times 13.74 \times 3.34$	= 22.95
Total Living Area (Rounded):	2416 Sq ft		
Non-living Area			
Porch	205.1 Sq ft	5.75×35.67	= 205.1
Porch	796.5 Sq ft	8×35	= 280
		24.25×13	= 315.25
		35×5.75	= 201.25
Screen Porch	183.08 Sq ft	15.92×11.5	= 183.08
3 Car Attached	1029.9 Sq ft	16.16×12	= 193.92
		28.33×24.41	= 691.54
		10.08×14.33	= 144.45
Second Floor-Below 5'	23.58 Sq ft	1.08×4.41	= 4.76
		2×9.41	= 18.82
Second Floor-Below 5'	47.94 Sq ft	2.5×10.16	= 25.4
		1.58×4.67	= 7.38
		2×7.58	= 15.16
Screen Porch	116.7 Sq ft	10×11.67	= 116.7
Second Floor-Below 5'	21.08 Sq ft	2×7.08	= 14.16
		1.08×6.41	= 6.92
Second Floor-Below 5'	50.83 Sq ft	2.5×10.16	= 25.4
		1.59×4.67	= 7.43
		9×2	= 18
Basement-Unfinished	110.69 Sq ft	19.25×5.75	= 110.69
Basement-Finished/Heated	1620.4 Sq ft	31.67×23.17	= 733.79
		24.25×35.67	= 865
		0.65×33.25	= 21.61
Patio	280 Sq ft	35×8	= 280
Screen Porch	183.08 Sq ft	15.92×11.5	= 183.08
Tiny House	172.59 Sq ft	7.16×4.83	= 34.58
		8.41×16.41	= 138.01



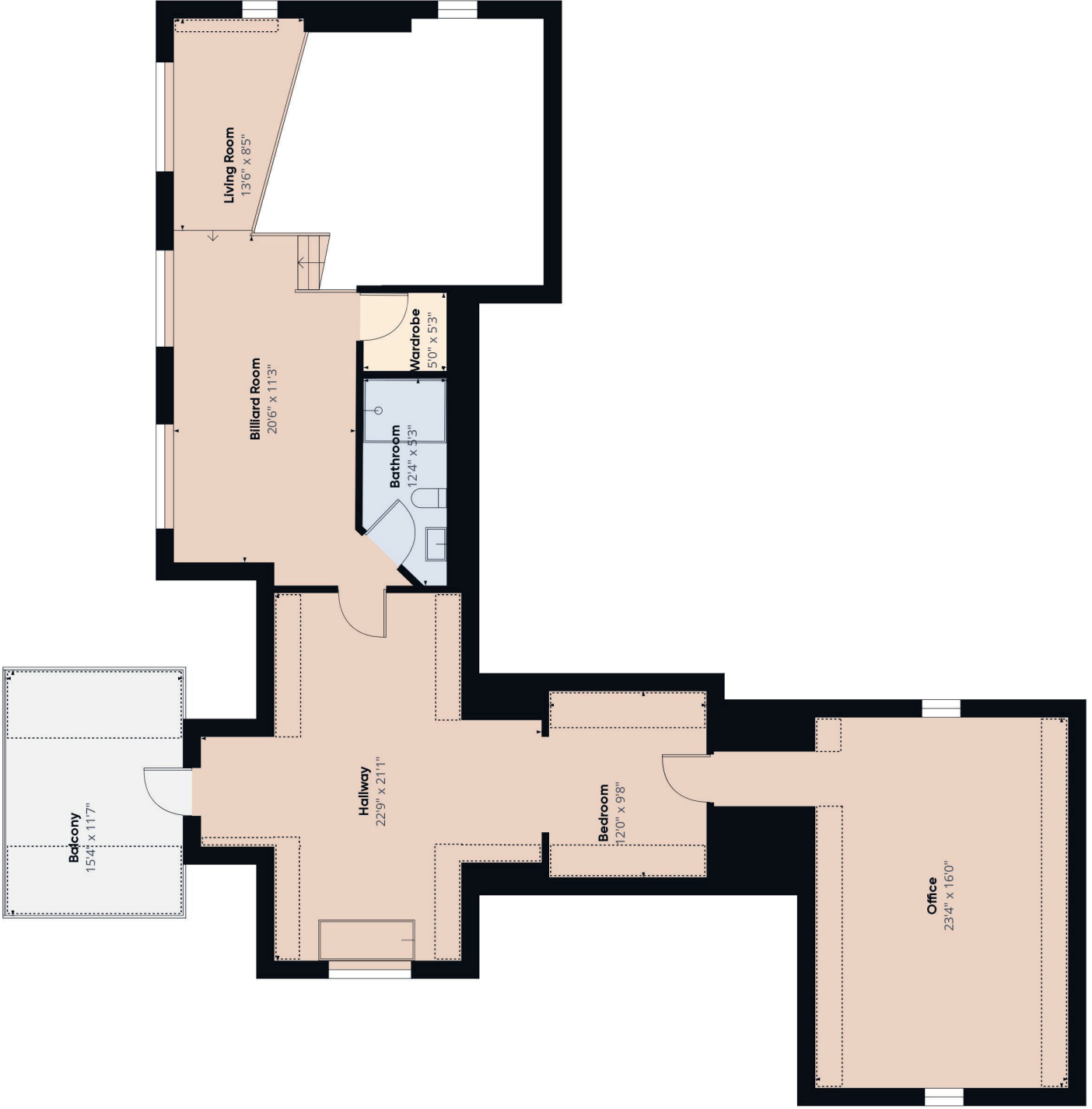
Approximate total area⁽¹⁾
 2409.1 ft²

(1) Excluding balconies and terraces

While every attempt has been made to ensure accuracy, all measurements are approximate, not to scale. This floor plan is for illustrative purposes only.

GIRAFFE360

Floor 1



Approximate total area⁽¹⁾
1285.27 ft²

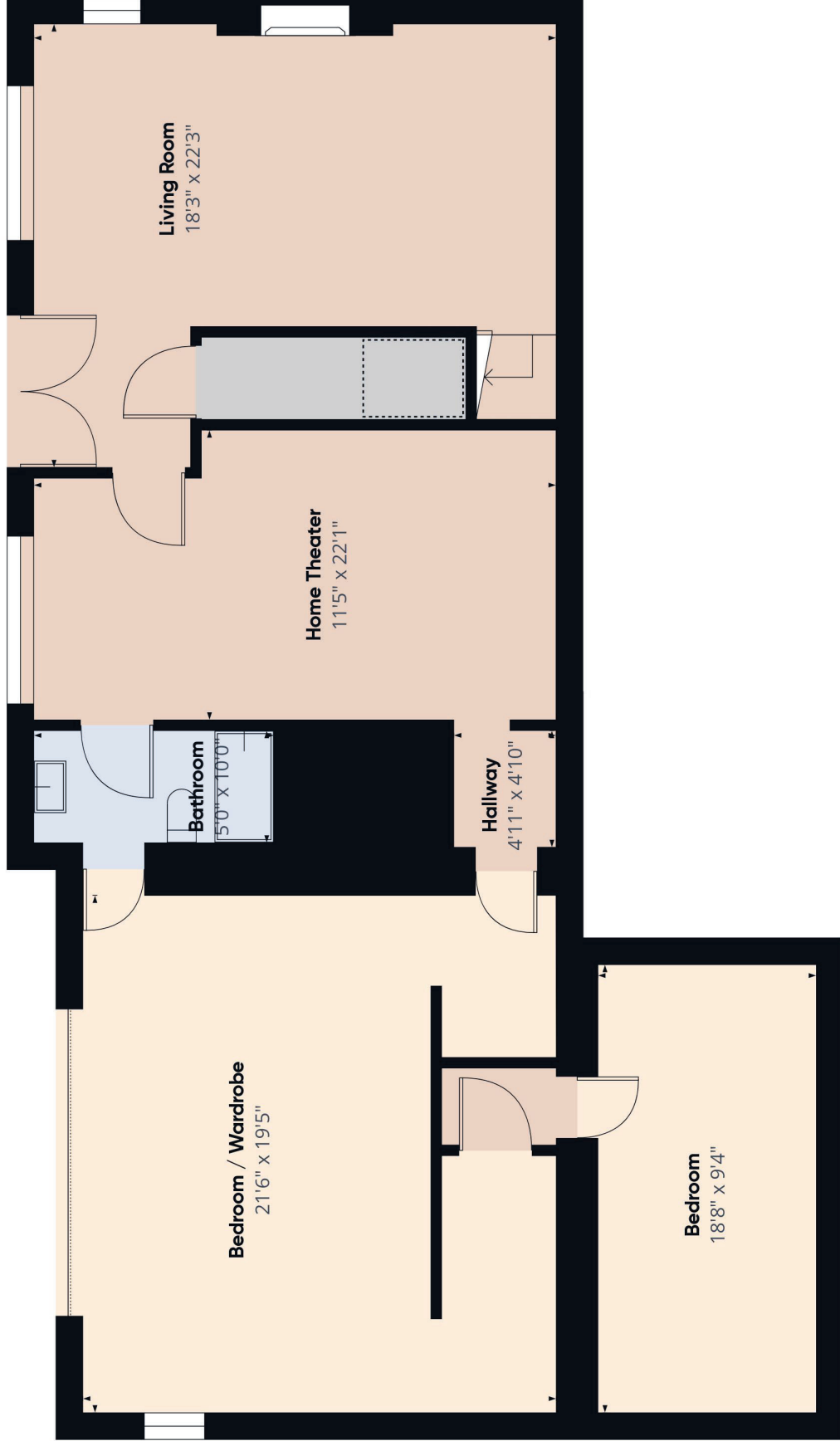
Reduced headroom
176.48 ft²

(1) Excluding balconies and terraces

⋮ Reduced headroom
(below 1.5m/4.92ft)

While every attempt has been made to ensure accuracy, all measurements are approximate, not to scale. This floor plan is for illustrative purposes only.

GIRAFFE360



Approximate total area⁽¹⁾
1291.79 ft²

Reduced headroom
13.2 ft²

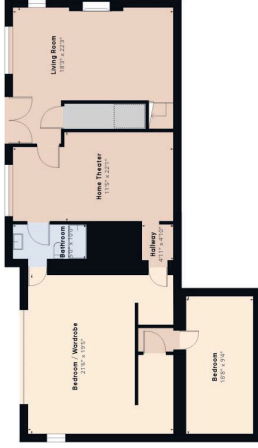
(1) Excluding balconies and terraces

⋮ Reduced headroom
(below 1.5m/4.92ft)

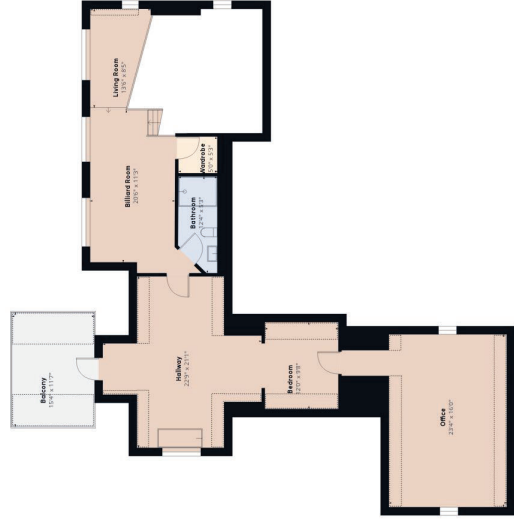
While every attempt has been made to ensure accuracy, all measurements are approximate, not to scale. This floor plan is for illustrative purposes only.

GIRAFFE 360

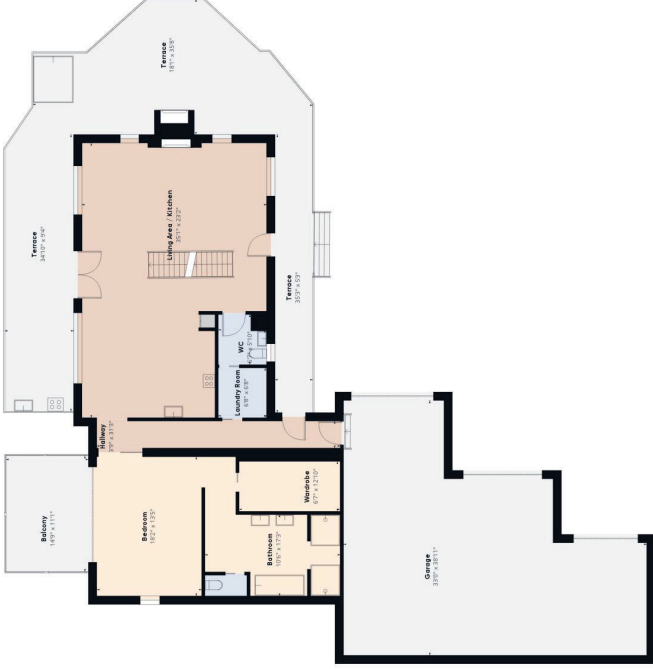
Floor 0



Floor 0



Floor 2



Floor 1

Approximate total area⁽¹⁾
4986.16 ft²

Reduced headroom
189.67 ft²

(1) Excluding balconies and terraces

⋮ Reduced headroom
(below 1.5m/4.92ft)

While every attempt has been made to ensure accuracy, all measurements are approximate, not to scale. This floor plan is for illustrative purposes only.

GIRAFFE 360

PROPERTY/SEQUENCE # 30559 PERMIT NUMBER 1856 OWNER JAMES BELCHER

Alexander County Health Department Operation Permit

System Type: TII, 25% Reduction
(In Accordance With Table Va)

(7042) Types V and VI systems expire in 5 years.
Owner must contact health department 6 months prior to expiration for permit renewal.

James Belcher
Owner's name

John Joseph
Authorized State Agent

Bryan Bowman
System Installer

July 17, 2014
Date of Operation Permit Issuance

This system has been installed in compliance with applicable North Carolina General Statutes, Rules for Sewage Treatment and Disposal, and all conditions of the Improvement Permit and Construction Authorization.

- I. Performance: System shall perform in accordance with Rule .1961.
- II. Monitoring: As required by Rule .1961.
- III. Maintenance: As required by Rule .1961. Other: _____
- IV. Operation: _____

- V. Other: _____

See I P + CA

ALEXANDER COUNTY ENVIRONMENTAL HEALTH

Call (828) 632-1000 ext.2 between 8:00 - 9:00 AM, Mon-Fri.

6125 NC Hwy 16 South, Taylorsville, NC 28681

Improvement Permit / Construction Authorization

Owner James Belcher Date 1/2/14
Site Location League Town Rd. Liberty Ln to End.

Improvement permit
Repair permit
Auth. Exist System
Auth. for Waste Water System Construction
Expansion

Lot size 27.22 acrs.

Type of structure House
of occupants 4 # bedrooms 3 # baths 2
Projected daily flow 300 GPD
Type of water supply New Well
Basement Yes No Basement plumbing Yes No
Pump required Yes No X
Garb. Disposal Yes No X

Table with 2 columns: Restrictive Horizons (in.) and Site Evaluation. Rows include Soil Depth, Soil Permeability, and Site Classification.

Septic System
Septic Tank Size 1000 Stb 160
Pump Tank Size Stb
Installed by Bryan Bowman
Nitrification Field 900 Sq.Ft.
Number of lines 3
Length and width of lines 100.100' x 100.13'

Soil cover 12 inches
Aggregate Depth: 11 inches below pipe
Proposed System Type: Initial 11g 25 1/2 Reduction
Permit Conditions: See attached sheet

I understand the system type is different from the type specified on the application. I accept the specifications of this permit. Owner/Legal Rep. Signature: Date:

The Issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate bodies in meeting their requirements. As a condition of the permit, the reference point(s) must be maintained by the owner and/or applicant until the wastewater system is installed or the permit has expired.

I have read and fully understand the above.

Signature: Bryan Bowman

Date: 1/3/14

Alexander County Environmental Health Department
6125 Hwy 16 South Taylorsville, N.C. 28681
(828) 632-1000 ext # 311

Permit # 1856
Owner: James Belcher
Date: 1/2/14
EHS John Teague

CONDITIONS OF PERMIT:

The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.

25% Space Reduction System Permit Conditions:

300 Linear Feet of **25% Space Reduction System**

1000 Gallon Septic Tank

End Cap Feed lines

12" **MINIMUM** Natural Cover

Backfill shall be approved by the local **Health Department** in accordance to Rule .1956[3(i)]

Owner / Applicant may consult with Installer/Soil Scientist/Engineer about other experimental and innovative alternatives.

Gutter drains shall be routed around septic fields

See attached sketch for system layout.

See attached diagrams for installation specifications.

Septic Tank Contractor shall call prior to installation of Septic System Mon. through Fri. 8-9 am.

The Applicant, Owner, Builder, shall be responsible for plumbing the home to ensure that a gravity Septic System can be installed. The Septic Tank shall not be installed deeper than 6 inches below the surface of the natural ground level, or a pump shall be installed.

Surface Diversions and/or Interceptor Drains may be required in the future.

Sewage System shall be installed as drawn.

Well shall be located a minimum of 100' from any designated Septic area in accordance with Rule .1950 & .1956(b).

A Well Permit shall be required prior to the construction of any Well.

Nitrification fields and repair areas shall not be located under paved areas or areas subject to vehicular traffic.

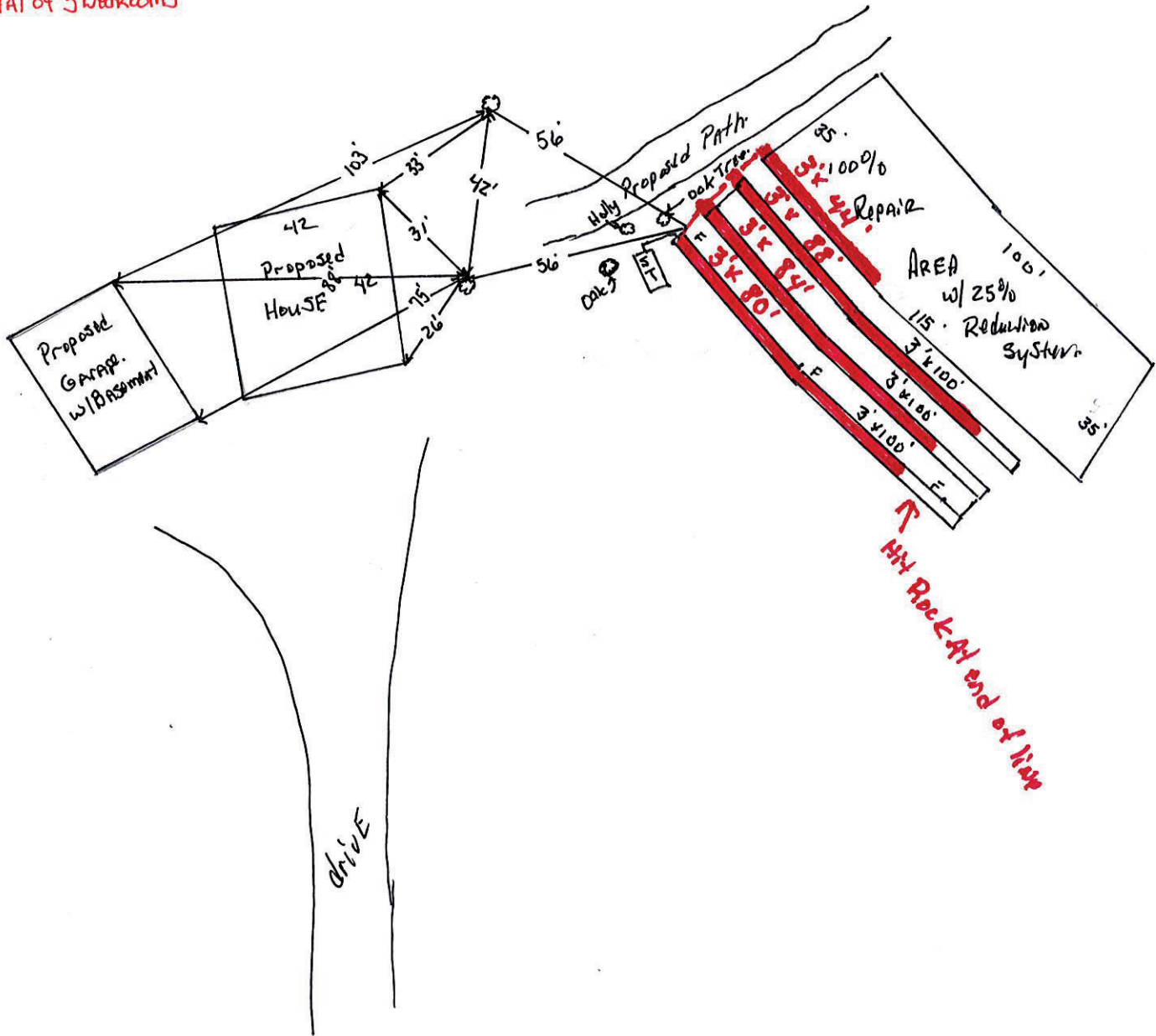
ALEXANDER COUNTY ENVIRONMENTAL HEALTH
Phone: (828)632-1000 Fax: (828)632-1354
IMPROVEMENT PERMIT DIAGRAM

Issued Permit # 1856
Date: JAN 21 2014
Owner: JAMES BECKER
EHS: John League
Operation Permit Completed: 7/17/14
EHS: John League

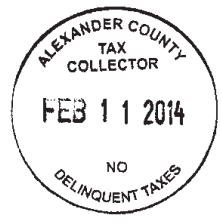
Installer: Bryan Downman

Note: Owner to live in garage until house built,
then kitchen to be removed from basement garage
And 2 bedrooms in house only. And 1 bedroom
in Garage for a total of 3 bedrooms.

Total of 3 Bedrooms



Type: QCD
Recorded: 2/11/2014 12:36:29 PM
Fee Amt: \$26.00 Page 1 of 4
Revenue Tax: \$0.00
Alexander, NC
Benjamin W. Hines Register of Deeds
File#



BK 572 PG 799 - 802

Prepared By: Mark T. Davis, Attorney, P.O. Box 1087, Taylorsville, NC 28681

Nb Revenue

STATE OF NORTH CAROLINA

COUNTY OF ALEXANDER

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made by and between Wesley T. Hallman and wife, Amy M. Hallman, Glenn Fisher and wife, Carol Trivette, and James E. Belcher, Jr. and wife, Crystal D. Belcher, hereinafter "Grantors", and James E. Belcher, Jr. and wife, Crystal D. Belcher, hereinafter "Grantees", this 11th day of February, 2014; *Address: PO Box 6086 Hickory NC 28603*

WITNESSETH:

THAT WHEREAS, Wesley T. Hallman and Amy M. Hallman are the owners of a 27.22 acre tract shown as Tract 3 in Plat recorded in Plat Book 13 at Page 36 of the Alexander County Registry, which includes a 0.91 acre tract shown by Deed recorded in Book 541 at Page 987 of the Alexander County Registry, Wesley T. Hallman and wife, Amy M. Hallman, and James E. Belcher, Jr. and wife, Crystal D. Belcher, are the owners of a certain Tract 2 of 10.00 acres as shown in Plat Book 13 at Page 244 of the Alexander County Registry, Glenn Fisher and wife, Carol Trivette, are the owners of a certain 10.00 acre tract shown as Tract 1 in Plat recorded in Plat Book 13 at Page 244 of the Alexander County Registry, and James E. Belcher Jr. and wife, Crystal D. Belcher, are the owners of a certain 27.22 acre tract shown as Tract 2 in Plat Book 13 at Page 36 of the Alexander County Registry, which includes a 0.90 acre tract shown by Deed recorded in Book 541 at Page 172 of the Alexander County Registry, and previously recorded plats in Plat Book 12 at Page 197, Plat Book 13 at Page 36, and Plat Book 13 at Page 244 of the Alexander County Registry provided for a dedicated 45 foot wide right of way easement leading from SR 1283 so as to provide access for all of the aforementioned properties of the Grantors and Grantees; and

WHEREAS, a portion of said 45 foot wide dedicated right of way access leading from SR 1283 has been relocated as shown in Plat Book 13 at Page 244 of the Alexander County Registry, and the parties, by this Quit Claim Deed, intend to extinguish all right, title, and interest they have in that certain portion of the property owned by James E. Belcher, Jr. and Crystal D. Belcher as

recorded in Plat Book 550 at Page 1243 of the Alexander County Registry and as shown as Tract 2, 27.22 acres, in Plat Book 13 at Page 36 of the Alexander County Registry.

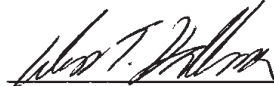
NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby remise, release, and forever quitclaim unto the Grantees all right, title, and interest they have in that portion of the property of the Grantees shown by Deed recorded in Book 550 at Page 1423 and as Tract 2, 27.22 acres, in Plat Book 13 at Page 36 of the Alexander County Registry located South of the southern right of way margin of that certain dedicated 45 foot wide right of way easement leading South from Liberty Lane, SR 1283, as shown in plat recorded in Plat Book 13 at Page 244 of the Alexander County Registry, said area of land being quitclaimed is shown on Plat Book 13 at Page 244 of the Alexander County Registry at the northeastern portion of said 45 foot wide right of way adjacent to Liberty Lane, SR 1283, and this area being along the second, third, and fourth directional calls and distances along the southern margin of said 45 foot wide right of way easement starting from Liberty Lane, SR 1283, and as shown on said Plat Book 13 at Page 244 of the Alexander County Registry.

TO HAVE AND TO HOLD the said Property and all privileges and appurtenances (rights) belonging to Grantees, in fee simple.

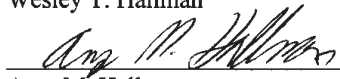
Grantor makes no warranty, express or implied, as to title to the herein described property.

IN WITNESS WHEREOF, the Grantors have executed this Quitclaim Deed the day and year first above written.

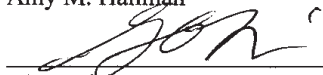
GRANTORS:



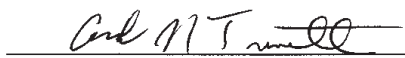
Wesley T. Hallman




Amy M. Hallman




Glenn Fisher



Carol Trivette



James E. Belcher, Jr.



Crystal D. Belcher

STATE OF NORTH CAROLINA
COUNTY OF ALEXANDER

I, April L. Hawkins, the undersigned Notary Public of the County and State aforesaid, certify that Wesley T. Hallman and wife, Amy M. Hallman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

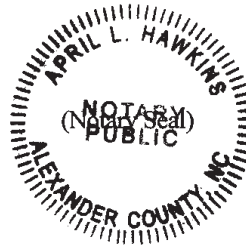
Witness my hand and Notarial stamp or seal, this the 11th day of February, 2014.

April L. Hawkins

Notary Public

Printed Name: April L. Hawkins

My Commission Expires: 12/20/2018



STATE OF NORTH CAROLINA
COUNTY OF ALEXANDER

I, Debra B. Davis, the undersigned Notary Public of the County and State aforesaid, certify that Glenn Fisher and wife, Carol Trivette, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

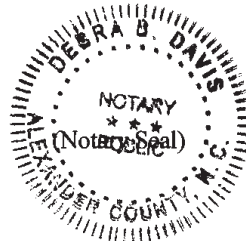
Witness my hand and Notarial stamp or seal, this the 10th day of February, 2014.

Debra B. Davis

Notary Public

Printed Name: Debra B. Davis

My Commission Expires: 8-16-2014



STATE OF NORTH CAROLINA
COUNTY OF ALEXANDER

I, April L. Hawkins, the undersigned Notary Public of the County and State aforesaid, certify that James E. Belcher, Jr. and wife, Crystal D. Belcher, 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 11th day of February, 2014.

April L. Hawkins
Notary Public

Printed Name: April L. Hawkins

My Commission Expires: 12/20/2018



Wesley Hallman/Quit Claim Deed to Belcher

Sample Document

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this _____ day of _____, by and between _____ ("Buyer"), and James E. Belcher, Jr., Crystal Belcher ("Seller").

WHEREAS at an auction conducted this day by Big6 Properties/Blue Ridge Land & Auction ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: 620 Liberty Ln
City: Taylorsville Zip: 28681

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

County: Alexander, North Carolina

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide 13 at Page(s) 36
The PIN/PID or other identification number of the Property is: 0030559 Acreage: 21.22
Other description: Pin: 3726 56 3174
Some or all of the Property may be described in Deed Book 0572 at Page 0799

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

Mineral rights are are not included.

Timber rights are are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: Hot tub, Sauna, Tiny Home, boat dock, Gate house and electronic entrance gate, Generator

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: Propane tanks



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

Kitchen: Refrigerator, gas range, microwave, dishwasher. Tiny Home: refrigerator, electric hot plate, microwave Main home: Starlink internet equipment, pool table, home theater

4. **PURCHASE PRICE:** The purchase price of the Property is \$ _____ and shall be paid in US dollars. An earnest money deposit in the amount of \$ 50,000.00 by cash personal check official bank check wire transfer electronic transfer shall, on the effective date of this Contract OR within five (5) days of the date of the effective date of this Contract, be made payable and delivered to Attorney Mark Davis as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the Escrow Agent. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this Contract upon written notice to the Buyer. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this Contract. Buyer shall pay the balance of the purchase price, in the amount of \$ _____, in full in legal tender to Seller at Closing. Escrow Agent will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic and wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this Contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on 09/30/2024 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to _____. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying

Buyer Initials _____ Seller Initials _____

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)

Buyer Premium Addendum form 610

(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

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

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

BUYER:

_____(SEAL)

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: _____

Sampl

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

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

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

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: Sharon Roseman Matthew Gallimore Real Estate License #: 229274/311692
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (828) 632-2446 Fax #: (828) 635-7363 Email: sharoncroseman@gmail.com

Firm Name: Big 6 Properties/Blue Ridge Land and Auction
Acting as Seller's (sub)Agent Dual Agent

Firm Mailing Address: PO Box 99 Taylorsville NC 28681/ 102 S Locust St, Floyd, VA 24091

NCAL Firm License #: 10471/10299

BID CALLER INFORMATION:

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



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

Agent's Name Agent's License No. Firm Name


NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 620 Liberty Ln, Taylorsville, NC 28681

Owner's Name(s): James E. Belcher, Jr., Crystal Belcher

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 JEBJ

Buyer Initials _____ Owner Initials CB

**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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2. In what year was the dwelling constructed? _____			<input checked="" type="checkbox"/>
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Vinyl <input type="checkbox"/> Stone <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Aluminum <input type="checkbox"/> Wood <input type="checkbox"/> Asbestos <input type="checkbox"/> Other: _____			<input type="checkbox"/>
A5. In what year was the dwelling's roof covering installed? _____			<input type="checkbox"/>
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A9. Is there a problem, malfunction, or defect with the dwelling's:				
	NA	Yes	No	NR
Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deck	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attached Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace/Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior/Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) <input type="checkbox"/> Furnace [____ # of units] Year: _____ <input type="checkbox"/> Heat Pump [____ # of units] Year: _____ <input type="checkbox"/> Baseboard [____ # of bedrooms with units] Year: _____ <input type="checkbox"/> Other: _____ Year: _____			<input type="checkbox"/>

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

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

Buyer Initials _____ Owner Initials JEBJ
 Buyer Initials _____ Owner Initials CB

**SECTION D.
FIXTURES/APPLIANCES**

	Yes	No	NR
D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? _____ Date of last maintenance service: _____	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

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

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

	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 checked="" type="radio"/>	<input 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 checked="" type="radio"/>	<input 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, materialmens' liens, or notices from any governmental agency that could affect title to the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input 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 JEBJ
 Buyer Initials _____ Owner Initials CB

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: James E. Belcher, Jr. Date 06/26/2024

Owner Signature: Crystal Belcher Date 06/26/2024

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 _____



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:

Table with 3 columns: Buyer Initials, Question, Yes, No, No Representation. Contains 6 rows of disclosure questions regarding mineral and oil/gas rights severance.

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: 620 Liberty Ln, Taylorsville, NC 28681

Owner's Name(s): James E. Belcher, Jr., Crystal Belcher

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: James E. Belcher, Jr. Date 06/26/2024

Owner Signature: Crystal Belcher Date 06/26/2024

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 Document

BUYER'S PREMIUM AGREEMENT AUCTION SALES

THIS AGREEMENT, between _____, 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: 620 Liberty Ln, Taylorsville, NC 28681 ("Property").

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

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Bidder

Date

Bidder

Date

Entity Bidder:

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

By: _____

Date: _____

Name: _____

Title: _____

Firm

By: _____

Date: _____

