



**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** – William Paul Billings Jr.

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

**AUCTION DATE** – Tuesday, November 12<sup>th</sup>, 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:**

- 1) 2.2 Acres; Parcel ID 4906968307; DB-00433 PG-0586
- 2) 2.66 Acres; Parcel ID 4906966587; DB-00433 PG-0586

**Address: 905 Lyons Rd., Roaring Gap, NC 28668**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, November 12<sup>th</sup>, 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](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 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 **\$10,000** 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 **Friday, December 27<sup>th</sup>, 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, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

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

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

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

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

**Firm State License #'s**

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

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

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

828-320-4726

**License #'s**

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


**Residential**  
**905 Lyons Rd Roaring Gap NC 28668**
**Active**

MLS#: **252235**  
 County: **Alleghany**  
 Area: **31-Cherry Lane**  
 Subdivision: **None**  
 Fire Dist: **Cherry Lane**  
 Elem School: **Glade Creek**  
 Middle School:  
 Style: **Manufactured Home**

List Price: **\$123,000**  
 Orig LP: **\$123,000**  
 DOM: **28**  
 Beds: **3**  
 Baths (F/H): **2/0**  
 High School: **Alleghany**  
 Yr Built: **2004**  
 # Acres: **4.86**

## Square Footage Information

1st Flr HLA:	<b>1,232</b>	2nd Liv Q UnH:	<b>Y/758</b>	<b>Unfinished SqFt</b>
2nd Flr HLA:	<b>0</b>	2nd Liv Q Htd:		Abv Grd Unfin:
3rd Flr HLA:	<b>0</b>	Attached Gar:		Blw Grd Unfin:
4th Flr HLA:		Detached Gar:		Blw Grd Gar:
Abv Grd HLA:	<b>1,232</b>	Adt'l Abv Grd:		Total UnFin Blw Grd:
Blw Grd HLA:	<b>0</b>	Adt'l Blw Grd:		Total UnFin:
Total HLA:	<b>1,232</b>			

## General/Property Information

Prop SubType: **Single Family**  
 Primary PIN: **4906968307**  
 Secondary PIN: **4906966587**  
 POA Fees:  
 Club Mbrshp:  
 Reinstatement Amt:  
 Rent Amount:  
 Assoc Name:  
 Zoning/Restrict: **R1**  
 Legal Description:

Lot #:

Cnf Spec Assmnt: **N**  
 Prp Spec Assmnt: **N**  
 Addt'l Fees:  
 Taxes: **\$189,200/Tax Assessor**

Deed Bk/Pg: **00433/0586**  
 Adt'l. Dd Bk/Pg: **00433/0589**  
 Plat Sect:  
 Plat Bk/Pg:  
 Rst/Cov Bk/Pg:  
 Tax Value:

## Rooms Information

Room Level	Beds	Baths (F/H)	Room Type
<b>First Level</b>	<b>3</b>	<b>2/0</b>	<b>Bath-F, Bedrm-Primary, Kitchen, Laundry, Living</b>

Flooring:

## Interior Features

Heat: **Heat Pump-Electric**  
 Air Cond: **Heat Pump**  
 Fireplace: **None**  
 Appliances: **Cooktop-Gas, Refrigerator**  
 Amenities: **1st Floor Laundry**

## Exterior Features

Construction Type: **Manufactured -DoubleWide**  
 Foundation: **Crawl Space**  
 Exterior: **Vinyl**  
 Roof: **Architectural Shingle**  
 Water Source: **Well**  
 Sewer/Septic: **Septic Installed**  
 Gar/Park: **Carport, Driveway Parking**  
 Road: **State Maintained Gravel**  
 Amenities: **2nd Living Quarters Unheated, Storage, Storage Shed**

## Remarks

Directions: **From Winston Salem, take US-421 N to exit 265A for I-77 N. Take exit 83 for US-21 BYP toward Roaring Gap/Sparta. Follow US-21 N and turn left onto Traphill Rd. Turn right onto John P Frank Pkwy, continue onto Frank Pkwy, then turn right onto Oklahoma Rd. Finally, turn left onto Lyons Rd.**

Public Remarks: **4.86+/- acres featuring 2 cabins, a double-wide manufactured home, and 600 feet of Big Sandy Creek frontage. The 2004 double-wide, atop a ridge, offers 1,232+/- sq. ft. with 3 bedrooms, 2 baths, vinyl siding, a shingle roof, and a brick foundation. Inside, find laminate and vinyl flooring, panel walls, and double-hung windows. Amenities include a well, septic system, heat pump, crawl space, covered parking, and a 20x12 shed with a lean-to. The 1.5-story cabin, built in 2007, has 758+/- sq. ft., power, and rustic charm. The second cabin has no utilities. The property adjoins NC state lands and has three dry pond sites, footbridges, and a water wheel. PROPERTY UPDATE: Hurricane Helene caused a tree to fall and knock the power out to the cabin built in 2007. It also destroyed a footbridge located on the property. Selling "as is". Buyers responsibility to have power reconnected to cabin if desired. Auction ends Nov 12th at 4 PM. 905 Lyons Rd., Roaring Gap, NC.**



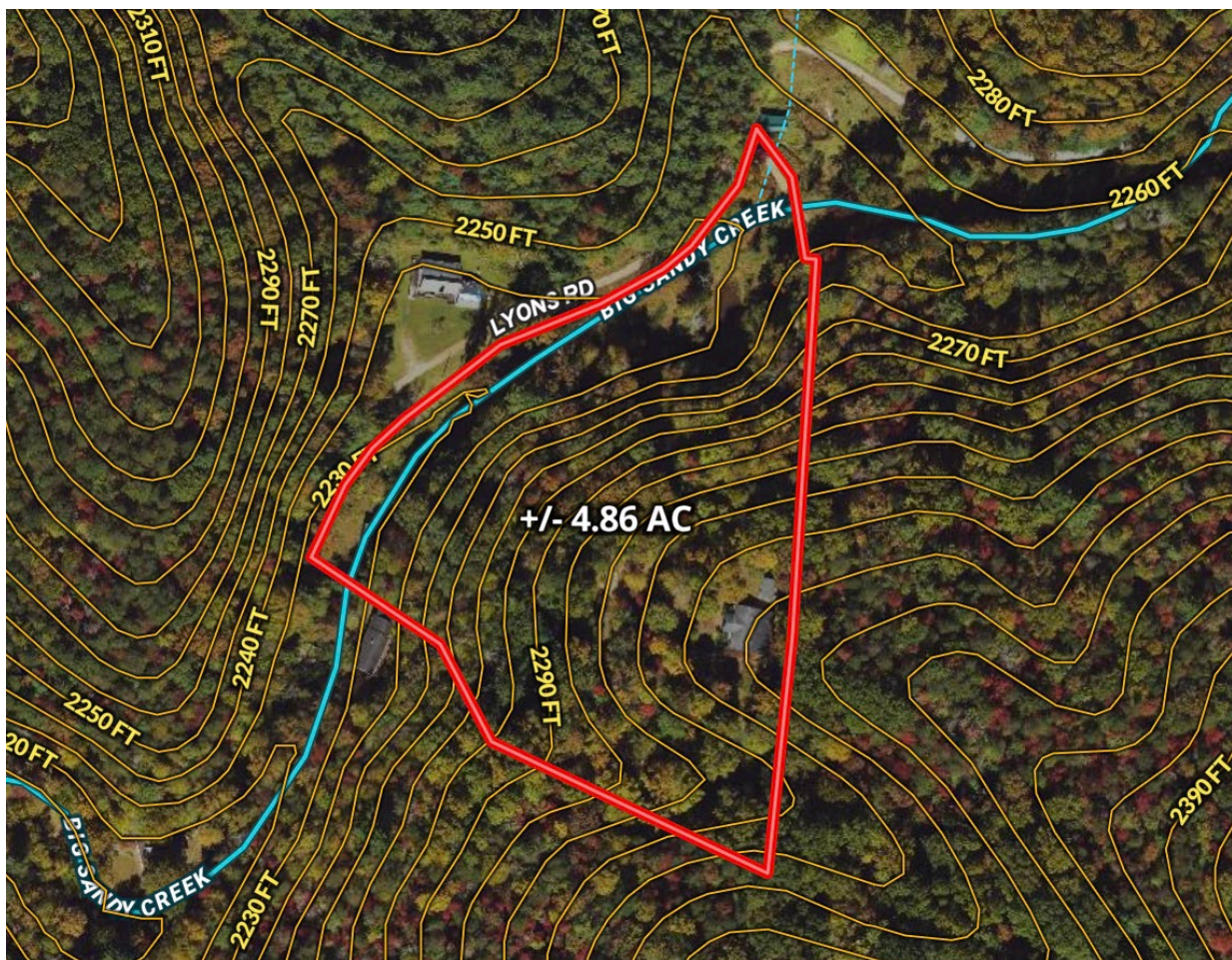
# Aerial



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



# Contour



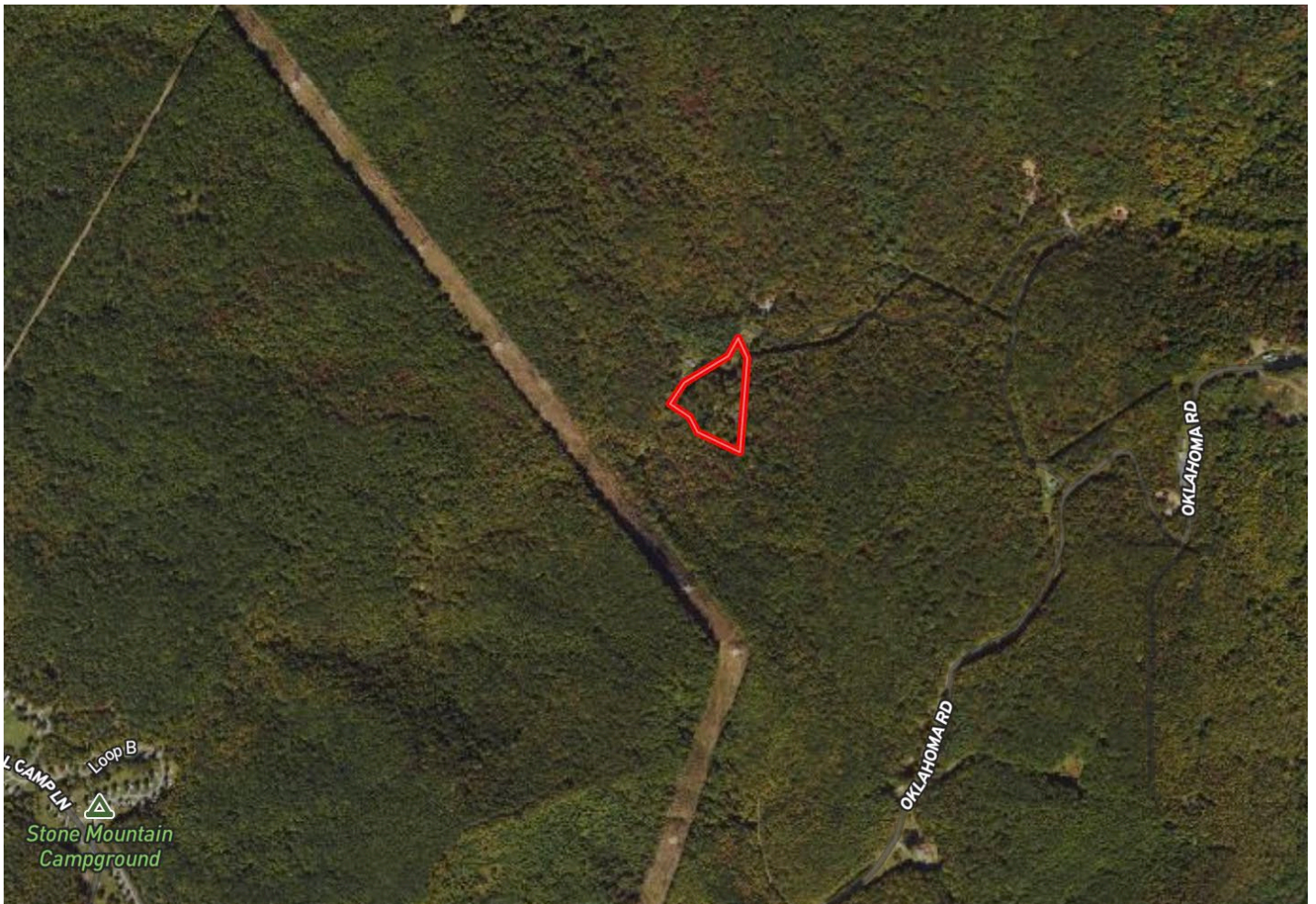
**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Neighborhood

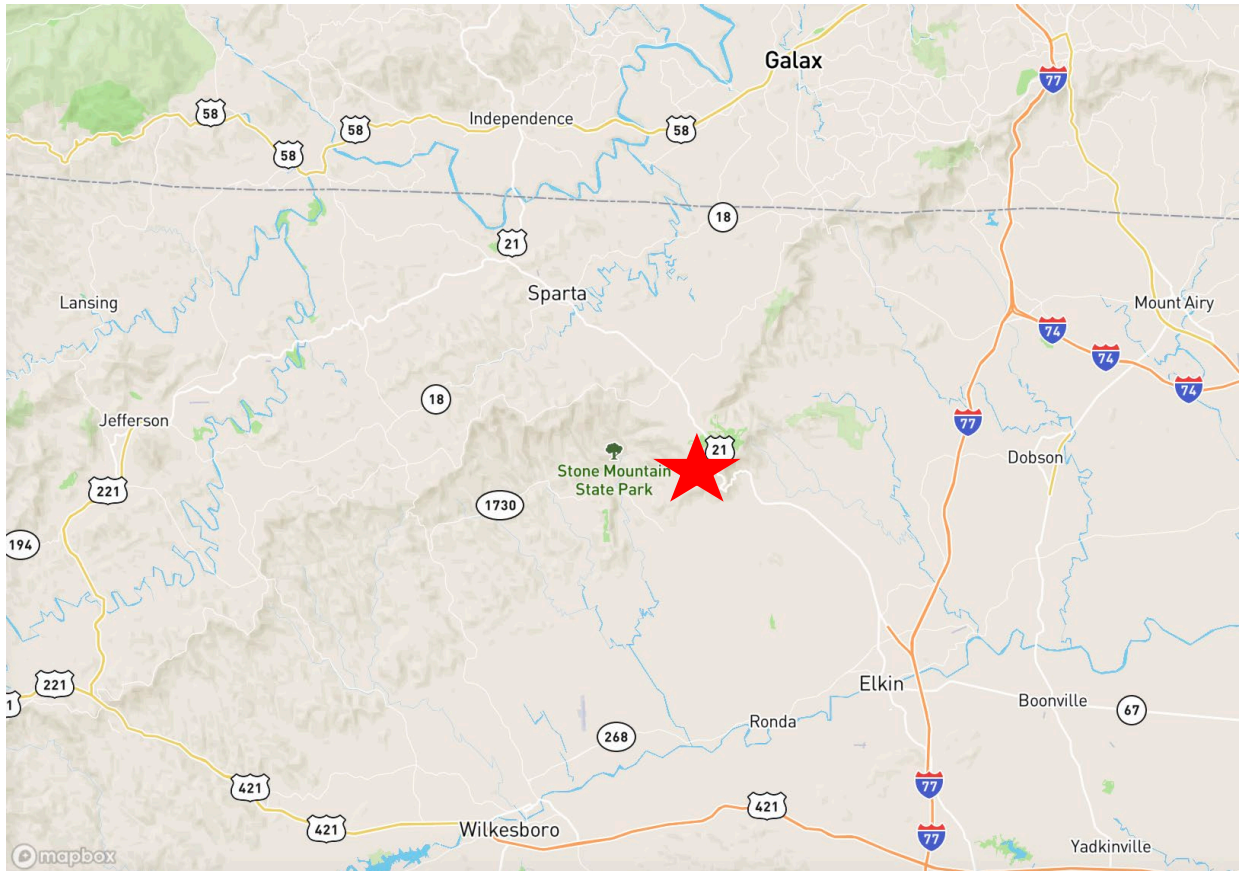
905 Lyons Rd.,  
Roaring Gap, NC 28668





# Location

905 Lyons Rd.,  
Roaring Gap, NC 28668





# Floorplan

## Auction Services

### General Floorplan

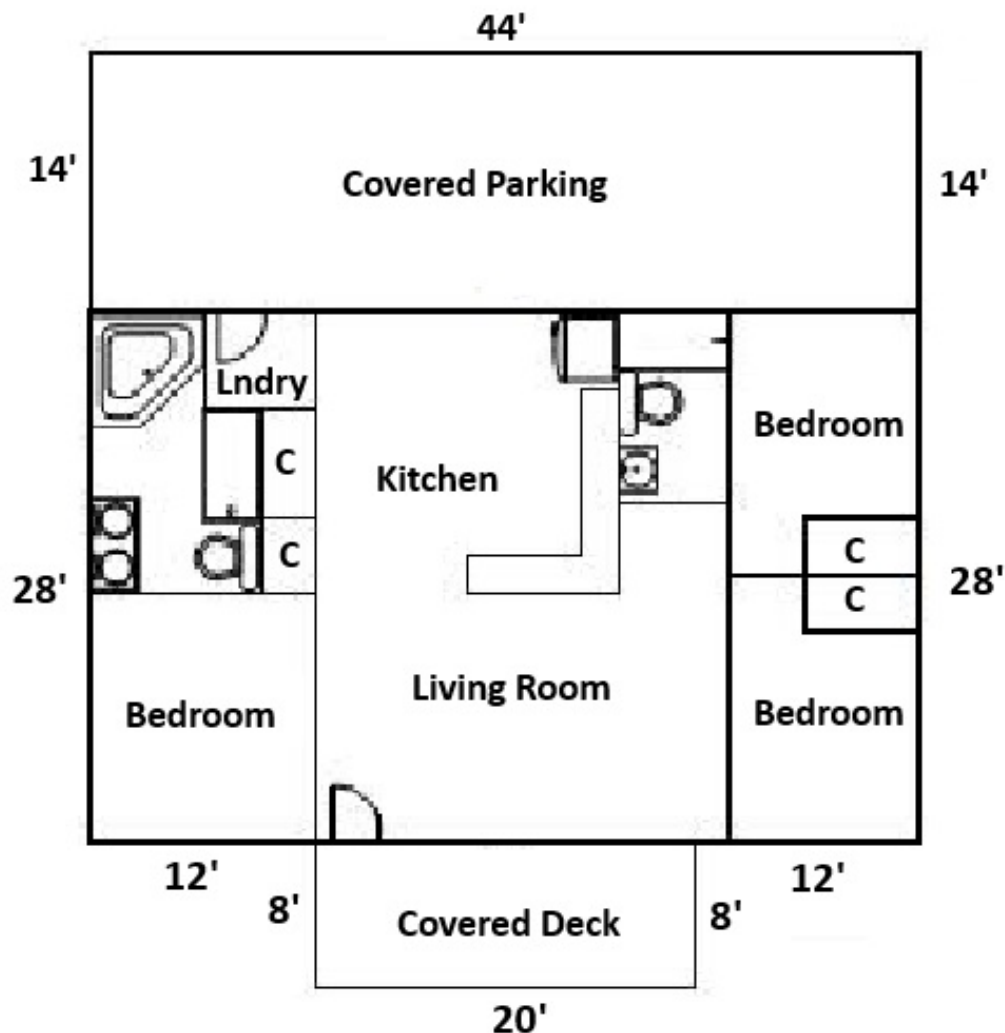
1,232 Square Foot Double Wide - Built in 2004

HUD Tags - Ten 639615 & Ten 639616

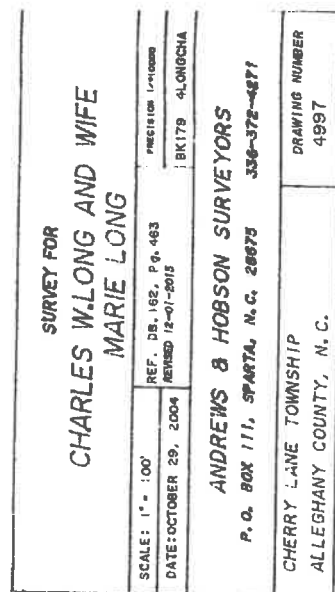
Brick Foundation; Vinyl Siding; Shingle Roof

Well & Septic; Heat Pump

Interior - Laminate HW & Viny Floors; Panel Walls

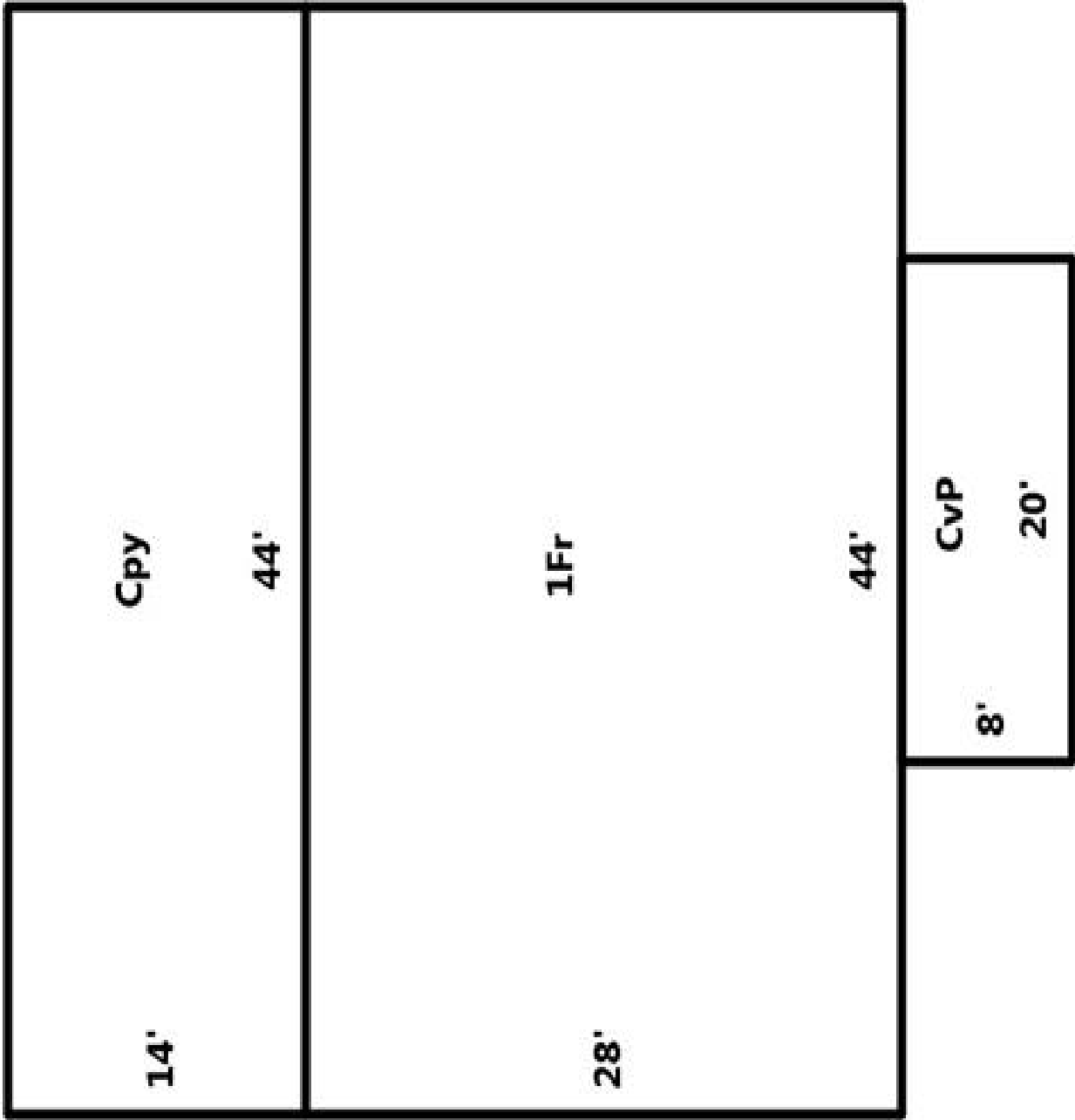




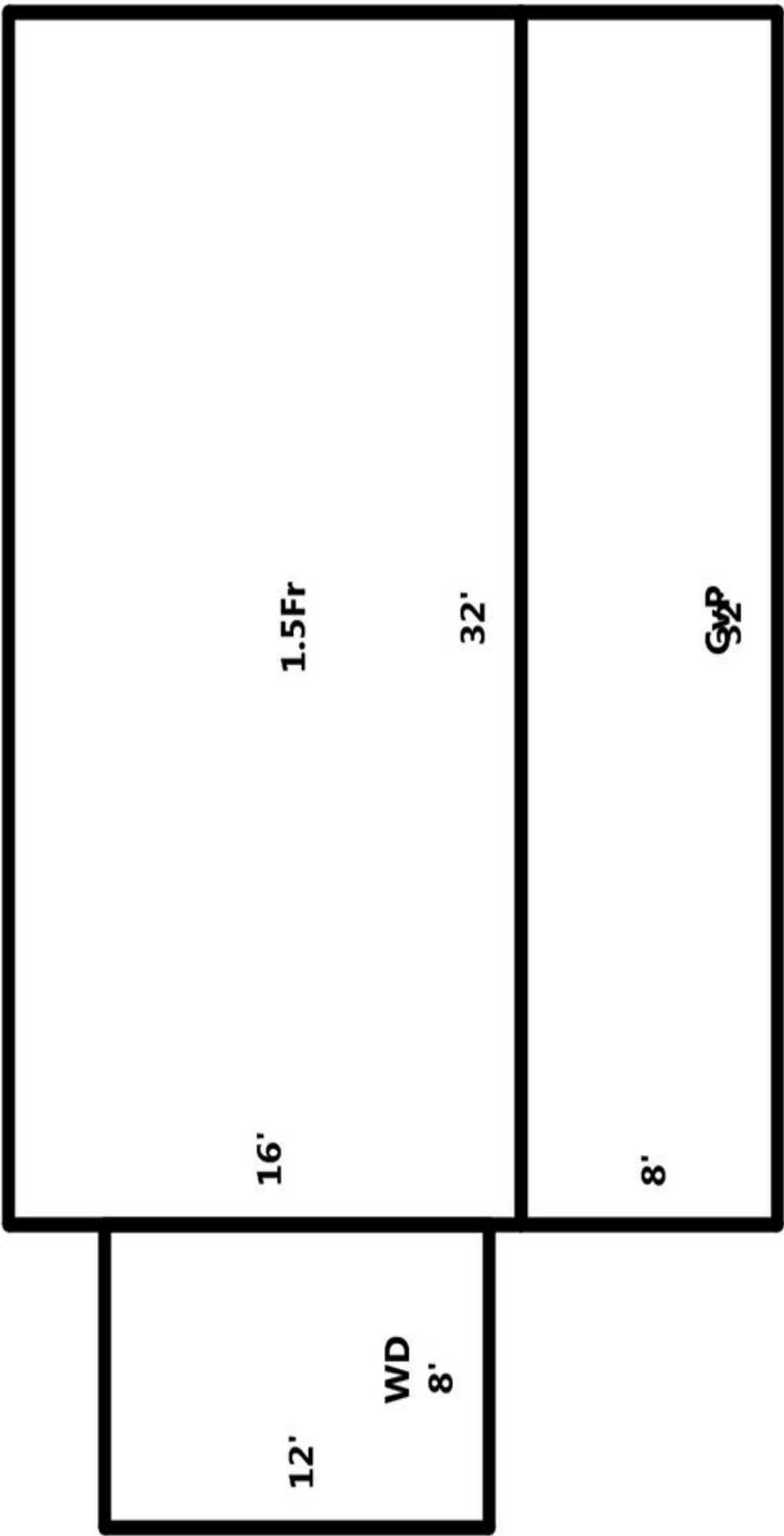
















## Vanderbloemen, Fleischer & White, PLLC

Bruce Vanderbloemen, Attorney

James R. Fleischer, Attorney

W. Bryan White, Attorney

309 N Main St. Suite C  
Lenoir, NC 28645  
(828) 705-2223

7 14<sup>th</sup> St SW Suite 100  
Hickory, NC 28602  
(828) 855-2075

[www.vfwlegal.com](http://www.vfwlegal.com)

### TITLE OPINION FOR

905 Lyons Rd Roaring Gap NC (Alleghany County)

See attached deeds for property description

The undersigned has examined the record title on the Alleghany County records (and municipal tax and assessment records if within a municipality) for the period shown relative to title to the real property described below, and gives the following opinion of status:

Owner: William Paul Billings, Jr

Interest or Estate: Fee Simple Absolute

Taxes: 2023 County/City have been paid

Restrictive Covenants: NA

Plat: n/a

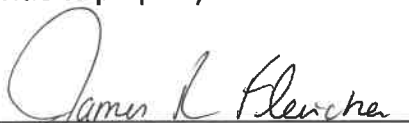
Property DOES have access to a privately owned and maintained right of way.

Liens/Deed of Trust- none

There are no other liens, easements, deeds of trust, objections or defects to title.

See attached for chain of title

Title to property was searched from August 2<sup>nd</sup>, 1993 at 4:54 p.m. to September 13<sup>th</sup>, 2024.

  
James R. Fleischer, Attorney

BK:00433 PG:0589

FILED Nov 21, 2022 04:03:15 pm

BOOK 00433

PAGE 0589 THRU 0591

INST # 02722

EXCISE TAX (None)

ALLEGHANY COUNTY NC  
MIRANDA H. ROUPE  
REGISTER OF DEEDSTAX INFORMATION RECORDED  
ALLEGHANY TAX COLLECTOR*M. Smith 11-24-22*

## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0-

Parcel Identifier No. 4906966587 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_Mail/Box to: William Paul Billings, Jr., 342 Bryan Lane, Traphill, NC 28685This instrument was prepared by: Law Offices of Robert G. Greene, Jr., PO Box 424, Wilkesboro, NC 28697Brief description for the Index: 2.8 ac., Cherry Lane Twsp.

## \*\* DEED PREPARATION ONLY - NO TITLE SEARCH - NO CLOSING\*\*

THIS DEED made this 16<sup>th</sup> day of \_\_\_\_\_ November \_\_\_\_\_, 2022, by and between

GRANTOR

GRANTEE

ESTATE OF WILLIAM PAUL BILLINGS, SR.  
(Wilkes County File # 21 E 826; Alleghany Co. File # 21 E 51)  
By WILLIAM PAUL BILLINGS, JR., and  
WILLIAM PAUL BILLINGS, Jr., Individually

WILLIAM PAUL BILLINGS, JR.

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of N/A, Cherry Lane Township, ALLEGHANY County, North Carolina and more particularly described as follows:

Beginning at a point in Happy Valley Road, a private 10' soil road, corner of Ronald Helt and the herein conveyed tract, and running thence with center of said soil road the following 13 calls and distances: N. 13-46-34 E. 15.93 feet; N. 27-50-31 E. 53.53 feet; N. 38-08-32 E. 54.62 feet; N. 44-37-01 E. 55.60 feet; N 51-18-35 E. 56.80 feet; N. 58-01-20 E. 55.71 feet; N. 63-31-07 E. 57.46 feet; N. 69-49-59 E. 60.62 feet; N. 70-57-36 E. 41.65; N. 59-16-23 E. 43.79 feet; N. 48-02-40 E. 52.19 feet; N. 36-29-52 E. 54.52 feet; N. 20-50-19 E. 59.01 feet; thence leaving 10 foot private soil road and thence with a 20 foot private right of way denoted on herein referenced survey the following 9 calls and distances: S. 35-34-41 E. 71.72 feet; S. 08-14-20 81.95 feet; S. 04-17-47 W. 134.31 feet; S. 47-31-24 W. 34.79 feet; S. 66-41-00 W. 41.32 feet; S. 69-48-02 W. 42.61 feet; S. 57-36-16 W. 36.27 feet; S. 49-47-38 W. 50.38 feet; and S 19-35-25 W. 37.73 feet; thence leaving Happy Valley Road and running N. 62-30-59 W. 10.92 feet to new rebar at 24" Ch. Oak; thence N. 60-16-43 W. 33.27 feet to new rebar; thence S. 22-40-21 W. 252.89 feet to existing iron pin; thence N. 26-28-40 W. 112.40 feet to existing rebar in Helt line; thence N. 54-59-07 W. 174.16 feet to the point beginning,

containing, 2.885 acres as shown on survey prepared by Andrews & Hobson Surveyors dated 10-12-07, Drawing No. 5557.

Grantors grant to grantee, his heirs, successors and assigns and reserve for themselves, their heirs, successors and assigns, an easement over the 20 foot private soil road shown on said survey above referenced, extending from Happy Valley Road to the remaining properties of Grantors.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 313 page 751 and 752.

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

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

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

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

\_\_\_\_\_  
(Entity Name) Will Pl Bof A (SEAL)  
Name: WILLIAM PAUL BILLINGS, JR., Administrator of  
the Estate of WILLIAM PAUL BILLINGS, SR.

By: Will Pl Bof A (SEAL)  
Print/Type Name: WILLIAM PAUL BILLINGS, JR.

By: \_\_\_\_\_ (SEAL)  
Print/Type Name: \_\_\_\_\_

State of NORTH CAROLINA - County or City of WILKES

I, the undersigned Notary Public of the County or City of WILKES and State aforesaid, certify that WILLIAM PAUL BILLINGS, JR. as Administrator of the Estate of WILLIAM PAUL BILLINGS, SR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and in behalf of the ESTATE OF WILLIAM PAUL BILLINGS, SR., and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and filed in the WILKES COUNTY Clerk of Courts Office as Estate File No: 21 E 826, on the 16<sup>th</sup> of April, 2021, and that this instrument was executed under and by virtue of the authority given by said instrument appointing him as Administrator of the Estate of WILLIAM PAUL BILLINGS, SR.; that the said WILLIAM PAUL BILLINGS, JR. acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said ESTATE OF WILLIAM PAUL BILLINGS, SR. Witness my hand and Notarial stamp or seal this 16<sup>th</sup> day of November, 2022.

My Commission Expires: 9/22/2024  
(Affix Seal)

**BONNIE S. STONE**  
Notary Public  
Wilkes County, NC

Bonnie S. Stone  
Bonnie S. Stone, Notary Public  
Notary's Printed or Typed Name

State of NORTH CAROLINA - County or City of WILKES

I, the undersigned Notary Public of the County or City of Wilkes and State aforesaid, certify that WILLIAM PAUL BILLINGS, JR. 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 16<sup>th</sup> day of

0433 0591

BK:00433 PG:0591

November, 2022.

My Commission Expires: 9/22/2024  
(Affix Seal)

**BONNIE S. STONE**  
Notary Public  
Wilkes County, NC

*Bonnie S. Stone*

Bonnie S. Stone, Notary Public  
Notary's Printed or Typed Name



TAX INFORMATION RECORDED  
ALLEGHANY TAX COLLECTOR

*11-21-22*

FILED Nov 21, 2022 04:00:01 pm

BOOK 00433

PAGE 0586 THRU 0588

INST # 02721

EXCISE TAX (None)

ALLEGHANY COUNTY NC  
MIRANDA H. ROUPE  
REGISTER OF DEEDS

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0-

Parcel Identifier No. 4906968307 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: William Paul Billings, Jr., 342 Bryan Lane, Traphill, NC 28685

This instrument was prepared by: Law Offices of Robert G. Greene, Jr., PO Box 424, Wilkesboro, NC 28697

Brief description for the Index: 2.2 ac. Cherry Lane Twsp.

**\*\* DEED PREPARATION ONLY - NO TITLE SEARCH - NO CLOSING\*\***

THIS DEED made this 16th day of November, 20 22, by and between

GRANTOR

GRANTEE

ESTATE OF WILLIAM PAUL BILLINGS, SR.  
(Wilkes County File # 21 E 826; Alleghany Co. File # 21 E 51)  
By WILLIAM PAUL BILLINGS, JR., and  
WILLIAM PAUL BILLINGS, Jr., Individually

WILLIAM PAUL BILLINGS, JR.

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of N/A, Cherry Lane Township, ALLEGHANY County, North Carolina and more particularly described as follows:

**SEE PROPERTY DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN BY  
REFERENCE AS IF FULLY SET OUT.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 375 page 1536 thru 1539.

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

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

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

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

\_\_\_\_\_  
(Entity Name) Will Paul Billings Jr (SEAL)  
Name: WILLIAM PAUL BILLINGS, JR., Administrator of  
the Estate of WILLIAM PAUL BILLINGS, SR.

By: \_\_\_\_\_  
Print/Type Name: WILLIAM PAUL BILLINGS, JR. (SEAL)

By: \_\_\_\_\_ (SEAL)  
Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name: \_\_\_\_\_

State of NORTH CAROLINA - County or City of WILKES

I, the undersigned Notary Public of the County or City of WILKES and State aforesaid, certify that WILLIAM PAUL BILLINGS, JR. as Administrator of the Estate of WILLIAM PAUL BILLINGS, SR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and in behalf of the ESTATE OF WILLIAM PAUL BILLINGS, SR., and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and filed in the WILKES COUNTY Clerk of Courts Office as Estate File No: 21 E 826, on the 16<sup>th</sup> of April, 2021, and that this instrument was executed under and by virtue of the authority given by said instrument appointing him as Administrator of the Estate of WILLIAM PAUL BILLINGS, SR.; that the said WILLIAM PAUL BILLINGS, JR. acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said ESTATE OF WILLIAM PAUL BILLINGS, SR., Witness my hand and Notarial stamp or seal this 16<sup>th</sup> day of November 2022.

My Commission Expires: 9/22/2024  
(Affix Seal)

**BONNIE S. STONE**  
Notary Public  
Wilkes County, NC

Bonnie S. Stone  
Bonnie S. Stone, Notary Public  
Notary's Printed or Typed Name

State of NORTH CAROLINA - County or City of WILKES

I, the undersigned Notary Public of the County or City of Wilkes and State aforesaid, certify that WILLIAM PAUL BILLINGS, JR. 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 16<sup>th</sup> day of November, 2022.

My Commission Expires: 9/22/2024  
(Affix Seal)

**BONNIE S. STONE**  
Notary Public  
Wilkes County, NC

Bonnie S. Stone  
Bonnie S. Stone, Notary Public  
Notary's Printed or Typed Name

## Exhibit A

## PROPERTY DESCRIPTION

BEING A PORTION OF THAT PROPERTY CONVEYED TO CHARLES W. LONG AND MARIE LONG BY DEED RECORDED IN BOOK 162, PAGE 463 AND MORE SPECIFICALLY SHOWN ON MAP PREPARED BY ANDREWS & HOBSON SUVEYORS, TO WHICH MAP (SAME BEING ATTACHED HERETO), REFERENCE IS MADE FOR THE FOLLOWING DESCRIPTION.

BEGINNING AT AN EXISTING IRON PIN SET IN EDGE OF 20' RIGHT OF WAY, CHARLES W. LONG AND STATE OF NORTH CAROLINA CORNER, RUNNING THENCE WITH THE LINE OF THE STATE OF NORTH CAROLINA (DB. 237, PG. 1484) S. 04-17-47 W. 123.67 FEET TO A POINT IN EDGE OF RIGHT OF WAY; THENCE CONTINUING WITH STATE PROPERTY LINE S. 04-17-47 W. 261.71 FEET TO A POST; THENCE S. 06-38-48 W. 90.11 FEET TO A POINT; THENCE S. 06-38-48 W. 152.49 FEET TO AN EXISTING IRON PIN NEAR 30" MARKED POPLAR; THENCE IN A NORTHERLY DIRECTION WITH STATE PROPERTY LINE (DB 201, PG. 250) N. 64-05-12 W. 316.30 FEET TO EXISTING IRON PIN IN WILLIAM PAUL BILLINGS EXISTING CORNER; THENCE WILL BILLINGS LINE N. 22-40-21 E. 252.89 FEET TO AN EXISTING REBAR; THENCE S. 60-16-43 E. 33.27 FEET TO REBAR AT 24" CHESTNUT OAK; THENCE S. 62-30-59 E. 10.92 FEET TO POINT IN CENTER OF 20 FOOT RIGHT OF WAY; THENCE WITH THE CENTER OF SAID RIGHT OF WAY AS FOLLOWS: N. 19-35-25 E. 37.73 FEET; N. 49-47-38 E. 50.38 FEET; N. 57-36-16 E. 36.27 FEET; N. 69-48-02 E. 42.61 FEET; N. 66-41-00 E. 41.32 FEET; N. 47-31-24 E. 34.79 FEET; THENCE N. 04-17-47 E. 134.31 FEET TO POINT IN CENTER OF SAID RIGHT OF WAY. THENCE S. 85-42-13 E. 10.00 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 2.201 ACRES.

**Sample ONLY****REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT**

Following an auction conducted by \_\_\_\_\_ (“Firm”), Buyer has become the high bidder of the Property described below. For valuable consideration, Buyer offers to purchase and Seller agrees to sell and convey the Property on the terms and conditions of this Real Property Auction Purchase and Sale Contract (the “Contract”).

**1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.**(a) “Seller”: William Paul Billings, Jr.

(b) “Buyer”: \_\_\_\_\_

(c) “Property”: Street Address: 905 Lyons RdCity: Roaring Gap Zip: 28668 County: Alleghany, NC

Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_

Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_ PIN/PID: 4906968307/4906966587Other description: 2 tax parcels to total +/- 4.8 acresSome or all of the Property may be described in Deed Book 433/433 at Page 589/586

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

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

Mineral rights ☒ are ☐ are not included.Timber rights ☒ are ☐ are not included.The Property ☒ will ☐ will not include a manufactured (mobile) home(s).The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

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

(d) “Purchase Price”: \$ \_\_\_\_\_ paid in U.S. Dollars upon the following terms:

\$ 10,000.00

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

\$ \_\_\_\_\_

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

(i) Buyer must deliver the Earnest Money Deposit to Vanderbloemen, Fleischer & White/ TBD (“Escrow Agent”) either ☐ on the Effective Date or ☒ within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escrow Agent and applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided by this Contract. If the parties agree that Buyer will pay by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

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

(e) “Closing Date” (See paragraph 8 for details): 12/27/24

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





# Sample only

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

**2. FIXTURES:**

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens:

---

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: \_\_\_\_\_

---

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

**"As is"**

---

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

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

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

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

**8. CLOSING:** The closing shall take place on 12/27/2024 (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 As Buyer Requests. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

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

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

11. **SELLER OBLIGATIONS:**

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

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

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

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

13. **OTHER PROVISIONS AND DISCLOSURES:**

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

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

OR

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

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

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

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

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

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

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

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

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

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☒ **Buyer Premium Addendum (Form 610)**

☒ **Additional Provisions (Form 2 A 11T)**

☐

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

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

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

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

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

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

(f) **Other:**

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

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

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

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

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

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

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

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

20. **REMEDIES:**

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

**BUYER:**

\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_

Entity Buyer

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_(SEAL)

Date: \_\_\_\_\_

Entity Seller:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Sample only**

**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 only**

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

NCAL Firm License #: \_\_\_\_\_

**LISTING AGENT INFORMATION:**

**Sharon**

**229274**

Individual Listing Agent: Matthew Gallimore **Roseman** Real Estate License #: 311692

☐ Acting as a Designated Dual Agent (check only if applicable)

**8283204726**

**8286357363**

**SharonCRoseman@gmail.com**

Individual Listing Agent Phone #: (540) 239-2585 Fax #: (540) 745-4401 Email: gallimore.matt@gmail.com

/United Country Real Estate Big6 Properties

Firm Name: United Country Blue Ridge Land & Auction

Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

**PO Box 234 Floyd VA 24091/Po Box 99 Taylorsville NC 28681**

Firm Mailing Address: \_\_\_\_\_

NCAL Firm License #: ~~C35716~~ 10299/10471

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: Sharon Roseman/ Matthew Gallimore NCAL License #: 10467/10250

## BUYER'S PREMIUM AGREEMENT AUCTION SALES

THIS AGREEMENT, between United Country Real Estate Big6Properties/  
United Country Real Estate Blue Ridge Land & Auction, Firm, and \_\_\_\_\_, Bidder, entered into this 12 day of November, 20 24, 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:  
905 Lyons Rd, Roaring Gap, NC 28668  
("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: \_\_\_\_\_





# NORTH CAROLINA REAL ESTATE COMMISSION

## Residential Property And Owners' Association Disclosure Statement

### Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 905 Lyons Rd, Roaring Gap, NC  
 Owner's Name(s): William Paul Billy Jr

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 WPA

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

	Yes	No	NR																																																																											
A1. Is the property currently owner-occupied? Date owner acquired the property: _____ If not owner-occupied, how long has it been since the owner occupied the property? _____	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																											
A2. In what year was the dwelling constructed? _____			<input checked="" type="radio"/>																																																																											
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																											
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input type="radio"/> Brick Veneer <input type="radio"/> Vinyl <input type="radio"/> Stone <input type="radio"/> Fiber Cement <input type="radio"/> Synthetic Stucco <input type="radio"/> Composition/Hardboard <input type="radio"/> Concrete <input type="radio"/> Aluminum <input type="radio"/> Wood <input type="radio"/> Asbestos <input type="radio"/> Other: _____			<input checked="" type="radio"/>																																																																											
A5. In what year was the dwelling's roof covering installed? _____			<input checked="" type="radio"/>																																																																											
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																											
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																											
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>																																																																											
A9. Is there a problem, malfunction, or defect with the dwelling's: <table border="0" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> <th></th> <th>NA</th> <th>Yes</th> <th>No</th> <th>NR</th> </tr> </thead> <tbody> <tr> <td>Foundation</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Windows</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Attached Garage</td> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> </tr> <tr> <td>Slab</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Doors</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Fireplace/Chimney</td> <td><input checked="" type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> </tr> <tr> <td>Patio</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Ceilings</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Interior/Exterior Walls</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> </tr> <tr> <td>Floors</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Deck</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input checked="" type="radio"/></td> <td>Other: _____</td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> <td><input type="radio"/></td> </tr> </tbody> </table>					NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR	Foundation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Windows	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Attached Garage	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Slab	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Doors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Fireplace/Chimney	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Patio	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Ceilings	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Interior/Exterior Walls	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Floors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Deck	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Other: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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*Explanations for questions in Section A (identify the specific question for each explanation):*

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## SECTION B. HVAC/ELECTRICAL

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

Buyer Initials \_\_\_\_\_

Owner Initials \_\_\_\_\_

UPB



Yes No NR

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

☐ Central Forced Air: \_\_\_\_\_ Year: \_\_\_\_\_ ☐ Wall/Windows Unit(s): \_\_\_\_\_ Year: \_\_\_\_\_  
☐ Other: \_\_\_\_\_ Year: \_\_\_\_\_

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

☐ Electricity ☐ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: \_\_\_\_\_

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

### SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

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

☐ City/County ☐ Shared well ☐ Community System ☐ Private well ☐ Other: \_\_\_\_\_

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

☐ Quality ☐ Pressure ☐ Quantity

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

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

☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☐ Other: \_\_\_\_\_

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

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

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

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

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

Date the septic system was last pumped: \_\_\_\_\_

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

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

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

Buyer Initials \_\_\_\_\_

Owner Initials UPB

### SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? \_\_\_\_\_

Date of last maintenance service: \_\_\_\_\_

Yes No NR

☐ ☐ ☒

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

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

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

### SECTION E. LAND/ZONING

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

Yes No NR

☐ ☐ ☒

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☐ ☒

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)

☐ ☐ ☒

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?

☐ ☐ ☒

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☐ ☒

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? ☐ NA

☐ ☐ ☒

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

### SECTION F. ENVIRONMENTAL/FLOODING

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?

Yes No NR

☐ ☐ ☒

Buyer Initials \_\_\_\_\_

Owner Initials \_\_\_\_\_



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

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

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

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### SECTION G. MISCELLANEOUS

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

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

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Buyer Initials \_\_\_\_\_

Owner Initials \_\_\_\_\_

*25PBJ*

## 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):**

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**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: \_\_\_\_\_

Date \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Date \_\_\_\_\_

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

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_



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

## Instructions to Property Owners

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

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

## Note to Purchasers

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

Property Address: 905 Lyons Rd, Roaring Gap, NC

Owner's Name(s): William Paul Bly Jr.

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: William Paul Bly Jr. Date 9-24, 2024

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_