



**The McLemore
Group**

TERMS OF AUCTION

AUCTION FOR – Robert & Lucia Neely

AUCTION LOCATION - Online only at www.UnitedCountryCharlotte.com/Auctions

AUCTION END DATE - Saturday, August 17th, 2024 at 5:00 PM (EST)

AUCTIONEER — Kayla Carder (Broker/Auctioneer) of United Country — The McLemore Group located at 107-B North Trade St. in Matthews NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering – 3.61 Acre Residential Lot

Burke County Parcel # 52582; NC PIN # 2742-33-1918

Deed Book: 2281 Page: 689

3618 Appian Way Valdese, NC 28690

General Terms and Conditions

8% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract & Place an Earnest Money Deposit on August 17th. Buyer will close on or before Tuesday September 17th, 2024. This is a Reserve Auction, Property is Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$5,000.

BIDDER REGISTRATION - Register for online only auction at www.UnitedCountryCharlotte.com. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COLLUSION — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

COPYRIGHT FOR AUCTION — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

AUCTION METHOD - Auction will be "**Sold Subject to Seller Confirmation**" and conducted with internet bids until bids are complete on **Saturday August 17th, 2024 ending at 5:00 PM EST**. Final high bid plus **8% Buyer's Premium** will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus **8% Buyer Premium**. Purchaser will be required to make a **\$5,000 Earnest Money Deposit** and close on or before **Tuesday September 17th, 2024**.

SALE CONTRACT — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

EARNEST MONEY DEPOSIT — Purchaser will be required to make a **\$5,000 Earnest Money Deposit on August 17th, 2024**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

RELEASE FOR USE — Bidders, Buyers, and other persons present at the Auction (collectively "Attendees") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time,

or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

DISPUTE RESOLUTION — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Mecklenburg in the State of North Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction

AERIAL IMAGE

ONLINE ONLY AUCTION, ENDING AUG 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



**The McLeMORE
Group**



AREA MAP

ONLINE ONLY AUCTION, ENDING AUG 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



The McMamore
Group



LOCATION MAP

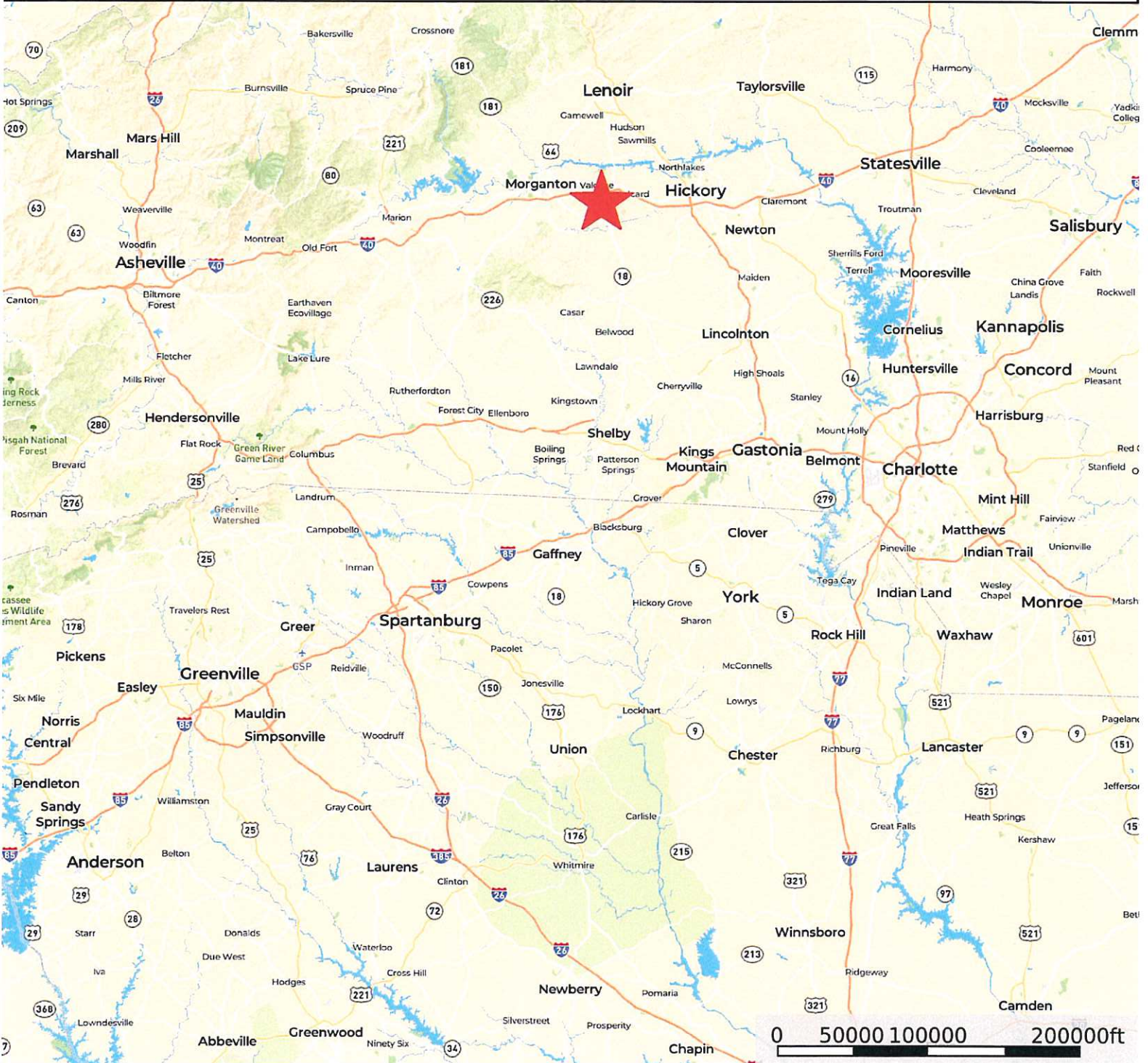
ONLINE ONLY AUCTION, ENDING AUG 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



**The McLemore
Group**



3D IMAGE

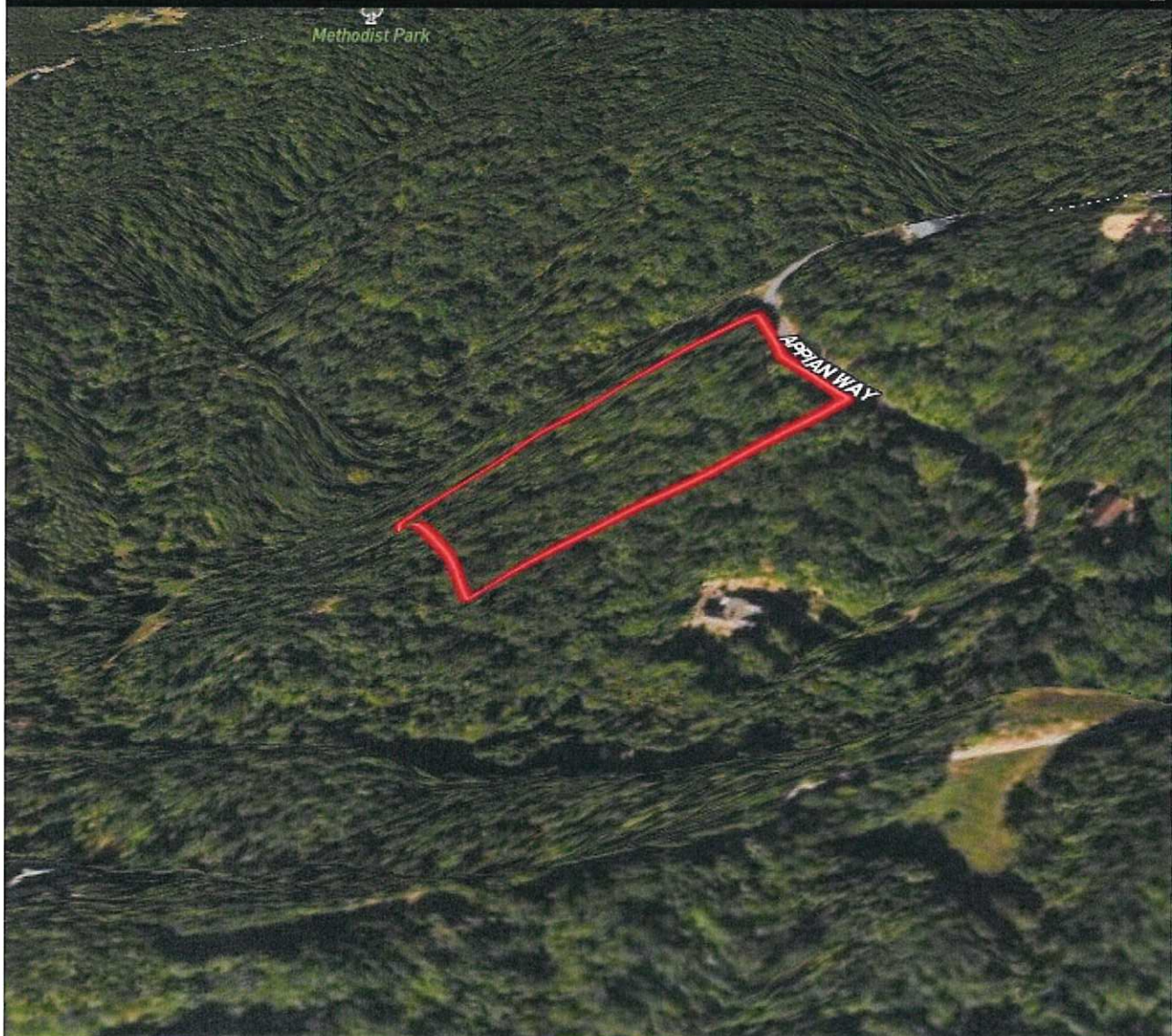
ONLINE ONLY AUCTION, ENDING AUG 17, 2024

@ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



**The McLeMore
Group**





Property Summary

Tax Year: 2023

REID	52582	PIN	2742-33-1918	Property Owner	NEELY, ROBERT ESLEY;NEELY, LUCIA ORTIZ
Location Address	3618 APPIAN WAY	Property Description		Owner's Mailing Address	

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	3/7/2017	Total Appraised Land Value	\$55,832
Old Map #	97	Deed Book	002281	Total Appraised Building Value	
Market Area	3073	Deed Page	00689	Total Appraised Misc Improvements Value	
Township	LOVELADY	Revenue Stamps		Total Cost Value	\$55,832
Planning Jurisdiction	BURKE	Package Sale Date		Total Appraised Value - Valued By Cost	\$55,832
City		Package Sale Price		Other Exemptions	
Fire District	LOVELADY FD	Land Sale Date	10/10/2007	Exemption Desc	
Spec District		Land Sale Price	\$44,000	Use Value Deferred	
Land Class	VACANT	Improvement Summary		Historic Value Deferred	
History REID 1		Total Buildings	0	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$55,832
Acreage	3.61	Total Living Area	0		
Permit Date		Total Gross Leasable Area	0		
Permit #					
Photograph					

No Photo Found

Building Summary

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
No Data										
Total Misc Improvements Value Assessed:										

Land Summary

Land Class: VACANT		Deeded Acres: 3.61		Calculated Acres: 3.61			
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
R-MU		PRIME_SITE	0.50 BY THE ACRE PRICE	\$70,000		VIEW-125.00	\$43,750
R-MU		BALANCE	3.11 BY THE ACRE PRICE	\$3,500	1.11		\$12,082
Total Land Value Assessed: \$55,832							

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	NEELY, ROBERT ESLEY/ NEELY, LUCIA ORTIZ	DEED	100	0		002281	00689	3/7/2017
1 Back	NEELY, ROBERT E/ NEELY, LUCIA O	DEED	100	44000	\$44,000	001709	00229	10/10/2007
2 Back	HAWN, THOMAS P/ HAWN, KATHRYN	DEED	100	0		000943	02206	3/20/2000
3 Back	DALE, MICHAEL LEE/ DALE, HELEN FAYE	DEED	100	0		000941	01673	2/8/2000
4 Back	HAWN, THOMAS P/ HAWN, KATHRYN	DEED	100	0		000924	02132	5/10/1999

Notes Summary

Building Card	Date	Line	Notes
No Data			

Tax Bill - 2023

**BURKE COUNTY TAX
COLLECTOR
PO BOX 219
MORGANTON, NC 28680**



NEELY, ROBERT ESLEY
NEELY, LUCIA ORTIZ

ESCROW MORTGAGE ACCOUNT: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay this notice, forward to the appropriate mortgage holder.
DUE DATE: Property taxes are due and payable September 1 and delinquent if not paid by January 5.
PARTIAL PAYMENTS: For your convenience, partial payments will be accepted. Account must be paid in full by January 5.
FAILURE TO PAY: Delinquent taxes are subject to garnishment of wages, attachment of bank accounts, state income tax refunds, or rents received levy on personal property and foreclosure proceedings AFTER January 5.
INTEREST accrues at the rate of 2% for January and 3/4% for each following month.
ADVERTISING COST on each parcel will be added in March.
PROPERTY SOLD: If you have sold the real property assessed to you, please forward this tax notice to the new owner.
APPEALS: Appeals relating to the value, situs, or taxability of personal property must be received within 30 days of the billing date.
APPLICATION FOR THE YEAR AGE EXCLUSION must be received between January 1 and June 1.

BILLNUMBER	ABSTRACT NUMBER	BILLING DATE	DUE DATE	INTEREST BEGINS
0000052582	0000052582-2023-2023-0000-00	7/1/2023	9/1/2023	1/6/2024
PERSONAL PROPERTY - VALUE & DESCRIPTIONS		PIN/PPID: 52582 REID:		
		LOCATION: 3618 APPIAN WAY VALDESE NC 28690		
		ACREAGE:		
		REAL ESTATE VALUE: 55832		
		DEFERRED VALUE: 0		
		NET REAL PROPERTY VALUE:		
		PERSONAL PROPERTY VALUE: 0		
		EXEMPTION VALUE: 0		
		TOTAL VALUE 55832		
RETURN CHECK FEE: A penalty of 10% of the amount of check(s) returned by the bank because of insufficient funds or non existence of an account (Min. \$25.00-Max. \$1,000) as provided by NCGS 105-357 (b)(2). Tax receipts are null and void if payment is made with a check that fails to				
		Taxing District		Balance Due
		BURKE COUNTY		\$312.66
		LOVELADY FD		\$58.62

Search, View and Pay your Taxes Online at:
www.burkenctax.com

You can pay via telephone by calling 866-225-9634
When paying by telephone you must have your Tax Bill information available for reference. A convenience fee of 2.5% + \$.30 cents applies for all credit card payments.

TOTAL DUE:

\$0.00

See overview page for current amount due including discounts

\$371.28
PAID ✓

**FOR QUESTIONS REGARDING COLLECTIONS, LISTINGS OR APPRAISAL DIAL (828) 764-9430
OFFICE HOURS: 8:00 AM- 5:00 PM, MONDAY-FRIDAY- WHEN CALLING PLEASE HAVE YOUR BILL NUMBER AVAILABLE!**

OFFICE ADDRESS: 110 NORTH GREEN STREET COUNTY SERVICES BUILDING MORGANTON, NC 28655

Due to a payment procedure implemented by Burke County, your payment should be mailed to the Charlotte address. This implementation will better serve you and be more cost effective.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

BILLNUMBER	ABSTRACT NUMBER	TOTAL AMOUNT DUE
0000052582	0000052582-2023-2023-0000-00	ORIGINAL LEVY
BILLING DATE	DUE DATE	INTEREST BEGINS
7/1/2023	9/1/2023	1/6/2024
		\$371.28

See overview page for current amount due including discounts

PIN/PPID:

REID:

LOCATION: 3618 APPIAN WAY VALDESE NC 28690

NEELY, ROBERT ESLEY
NEELY, LUCIA ORTIZ

MAKE CHECK PAYABLE & REMIT TO:

(Include the Bill # on your check)

BURKE COUNTY TAX COLLECTOR
PO BOX 63072
CHARLOTTE, NC 28263-3072

Septic Permit - EXPIRED

BURKE COUNTY HEALTH DEPARTMENT

IMPROVEMENT PERMIT AND AUTHORIZATION FOR O.S.W.W. SYSTEM

14696

Owner/Agent Bob Neely Phone _____ Map # 97 14 3 158 Township valdese
 Owner/Agent _____ City _____ State _____ Zip _____
 Current Address _____
 Property/Lot 3618 Appian Way City Valdese State NC Zip 28690
 911 Address _____
 Location exit 112 TR. Take sharp Rt. up Min. Seg. Mtn. Ave.
TL on Appian Way Lot on R.
 Subdivision N/A Lot # _____ Total Acreage 3.61 Water Supply valdese

SEWAGE SYSTEM DESIGN

☒ House ☐ Mobile Home ☐ Other _____ # Bedrooms 3 # Baths 2 # People 6 max.

Basement: ☒ Yes ☐ No Basement Plumbing: ☒ Yes ☐ No Special Fixtures N/A

Design Daily Flow 360 L.T.A.R. .4 Total Sq. Ft. Drainfield 900 Repair L.T.A.R. .4

Tank Size 1000 Pump Tank Size N/A Riser(s) Required: ☒ Yes ☐ No

Trenches 3 Length of Trenches 120' Max. Depth Trench Bottom 30" *

Type of System III F Health Department Insp. Freq. N/A Management Entity: ☒ Owner ☐ Cert. Operator

Unless otherwise specified, trenches are to be 24" wide, 6' apart on centers. 10" lrg. diameter

- Trenches on contour
- Don't cut, fill, park, pave, drive or build in system or repair.
- Divert gutter + foundation drains away.
- Stay 10' off P/L + waterline
- Stay 10' downhill from basement foundation.

- Any questions or changes call EHS.

Attachments included: ☒ Yes ☐ No See attached layout

The sewage system must be installed as shown on this permit and be in compliance with all State sewage regulations. You have 30 days from the date on this permit to appeal the permit. Any changes in this design must have prior Health Department approval. This permit expires 5 years (60 months) from the date of issuance. The Environmental Health Office number is (828) 438-5430.

Date of Issuance 8-13-08

Signed Justin Bromberg EHS

WHITE COPY - HEALTH DEPARTMENT

YELLOW COPY - SEPTIC TANK CONTRACTOR

PINK COPY - BUILDING INSPECTION



CCR'S

Book 933 Page 1717

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
MINERAL SPRINGS MOUNTAIN SOUTH ESTATES SUBDIVISION

FILED
ELIZABETH T. COOPER
P 3:31
SEP 15
BURKE COUNTY

THIS DECLARATION is dated this 15th day of September, 1999, by THOMAS P. HAWN and wife, KATHRYN HAWN, (the "Developers").

RECITALS:

WHEREAS, the Developers own a parcel of land as described in that deed recorded in Book 924, page 2132, Burke County Registry (the "Property"), and they have resubdivided the property as more particularly shown on that plat recorded in Plat Book 14, page 11, Burke County Registry ("Mineral Springs Mountain South Estates Subdivision"); and

WHEREAS, the Developers desire to subject Mineral Springs Mountain South Estates Subdivision and the lots located therein (the "Lots") to the covenants, conditions and restrictions ("Restrictions") set forth below which are for the purpose of protecting the value and desirability of Mineral Springs Mountain South Estates Subdivision and the Lots; and

WHEREAS, the Lots are also subject to those restrictions which are more particularly set forth in that deed recorded in Book 924, page 2132, Burke County Registry;

NOW, THEREFORE, the Developers declare that Mineral Springs Mountain South Estates Subdivision shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below:

RESTRICTIONS:

1. RESIDENTIAL USE. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single-family residence purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and a private garage for not more than three (3) cars and other customary accessory outbuildings. Accessory outbuildings shall be constructed with similar materials and in similar appearance as the residence. No aluminum or metal earports or aluminum or metal accessory outbuildings shall be allowed.

2. RESIDENCE CONSTRUCTION. All residences shall be "site-built" construction. No mobile homes, manufactured homes, modular homes or shell homes may be erected or permitted to remain on any Lot. Nothing shall prohibit the construction of a "log cabin" type home, however. All concrete block structures and foundation walls must be stuccoed or faced with natural stone or brick.

3. FENCING. With the exception of well kept natural plants or shrubbery and split rail fences, no fences of any kind shall be allowed to be placed or remain between any house and the road(s) abutting the Lot on which the house is located.

4. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that horses, dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No horse or horses or pet or pets shall be allowed to run at large beyond the limits of the Lot on which the owner resides. No horse or horses or pet or pets shall be allowed to remain on any Lot when tied or penned or otherwise fastened, if they shall continually bay, howl, bark or otherwise make noises which interfere with the peaceful use and enjoyment of the surrounding Lots.

5. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. **NUISANCES.** No obnoxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners or occupants of Lots of the property described herein. No Lot shall be used in whole or in part for the storage of any property thing that will cause such Lot to appear in an unclean and untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept on any Lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort and serenity of the occupants of surroundings Lots.

7. **MAINTENANCE.** Each Lot and the structures(s) thereon shall be kept in good order and repair and free of debris; lawns shall be mowed, shrubbery trimmed, painted exterior surfaces painted and the structure(s) shall otherwise be maintained in a manner and with such frequency as is consistent with good property management.

8. **SPORTING EQUIPMENT AND VEHICLES.** No type of travel trailer, boat or other sporting equipment shall be parked, placed or permitted to remain on any street or street right of way, no type of travel trailer, boat or other sporting equipment shall be located on any Lot unless contained in a garage or accessory outbuilding or otherwise completely screened from the view of others. Nor shall any school bus or other commercial vehicles, construction equipment or other large items of personal property be permitted to remain on any street or street-right of way or on any Lot unless such equipment is similarly enclosed or screened. No wrecked or junked vehicle or vehicles without current license plates and registration shall be placed or permitted to remain on any Lot or on any street or street right of way.

9. **DURATION OF RESTRICTIONS.** These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years. The covenants may be changed in whole or in part by the recording of an instrument signed by a majority of the then owners of the Lots, with the owner(s) of each Lot having one (1) vote, agreeing to said change or changes.

10. SEVERABILITY. Invalidation of any of these Restrictions by judgment or court order shall in no way affect any of the other Restrictions which shall remain in full force and effect.

11. BINDING EFFECT. Each conveyance of a Lot, or any interest in the Lot, by the Developers shall be deemed to subject the Lot to these Restrictions whether or not the deed conveying the Lot shall so state.

IN WITNESS WHEREOF, the Developers have executed these Restrictions as of the day and year first above written.

Thomas P. Hawn (SEAL)
THOMAS P. HAWN

Kathryn Hawn (SEAL)
KATHRYN HAWN

STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, Stephanie E. Bradshaw, do hereby certify that THOMAS P. HAWN and wife, KATHRYN HAWN, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS MY HAND AND NOTARIAL SEAL, this the 15th day of September, 1999.

Stephanie E. Bradshaw (SEAL)
NOTARY PUBLIC
My Commission expires: 4-5-01

STATE OF NORTH CAROLINA
COUNTY OF BURKE

The foregoing certificate of Stephanie E. Bradshaw, a Notary Public of Burke County, State of North Carolina, is certified to be correct. This instrument was presented for registration this 15 day of September, 1999, at 3:31 P. M., and duly recorded in the office of the Register of Deeds of Burke County, North Carolina, in Book 933, page 1717.

THIS, the 15 day of September, 1999.

Elizabeth J. Cooper BY: Daniel D. Swink
REGISTER OF DEEDS Deputy ASSISTANT, REGISTER OF DEEDS

Restrictions on Deed

EXHIBIT "A"

Property Description for THOMAS P. HAWN and wife, KATHRYN HAWN

BEING ALL of Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 of Mineral Springs Mountain South Estates as shown on a plat by Donald G. Bolick, dated July 2, 1998, which is recorded in Plat Book 12, page 290, Burke County Registry.

BACK REFERENCE: Book 896, page 1191, Burke County Registry.

TOGETHER WITH all of the Grantor's right, title and interest in those subdivision roads as shown on that plat of survey recorded in Plat Book 12, page 290, Burke County Registry.

This property is sold subject to the following restrictions which shall be appurtenant to the parcel owned by the Grantor which is contiguous to the above-described lots:

1. No poultry, including chickens, turkeys and gamecocks, and no hogs or dogs shall be raised, bred or kept on any lot, except that dogs may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
2. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
3. No wrecked or junked motor vehicles or vehicles without current license plates and registration shall be placed upon or permitted to remain upon any lot.
4. No manufactured homes, including single-wide mobile homes, double-wide mobile homes and trailers, shall be erected, placed or permitted to remain on any lot.
5. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to adjoining property owners.

Road Maintenance Agmt

Book 933 Page 1720

NORTH CAROLINA FILED
ELIZABETH T. COOPER
ROAD MAINTENANCE DECLARATION
BURKE COUNTY 1999 SEP 15 P 3:32

THIS DECLARATION, made and entered into this the 15th day of September, 1999, by and between THOMAS P. HAWN and wife, KATHRYN HAWN, hereinafter collectively called "Declarants."

WITNESSETH:

WHEREAS, Declarants own fee simple title to real property known as Mineral Springs Mountain South Estates Subdivision described in Article I below; and

WHEREAS, the said property will have access to Mineral Springs Mountain Avenue (SR 1853) via the private road shown on the plat hereinafter referred to, said private road being known as "Appian Way"; and

WHEREAS, Declarants, by this Declaration, wish to bind themselves, their successors and assigns to provide all owners of any portion of said property owned by Declarants described below perpetual ingress, egress and regress to said State Road; and

WHEREAS, Declarants desire to set forth their responsibilities concerning construction of the private road known as Appian Way; and

WHEREAS, Declarants, by this Declaration and these restrictions, wish to bind themselves, their successors and assigns to provide for maintenance of said private road until such time as a governmental authority shall agree to accept and maintain the road.

NOW, THEREFORE, Declarants agree, for themselves and any and all persons or entities hereafter acquiring any of the property described in Article I below, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and occupancy thereof, which restrictions, conditions and covenants shall run with said property and inure to the benefit of and be binding upon the heirs, successors and assigns of Declarants and other acquiring parties and persons.

ARTICLE I.

The real property (the "property") which is, and shall be held, transferred, sold and conveyed subject to this Declaration is located in Burke County, North Carolina and more particularly described as follows:

BEING all of that property shown on a plat entitled "Mineral Springs Mountain South Estates Subdivision" which appears of record in the office of the Register of Deeds of Burke County in Plat Book 14 at page 11, said property being that

property conveyed to Declarants by that deed recorded in Book 924, page 2132, Burke County Registry.

ARTICLE II.

Declarants hereby grant unto themselves and the future owners of lots within the property a non-exclusive easement for perpetual ingress, egress and regress along the private road within the property.

ARTICLE III.

Declarants shall, prior to December 31, 1999, complete construction of a gravel road approximately 16 feet in width located within and running the full length of the right of way of Appian Way as shown in the plat of Mineral Springs Mountain South Estates Subdivision recorded in Plat Book 14 at page 11, Burke County Registry. Declarants shall pave this road with asphalt prior to December 31, 2000. Except as provided in this Article, all maintenance of the private road shall be the responsibility of the lot owners as provided in Article IV.

ARTICLE IV.

The private road shall be maintained as passable in all weather conditions. Any record owner of any lot within the property served by the private road shall have the right to enforce maintenance standards by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance, the cost thereof, and the time and place of meeting, said meeting to take place not less than thirty (30) days following the mailing of such notice to all record owners at their last known addresses as disclosed by the Burke County tax listing.

At the record owner's meeting, each record owner shall have one vote for each lot owned. In no event shall any lot or any subdivision thereof have more than one vote, regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy at a record owner's meeting, shall be required for the approval of all maintenance. At such meeting, the record owners by a majority of the votes cast in person or by signed proxy shall select an agent to contract for the approved maintenance work. Each record owner shall bear, on a pro rata basis, the cost of maintaining the private road within the property, including but not limited to patching, paving, grading, adding gravel or rock to fill ruts, holes and washed out sections and doing any other needed maintenance. "Maintenance," as that term is used in this Declaration, shall not include improvements to the road beyond its condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading. Each record owner's pro rata share shall be due and owing to the elected agent within ten (10) days from the date the owner is notified as to the owner's share of the cost of the maintenance. In the event an owner

fails to pay the owner's share within 10 days, the defaulting owner's cost may be reduced to a judgment and shall become a lien on the land of the defaulting owner.

Notwithstanding any vote at the record owner's meeting, nothing in this agreement shall be construed as denying any record owner the right to ensure that the private roads within the property are maintained. Any record owner with a lot within the property may require that any dispute concerning the maintenance requirements set forth herein be submitted to binding arbitration under the Rules of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section I-567.1 et seq., as it may be from time to time be amended) by notice mailed to all record owners at their last known addresses as is shown on the Burke County Tax Listings by registered or certified mail, return receipt requested, by 5:00 p.m. on the fifth working day following the record owner's meeting. Unless such arbitration notice is sent, the vote of the majority of the record owners shall be conclusive as to the maintenance mandated by this agreement. In the event of arbitration, the costs of such arbitration shall be borne by all record owners, pro rata, if maintenance is ordered, or, if not, entirely by the party (or parties) seeking arbitration.

ARTICLE V.

The private road within the property may be dedicated to the public by a majority vote of the record owners of lots within the property served by the private road at a meeting called and a vote taken as set out in Article IV above, except the notice must state that the meeting is called to vote on dedicating the road to the public. In that event, the record owners and their successors in title and interest to any portion of the property served by the private road within the property will remain responsible for road maintenance as herein provided until such time as said road is maintained by a governmental body. Nothing in this Article shall be construed as requiring record owners to bear the cost of anything other than maintenance, as that term is defined in Article IV.

ARTICLE VI.

This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors and assigns of each record owner of a lot within the property.

ARTICLE VII.

This agreement shall remain in full force and effect as to the aforementioned road until such time as said road or any portion thereof is maintained by a governmental body and any portion of said road not maintained by a governmental body shall remain subject to this agreement and be maintained by the record owners of those lots in the property served by that portion of said road not maintained by a governmental body as the record owners of those lots

in the property served by that portion of said road not maintained by a governmental body shall decide as set out herein.

ARTICLE VIII.

It is further stipulated and agreed that the record owners of lots within the property and their heirs, successors or assigns may enforce this agreement by injunction in addition to all other remedies available in law or equity.

ARTICLE IX.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE X.

For the purpose of these restrictions, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, as the meaning may require.

ARTICLE XI.

This Declaration contains the entire understanding of the parties hereto and shall not be amended without the written agreement of all of the parties hereto.

IN WITNESS WHEREOF, the Declarants of set their hands and seals as of the day and year first above written.

DECLARANTS:

Thomas P. Hawn (seal)
THOMAS P. HAWN

Kathryn Hawn (seal)
KATHRYN HAWN

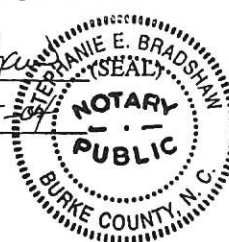
STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, Stephanie E. Bradshaw, do hereby certify that THOMAS P. HAWN and wife, KATHRYN HAWN, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS MY HAND AND NOTARIAL SEAL, this the 15th day of September, 1999.

Stephanie E. Bradshaw
NOTARY PUBLIC

My Commission expires: 4-5-01



STATE OF NORTH CAROLINA
COUNTY OF BURKE

The foregoing certificate of Stephanie E. Bradshaw, a Notary Public of Burke County, State of North Carolina, is certified to be correct. This instrument was presented for registration this 15 day of September, 1999, at 2:32 P.m., and duly recorded in the office of the Register of Deeds of Burke County, North Carolina, in Book 933, page 1720.

THIS, the 15 day of September, 1999.

Elizabeth J. Cooper
REGISTER OF DEEDS

BY:

Daniel D. Swink

Swink

ASSISTANT, REGISTER OF DEEDS



Deed - current
owners

INSTRUMENT # 2017002035

FOR REGISTRATION REGISTER OF DEEDS
Stephanie A. Norman
Burke County, NC

March 07, 2017 01:47:16 PM

Book 2281 Page 689-690

FEE: \$26.00

INSTRUMENT # 2017002035

This certifies that there are no delinquent taxes due to Burke County.
Certification expires Jan 6th of the year following certification date.

Parcel Identification Number: 2742331919

This is not a certification that the Burke County Parcel Identification Number matches the
Deed description.

DANIEL ISENHOUR
TAX COLLECTOR

CLERK

Date/Time:

3-6-17

Excise Tax: None

Recording Time, Book and Page

Tax Lot No. 97-14-3-158 Parcel Identifier No.

Verified by County on the day of, 20
by

Mail after recording to: Grantee's Address

This instrument prepared by: MICAH L. COOPER, ATTORNEY AT LAW, 3600 ARCO CORPORATE DRIVE, STE. 220,
CHARLOTTE, NC 28273

Brief description for index:

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13 day of February 2017, by and between

GRANTOR

ROBERT E. NEELY and wife, LUCIA O NEELY

Residing at:

7320 Yellowhorn Trail

Waxhaw, North Carolina 28173

GRANTEE

ROBERT ESLEY NEELY and LUCIA ORTIZ
NEELY, TRUSTEES, or their successors in trust under
the NEELY LIVING TRUST, dated February 13,
2017, and any amendments thereto.

Residing at:

7320 Yellowhorn Trail

Waxhaw, North Carolina 28173

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 ten dollars (\$10.00) and other 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 BURKE COUNTY, North Carolina and more
particularly described as follows:

BEING all of Lot 8 of Mineral Springs Mountain South Estates Subdivision as shown on a plat thereof recorded in
Plat Book 14, Page 11, Burke County Registry.

Together with and subject to that road maintenance declaration as recorded in Book 933, Page 1720, Burke County
Registry.

The property hereinabove described was acquired by Grantors by instrument recorded in Book 1709 at Page 229.

NO TITLE OPINION RENDERED.

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 the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

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

Easements and Restrictions of record

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Robert Esley Neely (SEAL)

Lucia Ortiz (SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

I, a Notary Public of the County and State aforesaid, certify that ROBERT ESLEY NEELY and LUCIA ORTIZ NEELY, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13 day of February, 2017.

My Commission Expires: 6-28-17

Notary Public

Micah L Cooper
Signature

(SEAL)





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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

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: **3618 Appian Way, Valdese, NC 28690**

Owner's Name(s): **Robert E. Neely, Lucia O. Neely**

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

DocuSigned by:
 Owner Signature: Robert E. Neely Robert E. Neely Date 7/15/2024
 Owner Signature: Lucia O. Neely Lucia O. Neely Date 7/16/2024

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 _____

REC 4.25

1/1/15

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by United Country RE - The McLemore Group ("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": Robert E. Neely, Lucia O. Neely

(b) "Buyer": TBD

(c) "Property": Street Address: 3618 Appian Way
City: Valdese Zip: 28690 County: Burke, NC
Lot/Unit 158, Block/Section 3, Subdivision/Condominium Mineral Springs Mountain South Estates
Plat Book/Slide 14 at Page(s) 11 PIN/PID: 2742-33-1918
Other description: REID #52582
Some or all of the Property may be described in Deed Book 2281 at Page 689
Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

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

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

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

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

(d) "Purchase Price": \$ TBD paid in U.S. Dollars upon the following terms:

\$ _____ 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 The McLemore Group ("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): On or Before 8/17/2024

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.



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: None.

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: None.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: None.

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 or before 8/17/2024 (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 TBD. 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):

Vacant Lot

(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.

OR

☐ 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)

☐ _____
☐ _____
☐ _____

(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): None. _____ 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): None. _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

(f) **Other:** Buyer's Agency Commission - 1.5% of High Bid Paid by Buyer.

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)

TBD

Date: _____

_____(SEAL)

Date: _____

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____(SEAL)

Robert E. Neely

Date: _____

_____(SEAL)

Lucia O. Neely

Date: _____

Entity Seller:

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

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Escrow Agent: The McLemore Group

By: _____

(Signature)

Kayla Carder

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: Kayla Carder Real Estate License #: 306169

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

Individual Listing Agent Phone #: (704)608-1961 Fax #: 704-817-2544 Email: kayla@themclemoregroup.com

Firm Name: United Country Real Estate - The McLemore Group

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

107B N Trade Street P.O. Box 66

Firm Mailing Address: Matthews, NC 28106

NCAL Firm License #: 10345

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Kayla Carder NCAL License #: 10393