

TERMS OF AUCTION

AUCTION FOR – Lawrence Santaniello

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

AUCTION END DATE - Saturday, August 31st, 2024 at 5:00 PM (EST)

<u>AUCTIONEER</u> — 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 – Home on .304 acres in Lenoir, NC

Caldwell County Parcel # 06 81 1 12; NC PIN # 2840638341

Deed Book: 2112 Page: 673

1311 Main Street NW Lenoir, NC 28645

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 31st. Buyer will close on or before Monday September 30th, 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 31st, 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 Monday September 30th, 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 31st, 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 <u>Deed of General Warranty</u>, 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, ENDS AUG 31, 2024 @ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



The McLemore Group





AREA MAP

ONLINE ONLY AUCTION, ENDS AUG 31, 2024 @ 5PM EST

www.UnitedCountryCharlotte.com/Auctions



The McLemore Group





Boundary

LOCATION MAP

ONLINE ONLY AUCTION, ENDS AUG 31, 2024

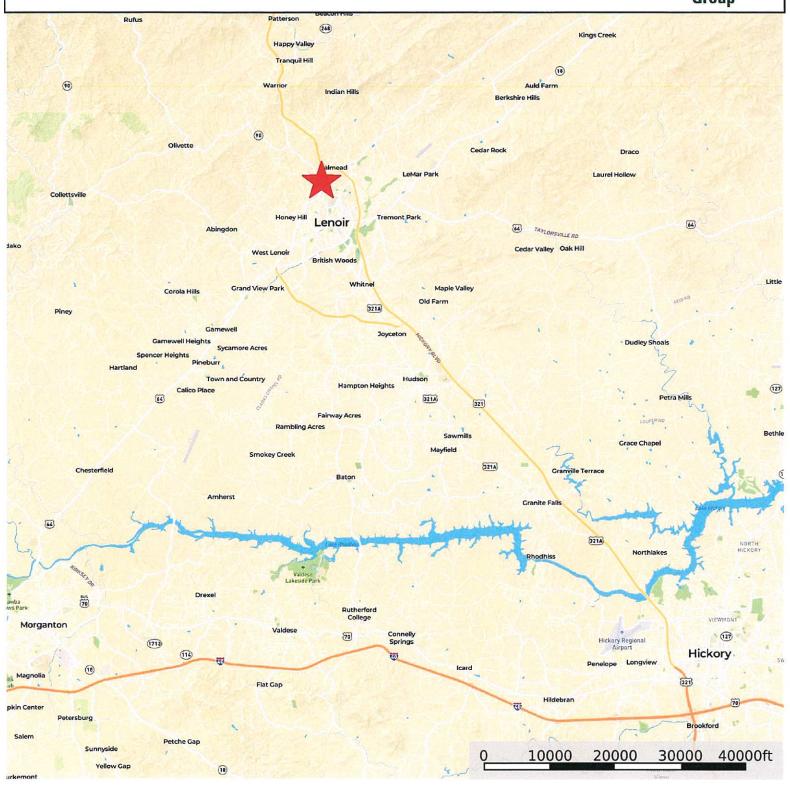
@ 5PM EST

Boundary

www.UnitedCountryCharlotte.com/Auctions



Group



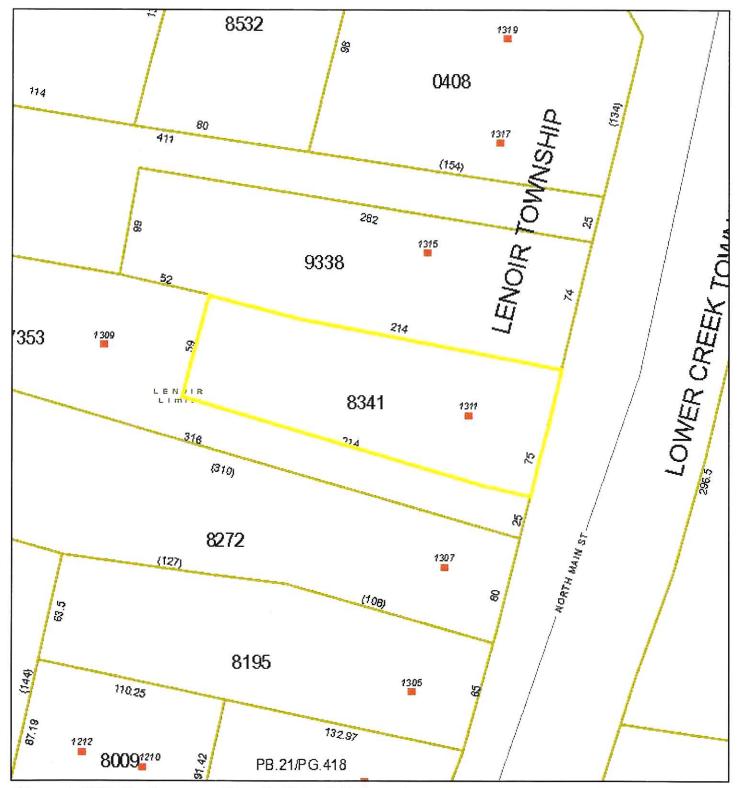
3D IMAGE

ONLINE ONLY AUCTION, ENDS AUG 31, 2024 @ 5PM EST www.UnitedCountryCharlotte.com/Auctions

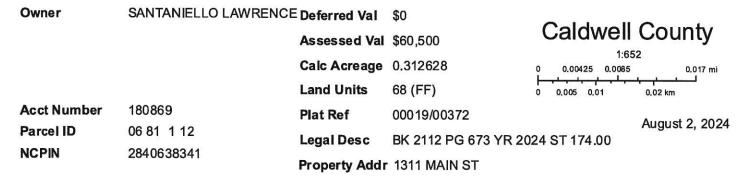


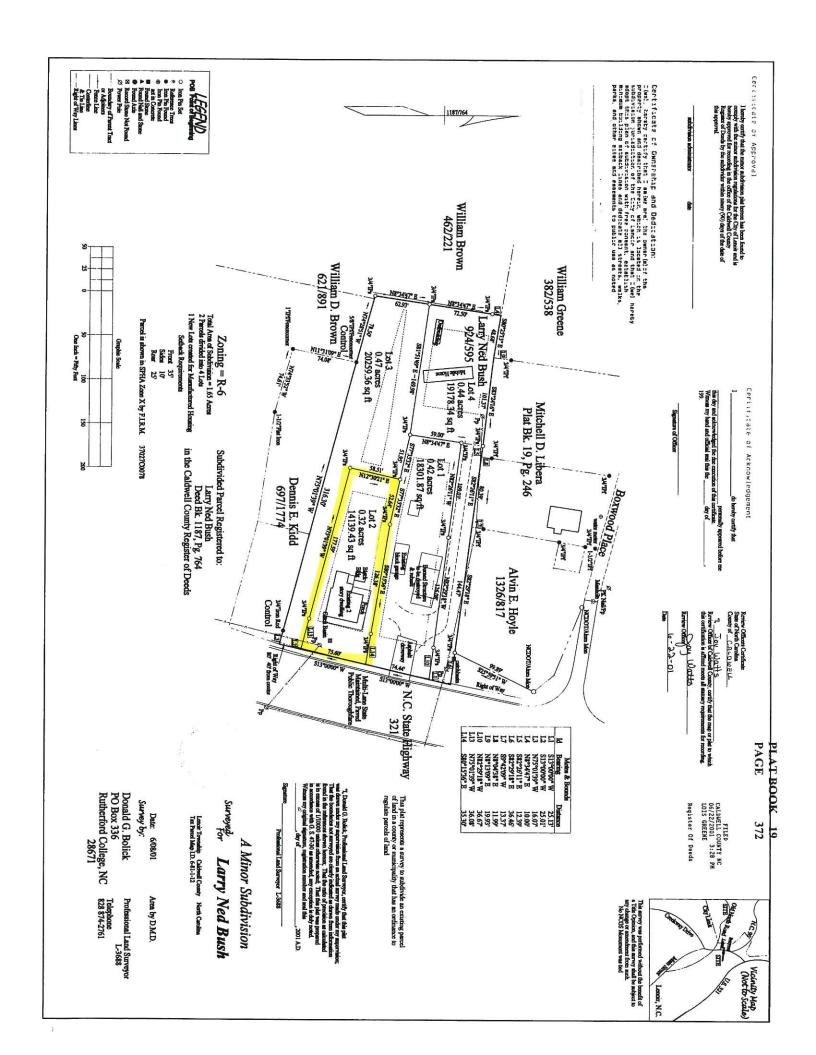
The McLemore Group





This map is NOT of land survey quality and is NOT suitable for such use.





LAND INFORMATION																				
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE		DEPTH / SIZE		COND	AND	NOTE	S	MENTS	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
SFR	0100		68	195	1.1100	2	1.2100	1000	1X1.0	00			120.00	68.000	FF	1.340	160.80	10934	0	
TOTAL MARI	CET LAN	ID DATA																	10,900	

ORIG %

COND

PRICE

SIZE

FACT

BLDG#

ANN DEP

OVR COND

OB/XF DEPR.

VALUE

- 43

CODEQUALITY DESCRIPTION COUNT

% RPL CS TOTAL OB/XF VALUE

SUBAREA

AREA

- Non

2,875

1,566100 114287

11239

39920

165,446

701022

608090

TYPE

FIREPLACE

SUBAREA

TOTALS

FOP

FUS

CALDWELL COUNTY TAX COLLECTOR PO BOX 2200 LENOIR NC 28645

RETURN SERVICE REQUESTED

08/02/2024



CALDWELL COUNTY 2024 TAX BILL

DUE DATE: Property taxes are due and payable September 1, 2024 and delinquent if not paid on or before January 5, 2025.

NOTICE .

PARTIAL PAYMENTS WILL BE ACCEPTED:
PAYMENT AGREEMENT MUST BE ESTABLISHED BY SEPTEMBER 1, 2024. IF
YOU HAVE NOT ESTABLISHED A PAYMENT AGREEMENT BY SEPTEMEBER 1
OR PAID TAXES IN FULL BY JANUARY 5, 2025. COLLECTION OF
DELINQUENT TAXES WILL BE ENFORCED STARTING JANUARY 6, 2025. SEE
BACK FOR DETAILS. THERE WILL BE NO PAYMENT AGREEMENT MADE
AFTER JANUARY 5, 2025. AFTER JANUARY 5, 2025

ENFORCED COLLECTIONS REGIN JANUARY 6, 2025

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for full payment of this bill. If your property tax bill is escrowed (paid by your mortgage lender), you are responsible to notify them and verify this payment has been received by the Tax Department. It is the taxpayer's sole responsibility to ensure that your mortgage lender has submitted payment of your taxes.

DISCOUNTS OFFERED: 2% discount is offered if tax bill is paid by July 31, 2024. 1% discount is offered if tax bill is paid by August 31, 2024.
APPEALS OF PERSONAL PROPERTY: Appeals on personal property that did not

have an assessed value on the January listing form must be filed with the Tax Administrator within **30 days** of the billing date of this bill.

ACCOUNT NUMBER	TAX YEAR	BILL NUMBER	BILL DATE	DUE DATE	INTEREST BEGINS		
174116	2024	4538	6/24/2024	9/1/2024	1/6/2025		
PARCEL NUMBER:	06 81 1 12	R	EAL ESTATE VALUE:		60,500		
DESCRIPTION:	BK 2050 PG 756 YR 2022 ST 178.00	F	ARM DEFERRED VALUE:		o		
PROPERTY ADDRESS:	1311 MAIN ST	P	ERSONAL PROPERTY VAL	.UE:	0		
ACREAGE:		P	SION VALUE:	0			
		T	AXABLE VALUE:		60,500		

PAY BY CREDIT CARD









Visit our website www.caldwellcountynctax.com to pay online or call 1-844-866-6645 (toll free).

A \$0.30 per transaction plus 2.5% convenience fee will be added to your cart. Electronic checks are \$0.50 per transaction.

TAXING DISTRICT	TAX RATE	AMOUNT DUE
COUNTY	0.6300	\$381.15
SOLID WASTE	17.7500	\$17.75
	TOTAL TAX	\$398.90

QUESTIONS: TELEPHONE (828) 757-1314, (828) 757-1316, (828) 757-1317 -- WHEN CALLING, PLEASE HAVE ACCOUNT NUMBER AVAILABLE.
MAIN OFFICE: 905 WEST AVENUE NW, LENOIR, NC 28645 OFFICE HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY.
GRANITE FALLS SATELLITE OFFICE: 4 FALLS AVENUE, GRANITE FALLS, NC 28630 TELEPHONE: (828) 313-1329 OFFICE HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY

PLEASE RETURN THIS PORTION WITH PAYMENT

CALDWELL COUNTY 2024 TAX BILL

IF YOU NEED A RECEIPT, VISIT www.caldwellcountynctax.com

ACCOUNT NUMBER	TAX YEAR	BILL NUMBER
174116	2024	4538
TO CHANGE YOUR MAILING A	DDRESS PLEASE	A - 00 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 -

MAKE CHANGES BELOW

To ensure proper credit, this bill must be provided with payment.

MAKE CHECK PAYABLE AND REMIT TO:

AMOUNT DUE IF PAID IN JULY AMOUNT DUE IF PAID IN AUGUST 395.09 TOTAL DUE SEPT 1 - JAN 5 398.90

Name:			
Address:			
City:	State:	Zip:	

CALDWELL COUNTY TAX COLLECTOR PO BOX 2200 LENOIR NC 28645-2200

"THIS BILL DOES NOT REPRESENT THE ORIGINAL BILL MAILED BY THE COUNTY"

This document presented and filed: 06/27/2024 04:30:53 PM

Fee \$26.00 Excise Tax: \$174.00



Caldwell County North Carolina Wayne L. Rash, Register of Deeds

This certifies that there are no delinquent taxes due Caldwell County and no delinquent municipal taxes that Caldwell County is charged to collect. Certification expires January 6th of the year following certification date.

Parcel Identification Number: 06-9-1-12
This is not a certification that the Caldwell County Parcel Identification Number matches the Deed Description.

JOSH ANGLE

DATE: 067124.

TAX COLLECTOR

CLERK Deid

Excise Tax \$174.00	Recording Time, Book and Page
Tax Lot No. 06 81 112	
Parcel Identifier No.	
Verified by County on the day of	
oy	
Mail after recording to Grantee	
This instrument was prepared by Dewey L Keller	
Brief Description for the index	
NORTH CAROLINA GEN	ERAL WARRANTY DEED
In Lieu of F	oreclosure
THIS DEED made June 18, 2024 by and between	
GRANTOR	GRANTEE
	Lawrence Santaniello
Neil Blakeman and wife, Lacey Blakeman	
1311 Main St NW	
Lenoir, NC 28645	
	1

N. C. Bar Assoc. Form No. 3 @ 1977

Printed by Agreement with the N.C. Bar Assoc.

Chicago Title Insurance Company

Enter in appropriate block for each party: name, 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 _______, ______ Township Caldwell County, North Carolina and more particularly described as follows:

Being all of Lot 2 of Plat Book 19, Page 372, Caldwell County Registry.

This is Grantor's primary residence.

This deed is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust executed by Grantor recorded on March 10 2022 in Book 2050, Page 758 of the Caldwell County Public Registry, and the Note secured thereby.

The Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between Grantor and Grantee with respect to said land.

The Grantor acknowledges and warrants that (a) this Deed in Lieu of Foreclosure is being made for adequate consideration; (b) Grantor is not insolvent, and Grantor is making this conveyance voluntarily and without duress.

Draftsman did not abstract title.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2050, Page 756.

A map showing the above described property is recorded in Plat Book 19 Page 372.

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 except for the exceptions hereinafter stated.

N. C. Bar Assoc. Form No. 3 © 1977

Printed by Agreement with the N.C. Bar Assoc.

Chicago Title Insurance Company

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

(Usually exceptions may be taxes not yet due and payable or if there is restrictive covenants you put book and page here.)

IN WITNESS WHEREOF, the Grantor has hereunto set his 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.

Neil Blakeman

BLIC the addresigned, a Notary Public of the County and State aforesaid, certify that Neil akeran & Lacey Blakeman Grantors, personally appeared before me this day and wowledged the execution of the foregoing instrument. Witness my hand and official stamp

or seal, this 18th day of June

Notary Public Signature

Notary Public Signature

Printed Name of Notary Public Anthony Wyott Lail

My commission expires: 3-12-28

N. C. Bar Assoc. Form No. 3 @ 1977 Printed by Agreement with the N.C. Bar Assoc.

Chicago Title Insurance Company

NORTH CAROLINA REAL ESTATE COMMISSION



Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 1311 Main Street NW, Lenoir, NC 28105

Owner's Name(s): Lawrence Santaniello

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 LS	REC 4.22	
Buyer Initials	Owner Initials	REV 5/24	1

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

	y es	NO	NK
A1. Is the property currently owner-occupied? Date owner acquired the property: 10/31/2021 If not owner-occupied, how long has it been since the owner occupied the property?		X	
A2. In what year was the dwelling constructed? 1957			
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?			X
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) Brick Veneer Vinyl Stone Fiber Cement Synthetic Stucco Composition/Hardboar Concrete Aluminum Wood Asbestos Other	'd		X
A5. In what year was the dwelling's roof covering installed?			X
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?			X
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?			X
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?			X
A9. Is there a problem, malfunction, or defect with the dwelling's: NA Yes No NR	age aney alls	Yes	No NR
SECTION B. HVAC/ELECTRICAL B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)? B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning? B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) Furnace [# of units] Year:			X X
Buyer Initials Owner Initials US Buyer Initials Owner Initials		REC 4.	_

D4 W/L-4 i- 4L - 11' - L -	Y es	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:	8		X
B5. What is the dwelling's fuel source? (Check all that apply) [Electricity Natural Gas Solar Oil Other:			X
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:			X
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:			X
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 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.			X
If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit?	m		
C5. Is there a problem, malfunction, or defect with the dwelling's: NA Yes No NR Septic system Plumbing system (pipes, fixtures, water heater, etc.) Water supply (water quality, quantity, or pressure)	No	NR X X	
Explanations for questions in Section C (identify the specific question for each explanation):			
Buyer Initials Owner Initials Owner Initials		REC 4.22 REV 5/24	•

SECTION D. FIXTURES/APPLIANCES

D1. Is the dwel																Yes	No	NR X
If yes, when we Date of last ma	as 11 inter	iast ii nance	serv	cted? vice:							_							
D2. Is there a p	robl	em, n	nalfu	nctio	n, or defe	ct w	ith the	e dw	elling	's:								
Attic fan, exhaust fan, ceiling fan Elevator system or component Appliances to be conveyed Explanations f		Yes		_ 0	Irrigation system Pool/hot tub /spa V cable wirir or satellite dis		Yes	No □ □ □ spec	X X	Sump pump Gas logs Central vacuum		Yes		NR X X mation	S	ge Doo system Gecurity system Other:		No NR X X
									TIO									
							L	ANL	/ZO	NING						Yes	No	NR
E1. Is there a property?	oble	m, m	alfun	ction	, or defect	with	the	drain	age, g	rading, o	or soi	l stab	ility	of the				X
E2. Is the proper land-use restriction									ces, r	estrictive	e cov	enan	ts, or	local				X
E3. Is the proper permits for room										the failu	re to	obtai	n rec	quired				X
E4. Is the proper encroachments												s, par	ty wa	ılls,				X
E5. Does the pr	oper	ty ab	ut or	adjo	in any pri	vate	road(s) or	street	t(s)?								X
E6. If there is a maintenance ag														ciation	or			
Explanations f	or qı	uestio	ns ii	ı Sec	tion E (id	entij	y the	spec	ific q	uestion	for e	ach e	xpla	nation) <i>:</i>			
																-57 12		
					EN	VII			TIO NTA	N F. L/FLO	ODI	NG						
F1. Is there haz radon gas, meth which otherwis	ane g	gas, le	ead-b	ased	stance, ma paint) tha	nteria	al, or	prod	uct (s	uch as as	sbest	os, fo				Yes	No	NR X
Buyer Initials Buyer Initials				_ Ow _ Ow	ner Initials ner Initials		.5										REC 4.	4

	Yes	No	NK
F2. Is there an environmental monitoring or mitigation device or system located on the property?			X
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?			X
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?			X
F5. Is the property located in a federal or other designated flood hazard zone?			X
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?			X
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?			X
F8. Is there a current flood insurance policy covering the property?			X
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?			X
F10. Is there a flood or FEMA elevation certificate for the property?			X
Explanations for questions in Section F (identify the specific question for each explanation):			
SECTION G. MISCELLANEOUS			
	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?			
G2. Is the property subject to a lease or rental agreement?		X	<u> </u>
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?			X
Explanations for question in Section G (identify the specific question for each explanation):			
Buyer Initials Owner Initials US Buyer Initials Owner Initials		REC 4.2	22
Buyer Initials Owner Initials		REV 5/2	_

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.

H1. Is the property subject to regulation by one or more owners' association(s) including, but r 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 whi the property is subject [insert N/A into any blank that does not apply]:		Yes	No X	NR
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:				
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 association manager are:				
c. Are there any changes to dues, fees, or special assessment which have been duly approved and which the lot is subject?	d to			
If "yes," state the nature and amount of the dues, fees, or special assessments to which the prope is subject:	rty			
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:	n		X	
H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation:	f the		X	
H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit:			X	
Explanations for questions in Section H (identify the specific question for each explanation, No HOA.):			
Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that correct to the best of their knowledge as of the date signed.				
Owner Signature: Lawrence Santaniello Date	e 7,	117/24		
Owner Signature: Lawrence Santaniello Date Owner Signature: Date	= 			_
Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have review				
Buyer Signature: Date	<u></u>			_
Buyer Signature: Date				



Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as singlefamily 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.
- 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.
- You must respond to each of the following by placing a check $\sqrt{\ }$ 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:

rights, belief in	aces the following disclosures.			
Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	Yes	No	No Representation
Buyer Initials	2. Seller has severed the mineral rights from the property.		X	
Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		X	
Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.			X
Buyer Initials	5. Seller has severed the oil and gas rights from the property.		X	
Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		X	
whichever o transaction o	rs following your receipt of this Disclosure Statement, or three calendar days following first. However, in no event does the Disclosure Act permit you to cancel a or (in the case of a sale or exchange) after you have occupied the property, whichever 311 Main Street NW, Lenoir, NC 28105	contract a er occurs fi	fter settl irst.	ement of the
	awrence Santaniello			
Owner(s) acknowled	ge having examined this Disclosure Statement before signing and that all in Lawrence Santaniello			
Owner Signature: _		Date		
Purchaser(s) acknow hat this is not a war or subagent(s).	ledge receipt of a copy of this Disclosure Statement; that they have examined ranty by owner or owner's agent; and that the representations are made by the state of the state	it before the owne	e signing er and n	; that they understand ot the owner's agent(s)
Purchaser Signature		Date _		
Purchaser Signature		Date _		
				REC 4.25

Lawrence

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 1311 Main Street NW, Lenoir, NC 28105	
Seller: Lawrence Santaniello	_
Buyer:	-
This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.	3
During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment o inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.	e r
*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family Fron Lead in Your Home" for more information.	1
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards	
Lead Warning Statement Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.	e f
Seller's Disclosure (initial)	
Presence of lead-based paint and/or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).	_
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and reports available to the Seller (check one) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).	i
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.	3
Buyer's Acknowledgement (initial) (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any. (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home. (e) Buyer (check one below): Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	
Page 1 of 2 This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc. Buyer Initials Seller In	

Agent's Acknowledgment (initial)

KM

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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

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

Date:	Date: 7/17/24
Buyer:	Seller: Municipal Seller: Lawrence Santaniello
Date:	Date:
Buyer:	Seller:
Entity Buyer:	Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By:	Ву:
Name: Print Name	Name:Print Name
Title:	Title:
Date:	Date:
Selling Agent:	Listing Agent: Kevin McLemore
Date:	Date: 7-17-24

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

bec	come		by <u>Unite</u> roperty described below. terms and conditions of the	For valuable cons		to purchase and Sel	
1.	PA	RTIES; PROPERTY I	DESCRIPTION; PURCI	HASE PRICE; A	ND CLOSING.		,
		"Seller": Lawrence Sa	ntaniello				
		"Buyer": , TBD					
	(c)	"Property": Street Ad			1311 Main Street NW		W
		City:	Lenoir		8105 County:		, NC
			2 , Block/Section	n/a, Subdivisio	on/Condominium	None	
					PIN/PID:	06 81 1 12	
			cription: NC PIN 284063		ID1- 0110	. D	(72
			all of the Property may be ent authority over taxes,			at Page	673
		The Properthe impro	erty shall include all the avenuents located thereon a	above real estate of and the fixtures an	described together with d personal property lis	h all appurtenances to ted in paragraphs 2 a	hereto including and 3 below.
			Contract, and the term "P				
		The Property will X If a manufactured hom		ite and/or separate arate septic lot, be	septic lot, boat slip, goat slip, garage, parkir	ng space, or storage	unit is included,
	(d)	"Purchase Price": \$ T	BD	paid in U	S. Dollars upon the fo	llowing terms:	
		\$ 5,000.00		ST MONEY DEF transfer electro	POSIT as X cash X p nic transfer	ersonal check X off	icial bank check
\$ TBD BALANCE of the Purchase Price in cash at Closing (some or all of which paid with the proceeds of a new loan) (i) Buyer must deliver the Earnest Money Deposit to Kayla Carder ("Escrow Agent") either Effective Date or within five (5) days after the Effective Date. The Earnest Money Deposit shall be held by Escreand applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provide Contract. If the parties agree that Buyer will pay by electronic or wire transfer, Seller agrees to cooperate in effect transfer, including the establishment of any necessary account and providing any necessary information to Buyer, phowever, Buyer shall be responsible for additional costs, if any, associated with such transfer.				of which may be			
				by Escrow Agent provided by this in effecting such			
		dishonored, for any rea wire transfer or electron right to terminate this	to timely deliver the Earnson, Buyer shall have on transfer to the payee. Contract upon written to seek any additional rem	ne (1) banking da If Buyer does not otice to Buyer, a	y after written notice then timely deliver the nd Seller shall be en	to deliver cash, offi required funds, Sell	cial bank check, er shall have the
	(e)	"Closing Date" (See pa	aragraph 8 for details): o	n or before 9/30/2	24		
	AN AN CO	Y EARNEST MONIE Y INTEREST EARN	THAT A REAL ESTAT S DEPOSITED BY BU ED THEREON SHAI THE EXPENSES INC ITH.	YER IN AN IN LL BE DISBUR	TEREST-BEARING RSED TO THE ES	TRUST ACCOUNT OF TRUST ACCOUNT IN THE PROPERTY OF THE PROPERTY OF TRUST ACCOUNT OF THE PROPERTY OF THE PROPERT	T AND THAT MONTHLY IN
				Page 1 of 8			

North Carolina Association of REALTORS®, Inc.

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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.		TID	ES:
,	 X .		H .

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

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

- (b) Excluded Items: The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: n/a
- 3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: n/a
- **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.
- 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.

or before 9/30/24	(the "Closing Date") unless otherwise agreed in
Closing is defined as the date and	time of recording of the deed. The deed is to be
. Absent a	greement to the contrary in this Contract or any
eady, willing and able to comple	te Closing on the Closing Date ("Non-Delaying
omplete Closing by the Closing Da	ate ("Delaying Party"), the Delaying Party shall be
notice as possible to the Non-Delayi	ng Party and closing attorney. If the Delaying Party
Closing Date (including any amend	ed Closing Date agreed to in writing by the parties)
Non-Delaying Party may terminate	this Contract and shall be entitled to enforce any
or the breach.	
0	Closing is defined as the date and Absent a cady, willing and able to complete complete Closing by the Closing Datotice as possible to the Non-Delayi Closing Date (including any amend Non-Delaying Party may terminate

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Buyer Initials Seller Initials

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, X 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 dededs 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): ———————————————————————————————————
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. 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.
Page 3 of 8 STANDARD FORM 620-T Revised 7/2024 Buyer Initials Seller Initials © 7/2024

NOTE: The parties are advised gas rights has occurred or is int		ney prior to signing this Contract if severance of mineral and/or oil and
(c) Lead-Based Paint Disclosu The Property is residential attached).		78. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is
(d) Addenda (itemize all adden	da and attach hereto):	
Seller Financing Addendum		
Short Sale Addendum (Form		
owners' association, any insurance agents, representative, or lender to master insurance policy	ce company and any attorne rue and accurate copies of the showing the coverage provide	and directs any owners' association, any management company of the by who has previously represented the Seller to release to Buyer, Buyer's ne following items affecting the Property, including any amendments: ded and the deductible amount
 Declaration and Restrict 	ive Covenants	
 Rules and Regulations 		
Articles of Incorporation		
Bylaws of the owners' a		
parking restrictions and	ent and budget of the owners	rassociation
 architectural guidelines 	mormation	
(specify name of association)		whose regular
assessments ("dues") are \$ owners' association or the associa		. The name, address and telephone number of the president of the
owners association of the associa	ition manager is.	
Owners' association website addr	ess, if any:	
(specify name of association) assessments ("dues") are \$	Pone.	whose regular. The name, address and telephone number of the president of the
owners' association or the associa		. The hame, address and telephone number of the president of the
(f) Other: 1.5% of High Bid to	Buyer's Agent.	
	or other provisions other th	nstitutes the sole and entire agreement of the parties hereto and there are han those expressed herein. No modification shall be binding unless in
electronic means, including the s with this Contract. Any written in forth in the information section payment to be delivered to a par means of electronic transmission in a form capable of being proc below or provided by Seller or E	igning of this Contract by or totice or communication may below. Any notice or com- rty herein, may be given to shall be deemed complete a essed by the receiving part duyer. Seller and Buyer agree t of this Contract, and that the	to the transaction contemplated by this Contract may be conducted by the or more of them and any notice or communication given in connection by be transmitted to any mailing address, e-mail address or fax number set munication to be given to a party herein, and any fee, deposit or other the party or to such party's agent. Delivery of any notice to a party via t such time as the sender performs the final act to send such transmission, by's system, to any electronic address provided in the agent information that the notice information and earnest money acknowledgment below the addition or modification of any information therein shall not constitute
		Page 4 of 8
		STANDARD FORM 620-T
Buyer Initials	Seller Initials	Revised 7/2024 © 7/2024

- 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 Contact 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]

Page 5 of 8

Buyer Initials _____ Seller Initials _____

STANDARD FORM 620-T Revised 7/2024 © 7/2024 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:		SELLER:	
	_ (SEAL)		_(SEAL)
		Lawrence Santaniello	
Date:		Date:	_
	(SEAL)		_(SEAL)
TBD			_ ` ′
Date:		Date:	_
Entity Buyer:		Entity Seller:	
(Name of LLC/Corporation/Partnership/Trust/etc.)	_	(Name of LLC/Corporation/Partnership/Trust/etc.)	_
By:		By:	
Name:	-	Name:	_
Title:		Title:	_
Date:	_ \ \	Date:	_ ;
	A VA		

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.



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Buyer Initials _____ Seller Initials

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ney and agrees to hold and disburse the same in accordance with the
Escrow Agent: Kayla Carder
Ву:
(Signature)
Kayla Carder
Real Estate License #:
Agent (check only if applicable)
ax #:Email:
t Buyer's Agent Dual Agent
Real Estate License #: 173324
Agent (check only if applicable)
ax #: 704-817-2544 Email: kevin@themclemoregroup.com
t Dual Agent
NCAL License #: 10393

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