

227+ Acre River Front Estate

1150 E. NC-108 Mill Spring, NC

227± ACRES
IN MILL SPRING, NC



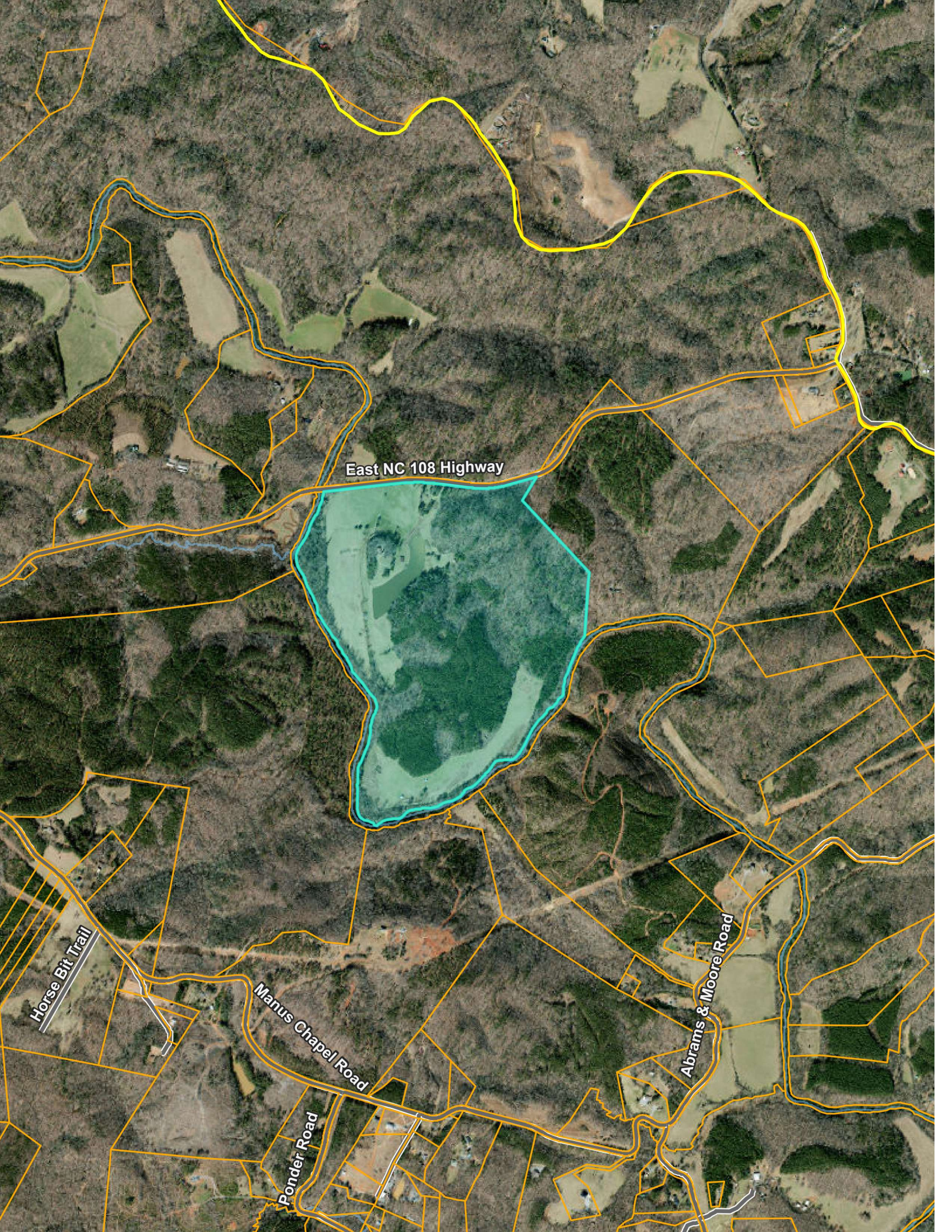
EQUESTRIAN ESTATE
3BR/1BA BARND0

Features:

- ✓ 1.5 Mi. River Front ✓ 5 Acre Pond
- ✓ 55 acres Pasture ✓ 5 mi to T.I.E.C.
- ✓ 30'x60' Barn ✓ Gated Entry

Live & Online Bidding
Auction Ends 5/29/25
www.BidYall.com - 864.497.0330

John Slaughter - SCAFL# 4206 / NCAFL# 10955



East NC 108 Highway

Horse Bit Trail

Manus Chapel Road

Ponder Road

Abrams & Moore Road

* DENOTES ASSUMED
FROM 1984 SURVEY FOR
MILES SOUTHWORTH BY
S. BUTLER, RLS 3033

Champion Paper & Fiber
87/52

Champion Paper & Fiber
87/52

Remaining Lands of
Citnalta Corporation
123/31

Thomas Hix
201/124

Joseph Hudson
89/45

Property Survey For
CITNALTA CORP.
WHITE OAK TOWNSHIP
POLK COUNTY, NC.
DEED REF: 90/50 & 90/279
SURVEY ON JUNE 11, 17, 21 & 24, 1991
BY CHARLES D. OWENS, JR.

GRAPHIC SCALE



1" = 100'

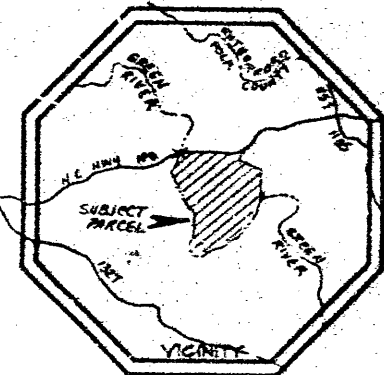
Joseph Hudson
89/45

227.203 Acres

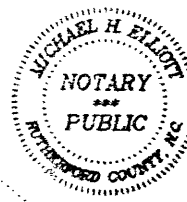
E.P. 14 (rebar) near
top of ridge 143.53'
in old marked line

Miles & Donna
Southworth
204/100

Remaining Lands of
Citnalta Corporation
90/50



- LEGEND
- EXISTING IRON PIN (EIP)
 - NEW IRON PIN (NIP)
 - UNMONUMENTED POINT
 - ⊙ PK NAIL
 - ⊙ RAILROAD SPIKE
 - ▲ TRAV STA (60d NAIL)
 - ⊙ CONCRETE MONUMENT
 - ⊙ STONE
 - ⊙ UTILITY POLE



LAND SURVEYOR CERTIFICATE

I, CHARLES D. OWENS, JR., CERTIFY THAT IN MY
SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL
FIELD LAND SURVEY, THAT THE ERROR OF CLOSURE IS
CALCULATED BY COORDINATES AND IS 0.11' IN 1000'.
THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH
G.S. 41-30 AS AMENDED. WITNESS MY HAND AND
SEAL THIS 27TH DAY OF JUNE A.D. 1991.

Charles D. Owens, Jr.
CHARLES D. OWENS, JR.

NOTARY CERTIFICATE

I, MICHAEL H. ELLIOTT, A NOTARY PUBLIC OF RUTHER-
FORD COUNTY, DO HEREBY CERTIFY THAT CHARLES D.
OWENS, JR., RLS 2413, PERSONALLY APPEARED BEFORE
ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION
OF THE FOREGOING CERTIFICATE. WITNESS MY HAND
AND SEAL THIS 27TH DAY OF JUNE A.D. 1991.

MY COMMISSION
EXPIRES 4/03/91

Michael H. Elliott
MICHAEL H. ELLIOTT

Burnt Chimney Surveying

Charles D. Owens, Jr.
R.L.S. 2413

TELEPHONE 520 WEST MAIN ST
(704) 245-1798 P.O. BOX 810
FOREST CITY, NC 28043

Michael H. Elliott
December 31, 1991
p. 535
Survey on loggers
by: Janice Southworth, rest.



LUNA BLU INC
1150 E NC 108 HWY
227.200 AC TWSP: 006

N2 FOUND YR 2025 **P103-24**
227.2 ACRES
PIN:
DISTRICT: 6 WHITE OAK-MILLS SWF

POLK COUNTY
ACCOUNT#: 34788
NBHD: 400 400 COUNTY RURAL
Plat Bk/Pg 1.00 EXCD: NOTICE: 21 2/17/2025

PAGE 1
APPR: RV1 APPR DT: 9/11/2024

Bldg No.	5									Exempt Code	LAND VALUE	2,122,350
Imp Desc:	R01	SINGLE FAMILY RESIDENTIAL	EYB:	1150 E NC 108 HWY							MISC VALUE	60,988
Grade :	C	RESID C GRADE	AYB: 1990	Finished Area:	5,472.00						BLDG VALUE	482,622
# of Units	6 Rms	3 Bedrms	2.0 Bathrms	1 HBaths							TOTAL VALUE	2,665,960
TYPE/CODE/DESCRIPTION	PCT	%CMP	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%		COST	
AC 70 LIVING AR-UPPER FIN	100		2304	121.50							279,936	
MA R01 RES-SINGLE FAMILY	100		3168	151.00	1.00		92.00				440,098	
- AR 01 CENTRAL AIR	100		3168	.00							0	
- AR 02 CENTRAL HEAT	100		3168	.00							0	
- DS EC13 WOOD SIDING	100		3168	.00							0	
- DS FN03 SLAB	100		3168	3.25-							10,296-	
- DS RM01 ASPHALT SHINGLE	100		3168	.00							0	
- DS RT05 GAMBREL (BARN STYLE)	100		3168	.00							0	
RCN...			PCT COMPLETE		100	x					709,738	
QUAL...		C			100.00	x					709,738	
DEPR.. AVC					32.00	-		227,116			227,116	T
--ASV...											482,622	

PROPERTY NOTES:	PERMIT NO	TYPE	DATE	BOOK	PAGE	DT	DATE	QS	SALES PRICE
				345	193	WD	10/20/2006	F	
	AMOUNT			345	193	WD	8/30/2006		2,350,000
	AMOUNT			210	475		12/31/1997	#	

MISC CODE	DESC	UNITS	RATE	AYB	EYB	DT	PCT	%CMP	ADD.DEPR	PCT	VALUE	EXMPT
4 026	38 X 48 SHED	1,824.00	13.50	1960		AV1	80.00	100			4,925	
6 016	BLD-GAZEBO 8 X 8	64.00	40.00		2008	AV1	45.00	100			1,408	
7 043	BARN-GEN PURPOSE 30 X 60	1,800.00	27.00		2010	AV2	21.00	100			38,394	
8 026	BLD-SHED 22 X 38	836.00	13.50		2016	AV1	24.00	100			8,578	

#	ZONE	TYPE/CODE	LAND QTY	LAND RATE	DPTH	DPT%	TOP%	LOC%	SIZ%	SHP%	OTH%	ADJ	FMV	EXMPT
1		AC BS	1.000	30,000.00		.00	.00	.00	.00	.00	.00	.00	30,000	
2		AC OP	75.000	9,250.00		.00	.00	.00	.00	.00	.00	.00	693,750	
3		AC WD	80.000	9,250.00		.00	.00	.00	.00	.00	.00	.00	740,000	
4		AC RES	71.200	9,250.00		.00	.00	.00	.00	.00	.00	.00	658,600	

LUNA BLU INC
1150 E NC 108 HWY
227.200 AC TWSP: 006

N2 FOUND YR 2025 **P103-24**
227.2 ACRES
PIN:
DISTRICT: 6 WHITE OAK-MILLS SWF

POLK COUNTY
ACCOUNT#: 34788
NBHD: 400 400 COUNTY RURAL
Plat Bk/Pg 1.00 EXCD: NOTICE: 21 2/17/2025

PAGE 3
APPR: RV1 APPR DT: 9/11/2024

Bldg No. 5
Imp Desc: R01 SINGLE FAMILY RESIDENTIAL EYB: 1150 E NC 108 HWY Exempt Code
Grade : C RESID C GRADE AYB: 1990 Finished Area: 5,472.00
of Units 6 Rms 3 Bedrms 2.0 Bathrms 1 HBaths

TYPE/CODE/DESCRIPTION	PCT	%CMP	UNITS	RATE	STR#	STR%	SIZ%	HGT%	PER%	COST
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PROPERTY NOTES:	PERMIT NO	TYPE	DATE	BOOK	PAGE	DT	DATE	QS	SALES	PRICE

MISC CODE	DESC	UNITS	RATE	AYB	EYB	DT	PCT	%CMP	ADD.DEPR	PCT	VALUE	EXMPT
9 026	BLD-SHED 16 X 24	384.00	13.50			2016	AV1	24.00	100		3,940	
10 028	BLD-STORAGE 8 X 15	120.00	27.00			2016	AV1	24.00	100		1,970	
11 026	BLD-SHED 12 X 16	192.00	13.50			2016	PR1	43.00	100		1,182	
12 026	BLD-SHED 8 X 12	96.00	13.50			2016	PR1	43.00	100		591	

#	ZONE	TYPE/CODE	LAND QTY	LAND RATE	DPTH	DPT%	TOP%	LOC%	SIZ%	SHP%	OTH%	ADJ	FMV	EXMPT
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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
Initial DB	Initial MT			
1. Mineral rights were severed from the property by a previous owner.		☐	☐	☒
Buyer Initials DB	Initial MT			
2. Seller has severed the mineral rights from the property.		☐	☐	
Buyer Initials DB	Initial MT			
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.		☐	☐	
Initial DB	Initial MT			
4. Oil and gas rights were severed from the property by a previous owner.		☐	☐	☒
Buyer Initials DB	Initial MT			
5. Seller has severed the oil and gas rights from the property.		☐	☐	
Buyer Initials DB	Initial MT			
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.		☐	☐	

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: 1150 E. NC 108, Mill Spring, NC 28756

Owner's Name(s): Luna Blu Inc. & DJACC, LLC

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

Owner Signature: DAYNA BROMLEY Date 4/29/2025

Owner Signature: MALIKA TOUHAMY Date 4/29/2025

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

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 1150 E. NC 108, Mill Spring, NC 28756

Owner's Name(s): Luna Blu Inc. & DJACC, LLC

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 _____

Buyer Initials _____

Owner Initials _____

Initial
DB
Initial
MT

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

	Yes	No	NR												
A1. Is the property currently owner-occupied? Date owner acquired the property: _____ If not owner-occupied, how long has it been since the owner occupied the property? _____	☐	☐	☒												
A2. In what year was the dwelling constructed? _____			☒												
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☐	☐	☒												
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/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other: _____			☒												
A5. In what year was the dwelling's roof covering installed? _____			☒												
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☐	☒												
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☐	☒												
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?	☐	☐	☒												
A9. Is there a problem, malfunction, or defect with the dwelling's:															
<table border="0" style="width: 100%;"> <tr> <td style="width: 25%; text-align: center;">NA</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">No</td> <td style="width: 10%; text-align: center;">NR</td> <td style="width: 25%; text-align: center;">NA</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">No</td> <td style="width: 10%; text-align: center;">NR</td> <td style="width: 25%; text-align: center;">NA</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">No</td> <td style="width: 10%; text-align: center;">NR</td> </tr> </table>	NA	Yes	No	NR	NA	Yes	No	NR	NA	Yes	No	NR			
NA	Yes	No	NR	NA	Yes	No	NR	NA	Yes	No	NR				
Foundation ☐ NA ☐ Yes ☐ No ☒ NR	Windows ☐ NA ☐ Yes ☐ No ☒ NR	Attached Garage ☐ NA ☐ Yes ☐ No ☒ NR													
Slab ☐ NA ☐ Yes ☐ No ☒ NR	Doors ☐ NA ☐ Yes ☐ No ☒ NR	Fireplace/Chimney ☐ NA ☐ Yes ☐ No ☒ NR													
Patio ☐ NA ☐ Yes ☐ No ☒ NR	Ceilings ☐ NA ☐ Yes ☐ No ☒ NR	Interior/Exterior Walls ☐ NA ☐ Yes ☐ No ☒ NR													
Floors ☐ NA ☐ Yes ☐ No ☒ NR	Deck ☐ NA ☐ Yes ☐ No ☒ NR	Other: _____ ☐ NA ☐ Yes ☐ No ☒ NR													

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

SECTION B. HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☐	☒
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: _____			
☐ Heat Pump [_____ # of units] Year: _____			
☐ Baseboard [_____ # of bedrooms with units] Year: _____			
☐ Other: _____ Year: _____			

Buyer Initials _____ Owner Initials DB Initial MT
 Buyer Initials _____ Owner Initials _____

Yes No NR

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

(X)

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

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

(X)

☐ Electricity ☐ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____

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

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

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

(X)

☐ City/County ☐ Shared well ☐ Community System ☐ Private well ☐ Other: _____

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

☐ Quality ☐ Pressure ☐ Quantity

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

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

(X)

☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☐ Other: _____

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

(X)

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

(X)

☐ Septic tank with pump ☐ Community system ☐ Septic tank ☐ Drip system
☐ Connected to City/County System ☐ City/County system available ☐ Other: _____
☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

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

Date the septic system was last pumped: _____

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

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	☐	☐	☐	☒	Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☐	☒
Sewer system	☐	☐	☐	☒	Water supply (water quality, quantity, or pressure)	☐	☐	☐	☒

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

Buyer Initials _____ Owner Initials DB
 Buyer Initials _____ Owner Initials MT

SECTION D. FIXTURES/APPLIANCES

	Yes	No	NR
D1. Is the dwelling equipped with an elevator system?	☐	☐	☒
If yes, when was it last inspected? _____			
Date of last maintenance service: _____			
D2. Is there a problem, malfunction, or defect with the dwelling's:			
NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	☐	☐	☒
Elevator system or component	☐	☐	☒
Appliances to be conveyed	☐	☐	☒
NA	Yes	No	NR
Irrigation system	☐	☐	☒
Pool/hot tub /spa	☐	☐	☒
TV cable wiring or satellite dish	☐	☐	☒
NA	Yes	No	NR
Sump pump	☐	☐	☒
Gas logs	☐	☐	☒
Central vacuum	☐	☐	☒
NA	Yes	No	NR
Garage door system	☐	☐	☒
Security system	☐	☐	☒
Other: _____	☐	☐	☒

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

SECTION E. LAND/ZONING

	Yes	No	NR
E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?	☐	☐	☒
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)	☐	☐	☒
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?	☐	☐	☒
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?	☐	☐	☒
E5. Does the property abut or adjoin any private road(s) or street(s)?	☐	☐	☒
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☐ NA	☐	☐	☒

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

SECTION F. ENVIRONMENTAL/FLOODING

	Yes	No	NR
F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?	☐	☐	☒

Buyer Initials _____ Owner Initials DB
 Buyer Initials _____ Owner Initials MT

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☐	☒
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?	☐	☐	☒
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☐	☒
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☐	☒
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?	☐	☐	☒
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☐	☒
F8. Is there a current flood insurance policy covering the property?	☐	☐	☒
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?	☐	☐	☒
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☐	☒

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

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

**SECTION G.
MISCELLANEOUS**

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
G2. Is the property subject to a lease or rental agreement?	☐	☐	☒
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?	☐	☐	☒

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

Buyer Initials _____	Owner Initials Initial DB _____
Buyer Initials _____	Owner Initials Initial MT _____

SECTION H. OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

☐ ☐ ☒

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

☐ ☐ ☒

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

☐ ☐ ☒

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

☐ ☐ ☒

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

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

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

Owner Signature: DAYNA BROMLEY Date 4/29/2025

Signed by:

Owner Signature: MALIKA TOUHAMY Date 4/29/2025

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

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____

Bidder# TERMS OF SALE & BIDDER REGISTRATION (Schedule B to Contract to Purchase)

1. This Property is being offered at auction with a reserve and a 10% buyer's premium.
2. Bid Y'all Auction & Realty, LLC is agent for the seller only.
3. This Property sells "AS IS - WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by seller or Broker. It is agreed that a special warranty deed is to be furnished by seller at closing if a general warranty deed is not available.
4. Immediately following bidding, the high bidder must execute a Contract to Purchase with no contingencies of any kind. If the bid is below the reserve amount, the Seller has up to twenty-four (24) hours to accept or reject the high bid. Upon execution of the Contract to Purchase by both parties, the Buyer must deposit with the Settlement Agent/Closing Attorney, by the close of the next business day, an earnest money escrow deposit ("earnest money") of \$50,000 to be held in escrow and applied towards the purchase price. The balance of the sales price must be paid by Buyer, within Forty-Five (45) days of the date of this Contract, at closing. Time is of the essence. Seller reserves the right in his sole discretion to extend the closing date an additional 30 days if needed. In the event that Buyer fails to comply with the Contract to Purchase, the earnest money will be forfeited, but such forfeiture shall not affect other legal remedies available to seller.
5. Buyer agrees to pay ALL closing costs, including but not limited to, attorneys fees, deed stamps and preparation, documentary stamps, survey, and termite inspection. Taxes, utilities, rents and other assessments, shall be prorated between the Buyer and Seller to the date of closing. Possession will be at closing.
6. All information announced, published or contained herein or in any brochure or advertisement was derived from public records and sources believed to be correct: however, it is not guaranteed by the Seller or Broker and is subject to inspection and verification by all parties before bidding. All square footage, dimensions, taxes, zoning, acreage, permitted uses, property lines, assessments and other information about the Property being sold are approximate and not guaranteed. Personal on-site inspection is strongly recommended. It is bidder's responsibility to determine the condition, genuineness, function, suitability for use, and value of the Property before bidding. The failure of any bidder to inspect, or to be fully informed about the Property, will not constitute any grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money. Announcements made from the auction block take precedence over all other verbal, printed, announced and/or distributed information. Neither seller nor Broker is responsible for any errors or omissions made in the description of the Property prior to or at auction. This auction sale may be modified, withdrawn or canceled without notice by Seller at any time and for any reason.
7. INTERNET, MOBILE APP, AND TELEPHONE BIDDERS ("OFFSITE BIDDERS"): Off site Bidders are subject to all published and announced terms of sale. Off site Bidders may not be able to inspect the Property as well as if they examined it in person and are strongly encouraged to do their own due diligence regarding the Property before bidding. Broker will not be responsible for any errors or omissions in the description of the Property. Broker is providing Internet, mobile app, and/or telephone bidding as a service to bidder. This service may or may not function correctly the day of the auction. Under no circumstances shall bidder have any kind of claim against Broker or seller for any missed bids or if the Internet, mobile bidding application or phone service fails to work correctly during the auction for any reason. Prior to placing bids online or through a mobile application, a person must complete and be approved through the online registration process. If the high bidder is an Off-site Bidder, the Contract to Purchase (the "Contract") will be emailed and the high bidder must within 24 hours of receipt execute and email, fax, or overnight delivery to Broker the signed Contract.
8. On properties built before 1978, potential purchasers, at their option, may have the Property inspected for lead-based paint within 10 days prior to auction date.

9. Seller and Broker reserve the right to refuse admittance to or expel anyone from the auction for creating a disturbance, bidder intimidation or bid collusion. Broker, Seller, and Auctioneer shall not be liable to any person for damages to their person or property while in, on or about the Property, nor shall they be liable for hidden defects. All persons are on the Property at their own risk and shall defend, indemnify, and save harmless Broker, Seller, and Auctioneer from any and all liability whatsoever.
10. Licensed North Carolina auctioneer(s) will conduct the auction. Conduct of the auction and increments of bidding are at the discretion and direction of the auctioneer. The auctioneer, seller and Broker reserve the right to offer this Property for sale in any manner they see fit. All decisions of the auctioneer shall be final concerning matters such as increments and manner of bidding, disputes among bidders, groupings of tracts, priorities of bidders, the validity of any bid, the high bidder, and any other matters that may arise during the sale. Auctioneer, Seller and Broker reserve the right to cancel the auction up until the time that the first bids on the Property are taken and the auction begins. Seller, Broker and auctioneer (and their employees) reserve the right to bid at the auction.
11. Auctioneer's Proprietary Information and Bidder Contacts: AUCTIONEER'S proprietary information, including, without being limited to, mailing lists, email lists, and SELLER, BIDDER or BUYER contact information is the property of AUCTIONEER. Unless required by law, or necessary to facilitate collection of monies owed by non-paying BIDDERS, or otherwise necessary for litigation purposes, or directed by a court or administrative body of competent jurisdiction, AUCTIONEER has no obligation to provide SELLER, BIDDER or BUYER with any of AUCTIONEER'S proprietary information, including, without being limited to, mailing lists, emails lists, and SELLER, BIDDER or BUYER contact information.
12. Bidding is open to the public to all registered bidders. The identity of all bidders must be verified before the auction, bidding rights are provisional, and if complete verification is not possible, the registration will be rejected and bidding activity will be terminated. Bidders must use their assigned bid numbers. No transfer will be recognized from one bidder to another. Bidding in the auction is a binding contract. The high bidder whose bid is accepted by Seller must sign a Contract to Purchase and deposit the required earnest money deposit within the time periods required above or he will be in default of said contract and will be responsible for all resulting damages to Seller and Broker.

If you have read and agree to the above terms, please complete the following in order to register to bid:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Driver's License#: _____ E-Mail: _____

Opening Bid : \$ _____

Signature _____ Date _____

Bid Y'all Auction & Realty, LLC

2379 S. Pine St.
Spartanburg, SC 29302
864-497-0330
Info@BidYall.com

RELEASE AGREEMENT FOR NON-REFUNDABLE DEPOSIT

Addendum to Auction Purchase Agreement dated: _____ on
property located at _____.

I, We _____
purchaser/s of said property hereby authorize Title Attorney
_____ to release the
non-refundable deposit in the amount of \$_____ and to be
released on the _____ day of _____. Non
refundable deposit to be paid \$_____ to the Seller/s and
\$_____ to Bid Y'all Auction & Realty, LLC per the Auction
Agreement on said property. This release, being entered into by the
undersigned parties, absolves Bid Y'all Auction & Realty, LLC, Title
Attorney, _____ and its representatives and the
undersigned parties from any further claims or liabilities in regards to the
non-refundable deposit.

Buyer

Seller

Buyer

Seller

Date

Date