



Big6 Properties

**Blue Ridge Land
& Auction Co., Inc**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Jason Douglas Anderson

AUCTION LOCATION – Online at NCAuctionPro.com

AUCTION DATE – Wednesday, February 19th, 2025 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER / BROKER – Matt Gallimore (Broker/Auctioneer) of United Country - Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005), (m 540-239-2585) has contracted with “Seller” to offer to sell at public auction certain real property.

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

OFFERING –

Legally described as:

1) +/-3.105 Acres and Improvements; Parcel ID 0400593; DB-1206 P-141;

Address: 1845 Hose Rd., Moravian Falls, NC 28654

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, February 19th, 2025 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, April 7th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

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

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to NC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.

- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating NC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

Gallimore.Matt@gmail.com

Individual State License #'s

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

Firm State License #'s

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

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

153 NC-16

Taylorsville, NC 28681

828-632-2446 office

828-320-4726

License #'s

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

Aerial



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

Contour

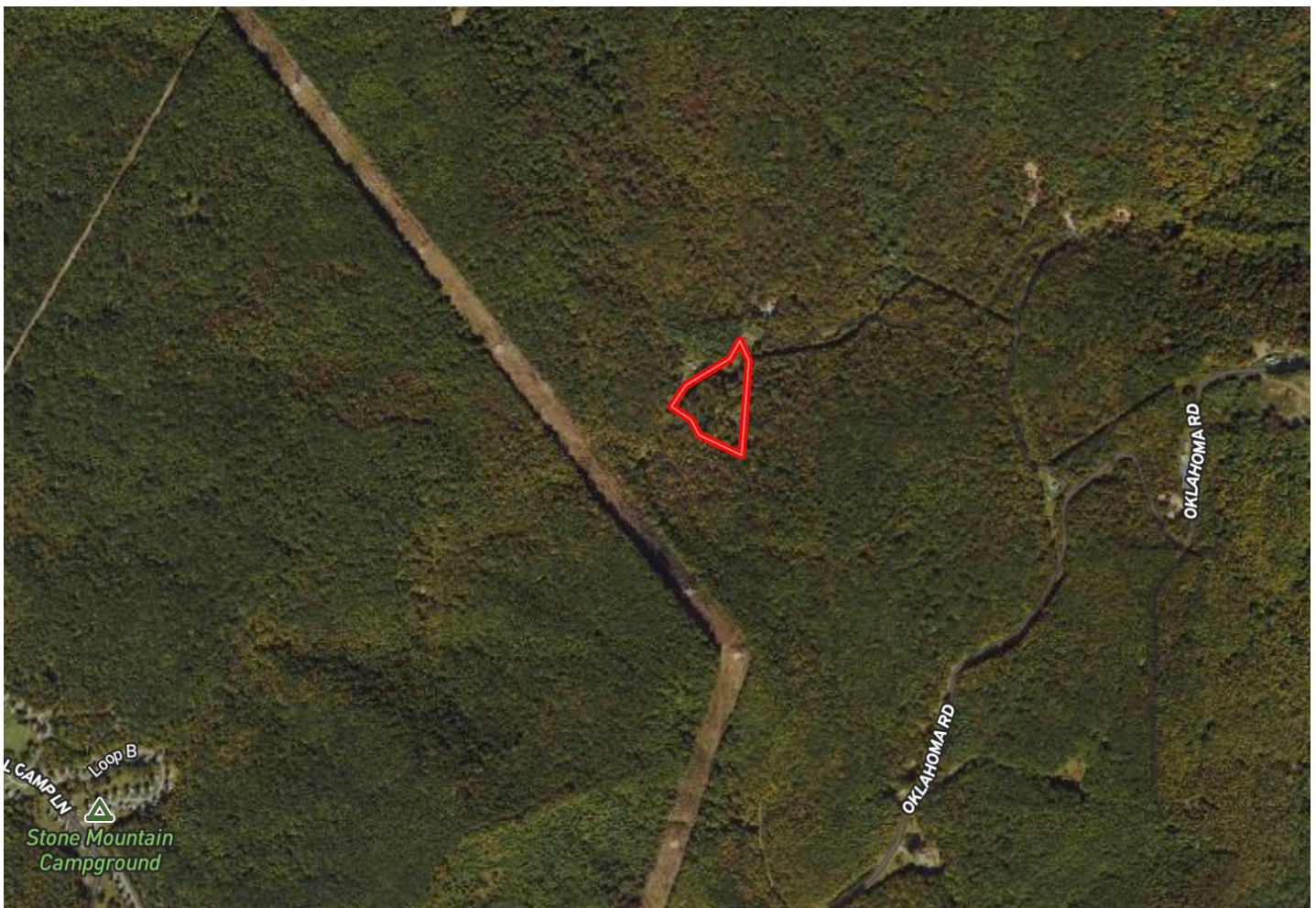


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

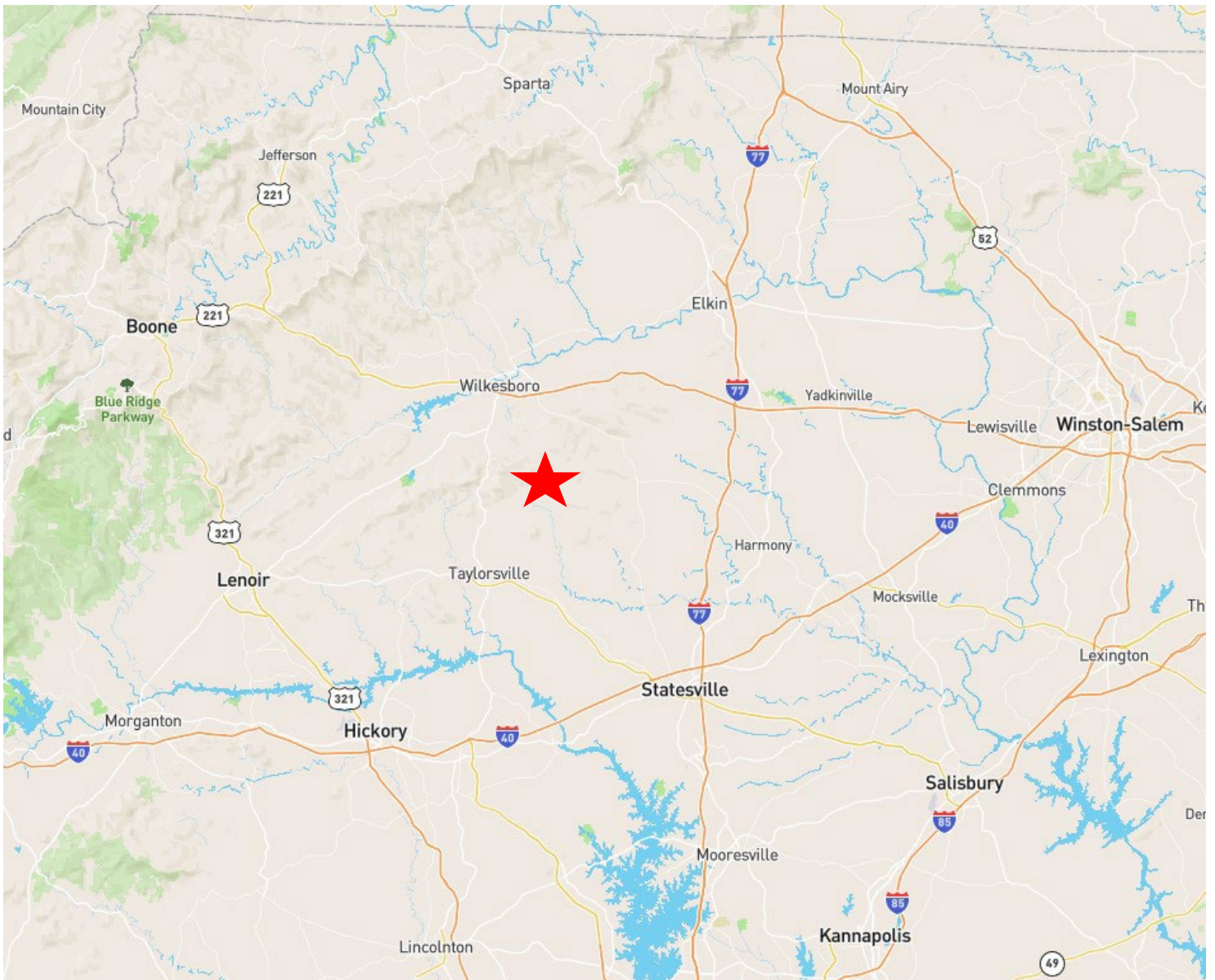
1845 Hose Rd.,
Moravian Falls, NC 28654





Location

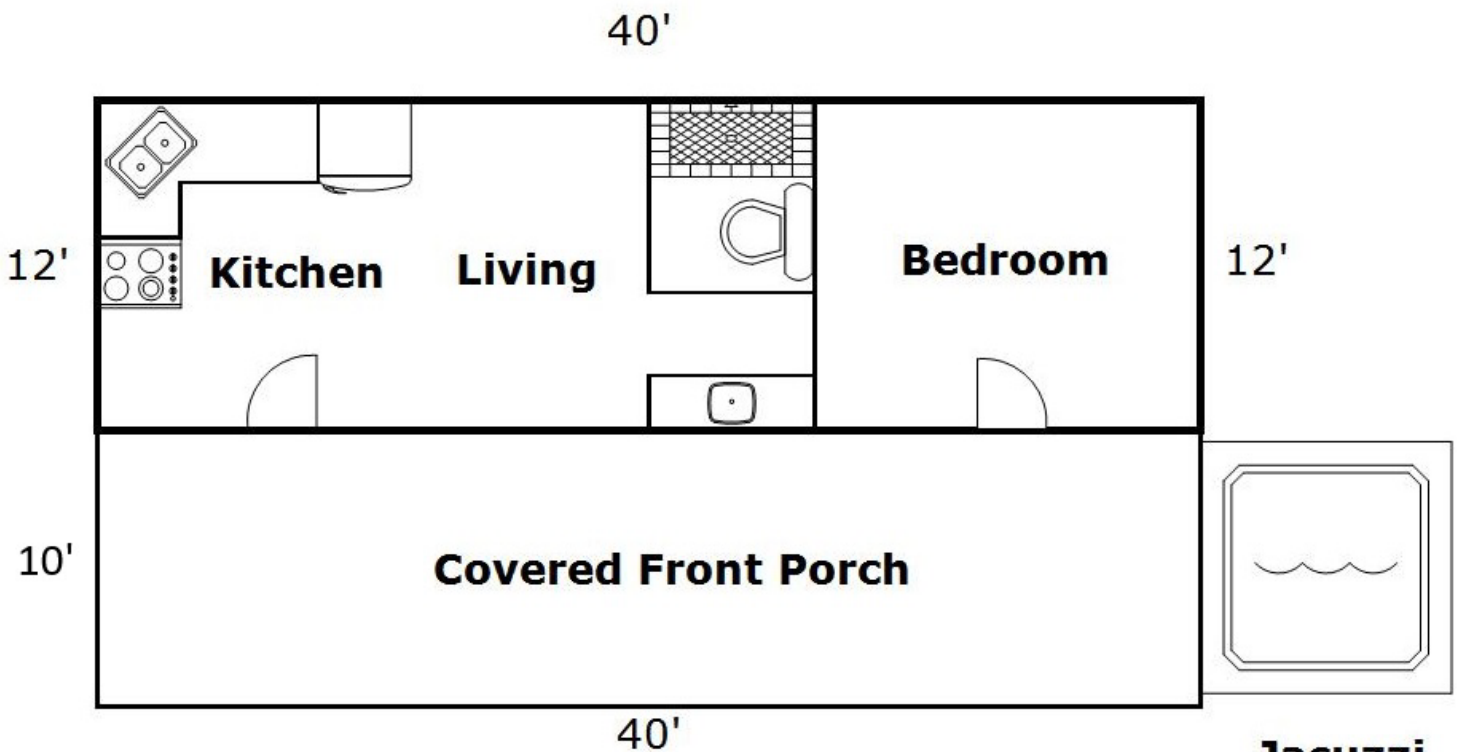
1845 Hose Rd.,
Moravian Falls, NC 28654





Floorplan

General Floorplan - 480 Square Feet



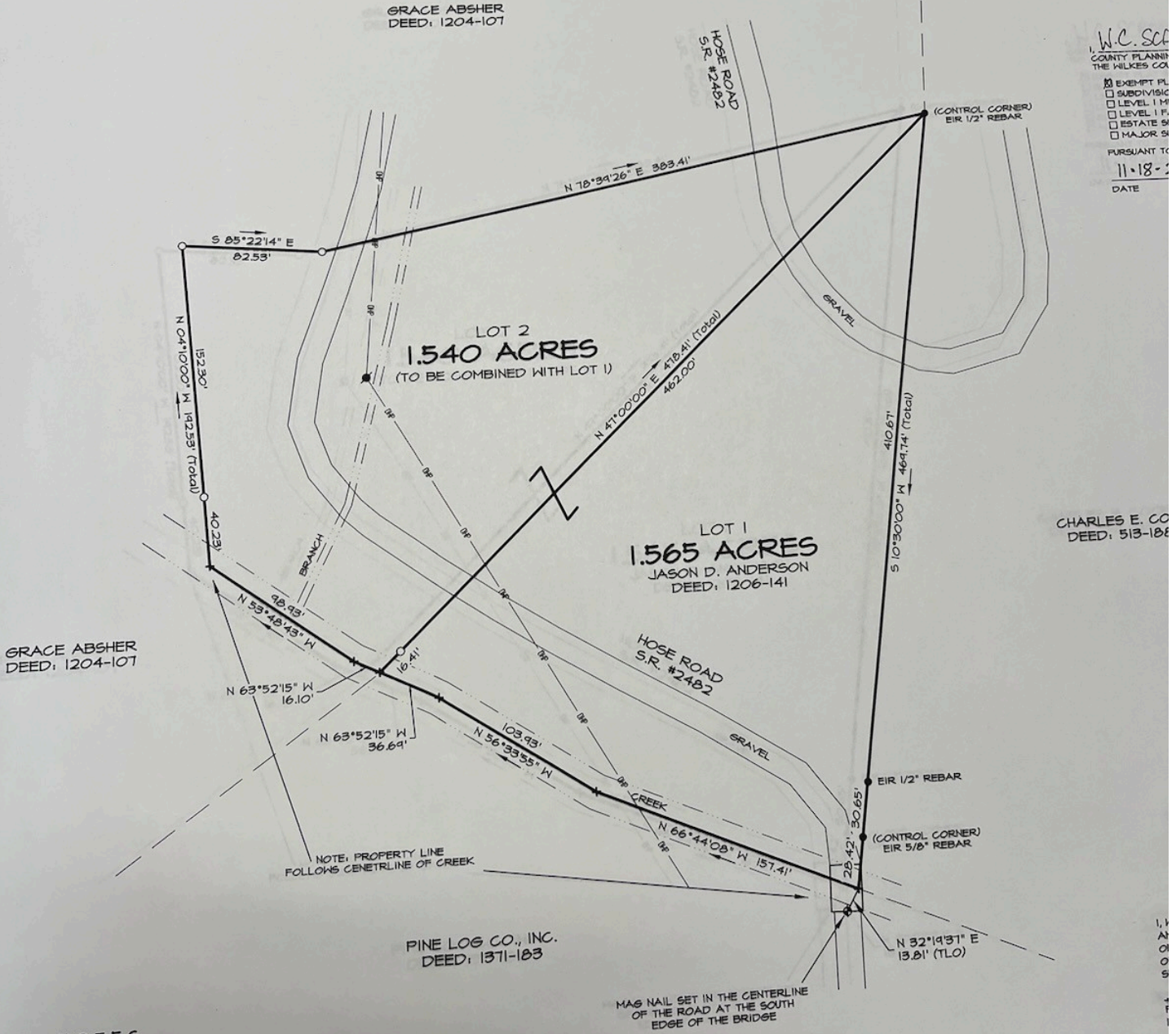
Exterior - Shingle Roof, Cedar Log Siding, Stone Foundation, Crawl Space
Private Well & Septic, Gravel Driveway. Range & Refrigerator

Interior - Hardwood Floors, Treated Wood Wall & Ceiling, Recessed Lighting
Double Hung Wood Windows, Tile Shower, Electric Heat Pump . Jacuzzi

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

SURVEY

BOUNDARY AND RECOMBINATION SURVEY
JASON D. FOX
 TOWNSHIP BRUSHY MOUNTAIN
 TAX MAP CODE PIN 3883-19-1519
 REFERENCE DEED(S): 1206-141
 DRAWN BY: WES JOB # 274-24

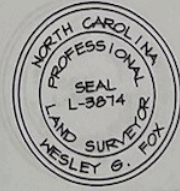


W.C. SCOTT
 COUNTY PLANNING
 THE WILKES COUNTY
 EXEMPT PL
 SUBDIVISION
 LEVEL 1 M
 LEVEL 1 P
 ESTATE S
 MAJOR S
 PURSUANT TO
 11-18-2
 DATE

CHARLES E. CO
 DEED: 513-182

GENERAL NOTES
 BEARINGS WERE DETERMINED BY COORDINATE COMPUTATION.
 SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, COVENANTS,
 AND ALL OTHER ITEMS OF RECORD AFFECTING SAID PROPERTY.
 UNMAPPED PROPERTY LINES WHICH ARE NOT ACTUALLY SURVEYED.
 DISTANCES ARE TAKEN FROM DEEDS OR OTHER SOURCES.
 CONTROL MONUMENTS WITHIN 2000' OF THIS PROPERTY.
 DISTANCES ARE APPROXIMATE.
 THIS RECORD REVIEWED AND CONSIDERED AS PART OF THIS
 TITLE, NOR TITLE COMMITMENT NOR RESULTS OF TITLE
 SURVEYOR. THERE MAY BE OTHER DOCUMENTS OF
 THIS PARCEL.
 AS SHOWN AND USED HEREON MEANS

STATE OF NORTH CAROLINA
 COUNTY OF WILKES
 I, Randall Woodie REVIEW OFFICER OF WILKES
 COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
 IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Randall Woodie
 REVIEW OFFICER
 DATE 11/18/24



I, WESLEY G. FOX, PLS
 SUPERVISION FROM AN
 DESCRIPTION AS SHOWN
 ARE CLEARLY INDICATE
 RATIO OF PRECISION O
 THAT THIS PLAT WAS F
 WITNESS MY ORIGINAL
 OCTOBER, A.D., 2024.
Wesley G. Fox
 PROFESSIONAL LAND S

Tax Card

PARID: 0400593
ANDERSON, JASON DOUGLAS

1845 HOSE RD

Parcel

ParID / PIN: 0400593 / 3883-17-7746
Tax Year: 2024
Tax District: 04 : Brushy Mountain
Neighborhood: 212 : NBHD 212
Old NBHD: 330
Ortho: 3883

Owner

Account Number: 98485
Name: ANDERSON, JASON DOUGLAS
Name 2:
Care Of:
Mailing Address: 1657 BRUSHY MTN RD
WILKESBORO NC 28697

Current Book/Page: 1206/141

Description

NBHD Code / Name: 212 : NBHD 212
Class: R1 : RESIDENTIAL
Use Code: 110 : SINGLE RESIDENCE
Appraisal Territory: 4
Zoning:
Living Units: 0
Topography: 6 : MOUNTAINOUS
Location: :
Parking: :
Utilities: 4 : ELECTRIC
5 : WELL / SPRING
Restrictions: :
Taxable Acres: 1.4

Valuation

Appraised Land: 15,680
Appraised Building: 37,480
Appraised Total: 53,160
Deferred: 0
Exempts/Excluded: 0
Assessed Real: 53,160
Total Assessed: 53,160

Legal

Physical Address: 1845 HOSE RD

Tax District Setup

Tax Dist 1: G01 : 100% : Wilkes County
Tax Dist 2:
Tax Dist 3:

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
03-DEC-24	1407	206	WD - WARRANTY DEED	5,000	
20-NOV-24	14	34	PLAT - PLAT	999,999	
10-APR-15	1206	141	NONWD - NON WARRANTY DEED		04
04-DEC-09	1104	0434	WD - WARRANTY DEED	0	10
19-NOV-90	0540	0941	DEED - DEED		08

Land

Line #:	Land Type:	Land Code:	In Use:	Acres:	Sq Ft:	Influence Factor:	Influence %:	Vacant Factor:	Influence %:	Land Value
1	A : Acreage	624 [6-24]	N	1.4	60,984					15,680
Total:				1.4	60,984					15,680

Dwelling Characteristics

Card #: 1

Valuation Method: D : Dwelling Valuation
 Story Height: 1 : 1 STORY
 Construction: 9 : WOOD SIDING
 Style: 03 : CONVENTIONAL
 Sq Ft Liv Area: 480
 Main Footprint: 480
 Override Model:
 Record Type: R : Real Property

Year Built: 1960
 Grade: C
 CDU: GD
 Effective Year:
 Year Remodeled: - :
 Basement: 1 : NONE
 Heat: 3 : CENTRAL HEAT & AC
 Heating Fuel Type: 2 : ELECTRIC
 System: 6: HEAT PUMP
 Attic: 1 : NONE
 Roof Material: 1 : ASPHALT SHINGLE

Living Accommodations

Total Rooms: 4
 Bedrooms: 1
 Full Bathrooms: 1
 Half Baths: 0
 Additional Fixtures: 0
 Total Fixtures: 5

Miscellaneous:

Other Features

Rec Room

Rec Room Area:
 Rec Room Value: 0

Finished Bsmt Liv Area

Finished Bsmt Area:
 Finished Bsmt Value: 0

Fireplaces

WBF Stacks: 0
 Openings: 0
 Add'l Stories of Stack (WB):
 Prefab Stacks: 0
 Add'l Stories of Stacks (PF):

Bsmt Garage # Cars: 0 : 0

Pricing Ladder

Adjusted Base: 52007 (Base Cost X Grade Factor)
 Plumbing: 0 (Base Cost X Grade Factor)
 Lower Level: -7,323
 Heating: 1,209
 Attic: 0
 Dwelling Sub Total: 45893 (Does not include Additions cost)
 Cost & Design Factor:
 Base RCN: 45893 (Does not include Additions cost)
 Dwelling RCN: 45890 (Does not include Additions cost)
 Total RCN W/ Additions: 55,110
 % Good: 68
 Base Dwelling RCNLD: 31,210
 Additions RCNLD: 6,270
 Total RCNLD: 37,480
 Dwelling % Comp:
 Dwelling Factor: 1
 Dwelling Value: 37,480

Real Values

Land Value: 15,680
 Building Value: 37,480
 Appraised Real Value: 53,160
 Total Appraised Value: 53,160

Exemptions and Exclusions

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	0
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	0

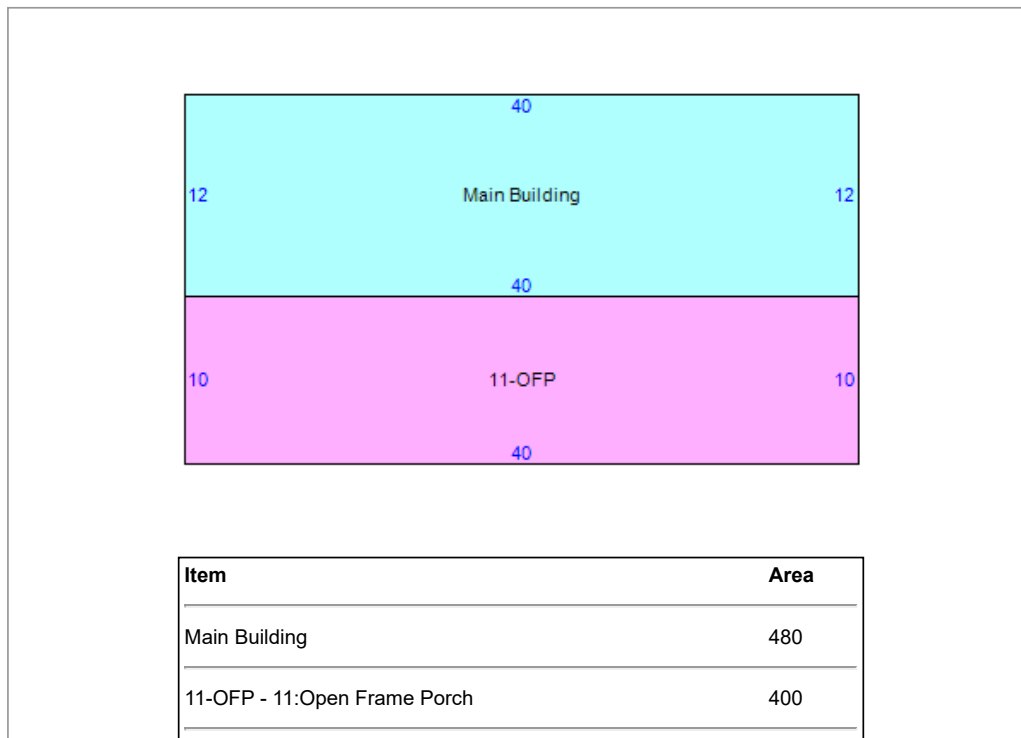
Assessed Valuation

Total Appraised Value:	53,160
Total Exempt/Excluded/Deferred:	0
Total Assessed (Taxable):	53,160

Real Estate Value History

Note: Exemptions prior to 2015 are not displayed here.

Tax Year	Cost/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2024	OTHER	15,680	37,480	53,160	0	0		0	0	53,160
2023	OTHER	15,680	37,480	53,160	0	0		0	0	53,160
2022	OTHER	15,680	37,480	53,160	0	0		0	0	53,160
2021	OTHER	15,680	37,480	53,160	0	0		0	0	53,160
2020	OTHER	15,680	37,480	53,160	0	0		0	0	53,160
2019	OTHER	15,680	37,480	53,160	0	0		0	0	53,160
2018	OTHER	13,440	33,220	46,660	0	0		0	0	46,660
2017	OTHER	13,440	33,220	46,660	0	0		0	0	46,660
2016	OTHER	13,440	33,220	46,660	0	0		0	0	46,660
2015	OTHER	13,440	33,220	46,660						46,660
2014	OTHER	13,440	33,220	46,660						46,660
2013	OTHER	13,440	5,000	18,440						18,440
2012	OTHER	11,200	5,000	16,200						16,200
2011	OTHER	11,200	5,000	16,200						16,200
2010	OTHER	11,200	5,000	16,200						16,200
2009	OTHER	11,200	5,000	16,200	10,850					5,350
2008	OTHER	11,200	5,000	16,200	10,850					5,350
2007	OTHER	11,200	5,000	16,200	10,850					5,350
2006	OTHER	5,940	5,000	10,940	5,410					5,530
2005	OTHER	5,900	5,000	10,900	5,400					5,500
2004	OTHER	5,900	5,000	10,900	5,400					5,500



DEED

1206
0141
001

22-00601 3867.16-73-7244 DT
04-00593 3883-17-7746 DT
11-02784 3863-07-5716 DT

FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS

FILED Apr 10, 2015
AT 01:07:31 pm
BOOK 01206
PAGE 0141
INSTRUMENT # 02281
EXCISE TAX (None)

**NORTH CAROLINA
NON-WARRANTY DEED**

Excise Tax: \$ 1.00

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No.

Mail after recording to: 1657 Brushy Mountain Road, Wilkesboro, North Carolina 28697

This instrument was prepared by: Dennis R. Joyce, Attorney at Law, Wilkesboro, NC (Deed Only-NTS)

Brief description for the Index:

THIS DEED made this 10th day of April, 2015, by and between

GRANTOR

ANGELA LANETT ANDERSON (Separated from Jason Douglas Anderson)

GRANTEE

JASON DOUGLAS ANDERSON

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 Wilkes County, North Carolina, and more particularly described as follows:



TRACT I

82-00601

That 6.69 acre tract conveyed to Grantee herein by his grandmother (Virginia C. Anderson), the same which is more particularly described in Book 977 Page 88, WCR, the more full and complete description of which is incorporated herein by reference.

TRACT II

04-00593

That 2 acre tract of land conveyed to Grantee herein by his grandmother (Virginia C. Anderson), the same which is more particularly described in Book 1104, Page 434, WCR, the more full and complete description of which is incorporated herein.

TRACT III

11-02784

That tract of land conveyed to Grantee herein by his grandmother (Virginia C. Anderson), the same as which is more particularly described Book 1185, Page 0040, WCR, the more full and complete description of which is incorporated herein by reference.

NOTE:

The parties to this conveyance have heretofore entered into and are subject to a written Marital Settlement Agreement (MSA) dated the 10th day of April, 2015. As this conveyance represents a portion of the division of the property of the parties, as called for in the said MSA, the real property hereinabove described shall hereafter be and remain the sole and separate property of the Grantee, forever free from the claims of the Grantor herein.

Grantor Angela Lanett Anderson also specifically waives and releases any and all marital rights or other property rights, or claims thereto, in and to the above described property which she now has or may hereafter acquire under G.S. 29-30, 30-3.1, 50-20 and any other applicable law.

The above described property does include the primary residence of the Grantee herein.

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.

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.


Angela Lanett Anderson (SEAL)

DEED

1407
0206
001

04-00594

3883-19-1519

(44.74)A
for 25'

adding AC to

04-00593

3883-17-7746

(2.75)A
for 25'

Adding AC to
**FILED
WILKES COUNTY
MISTY M. SMITHEY
REGISTER OF DEEDS**

FILED Dec 03, 2024
AT 04:30:47 pm
BOOK 01407
PAGE 0206
INSTRUMENT # 08058
EXCISE TAX \$10.00

\$ 5,000

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 10⁰⁰

Parcel Identifier No. portion of 0400594 & 0400593 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Mr. Jason Anderson, 1657 Brushy Mtn. Rd., Wilkesboro, NC 28697

This instrument was prepared by: JOINES AND JAMES, PLLC, 115 East Main Street, Wilkesboro, NC 28697

Brief description for the Index: 2 tracts, Brushy Mtn. Township

THIS DEED made this 3rd day of December, 2024, by and between **DEED PREP ONLY**

GRANTOR

GRANTEE

**Grace Elizabeth A. Absher and husband,
Steve Absher; and,
Jason Douglas Anderson, unmarried**

Jason Douglas Anderson

98485

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 Brushy Mountain Township, Wilkes County, North Carolina and more particularly described as follows:

BEING all of Lot 2 containing 1.540 acres, situated in Brushy Mountain Township, as the same is shown and described on a plat thereof, prepared by Fox Surveying Company, P. C., #C-1902, dated October 23, 2024, said plat being recorded in Map Book 14, Page 34, Wilkes County Registry, reference to which is hereby made for a more full and complete description.

* Note that Jason Douglas Anderson joins in this conveyance for the sole purpose of requesting that the tax office combine into one tax parcel the tract being conveyed hereinabove with his existing, adjoining tract that is also depicted on the aforementioned plat (Lot 1) and currently assigned tax parcel ID # 0400593

aw

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1204, Page 107 and Book 1206, Page 141, Wilkes County Registry.

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

A map showing the above described property is recorded in Plat Book 14, Page 34, Wilkes County Registry.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: EXCEPTIONS AS HEREINABOVE SET FORTH, IF ANY, AND SPECIFICALLY ANY AND ALL PUBLIC UTILITY AND STATE HIGHWAY COMMISSION EASEMENTS OF RECORD.

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

Grace Elizabeth A. Absher (SEAL)
Grace Elizabeth A. Absher

Steve Absher (SEAL)
Steve Absher

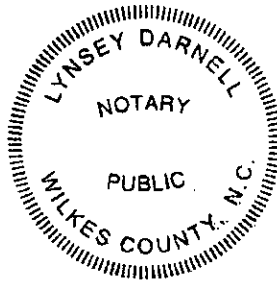
Jason Douglas Anderson (SEAL)
Jason Douglas Anderson

State of North Carolina - County of Wilkes

I, the undersigned Notary Public of the County and State aforesaid, certify that Grace Elizabeth A. Absher and husband, Steve Absher personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 3rd day of December, 2024.

My Commission Expires: 08/07/2027

(Affix Seal)



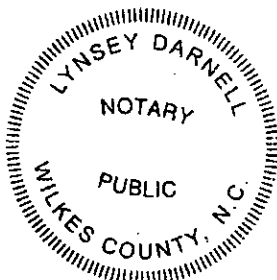
Lynsey Darnell Notary Public
Lynsey Darnell
Notary's Printed or Typed Name

State of North Carolina - County of Wilkes

I, the undersigned Notary Public of the County and State aforesaid, certify that Jason Douglas Anderson personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 3rd day of December, 2024.

My Commission Expires: 08/07/2027

(Affix Seal)



Lynsey Darnell Notary Public
Lynsey Darnell
Notary's Printed or Typed Name

Bethann chuck rd & Hose Rd
TOPOGRAPHIC / LAND SETTING: (check appropriate box)
 Slope Valley Flat Ridge Other

LATITUDE _____ " DMS OR 3X.XXXXXXXXXX DD
LONGITUDE _____ " DMS OR 7X.XXXXXXXXXX DD

Latitude/longitude source: GPS Topographic map
(location of well must be shown on a USGS topo map and attached to this form if not using GPS)

5. WELL OWNER

Jason Douglas Anderson
Owner Name

Bethann chuck rd
Street Address

Wilkesboro NC 28679
City or Town State Zip Code

(336) 838-3735
Area code Phone number

6. WELL DETAILS:

a. TOTAL DEPTH: 325

b. DOES WELL REPLACE EXISTING WELL? YES NO

c. WATER LEVEL Below Top of Casing: 60 FT.
(Use "+" if Above Top of Casing)

d. TOP OF CASING IS 1 FT. Above Land Surface*
*Top of casing terminated at/or below land surface may require a variance in accordance with 15A NCAC 2C .0118.

e. YIELD (gpm): 40 METHOD OF TEST Air

f. DISINFECTION: Type HTH Amount 1 cup

submit the original to the Division of Water Quality within
517 Mail Service Center - Raleigh, NC 27699-1617 Phone No

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

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

1. PARTIES; PROPERTY DESCRIPTION; PURCHASE PRICE; AND CLOSING.

(a) “Seller”: Jason Douglas Anderson

(b) “Buyer”: _____

(c) “Property”: Street Address: 1845 Hose Rd

City: Moravian Falls Zip: 28654 County: Wilkes, NC

Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____

Plat Book/Slide _____ at Page(s) _____ PIN/PID: _____

Other description: +/- 3.1 acres and home Also see 1407/206

Some or all of the Property may be described in Deed Book 1206 at Page 141

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

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

Mineral rights are are not included.

Timber rights are are not included.

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

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

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

\$ 5,000.00 EARNEST MONEY DEPOSIT as cash personal check official bank check wire transfer electronic transfer

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

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

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

(e) “Closing Date” (See paragraph 8 for details): ~~XXXXXXXXXX~~ April 7th, 2025

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



North Carolina Association of REALTORS®, Inc.

Buyer Initials _____ Seller Initials _____



STANDARD FORM 620-T

Revised 7/2024

© 7/2024

SAMPLE ONLY

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

2. FIXTURES:

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

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

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: none

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing:
"As Is fully furnished as seen in photos and on date of preview" Range, microwave, refrigerator, furniture

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

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

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

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

8. CLOSING: The closing shall take place on ~~XXXXXX~~ April 7th, 2025 (the “Closing Date”) unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to As Buyer Requests. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date (“Non-Delaying Party”) but it is not possible for the other party to complete Closing by the Closing Date (“Delaying Party”), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

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

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

11. **SELLER OBLIGATIONS:**

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

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

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

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

13. **OTHER PROVISIONS AND DISCLOSURES:**

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

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

OR

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

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

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

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

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

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

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

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

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

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

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

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

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

Owners' association website address, if any: _____

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

Owners' association website address, if any: _____

(f) **Other:**

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

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

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

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

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

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

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

20. **REMEDIES:**

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

DATE IS ONLY

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

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

BUYER:

_____(SEAL)

Date: _____

_____(SEAL)

Date: _____

Entity Buyer

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

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____(SEAL)

Date: _____

_____(SEAL)

Date: _____

Entity Seller:

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

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE ONLY

WIRE FRAUD WARNING

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

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

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

SAMPLE ONLY

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

Date _____

Escrow Agent: _____

By: _____
(Signature)

SELLING AGENT INFORMATION:

Sharon Roseman/Matthew Gallimore

Individual Selling Agent: _____ Real Estate License #: **229274/311692**

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

Individual Selling Agent Phone #: **8283204726** or **5402392585** Fax #: **8286357363** Email: **Info@Big6Properties.com or gallimore.matt@gmail.com**

Firm Name: **Big6 Properties/Blue Ridge Land & Auction**

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

Firm Mailing Address: **Po Box 99 Taylorsville NC 28681/Po 234 Floyd Va 24091**

NCAL Firm License #: **10467/10250**

LISTING AGENT INFORMATION:

Matthew Gallimore

Individual Listing Agent: **Sharon Childers Roseman** Real Estate License #: **229274 311692**

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

Individual Listing Agent Phone #: **5402392585** Fax #: **(828) 320-4726** Fax #: **(828) 635-7363** Email: **gallimore.matt@gmail.com sharoncroseman@gmail.com**

Firm Name: **Big 6 Properties /Blue Ridge Land & Au**

Acting as Seller's (sub)Agent Dual Agent

Firm Mailing Address: **Po Box 99 Taylorsville NC 28681/Po 234 Floyd Va 24091**

NCAL Firm License #: ~~CS1790~~ **10471/10299**

BID CALLER INFORMATION:

Sharon Roseman/Matthew Gallimore

Auctioneer (Bid Caller) Name: _____ NCAL License #: **10467/10250**

Sample

BUYER'S PREMIUM AGREEMENT AUCTION SALES

THIS AGREEMENT, between Bigle Properties / Blue Ridge Land Auction, Firm, and _____, Bidder, entered into this _____ day of _____, 20____, pursuant to the laws of the State of North Carolina, is based upon the mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property: 1845 Hose Rd, Moravian Falls, NC 28654 ("Property").

1. Firm is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of 10% (Ten Percent) upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

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

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

Bidder

Date

Bidder

Date

Entity Bidder:

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

By: _____

Date: _____

Name: _____

Title: _____

Firm

By: _____

Date: _____



COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": Jason Douglas Anderson
"Buyer":
"Property": 1845 Hose Rd, Moravian Falls, NC 28654

- 1. FEE: (Check Only One) [] Seller or [X] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [] 2 % of the gross sales price; [] A flat fee of \$; or, [] Other:
2. PAYMENT: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement.
3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or February 28, 20 25, unless the Fee has been earned prior to such date.
4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Form with signature lines for Listing Firm (Big 6 Properties, Sharon Childers Roseman), Selling Firm, Seller (Jason Douglas Anderson), and Buyer. Includes fields for Agent Name, Signature, and 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: 1845 Hose Rd, Moravian Falls, NC 28654

Owner's Name(s): Jason Douglas Anderson

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 JDA

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

- A1. Is the property currently owner-occupied? Yes No NR
 Date owner acquired the property: 2009, Dec. 4
 If not owner-occupied, how long has it been since the owner occupied the property? 2nd Home
- A2. In what year was the dwelling constructed? _____ NR
- A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)? Yes No NR
- 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: _____ NR
- A5. In what year was the dwelling's roof covering installed? 2019 NR
- A6. Is there a leakage or other problem with the dwelling's roof or related existing damage? Yes No NR
- A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab? Yes No NR
- 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? Yes No NR
- A9. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Foundation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Windows	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Attached Garage	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Slab	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Doors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Fireplace/Chimney	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Patio	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Ceilings	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Interior/Exterior Walls	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Floors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Deck	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Other: _____	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

**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.)? Yes No NR
- B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning? Yes No NR
- 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 [1 # of units] Year: 2012
- Baseboard [_____ # of bedrooms with units] Year: _____ Other: _____ Year: _____

Buyer Initials _____ Owner Initials JDA

Yes No NR

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

Central Forced Air: _____ Year: 2012 Wall/Windows Unit(s): _____ Year: _____
 Other: _____ Year: _____

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

Electricity Natural Gas Solar Propane Oil Other: _____

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

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

Yes No NR

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

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

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

Quality Pressure Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? 2014

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

Copper Galvanized Plastic Polybutylene Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) Gas: _____ Electric: 2012 Solar: _____ Other: _____

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

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

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

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

Date the septic system was last pumped: _____

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

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

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

Buyer Initials _____ Owner Initials JDA

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

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?

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

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

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

**SECTION G.
MISCELLANEOUS**

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

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

Buyer Initials _____ Owner Initials JDA

**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:  Date 12/19/24

Owner Signature: _____ Date _____

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

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 1845 Hose Rd, Moravian Falls, NC 28654

Seller: Jason Douglas Anderson

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.

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 or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

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.

Seller's Disclosure (initial)

JA (a) 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).

[x] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JA (b) 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).

[x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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



This form jointly approved by: North Carolina Bar Association's Real Property Section North Carolina Association of REALTORS®, Inc.

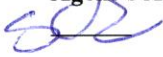


STANDARD FORM 2A9-T Revised 7/2021 © 7/2024

Buyer Initials _____ Seller Initials JA _____

Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)



(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: _____

Buyer: _____

Date: _____

Buyer: _____

Date: 12/9/24

Seller: *John Doyle Chula*

Date: _____

Seller: _____

Entity Buyer:

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

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Entity Seller

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

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Selling Agent: _____

Date: _____

Listing Agent: *Sharon C. Reo*

Date: 12/9/24



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

Table with 4 columns: Buyer Initials, Disclosure Statement, Yes, No, No Representation. Contains 6 rows of disclosures regarding mineral and oil/gas rights severance.

Note to Purchasers

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

Property Address: 1845 Hose Rd, Moravian Falls, NC 28654

Owner's Name(s): Jason Douglas Anderson

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: Jason Douglas Anderson Date 12/9, 24

Owner Signature: Jason Douglas Anderson Date 12/9, 24

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