



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 – Teresa P. Grimes and Jeffrey W. Parker

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, February 13th, 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 – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 0.389 Acres and Improvements; Parcel ID: 09226022; #1 & #2 TRIPLETT BLK 1 PB 2 PG 17

Address: 1518 Concord Ave., Monroe, NC 28112

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, February 13th, 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 **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, March 31st, 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **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.
- 18) **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).

- 19) **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.

- 20) **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
South Carolina Real Estate Sales Person License #	139344
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



Auction Services

Aerial

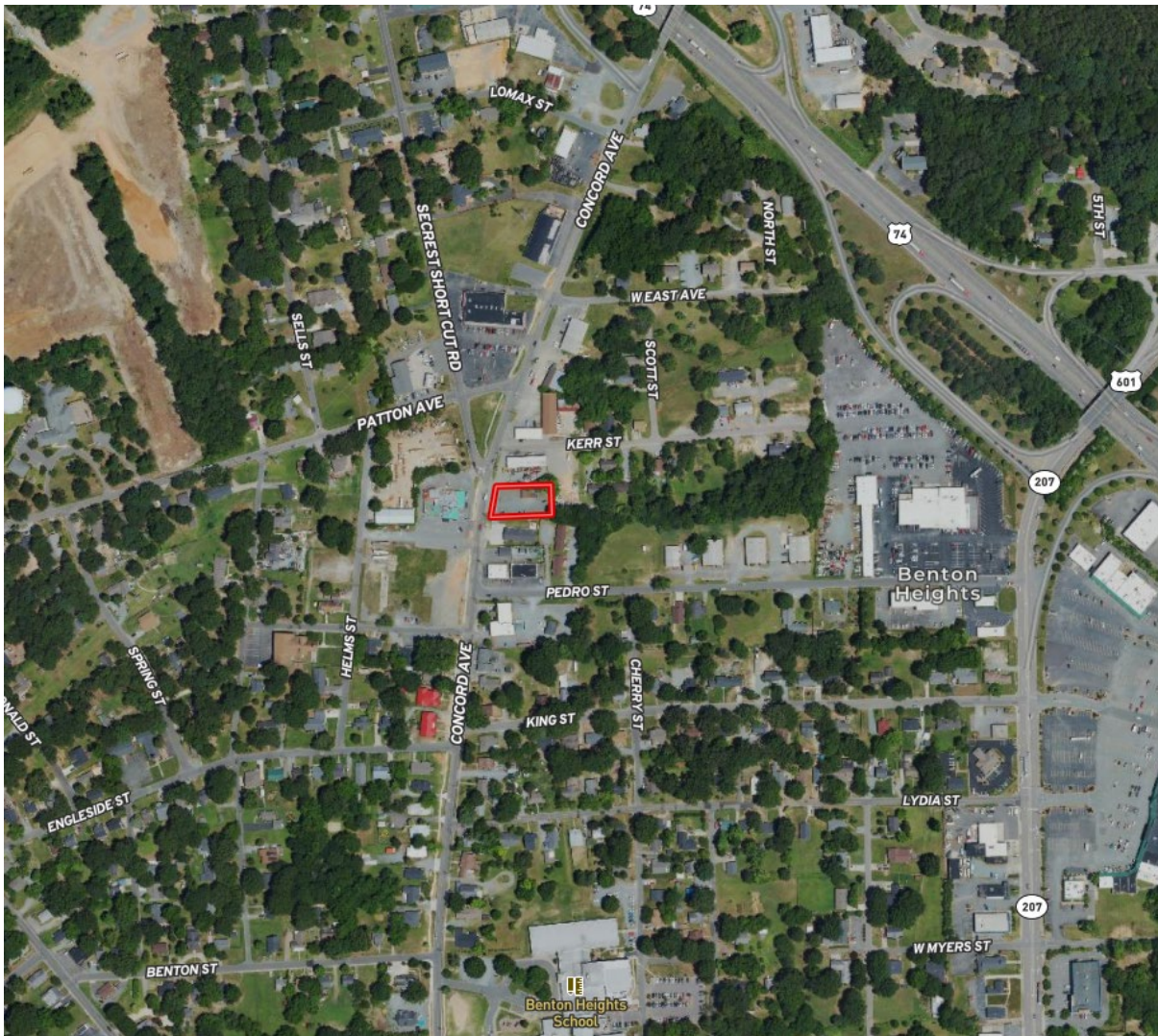


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

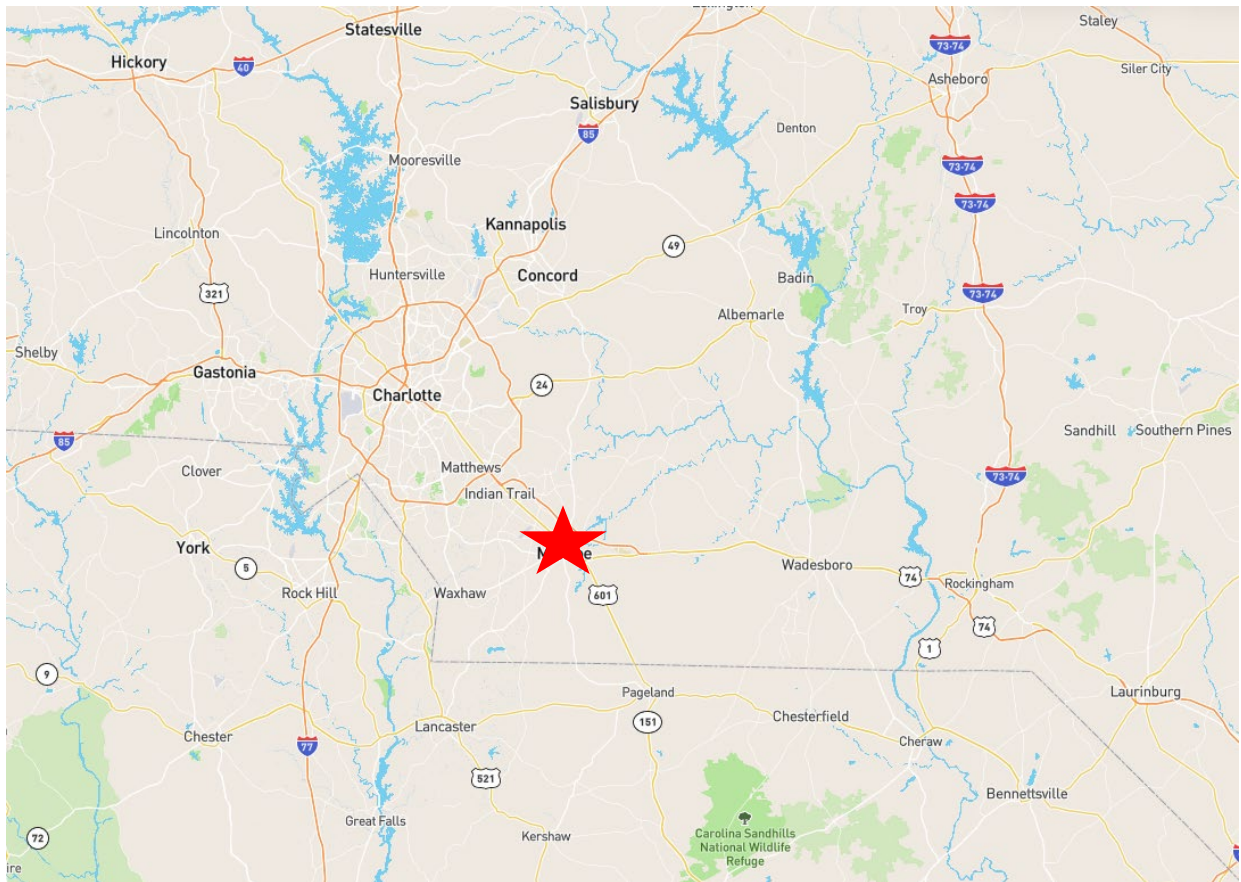
1518 Concord Ave.,
Monroe, NC 28110



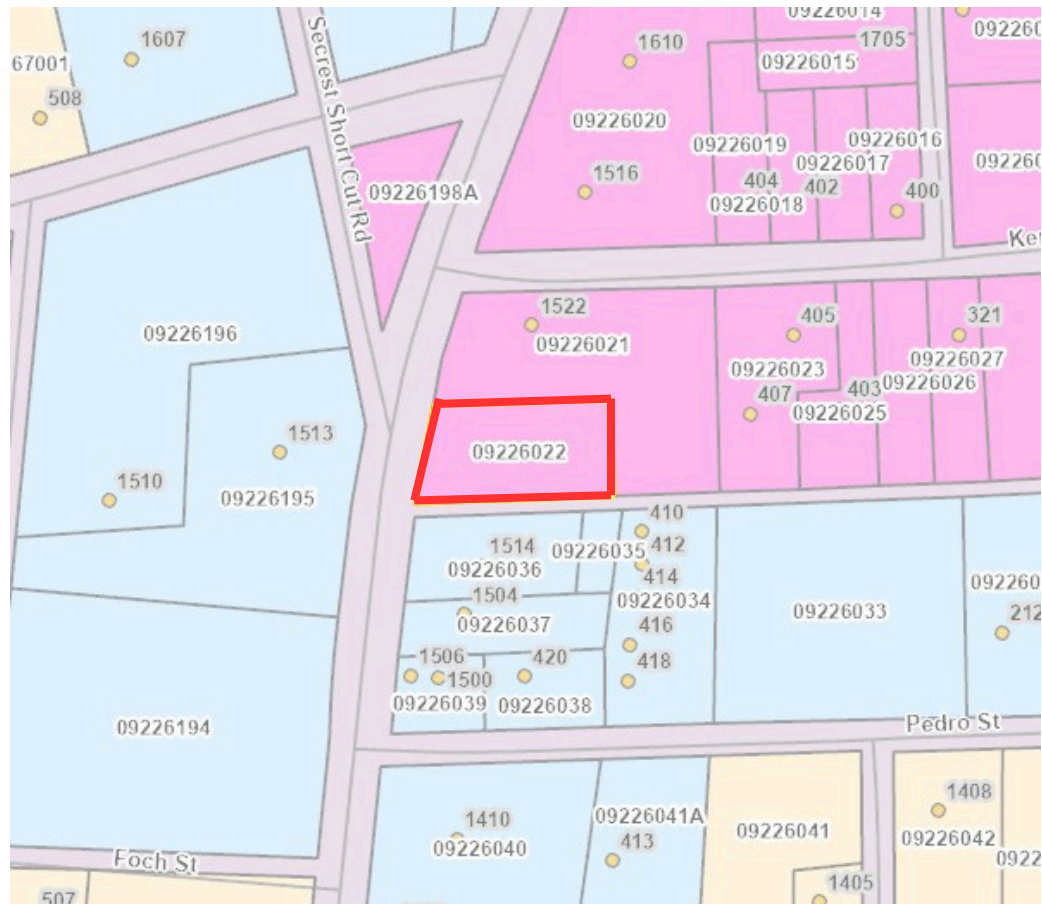
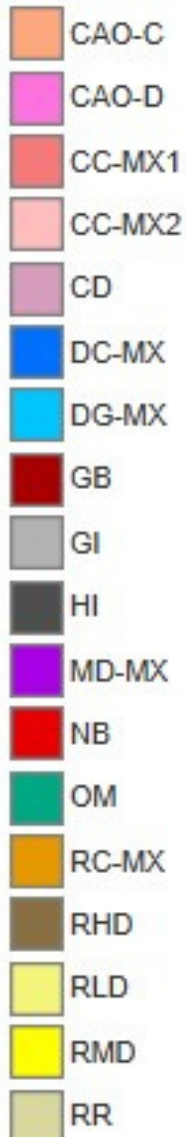


Location

1518 Concord Ave.,
Monroe, NC 28110



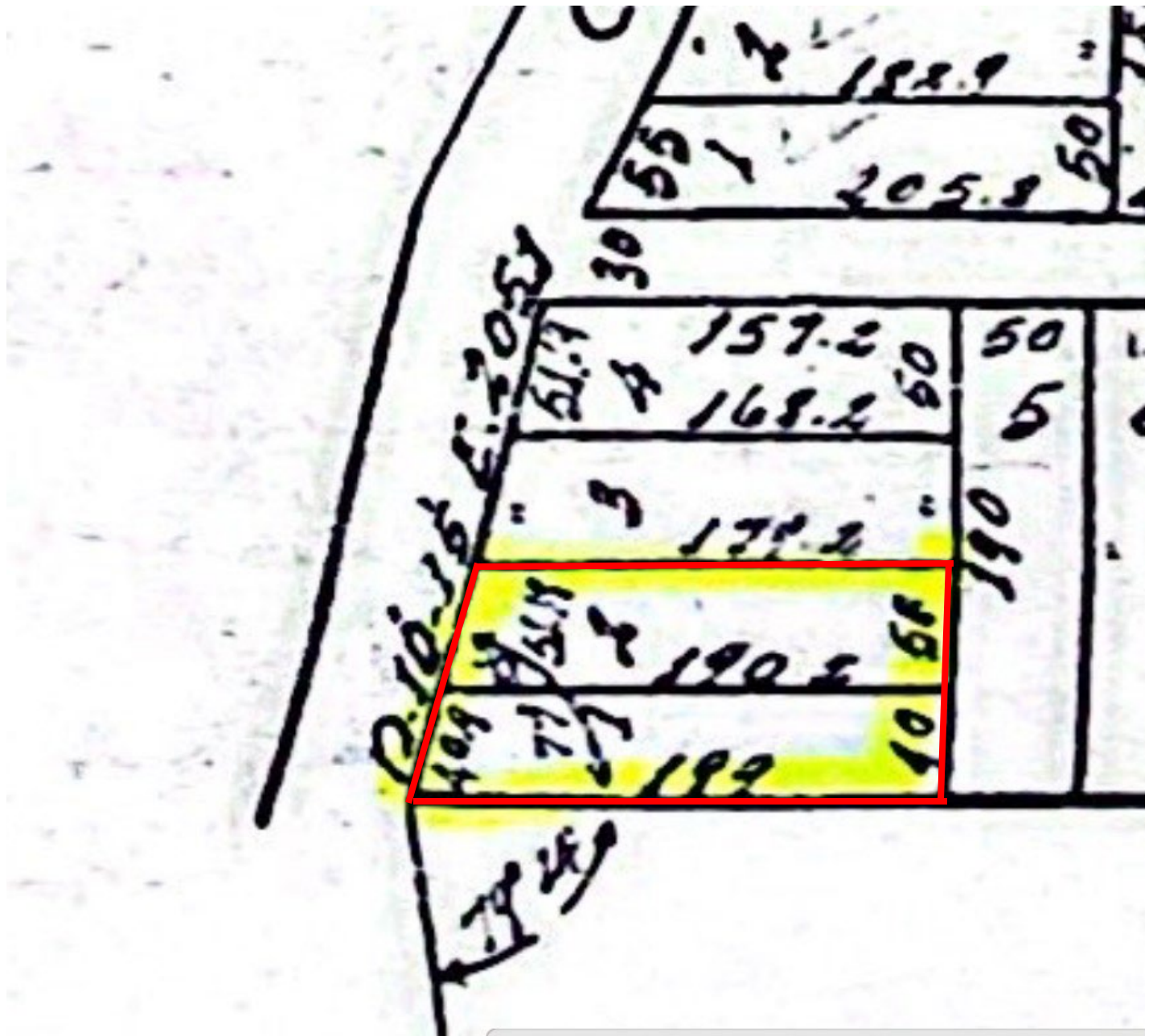
Zoning Map





Survey

Auction Services

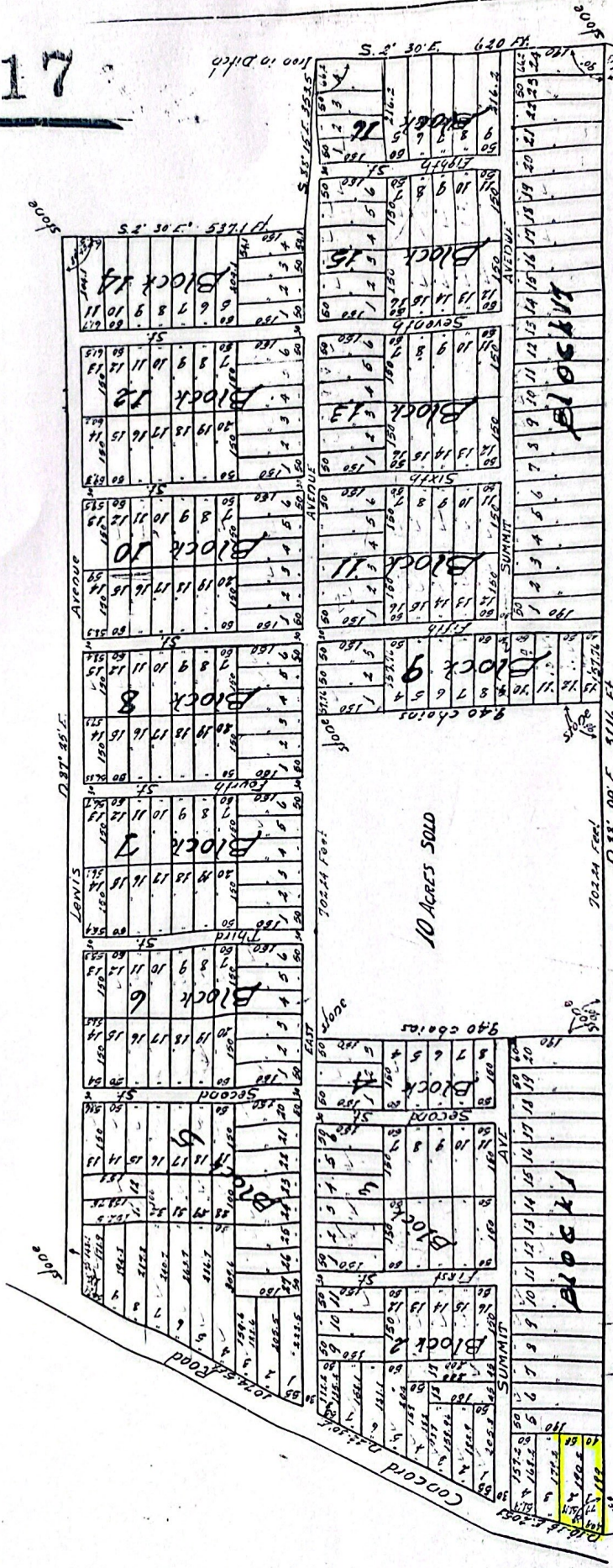


North
N
E

2-17

Page 17

MONROE ADDITION
PROPERTY OF
I. C. TRIPLETT
SITUATED IN
MONROE, UNION COUNTY, N.C.
SCALE 200 FT. PER INCH
1910



W. B. Trogdon Jr.
ENGINEER
Greensboro N.C.

Put on record
November 16, 1929
By Ralph M. Elliott, Monroe N.C.

To Court House
House spike

Parcel Number

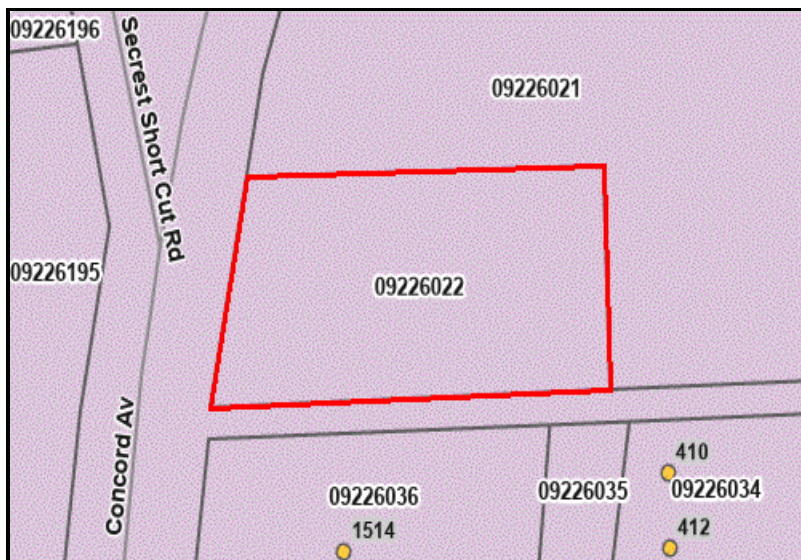
09226022

Owner

GRIMES
TERESA P PARKER JEFFREY W
TRUSTEE ET TRUSTEE
AL

Mailing Address

2514 QUAIL RUN RD
MONROE
NC, 28112



Account Information

Land Value	\$79,800.00	Description	#1 & #2 TRIPLETT BLK 1 PB2 PG17
Building Value	\$16,700.00	Situs Address	0 WHITE STORE RD
Total Value	\$96,500.00	Property Class	COMMERCIAL
Acreage	0.3890		

Sales Information

Sale Date	Sale Amount	Book & Page	Grantor
10/14/2023	\$0.00	W24E 0159	PARKER, WILMA L
06/05/2017	\$0.00	6945 546	PARKER JEFFREY W
05/01/2017	\$0.00	6923 609	PARKER VANN P & WILMA L

Location Information

Municipal Administration	Monroe	12 Mile Service Area	No
County Zoning Code	CITY	School	School Assignment Information
Zoning Administration	Monroe	Census Tract Number	204.04
ETJ		FEMA Panel	5435
Fire District	Monroe	FEMA Zone	
Soils	BuB		

Building Information [View Real Property Site](#)

Total Living Area	00
Year Build	0

District Voting Assignments (Jurisdictions)

Polling Place	IGLESIA DE DIOS (CHURCH OF GOD)	School District	1	Congressional District	9
Precinct District	#1	State House	55	Senate District	29

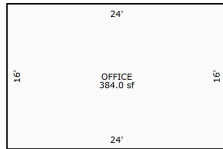
Union County - Property Information

Parcel Number 09226022
Tax Year 2024
Class 12 - COMMERCIAL
Physical Address 0 WHITE STORE RD MONROE NC
 28112
Deeded Acres 0.3890

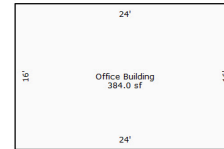
FMV 96,500
Exemption/Exclusion 0
Deferred 0
ASV 96,500
Tax Rate 0.5880
Total Tax \$567.42

Photos & Sketches

Converted Sketch



Converted Sketch



Imported File



Legal

Legal Description	Subdivision Name	Block	Lot	Deed Book	Deed Page
#1 & #2 TRIPLETT BLK 1 PB2 PG17					

Billing	
	Total
Tax Billed	\$567.42
Fire Fees Billed	\$0.00
Interest Billed	\$0.00
Fees Billed	\$0.00
Total Billed	\$567.42
Amount Paid	\$567.42
Total Unpaid	\$0.00
Date Paid	9/20/2024
Paid By	WILMA LEDBETTER PARKER ESTATE

Tax Due Amounts	
If paid in...	Amount due is...
December 2024	\$0.00

[Pay Taxes](#)

Tax Due amounts are for all unpaid years.
See Payment History section for year-by-year details.

No Exclusions

Payment History				
Tax Year	Total Due	Total Paid	Amount Unpaid	Date Paid
2024	\$567.42	\$567.42	\$0.00	9/20/2024
2023	\$567.42	\$567.42	\$0.00	9/22/2023
2022	\$567.42	\$567.42	\$0.00	10/18/2022
2021	\$567.42	\$567.42	\$0.00	1/3/2022
2020	\$630.76	\$630.76	\$0.00	9/4/2020

[Show 5 More \(12\)](#)

➔ Owner Information

OWNER GRIMES, TERESA P TRUSTEE ET AL
Mailing Address 2514 QUAIL RUN RD
 MONROE, NC 28112

OWNER PARKER, JEFFREY W TRUSTEE
Mailing Address 5114 S ROCKY RIVER RD
 MONROE, NC 28112

OWNER PARKER VANN P AND WILMA L
Mailing Address FAMILY TRUST,
 2514 QUAIL RUN RD
 MONROE, NC 28112

➔ Assessments

Year	Assessed Land	Assessed Building	Assessed Total
2024	79,800	16,700	96,500
2023	79,800	16,700	96,500
2022	79,800	16,700	96,500
2021	79,800	16,700	96,500
2020	68,100	18,200	86,300

Show 5 More (12)

➔ CAMA - Structure (1 of 2) - Real Estate

Property Class	Description	Total Finished Area	Year Built
RES - Residential	Outbuilding Only	0	0

Fencing

Fencing - Chain Link	500 Square Ft. Year Built: 1970
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Garages and Carports

Framed Garage - Attached	384 Square Ft. Year Built: 1984
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Canopies

Commercial Canopy - Average	288 Square Ft. Year Built: 1984
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Accommodations

Number of Family Rooms	0.00
Number of Rooms	0.00

☰ CAMA - Structure (2 of 2) - Real Estate

Property Class	Description	Total Finished Area	Year Built
COM - Commercial	Office	0	1984

Garages and Carports	
Framed Garage - Attached	384 Square Ft. Year Built: 1984

Canopies	
Commercial Canopy - Average	288 Square Ft. Year Built: 1984

Fencing	
Fencing - Chain Link	500 Square Ft. Year Built: 1970

Exterior Walls	
Default Walls	384 Sq.Ft.

Base Cost	
Base Cost	384 Sq.Ft.

Combined Depreciation	
Combined Depreciation	75 Percent

☰ Market Value Information

Year	Market Land	Market Building	Market Total
2024	79,800	16,700	96,500
2023	79,800	16,700	96,500
2022	79,800	16,700	96,500
2021	79,800	16,700	96,500
2020	68,100	18,200	86,300

Show 1 More (1)



BOOK 482 PAGE 107
RECORDED AND VERIFIED
Filed for record
Date: 10-23-90
Time 10:05 o'clock 4 M.
O'NEIL L. PLYLER, Register of Deeds
Union County, Monroe, North Carolina

NO TITLE EXAMINATION REQUESTED OR PERFORMED

Excise Tax \$12.50

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of, 19
by

Mail after recording to Grantees

This instrument was prepared by Robert L. Holland, P.A., P.O. Box 1001, Monroe, NC 28111-1001
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of October, 19 90, by and between

GRANTOR

GRANTEE

HENRY D. PARKER and wife,
DAISY M. PARKER

VANN P. PARKER and wife,
WILMA L. PARKER

2114 White Store Road
Monroe, NC 28110

a one-half undivided interest

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee; the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all ~~that~~ their one-half interest in and to that certain lot or parcel of land situated in the City of Monroe Township,

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

BEING Lots One (1) and Two (2) in Block One (1) of the I. C. Triplett Subdivision as shown by plat thereof recorded in Plat Book 2, Page 17, Union County Registry, and having a depth of 199 feet on the south side of Lot No. 1 and a depth of 179-1/2 feet on the north boundary of Lot No. 2 and fronting 91.28 feet on Concord Avenue and having a rear dimension of approximately ninety-one (91) feet.

By executing this deed grantors intend to and do hereby convey all their undivided one-half interest in the above described property to grantees thereby placing full ownership in grantees and creating a tenancy by the entireties.

The property hereinabove described was acquired by Grantor by instrument recorded in

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

TO HAVE AND TO HOLD the aforesaid ^{one-half undivided interest in and to said} lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Right of ways for roads and utilities which may border, cross or affect said property.

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

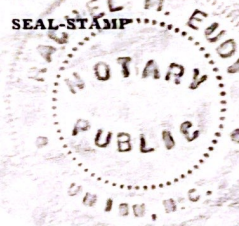
(Corporate Name)
By: -----

President
ATTEST: -----

Secretary (Corporate Seal)

USE BLACK INK ONLY

----- (SEAL)
Henry D. Parker
----- (SEAL)
Daisy M. Parker
----- (SEAL)
----- (SEAL)
----- (SEAL)



NORTH CAROLINA, Union County.

I, a Notary Public of the County and State aforesaid, certify that Henry D. Parker and wife, Daisy M. Parker Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12th day of October, 1990.

My commission expires: 4/28/92 Rachel M. Eady Notary Public

SEAL-STAMP

NORTH CAROLINA, ----- County.

I, a Notary Public of the County and State aforesaid, certify that -----

personally came before me this day and acknowledged that ----- he is ----- Secretary of ----- a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ----- President, sealed with its corporate seal and attested by ----- as its ----- Secretary. Witness my hand and official stamp or seal, this ----- day of -----, 19-----

My commission expires: ----- Notary Public

The foregoing Certificate(s) of Rachel M. Eady, Notary Public of Union Co., N.C.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

ONEIL L. PLYLER REGISTER OF DEEDS FOR Union COUNTY

By Jaffy L. Meadows Deputy/Assistant - Register of Deeds

SAMPLE

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by United Country Real Estate Blue Ridge Land & Auction ("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": Teresa P. Grimes, Jeffrey W. Parker
- (b) "Buyer": _____
- (c) "Property": Street Address: 1518 Concord Ave.
 City: Monroe Zip: 28112 County: Union, NC
 Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
 Plat Book/Slide _____ at Page(s) _____ PIN/PID: 09226022
 Other description: +/- 0.389 Acres and Improvements; #1 & #2 TRIPLETT BLK 1 PB 2 PG 17
 Some or all of the Property may be described in Deed Book W24E at Page 0159
 Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address.
 The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in paragraphs 2 and 3 below.

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

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

- (d) "Purchase Price": \$ _____ paid in U.S. Dollars upon the following terms:
 \$ 10,000.00 EARNEST MONEY DEPOSIT as cash personal check official bank check
 wire transfer electronic transfer
 \$ _____ BALANCE of the Purchase Price in cash at Closing (some or all of which may be paid with the proceeds of a new loan)

(i) Buyer must deliver the Earnest Money Deposit to United Country 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): March 31st, 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.



SAMPLE

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

2. FIXTURES:

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

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

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: _____

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

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

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

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

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

8. **CLOSING:** The closing shall take place on 03/31/2025 (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.

SAMPLE

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.

OR

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

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

SAMPLE

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)

Buyers Premium Addendum (Form 610)

(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: _____

(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.

SAMPLE

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]

Buyer Initials _____ Seller Initials _____

SAMPLE

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)

Teresa P. Grimes

Date: _____

_____ (SEAL)

Jeffrey W. Parker

Date: _____

Entity Seller:

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

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

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

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: United Country Blue Ridge Land & Auction

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____

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

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: United Country Real Estate Blue Ridge Land & Auction

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

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

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

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

Individual Listing Agent Phone #: (540)745-2005 Fax #: (540)745-4401 Email: gallimore.matt@gmail.com

Firm Name: United Country Real Estate Blue Ridge Land & Auction

Acting as Seller's (sub) Agent Dual Agent

PO Box 234

Firm Mailing Address: Floyd, VA 24091

NCAL Firm License #: 35716

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: Matthew Gallimore NCAL License #: 10250

**BUYER'S PREMIUM AGREEMENT
AUCTION SALES**

THIS AGREEMENT, between United Country Real Estate Blue Ridge Land & Auction, Firm,
and _____, Bidder,
entered into this 13th day of February, 2025, 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:
1518 Concord Ave., Monroe, 28112
("Property").

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

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

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

Bidder	Date
Bidder	Date
Entity Bidder:	
(Name of LLC/Corporation/Partnership/Trust/etc.)	
By: _____	Date: _____
Name: _____	Title: _____
United Country Real Estate Blue Ridge Land & Auction	
Firm	
By: _____	Date: _____

