

AUCTION & REAL ESTATE INFORMATION

TBD Yankee Run | Marion, North Carolina 28752

±6.43 ACRES - MCDOWELL COUNTY, NC

Online auction of approximately 6.43 acres in the Winding Stairs area of McDowell County, North Carolina. The bidder packet includes aerial, contour, survey, deed, restrictive covenant, road-maintenance and county tax information.

Auction Date	Thursday, November 5, 2026 at 4:00 PM (EST)
Buyer's Premium	10% added to the high bid
Deposit Amount	\$2,500 non-refundable earnest money deposit due within 48 hours
Closing Date	On or before Monday, December 21, 2026

PROPERTY INFORMATION

Property	±6.43 acres Property ID 1821-00-94-1613
Address	TBD Yankee Run, Marion, NC 28752
Use	SFR, Mountainview (county tax card)
Deed / Restrictions	DB 895 PG 845 Restrictions: Book 557 PG 446

PROPERTY / RECORD NOTES

- Auction offering: approximately 6.43 acres; Property ID 1821-00-94-1613; Deed Book 895, Page 845. County records identify the land use as SFR, Mountainview.
- The deed describes multiple lots in the Winding Stairs Historical Log Home Community and makes the property subject to restrictions recorded in Book 557, Page 446 and easements/rights of way shown on Plat Book 5A, Page 27.
- Restrictive covenants in the packet provide for residential use, architectural approval, a minimum 1,200 sq. ft. dwelling, setbacks and other construction/use requirements. Buyers should review the full recorded restrictions.
- Aerial and contour mapping show wooded, sloping mountain acreage with frontage/access along Yankee Run and nearby private roads. Map boundaries are approximate; refer to recorded plats and deed documents.
- Seller disclosure notes private roads and reciprocal road rights/maintenance obligations and indicates utilities are available in the neighborhood. The disclosure lists "0 Yankee Run, Newland, NC 28657," while the auction materials use TBD Yankee Run, Marion, NC 28752; buyers should verify addressing and access.

AUCTION TERMS - KEY POINTS

- Online-only seller confirmation auction; all bids are subject to Seller approval/reserve. Bidding closes Thursday, November 5, 2026 at 4:00 PM (EST).
- Soft Close: a bid received within the final 2 minutes extends bidding 2 minutes; each bid during an extension restarts the 2-minute period.
- 10% buyer's premium is added to the high bid. \$2,500 non-refundable earnest money deposit is due within 48 hours following the close of auction.
- No financing contingency. Seller will convey by general warranty deed. Closing is on or before December 21, 2026; possession is given at closing after payment in full and transfer of title.
- Property is sold As-Is, Where-Is and is subject to easements/restrictions of record. Seller will not provide an additional survey; any buyer-requested survey is at buyer expense and is not a contingency. Property is subject to sale prior to auction.

PREVIEW / CONTACT

- Bidders should personally inspect the property before bidding. Inspections are the bidder's responsibility; schedule with the Auction Company at (540) 745-2005, Matt Gallimore at (540) 239-2585, or Sharon Roseman at (828) 320-4726.

DISCLAIMER

All information is taken from the bidder packet and records included therein and is believed accurate but is not guaranteed. Buyers should verify acreage, address, access, restrictions, road maintenance, permitted uses, utilities, easements and boundaries prior to bidding.



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 – Katie Hudson Purgason and Julie Johanne Hudson

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

AUCTION DATE – Thursday, November 5th, 2026 at 4PM

*** 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 Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) 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:

+/- 6.43 Acres; Property ID #1821-00-94-1613; DB 00895 PG 0845

Address:

TBD Yankee Run, Marion, NC 28752

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, Thursday, November 5th, 2026 at 4PM (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. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 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 or Auctioneer Sharon Roseman at (828) 320-4726.
- 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 & Auction/Big6 Properties** 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 \$2,500 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice 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, December 21st, 2026**. 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 & Auction/Big6 Properties, 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.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per North Carolina Administrative Code: 21 NCAC 04B .0605 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. 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

**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

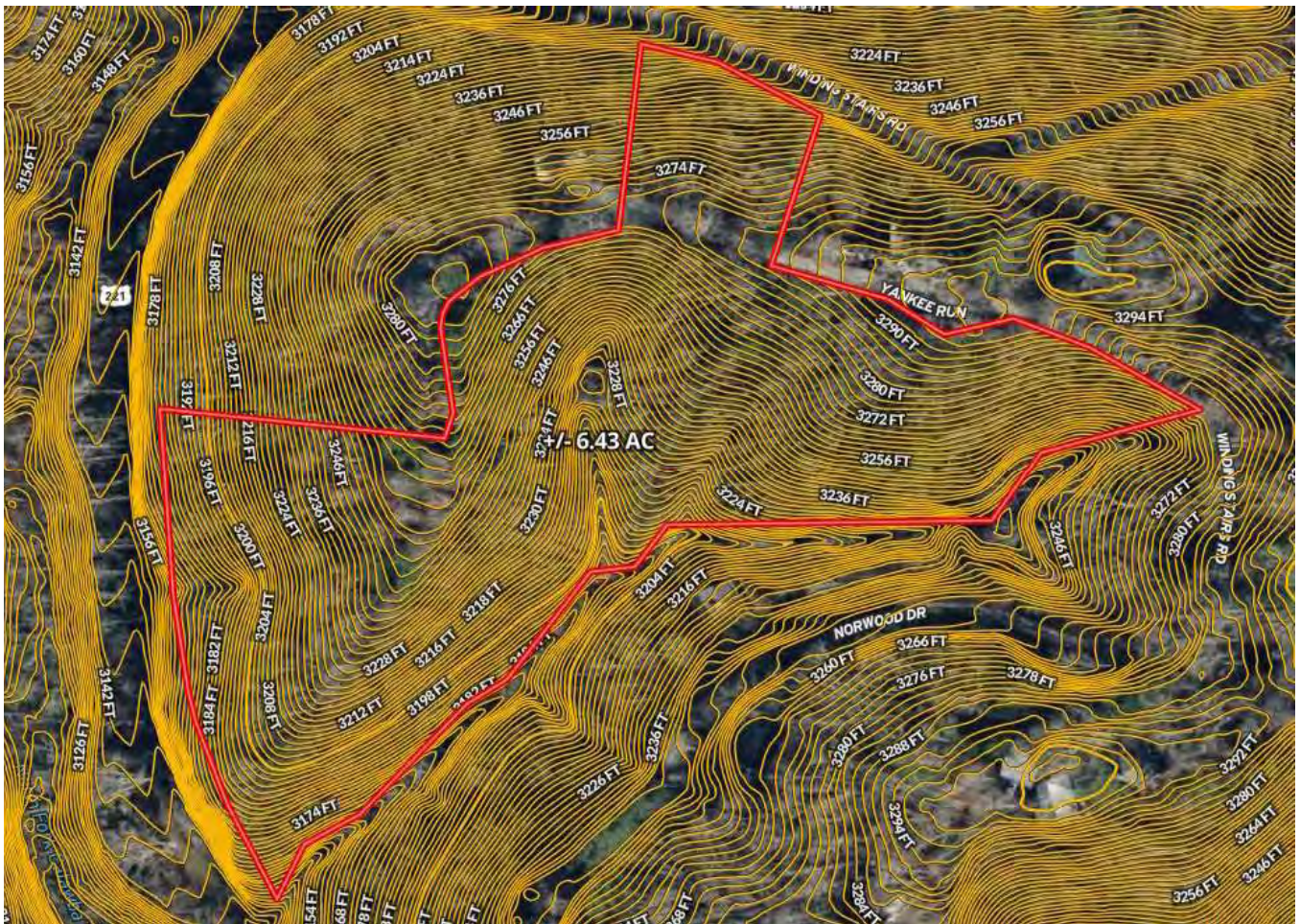


Aerial



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

Contour

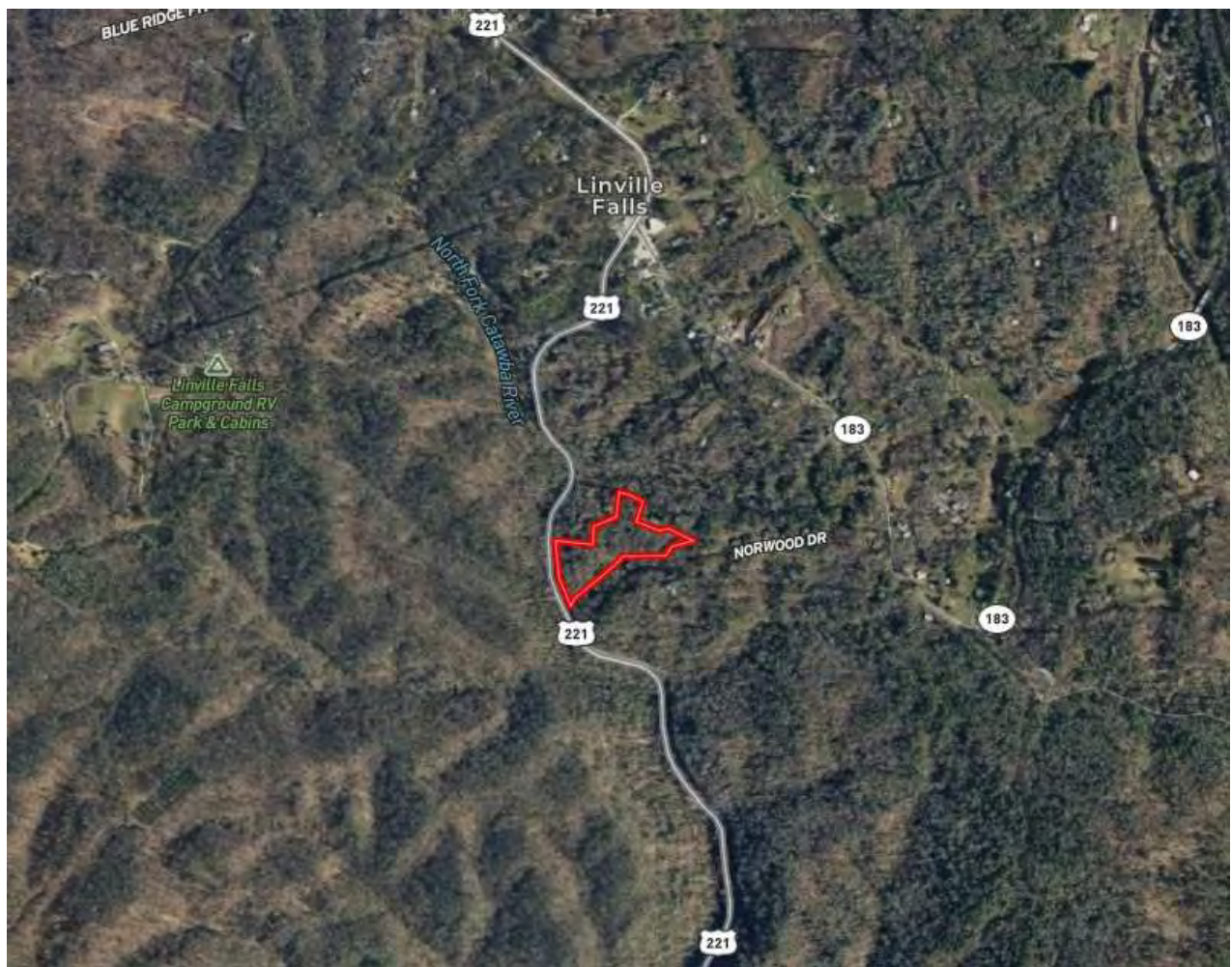


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.****



Neighborhood

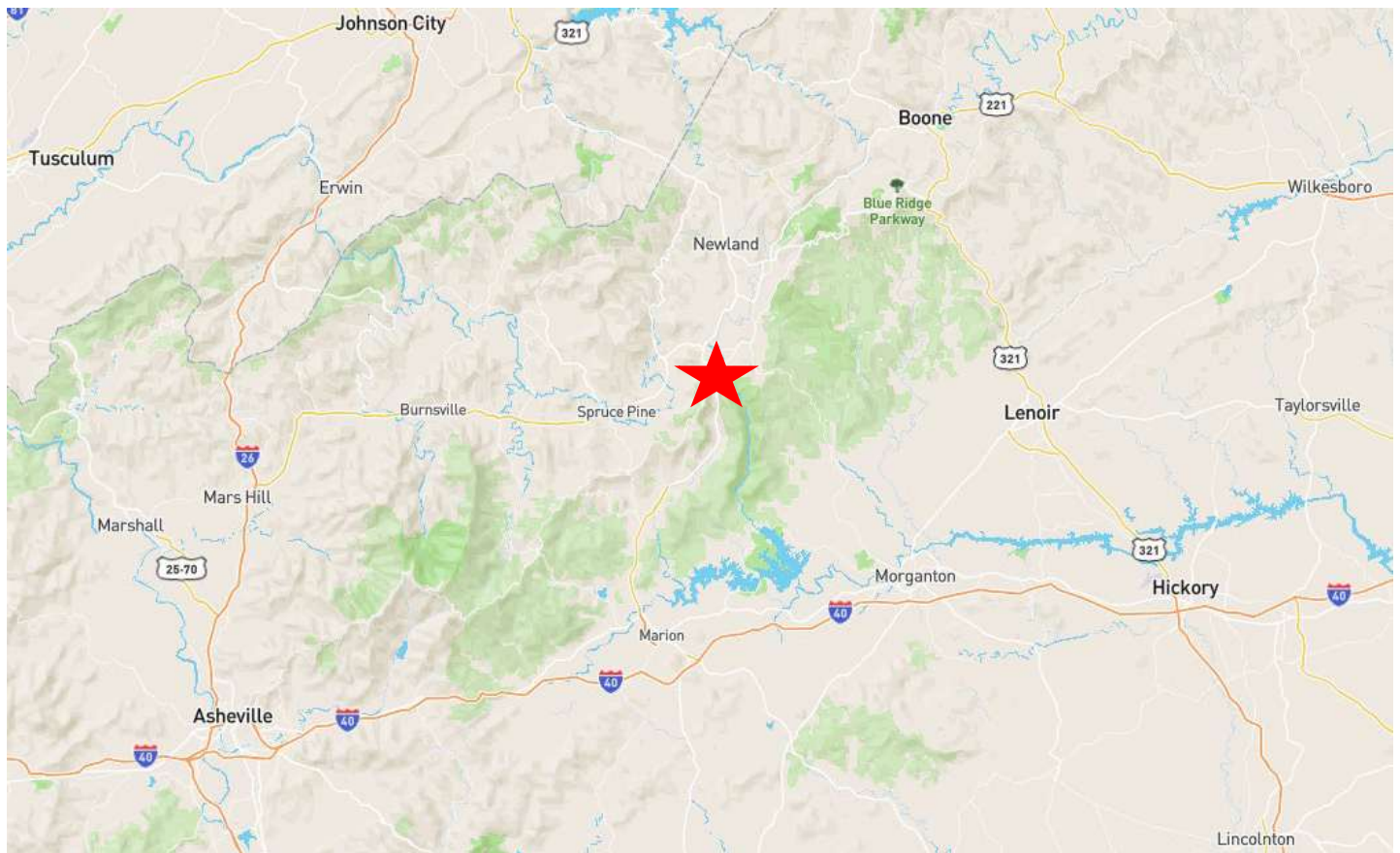
TBD Yankee Run,
Marion, NC 28752





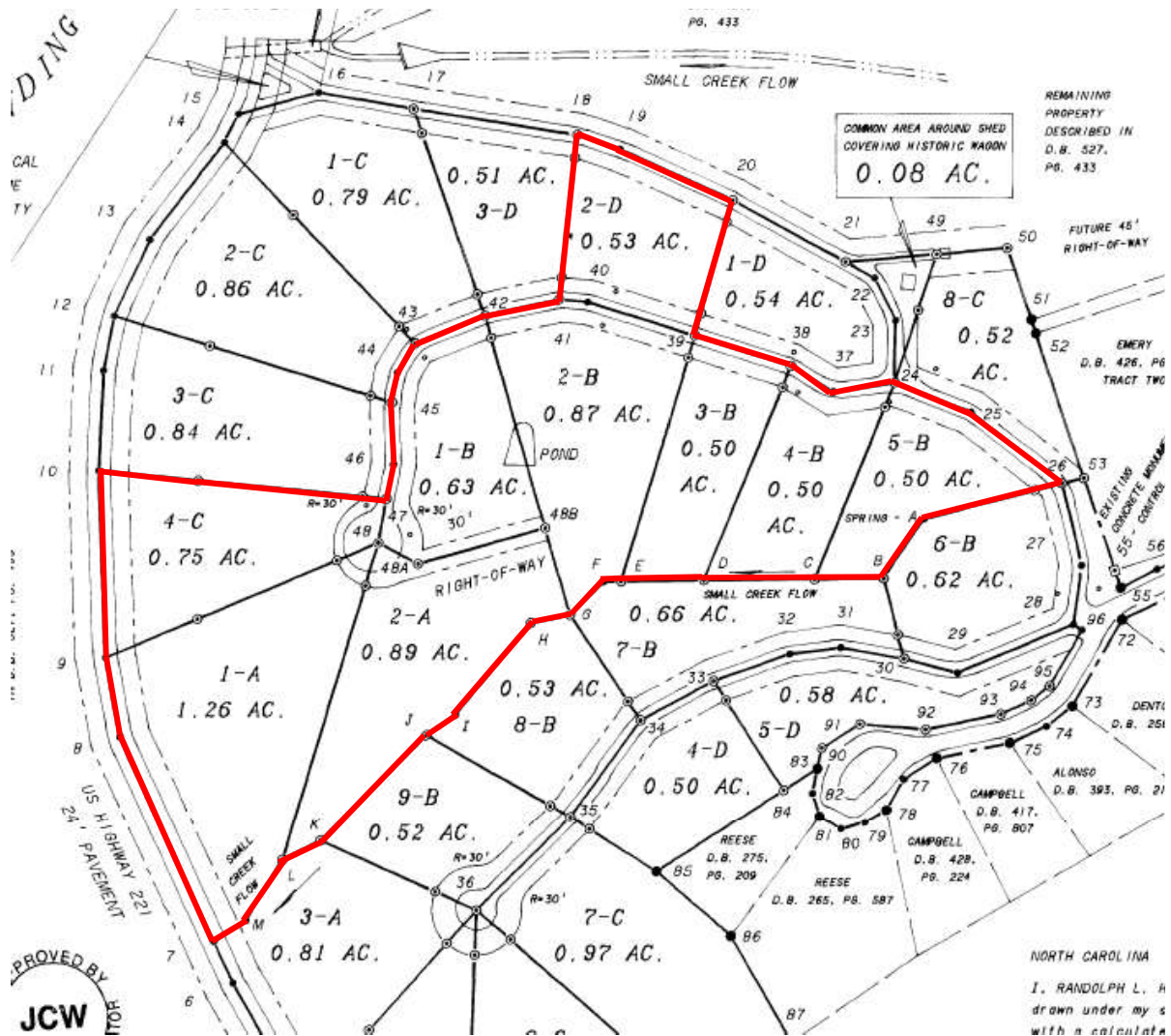
Location

TBD Yankee Run,
Marion, NC 28752



Survey

+/- 6.43 ac



2006009031


 MCDOWELL CO, NC FEE \$20.00
 STATE OF NC REAL ESTATE EXT
\$316.00
 PRESENTED & RECORDED:
 12-01-2006 09:12:16 AM
 Patricia A. Reel
 REGISTER OF DEEDS
 BY: LENA BAKER
 DEPUTY REGISTER OF DEEDS
BK:CRP 895
PG:845-847

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$ 316.00

Parcel Identifier No. 1821 - 00 - 94 - 1613 Verified by _____ County on the _____ day of _____, 20____
 By: _____

P.O. Box 2507, Hickory, NC 28603
 Mail/Box to: John W. Crone, III, Gorham, Crone, Green & Steele, LLP, 27 First Avenue, NE, Hickory, NC 28601

This instrument was prepared by: Gorham, Crone, Green & Steele, LLP, 27 First Avenue, NE, Hickory, NC 28601Brief description for the Index: LT 1A,2A,1B,2B,3B,4B,5B,1C,3C,4C,2D, WINDING STAIRS HISTORICAL LOG HOMETHIS DEED made this 30th day of November, 2006 by and between

GRANTOR

First-Citizens Bank & Trust Co
 1128 South Tryon Street, Suite 300
 Charlotte, NC 28202

GRANTEE

Katie Purgason
 241 Jennings Lane
 Taylorsville, NC 28681



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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of North Cove, North Cove Township, McDowell County, North Carolina and more particularly described as follows:

See Attached

DEA 12/01/06
 APPROVED TO RECORD
 TAX DEPARTMENT

The property hereinabove described was acquired by Grantor by instrument recorded in Book 838 page 828.A map showing the above described property is recorded in Plat Book 5A page 27.

NC Bar Association Form No. L-6 © 1977, 2002

Printed by Agreement with the NC Bar Association - 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

31

Exhibit "A" Description

For

Katie Purgason

CRP 895 846

BEING Lot Nos. 1A, 2A, 1B, 2B, 3B, 4B, 5B, 1C, 3C, 4C, and 2D of Winding Stairs Historical Log Home Community, as shown on that plat recorded in Plat Book 5A at Page 27 in the Office of the Register of Deeds for McDowell County, North Carolina.

This conveyance is made SUBJECT to the Restrictions recorded in Book 557a t Page 446 in the Office of the Register of Deeds for McDowell County, North Carolina.

This conveyance is also made SUBJECT to any easements of record and rights of way as shown on Plat Book 5A at Page 27 in the Office of the Register of Deeds for McDowell County, North Carolina.

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 has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions: Restrictive Covenants recorded in Book 557 at Page 446; Book 557 at Page 443; Book 452 at Page 290; Book 302 at Page 875; and Book 301 at Page 876, McDowell County Registry, and all street and utility easements and rights of way

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

First-Citizens Bank & Trust Co
(Entity Name)
By: _____ (SEAL)
Title: President Sr. Vice President
By: _____ (SEAL)
Title: _____
By: _____ (SEAL)
Title: _____

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____
_____ 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
_____ day of _____, 20__.

My Commission Expires: _____

Notary Public

State of North Carolina - County of Mecklenburg
I, the undersigned Notary Public of the County and State aforesaid, certify that Gregory A. Jones
_____ personally appeared before me this day and acknowledged that he is the Sr. Vice President of
_____ First-Citizens Bank & Trust Co, a North Carolina or
_____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and
that the foregoing instrument was duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and
deed. Witness my hand and Notarial stamp or seal, this 27th day of _____ November, 2006

My Commission Expires: Dec. 1, 2006

Karla M. Russell
Notary Public Karla M. Russell

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____
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.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

Patricia A. Reel
Register of Deeds

Mcdowell County Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail preelmcdowell@titlesearcher.com



Filed For Registration: 12/01/2006 09:12:16 AM

Book: CRP 895 Page: 845-847

Document No.: 2006009031

DEED 3 PGS 336.00

Recorder: LENA BAKER

State of North Carolina, County of McDowell

Filed for registration and Duly Recorded this 1ST day of DECEMBER 2006.

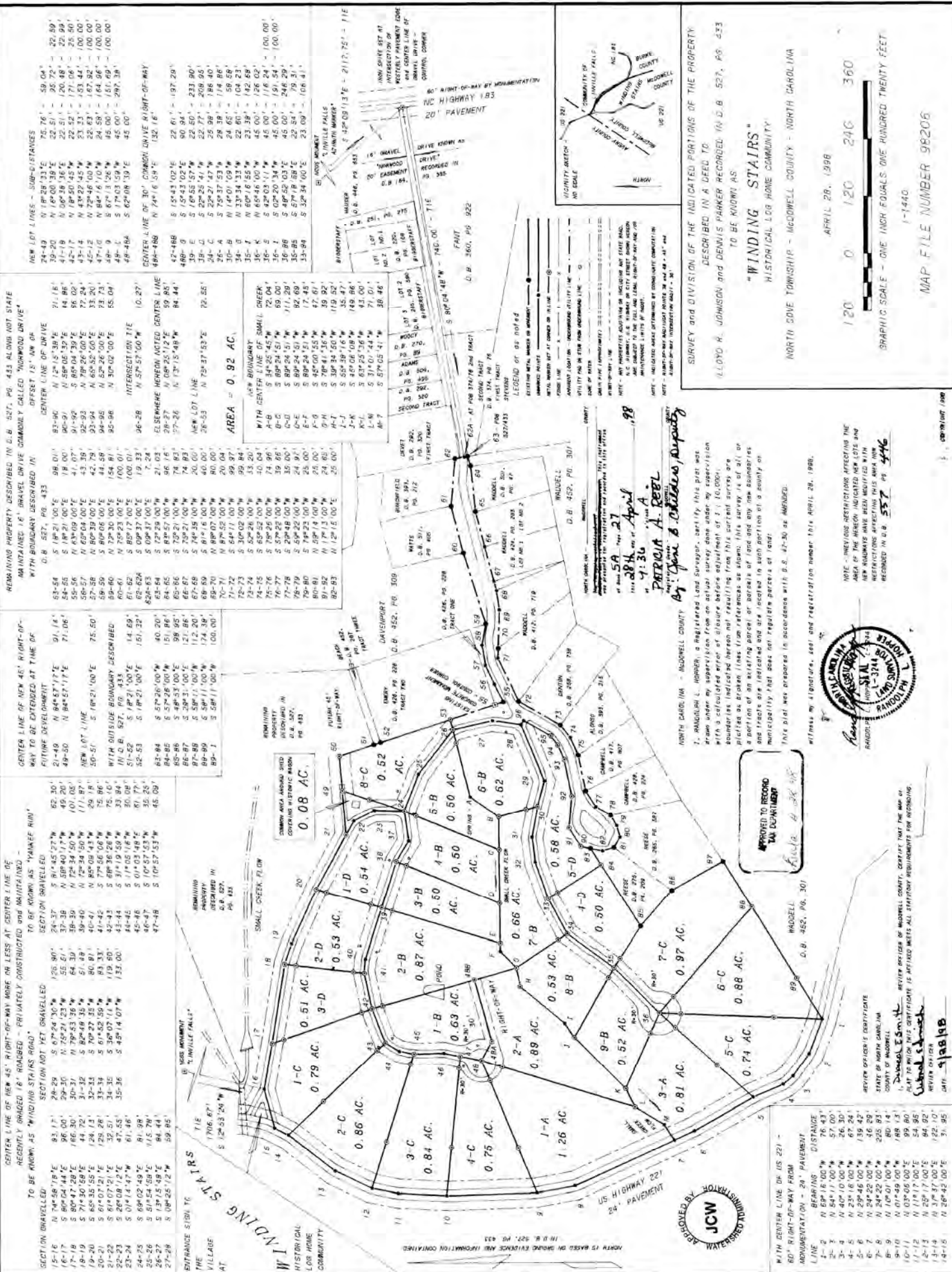
PATRICIA A. REEL, REGISTER OF DEEDS

Lena Baker

By: _____
DEPUTY REGISTER OF DEEDS

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.



1490

FILED NO.

557 446

APR 28 9 33 AM '98

NORTH CAROLINA
MCDOWELL COUNTY

PATRICIA A REEL
REGISTER OF DEEDS
MCDOWELL COUNTY, NC

DECLARATION OF COVENANTS,
RESERVATIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, RESERVATIONS and RESTRICTIONS made on the 26th day of March, 1998, by LLOYD R. JOHNSON and wife, SHERIA C. JOHNSON and DENNIS PARKER and wife, GEORGIA PARKER, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in McDowell County, North Carolina, which is more particularly described by plat thereof recorded in Plat Book 54, at page 27 in the McDowell County Public Registry.

NOW, THEREFORE, Declarant hereby declares that all of the property described on said plat shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the property that the property is hereby subject to restrictions as to the use thereof as set out herein. These restrictions shall be binding and effective for such period of time as is set forth herein.

DECLARATION OF RESTRICTIONS

FOR

THE VILLAGE AT WINDING STAIRS

McDowell County, North Carolina

DECLARATION OF RESTRICTIONS

1. No building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Declarant or their successors and assigns. Refusal of approval of plans, location or specifications may be based by the Declarant upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations may be made in such plans after approval by the Declarant is given except by and with the written consent of the Declarant. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant. One copy of all plans and related data shall be furnished to the Declarant for its records.
2. No building shall be located closer than twenty (20) feet to the street line and not closer than fifteen (15) feet to the adjoining property line. In order to assure that houses will be located with regard to the topography of each individual lot, the "Declarant" reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon any lot or building plot consisting of more than one lot, provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.
3. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or building due to strikes, fires, national emergencies or natural calamities. Antique hand-hewn logs, as long as available, must be used. Otherwise, declarant must approve of any other exterior materials.
4. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any other lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story

accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. All dwellings constructed on any lot shall contain at least 1,200 square feet of heated floor space.

5. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory kitchen.

6. It shall be the responsibility of each lot owner to prevent the development of unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

8. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow upon any lot to the height of two (2) feet, (except as part of a landscaping plan approved by the Declarant) and on request fail to have the premises cut within thirty (30) days, agents of the Declarant may enter upon said land to remove the same at the expense of the owner; provided, however, that such expense shall not exceed Ten (\$10.00) Dollars annually. The Declarant may likewise enter upon said land to remove any trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot; provided, however, that such expense shall not exceed Fifteen (\$15.00) Dollars annually. This provision shall not be construed as an obligation on the part of the Declarant or the Association to provide garbage or trash removal services.

9. No commercial signs, including "For Rent", "For Sale", and other similar signs, shall be erected or maintained on any lot except with the written

permission of the Declarant or except as may be required by legal proceedings, it being understood that the Declarant will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Declarant.

10. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Declarant. No parked junked vehicles shall be parked or allowed to remain on any lot.

11. Each lot owner shall provide receptacles for garbage, in screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Declarant.

12. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, and the Declarant may further cut drainways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. The Declarant guarantees that in exercising the rights

of this easement that no water, sewer, or power lines shall be located in an area more than ten (10) feet from the property line.

13. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

14. No trailer, tent, metal storage building or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

15. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed within the main dwelling house, within the accessory building, or buried underground.

16. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of the Declarant, unless located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction without the consent of the Declarant.

17. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to re-plat any two (2) or more lots shown on the plat of any said subdivision prior to their sale in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

18. It is agreed that as soon as a sufficient number of lots have been sold in this development a property owners' association to be known as The Village At Winding Stairs Property Owners' Association shall be formed with one membership for each property owner and that this Association in conjunction with the Declarant shall establish reasonable annual assessment

charges for road maintenance and maintenance of the trails and recreational areas.

19. Duty to Insure: (A) Property Owners. Each Property Owner shall insure his buildings for their replacement value against loss by fire or other hazards. (B) Repair or Replacement of Damaged or Destroyed Property. In the event of damage or destruction by fire or other casualty to any building, the owner of such building shall, within thirty (3) days of the receipt of the insurance proceeds paid pursuant to an insurance policy covering such building but in no event later than six (6) months from the date of such damage or destruction either (i) commence reconstruction of the damaged or destroyed building, or; (ii) clear the tract upon which the damaged or destroyed building is located of all debris and reseed the entire tract. In the event: (i) restoration of the building is commenced but is terminated before completion of the building and such termination continues for a period of at least ninety (90) days; or (ii) the tract is not cleared of debris within thirty (30) days after commencement of clearance of the tract; or (iii) restoration or commencement of clearance of the tract does not occur within said six (6) month period, Declarant shall have the right to clear the tract of debris and reseed the tract. The cost of such repairs shall be an expense attributable to the tract and becomes an immediately due and payable special assessment against the tract collectible in the same manner as any other assessment.

In the event a tract shall be cleared and reseeded, then it shall be the obligation of the owner of such tract to continue to maintain the tract.

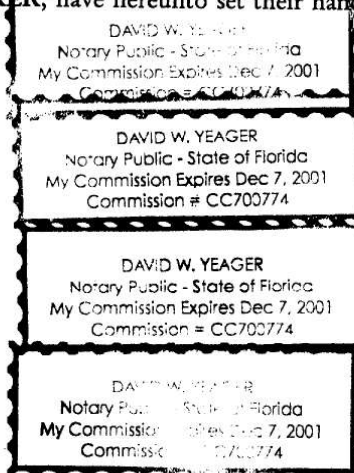
All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from December 1, 1997, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms

hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Sheria C. Johnson and Georgia Parker (spouses of Declarant) join in this agreement but are not to be considered Declarant for purposes of this agreement.

IN TESTIMONY WHEREOF, the Declarant, LLOYD R. JOHNSON and DENNIS PARKER, have hereunto set their hands and seals, the day and year first above written.



Lloyd R. Johnson (SEAL)
LLOYD R. JOHNSON

Sheria C. Johnson (SEAL)
SHERIA C. JOHNSON

Dennis Parker (SEAL)
DENNIS PARKER

Georgia Parker (SEAL)
GEORGIA PARKER

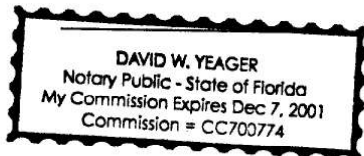
NORTH CAROLINA
McDOWELL COUNTY

I, a Notary Public do hereby certify that this day personally appeared before me LLOYD R. JOHNSON and wife, SHERIA C. JOHNSON and acknowledged the due execution of the foregoing Declaration for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 26 day of March, 1998.

[Signature]
NOTARY PUBLIC

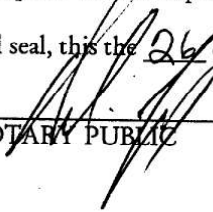
My Commission Expires:



NORTH CAROLINA
McDOWELL COUNTY

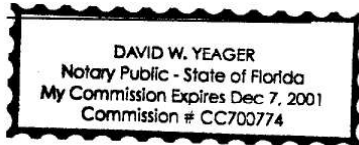
I, a Notary Public do hereby certify that this day personally appeared before me
DENNIS PARKER and wife, GEORGIA PARKER and acknowledged the due execution
of the foregoing Declaration for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 26 day of March, 1998.



NOTARY PUBLIC

My Commission Expires:



NORTH CAROLINA

MCDOWELL COUNTY

The foregoing certificates of DAVID W. YEAGER, NOTARY PUBLIC are certified to be
correct. Filed for registration at 9:33 AM this 28th day of April, 1998 in Book 557
Page 446.

PATRICIA A. REEL
REGISTER OF DEEDS

BY



DEPUTY

2019005802

MCDOWELL COUNTY NC FEE \$26.00

PRESENTED & RECORDED

11/22/2019 12:38:04 PM

TONIA R HAMPTON

REGISTER OF DEEDS

BY: HOLLY M. DAVIS

DEPUTY REGISTER OF DEEDS

BK: CRP 1293

PG: 686 - 688

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 22 day of November, 2019 by and between Willie Turner Wood, Jr. (borrower), of 70 Yankee Run, Marion, North Carolina 28752 (subject property address), and Caro Federal Credit Union, its successors and/or assigns, (Lender).

WHEREAS, borrowers wish to provide for maintenance of the road known as 70 Yankee Run (street name), in McDowell County, North Carolina (State), described on "EXHIBIT A" attached hereto and made a part hereof, and

WHEREAS access to the property is available privately and not currently maintained by any public entity, and

WHEREAS borrowers wish to provide for maintenance of the road from their property to the nearest publicly maintained road,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

THAT the borrowers do hereby intend and declare to maintain in good and substantial repair, an all-weather surfaced private road from the property described to the nearest publicly maintained road, and

THAT this Agreement shall encumber and run with the land, and continue for the term of the loan made by Caro Federal Credit Union, ISAOA/ATIMA recorded simultaneously herewith or immediately prior hereto, into perpetuity until such a time as the road may be publicly dedicated and maintained by the public entity, and

THAT the borrowers shall be liable for all expenses for repair and maintenance of the above referenced road(s), and in the event the borrowers fail to adequately maintain or repair said road, the Lender, its successors and/or assigns, after reasonable notice to the borrowers, may enforce this Agreement by all remedies available to it, at law or in equity, including but not limited to, a suit for breach of contract, damages, and/or the placement of a lien against the property for any amounts paid by Lender in order to repair or maintain the road as required. If legal action is taken to enforce this Agreement, the successful party shall be entitled to be reimbursed for reasonable and necessary costs incurred, including attorney fees, and

THAT invalidation of any provision of this Agreement shall in no way effect any other provision contained herein, which shall remain in full force and effect, and

THAT, upon execution by the borrowers, this Agreement shall be recorded in the land record of the city or county where the subject property is located.

WITNESS the following signatures and seals:

Willie Turner Wood, Jr.
*** (Borrower)

STATE OF NORTH CAROLINA

CITY/COUNTY OF Avery, to-wit:

The foregoing was acknowledged before me by WILLIE TURNER WOOD, JR. this 22 day of November, 2019.

Donetta K. McKinney
Notary Public

My Commission Expires: 8-5-22

Registration No. _____

Donetta K McKinney
Notary Public
Avery County, NC
My Commission Expires 8-5-22

EXHIBIT "A"
LOT 3-D WINDING STAIRS

BEGINNING at an existing iron rod in the right of way of Winding Stairs Road, and in the line of Lot 2-D and running thence with the line of Lot 2-D 120.48 feet to an existing iron rod and South 06 degrees 38 minutes 36 seconds West 22.51 feet to a point in the centerline of right of way for Yankee Run; thence leaving the line of 2-D and running with the centerline of Yankee Run South 77 degrees 56 minutes 06 seconds East 75.86 feet to a calculated point, in the line of 1-C said point being located North 15 degrees 34 minutes 42 seconds West 22.67 feet from an existing iron rod; thence leaving the centerline of Yankee Run and running with the line of Lot 1-C the following courses and distances: North 18 degrees 50 minutes 45 seconds West 23.03 feet to an existing iron rod, North 18 degrees 50 minutes 45 seconds West 170.43 feet to a new iron rod set and North 18 degrees 50 minutes 45 seconds West 25.62 feet to a point in the centerline of Winding Stairs Road; thence leaving the line of Lot 1-C and running with the centerline of Winding Stairs Road South 80 degrees 47 minutes 28 seconds East 166.30 feet to a calculated point, corner of Lot 2-D; thence leaving the centerline of the right of way for Winding Stairs Road and running with the line of Lot 2-D South 06 degrees 38 minutes 36 seconds West 22.99 feet to the point of BEGINNING. Containing 0.506 acres and being designated as Lot 3-D, Winding Stairs Historical Log Home Community as shown on map of survey by A Brian Christie, PLS L- 4265, said map being dated December 20, 2013 and bearing drawing number 13067-1 and also being shown on recorded plat in Plat Book 5A, Page 27, McDowell County Registry.

This conveyance is made SUBJECT to the Restrictions recorded in Book 557 at page 446, McDowell County Register of Deeds.

This conveyance is also made SUBJECT to any easements of record and right of way easements shown on Plat 5A, at page 27, McDowell County Register of Deeds.

Sample

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

Following an auction conducted by Big Properties & United Country Real Estate Blue Ridge Land Auctions ("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": Katie Hudson Purgason

(b) "Buyer": TBD

(c) "Property": Street Address: D Yankee Run

City: Marion Zip: 25657 County: McDowell, NC

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

Plat Book/Slide _____ at Page(s) _____ PIN/PID: 182100941613

Other description: multiple lots Winding Stairs

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

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

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

Mineral rights ☒ are ☐ are not included.

Timber rights ☒ are ☐ are not included.

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

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

If a manufactured home(s) or an off-site or separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to provide details by using the Additional Provisions Addendum (Form 2A11-T).

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

\$ 2,500

EARNEST MONEY DEPOSIT as ☐ cash ☐ personal check ☐ official bank check
☐ wire transfer ☐ electronic transfer

\$ TBD

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

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

(e) "Closing Date" (See paragraph 8 for details): On or before 45 days from Contract

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

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:
N/a

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: **N/a**

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing:
N/a

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.
On or before 45 days from effective date of contract

8. CLOSING: The closing shall take place on _____ (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.

☐ 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 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: _____

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.

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]

Sample

NC REALTORS® 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

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: _____

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: Sharon Roseman Real Estate License #: 229274
☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: (828) 320-4726 Fax #: (828) 635-7363 Email: info@big6properties.com

Firm Name: Big 6 Properties
Acting as ☒ Seller's (sub)Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: 153 NC 16N Taylorsville nc 28681

NCAL Firm License #: 10471

LISTING AGENT INFORMATION:

Individual Listing Agent: Sharon C. Roseman Real Estate License #: 229274
☐ Acting as a Designated Dual Agent (check only if applicable)

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

Firm Name: Big 6 Properties
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

Firm Mailing Address: 153 Hwy 16 N Taylorsville NC 28681

NCAL Firm License #: ~~c31790~~ 10471

BID CALLER INFORMATION:

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

United Country Real Estate Blue Ridge Land & Auction
Matthew Gallimore
102 S. Locust St
Floyd Va 24091
540-239-2585
Gallimore.matt@gmail.com
NC Broker 311693
NC Firm c35716
NCAF10299 NC Auctioneer 10250

Sample

BUYER'S PREMIUM AGREEMENT
AUCTION SALES

THIS AGREEMENT, between United Country Bigle Properties & United Country Blue Ridge Land Auction Firm, and
TBD, 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:
0 Yankee Run, Highland, NC 28657
("Property"). Marion

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 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.

NC REALTORS® 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: _____





Working With Real Estate Agents Disclosure (For Buyers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this buyer.

_____ **Buyer Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

_____ **Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.*

_____ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.*

*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.

☒ **Unrepresented Buyer** (Seller subagent): The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

Note to Buyer: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Buyer's Signature

Print Name

Buyer's Signature

Print Name

Date

Sharon Roseman

229274

Big 6 Properties

Agent's Name

Matthew Gallimore

Agent's License No.

311692

Firm Name

Blue Ridge Land+ Auction



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

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

Property Address: 0 Yankee Run, Newland, NC 28657

Owner's Name(s): Katie Hudson Purgason

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: [Signature] Date 9/8/06

Owner Signature: _____ Date _____

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 _____

VACANT LAND DISCLOSURE STATEMENT

Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land (Form 12-T).

"Seller": Katie Hudson Purgason

"Buyer":

"Property": 0 Yankee Run, Newland, NC 28657

☐ If checked, see attached Form 2A10-T for additional parcels that are included in the disclosures below and included within the term Property herein.

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. To the best of Seller's knowledge, any representations made by Seller in this Disclosure Statement are true, and copies of any documents provided by Seller are true copies. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

For each category below, mark either yes, no, or no representation (NR). Use the lines to describe and explain any "yes" answers. The categories below are not limited to the examples named in the category. Sellers should disclose any information that is relevant to the category, even if the information is not specifically listed as an example. Attach additional pages for explanations, if necessary.

Under Form 12-T, if Buyer has not received a signed copy of this form prior to making this offer, Buyer will have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

1. **Physical Aspects** – Does the Property have any physical aspects such as non-dwelling structures, caves, streams, ponds, beach, power lines, other utility lines or structures, gravesites, or other important features?

☐ Yes ☐ No ☒ NR. If yes, please describe:

2. **Drainage, Erosion, and Soil Stability** – Has the Property experienced any current or past drainage, erosion, landslides, tidal flow, soil stability, or other related issue?

☐ Yes ☐ No ☒ NR. If yes, please describe:

3. **Flooding**. Has the Property ever experienced flooding, suffered damage from flooding or other water damage, been the subject of a flood insurance claim, or been designated as part of a flood hazard zone?

☐ Yes ☐ No ☒ NR. If yes, please describe:

4. **Wetlands**. Is any portion of the property located in or affected by wetlands of any kind?

☐ Yes ☐ No ☒ NR. If yes, please describe:

5. **Water and Sewer** – Has a well, septic system, or municipal city water/sewer been installed on the Property, or has the Property been permitted for a well or septic system?

☐ Yes ☐ No ☒ NR. If yes, please describe:



6. **Environmental and Safety** – Does the Property have any current or past soil contamination, hazardous chemicals, junk vehicles or storage, landfills, underground storage tanks, conservation areas, or other related issues?

☐ Yes ☐ No ☒ NR. If yes, please describe: _____

7. **Mineral, Oil, Gas, and Timber Rights** – Have any mineral, oil, gas, timber or other rights been severed from the Property by Seller or any previous owner?

☐ Yes ☒ No ☐ NR. If yes, please describe: _____

8. **Legal and Taxes** – Is the Property subject to any rights of way, restrictions, tax use restriction, litigation, liens, utility rights, zoning, foreclosure, bankruptcy, or other related issue?

☐ Yes ☐ No ☒ NR. If yes, please describe the capacity, age, and other features: *In the past this private road was kept up by neighboring homes*

9. **Easements and Private Roads**. Does the Property have any easements, private roads, and/or related maintenance or developer obligations or agreements?

☒ Yes ☐ No ☐ NR. If yes, please describe and attach any documents: _____

10. **Encroachments**. Do any encroachments from nearby properties affect the Property, or is the Property causing any encroachments that affect nearby properties?

☐ Yes ☐ No ☒ NR. If yes, please describe: _____

11. **Governmental and Rule Compliance**. Is the Property in violation of any ordinances, restrictive covenants, laws, restrictions, building codes, permit requirements, or other public or private regulations?

☐ Yes ☐ No ☒ NR. If yes, please describe: _____

12. **Owners' Association**. Is the Property subject to an owners' Association?

☐ Yes ☐ No ☒ NR. If yes, please (choose one): ☐ see attached Form 2A12-T; or ☐ provide the name of the association, management company, contact information, the amount of dues, what amenities are paid for by the association, any proposed or confirmed assessments, judgment, liens, litigation, or other information about the association: _____

13. **Survey**. Does the Seller have a copy of a survey?

☐ Yes ☐ No ☒ NR. If yes, please describe and provide a copy of the survey, if available: _____

14. **Other Disclosures** – Are there any other material issues concerning the Property that should be disclosed?

☐ Yes ☐ No ☒ NR. If yes, please describe the capacity, age, and other features: _____

15. **Utilities Available.** Check all currently installed utilities to the Property and indicate the provider. Be sure to specify whether the utilities are, in fact, installed on the Property or whether only a hookup is available or nearby.

- ☐ Water (describe): _____
- ☐ Sewer (describe): _____
- ☐ Gas (describe): _____
- ☒ Electricity (describe): Available in neighborhood
- ☐ Cable (describe): _____
- ☐ High Speed Internet (describe): _____
- ☐ Fiber Optic (describe): _____
- ☐ Telephone (describe): _____
- ☐ Private well (describe): _____
- ☐ Shared private well or community well (describe): _____
- ☐ Hauled water (describe): _____
- ☐ Other (describe): _____

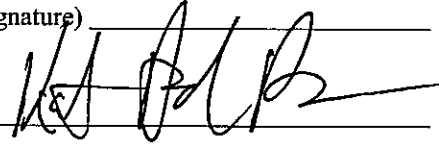
NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM.
CONSULT A NORTH CAROLINA ATTORNEY BEFORE YOU SIGN IT.

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) Katie Hudson Purgason (Signature)  (Date) 9-18-26

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____