

Initial Application Date: 3.6.14

Application # 1450033056

CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION
Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 www.harnett.org/permits

"A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION"

✓ **LANDOWNER:** Barbara L. Keller Mailing Address: 126 N. Salem St Unit #204
City: Apex State: NC Zip: 27502 Contact No: 919 3973039 Email: _____

✓ **APPLICANT*:** April Hayes Chalk Mailing Address: 604a Raitford Rd
City: Erwin State: NC Zip: 28339 Contact No: 910890-6639 Email: april.chalk@earthlink.net
*Please fill out applicant information if different than landowner

✓ **CONTACT NAME APPLYING IN OFFICE:** April H Chalk Phone # 910 890-6639

PROPERTY LOCATION: Subdivision: _____ Lot #: _____ Lot Size: 3.2

State Road # 1553 State Road Name: Abattour Rd Map Book & Page: 915

Parcel: 07-1002-0036 PIN: 1602-54-8585

Zoning: BA30 Flood Zone: Y Watershed: na Deed Book & Page: OTF Power Company*: Duke Energy

*New structures with Progress Energy as service provider need to supply premise number _____ from Progress Energy.

PROPOSED USE:

SFD: (Size _____ x _____) # Bedrooms: _____ # Baths: _____ Basement(w/wo bath): _____ Garage: _____ Deck: _____ Crawl Space: _____ Slab: _____ Slab: _____
(Is the bonus room finished? () yes () no w/ a closet? () yes () no (if yes add in with # bedrooms)

✓ Mod: (Size 3276 x 76) # Bedrooms 4 # Baths 2 Basement (w/wo bath) _____ Garage: _____ Site Built Deck: _____ On Frame _____ Off Frame _____
(Is the second floor finished? () yes () no Any other site built additions? () yes () no

Manufactured Home: _____ SW _____ DW _____ TW (Size _____ x _____) # Bedrooms: _____ Garage: _____ (site built? _____) Deck: _____ (site built? _____)

Duplex: (Size _____ x _____) No. Buildings: _____ No. Bedrooms Per Unit: _____

Home Occupation: # Rooms: _____ Use: _____ Hours of Operation: _____ #Employees: _____

Addition/Accessory/Other: (Size _____ x _____) Use: _____ Closets in addition? () yes () no

Water Supply: County _____ Existing Well _____ New Well (# of dwellings using well _____) *Must have operable water before final

Sewage Supply: New Septic Tank (Complete Checklist) _____ Existing Septic Tank (Complete Checklist) _____ County Sewer

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? () yes () no

Does the property contain any easements whether underground or overhead () yes () no attachment attached.

Structures (existing or proposed): Single family dwellings: 1 Manufactured Homes: _____ Other (specify): _____

Required Residential Property Line Setbacks:

Front Minimum 35 Actual _____
Rear 25 _____
Closest Side 10 _____
Sidestreet/corner lot 20 _____
Nearest Building on same lot 10 _____

Comments: proposed modular

✓ SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: Corner of Arattovir Rd and Johnston
County Line Rd. Angier, NC 27501

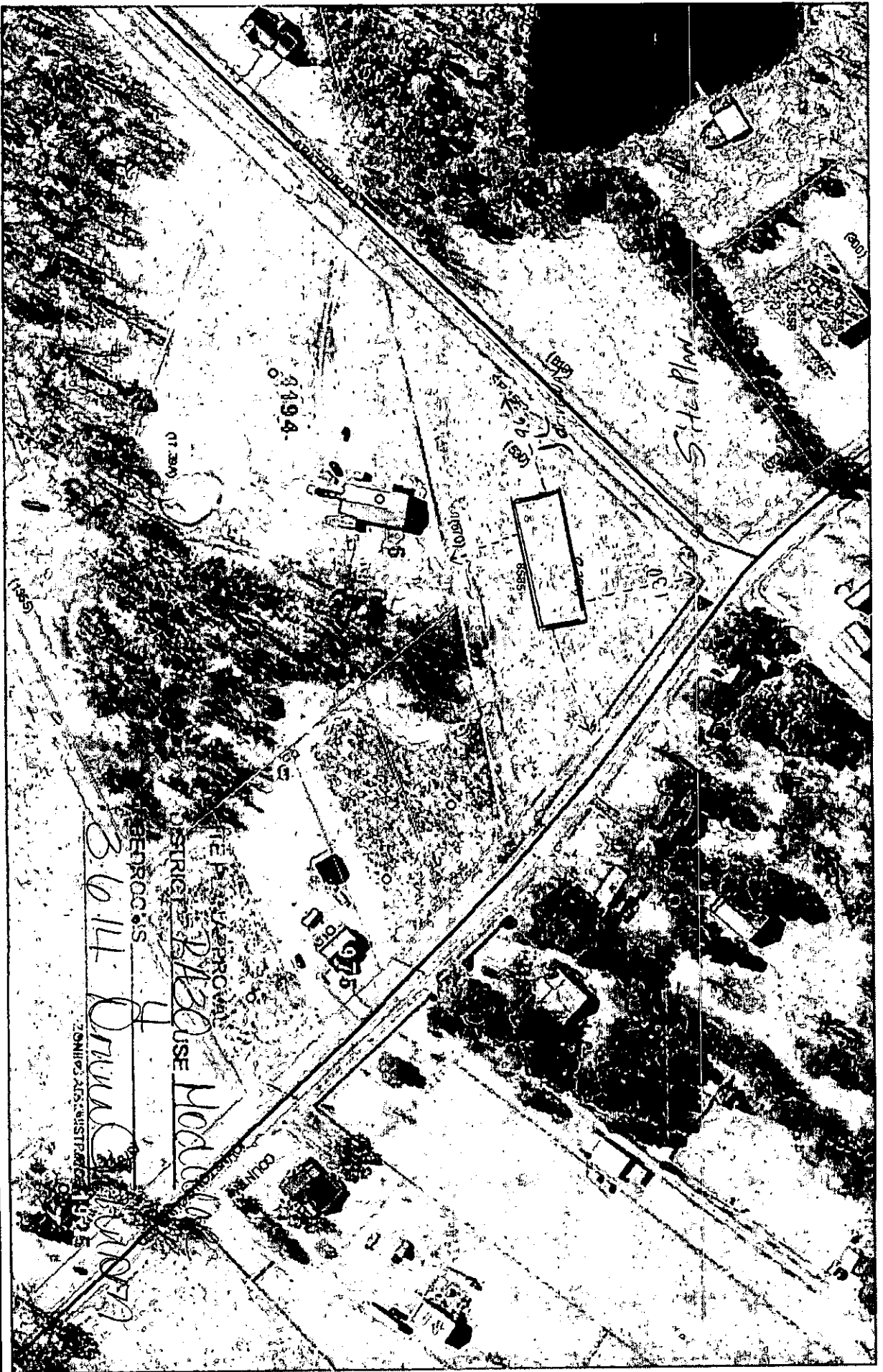
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

✓ Opal Hayes Clark
Signature of Owner or Owner's Agent

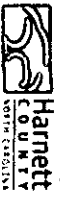
✓ 3/6/14
Date

It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.

This application expires 6 months from the initial date if permits have not been issued



Harnett County, NC - Tax Map



Disclaimer:
 The data provided on this map is prepared for the inventory of real property found within Harnett County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel No:	071802 0036	Deed Book/Page:	01039/0982
NC PIN:	1602-54-8585-000	Acres:	3.2
Owner:	KELLER BARBARA L	Sale Price:	\$0.00
Owner 2:		Tax Value:	\$3,310.00
Owner Address:	126 N SALEM ST UNIT 209	Square Feet:	0
City, St, Zip:	APEX, NC 27502-0000	Deed Date:	2/1/1994
Parcel Address:	ABATTOIR RD		
Legal 1:	3.2 ACRES LANGDON 1553 NC SR		
Legal 2:	3.2 AC		



One Inch = 168 Feet

NAME: April Chalk

APPLICATION #: 1450033056

This application to be filled out when applying for a septic system inspection.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

910-893-7525 option 1

CONFIRMATION # 002974

3.6.14

Environmental Health New Septic System Code 800

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the **undergrowth** to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**
- After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code **800** (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

Environmental Health Existing Tank Inspections Code 800

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **outlet end** of tank as diagram indicates, and lift lid straight up (*if possible*) and then **put lid back in place.** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**
- After uncovering **outlet end** call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code **800** for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative Conventional Any
 Alternative Other _____

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- YES NO Does the site contain any Jurisdictional Wetlands?
 YES NO Do you plan to have an irrigation system now or in the future?
 YES NO Does or will the building contain any drains? Please explain. HOME
 YES NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
 YES NO Is any wastewater going to be generated on the site other than domestic sewage?
 YES NO Is the site subject to approval by any other Public Agency?
 YES NO Are there any Easements or Right of Ways on this property?
 YES NO Does the site contain any existing water, cable, phone or underground electric lines?
 If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

April Hayes Chalk
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

3/6/14
DATE

HARNETT COUNTY

THIS EASEMENT made this 18th day of JANUARY, 2002, from ESTELLE P. LANGDON, widow, BARBARA ANN L. KELLER, unmarried, hereinafter referred to as GRANTOR (whether one or more), to CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, hereinafter referred to as CP&L:

WITNESSETH:

FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARRIS
HARNETT COUNTY, NC
2002 JAN 01 01:24:15 PM
BK: 1625 PG: 000-000 FEB: \$14.00
INSTRUMENT # 2002003971

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto CP&L, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in Grove Township of said County and State, described as follows: containing 3.2 acres, more or less, and being identified as Second Tract in a deed from Estelle P. Langdon, widow, to Barbara Ann L. Keller, dated January 17, 1994, and recorded in Book 1039, page 982, Harnett County Registry, LESS AND EXCEPT any prior out-conveyances, and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, guys, anchors, underground conduits, and other pertinent facilities within an easement area thirty (30) feet wide, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions; (c) to trim or cut any tree adjacent to said easement area that may, in the opinion of CP&L, endanger the overhead facilities or hinder the maintenance, operation, and use of the same; and (d) to install, at angle points of the overhead facilities, guy wires and anchors outside of said easement area. The center line of the facilities shall be the center line of said easement area. CP&L shall not install facilities outside of said easement area without obtaining another EASEMENT, except for those facilities that may be installed as set forth in item (d) above.

TO HAVE AND TO HOLD said rights, privilege, and easement unto CP&L, its successors and assigns, forever. IN WITNESS WHEREOF, this EASEMENT has been executed under seal by GRANTOR, as of the date first above written.

Witnesses:

Estelle P. Langdon (SEAL)
Estelle P. Langdon

Barbara Ann L. Keller (SEAL)
Barbara Ann L. Keller

_____ (SEAL)
_____ (SEAL)

NORTH CAROLINA, HARNETT COUNTY
I, PAUL D. TART, a Notary Public of WAYNE County, North Carolina,
certify that ESTELLE P. LANGDON AND BARBARA ANN L. KELLER
_____ personally appeared before me this day

and acknowledged the due execution of the foregoing EASEMENT.
Witness my hand and notarial seal, this 10th day of JANUARY, 2002.

PAUL D. TART
NOTARY PUBLIC
WAYNE COUNTY N.C.
(Notary Seal)
Paul D. Tart Notary Public
My commission expires: November 26, 2006

NORTH CAROLINA, _____ COUNTY
I, _____, a Notary Public of _____ County, North Carolina,
certify that _____ personally appeared before me this day, and being duly sworn, stated that, in
his(her) presence _____
_____ acknowledged the

due execution of the foregoing EASEMENT.
Witness my hand and notarial seal, this _____ day of _____, 2002.

Notary Public
(Notary Seal) My commission expires: _____

The foregoing certificate of _____ is certified to be correct. This EASEMENT and this
certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

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

02198

NORTH CAROLINA

'94 FEB 24 AM 10 24

Parcel # _____

HARNETT COUNTY

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC

THIS DEED, made this the 17th day of January, 1994 by and between Estelle P. Langdon, widow, Route #2, Box 79, Angier, N. C. 27501, party of the first part, to Barbara Ann L. Keller, 121 Bartow Drive, Manteo, N. C. 27954, party of the second part;

WITNESSETH:

That the said party of the first part, for and in consideration of TEN AND NO/100 Dollars and other valuable consideration to her paid by party of the second part, the receipt of which is hereby acknowledged, but subject to the life estate herein reserved unto Estelle P. Langdon, has bargained and sold, and by these presents does bargain, sell and convey to said party of the second part, her heirs and assigns, those certain tracts or parcels of land lying and being in Grove Township, Harnett County, North Carolina, more particularly described as follows:

07-0610-1605-0005
07-0610-1605-0006
07-1602-0119
07-1602-0119
07-0610-1603-0011-01
TAX SUPPLEMENT

FIRST TRACT: BEGINNING at a stake corner with R. B. Grimes in the Seth Lee line and runs thence North 11 degrees 30 min. East 24.70 chains to a stake; thence South 84 degrees West 4.50 chains to a stake corner; thence North 6 degrees East 4.18 chains to a stake corner; thence North 80 degrees West 5.00 chains to a stake corner; thence South 32 degrees West 10.35 chains to a corner with F. L. Denning; thence a new dividing line South 11 degrees 30 min West about 20.00 chains to a stake corner in the Seth Lee line; thence with that line South 88 degrees East 14.30 chains to the beginning station, and is 36 acres, more or less.

The above being the same land described in deed of Alice A. Langdon and husband, J. A. Langdon, to M. C. Langdon, dated January 8, 1952, and recorded in Book 337, Page 72, Harnett County Registry.

SECOND TRACT: Lying and being in Grove Township, Harnett County, North Carolina, borders on the Harnett-Johnston road - BEGINNING at a corner in the center of said road with J. E. Barnes, and runs thence with the said J. E. Barnes line South 80 deg. 30 min. West 780.2 feet to that point where said Barnes line intersects center of the Coats-Bethel road, now a state improved road; thence with the center of said highway or road North 42 deg. 30 min. E. 594 feet to a corner at that point where center of said Coats-Bethel road intersects center of the old Harnett-Johnston County Line road; thence with the center of that old road South 80 deg. East 436 feet to the beginning station and is 3.2 acres of land, more or less. This deed is intended to and does convey a ll the land lying between the property of J. E. Barnes and the two roads hereinabove referred to.

This tract being the same land described in deed of J. A. Langdon and wife, Alice A. Langdon, to M. C. Langdon, dated September 12, 1958, and recorded in Book 374, Page 676, Harnett County Registry.

982

THIRD TRACT: BEGINNING at a new set re-bar corner with Merchant C. Langdon (Deed Book 337, Page 72) located in the Eastern line of Carvis Barnes, said corner being located 0.40 mile West of the intersection of N. C. SR 1549 (60 ft. R/W) and N. C. SR 1551 (60 ft. R/W); thence North 11 deg. 30 min. 00 sec. East 57.08 feet from the centerline of N. C. SR 1549 along the Eastern line of Carvis Barnes; thence the beginning point and continuing as the Eastern line of Carvis Barnes North 11 deg. 30 min. 00 sec. East 259.44 feet to a new set re-bar corner; thence a new line with Merchant C.

Langdon South 63 deg. 00 min. 00 sec. East 120.00 feet to a new set re-bar corner; thence another new line with Langdon South 11 deg. 30 min. 00 sec. West 259.44 feet to a new set re-bar corner; thence another new line with Langdon North 63 deg. 00 min. 00 sec. West 120.00 feet to the point of beginning and containing 0.69 acre, and being a portion of that Tract deeded to Merchant C. Langdon as recorded in Deed Book 337, Page 72, Harnett County Registry.

TOGETHER with a 30 foot road Easement as follows:

BEGINNING at a point located in the centerline of N. C. SR 1549 (60 ft. R/W), said point being located approximately 0.38 mile West of the centerline intersection of N. C. SR 1549 and N. C. SR 1551 (60 ft. R/W) and also being located S. 63 deg. 00 min. 00 sec. East 88.67 feet from the original Western tract line of which this easement is a portion thereof; thence the beginning point and continuing by leaving the centerline North 11 deg. 30 min. 00 sec. East 57.08 feet to a point located in the Southern property line of the 0.69 Acre lot; thence South 63 deg. 00 min. 00 Sec. East 31.33 feet to the Southeast lot corner; thence S. 11 deg. 30 min. 00 sec. West 57.08 feet to a point located in the centerline of N. C. SR 1549; thence as the centerline of N. C. SR 1549 North 63 deg. 00 min. 00 sec. West 31.33 feet to the point of beginning, and being a 30 foot road easement crossing the property of Merchant C. Langdon as recorded in Deed Book 337, Page 72, Harnett County Registry.

The above property being the same land shown on Map titled Property of: Tony Weaver and Cathy Weaver, Grove Twp, Harnett County, N. C. made by Piedmont Surveying, Dunn, N. C. dated Feb. 22, 1990, and recorded in Plat Cabinet E., Slide 6-D, Office of Register of Deeds of Harnett County, N. C.

Also being the same land described in deed of Merchant C. Langdon and wife, Estelle P. Langdon, to Tony Weaver and Cathy Weaver, dated April 2, 1990, and recorded in Book 907, Pages 510-511, Harnett County Registry.

FOURTH TRACT: BEING all that certain 7,735 square feet parcel of land shown as Tract B, according to a Map of survey entitled "Property of Merchant Colon Langdon and Estelle Parrish Langdon" as surveyed by Piedmont Surveying, Dunn, N. C. dated January 7, 1987, and revised March 29, 1989, and recorded in Plat Cabinet D, Slide 112-A, Harnett County Registry, incorporated herein by reference.

And being the same land described in deed of Derek Thomas Currin, single, to Merchant Colon Langdon and wife, Estelle Parrish Langdon, dated April 28, 1989, and recorded in Book 882, Pages 925-926, Harnett County Registry.

FIFTH TRACT: BEING all that certain tract or parcel of land situate on the East side of McKinley Street (NC Highway 55) in the Town of Coats, Grove Township, Harnett County, North Carolina, and being all of Lot 54, 55, and 56 and a part of Lot 57 as shown on that Map of the Allen and Atkins property recorded in Book 169, Page 552, Harnett County Registry, said property being more fully described according to a survey by W. R. Lambert, RLS dated March 5, 1969, as follows:

BEGINNING at an iron stake in the East margin of McKinley Street, said beginning point being located North 2 deg. 25 min. East 36 feet from the Northern margin of Pope Street, also being a corner with the Ottis Capps lot now owned by Merchant C. Langdon and wife, and runs thence with the line of said lot South 88 deg. East about 98 feet to an iron stake in the western margin of the right of way of the Durham and Southern Railroad; thence with the Western margin of said right of way North 9 deg. 48 min. West 89.5 feet to an iron stake, a corner with Florence Adams; thence North 87 deg. 51 min. West 77.6 feet to an iron stake in the East margin of McKinley Street, a corner with Florence Adams; thence with East margin of McKinley Street South 2 deg. 25 min. West 89 feet to the BEGINNING.

AND being the same land described in deed of K. B. Johnson Oil & Gas Company, a North Carolina Corporation, to Merchant Colon Langdon and wife, Estelle Parrish Langdon, dated December 20, 1984, and recorded in Book 776, Pages 729-730, Harnett County Registry. D98BarbaraKeller

This conveyance is made subject to the life estate of Estelle P. Langdon, widow, hereinabove reserved by her for and during the term of her natural life.

TO HAVE AND TO HOLD, the aforesaid tracts or parcels of land and all privileges and appurtenances thereto belonging to the said party of the second part, her heirs and assigns, to her and their only use and behoof forever, but subject to the life estate of Estelle P. Langdon, hereinabove reserved unto her.

And the party of the first part, for herself and her heirs, executors and administrators, covenants with the said party of the second part, her heirs and assigns, that she is seized of said premises in fee and has the right to convey in fee simple; that she does hereby warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year first above written.

HARNETT COUNTY, N. C.
FILED DATE 2/24/94 TIME 10:24 AM
BOOK 1039 PAGE 982-984 Estelle P. Langdon (Seal)
REGISTER OF DEEDS
GAYLE P. HOLDER Estelle P. Langdon

NORTH CAROLINA
HARNETT COUNTY

I, Mary Helen Parsons, Notary Public, for said County and State, do hereby certify that Estelle P. Langdon, widow, personally appeared before me this day, and acknowledged the due execution of the foregoing Deed of Conveyance.

Witness my hand and official seal, this 21 day of January, 1994.

Mary Helen Parsons
Notary Public



es: 1-30-96

Certificate(s) of Mary Helen Parsons, notary of
Harnett Co.
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.
FOR Gayle P. Holder REGISTER OF DEEDS
OF Harnett COUNTY
By Jude C. Smith Deputy/Assistant Register of Deeds

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Barbara L Keller

(b) "Buyer": April Hayes Chalk

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: Abattoir Rd

City: Angier

Zip: 27501

County: Harnett, North Carolina

(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____

, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 1602-54-8585

Other description: 3.2 acres Langdon

Some or all of the Property may be described in Deed Book 1039 at Page 0982

(d) "Purchase Price":

\$ 26,000.00

\$ 100.00

\$ 400.00

\$ n/a

\$ n/a

\$ n/a

\$ 25,500.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable to Seller by the Effective Date.

BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer OR delivered within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than _____, **TIME BEING OF THE ESSENCE** with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2013
© 7/2013

Buyer initials ABC

Seller initials BLS POA

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Re/Max Signature Realty II

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT 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.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(l) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on March 17, 2014 TIME BEING OF THE ESSENCE with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on March 24, 2014 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials ABC

Seller initials BWS POA

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds; then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

Buyer initials ABC

Seller initials BUS POA

- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of roads and utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(c) **Buyer's Obligation to Repair Damage:** 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, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** 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 indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

Buyer initials ARC

Seller initials BWS POA

STANDARD FORM 12-T
Revised 7/2013
© 7/2013

4. BUYER OBLIGATIONS:

(a) Owners' Association Fees/Charges: Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T).

(b) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.

(c) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. SELLER REPRESENTATIONS:

(a) Ownership: Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): n/a

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): n/a

(c) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) Sewage System Permit: (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) Private Drinking Water Well Permit: (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) Evidence of Title: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

(b) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(c) Removal of Seller's Property: Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

Buyer initials ABC

Seller initials BWS POA

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement 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 Settlement 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.

(e) **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.

(f) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, 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.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: April Chalk

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ n/a toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

Buyer initials ARC

Seller initials BUS POA

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, 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.

11. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

(NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- | | |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |

OTHER: _____

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Buyer initials ABC Seller initials BWS POA

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections 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.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

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

This offer shall become a binding contract on the Effective Date.

Date: _____
Buyer: DocuSigned by: April Hayes Chalk 3/4/2014 (SEAL)
April Hayes Chalk

Date: 3-4-14
Seller: B K Subhara POA (SEAL)
Barbara I Keller for Barbara Keller

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

NOTICE INFORMATION

(NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.)

BUYER NOTICE ADDRESS:

Mailing Address: 649 Raiford Rd, Erwin, NC 28339
Buyer Fax#: _____
Buyer E-mail: april.chalk@earthlink.net

SELLER NOTICE ADDRESS:

Mailing Address: PO Box 69
Holly Springs NC 27540
Seller Fax#: _____
Seller E-mail: bsukeena@gmail.com

SELLING AGENT NOTICE ADDRESS:

Firm Name: Re/Max Signature Realty II
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
Mailing Address: 1209 N. Main St, Lillington, NC
27546
Individual Selling Agent: Brian Honeycutt
 Acting as a Designated Dual Agent (check only if applicable)
License #: 277025
Selling Agent Phone#: (910) 814-0532
Selling Agent Fax#: (910) 814-0539
Selling Agent E-mail: boo4youinfo@gmail.com

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Seller's Agent Dual Agent
Mailing Address: _____
Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)
License #: _____
Listing Agent Phone#: _____
Listing Agent Fax#: _____
Listing Agent E-mail: _____

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Property: Abattoir Rd, Angier, 27501
Seller: Barbara L Keller
Buyer: April Hayes Chalk

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: Re/Max Signature Realty II
By: _____
(Signature)

(Print name)