

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": ~~Carl R. Wilburn Sr. or Orens A. Wilburn~~ The Estate of Richard Carl Wilburn Jr.

(b) "Buyer": Joseph Marchese Jr

(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: Lot 7 Bogie Landing Drive
City: Lillington Zip: 27546
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 7, Block/Section, Subdivision/Condominium n/a, as shown on Plat Book/Slide 2000 at Page(s) 178

The PIN/PID or other identification number of the Property is: 0528-19-0798.000

Other description: LOT#7 WAYNE FAIRCLOTH MAP#2000-178

Some or all of the Property may be described in Deed Book 3071 at Page 0705

(d) "Purchase Price":
\$ 42,500.00 paid in U.S. Dollars upon the following terms:
\$ n/a BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ 500.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by [] cash [X] personal check [] official bank check [] wire transfer, [] electronic transfer, EITHER [] with this offer OR [] within five (5) days of the Effective Date of this Contract.
\$ n/a BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than, TIME BEING OF THE ESSENCE with regard to said date.
\$ n/a 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).
\$ n/a BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ 42,000.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



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



STANDARD FORM 12-T
Revised 7/2017
© 7/2017

Buyer initials JMJ Seller initials LW