

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":** Larry Wayne Gibbs, Karen Oakley Gibbs
- (b) **"Buyer":** Gary Lee Auman, Shannon Philemon Auman
- (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: TBD Buddy Barefoot Rd
City: Spring Lake Zip: 28390
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: PIN - 0524-74-6320.000 PID - 010524 0034
Other description: LT#1 BOBBY BAREFOOT 2.386 MAP#2006-117
Some or all of the Property may be described in Deed Book 2234 at Page 0681

- (d) **"Purchase Price":**

\$ <u>34,000.00</u>	paid in U.S. Dollars upon the following terms:
\$ _____	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ <u>500.00</u>	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by <input type="checkbox"/> cash <input checked="" type="checkbox"/> personal check <input type="checkbox"/> official bank check <input type="checkbox"/> wire transfer, <input type="checkbox"/> electronic transfer, EITHER <input type="checkbox"/> with this offer OR <input type="checkbox"/> within five (5) days of the Effective Date of this Contract.
\$ _____	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 5 p.m. on _____, TIME BEING OF THE ESSENCE.
\$ _____	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).
\$ <u>33,500.00</u>	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

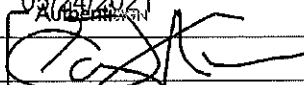
REALTOR® North Carolina Association of REALTORS®, Inc []
Buyer initials [SPA] Seller initials [LWG] [KOG]



STANDARD FORM 12-T
Revised 7/2020
© 7/2020

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. Unless specifically provided otherwise, 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.

Date: 05/24/2021
Buyer: 

Date: 05/24/2021 10:58:00 AM EDT
Buyer: Shannan Phileman Auman
Shannan Phileman Auman

Entity Buyer:
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Date: 05/24/2021
Seller: Larry Wayne Gibbs

Date: 05/24/2021 10:58:00 AM EDT
Seller: Karen Oakley Gibbs
Karen Oakley Gibbs

Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

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.



ONSITE HOMES
Onsite Homes, LLC
2931 Breezewood Ave. Ste 202
Fayetteville, NC 28303

CONSTRUCTION CONTRACT

THIS CONTRACT is entered into as of the dates set forth below, with the latter of such dates to comprise the effective date hereof.

The parties hereto specifically agree that when the following terms are utilized in this contract they will have the definitions and meanings set forth as follows:

Contractor: Onsite Homes, LLC

Owner(s): Gary Lee Auman & Shannon Philemon Auman

Location or Property: TBD Buddy Barefoot Rd.

City of Spring Lake, Harnett County, State of North Carolina

PIN: 0524-74-6320.000

Dwelling, Plan, or House: Berton Plan 2452 hsf

Deed of Trust(s)/ Other Liens upon Property: NA

Time of Substantial Completion: (160) days from the later of (i) Contractor's draw of permits or (ii) Owner's construction loan

Contract Sum: \$ 255,150.00

Down Payment: \$ 0.00

Construction Loan Amount/Balance: \$ 255,150.00

Real Estate Agent Broker: Rena Hutsell

Real Estate Commission: \$7,654.00



John Sorrell, Homeside Financial and

Construction Lender: Justin Keator, Homeside Financial


 

WITNESSETH; That for the consideration hereinafter set forth the Contractor and Owner agree that the Contractor shall erect and build for the Owner a dwelling upon the following terms and conditions, to-wit:

Article 1. Scope of Work. The Contractor agrees to furnish all labor and materials necessary to complete the said dwelling in accordance with the approved plans and specifications which are attached hereto as

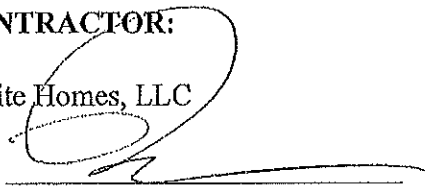
 

IN WITNESS HEREOF, the parties have executed this Contract as of the dates set forth below, with the latter of said dates to comprise the effective date hereof.


OWNER:

05/25/2021
5/25/2021 9:08:27 PM EDT
Garry Lee Auman

Print Name: _____
Shannon Philemon Auman
5/25/2021 9:15:29 PM EDT
Shannon Philemon Auman

Date: 05/25/2021 _____

CONTRACTOR:
Onsite Homes, LLC
By: 
Manager

Date: 5-18-2021 _____

 [spa]