

**NORTH CAROLINA
HARNETT COUNTY**

**OFFER TO PURCHASE AND
CONTRACT OF SALE**

THIS CONTRACT OF SALE, made and entered into this 17th day of August 2021, by and between Paul A. Lyon, (the "Seller") and 2020 Holdings, LLC., and/or assigns (the "Buyer").

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. **PROPERTY.** Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the fee simple property lying in Harnett, North Carolina.

1685 Overhills Road Spring Lake, NC 28390
PIN: 0535-13-3072 / PID: 010535 0011
Deed Book 3731 / Page 0859

2. **PURCHASE PRICE AND DEPOSIT.** Buyer shall pay to the Seller the sum of Thirty Nine Thousand Five Hundred and No/100 (\$39,500) Dollars, the "Purchase Price". The Purchase price shall be paid as follows:

- A. **Due Diligence:** Purchaser shall deposit with Seller an amount equal to Five Hundred and 00/100 (\$500.00) Dollars as Earnest Money Deposit which shall be credited against the purchase price at closing.
- B. **\$39,000** to be paid with 7 business days of notice of completion of the following:
 - Manufactured Home Removed
 - Septic holding tank replaced
 - Propane tank removed
 - All other debris/trash/rubbish or other materials from previous home and occupant removed

3. **CONDITIONS TO BUYER'S OBLIGATIONS.** The Buyer's obligation to purchase the Property pursuant to this Contract is contingent upon the following, all or any of which may be waived by the Buyer:

- A. From the Contract date until closing, Seller shall provide to Buyer, its agents, representatives and contractors, the right to enter upon the Property to make investigations, surveys, tests, and studies, and inspections, conducting marketing studies and feasibility studies,

relating to the Property, and otherwise determining the feasibility of Purchaser's investment strategy for the Property.

- B. All deeds of trust, liens, and other charges against the Property must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
- C. Title must be delivered at closing by General or Special Warranty Deed unless otherwise stated herein, and title must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (pro-rated as of the day of Closing), utility easements, unviolated restrictive covenants that do not materially affect the value of the Property, zoning ordinances, road rights-of-way of record, other easements, and such other encumbrances as may be assumed or specifically approved by Buyer.
- D. The Buyer determining, in his sole discretion, that the Buyer's intended use of the Property for single family residential construction is economically feasible.
- E. The Seller has complied with and otherwise performed each of the covenants and obligations of the Seller under this Contract.
- F. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and accurate as of the date of the Closing.
- G. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and any other testing and surveying required by Buyer. Buyer assumes all responsibility for the acts of himself, his agents or representatives in exercising his rights under this paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom.

5. **CLOSING.** Closing shall be within 7 business days of notice of completion of items in section "B". Buyer shall designate the place and time for Closing. Possession shall be delivered at Closing, unless otherwise agreed between the parties. At Closing, Seller shall deliver to Buyer a General or Special Warranty Deed, an Owner's Affidavit Regarding Liens, lien waiver forms, and any other documents customarily executed by Seller in similar transactions. Buyer shall deliver the balance of the Purchase price to Seller, giving credit to the Buyer for all Deposits pursuant to the terms of this Contract. The Closing shall be complete as of the date and time of the recording of the deed. The deed is to be made as directed by the Purchaser.

6. **PRORATIONS AND CLOSING EXPENSES.** Seller and Buyer agree that

All real property taxes and property owner's association dues, if applicable, for the current calendar year shall be prorated based on the calendar year as of the date of Closing. Seller shall pay all deferred ad valorem taxes, past due taxes or assessments, any late penalties, and any and all taxes on personal property. Seller shall pay for the deed preparation, revenue stamps, and any other conveyance fees or taxes due from Seller and Buyer shall pay all other expenses for fees and services attributable to Buyer closing.

7. ENVIRONMENTAL STATUS. Seller represents and warrants that it has no actual knowledge or notice of the presence or disposal on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR172.101, as amended) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302, as amended) and amendments thereto, or such substances, materials, and wastes which are or may become regulated under any applicable local, state, or federal law. Seller further states that he has no actual knowledge or notice of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to his ownership of the Property.

8. RISK OF LOSS/DAMAGE REPAIR. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate the Contract, and the Due Diligence Money shall be returned to Buyer. Except as to maintaining the Property in its present condition as of the date of the offer under this Contract, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing. For purposes herein "damage" shall be deemed to only include the condemnation of the property by a government or quasi-governmental entity.

9. SELLER KNOWLEDGE OR NOTICE. Seller has no knowledge or notice of (a) condemnation proceedings affecting or contemplated with respect to the Property; (b) actions, suits, or proceedings pending or threatened against the Property; (c) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (d) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property. Any confirmed assessments of any kind or nature shall be paid by the Seller, and Buyer shall take title subject to any and all pending assessments, if any, unless otherwise agreed by the parties.

10. COMPLIANCE. To the best of Seller's knowledge and belief, (a) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (b) performance of this Contract will not result in the breach of, constitute default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (c) there are no legal

actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed for one hundred eighty (180) days. The warranties contained in the General Warranty Deed shall supersede those warranties of the Contract 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.

12. APPLICABLE LAW. This Contract shall be construed under the Laws of the State of North Carolina.

13. 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 hereto.

14. EXECUTION. This instrument shall become a binding contract when signed by both Buyer and Seller.

IN WITNESS WHEREOF, this Contract is executed under seal in signed multiple Originals, all of which constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "Seal" beside their signatures below.

BUYER:

SELLER:

Charles D Blackwell
Charles D Blackwell (Aug 17, 2021 16:26 EDT)

(SEAL)

Paul Lyon
Paul Lyon (Aug 17, 2021 16:50 EDT)

(SEAL)

2020 Holdings, LLC
By: Charles D. Blackwell

Paul A. Lyon

Date: 7/17/2021

Date: Aug 17, 2021

Print this page



Property Description:
1.05AC O E DIXON

Harnett County GIS

PID: 010535 0011

PIN: 0535-13-3072.000

REID: 0024840

Subdivision:

Taxable Acreage: 1.050 AC ac

Calculated Acreage: 1.03 ac

Account Number: 1500033289

Owners: LYON PAUL

Owner Address : 2139 BARBECUE CHURCH RD SANFORD, NC 27332-1414

Property Address: 1685 OVERHILLS RD SPRING LAKE, NC 28390

City, State, Zip: SPRING LAKE, NC, 28390

Building Count: 1

Township Code: 01

Fire Tax District: Flat Branch

Parcel Building Value: \$7900

Parcel Outbuilding Value : \$200

Parcel Land Value : \$18350

Parcel Special Land Value : \$0

Total Value : \$26450

Parcel Deferred Value : \$0

Total Assessed Value : \$26450

Neighborhood: 00100J

Actual Year Built: 1975

Total Actual Area Heated: 1056 Sq/Ft

Sale Month and Year: 8 / 2019

Sale Price: \$18000

Deed Book & Page: 3731-0859

Deed Date: 1567123200000

Plat Book & Page: -

Instrument Type: SW

Vacant or Improved:

Qualified Code: I

Transfer or Split: T

Within 1mi of Agriculture District: Yes

Prior Building Value: \$10200

Prior Outbuilding Value : \$200

Prior Land Value : \$18280

Prior Special Land Value : \$0

Prior Deferred Value : \$0

Prior Assessed Value : \$28680



2020 HOLDINGS LLC
350 WAGONER DR
FAYETTEVILLE, NC 28303

5136

63-1176/67D
5136

DATE

8/18/21

CHECK ARMY

PAY
TO THE
ORDER OF

PAUL A. LYONS

\$ 500.00

Five Hundred & no/100

DOLLARS

Photo
Safe
Deposit
Details on back



FIRST
HORIZON

www.firsthorizon.com

1685 Overhills Rd. D.D.

Paul A. Lyons

FOR

⑈005136⑈ ⑆067011760⑆ 220002270919⑈