

SE AGREEMENT

1 **Real Property.** The Real Property is legally described on the attached Exhibit A, pursuant to the terms of this Agreement.

2 **Perc Test Contingency.** This Agreement, and the obligations of Buyer, are subject to and contingent upon the results of a perc or similar test, to be completed by a professional, indicating the Property is suitable for installation of a septic system and drainfield, with Buyer to completely fill all test holes immediately upon completion of testing. Buyer is responsible for scheduling the soil evaluation no more than 5 business days from the date of this signed contract. Buyer shall be solely responsible for any expenses incurred in connection therewith. If the property is not suitable for a septic system, the deposit shall be refunded to the buyer within 5 business days of results. Initial: [Signature]

3 **Due Diligence.** By entering into this agreement, buyer represents and warrants that as of the contract date, buyer shall have satisfied itself as to the condition of the property and its suitability for the development purposes intended by the buyer.

4 **Conveyance.** Seller shall convey title to the Real Property to Buyer by special warranty deed or its equivalent, after the fulfillment of Buyer's obligations to Seller under the provisions of this Agreement. Seller hereby grants the right, title and interest of Seller in the Real Property, together with all rights and privileges appurtenant thereto, subject to easements and rights-of-way of record. Seller advises Buyer to obtain title insurance on the Real Property.

5 **Notices.** Copies of all notices and communications concerning this Agreement shall be mailed or emailed to the parties at the addresses provided. Any documents or correspondence that relates to this Agreement shall be dispatched by certified mail, return receipt requested. For all documents mailed to persons in the continental United States, any time period shall begin running on the day of mailing. For documents mailed to persons outside the continental United States, the time period begins to run ten (10) days following the date of mailing. Any change of address shall be immediately communicated to the other party in writing.

6 **Succession of Benefits.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, conservators, and permitted assigns. This Agreement shall not be assignable without the written permission of the other party.

7 **Jurisdiction and Venue: Choice of Law.** This agreement shall be governed by the laws of the State of NC.

8 **Entire Agreement.** The terms of this Agreement constitute the entire agreement between the parties, and the parties represent that there are no oral or collateral agreements between the parties.

9 **Time of Essence.** Time is of the essence in this Agreement and every term, condition, covenant and provision hereof.

10 **Modification.** No modification of this Agreement shall be binding unless evidenced by an agreement in writing and signed by both parties.

ALL CASH SALE

A. **Payment of Purchase Price.** Simultaneously with the execution of this Agreement, Buyer has agreed to the purchase price of \$30,000. At least \$1,000 of the Purchase Price shall be paid at the time of execution of this Agreement. *This NON REFUNDABLE deposit of 1,000 must be received by the seller no more than five (5) business days from the date of this signed contract.* The balance of the Purchase Price shall be paid on or before the designated closing date and may be paid in cash, wire transfer, or cashier's check with proper identification. Initial: [Signature]

B. **Taxes and Assessments.** Taxes and any assessments for the current year shall be pro-rated to and including the date of the Sale.

C. **Possession.** Upon the payment of the balance of the Purchase Price, including the clearing by the issuing bank of any cashier's check used to pay the balance of the Purchase Price, Buyer shall have the right to immediate possession and use of the Real Property.

D. This property shall close on or before October 11, 2023.

E. Buyer to pay all typical buyer closing costs.

F. Closing agency will be Hankin and Pack PLLC

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the date opposite their respective signatures below.

SELLER:

EastCo Properties, LLC

Captel P. Bridges
Signature

8-24-23
Date

By: EastCo Properties, LLC.

BUYER:

[Signature]
Buyer Signature

8/26/23
Date

ATE PURCHASE AGREEMENT

Buyer Name: Cumberland Homes, INC.	TERMS: CASH SALE
President- Matthew Norris	CLOSING DATE: October 11, 2023 On or Before
Mailing Address: 108 Commerce Drive	Purchase Price: \$30,000.00
City, State, Zip: Dunn, NC 28334	Due Diligence Deposit: \$1,000.00
Email(s): mattnorris1985@yahoo.com	
Phone: 910-890-4321	
Seller Name: EastCo Properties, LLC.	Tax Parcel ID(APN): 06059711010011 01
Address: 3420 West Zion Church Road	Property Address: 0 Porter Dr
City, State, Zip: Shelby, NC 28150	City, State, Zip: Erwin, NC 28339
Email(s): closings@eastcoproperties.com	County: Harnett
Phone: 980-277-1125	Approximate Size: 0.8 Acres

****Please Mail EMD Within 5 Business Days To:**

**EastCo Properties, LLC
3420 West Zion Church Road
Shelby, NC 28150**

*If you would like to send your deposit via wire transfer or Zelle pay, please request instructions.

Cynthia P. Bridges 8-29-23
Seller Date

[Signature] 8/26/23
Buyer Date