3935B

CENTURY 21 Murphy & Rudolph

OFFER TO PURCHASE AND CONTRACT

SETH AND DEANDRA WHEELER, as Buyer,
JEFF STOVER, as Seller,
hereby offers to purchase and upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of LOT 19 RIVERWALK PLANTATION, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address: Zip
Legal Description:
(☐ All ☐ A portion of the property in Deed Reference: Book , Page No. , County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owner's association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price:

4. **PURCHASE PRICE:** The purchase price is $ 24,900 and shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other
to be deposited and held in escrow by CENTURY 21 MURPHY & RUDOLPH as escrow agent, until sale is closed, 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) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than .
(c) $, 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.
(d) $, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 24,400, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before 2-30-99, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other
loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other in the principal amount of 95% for a term of 10 year(s), at an interest rate not to exceed 8.5 % per annum, with mortgage loan discount points not to exceed % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other government regulation that would prevent the reasonable use of the real property for purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, 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.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing. (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges, shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ per
. (f) EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this , for recording the deed and for preparation and recording of all

PROPERTY DISCLOSURE AND INSPECTIONS

(a) Property Disclosure:

_ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

_ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's agent within three days following receipt of same.

_ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) _____

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before _____. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal other structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b) (i), (b) (ii), (b) (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before 3-15-99, at a place designated by Buyer. The deed is to be made to AS DIRECTED.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing, ☐ a buyer possession before closing agreement is attached, OR, ☐ a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

1] ADDENDUM A

2] ADDITIONAL PROVISIONS

17. 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 all deposits shall be returned 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 the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their 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.

20. 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.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representation, 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.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to making this offer.

Buyer [signature] (SEAL) Seller [redacted] (SEAL)

SS/Tax ID# 451-21-7366 SS/Tax ID# _____

Buyer [signature] (SEAL) Seller [redacted] (SEAL)

SS/Tax ID# 228-33-5146 SS/Tax ID# [redacted]

Date: [redacted]

[illegible] OF CLOSING AND POSSESSION.

Property Disclosure:

[illegible] received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

[illegible] NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal is communicated or delivered to Seller or Seller's agent within three days following receipt of the

[illegible] to Residential Property Disclosure statement because (check all applicable GUIDELINES):

The Property to be conveyed was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the right to inspect the Property at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and portions of chimneys), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings [illegible], porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no material drainage conditions or [illegible] adversely affecting the structure; and (iii) there shall be no visible asbestos or existing environmental contamination.

Inspections must be completed on or before _____. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator or a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there is no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required by the report and paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the report described in this paragraph may not cover other structural damage or damage caused by agents or organisms other than wood-destroying insects. If new [illegible] Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the right to (i) complete them, (ii) [illegible] after completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (i) accepting the Property as presently exhibited, or (ii) terminating this contract, in which event all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, repairs not covered by (b) (i), (b) (ii), (c) and (e) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE AS BEING IN AN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. [illegible] ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purpose of appraisal, inspection, [illegible] contract a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute all necessary documents and papers in connection with closing, and transfer of title on or before 3-15-99 at the place designated by Buyer.

The deed is to be made to AS DIRECTED.

15. [illegible] (Unless otherwise provided herein, possession shall be delivered at closing. In the event Seller is to deliver possession at a date after closing, [illegible] Lease is executed OR Seller grants Buyer a post closing agreement, [illegible]

16. OTHER PROVISIONS AND CONDITIONS: [illegible] AGENCY DISCLOSURE AND LIMITED AGENCY AGREEMENT, [illegible] ADDENDA AND/OR WARRANTY

ADDENDA A

ADDITIONAL PROVISIONS

17. 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 all deposits shall be returned 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 the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. GENDER: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their 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.

20. 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.

21. 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.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal and is signed in multiple originals, all of which together constitute one and the same instrument, with each signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the "SEAL" beside their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to making this offer.

Buyer [illegible] (SEAL) Seller _____ (SEAL)

SS/Tax ID# [illegible] SS/Tax ID# _____

Buyer [illegible] (SEAL) Seller _____ (SEAL)

SS/Tax ID# [illegible] SS/Tax ID# _____

MULTIPLE OFFER / ADDITIONAL PROVISIONS ADDENDUM

[illegible]

1. [illegible] OF OFFER: [illegible] AM [illegible] PM [illegible] by the Buyer [illegible]

2. [illegible] EARNEST MONEY [illegible] Offer to Purchase and Contract [illegible]

3. [illegible] This [illegible] contingent upon [illegible] bedroom home, or [illegible]

All costs and expenses of such [illegible] shall be borne by Buyer. If the Property [illegible]

4. [illegible] This contract is contingent upon Buyer obtaining [illegible]

[illegible] Buyer. Buyer shall complete said tests or waive this condition in writing on or before [illegible]

5. [illegible] HUD [illegible]

6. N/A APPRAISAL: The Property must appraise at a value equal to or exceeding the purchase price [illegible] completed no later than midnight of [illegible] borne by the Buyer.

7. N/A CLOSING OF EXISTING CONTRACT CONTINGENCY: This contract is contingent upon closing of an existing contract on the Buyer's real property located at ____________________________________

on or before ____________________. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of ____________________ Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. N/A RENTAL/INCOME/INVESTMENT PROPERTY: The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before ____________________ true and complete copies of all pending leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. N/A COST OF REPAIR CONTINGENCY: If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $__________ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

bedroom home, or

Buyer shall be responsible for [illegible]

3. [illegible]

Buyer [illegible]

Buyer. Buyer shall complete said items or waive this condition and notify Seller in writing [illegible]

4. N/A [illegible]

home by the Buyer.

5. N/A CLOSING OF EXISTING CONTRACT CONTINGENCY. This contract is contingent upon closing of the existing contract on the Buyer's real property located at:

on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit or accept back-up offers. This contingency is not to exceed ____ on or before midnight of _____. Seller may terminate this contract and all earnest monies shall be returned to Buyer.

6. N/A RENTAL/INCOME/INVESTMENT PROPERTY: The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____ two and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral rental agreements, statements of all tenant's deposits, unpaid defaults by Seller or tenants, and estoppel letters by each tenant, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. N/A COST OF REPAIR CONTINGENCY: If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $ _____ Buyer shall have the right to terminate this contract and all earnest monies shall be returned to Buyer.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: _____ (SEAL) Date: _____

Buyer: _____ (SEAL) Date: _____

Seller: _____ (SEAL) Date: _____

Seller: _____ (SEAL) Date: _____

expenses to be assigned in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator or a structural engineer on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing unless otherwise agreed upon in writing by the parties. The Buyer is advised that the report may not disclose damage in those areas which are inaccessible, such as areas behind walls, under floors, etc. Unless otherwise stated herein, any visible structural damage or damage caused by wood-destroying insects shall be the responsibility of the Seller. If none is disclosed, Seller shall provide a standard warranty of termite treatment.

(d) Buyer's failure to make inspections in (b) and/or (c) above, if any, waives Buyer's right to have repairs made. Seller shall have the option of (i) completing them, (ii) making a credit at closing for the completion of them, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer may (i) terminate this contract and receive a refund of the deposit made hereunder, or (ii) accept the property in its present condition. Buyer's election shall be communicated to Seller within five (5) days after the inspection reports are received by Buyer, or Buyer shall be deemed to have elected to accept the property in its present condition. Repairs not otherwise stated herein or as shown on any inspection addendum attached hereto, and not agreed to by Seller, shall be the responsibility of Buyer. Repairs required by (b) and (c) above are excluded from repair negotiations under this contract.

(e) Buyer agrees that CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN THEIR EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

15. **ACCESS:** Seller will provide reasonable access to Buyer or Buyer's representatives for the purpose of appraisal, inspection, engineering and architectural work, but Seller is not responsible for the conduct of any walk-through inspection of the Property prior to closing.

16. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute all documents and papers necessary for closing, and transfer of title on or before 3-15-99, unless otherwise agreed to by Buyer, Seller and Lender, if any. Deed shall be made to AS DIRECTED.

Possession: Unless otherwise provided herein, possession shall be delivered at closing. In the event Seller is to deliver a [illegible] OR [illegible] Seller shall deliver possession to Buyer in the same condition as it is on the date of this offer, ordinary wear and tear excepted.

17. **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 all deposits shall be returned 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.

18. **ASSIGNMENT:** This contract may not be assigned without the written consent of all the parties, but if assigned by agreement, then this contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties hereto, Buyer and Seller, and their heirs, successors and assigns. Wherever herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. **SURVIVAL:** If any provision herein contained which is not to be performed, and which 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.

21. **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 contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

22. **EXECUTION:** This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the "SEAL" next to their signatures below.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer acknowledges having made an on-site personal examination of the Property prior to making this offer.

Buyer	(SEAL)	Seller	(SEAL)
SS/Tax ID#		SS/Tax ID#	
Buyer	(SEAL)	Seller	(SEAL)
SS/Tax ID#		SS/Tax ID#	
Date		Date	

I hereby acknowledge receipt of the earnest money in the amount of $[illegible] and agree to hold it in accordance with the terms hereof.

Date: Firm:

By:

property, and to read the Declaration of Restrictive Covenants, [illegible]
documents of the owner's association and/or the subdivision, if applicable.

3. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, [illegible] shelving, shelving in dishes and washers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items: _____

4. PERSONAL PROPERTY: The following personal property is included in the purchase price: _____

5. PURCHASE PRICE: The purchase price is $ 24,900, and shall be paid as follows:
(a) $ 500 , EARNEST MONEY DEPOSIT: ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____
to be deposited and held in escrow by CENTURY 21 MURPHY & RUDOLPH _____
as escrow agent, until sale is closed, 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) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ _____, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing note(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 24,400 , BALANCE of the purchase price in cash at closing.

6. CONDITIONS: (Check A or each blank line below as a condition to this contract.)
(a) ☒ Buyer must be able to obtain a loan commitment on or before 2-30-99 (Week) Through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other _____ loan in the principal amount of $ 95% for a term of 10 year(s), at an interest rate not to exceed 8.5 % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer agrees to make this loan application within _____ days after Seller accepts this offer. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller agrees to pay any of Buyer's loan closing costs including discount points, those costs are as follows: _____ In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller, this contract may not be made before the loan commitment date listed above, then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other government regulation that would prevent the reasonable use of the real property for _____ purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property not assumed by Buyer, 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.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED, unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year prorated through the date of closing; utility easements and immaterial restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

7. SPECIAL ASSESSMENTS: Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: _____
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: _____

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of closing. Seller represents that the current owners' association dues, if any, are $ _____ per _____.

9. CLOSING EXPENSES. Seller [illegible] and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax [illegible] deed and for preparation and recording of all instruments required to secure the [illegible]

10. FUEL. Buyer agrees to purchase [illegible] at the prevailing rate with the cost of measurement thereof, if any, being paid by [illegible]

11. EVIDENCE OF TITLE. [illegible] title, [illegible] that all labor [illegible] Buyer against all loss [illegible]