

9916 RIO ST

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8/12/08

marliwr

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CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 16495 DATE: 10-31-97

TC: 015-213-13 ☒ L ☒ CRT

SERIAL Nº 17425

Name of Owner James H. Roberts Juris.: _____

Address of Property 9916 Rio Street

Inspection Data:

Tank Material PCC

Total Length of Drainfield 378

Number of Lines 6 @ 63'

Cover Depth 40"

Water Supply Source Priv. well not yet installed

Distance to Water Source >80'

Excavation Inspected 10.31

Tank(s) Inspected 10.31

Wash Line Inspected —

High Water Alarm Inspected —

PLOT

Design 1997, 1500ST, III g, 1134SF, T, INNOV. sand backfill, Cecil-like CTR# 195 Cornelius

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☐ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: Type III g 3 bedrooms

(6) 3'w x 63'L x

Environmental Health Specialist

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

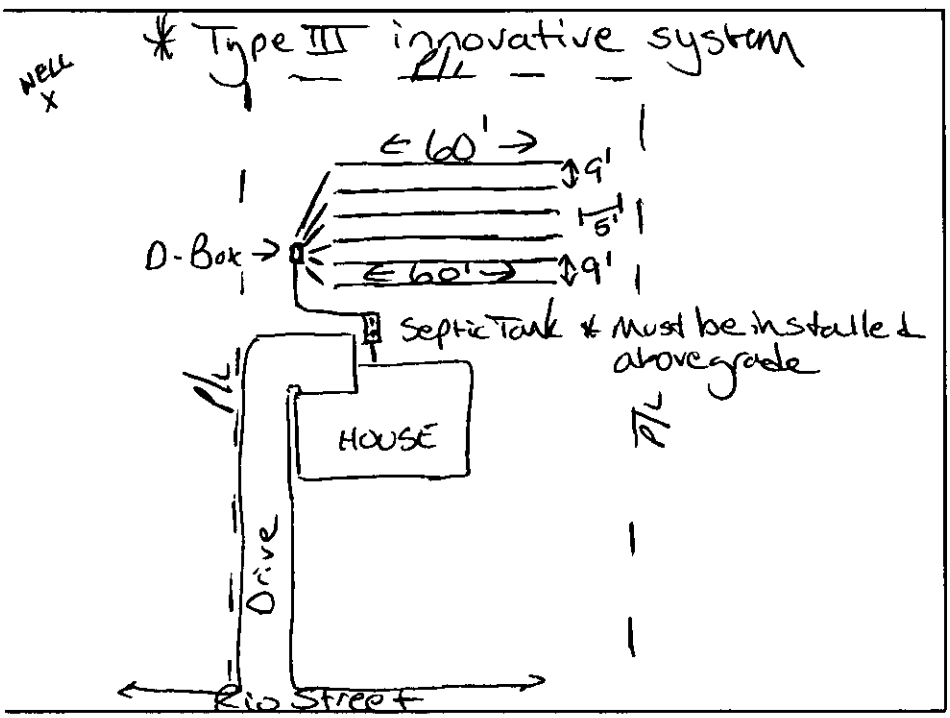
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 16495 DATE: 10-21-97

TC: 015-213-13 ☐ L

SERIAL Nº 17487

Permission is hereby given to ✓ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 12-19-96. All work shall be completed on or before 11-21-97, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — gallons

Tank Construction PCC

Trench Depth ≤ 36"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous Yes

Total Line Length 360 feet

Number of Lines 6

Depth of Stone — inches

Distance from House 5 feet

Distance from Property Line 5 feet

Distance from Well ≥ 50' feet

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER James H. Roberts

LOCATION OF PROPERTY 9916 Rio Street

Comments: Type III innovative 3 bedrooms
(6) 3'W x 60'L x 36"d

Ramy B. Thompson, Jr., R.S.
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

Cash

FEE: 200.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** 1108
DATE: 1/8/97 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 1-6-96 or 97 PERMIT NO: 16495
PARCEL NO: 015-213-13

JOB LOCATION ADDRESS: 9916 Rio Street
PROPERTY OWNER: James H. Roberts
BUILDING CONTRACTOR:
SUBDIVISION NAME: Braff-la Rue Lot 4 Block E 97
AUTHORIZATION ISSUED BY: Kenny G. Thompson J.R.S. DATE: 1-6-96
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 16495, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: Keep well 100' away from septic System
Use type III innovative system with state approved 25% reduction in required line length

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

James Roberts 1-6-97
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number 16495 Tax Number: 015-213-13

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
25 Long-term acceptance rate	360 Max gallons/day wastewater flow	1080 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
Yes Serviced by private well	1500 Gallon septic tank	360' Total trench length (ft)	≤3' Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	N/A Gallon pump tank	N/A Depth of stone Sand around louvers		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: - Use Type III innovative system - use sand backfill around louvers of chamber if using a chamber system. - Keep well 100' away from septic system				
Repair Area System Type Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1080' Absorption Area (Sq ft) 360' Total Trench Length (Ft)	N/A Depth of Stone Trench 6" sand	9' Trench spacing (min. on centers)	≤3' Maximum Trench Depth	
For existing system, enter the year originally installed:				

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effec at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Departmen
- This Improvement permit is transferable.

Larry B. Thompson, J. L.S. 1-6-97
DEHNR Authorized Agent Date

James Roberts 1-6-97
Owner/Agent Signature Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL, HEALTH,
AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FEE: 100.00 Cash

DATE: 12-19-96

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

Cash $100.00
12/19/96
[X] CRT

TYPE APPLICATION: ✓ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT,
HEALTH, AND NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FILE #: 16495

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 015-213-13

STREET ADDRESS: ~~BRASILA PARK~~ 9916 Rio Dr

SUBDIVISION OR MOBILE HOME PARK NAME: BRASILA PARK

LOT NUMBER: LOT 4 / BE

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
✓ HOUSE (H)
__ MODULAR HOME (M)
__ MULTIPLE FAMILY (U)
__ OTHER (O)

TOWNSHIP (CHECK ONE):

✓ 0 MECKLENBURG
__ 1 CHARLOTTE
__ 2 DAVIDSON
__ 3 CORNELIUS
__ 4 PINEVILLE
__ 5 MATTHEWS
__ 6 HUNTERSVILLE
__ 7 MINT HILL

HEATED SQUARE FOOTAGE: 2000

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 2

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

✓ WITHOUT BASEMENT
__ ON SLAB
__ CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ MUNICIPAL (M)
✓ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

IF ANY OF THE FOLLOWING ARE LOCATED ON THE PROPERTY, PLEASE SHOW LOCATION ON PLAT:

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES ✓ NO
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES ✓ NO
WELL, SPRINGS OR WATERLINES __ YES ✓ NO
DESIGNATED WETLANDS __ YES ✓ NO

1.2 mi

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Ride (FIRST) Harold (MI) SR	NAME: (LAST) Roberts (FIRST) JAMES (MI) H
ADDRESS: 9936 Rio Dr	DAYTIME PHONE: (704) 532 - 0426
CITY: Huntersville STATE: N.C ZIP: 28078	
DAYTIME PHONE: ( ) -	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: James Roberts DATE: 12-19-96

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102



PROPOSED PLOT PLAN

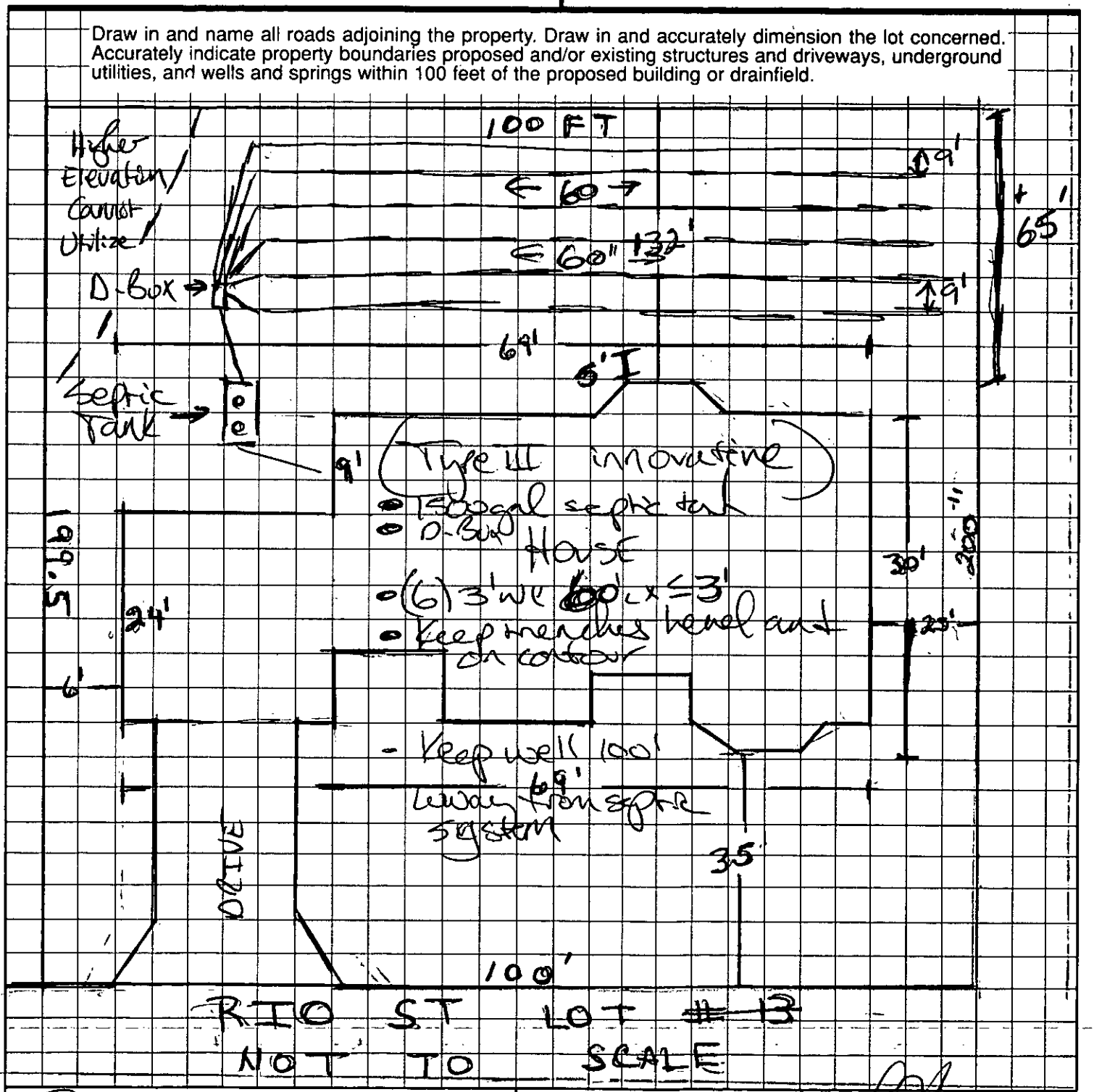
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

16495

FILE: ~~015-213-13~~

TC: 015-213-13

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



James Roberts
OWNER/AGENT SIGNATURE

DATE 1-6-97

APPROVAL DATE 1-6-97 J. Thompson

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

DATE 3/7/97

TO: CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION Meck

015-213-13
PARCEL NUMBER

9916 Rio St
ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

Lot 4
EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

NA
PROJECT NAME (IF APPLICABLE)

THE ABOVE DESCRIBED LOCATION HAS BEEN CHECKED CONCERNING:

1. SUBDIVISION REGULATIONS	**APPROVED**	**NOT APPROVED**
2. FLOODWAY REGULATIONS	**APPROVED**	**NOT APPROVED**
3. WATERSHED PROTECTION	**APPROVED**	**NOT APPROVED**
4. COMMERCIAL DRAINAGE PLAN	**APPROVED**	**NOT APPROVED**
5. PUBLIC UTILITY EASEMENT	**PRESENT**	**NOT PRESENT**
6. PROPERTY FRONTS ON THOROUGHFARE	**YES**	**NO**
7. DRIVEWAY PERMIT REQUIRED	**YES**	**NO**
8. DOES PROJECT CONFLICT WITH ROAD PROJECT?	**YES**	**NO**

REMARKS: D. Ldmr a patio

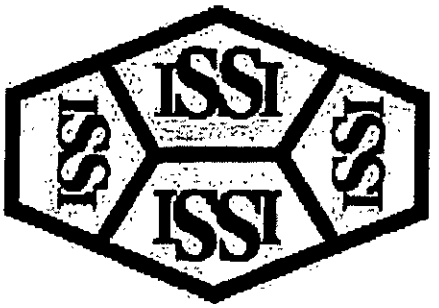
NOTE: THIS FORM MUST BE TURNED IN AT THE CASHIERS OFFICE WHEN PAYING PERMIT FEE. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED UNTIL TRANSPORTATION DIVISION GRANTS FINAL APPROVAL ON DRIVEWAY(S).

ALL OTHER FORMS OBSOLETE

☐ NEW ADDRESS

SIGNED: [signature]

REVISED 1/91



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ISSI Operations Center Staff

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FAX COVER SHEET

TO: Lorraine
DEPT:
FAX NO: 336-6894
PHONE NO:
NUMBER OF PAGES: 2

FROM: Wendy M Gilliland
Coldwell Banker
366-8024 Southmore
FAX NO:
PHONE NO: 366-8791
DATE: 12-20-96

REMARKS:
Contract has been accepted
now waiting for written approval.
for
7916 Rio Street

8327 Arrowridge Boulevard Suite Charlotte, North Carolina 28273. Phone (704) 523-6997 Fax (704) 523-6030

COLDWELL BANKER FLOUHOUSE REALTORS®

- 2901 Providence Road, Charlotte, NC 28211, O: 704/366-8791
- 1811 Sardis Rd. N #201, Charlotte, NC 28270, O: 704/845-2900
- 6548 Carmel Road, Charlotte, NC 28226, O: 704/541-5111

OFFER TO PURCHASE AND CONTRACT

James H. Roberts as Buyer, hereby offers to purchase and Harold Pride, Sr. as Seller, 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 personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Huntersville, County of, Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 9916 Rio Street Zip 28078.
Legal Description TAX # 015-213-13 001

2. **PERSONAL PROPERTY:** None

3. **PURCHASE PRICE:** The purchase price is $ 11,500.00 and shall be paid as follows:

(a) $ 500.00, in earnest money paid by personal check (cash, bank, certified or personal check) with the delivery of this contract, to be held in escrow by Coldwell Banker Flouhouse as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;

(b) $ N/A, by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;

(c) $ N/A, by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of N/A % per annum payable as follows: N/A

Prepayment restrictions and/or penalties, if any, shall be: N/A

Assumption or transfer rights, if any, shall be: N/A

(d) $ 11,000.00, the balance of the purchase price in cash at closing.

4. **CONDITIONS:** (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)

(a) The Buyer must be able to obtain a firm commitment on or before N/A, effective through the date of closing, for a N/A loan in the principal amount of $ N/A for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: N/A

(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A with mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance. (See Standard Provision No. 2) If such assumption requires the lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, those costs are as follows: N/A

(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential purposes.

5. **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: none
(Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. **OTHER PROVISIONS AND CONDITIONS:**

(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: (If none are to be deleted, state "None".) NONE

Property must pass perk test.

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before Jan. 28, 1997 at a place designated by buyer.
The deed is to be made to James Harvey Roberts

8. **POSSESSION:** Possession shall be delivered at Closing.
In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of $ N/A per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in 4 counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer: 12-18-96 Date of Acceptance: _____

Buyer James H. Roberts (SEAL) SELLER _____ (SEAL)

Buyer _____ (SEAL) SELLER _____ (SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 12-18-96 Firm Coldwell Banker Flouhouse
By Wendy McCullough

Selling Agent/Firm Wendy McCullough / Coldwell Banker Flouhouse Acting as ☒ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm _____ Acting as ☐ Seller's (sub)agent ☐ Dual Agent

REALTOR®

This Standard Form has been approved by the
NORTH CAROLINA BAR ASSOCIATION and the
NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. as recommended Form No. 750

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COLDWELL BANKER FLOUHOUSE REALTORS®

2901 Providence Road
Charlotte, NC 28211
O: 704/366-8791

1811 Sardis Rd. N #201
Charlotte, NC 28270
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OFFER TO PURCHASE AND CONTRACT

James H. Roberts as Buyer,
Harold Pride, Jr. as Seller,
hereby offers to purchase and agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Huntersville, County of, Mecklenburg State of North Carolina, being known as and more particularly described as:
Street Address 9916 O Rio Street Zip 28078
Legal Description: TAX # 015 213 17.001

2. **PERSONAL PROPERTY:** None

3. **PURCHASE PRICE:** The purchase price is $ 11,500.00 and shall be paid as follows:
(a) $ 500.00, in earnest money paid by personal check (cash, bank, certified or personal check) with the delivery of this contract, to be held in escrow by Coldwell Banker Flouhouse as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;
(b) $ N/A, by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;
(c) $ N/A, by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of N/A % per annum payable as follows: N/A

Prepayment restrictions and/or penalties, if any, shall be: N/A

Assumption or transfer rights, if any, shall be: N/A

(d) $ 11,000.00, the balance of the purchase price in cash at closing.

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(a) The Buyer must be able to obtain a firm commitment on or before N/A, effective through the date of closing, for a N/A loan in the principal amount of $ N/A for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: N/A
(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A, with mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance. (See Standard Provision No. 2) If such assumption requires the lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, these costs are as follows: N/A
(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential purposes.

5. **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: none
(Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. **OTHER PROVISIONS AND CONDITIONS:**
(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: (If none are to be deleted, state "None".) NONE
Property must pass perc test.

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before Jan. 28, 1997, at a place designated by buyer
The deed is to be made to James Harold Roberts

8. **POSSESSION:** Possession shall be delivered at Closing
In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of $ N/A per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in 4 counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer: 12-18-96 Date of Acceptance: _____
Buyer James Roberts (SEAL) SELLER _____ (SEAL)
Buyer _____ (SEAL) SELLER _____ (SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 12-18-96 Firm Coldwell Banker Flouhouse
By Wendy McCullough

REALTOR®

Selling Agent/Firm Wendy McCullough / Coldwell Banker Flouhouse Acting as: ☒ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm _____ Acting as ☐ Seller's (sub)agent ☐ Dual Agent

This Standard Form has been approved jointly by the NORTH CAROLINA BAR ASSOCIATION as Form No. 2
NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. as Standard Form No. 301

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