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House Auction Company
www.HouseAuctionCompany.com

CONTRACT FOR SALE OF REAL PROPERTY

State of North Carolina
Craven County

Address: _____ .

The undersigned Purchaser (aka Buyer), _____, agrees to buy, and the undersigned Seller, agrees to sell through House Auction Company, a licensed Real Estate broker, herein referred to as "Broker", all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property").

The purchase price of said Property shall be _____dollars (**\$**_____) and is inclusive of a 10% Buyer's Premium. The herein purchase price shall be payable to the Seller all cash at closing in immediately available funds. (This Contract is NOT contingent upon financing of any kind.)

Purchaser has paid to the Broker, receipt of which is hereby acknowledged, **\$**_____ bank wire transfer, **\$**_____ certified check, **\$**_____ personal or company check as earnest money to be applied towards the purchase price when the sale is consummated. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others or Seller may demand specific performance. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Purchaser upon Purchaser's request, but such return shall not affect any other remedies available to Purchaser for such breach. In the event of breach of this contract by Purchaser, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach. Prior to disbursing earnest money pursuant to this Agreement, TIME BEING OF THE ESSENCE, Broker shall give all parties thirty (30) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. TIME BEING OF THE ESSENCE, any party may object in writing to the disbursement, provided the objection(s) is received by Broker prior to the end of the thirty (30) day notice period; if a party fails to object to the disbursement provided by the Broker within the thirty (30) day notice period all objections are forever waived. TIME BEING OF THE ESSENCE, all objections not raised in a timely manner shall be deemed waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (2) disburse the earnest money pursuant to the terms of this agreement and so notify all parties; or (3) disburse the earnest money to the Clerk of Superior Court in the appropriate county, pursuant to G.S. 93A-12. **NO party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker accordingly.**

Seller warrants that Seller presently owns fee simple title to said Property subject to the Permitted Encumbrances (as hereinafter defined). At Closing, Seller agrees to convey title to said property by Executor's Deed, unless otherwise specified herein, subject only to (1) easements, rights-of-way, covenants, restrictions, encumbrances and other matters of record, if any; (2) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property,(3) taxes for the current year and all subsequent years; and (4) leases, other easements, other restrictions and encumbrances specified in this Contract, if any, and (5) any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations (collectively, the "Permitted Encumbrances"). In the event leases are specified in this Contract, Purchaser agrees to assume Seller's responsibilities there under to the Tenant and to the Broker who negotiated such leases.

Purchaser's Initials _____

Seller's Initials _____

TIME BEING OF THE ESSENCE, the Purchaser shall have **15 days** after acceptance of this Contract to examine title of Property and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Purchaser may not object to the Permitted Encumbrances. The title herein required to be furnished by the Seller shall be good and marketable, and that marketability shall be determined in accordance with Applicable Law. If no written objection to title is raised within fifteen (15) days then all title objections are forever barred.

Any defect in the title which does not impair marketability pursuant to said applicable law and practice shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or other documents, if any, required by the applicable law and practice to cure such defect. In the event curative work in connection with the title is required and the Purchaser has raised a timely title objection within the fifteen (15) day period, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completion of necessary curative work but in no event shall such extension exceed 120 days from original closing deadline. If title is not marketable at expiration of said period, Purchaser shall have the option of (1) Accepting the title as is, or (2) Demanding a refund of the deposit and this Contract shall be null and void. A refund of the deposit shall constitute a full and complete release by Purchaser of Seller for any further obligations under the contract.

Should the Property be destroyed or substantially damaged before time of closing, Seller is to notify immediately the Purchaser or Broker, after which the Purchaser may declare this Agreement void and receive a refund of the earnest money deposited. In the event Purchaser elects not to void this Agreement pursuant to this paragraph, then within five (5) calendar days after Seller receives notification of the amount of the insurance proceeds, if any, Seller shall notify Purchaser of the amount of insurance proceeds and the Seller's intent to repair or not to repair said damage. Within five (5) calendar days of Seller's notification, Purchaser may (A) declare this Agreement void and receive a refund of the earnest money deposited, or (B) consummate this agreement and receive such insurance proceeds as are paid on the loss if Seller has elected not to repair said damage.

Unless otherwise provided herein, the property shall be in substantially the same condition at closing as it was on the date of the offer (reasonable wear and tear and the removal of non-transferring personal property excepted).

Purchaser's earnest money deposit shall not be deposited in Broker's escrow account until such time as this Contract is accepted by all parties.

Neither Seller nor Broker makes any warranties or representations as to the status of any oil, gas, or mineral rights pertaining to the Property. The Seller agrees to convey all its interest in any such oil, gas, or mineral rights to the Purchaser at closing. This sale shall be subject to any prior reservation or sale of such oil, gas, and mineral rights, if any. Seller and Broker make no representations as to the availability of sewer, septic tank or improvement permits and/or water services.

Neither Seller nor Broker make any warranties or representations to Purchaser with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

Broker and Seller have gathered information contained in promotional materials from sources believed to be reliable but not guaranteed. Purchaser acknowledges that Purchaser has inspected the Property or has had the opportunity to do so and chose not to inspect the Property. Purchaser is relying solely on his own inspection and judgment and not on any representations by Seller in purchasing the Property. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults.

Purchaser's Initials _____

Seller's Initials _____

The Seller shall have no obligation to make repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser. Purchaser and Seller acknowledge and agree that the only Broker involved in this transaction as Seller's agent is House Auction Company, Inc. Broker has acted exclusively as agent for the Seller in this transaction. Broker has not acted as agent for the Purchaser.

Seller and Purchaser agree that each shall execute and deliver such documents as may be necessary or proper to carry out the terms of this Contract at such reasonable time and place as Seller may set for the consummation of sale.

This Agreement shall not be transferred or assigned without the written consent of all parties to this Agreement and any permitted assignee shall fulfill all the terms and conditions of this Agreement.

Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at closing, and closing shall constitute Purchaser's acceptance of the Property in its then existing condition, unless provision is otherwise made in writing. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of Internal Revenue Code Section 1445.

Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or by (D) the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Seller.

Closing Attorney is instructed to: (A) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code 1445; (B) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction, and comply with any other reporting requirements related thereto, and (C) unless otherwise provided herein, apply earnest money as a credit toward Broker's Commission with any excess being paid to Seller at closing.

This Contract is inclusive of the special conditions of sale contained in Exhibit "B" attached hereto and made a part of this Contract by reference. If special stipulations are in conflict with prior printed context of this Contract then the special stipulations will govern this agreement.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

If any provisions herein shall be legally unenforceable or in the event that a Court of competent jurisdiction shall deem any of the provisions contained in this contract invalid or unenforceable, they shall be deemed severed from the other provisions of this contract, and the remaining provisions shall, nevertheless, be valid and enforceable and continue in full force and effect. The invalidity or the unenforceability shall be construed in all respects as though such invalid or unenforceable provisions were omitted.

Any litigation or dispute arising out of this agreement shall first be mediated before any lawsuit or legal proceeding is filed. The parties shall in good faith agree on a third party neutral mediator. The mediator shall set guidelines. The parties shall in good faith mediate the dispute and divide the cost of said mediator. All mediation will be conducted in the County of Carteret, North Carolina. If mediation is unsuccessful then all litigation arising out of this agreement shall be heard in a court of competent jurisdiction within the County of Carteret, State of North Carolina. All parties expressly agree to submit to this venue and hereby expressly waive any grounds for an alternate venue.

Authorization to Disclose Information: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

Purchaser's Initials _____

Seller's Initials _____

Except as herein otherwise provided to the contrary, this agreement shall be binding upon and inure to the benefit of the undersigned parties hereto, their personal representatives, successors and assigns. Purchaser and Seller declare and expressly acknowledge that each has read and fully understands the terms set forth in this Contract.

This offer remains binding and irrevocable through _____. If this offer is not accepted by the Seller by said date the earnest money deposit shall be returned and this agreement shall be null and void.

The foregoing offer is ACCEPTED by the Seller on _____.

PURCHASER: _____

SELLER: _____.

By: _____

By: _____

As its: _____

Date: _____

Date: _____

By: _____

By: _____

Date: _____

Date: _____

BROKER: House Auction Company

By: _____

As its: _____ / _____ NC R.E. Lic # _____

Date: _____

By signing here, Broker acknowledges receipt of the earnest money as more particularly described herein.

Purchaser's Initials _____

Seller's Initials _____

EXHIBIT "A"

A certain lot or parcel of land situated in the _____ **Township, Craven County, North Carolina**, more particularly described as follows:

(LEGAL DESCRIPTION): _____ .

STREET ADDRESS: _____ .

Parcel ID #: _____ Deed Ref: _____ Map Book Ref: _____ .

Purchaser's Initials _____

Seller's Initials _____

EXHIBIT "B"

1. **On the Preliminary Sale Maps the distances and acreages are estimated. REGARDING TRACTS # 2 and # 3: Should Tract #2 and #3 sell to separate buyers, then the final acreage will be adjusted based on a field survey conducted by the designated surveyor named herein and in accordance with existing subdivision laws.** Should Tract #2 and #3 sell divided to separate buyers, then a boundary survey will be made by Johnny J. Williams Land Surveying (Surveyor), 219 E. Main Street, Beulaville, NC 28518 – telephone 910-298-8272, land surveyor registered in the State of North Carolina, to perform a boundary survey of the Property in accordance with the minimum technical requirements for the State of North Carolina and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. **Should Tracts # 2 and # 3 sell to separate buyers, the Surveyor will charge each respective buyer a survey fee of \$800.00, payable at closing.** Division stakes are intended for approximation use only. Actual boundary lines are to be determined by boundary field survey and may vary slightly by field markers. It is understood that the acreage and dimensions of the tracts may vary according to actual final boundary survey. **These Tracts are selling by the "whole dollar" and there will be NO adjustment in price based upon the final acreage in the final boundary survey.** All survey expenses are to be paid by the Buyer. For this fee, the surveyor will mark all property corners and provide the Buyer with a recordable Plat. This fee does not include the actual opening of the lines. The surveyor will open lines for an additional fee. As used herein, the term "surveyed acreage" means the total gross acreage of the Property without any deduction for any portion thereof located in the bounds of any roadways (except deeded roads), easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. In the event either party defaults under the terms of the Sale Contract, the defaulting party will be responsible for the survey expense. **Should Tracts #2 and #3 sell as a whole to one Buyer, NO survey will be required and the property will be conveyed from existing legal description.**

2. **Closings: Time being of the essence, this sale shall be closed on or before October 27, 2020. Buyer's closing attorney shall provide the settlement statement and closing package to the Seller's Broker and Seller's closing attorney NO LATER than four (4) business days prior to the scheduled closing date for Seller's review and execution.** Seller will not attend closing; however Seller will deliver closing documents to the Buyer's closing attorney to hold in trust pending Buyer's completion of the transaction. The Seller will pay for the preparation of the General Warranty Deed, documentary deed stamps and seller's prorated share of the Ad Valorem (real property) taxes. The Buyer(s) will pay for all other closing costs associated with this sale, including but not limited to preparation of the Settlement Statement / HUD, State and local recordation fees and taxes, receiving and disbursing the funds, any overnight or regular shipping of documents, ALL wire transfer fees associated with Buyer's earnest money Deposit and any title insurance or title search fees the Buyer desires. Real estate taxes will be prorated as of the date of closing.

3. This property is being conveyed by General Warranty Deed.

3. **This sale excludes all personal property located on the property.**

4. **Time being of the essence, this sale shall be closed on or before October 27, 2020, except as provided in the curative title work section of this contract.**

5. **The 2020 ad valorem taxes and any HOA Annual Dues will be prorated between the Seller and Purchaser as of the date of closing.**

6. **Possession of the property will be granted to the purchaser at closing, NO EXCEPTIONS.**

7. **This property is being conveyed subject to (1) easements, rights-of-way, covenants, restrictions, and other matters of record, if any, (2) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property; (3) Ad valorem taxes for the current year and subsequent years; (4) leases, other easements, other restrictions and encumbrances specified in the Sale Contract, if any, and (5) any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.**

Purchaser's Initials _____

Seller's Initials _____