OFFER TO PURCHASE AND CONTRACT-VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

	lma Cool Buyer a	and wife, Hap	py Day Buye	er		, as Buyer,
hereby offers to purchase and	Fair	Deal Seller a	nd wife, Get	rid Ofit Seller		, as Seller,
upon acceptance of said offer, agrees	s to sell and convey	, all of that plot	, piece or parce	el of land describ	ed below (hereafte	r referred to
as the "Property"), upon the following	ng terms and condition	ions:				
1. REAL PROPERTY: Located in	the City of		Ci	ty		, County of
Pitt		, State of Nortl	n Carolina, bei	ng known as and	more particularly	described as:
Street Address	987 Neighl	borhood Stre	et City, NC		Zip	27858
Street AddressNOTE: Governmental authority over	er taxes, zoning, sch	nool districts, ut	ilities and mail	delivery may di	ffer from address s	shown.
Subdivision Name		Ве	est in Town			
Plat Reference: Lot	, Bloo	ck or Section				as shown on
Plat Book or Slide 222	at Page(s)	111	_ (Property ac	quired by Seller	in Deed Book	at
Page).						
\mathbf{X} All \square A portion of the property in	n Deed Reference: I	Book	Page No	111	Pitt	County
NOTE: Prior to signing this Offer to	o Purchase and Cor	ntract - Vacant I	Lot/Land, Buye	er is advised to r	eview Restrictive (Covenants, if
any, which may limit the use of t	he Property, and	to read the De	claration of R	estrictive Cov	enants, By-Laws,	Articles of
Incorporation, Rules and Regulation						
If the Property is subject to regulation	on by an owners' as	sociation, it is r	ecommended t	hat Buyer obtair	a copy of a comp	leted Owners'
Association Disclosure And Addend	um (standard form	2A12-T) prior t	o signing this (Offer to Purchase	and Contract, and	include it as
an addendum hereto.			'	, ,		
2. PURCHASE PRICE: The pur	rchase price is \$ _		a real dea	W.	and shall be	
Dollars. Should any check or other						
drawn, Buyer shall have one (1) ba						
timely deliver good funds, the Selle	er shall have the rig	to terminate	this contract u	pon written noti	ce to the Buyer. T	The purchase
price shall be paid as follows:						_
	, EARNEST N	MONEY DEPO	SIT with this c	offer by \square cash	$oldsymbol{ imes}$ personal check $^{oldsymbol{arphi}}$	⊔bank check
☐ certified check ☐ other:		N/A		to b	e deposited and he	eld in escrow
by Prudential Prime I						
will be credited to Buyer, or until th						
conditions hereto are not satisfied, the						
all earnest monies shall be refunded						
Buyer for such breach. In the even						Seller upon
Seller's request, but such forfeiture s						
NOTE: In the event of a dispute be						
real estate broker ("Broker") is requ						
in the Escrow Agent's trust or escro						
disposition or until disbursement is						
Money, the Broker may deposit the §93A-12.	disputed monies with	th the appropria	te clerk of cour	t in accordance	with the provisions	s of N.C.G.S.
M (CHECK IE ADDITION DIE)	THE DARWING A	ODEE OH * *	A DEAT FO	TATE PROTE	DACE EIDEA	OTING AC
(CHECK IF APPLICABLE)						
ESCROW AGENT MAY PLAC						
TRUST ACCOUNT, AND THAT						
CONSIDERATION OF THE B	APENSES INC	OKKED BY N	MAINTAINT	NG SUCH AC	COUNT AND I	RECUKDS
ASSOCIATED THEREWITH.						
		Dogg 1 of	7			
This form jointly an	nroved by:	Page 1 of	/		STANDARD	FORM 12-T

REALTOR®

This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc. EQUAL HOUSING OPPORTUNITY

STANDARD FORM 12-T Revised 1/2008 © 1/2008

Buyer initials _____ Seller initials _____

(b)			OSIT to be paid to Escrow Agent no later than
	<i>N/A</i>	, <i>TIME BEING OF THE ESSENCE</i> WITH F	
(c)			ph 13, Alternative 2, to be paid to Seller on the
. T		Forth in paragraph 22. (NOTE: If Alternative 2 applies, the	
(d)		BY ASSUMPTION of the unpaid principal by	
(a)		eed of trust on the Property in accordance with the attach	
(e) (f)		, BY SELLER FINANCING in accordance with a purchase price in cash at Co., BALANCE of the purchase price in cash at Co.	
	LOAN CONDITION:	, DALANCE of the purchase price in cash at C	Closing.
		able to obtain a ⊠Conventional □ Other: N/A	loan at a ⊠ Fixed Rate □ Adjustable Rate
		t of a real deal - down payment for a term of	
	to exceed 7 % p	er annum, with mortgage loan discount points not to exce	eed <u>0</u> % of the loan amount ("Loan").
(b)	Loan Obligations: The	e Buyer agrees to:	
		lication for the Loan, authorize any required appraisal a	nd pay any necessary fees within days
	after the Effective		
	- ·	Seller written confirmation from the lender of having app	
		ller written confirmation from the lender of having appli	
		loes not furnish Seller written confirmation from the ler erminate this contract by written notice to Buyer at any	
		the application or a waiver of the Loan Condition, and	
		Seller's sole and exclusive remedy for Buyer's failure to	
		the Property. Buyer further agrees to:	o close, but without thinking series s rights under
		ion for and approval of the Loan diligently and in good fa	aith;
		promptly provide requested documentation to lender.	
(c)	Inability to Obtain I	coan Approval: If Buyer has complied with Buyer's	Loan Obligations (iii) and (iv) above, then within
		e Effective Date (or any agreed-upon written exten	
		ve the right to terminate this contract for inability to ob	
		ayer has timely delivered such notice, this contract shall	
		r fails to deliver such notice, then Buyer will be deemed	
		ability to obtain the Loan, then all Earnest Money shall	
		remedy for Buyer's failure to close, but without limiting	
		: Buyer is advised to consult with Buyer's lender to ass	
oota	an the Loan is sufficien	t to allow Buyer's lender time to take all reasonable steps	necessary to provide remadie roam approvar.)
4 F	FLOOD HAZARD DIS	SCLOSURE/CONDITION (Choose ONE of the following	ing alternatives):
		knowledge, the Property IS located partly or entirely	
		t it may be necessary to purchase flood insurance in order	
	any federally regulated	l institution or a loan insured or guaranteed by an agency	of the U.S. Government.
X	To the best of Seller's	knowledge, the Property IS NOT located partly or entirel	y within a designated Special Flood Hazard Area.
		tive Date of this contract, it is determined that the Proper	
		Area according to the current FEMA flood map, or if	
		s Buyer to obtain flood insurance as a condition of making	
	the right to terminate in	nis contract upon written notice to Seller, and all earnest	momes shall be refunded to Buyer.
5. (OTHER CONDITION	NS: (State N/A in each blank that is not a condition to this	s contract.)
		riction, easement, zoning or other governmental regulation	
(b)	The Property must be i	n substantially the same or better condition at Closing as	on the date of this offer, reasonable wear and tear
	excepted.		
		praise at a value equal to or exceeding the purchase pric	
		rnest monies shall be refunded to Buyer, even if the L	coan Condition has been waived as provided in
	paragraph 3.		
I	If this contract is NOT	subject to a financing contingency requiring an appr	raisal, Buyer shall arrange to have the appraisal
			, ,
		Page 2 of 7	
		- ~80 - 01 /	STANDARD FORM 12-T
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	Buyer initials	Seller initials	© 1/2008

- (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 and insurable 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: NOTE**: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): **None known; if any, to be Seller's responsibility.**

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

- 8. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$_______ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.
- 9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.
- **10. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

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Buyer initials	Seller initials	Revised 1/2008 © 1/2008

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the last agreed-upon extension of the Closing Date, however, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. PROPERTY INSPECTION/INVEST	ΓΙGATION (Choose ON	LY ONE of the following	ng Alternatives);
X <u>ALTERNATIVE 1</u> :			K /
(a) Soil, Water, Utilities And Environme	ental Contingency: This	s contract is contingent	upon Buyer obtaining report(s) that (i) the
soil is suitable for Buyer's Intended Use			
contamination, law, rule or regulation tha			
prohibits, restricts or limits Buyer's Intende	ed Use (collectively the "	'Reports"). All costs as	nd expenses of obtaining the Reports shall
be borne by Buyer. Buyer shall use Buy	er's best efforts to obtain	n such Reports. If the	Reports cannot be obtained, Buyer may
terminate this contract and the Earnest Mor	ney Deposit shall be refun	nded to Buyer. Buyer w	vaives this condition unless Buyer provides
written notice to Seller by	days from offer	that this condition	on cannot be satisfied, TIME BEING OF
THE ESSENCE.			
(b) Sewer System (check only ONE):			
$oldsymbol{ol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{ol{oldsymbol{ol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{ol{ol}ol}}}}}}}}}}}}$			he Improvement Permit attached hereto as
Exhibit A and hereby approves and accepts			
\square Seller represents that the system has bee			
to the system. Buyer acknowledges receip			
inspecting or obtaining, at Buyer's expense			
function for which intended and is in need			
shall be refunded to Buyer. Buyer			
	ondition cannot be satisfie		
☐ This Contract is contingent upon ☐ Buy			
from the County Health Departs	nent ("County") to	or a (check only C	ONE) \square conventional or \square other
- 1. D	ground absorp	ption sewage system for	r a bedroom home. All costs and
expenses of obtaining such Permit or writt			•
Seller, by no later than County to perform its tests and/or inspection			hat portion of the Property required by the
the Improvement Permit or written evaluati			
terminate this Contract and the Earnest Mo			(date), either party may
☐ Buyer has investigated and approved the	availability costs and av	rnances to connect to a	nublic or community sawar system
(c) CLOSING SHALL CONSTITUTE			
UNLESS PROVISION IS OTHERWISE			TIS THEN EXISTING CONDITION
errend in the result of the re	THE ENTRY OF	_	
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Buyer initials	Seller initials		Revised 1/2008 © 1/2008
• ———			

ALTERNATIVE 2: (This alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.) a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by Buyer to teller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee") Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. or N/A	"), ne on ny of to ce on er se
4. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which hall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agent and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the oregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Propert and/or out of Seller's negligence or willful acts or omissions. 5. OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THE CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)	ed er ch tts ne tty
Additional Provisions Addendum (Form 2A11-T) Loan Assumption Addendum (Form 2A6-T)	
Back-Up Contract Addendum (Form 2A1-T) South 718 Sumption 7 Redendum (Form 2A1-T) Wowners Association Disclosure And Addendum (Form 2A12-T)	
Contingent Sale Addendum (Form 2A2-T) Seller Financing Addendum (Form 2A5-T)	
FHA/VA Financing Addendum (Form 2A4-T)	
OTHER:	
6. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.	
7. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, the his contract shall be binding on the assignee and his heirs and successors.	en
8. TAX-DEFERRED EXCHANGE : In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the onveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging arty shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging part hall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional ocuments, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE : If Alternative 2 undaragraph 13 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)	ng ty al
9. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heir uccessors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neutenders, as appropriate.	
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Revised 1/200	
Buyer initials Seller initials	08

- **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. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.
- 23. COMPUTATION OF DAYS: Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer \boxtimes has \square has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date:		Date:	
Buyer		(SEAL) Seller	(SEAL)
Date:	Ima Cool Buyer	Date: Fair Deal Seller	
Buyer		(SEAL) Seller	(SEAL)
	Happy Day Buyer	Getrid Ofit Seller	

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BI	U	Y	ER	NO	ΤI	CE	AD	DRESS	:

Mailing Address:

SELLER NOTICE ADDRESS:

Mailing Address:

City, NC 27858
Seller Fax#:
Seller E-mail Address:
LISTING AGENT NOTICE ADDRESS:
Mailing Address: 2625 Charles Blvd.
Greenville, NC 27858
Listing Agent Fax#: 252-439-0280
Listing Agent E-mail Address: rudy@realestaterudy.com
Listing Agent Phone#: 252-439-0221

987 Neighborhood Street

terms hereof. Date______ Firm: _____ Prudential Prime Properties (Signature) Individual Selling Agent/license # John Stuckey, Rudy Schulte Team 111111 Prudential Prime Properties Firm Name: Acting as Buyer's Agent Seller's (sub)Agent Dual Agent Individual Listing Agent/license # Rudy Schulte 101749 Prudential Prime Properties Firm Name: _____ Acting as □ Seller's (sub)Agent ■ Dual Agent

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the