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).

Ima Cool Buver and wife. Happy Day Buver

	In	na Cool Buyer an	id wife, Hap	py Day Buy	er	, a	s Buyer,
hereby offers to	o purchase and	Fair D	Deal Seller a	nd wife, Ge	trid Ofit Selle	er , as	s Seller,
	ce of said offer, agrees y"), upon the following			, piece or parc	el of land descr	ribed below (hereafter ref	erred to
1. REAL PRO	PERTY: Located in t	he City of		С	city	. (County of
11112112110	Pitt		State of Nort	n Carolina, bei	ing known as a	, C nd more particularly desc	ribed as:
Street Address		987 Nei	ghborhood	Street		Zip	11000 451
					l delivery may	differ from address show	n.
Subdivision Na		8,		st in the City			
Plat Reference:	: Lot	, Block	or Section			as sh	nown on
Plat Book or S	: Lot lide	at Page(s)	111	(Property a	cquired by Sel	ler in Deed Book	at
Page).	_		_ ` ' '			
X All □ A por	rtion of the property in	Deed Reference: Bo	ook 1122	Page No.	3344	Pitt	County
NOTE: Prior t	to signing this Offer to	Purchase and Contr	act - Vacant I	Lot/Land, Buy	er is advised to	review Restrictive Cove	nants, if
any, which ma	ay limit the use of th	e Property, and to	read the De	claration of I	Restrictive Co	venants, By-Laws, Art	icles of
Incorporation,	Rules and Regulations	, and other governin	ng documents	of the owners	'association ar	nd/or the subdivision, if ap	plicable.
						ain a copy of a completed	
Association Di	sclosure And Addendu	m (standard form 2A	A12-T) prior t	o signing this	Offer to Purch	ase and Contract, and incl	ude it as
an addendum h				'			
	SE PRICE: The purc					and shall be paid	
						tution upon which the pag	
drawn, Buyer	shall have one (1) ban	king day after writt	ten notice to	deliver good t	funds to the pa	yee. In the event Buyer of	loes not
		shall have the right	t to terminate	this contract	upon written n	otice to the Buyer. The p	ourchase
price shall be p	oaid as follows:					. 🔽	
(a) \$	2,000.00	, EARNEST MO		SIT with this		h X personal check □ ba	
	eck Uother:		N/A	///D		be deposited and held in	
by		ing Firm		("Escroy	w Agent") until	the sale is closed, at whi	ch time it
						is not accepted; or (2) ar	
						f breach of this contract b	
						et any other remedies ava shall be forfeited to Sell	
	t, but such forfeiture sh						er upon
Seller 8 request	i, but such forfeiture sir	all flot affect ally out	ier remedies a	ivaliable to se	ilei ioi sucii bi	eacii.	
NOTE: In the	e event of a dispute bet	ween Seller and Bu	yer over the r	eturn or forfei	iture of earnest	money held in escrow, a	licensed
						grees) to retain said earnes	
						from the parties consenti	
						f a Broker is holding the	
	oker may deposit the di	sputed monies with	the appropria	te clerk of cou	ırt in accordanc	ce with the provisions of N	I.C.G.S.
§93A-12.							
X (CHECK)	IF APPI ICARI F) T	HE PARTIES AC	CREE THAT	AREALE	STATE RRO	KERAGE FIRM ACTI	NGAS
FSCROW AC	CENT MAV PLACE	'ANV FARNEST	MONIFS D	FPOSITED	RV RIIVER I	IN AN INTEREST BEA	ARING
						TO THE ESCROW AG	
						ACCOUNT AND REC	
	D THEREWITH.					i i i i i i i i i i i i i i i i i i i	J U
			Page 1 of	7			
	This form jointly app North Carolina Bar A					STANDARD FOI Revise	RM 12-T ed 1/2008

© 1/2008

REALTOR®

North Carolina Association of REALTORS®, Inc.

____ Seller initials _____

(b)				T to be paid to Escrow Agent no later than
		_, TIME BEING OF THE ESSE		
(c)	•			3, Alternative 2, to be paid to Seller on the
	-		* *	o not insert \$0, N/A, or leave blank).
(d)				ce and all obligations of Seller on the existing
	· · · · · · · · · · · · · · · · · · ·	ist on the Property in accordance v		-
(e)	\$0	_, BY SELLER FINANCING in a	accordance with the	e attached Seller Financing Addendum.
(f)		_, BALANCE of the purchase pri	ce in cash at Closir	ng.
	LOAN CONDITION:	Y a 1 \(\sigma \)	A1/A	1 / ME: 1B / DAI: /11 B /
(a)		tain a Conventional Uther: _ real deal-down payment		loan at a \boxtimes Fixed Rate \square Adjustable Rate \bigcirc year(s), at an initial interest rate not
				year(s), at an initial interest rate not 0 % of the loan amount ("Loan").
(b)	Loan Obligations: The Buyer as		nts not to exceed _	70 of the foan amount (Loan).
(0)			ed appraisal and pa	ay any necessary fees within 7 days
	after the Effective Date;	,,,,	FF F	
		tten confirmation from the lender	of having applied	for the Loan.
If B	- ·		~	r the Loan, Seller may make written demand
				of application within five (5) days after such
				thereafter, provided Seller has not received
				arnest Money shall be forfeited to Seller as
			yer's failure to clo	se, but without limiting Seller's rights under
para	ragraph 14 for damage to the Prop			
	=	d approval of the Loan diligently	-	
		provide requested documentation		
(c)				Obligations (iii) and (iv) above, then within
ECC				of this deadline) TIME BEING OF THE
	•			Loan approval by delivering to Seller written
	•	•		null and void and all Earnest Money shall be
				we waived this condition. Thereafter, if Buyer refeited to Seller as liquidated damages and as
				er's rights under paragraph 14 for damage to
				hat the number of days allowed for Buyer to
				essary to provide reliable loan approval.)
oou	and the Loan is sufficient to anow	Buyer's lender time to take all rea	asonable steps fiece	assary to provide remadic roam approvar.)
4. 1	FLOOD HAZARD DISCLOSU	RE/CONDITION (Choose ONE	of the following al	Iternatives):
				in a designated Special Flood Hazard Area.
				obtain any loan secured by the Property from
	any federally regulated institution	on or a loan insured or guaranteed	by an agency of the	e U.S. Government.
X	To the best of Seller's knowledg	ge, the Property IS NOT located pa	artly or entirely wit	thin a designated Special Flood Hazard Area.
	If, following the Effective Date	of this contract, it is determined t	hat the Property is	located partly or entirely within a designated
				contract is subject to a Loan Condition and
				e Loan, then in either event Buyer shall have
	the right to terminate this contra	ct upon written notice to Seller, an	nd all earnest moni	es shall be refunded to Buyer.
_	OTHER CONDITIONS (ST.	N/A		4
		N/A in each blank that is not a co		
				hat would prevent the reasonable use of the
(h)	The Property must be in substan	tially the same or better condition	at Closing as on th	purposes. ne date of this offer, reasonable wear and tear
(0)	excepted.	duly the same of better condition	at Closing as on a	ie date of this offer, reasonable wear and tear
(c)		a value equal to or exceeding the	purchase price or.	at the option of Buyer, this contract may be
(0)				Condition has been waived as provided in
	paragraph 3.	• /		1
			iiring an appraisal	, Buyer shall arrange to have the appraisal
	completed on or before	·		
		Page 2 o	f 7	
		C		STANDARD FORM 12-T
	Davien initial	Callon in High		Revised 1/2008
	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.

у рау виуег		·
	Page 3 of 7	STANDARD FORM 12-T
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.

<u>CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS</u> 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.

 <u>ALTERNATIVE 1</u>: (a) Soil, Water, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining 	to report(s) that (i) the
	or report(s) that (i) the
(a) Soil Woton I tilities And Unvinonmental Contingency: This contract is contingent upon Duver obtaining	in report(s) that (i) the
soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there	
contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is	
prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtain	
be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be	
terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition	• •
written notice to Seller by 30 days from offer that this condition cannot be satisfied that this condition cannot be satisfied.	ed, TIME BEING OF
THE ESSENCE. (b) Several System (check only ONE).	
(b) Sewer System (check only ONE): ☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Period.	mit attached hanata ac
Exhibit A and hereby approves and accepts said Improvement Permit.	init attached hereto as
Seller represents that the system has been installed, which representation survives Closing, but makes no furt	thar rangeantations as
to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer sh	
inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system	
function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Ea	
shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written n	
that this condition cannot be satisfied, <i>TIME BEING OF THE ESSENCE</i> .	office to serier by
This Contract is contingent upon Buyer Seller ("Responsible Party") obtaining an Improvement Permi	t or written evaluation
from the County Health Department ("County") for a (check only ONE) Six convent	tional or Dother
ground absorption sewage system for a bedroo	
expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise	
Seller, by no later than 10 days from offer, shall be responsible for clearing that portion of the Pro	
County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or	
the Improvement Permit or written evaluation from the County cannot be obtained by 30 days from offer (
terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.	(date), ethici party may
\Box Buyer has investigated and approved the availability, costs and expenses to connect to a \Box public or \Box compared to \Box	munity sewer system
(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXIST	
UNLESS PROVISION IS OTHERWISE MADE IN WRITING.	III (G COI(DIIIOI)
C. Made 1 No 1 Add	
Page 4 of 7	
· · · · · · · · · · · · · · · · · · ·	NDARD FORM 12-7
	Revised 1/2008
Buyer initials Seller initials	© 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 new upon the Property for 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.	
Page 5 of 7	
STANDARD FORM 12-	-T
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.

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	:

SELLER NOTICE ADDRESS:

Mailing Address:	123 Sesame Street	Mailing Address:	987 Neighborhood Street
_	rald City, OZ 12345		City, NC 27858
Buyer Fax#:		Seller Fax#:	
Buyer E-mail Address: _		Seller E-mail Address:	
SELLING AGENT NO	TICE ADDRESS:	LISTING AGENT NO	OTICE ADDRESS:
Mailing Address:	2625 Charles Blvd.	Mailing Address:	2625 Charles Blvd.
Gre	eenville, NC 27858	G	reenville, NC 27858
Selling Agent Fax#:	252-439-0280	Listing Agent Fax#:	252-439-0280
Selling Agent E-mail Ad	dress: john@realestaterudy.com	Listing Agent E-mail A	Address: rudy@realestaterudy.com
Selling Agent Phone#: _	252-439-0221	Listing Agent Phone#:	2420439-0221

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

Page 7 of 7