

REO SERVICES DIVISION

5121 PARKWAY PLAZA BLVD

SUITE 200

CHARLOTTE, NC 28217

PHONE 704-643-0290

FAX 704-656-0810

OFFICES:
ASHEVILLE
CHARLOTTE
RALEIGH
WILMINGTON
WINSTON-SALEM
N. CHARLESTON, SC
GREEN, SC
FRANKLIN, TN

* Also licensed in South Carolina
** Also licensed in Tennessee

THOMAS E. BROCK
GREGORY A. SCOTT
JAMES P. BARNER
MARK A. PEARSON
M. TODD JACKSON
BRYAN L. CAMPBELL

RE: CLOSING ATTORNEY

LISTING AGENT-PLEASE FORWARD A SIGNED COPY OF CONTRACT TO SELLING AGENT!!!

BE ADVISED THAT BROCK & SCOTT, PLLC IS THE CLOSING ATTORNEY FOR FEDERAL HOME LOAN
MORTGAGE CORPORATION ONLY. BROCK & SCOTT, PLLC CANNOT REPRESENT THE BUYER ON ANY
FREDDIE MAC CLOSING.

IN ORDER TO PROCESS THESE CLOSINGS IN A TIMELY MANNER:

- Continued closing date. Please call or email me this information as soon as possible so we can inform the seller
- It is our client's policy to review the FINAL HUD at least 72 hours prior to closing. However, please do not send over a HUD until you are in receipt of a loan package. Please inform the lender 72 hours is required by the seller to have the HUD approved. Sending over a preliminary HUD does not save time at all, but sometimes can cause delay.
- The executed Special Warranty Deed and Lien Waiver will be sent to your office via overnight delivery. We will not send the documents until we are in receipt of the settlement statement.
- This transaction must close on or before the contract deadline date or the seller may impose a monetary charge to the buyer(s).
- Once the HUD has been approved, you will be provided with the wire and/or overnight instructions for the seller's proceeds.

PLEASE NOTE:

The Deed, Lien Waiver and Deposit Earnest Money (if any) SHALL be held in Trust by the Closing Attorney until the Closing Attorney is in a position to FULLY FUND the Closing to the Seller.
If the closing does not take place for any reason, the Closing Attorney warrants that the Deed, Lien Waiver and Deposit Earnest Money (if any) SHALL be returned to Brock and Scott, PLLC.

If you have any questions or need additional information, you may contact me at 704-643-0290 or email me at LShesser.Sherrer@BrockandScott.com.

We look forward to working with your office!

CONFIDENTIALITY NOTICE: This fax message, including any additional pages, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply fax and destroy all copies of the original message.

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT THE OFFICE ABOVE



Commission Authorization

Asset ID # 56945

FHLMC Loan # 166374657

Closing Attorney/Escrow Name MARK PEARSON

Property Address 110 ROSIE DRIVE, FOUR OAKS, NC, 27624

Buyers Name RANDY LUCAS

Sales Price \$ 38000.00

Approved Commission 5.50 % of \$ 2470.00

INSTRUCTIONS TO PAY COMMISSION

Amount \$ 1140.00 % 3

List Broker

Company Name: MARKET PLACE RE

Address: 1420 LOGHOUSE ST

City/State: Wake Forest, NC 27587

Listing Broker Name: THOMAS CLEMENTS

Selling Broker

Amount \$ 1320.00 % 3.5

Company Name: HUSBARD AND PARKER REALTY LLC

Address:

City/State: null / null null

Listing Broker Name: JANET PARKER

TOTAL COMMISSION

Amount \$ 2470.00

THIS COMMISSION INSTRUCTION IS IRREVOCABLE ON THE PART OF THE UNDERSIGNED.

HomeSteps

Sales Specialist :

The above named Brokers hereby approve the above commission and/or referral fee and demand is hereby made for the same at the close of escrow.

Selling Broker Name JANET PARKER

Broker Signature

License No: 166564

Listing Broker Name THOMAS CLEMENTS

Broker Signature

License No: 157665



Sales Contract Transmittal Form

Asset #: 566945
Freddie Mac Loan #:

Date: 12/22/2007
Street address of home: 110 ROSIE DR
City: FOUR OAKS
State: NC
Zip Code: 27524
HomeSteps Contact Name:
Purchaser's Name(s): RANDY LUCAN

Current Address: (Must will be prepared as indicated above.)
City: _____
State: _____
Zip Code: _____
Phone: () _____
First Home? ☐ Yes ☐ No
Financing: ☐ Freddie Mac ☐ Cash ☐ Conventional ☐ FHA ☐ VA
Sales Price: \$ _____
Closing Date: _____
Present Tenant ☐ Investor ☐ Owner Occupant ☐ Present Tenant

• SERVICER: (Fill out for Freddie Mac owned only)
RE: _____
(previous borrower name)
Phone: () _____
City: _____
State: _____
Zip: _____

• LISTING BROKER:
Firm Name: MARKET PLACE REAL ESTATE
Contact Name: TOM CLEMENTS
Phone: (919) 562-9974
Address: 1420 LOGHOUSE ST
City: WAKE
State: NC
Zip: 27587

• SELLING BROKER:
Firm Name: HUBBARD & PARKER REALTY
Contact Name: JANET PARKER
Phone: () _____
Address: 754 DRAG STRIP RD
City: BENSON
State: _____
Zip: 27504
E-mail address: _____

FINANCING LENDER:
Firm Name: CASH DEAL
Contact Name: _____
Phone: () _____
Address: _____
City: _____
State: _____
Zip: _____

CLOSING AGENT/ATTORNEY:
Firm Name: _____
Contact Name: _____
Phone: () _____
Address: _____
City: _____
State: _____
Zip: _____

TITLE COMPANY: (where applicable)
Firm Name: _____
Contact Name: _____
Phone: () _____
Address: _____
City: _____
State: _____
Zip: _____

ESCROW COMPANY: (where applicable)
Firm Name: _____
Contact Name: _____
Phone: () _____
Address: _____
City: _____
State: _____
Zip: _____

1. The contract package must contain:
2. Any additional Addenda or Disclosures, as required by local law to be part of the contract (Lead Paint Disclosure, Disclosures Addenda, etc.)
3. Copy of all: a. Listing for property if Freddie Mac listed as the seller.
b. Signed by the purchaser(s).
c. Signed by the seller.
4. The appropriate Freddie Mac, HomeSteps or Client Addendum signed by the purchaser(s).
5. Ensure all blank lines are completed, or marked "N/A".
6. Alterations to or deletions of any section(s) are not acceptable.
7. Altered language in the addendum will result in the contract being returned unsigned.
8. Ensure terms and interest rate for Freddie Mac Financing are accurate and available as of the date contract was negotiated.
9. Page 1 of 1

OFFER TO PURCHASE AND CONTRACT

as Buyer, Randy Lucas hereby offers to purchase and separate as Seller, improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all

1. **REAL PROPERTY:** Located in the City of Four Oaks State of North Carolina, being known as and more particularly described as:

Street Address 4010 E. 10th Ave Zip 27534
 NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: 15 Saunders Landing
 () All () A portion of the property in Deed Reference Book _____ Page No. _____
 County: Johnston

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure and Addendum (standard form 2A12-1) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

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

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

4. **PURCHASE PRICE:** The purchase price is \$ 38,000 and shall be paid in U.S. dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$ 500.00 cash ☒ personal check ☐ bank check ☐ certified check ☐ other Escrow Agent: Broker and Scott

held in escrow by Escrow Agent: Broker and Scott closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted, or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, 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.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.



This form jointly approved by:
 North Carolina Bar Association
 North Carolina Association of REALTORS®

Page 1 of 8
 Buyer initials _____
 Seller initials _____
 Escrow Agent: Broker and Scott



☐ (check if applicable) THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT, AND THAT ANY INTEREST EARNED THEREON SHALL BELONG TO THE ESCROW AGENT IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(b) \$ 0.00 (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than
(c) \$ 0.00 (OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 27. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
(d) \$ 0.00 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(e) \$ 37,500.00 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(f) \$ 37,500.00 BALANCE of the purchase price in cash at Closing.

5. LOAN CONDITION:

(a) Loan: Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of \$ 0.00 (plus any financed VA Funding Fee or FHA MIP) for a term of 30 years, at an initial interest rate not to exceed 4.5% per annum, with mortgage loan discount points not to exceed 1.0% of the loan amount ("Loan").
(b) Loan Obligations: The Buyer agrees to:
(i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within _____ days after the Effective Date;
(ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.
If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:
(iii) Pursue qualification for and approval of the Loan diligently and in good faith;
(iv) Continually and promptly provide requested documentation to lender.

(c) Inability to Obtain Loan Approval: If Buyer has complied with Buyer's Loan Obligations (iii) and (iv) above, then within _____ days after the Effective Date (or any agreed-upon written extension of this deadline) (TIME BEING OF THE ESSENCE), Buyer shall have the right to terminate this contract for inability to obtain Loan approval by delivering to Seller written notice of termination. If Buyer has timely delivered such notice, this contract shall be null and void and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. (WARNING: Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

☐ To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
☒ To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA Flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

Page 7 of 8

Seller initials _____

Buyer initials _____

Seller Initials

Buyer Initials

12. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

11. HOME WARRANTY: If a home warranty is to be provided, select one of the following: ☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ 1117 and Seller agrees to pay for it at Closing. ☐ Seller has obtained and will provide a one-year home warranty from 1117 at a cost of \$ 1117 and will pay for it at Closing.

10. 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. \$ 0.00

9. PROVISIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing. (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of Closing. (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0.00 per 1117 Unless otherwise agreed, Buyer shall pay any fees required for obtaining account information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

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. 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, if any, seller to pay

7. OTHER CONDITIONS: (State N/A in each blank that is not a condition to this contract.)
(a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes.
(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
(c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5.
(d) If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before 11/17.
(e) 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.
(f) 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.

13. 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.

14. 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.

15. PROPERTY DISCLOSURE:

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

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) *Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)*

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

16. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives):

☒ ALTERNATIVE 1:

(a) **Property Condition:** Unless otherwise stated herein, it is a condition of this contract that as to all permanent improvements except: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roots), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no asbestos or existing environmental contamination.

(b) **Inspection/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Unless otherwise stated herein, only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above are included in repair negotiations under this contract ("Necessary Repairs"). Any inspections shall be completed and written notice of Necessary Repairs shall be given to Seller on or before 11/19 (the "Repair Notice Date"). Seller shall have the option of completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within 11/19 days of Buyer's notice. **TIME BEING OF THE ESSENCE.** Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response. **TIME BEING OF THE ESSENCE.** Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except 11/19 there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date.

Seller initials

Buyer initials

Buyer may conduct a walk-through inspection of the Property prior to Closing.

(17) **REASONABLE ACCESS/RESTORATION AND INDEMNITY.** Seller will provide reasonable access to the Property for Buyer's agents and contractors (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter 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 losses, damages, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This repair obligation and indemnity shall survive this contract and any termination hereof.

UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, the Termination Notice shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase

prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the

AT 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 4(c) paid by Buyer to Seller (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. on the 20th ***TIME BEING OF THE ESSENCE*** (the "Option Termination Date"). At any time

UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

(d) above shall be included in the cost of repairs under this subsection (c);

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION

(c) Cost Of Repair Contingency: In addition to the above, Buyer shall have the right to terminate this contract if a reasonable assessment obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$700. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, ***TIME BEING OF THE ESSENCE***, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above are included in the estimate.

(d) **Radon Inspection.** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repeat Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (d) in the same

the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or completing Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying

18. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to

2/3/07 12/3/07 Randy Lucas

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.

19. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached OR ☐ a Seller Possession After Closing Agreement is attached. 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.

20. OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD APPENDIX THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER APPENDIX 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.)

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Contingent Sale Addendum (Form 2A2-T)
- ☐ FHA/VA Financing Addendum (Form 2A4-T)
- ☐ Insurance Availability/Affordability Addendum (Form 370-T) (NC Association of REALTORS form only)
- ☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
- ☐ OTHER:
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ New Construction Addendum (Form 2A3-T)
- ☐ Owners' Association Disclosure And Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Vacation Rental Addendum (Form 2A13-T)

21. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Seller's insurance proceeds payable on account of the damage confirming recordation of the deed.

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

23. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

Page 6 of 8

Seller Initials

Buyer Initials

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

25. 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.

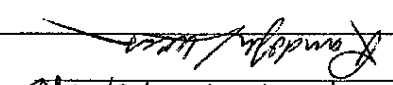
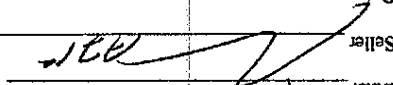
26. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall 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.

27. 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.

28. 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 ☐ has ☐ 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: 11/30/07	Buyer: 	(SEAL)
Date: 12-22-07	Seller: 	(SEAL)

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

BUYER NOTICE ADDRESS: _____

Mailing Address: 1300 Laura Clingan
Appt. MC 27502

Mailing Address: _____

Buyer Fax#: _____

Seller Fax#: _____

Buyer E-mail Address: _____

Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:		LISTING AGENT NOTICE ADDRESS:	
Mailing Address: 754 Bay St. Rd. Barnon, NE 67504		Mailing Address:	
Selling Agent Fax#: 919/894-2015		Listing Agent Fax#:	
Selling Agent E-mail Address: jonethornton07@gmail.com		Listing Agent E-mail Address:	
Selling Agent Phone#: 919/369-1871		Listing Agent Phone#:	
Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.			
Date:		Firm:	
By: _____		(Signature)	
Individual Agent/License#:	166567	Individual Agent/License#:	157665
Firm Name:	Donald Parker	Firm Name:	Tom Clement
Acting as ☒ Buyer's Agent ☐ Seller's Agent ☐ Dual Agent		Acting as ☒ Seller's Agent ☐ Dual Agent	
Selling		Listing	
Firm Name:		Firm Name:	
Mystic Place Real Estate LLC		Mystic Place Real Estate LLC	

ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)

HomeSteps
A TRULIO COMPANY

This Addendum is to be made a part of the agreement (Contract of Sale) dated 12/13 2004 between Federal Home Loan Mortgage Corporation (Seller, sometimes described as Freddie Mac or HomeSteps) and Randy Lucas (Purchaser), for the property located at: 110 ROSIE DRIVE, FOUR OAKS, NC, 27524 (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. CONDITIONS OF SALE. Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, then Seller may notify Purchaser that the Contract of Sale is canceled and the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID. IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. TITLE. The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The closing attorney/agent is responsible for providing the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

3. UNWRITTEN STATEMENTS. Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

Seller's Initials _____
Buyer's Initials RL

4. **TIME IS OF THE ESSENCE: CLOSING.** IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY APPENDIX OR AMENDMENTS. HEREIN, Settlement/closing shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. Closing shall occur on or before December 31, 2007 or within seven (7) calendar days of loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. The deposit shall be held by the attorney or agent approved by Seller in a non-interest bearing trust account. At closing, Purchaser must pay any amounts due by certified, bank, or cashier's checks made payable to the attorney or agent. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem of \$ 50.00 through and including the new closing date specified in the written extension.

5. **PRORATIONS.** Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, if any. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS.** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller shall not be responsible for any eviction expenses incurred by Purchaser before or after closing.

7. **DELIVERY OF POSSESSION.** Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate this Agreement and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. **CONDITION OF PROPERTY.**

a. **PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FOREFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY.** Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing. **PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY.** Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer or a water supply. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer or water supply, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement

Seller's Initials
Buyers' Initials

or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

9. **INSPECTIONS.** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. The purpose of the inspection(s) will be to inform Purchaser in a written report or reports if the Property is in a condition materially different than Purchaser expected when making the offer to purchase the Property by executing the Contract of Sale. Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the property and to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. No inspections may be made by any building or zoning inspector or government employee without the prior written consent of Seller. In the event the inspection reveals material deficiencies, Purchaser may cancel the Contract of Sale. To cancel in such event, Purchaser must, within twelve (12) calendar days from the final execution date of the Contract of Sale, provide Seller with written notice of cancellation, together with the inspection report(s) and a written designation of the deficiencies. PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION, TOGETHER WITH THE INSPECTION REPORT(S) AND THE DESIGNATION OF DEFICIENCIES, WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. **COMPLIANCE CERTIFICATES.** Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. **TERMITES/WOOD DESTROYING INSECTS.** Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.

a. ☒ (X) Seller shall not repair or treat any such damage caused by termites or wood destroying insects.

b. ☐ () Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.

THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED \$ 0.00. If the cost for any such repairs exceeds such amount, then

(i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

Seller's Initials
Buyer's Initials

12. REPAIRS. Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$ 0.00. If the cost for any such repairs exceeds such amount, then (i) Seller shall have the right to cancel the Contract at Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

13. INDEMNIFICATION. Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property made by Purchaser or its agents, employees and contractors prior to closing.

14. FINANCING. The type of financing shall be as follows (check either paragraph a or b below as applicable):
a. ☐ Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of \$ _____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. Also check one of the following as applicable:
b. ☒ Purchaser shall pay ALL CASH at closing, with no financing involved in this transaction.

15. APPLICATION FOR FINANCING. If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE. Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. CLOSING COSTS/CONCESSIONS.
a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER APPENDIX, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.
b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any F-HA/V-A non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed \$ 0.00. Seller's contribution may be applied to any or all of the following actual expenses: F-HA or V-A non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, appraisal and home warranty. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.
c. Purchaser may choose the title insurance company for the closing. If Purchaser agrees to use the title insurance company utilized by the Seller's attorney or agent, then Seller agrees to pay for Purchaser's Owner's Title Policy. SELLER WILL NOT BE OBLIGATED TO PAY ANY PORTION OF THE COST OF AN OWNER'S TITLE POLICY IF THE POLICY IS NOT OBTAINED FROM THE TITLE INSURANCE COMPANY UTILIZED BY SELLER'S ATTORNEY OR AGENT.

Seller's Initials
Buyer's Initials

18. **TRANSFER TAXES/TAX STAMPS.** Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C. 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. **DEFAULT/REMEDIES.** In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of its pends, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. **ASSIGNMENT.** Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of this Agreement.

21. **PURCHASER'S REPRESENTATIONS.** Purchaser represents that:

- i. Purchaser ☐ intends ☒ does not intend to occupy the Property as Purchaser's primary residence.
- ii. Purchaser ☐ is not ☒ is related by blood or marriage to the previous owner of the Property.
- iii. Purchaser ☐ is not ☒ is currently an active supplier approved to perform paid services for HomeSteps or a relative of the supplier.

iv. FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES. Purchaser or a member of Purchaser's immediate household ☐ is not ☒ is an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

v. If Purchaser is a HomeSteps Supplier (as defined in "HomeSteps' Supplier Code of Conduct"), or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities.

PURCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

22. **ACCEPTANCE OF DEED.** The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to

Seller's Initials

Buyer's Initials

be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the Contract of Sale.

23. REAL ESTATE COMMISSION. The real estate commission shall be paid to the Listing Broker pursuant to the

terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):

a. ☒ The real estate commission due the Listing Broker, subject to any existing referral agreement,

b. ☐ The real estate commission due the Listing Broker, subject to any existing referral agreement,

shall be the minimum flat fee of \$

The closing agent is authorized and directed to pay Broker's fee from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. HOMEOWNERS ASSOCIATION ASSESSMENTS. Seller shall not be responsible for any homeowner's association

assessments that accrued prior to the date Seller acquired the property.

25. NOTICES. Any notices required to be given hereunder shall be deemed delivered when actually received when

delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by

first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with

confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular

business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail

received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be

deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker, agent, or attorney. All notices to

Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or

attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's agent or attorney.

26. KEYS. Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its

suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. ATTORNEY REVIEW. Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel

regarding this Agreement. Accordingly, the Parties agree that the terms of this Agreement are not to be construed

against any party because that party drafted the Agreement or construed in favor of any party because that party failed

28. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or

enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

29. ALTERNATIVE DISPUTE RESOLUTION. In the event that the Contract of Sale to which this Addendum is made a part

contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute

resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such

alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. LEGAL FEES. In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in

the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover

attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is

hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action

to enforce the provisions of the Contract of Sale.

Seller's Initials

Buyer's Initials

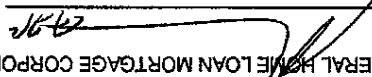
31. ADDITIONAL CONDITIONS

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

SELLER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

BY:



TITLE:

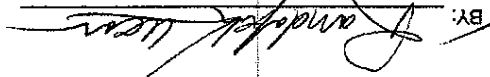
12-27-07

DATE:

12-27-07

PURCHASER(S):

BY:



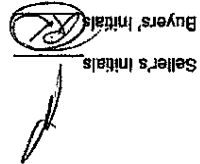
TITLE:

12/19/07

DATE:

12/19/07

Seller's Initials
Buyers' Initials





Asset #: 566945

ADDENDUM TO CONTRACT OF SALE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Risk Assessment or Inspection Contingency

This Addendum is to be made a part of the agreement (Contract of Sale) dated 12/13/07 between Randy Lucas (Purchaser), for the property located at 110 Rosie Drive, Four Oaks, NC, 27524 and Freddie Mac (Seller).

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. Lead Warning Statement
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's Disclosure. The Seller discloses the following (check applicable boxes):

- (a) ☐ Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
☐ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
☒ (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) ☐ Records and reports available to the Seller (check (i) or (ii) below):
☐ (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
☒ (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Purchaser's Acknowledgment. Purchaser acknowledges the following (initial):

☒ Purchaser has received copies of all information listed above.
☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

Purchaser has (check (i) or (ii) below):
☐ (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, as stated in Section 5 on the following page;
☒ (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Agent's Acknowledgment (Initial):

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

5. Risk Assessment or Inspection Contingency

The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 p.m. on the tenth (10th) calendar day after the date of the Contract of Sale. (Initial lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.) The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10-day deadline has expired. THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10-DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENT REPORT. The Seller may, at the Seller's option, within five (5) calendar days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not notify the Purchaser of the Seller's election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition. If the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take without cause.

6. Certification of Accuracy

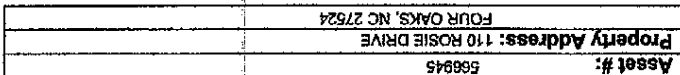
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

OWNER(S): ATP BY: ATP DATE: 12-2-07
PURCHASER(S): Donald J. New BY: Donald J. New DATE: 12/18/07

AGENT(S): Donald J. New, Michael + Barbara Roubly, LLC BY: Donald J. New DATE: 12/18/07
DATE: _____ BY: _____ DATE: _____

HomeSteps New Address:
5000 Plano Parkway • Carrollton, TX • 75010 • 972-395-4000



This Property Condition Addendum and Release ("Addendum") is made a part of the contract of purchase and sale ("Contract") dated 2/12/07, between Federal Home Loan Mortgage Corporation ("Seller") and RANJO LUCAS ("Buyer") for the property located at: 110 ROSIE DRIVE, FOUR OAKS, NC, 27524 ("Property"), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller's agents, contractors or representatives, have provided Buyer the following reports or other documents ("Reports") containing information regarding the condition of the Property:

REPORT	DATE
REQUESTED	TO BUYER
DATE	COMMUNICATED

Buyer must retain their own closing attorney

8/29/07

12/12/07

[illegible]

Buyer acknowledges and agrees that the Reports have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; or (iii) the qualifications or competence of the persons making the Reports.

②

Buyer acknowledges that one or more of the Reports may indicate that one or more species of mold or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property. Buyer understands and agrees that mold or microscopic fungi may pose health risks to all persons, and that children, elderly persons, and persons with immune system deficiencies, allergies or respiratory problems, may be particularly susceptible to exposure to mold and microscopic fungi.

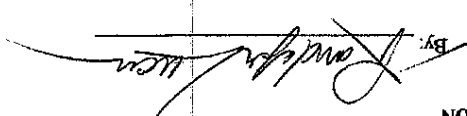
Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum. The further inspection and cancellation period shall apply with respect only to the subject matter of the Reports provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

SELLER:
FEDERAL HOME LOAN MORTGAGE CORPORATION
BUYER:

By: 
Title: _____
Date: 12-27-07

By: 
By: _____
Date: 12/19/07

original check
sent to Trish

