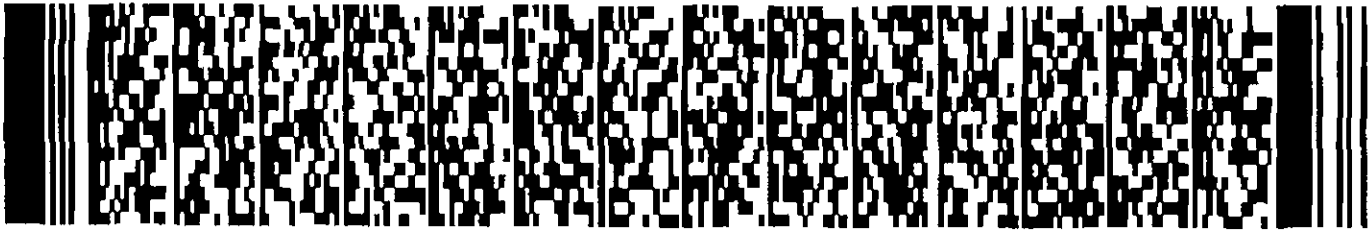


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@ G M A I L . C O M

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From: (Identifies Sender, Enables Replies, Provides Confirmation, Tracking Number & Exact Replica Archive Copy to Email)

C A T K E A R N S
@ R E M A X . N E T

Subject:

1300 Laura Duncan Rd Apex



Notes:

Janet: I don't have the lead paint addendum either, but you can include when we get closer to a contract.

Didn't submit rental agreement but here's suggestion: 1250 a month 5/15-6/15/2010, with 1250 non refundable deposit that would go toward the earnest money at closing We can put that in an amendment if needed for now. She'll do her inspections prior to moving in and any repairs will be made and signed off on, appraisal will be complete and loan docs as close as they can be for the month before closing.

Thanks Cat

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OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (form 2G) for guidance in completing this form]

Staci Williams, as Buyer,
hereby offers to purchase and Randy Lucas, Judy Lucas, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"),
upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer
and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the
party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. REAL PROPERTY: Located in Wake County, State of North Carolina,
being known as and more particularly described as:

Address: Street 1300 Laura Duncan Rd.
City: Apex Zip 27502

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: Lot 120 Knollwood Subdv. Sec 5A

Subdivision Name: Knollwood

Plat Reference: Lot 120, Block or Section _____ as shown on
Plat Book or Slide 02693 at Page(s) 0086 (Property acquired by Seller in Deed Book _____ at Page _____).

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-T) 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: well in backyard doesn't convey

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: Refrigerator, window treatments
Washer/Dryer (inside) fridge (downstairs), storage bldg in back, entertainment ctr. bar stools

4. PURCHASE PRICE: The purchase price is \$ 188,500.00 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) \$ 1,500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check
☐ certified check ☐ other: n/a to be deposited and held in escrow by
REMAX United ("Escrow Agent") until the sale is 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.

Page 1 of 8



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



STANDARD FORM 2-T
Revised 7/2008
© 7/2009

Buyer initials SW Seller initials _____

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.

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 BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

- (b) \$ any money from potential partial agreement deposit, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ 0, OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ 0, 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) \$ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 187,000.00, BALANCE of the purchase price in cash at Closing.

5. LOAN CONDITION:

- (a) **Loan:** Buyer's performance is contingent upon Buyer's ability to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: n/a loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of 90% LTV (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 5.500 % per annum, with mortgage loan discount points not to exceed 0 % and with loan origination fee not to exceed 1.000 % 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 7 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 application within five (5) days after such 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) **Buyer's Right to Terminate:** If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within 60 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 by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated 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. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve 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.

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.
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____.
- (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.

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 so, paid by seller

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.

9. PRORATIONS 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 \$ _____ per n/a. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment 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.

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 \$ 3,500.00 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.

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 \$ 395.00 and Seller agrees to pay for it at Closing. ☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Closing.

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.

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 and shall have the right to terminate or withdraw this contract without penalty prior to **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) _____
- ☐ 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:** As to all permanent improvements except: n/a

_____, it is a condition of this contract that (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 roofs), 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 friable asbestos or existing environmental contamination.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above ("Necessary Repairs") are included in repair negotiations under this contract. All inspections, including but not limited to any additional inspections recommended by Buyer's inspector(s), shall be completed and written notice of Necessary Repairs shall be given to Seller on or before April 16, 2010 (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 five 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, or Seller's failure to respond, **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 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 n/a, 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. If

Buyer initials SD Seller initials _____

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 complete 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 insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair 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 manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$ 2,000.00. 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 shall be included in the cost of repairs under this subsection (e).

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

☐ **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 _____, _____, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time 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 Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract 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 existing 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 price at Closing.

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

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (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, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing the inspection that reveal Necessary Repairs as defined under Alternative 1 of paragraph 16. Buyer will indemnify and hold Seller harmless from all loss, damage, 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 except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

Page 5 of 8

Buyer initials SW _____ Seller initials _____

STANDARD FORM 2-T

Revised 7/2008

© 7/2009

18. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before June 15, 2010 (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 Staci Williams. 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 Closing Date or the last agreed-upon extension of the Closing Date, 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 ADDENDA THAT MAY BE A PART OF THIS 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.)

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

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 Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after 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

Buyer initials SW _____ Seller initials _____

STANDARD FORM 2-T
Revised 7/2008
© 7/2009

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. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. 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: March 30, 2010

Date: _____

Buyer Staci Williams (SEAL)

Seller Randy Lucas (SEAL)

Date: _____

Date: _____

Buyer _____ (SEAL)

Seller Judy Lucas (SEAL)

NOTICE INFORMATION

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.

BUYER NOTICE ADDRESS:

Mailing Address: 2309 1123 Brasstown Lane, Apex, NC

SELLER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Seller Fax#: _____

Buyer E-mail Address: sbwapexacct@nc.rr.com

Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: Cat Kearns
License #: 169176
Firm Name: REMAX United
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Mailing Address: 51 Kilmayne Dr.
Cary, NC 27511
Selling Agent Fax#: (919) 467-8444
Selling Agent E-mail Address: catkearns@remax.net
Selling Agent Phone#: (919) 274-2281

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent: Janet Parker
License #: _____
Firm Name: Hubbard and Parker Realty
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent
Mailing Address: _____

Listing Agent Fax#: _____
Listing Agent E-mail Address: _____
Listing Agent Phone#: _____



ESCROW ACKNOWLEDGMENT

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

Date _____

Firm: REMAX United

By: _____
(Signature)

Staci Williams 2309 Brasstown Lane Apex, NC 27502		66-358/531
		Date <u>3/30/10</u>
	Bernex United	\$ 1500.00
One thousand Five hundred + no/100		
 Fidelity Bank <small>804 E. Williams St., Apex, NC 27502</small>		
Pay to the order of <u>1300 Laura Duncan</u>	<u>Staci Williams</u>	
⑆053103585⑆0188000394⑆		

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RE/MAX UNITED ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions, which are marked with an "X", shall apply to the attached Offer to Purchase And Contract. Those provisions marked "NA" shall not apply.

☒ 1. **Expiration of Offer:** This offer shall expire unless acceptance is delivered to Buyer or to agent on or before 5:00 ☐ AM, ☒ PM, on April 1, 2010 or until withdrawn by the Buyer, whichever occurs first.

NA 2. **(To be used with Alternative 1 only) Sewer System:** This Contract is contingent upon ☐ Buyer ☐ Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☐ conventional or ☐ other _____ ground absorption sewage system for a _____ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than _____ shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by _____ (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

☒ 3. **Walk Through:** Buyer may elect to have a final walk through of the property no later than the day of closing for the purpose of determining only that (a) the property has not materially changed from the time the offer was accepted and (b) previously identified corrective work, if any, to be performed by seller, has been completed.

☒ 4. **Mold:** Mold contaminants may exist in the Property of which the Broker or Agent(s) is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots or where there has been flooding; these conditions may be identified with a typical home inspection. Broker recommends CLIENT obtain a home inspection to better determine the condition of the property. Neither the Broker nor the Broker's Agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, it is recommended that our clients satisfy themselves as to property condition by having a mold inspection performed. The cost and quality of such inspections may vary. Companies able to perform appropriate inspections may be found in the Yellow Pages or on the World Wide Web under "Microbial or Mold Inspections" or "Environmental and Ecological Services".

Waiver: Client understands mold is a naturally occurring microbe. The only way to determine if a mold like substance is truly mold or is present at high levels is through sample collecting and analytical testing. Client agrees to hold the Broker and Broker's Agents harmless in the event any mold contaminants are discovered on the property.

☒ 5. **Closing of Existing Contract contingency:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at: 2209 Brasstown Ln. Apex NC on or before 6/15/10. If this contingency is not removed on or before midnight of 6/29/10, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

☒ 6. **Referral Policy:** Buyer and Seller acknowledge that any recommendations concerning service and vendors including, without limitations, lending institutions or loan brokers, attorneys, inspectors, pest control operators, contractors, repair people and the like, are based in the following disclosures: (a) many companies operate in the particular field; (b) any referral or recommendation may or may not be based on Broker's past experience and future performance cannot be guaranteed; (c) Buyer and Seller agree that they have a choice to use any vendor they choose and are not required to select any as referred by the agent (d) Buyer and Seller understand that no disclosures or guarantees can be made by Broker regarding Vendor Service.

Buyers Initials: SW

Sellers Initials: _____

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RU Additional Provisions Addendum
Page 2 of 2

10 **Rental/Income/Investment Property:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____ true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

11 **8. Condition of Property:** In addition to Paragraph 7 (B) CONDITIONS, Seller agrees that: (1) all personal property which is not a part of the purchase shall be removed by the date of possession is made available to Buyer; (2) The property shall be free of all garbage and debris and shall be left in "broom clean" condition. This paragraph shall not supersede any rights of the Buyer under Paragraph 16 of the Purchase Agreement.

12 **9. Square Footage:** The measurements and overall square footage in this home were calculated and represented by the listing agent, a licensee with the North Carolina Real Estate Commission. The agent or the listing company entered it into the TMLS system. As per the MLS printout, this information is deemed reliable but not guaranteed. If the square footage of this home is important to you as a purchaser, we recommend you obtain the services of an appraiser or other professional to confirm the calculations and measurements. Further, if you wish the verification of the square footage to be a contingency of this contract, that condition must be included under Paragraph 20, Other Provisions And Conditions on the referenced Offer To Purchase and Contract.

13 **10. Septic Inspection:** It is understood by all parties that ☐ Seller ☐ Buyer, ("Responsible Party"), shall bare the cost of the septic tank to be pumped to allow for the septic inspection.

14 **11. Agreed-Upon Repairs and/or Improvements:** Seller agrees, prior to Closing and at Seller's expense, to complete the following items: _____

Buyer shall have the right to verify that the above items have been completed in a good and workmanlike manner. Buyer and Seller agree that their agreement with respect to the above items shall not affect or modify any of their other respective rights and obligations under paragraph 16 of the Contract. The estimated cost of completing the above items shall not be included in the cost of repairs under the Cost of Repair Contingency in Alternative 1.

In the event of a conflict between this addendum and the Offer to Purchase and Contract, this Addendum shall control.

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.

Buyer Staci Williams Buyer _____ Date: 3/30/10

Seller _____ Seller _____ Date: _____

OWNERS' ASSOCIATION DISCLOSURE AND ADDENDUM
(If property is a condominium, this form should be used for resale only)

Property Address: 1300 Laura Duncan Rd., Apex, NC 27502

For the purposes of this Addendum, "Development" means any property subject to regulation by an owners' association.

- Seller represents that the regular owners' association dues, if any, are \$ _____ per n/a, which, to the best of Seller's knowledge, include the following items: (Check all that apply)
☐ Master Insurance Premium
☐ Real Property Taxes on the Common Areas
☐ Management Fee
☐ Exterior Building Maintenance
☐ Exterior Yard/Landscaping Maintenance
☐ Trash Removal
☐ Cable TV
☐ Water
☐ Sewer
☐ Pool Maintenance
☐ Tennis Court Maintenance
☐ Pest Extermination
☐ _____
☐ _____
- As of this date, there are no other dues, fees or assessments, confirmed or pending, payable by the Development's property owners, except: n/a
- To the best of Seller's knowledge, there are no unsatisfied judgments against or pending lawsuits involving the Property and/or the owners' association, except: n/a
- The name, address and telephone number of the President of the owners' association or the Property Manager is: n/a
- Seller agrees, upon Buyer's request, to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of the Contract copies of any documents in possession of Seller relating to the Development, such as the face cover sheet from the Development's master insurance policy showing the total coverage amount and the deductible amount, the recorded Declaration and Restrictive Covenants of the Development, the Rules and Regulations of the Development, the Articles of Incorporation and Bylaws of the owners' association, the current Financial Statement and budget of the owners' association, and/or any parking information of the Development.

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

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: March 30, 2010

Date: _____

Buyer: Staci Williams (SEAL)
Staci Williams

Seller: _____ (SEAL)
Randy Lucas

Date: _____

Date: _____

Buyer: _____ (SEAL)

Seller: _____ (SEAL)
Judy Lucas

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



STANDARD FORM 2A12 - T
 Revised 7/2008
 © 7/2009

INSURANCE AVAILABILITY/AFFORDABILITY ADDENDUM

The additional provisions set forth below are hereby made a part of the Offer to Purchase and Contract or the Vacant Lot Offer to Purchase and Contract (the "Contract") for the Property located at 1300 Laura Duncan Rd., Apex, NC 27502

between Buyer: Staci Williams
and Seller: Randy Lucas, Judy Lucas

A. Type of insurance (check the appropriate box).

☒ Buyer intends to occupy the Property as Buyer's primary residence, and must be able to obtain insurance on the Property with coverage at least equivalent to that contained in a Homeowners 2-Broad Form policy (also known as an HO2 policy) without optional coverages.

☐ Buyer does not intend to occupy the Property as Buyer's primary residence, and must be able to obtain insurance on the Property with coverage at least equivalent to that contained in a Dwelling Property 2-Broad Form policy (also known as a DP2 policy) without optional coverages.

B. Rate: Buyer must be able to obtain said insurance at a rate not exceeding one hundred fifty percent (150%) of the "base rate" for such insurance as filed by the NC Rate Bureau with the NC Department of Insurance.

C. Application: Buyer shall apply for said insurance within 30 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure a written estimate for said insurance on or before May 15, 2010. After the date for obtaining an estimate, Seller may request in writing from Buyer a copy of the estimate. If Buyer fails to provide Seller a copy of the estimate or a written waiver of this insurance condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the estimate or the waiver.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: Staci Williams (SEAL) Date: March 30, 2010
Staci Williams

Buyer: _____ (SEAL) Date: _____

Seller: _____ (SEAL) Date: _____
Randy Lucas

Seller: _____ (SEAL) Date: _____
Judy Lucas



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STATE OF NORTH CAROLINA RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

INSTRUCTIONS TO PROPERTY OWNERS

1. G.S. 47E requires owners of residential real estate (single-family homes and buildings with up to four dwelling units) to furnish purchasers a property disclosure statement. This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option and sale under a lease with option to purchase (unless the tenant is already occupying or intends to occupy the dwelling). A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
2. You must check ☒ one of the boxes for each of the 21 questions on the reverse side of this form.
 - a. If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No", you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
 - c. If you check "No Representation", you have no duty to disclose the conditions or characteristics of the property, even if you should have known of them.
 - * If you check "Yes" or "No" and something happens to the property to make your Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the purchaser a corrected Statement or correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Statement to the purchasers; and the broker must disclose any material facts about your property which they know or reasonably should know, regardless of your responses on the Statement.
4. You must give the completed Statement to the purchaser no later than the time the purchaser makes an offer to purchase your property. If you do not, the purchaser can, under certain conditions, cancel any resulting contract (See "Note to Purchasers" below). You should give the purchaser a copy of the Statement containing your signature and keep a copy signed by the purchaser for your records.

Note to Purchasers: If the owner does not give you a Residential Property Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract and be entitled to a refund of any deposit monies you may have paid. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 1300 Laura Duncan Rd, Apex

Owner's Name(s): Randy + Judy Lucas

Owner(s) acknowledge having examined this Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: [Signature] Date 2/9/10

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this disclosure statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owner and not the owner's agent(s) or subagent(s). Purchaser(s) are encouraged to obtain their own inspection from a licensed home inspector or other professional.

Purchaser Signature: [Signature] Date 3/30/10

Purchaser Signature: _____ Date _____

(OVER)

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Property Address/Description: 1300 Laura Duncan Rd. Apex

[Note: In this form, "property" refers only to dwelling unit(s) and not sheds, detached garages or other buildings.]

Regarding the property identified above, do you know of any problem (malfunction or defect) with any of the following:

Yes* No Representation

1. FOUNDATION, SLAB, FIREPLACES/CHIMNEYS, FLOORS, WINDOWS (INCLUDING STORM WINDOWS AND SCREENS), DOORS, CEILINGS, INTERIOR AND EXTERIOR WALLS, ATTACHED GARAGE, PATIO, DECK OR OTHER STRUCTURAL COMPONENTS including any modifications to them? ☐ ☒ ☐
 - a. Siding is ☒ Masonry ☐ Wood ☐ Composition/Hardboard ☒ Vinyl ☐ Synthetic Stucco ☐ Other _____
 - b. Approximate age of structure? 1973
2. ROOF (leakage or other problem)? ☐ ☒ ☐
 - a. Approximate age of roof covering? Years Old
3. WATER SEEPAGE, LEAKAGE, DAMPNES OR STANDING WATER in the basement, crawl space or slab? ☐ ☒ ☐
4. ELECTRICAL SYSTEM (outlets, wiring, panel, switches, fixtures etc.)? ☐ ☒ ☐
5. PLUMBING SYSTEM (pipes, fixtures, water heater, etc.)? ☐ ☒ ☐
6. HEATING AND/OR AIR CONDITIONING? ☐ ☒ ☐
 - a. Heat Source is: ☐ Furnace ☒ Heat Pump ☐ Baseboard ☐ Other _____
 - b. Cooling Source is: ☒ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other _____
 - c. Fuel Source is: ☐ Electricity ☒ Natural Gas ☐ Propane ☐ Oil ☐ Other _____
7. WATER SUPPLY (including water quality, quantity and water pressure)? ☐ ☒ ☐
 - a. Water supply is: ☒ City/County ☐ Community System ☐ Private Well ☐ Other _____
 - b. Water pipes are: ☐ Copper ☐ Galvanized ☒ Plastic ☐ Other _____ ☐ Unknown
8. SEWER AND/OR SEPTIC SYSTEM? ☐ ☒ ☐
 - a. Sewage disposal system is: ☐ Septic Tank ☐ Septic Tank with Pump ☐ Community System ☒ Connected to City/County System ☐ City/County System available ☐ Straight pipe (wastewater does not go into a septic or other sewer system (note: use of this type of system violates state law)) ☐ Other _____
9. BUILT-IN APPLIANCES (RANGE/OVEN, ATTACHED MICROWAVE, HOOD/FAN, DISHWASHER, DISPOSAL, etc.)? ☐ ☒ ☐
10. PRESENT INFESTATION, OR DAMAGE FROM PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS which has not been repaired? ☐ ☒ ☐
11. DRAINAGE, GRADING OR SOIL STABILITY OF LOT? ☐ ☒ ☐
12. OTHER SYSTEMS AND FIXTURES: CENTRAL VACUUM, POOL, HOT TUB, SPA, ATTIC FAN, EXHAUST FAN, CEILING FAN, SUMP PUMP, IRRIGATION SYSTEM, TV CABLE WIRING OR SATELLITE DISH, OR OTHER SYSTEMS? ☐ ☒ ☐

Also regarding the property identified above, including the lot, other improvements, and fixtures located thereon, do you know of any:

13. ROOM ADDITIONS OR OTHER STRUCTURAL CHANGES? ☐ ☒ ☐
14. ENVIRONMENTAL HAZARDS (substances, materials or products) including asbestos, formaldehyde, radon gas, methane gas, lead-based paint, underground storage tank, or other hazardous or toxic material (whether buried or covered), contaminated soil or water, or other environmental contamination? ☐ ☒ ☐
15. COMMERCIAL OR INDUSTRIAL NUISANCES (noise, odor, smoke, etc.) affecting the property? ☐ ☒ ☐
16. VIOLATIONS OF ZONING ORDINANCES, RESTRICTIVE COVENANTS OR OTHER LAND-USE RESTRICTIONS OR BUILDING CODES INCLUDING THE FAILURE TO OBTAIN PROPER PERMITS FOR ROOM ADDITIONS OR OTHER STRUCTURAL CHANGES? ☐ ☒ ☐
17. UTILITY OR OTHER EASEMENTS, SHARED DRIVEWAYS, PARTY WALLS OR ENCROACHMENTS FROM OR ON ADJACENT PROPERTY? ☐ ☒ ☐
18. LAWSUITS, FORECLOSURES, BANKRUPTCY, TENANCIES, JUDGMENTS, TAX LIENS, PROPOSED ASSESSMENTS, MECHANICS' LIENS, MATERIALMENS' LIENS, OR NOTICE FROM ANY GOVERNMENTAL AGENCY that could affect title to the property? ☐ ☒ ☐
19. OWNERS' ASSOCIATION OR "COMMON AREA" EXPENSES OR ASSESSMENTS? ☐ ☒ ☐
20. FLOOD HAZARD or that the property is in a FEDERALLY-DESIGNATED FLOOD PLAIN? ☐ ☒ ☐
21. PRIVATE ROAD(S) OR STREETS adjoining the property? ☐ ☒ ☐
 - a. If yes, do you know of an existing owners association or maintenance agreement to maintain the road or street? ☐ ☐ ☐

* If you answered "Yes" to any of the above 21 questions, please explain (Attach additional sheets, if necessary):

John R. Linn 2-9-10
Owner Initials and Date
Purchaser Initials and Date

CONFIRMATION OF AGENCY RELATIONSHIP, APPOINTMENT & COMPENSATION

NOTE: When working with a For Sale By Owner you should use Form 150
See Guidelines (Standard Form 220G) on proper use of this form.

TO LISTING AGENT: Janet ParkerFIRM NAME: Hubbard and Parker Realty FAX#: _____FROM: Cat KearnsFIRM NAME: REMAX United FAX#: (919) 467-8444Thank you for checking with your seller and permitting me to show your listing as a ☐ buyer agent ☐ subagent.PROPERTY DESCRIPTION: 1300 Laura Duncan Rd.
Apex, NC 27502NAME OF BUYER: Staci Williams

APPOINTMENT DATE: _____ TIME: _____

FEE ARRANGEMENT:(a) You hereby confirm that your offer of compensation to my firm regarding any sale of the Property to Buyer shall be as follows: 2.4% of sales price

I understand that my firm's entitlement to the compensation set forth above will be determined by my performance as the procuring cause of any sale of the Property to Buyer. Your signature on this document does not constitute an acknowledgment that I am the procuring cause of any such sale.

(b) If I have received or am to receive any other fee(s) in connection with the sale of the Property, I hereby confirm that such fee(s) are as follows: n/a

Please sign below and fax this Confirmation back to me at your earliest convenience at the fax # listed above. Please call me at my office: (919) 274-2281 or at: _____ if there are any further instructions or communications prior to the showing. Thank you for your cooperation.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Cat Kearns March 30, 2010
Selling Agent: Cat Kearns Date

Janet Parker _____
Listing Agent: Janet Parker Date

ACKNOWLEDGEMENT BY BUYER AND/OR SELLER (Optional—see Guidelines)

Seller hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Seller: _____ Seller: _____
Randy Lucas Judy Lucas

Date: _____ Date: _____

Buyer hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Buyer: Staci Williams Buyer: _____
Staci Williams

Date: March 30, 2010 Date: _____

