## OFFER TO PURCHASE AND CONTRACT

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

Parche Ingas		, as Buyer,
hereby offers to/purchase and Composit	<i>Q</i>	, as Seller,
upon acceptance of said offer, agrees to sell and improvements located thereon and such fixtures at upon the terms and conditions set forth herein. This and Seller has signed or initialed this offer or the party making the offer or counteroffer, as the case r	convey, all of that plot, piece or p ad personal property as are listed b s offer shall become a binding con final counteroffer, if any, and (ii)	parcel of land described below, together with all below (collectively referred to as the "Property"), ntract on the date that: (i) the last one of the Buyer such signing or initialing is communicated to the
party making the other of counterorier, as the ease i	hay be. Buch the shart be referred	a to here in the Encouve Date.
1. REAL PROPERTY: Located in being known as and more particularly described as:		County, State of North Carolina,
Address: Street 309 W Minin S	St	
City: Reason		Zip <u>) 15 04</u>
NOTE: Governmental authority over taxes, zonin Legal Description: <u>PTLS</u> BLK 33 F Subdivision Name:		il delivery may differ from address shown.
Plat Reference Lot Bloc	k or Section	as shown on
Plat Reference: Lot, Bloc Plat Book or Slide at Page(s)	(Property acquired by Seller i	in Deed Book at Page ).
NOTE: Prior to signing this Offer to Purchase and	Contract Buyer is advised to revi	iew Restrictive Covenants, if any, which may limit
2. FIXTURES: The following items, if any, and appliances, light fixtures, ceiling fans, attached flohardware, window and door screens, storm wiburglar/fire/smoke alarms, pool and spa equipment, garage door openers with controls, outdoor plans mailboxes, wall and/or door mirrors, attached prosystems and all related equipment, water softener Property, EXCEPT any such items leased by the Section 2012.	or coverings, blinds, shades, drape ndows, combination doors, awr solar energy systems, attached fir ts and trees (other than in mova opane gas tank, invisible fencing /conditioner and filter equipment	ery rods and curtain rods, brackets and all related nings, antennas, satellite dishes and receivers, replace screens, gas logs, fireplace inserts, electric able containers), basketball goals, storage sheds, including all related equipment, lawn irrigation t, and any other items attached or affixed to the
3. PERSONAL PROPERTY: The following pe	ersonal property is included in the	e purchase price: <u>Augureanance</u>
accepted; or (2) any of the conditions hereto a breach of this contract by Seller, all earnest n affect any other remedies available to Buyer 1	Buyer be dishonored, for any reason written notice to deliver good fund to terminate this contract upon write, EARNEST MONEY DEPOSI	son, by the institution upon which the payment is is to the payee. In the event Buyer does not timely
This form jointly approved by: North Carolina Bar Association North Carolina Association of RE Buyer initials	Subject to Aldendu	STANDARD FORM 2-T Revised 7/2008 © 7/2009

**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) \$\_\_\_\_\_\_, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than \_\_\_\_\_\_\_, *TIME BEING OF THE ESSENCE* WITH REGARD TO SAID DATE.
- (c) \$\_\_\_\_\_, 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) \$\_\_\_\_\_, 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) \$ , O O , BY SELLER FINANCING in accordance with the attached Seller Financing Addendurate
- (f) \$\_\_\_\_\_, 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 G FHA G VA (attach FHA/VA Financing Addendum) Conventional O Other: \_\_\_\_\_\_\_ loan at a G Fixed Rate Adjustable Rate in the principal amount of (plus any financed VA Funding Fee or FHA MIP) for a term of \_\_\_\_\_\_ year(s), at an initial interest rate not to exceed \_\_\_\_\_\_ % per annum, with mortgage loan discount points not to exceed \_\_\_\_\_\_ % and with loan origination fee not to exceed \_\_\_\_\_\_ % 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 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 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.)

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## 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 <u>Residential</u> 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 carnest 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  $\frac{\partial /2 }{\partial \sqrt{2} }$ 

- (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):  $\frac{1}{2} \frac{1}{2} \frac{1}{2}$ 

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 \_\_\_\_\_\_. 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

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11. HOME WARRANTY: If a home warranty is to be provided, select one of the following: D Buyer may obtain a one-year home warranty at a cost not to exceed \$\_\_\_\_\_\_ and Seller agrees to pay for it at Closing. D 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: <u>AIA</u>

, 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 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 \_\_\_\_\_\_\_ 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

	Page 4 of 8
2	Subject to AHMS/Addendum
Buyer initials	Seller mitials

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.)

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<sup>®</sup> 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:	1/18/10	
Buyer	Romdoper ucon	(SEAL)
Date:		
Buyer		(SEAL)

Date:	02/18/10	
Seller An	releflitchell	(SEAL)
Date:		

Seller

(SEAL)

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## 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:	SELLER NOTICE ADDRESS:
Mailing Address:	Mailing Address:
Buyer Fax#:	Seller Fax#:
Buyer E-mail Address:	Seller E-mail Address:
SELLING AGENT NOTICE ADDRESS	LISTING AGENT NOTICE ADDRESS:
Individual Selling Agent: Santet Parker	Individual Listing Agent: Sherry Shelby
License #: 11-1-56-17	Ligence His
Firm Name: Hobbardon Parker Renter, LLC	Firm Name: Condition / Gold F. Real Folds
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent	Acting as 🖾 Seller's (sub)Agent 🗖 Dual Agent
Mailing Address: 575 Mary Neclett Rd	Mailing Address:
Steelman, N.C. 28391	
Selling Agent Fas#:	Listing Agent fax#:
Selling Agent E-mail Address: Janetporker 007 Ponal de	Listing Agent E-mail Address:
Selling Agent Phone#: 919-369-1871	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:

By:

(Signature)

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17. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Selier 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.

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:  $\Box$  a Buyer Possession Before Closing Agreement is attached OR  $\Box$  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.)

- Additional Provisions Addendum (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- G 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)

Subject to AMSI Addendum Buver initials Sellennings

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.

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Date:	1/18/10	
Buyer	Romdoper ucon	(SEAL)
Date:		
Buyer		(SEAL)

Date:	02/18/10	
Seller An	releflitchell	(SEAL)
Date:		

Seller

(SEAL)

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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/P, 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 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.

(c) **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 \$\_\_\_\_\_\_\_. 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) <u>CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION</u> <u>UNLESS PROVISION IS OTHERWISE MADE IN WRITING.</u>

#### □ 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

20\_\_\_\_, *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 carnest 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 relundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

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

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Page 5 of 8 Subject to AHMSI Addendum Seller initial

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.

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:  $\Box$  a Buyer Possession Before Closing Agreement is attached OR  $\Box$  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.)

- □ Additional Provisions Addendum (Form 2A11-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- G 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)

Subject to AMSI Addendum Buver initials Seller

## 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:	SELLER NOTICE ADDRESS:
Mailing Address:	Mailing Address:
Buyer Fax#:	Seller Fax#:
Buyer E-mail Address:	Seller E-mail Address:
SELLING AGENT NOTICE ADDRESS	LISTING AGENT NOTICE ADDRESS:
Individual Selling Agent: Transford Parker	Individual Listing Agent: Sherry Shellon
License #: 166-56-17	
Firm Name: Hohbardon Parker Ren 12, 110	Firm Name: Condition from Product Real Forth
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent	Acting as 🗹 Seller's (sub)Agent 🗖 Dual Agent
Mailing Address: 535 Mary McCell Rd	Mailing Address:
Steelman, N.C. 28391	
Selling Agent Fas#:	Listing Agent fax#:
Selling Agent E-mail Address: Janetporker 007 Ponalle	Listing Agent E-mail Address:
Selling Agent Phone#: 919-369-1871	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		
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Firm:

By:

(Signature)

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

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## 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:	SELLER NOTICE ADDRESS:
Mailing Address:	Mailing Address:
Buyer Fax#:	Seller Fax#:
Buyer E-mail Address:	Seller E-mail Address:
SELLING AGENT NOTICE ADDRESS	LISTING AGENT NOTICE ADDRESS:
Individual Selling Agent: Transford Parker	Individual Listing Agent: Sherry Shellon
License #: 166-56-17	
Firm Name: Hohbardon Parker Ren 12, 110	Firm Name: Condition from Product Real Forth
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent	Acting as 🗹 Seller's (sub)Agent 🗖 Dual Agent
Mailing Address: 535 Mary McCell Rd	Mailing Address:
Steelman, N.C. 28391	
Selling Agent Fas#:	Listing Agent fax#:
Selling Agent E-mail Address: Janetporker 007 Ponalle	Listing Agent E-mail Address:
Selling Agent Phone#: 919-369-1871	Listing Agent Phone:

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

Date		
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Firm:

By:

(Signature)

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

Page 8 of 8

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.

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:  $\Box$  a Buyer Possession Before Closing Agreement is attached OR  $\Box$  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.

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- □ Vacation Rental Addendum (Form 2A13-T)

Subject to AMSI Addendum Buver initials Seller

# ADDENDUM "A" FIRST ADDENDUM TO CONTRACT

#### ASSET NUMBER: 5000227164

Buyer: Randy Lucas

Seller: AHMSI

Buyer: \_\_\_\_

Property Address: 309 MAIN ST (together with any improvements thereon, the "Property") City, State: BENSON, NC

Addendum Date: 02/01/2010

Contract Title and Date: 01/31/2010 (the "Contract")

Offer Expiration Date: 5.00 p.m. (EST) on 02/04/2010 (the "Offer Expiration Date")

## BUYER(S) AND SELLER AGREE AS FOLLOWS:

(A) OFFER AND ACCEPTENCE:

Buyer acknowledges and agrees that: (i) Seller has reserved the right to receive multiple offers and make multiple counter-offers with respect to the Property which are the subject of the Contract;(ii) Seller reserves the right to continue to offer the Property for sale until both the Contract and this Addendum (as defined in Paragraph C below) have been fully executed and delivered by Buyer and Seller; and (iii) This counter-offer shall expire at 5:00 p.m. (EST) on the Offer Expiration Date. Seller's acceptance of another offer and/or counter-offer prior to the full execution and delivery of the Contract and this Addendum by both Buyer and Seller shall constitute Seller's revocation of this counter-offer (as evidenced by delivery of a signed copy of this Addendum) must be received by Seller or Seller's agent in writing prior to 5:00 p.m. (EST) on the Offer Expiration to Buyer whatsoever unless and until Seller fully-executes and delivers both the Contract and this Addendum to Buyer.

## (B) SUMMARY OF MATERIAL DATES AND AMOUNTS IN THE AGREEMENT; CERTAIN DEFINITIONS:

- i. The term "Sale Price" shall mean \$110,000.00
- ii. The term "Earnest Money Deposit" shall mean \$3,300.00, due at the signing of this Addendum.
- iii. The term **"Additional Deposit"** shall mean \$ , due upon the removal of all inspection contingencies. Buyer shall deliver the balance of the Sale Price in the amount of \$106,700.00 into the escrow by wire transfer at least one (1) business day prior to the Closing Date.
- iv. The term "Deposit" shall mean the sum of the Earnest Money Deposit, Additional Deposit and any other subsequent deposits held in escrow or otherwise intended to be applied toward the Sales Price. The Deposit shall be non-refundable except in connection with Paragraph F of this Addendum or as expressly provided otherwise in this Addendum.
- v. The term "Agreement" shall mean, collectively, the Contract, this Addendum and any addenda, supplements, riders or amendments thereto.
- vi. The term "Closing Date" shall mean on or before 02/28/2010.

(C) CONFLICT BETWEEN THE CONTRACT AND THIS ADDENDUM:

In the event any provision of this Addendum "A" First Addendum To Contract (this "Addendum") conflicts in whole or in part with any of the terms and conditions of the Contract, the terms of this Addendum shall control

Buver's Initials

the rights and obligations of the parties.

## (D) ASSIGNMENT OF THE AGREEMENT:

Buyer shall neither assign its rights nor delegate its obligations under the Agreement without obtaining Seller's prior written consent, which consent may be withheld in Seller's sole discretion. In no event shall any assignment relieve Buyer from its obligations under the Agreement. If Buyer attempts to or actually assigns the Agreement or delegates its obligations under the Agreement without obtaining Seller's prior written consent, then the Agreement may be deemed null and void at Seller's election. If Seller elects to nullify the Agreement as a result of any such assignment, then Seller shall be entitled to retain the Deposit in accordance with Paragraph K of this Addendum. Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.

## (E) NO REPRESENTATIONS OR WARRANTIES; PROPERTY SOLD "AS IS":

Buyer acknowledges and understands that the Property is being purchased and sold as-is, where-is and with all faults. Buyer further acknowledges and understands that the Property was acquired by Seller through a foreclosure or other similar action and therefore, Seller is not an owner-occupant and Seller's information concerning the Property and its condition is extremely limited. Accordingly, Buyer acknowledges and understands that Seller makes no representations or warranties, express or implied, regarding any known or unknown, apparent or latent defects in the Property or any appurtenant systems, including, without limitation, plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, septic, soil conditions, foundation, structural integrity, environmental condition (including, without limitation, the presence hazardous or toxic substances), pool or related equipment. Seller makes no representations or warranties, express or implied, as to (i) the condition of the Property or any of the Property's systems or improvements, or (ii) the habitability, marketability, profitability, serviceability or fitness for a particular use of the Property or any component of the Property. Buyer further acknowledges and agrees that the Sale Price and the terms and conditions set forth in the Agreement are the result of arm's-length bargaining between parties familiar with transactions of this kind and said price, terms and conditions reflect the fact that Buyer shall have the benefit of, and is relying upon, no statements, representations or warranties, express or implied, whatsoever relating to any aspect of the Property made by or enforceable directly against Seller, any affiliate of Seller or any broker or agent of Seller, including, without limitation, any statements, representations or warranties relating to the known or unknown condition, dimensions, square footage, descriptions, soil condition, suitability, availability of water and other utilities, compliance or lack of compliance with any state, federal, county or local law, ordinance, order, zoning, rule, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents, warrants and covenants to Seller that Buyer is relying solely upon its own inspection and investigation of the Property. If Seller obtains or has obtained the services, opinions or work product of surveyors, architects, engineers, title companies, governmental authorities or any other person or entity with respect to the Property, Buyer and Seller agree that Seller shall do so only for the convenience of both parties and the reliance by Buyer upon any such services, opinions or work product shall not create or give rise to any liability of or against Seller.

The closing of this sale shall constitute acknowledgement by the Buyer that the condition of the Property and all components thereof is acceptable to the Buyer at that time. The Buyer agrees that Seller shall have no liability for any claims or losses the Buyer or the Buyer's successors or assigns may incur as a result of defects that may now or hereafter exist with respect to the Property or any component thereof.

The parties agree that Seller is exempt from filing a disclosure statement as the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. For Alaska transactions, the Seller and the Buyer have previously executed a waiver of the disclosure provisions of Alaska statutes.

## (F)\_ FINANCING CONTINGENCY:

( )/( ) (1) Sale Contingent on Mortgage Financing:

Buyer's Initials:

Seller's Initials:

- i. Deadline for Commitment: The Agreement is subject to the condition that on or before 5:00 p.m. (EST) on *3/31/10* (the "Financing Deadline"), Buyer shall secure a written commitment for a loan to be secured by a mortgage or deed of trust on the Property in the amount of \$106,700.00 (a "Commitment"), or such lesser sum as Buyer accepts, and provide a copy of such Commitment to Seller. After the expiration of the Financing Deadline and Buyer's delivery of the Commitment to Seller, Buyer shall not revise the loan terms set forth in the Commitment without Seller's prior written consent. If Buyer revises the terms of its loan after the Financing Deadline without Seller's prior written consent, Buyer shall be in default under the Agreement and Seller shall be entitled to terminate the Agreement and retain the Deposit pursuant to Section K of this Addendum. If Buyer delivers written notice to Seller that such financing has been declined (a "Notification of Decline") prior to the Financing Deadline, then the Agreement shall be commitment or a Notification of Decline prior to the Financing Deadline, then Buyer shall be deemed to have waived the foregoing financing contingency and the Agreement shall remain in full force and effect without any such financing contingency.
- II. Buyer's Expense: Buyer shall, at Buyer's sole expense, execute all documents necessary to procure a mortgage loan from any source selected by Buyer. Any delays caused by any lender of such mortgage loan ("Buyer's Lender"), regardless of whether Buyer's conduct caused such delay, shall constitute a default under the Agreement by Buyer and Seller shall be entitled to retain the Deposit as liquidated damages pursuant to Paragraph K below.
- iii. Buyer's Authorization for Buyer's Lender: Buyer hereby authorizes Buyer's Lender (and/or its successors and assigns) to discuss with Seller and any agent or affiliate of Seller, the details of Buyer's loan application including, without limitation, Buyer's credit history (including a credit report), income, debts and the progress of the entire loan application.
- iv. Buyer's Authorization for Seller: Buyer hereby authorizes Seller, any agent or affiliate of Seller or any investigative agency hired by Seller, to investigate Buyer's ability to purchase the Property under the terms and conditions of the Agreement including, without limitation, ordering a credit history from a credit reporting agency and discussing Buyer's loan application with Buyer's Lender and/or its successors or assigns. Buyer shall be entitled, upon request, to a complete and accurate disclosure of the nature and scope of any such investigation.

(Buyer's Initials) (Buyer's Initials) THAVE READ THIS PARAGRAPH AND I AM INITIALING TO VERIFY THAT I ACCEPT IT AS PART OF THE AGREEMENT

## (\_\_\_)/(\_\_\_) (2) All Cash Transaction:

The purchase and sale of the Property is an all-cash sale and purchase and is NOT contingent upon Buyer's obtaining financing for the purchase of the Property regardless of any mortgage loan application made by Buyer to any lending institution. Buyer understands and agrees that neither delivery of a commitment for a mortgage loan from any lending institution nor Buyer's acceptance of such a commitment will in any way be a condition of Buyer's obligations under the Agreement. Buyer represents to Seller that Buyer has sufficient readily available funds to complete the purchase of the Property and will submit proof of such funds upon request of Seller. If Buyer is unable to deliver the full Sale Price to Seller on the Closing Date, then Seller shall be entitled to retain the Deposit as liquidated damages pursuant to Paragraph K below.

## (G) CLOSING COSTS:

Buyer agrees to pay all of Buyer's closing costs, including the cost of any fees, interest and charges imposed by Buyer's Lender. Buyer understands that it may also have to pay certain prepayable expenses including, without limitation, property taxes, water and sewer charges, and insurance. Regardless of local custom or practice, the Buyer shall pay any and all real estate transfer taxes due as a result of the conveyance of the Property. The Buyer shall pay all other costs and fees incurred in the transfer of the Property, except as expressly assumed by the Seller in the Agreement.

Buyer also agrees to pay Seller a document preparation/review fee of Ninety-nine Dollars (\$99.00) on the Closing Date. This fee shall be delivered to escrow and disbursed on the Closing Date per wire instructions provided by Seller.

## (H) INSPECTIONS:

Buyer, at Buyer's sole cost and expense after Seller's delivery of notice to Buyer of Seller's written acceptance

of this Addendum, shall have the opportunity to inspect all aspects of the Property including testing regarding, without limitation, environmental, asbestos, radon gas, lead paint, mold, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestation or damage caused by such infestation, boundary surveys, and unrecorded costs, liens, assessments, or judgments including, without limitation, code violations, taxes, utility liens, or condominium assessments. Any and all costs and expenses associated with any such inspection shall be referred to as "**Inspection Costs**". In no event, including, but not limited to, if the sale of the Property fails to close due to an issue stemming from any such inspection, shall Seller be required to reimburse Buyer for any Inspection Costs. Seller will not supply surveys, boundary surveys or footprint surveys or any other documents with respect to the Property. If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Buyer, at the Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium or planned unit development or cooperative.

Mold, mildew spores and/or other microscopic organisms and/or allergens (collectively referred to in this paragraph as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser has not in any way, relied upon any representations of Seller, Seller's employees, affiliates, servicers, brokers, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property and Purchaser has not in any way, relied upon any representations of Seller, Seller's employees, affiliates, servicers, brokers, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property and purchaser has not in any way, relied upon any representations of Seller, Seller's employees, affiliates, servicers, brokers, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.

BUYER IS ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS IN, ON AND UNDER THE PROPERTY PRIOR TO THE END OF THE SEVEN (7) CALENDAR DAY INSPECTION PERIOD (AS DESCRIBED BELOW), AS TO THE EXISTENCE OF CERTAIN CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY OF THOSE LISTED IN THIS PARAGRAPH H, THAT COULD CAUSE SERIOUS HEALTH PROBLEMS AND/OR A SUBSTANTIAL REDUCTION IN PROPERTY VALUE. Buyer hereby agrees and acknowledges that Buyer is solely responsible for any required remediation and/or resulting damages, including, without limitation, any effects on health, due to a condition in, on, under or around the Property.

In the event the Property is affected by an environmental hazard, as determined by the Seller, either party may terminate the Agreement and the Deposit shall be returned to Buyer. In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property despite any environmental hazard, the Buyer agrees to execute a release and hold harmless agreement at closing, in a form acceptable to Seller. In the event the Buyer elects not to execute the release and hold harmless agreement, at the Seller's discretion, the Agreement is automatically terminated upon notice given to Buyer and Seller shall retain the Deposit. If there is an enforcement proceeding arising from allegations of violation of building codes or similar laws or regulations before an enforcement board, special master, court or similar enforcement body, and neither the Buyer nor the Seller terminate the Agreement, the Buyer agrees (a) to accept the Property subject to the violations, and (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceeding. Buyer agrees to execute any and all documents necessary or required for closing by any agency with jurisdiction over the Property.

Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's examination and investigation and Buyer shall protect, defend, indemnify and hold Seller (and Seller's agents, servicers, employees, contractors, brokers, shareholders, affiliates, officers and directors, collectively, the **"Seller Indemnities"**) harmless from and against any and all losses, costs, expenses (including attorneys' fees and actually incurred court costs), claims, damages, liens and stop notices whatsoever and shall repair any and all damages to any portion of the Property to the extent arising out of or related (directly or indirectly) to Buyer's and/or Buyer's consultants/contractors conducting (but not the results thereof) such inspections, surveys, tests and studies. **Buyer shall provide Seller with written notice at least two (2) days prior to Buyer's** entry

Buyer's Initials

#### onto the Property.

If Buyer fails to timely deliver to Seller written notice of its cancellation of the Agreement for any reason, on or before 5:00 p.m. (EST) on the date **SEVEN (7)**calendar days after the date of this Addendum (the **"Inspection Period Deadline"**), Buyer shall conclusively be deemed to have: (i) completed and approved of all inspections and investigations, reviewed all applicable documents and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for any required repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct. If Buyer timely objects to the condition of the Property by the Inspection Period Deadline, then Buyer, as Buyer's sole option, may terminate the Agreement and neither party shall have any further obligations under the Agreement. As a condition to Buyer's right to terminate the Agreement prior to the Inspection Period Deadline. Buyer agrees to submit to Seller any and all written reports resulting from any inspections conducted or ordered by Buyer within three (3) calendar days following the close of the Inspection Period Deadline. Upon Seller's receipt of such reports, the Deposit will be refunded to Buyer.

#### (I) SELLER'S UNLIMITED RIGHT TO CANCEL THE AGREEMENT:

AT ANY TIME SELLER SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO ELECT TO DEEM THE AGREEMENT NULL AND VOID IF (I) REQUIRED BY APPLICABLE LAW, (II) REQUIRED BY ANY EXISTING CONTRACT OR AGREEMENT BINDING UPON SELLER AND/OR THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AGREEMENTS WITH THE PRIOR OWNER OF THE PROPERTY, ANY MORTGAGE INSURER OR ANY MORTGAGE BROKER. UPON SELLER'S DELIVERY OF WRITTEN NOTICE TO BUYER OF SELLER'S ELECTION TO NULLIFY THE AGREEMENT PURSUANT TO THIS PARAGRAPH, THE PARTIES SHALL BE RESTORED TO THEIR ORIGINAL POSITIONS AS IF THE AGREEMENT NEVER EXISTED. SHOULD SELLER EXERCISE ITS DECISION TO NULLIFY THE AGREEMENT, THE DEPOSIT SHALL BE RETURNED TO BUYER. BUYER AGREES THAT SHOULD SELLER NULLIFY THE AGREEMENT PURSUANT TO THIS PARAGRAPH, BUYER WAIVES ITS RIGHT TO SUE SELLER FOR SPECIFIC PERFORMANCE AND/OR DAMAGES AND FULLY RELEASES SELLER AS FURTHER SET FORTH IN THE RELEASE CONTAINED WITHIN PARAGRAPH V OF THIS ADDENDUM.

> (Buyer's Initials) (Buyer's Initials) I HAVE READ THIS PARAGRAPH AND I AM INITIALING TO VERIFY THAT I ACCEPT IT AS PART OF THE AGREEMENT

#### (J) REPAIRS:

Any repairs to the Property identified by Buyer or which may be required by Buyer's Lender (collectively, "Repairs") are the sole responsibility of Buyer. Seller shall have no obligation to make any Repairs to the Property whatsoever. Buyer agrees not to enter the Property prior to the Closing Date for the purpose of making any Repairs or any other alterations without Seller's express prior written consent.

#### (K) LIQUIDATED DAMAGES; DEPOSIT:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IF THE AGREEMENT HAS NOT BEEN TERMINATED BY BUYER OR SELLER FOR AN EXPRESS REASON PROVIDED IN THE AGREEMENT WHICH REQUIRES THE DEPOSIT TO BE RETURNED TO BUYER AND IF THE SALE OF THE PROPERTY TO BUYER HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THE AGREEMENT. OR UPON THE OCCURRENCE OF ANY DEFAULT OF BUYER UNDER THE AGREEMENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S DEFAULT AND/OR FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE AGREEMENT AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS ADDENDUM, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WOULD INCUR AS A RESULT OF SUCH DEFAULT AND/OR FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHTS AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THE AGREEMENT. ACCORDINGLY, IF BUYER INTERFERES WITH OR MAKES ANY ATTEMPT TO INTERFERE WITH SELLER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE

**Buyer's Initials:** 

Seller's Initials:

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LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION INCLUDING, WITHOUT LIMITATION, GIVING ANY NOTICE OR INSTRUCTIONS TO ANY ESCROW HOLDER NOT TO DELIVER THE DEPOSIT TO SELLER, SELLER SHALL HAVE THE RIGHT TO RECOVER ITS ATTORNEYS' FEES AND COSTS OF COLLECTION AND/OR ENFORCEMENT IN ADDITION TO THE SELLER'S LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

## (Buyer's Initials) (Buyer's Initials) I HAVE READ THIS PARAGRAPH AND I AM INITIALING TO VERIFY THAT I ACCEPT IT AS PART OF THE AGREEMENT

## (L) SELLERS CLOSING COSTS AND BROKERAGE COMMISSION:

Seller agrees to contribute the following amounts, if applicable, as a reduction in the Sale Price:

- i. \$0.00 towards Buyer's non-recurring closing costs, discount points, and, if applicable, Buyer's nonallowable FHA/VA costs;
- ii. \$0.00 as a credit to Buyer at closing for Buyer to purchase a Home Protection Plan; and
- iii. \$0.00 towards a termite report.

Seller will pay a brokerage commission in accordance with the listing agreement between the listing broker and Seller. The selling broker, if any, is set forth below. Seller hereby instructs the closing agent to pay the brokerage commission to the listing broker and any selling broker (if applicable) after the closing via separate checks made out to the following companies in the following amounts:

Listing Broker's Fee: Payable to: Cardinal Point Real Estate in the amount of

Selling Broker's Fee: Payable to: in the amount of 2.25%

## (M) TRANSFER OF TITLE AND SUBSEQUENT NOTICE OF COSTS, LIENS, OR ASSESSMENTS:

Seller shall transfer title to the Property to Buyer by means of a special or limited warranty deed, or an equivalent thereof (the "Deed"). The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all of the terms and conditions of the Agreement. Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, homeowner association fees and charges, utility charges or any other charges not readily obtainable from a title search prior to closing. IF AT ANY TIME AFTER THE CLOSING DATE, BUYER OR ITS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF THE CLOSING INCLUDING, WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, UTILITY LIENS, OR CONDOMINIUM ASSESSMENTS, BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF SAME AND BUYER HEREBY RELEASES SELLER OF ANY AND ALL LIABILITY IN CONNECTION THERETO, REGARDLESS OF WHETHER (I) SELLER OWNED THE PROPERTY AT THE TIME SUCH COSTS WERE ASSESSED OR INCURRED OR (II) SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SUCH COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS. Buyer is responsible for verifying any possible liens, judgments, or assessments that may not be of record and hereby releases Seller from any and all liability related to any such liens, judgments or assessments. Notwithstanding anything to the contrary in the Agreement, the provisions of Paragraphs C, D, E, H, I, K, M, and P through dd of this Addendum, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of the Agreement by any party and continue in full force and effect.

## (N) TITLE AGENT:

Seller shall select the title agent to issue the owner's title insurance policy and shall pay the title examination fee and the premium for such policy. Buyer shall pay the customary closing fee to the closing/title agent. Buyer is entitled to legal representation at the closing and may elect to have such representation at Buyer's sole expense. The closing of the transaction contemplated by the Agreement shall be held at a location designated

Seller's Initials:

Page 6 of 14

by Seller. It is Seller's intent to deliver an owner's title insurance policy in lieu of an abstract in the customary abstract states. Buyer hereby accepts such owner's title insurance in lieu of an abstract, if applicable.

### (0) INSURANCE POLICIES:

Seller's insurance policies covering the Property are not transferable and will not be prorated on the Closing Date.

#### (P) TITLE DEFECTS:

In the event that a title defect is discovered by Buyer prior to the Closing Date, Buyer shall deliver written notice of such defect to Seller and Seller shall be entitled to a thirty (30) day extension of the Closing Date to resolve any such title defects or other title issues. This additional thirty (30) day period shall be referred to as the **"Extended Closing Period"**. If, within the Extended Closing Period, Seller determines that it is unable or unwilling, in Seller's sole discretion, to resolve such matters, Buyer shall elect to either: (i) take title to the Property in its then state without any reduction in the Sale Price, thereby waiving any and all title objections and any other claims against Seller, or (ii) terminate the Agreement and receive a refund of the Deposit. Buyer acknowledges and agrees that Buyer's remedy in clause (ii) above shall be Buyer's sole and exclusive remedy against Seller for Seller's election not to remove a title defect and/or inability to deliver clear and insurable title to Buyer at the closing.

#### (Q) LEAD-BASED PAINT INSPECTION:

## /(\_\_\_\_) LEAD-BASED PAINT CONTINGENCY:

Buyer's obligation to close this transaction is contingent upon Buyer conducting a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, at Buyer's sole cost and expense, on or before 5:00 p.m. (EST) on the date ten (10) days from the date of the Agreement (the "LBP **Test Period**"). Intact lead-based paint that is in good condition is not necessarily a hazard (please see the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the expiration of the LBP Test Period unless Buyer delivers to Seller written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report, prior to the expiration of the LBP Test Period. Seller may, at its sole discretion, within ten (10) days after delivery of such notice, elect in writing to correct the condition(s) prior to the Closing Date. If Seller elects to correct the condition(s), Seller shall, upon completion of the correction(s), furnish to Buyer certification from a risk assessor or inspector demonstrating that the condition has been remedied. If Seller does not elect to make the repairs or if Seller counter-offers such notice, Buyer shall have five (5) days to respond to any such counter-offer or elect to waive this contingency and close the purchase of the Property in its "as is" condition without any reduction in the Sale Price, or the Agreement shall become void and the Deposit shall be refunded to Buyer. Buyer may waive this contingency at any time without cause at Buyer's sole election.

# (\_\_\_\_\_) WAIVER OF LEAD-BASED PAINT INSPECTION PERIOD; SELLER'S REPRESENTATIONS;

Buyer acknowledges that it has had the opportunity to undertake studies, inspections or investigations of the Property as Buyer deemed necessary to evaluate the presence of lead-based paint and/or lead-based paint hazards on the Property. To the extent that Buyer has waived or otherwise declined the opportunity to undertake such inspections and investigations as a condition to the completion of the transaction under the terms of the Agreement, Buyer has knowingly and voluntarily done so. Buyer understands and acknowledges that the Property may have been built prior to 1978 and lead-based paint and/or lead-based paint hazards may be present on the Property. In accordance with the Section 1018 of Title X, the Residential Lead-Based Paint Hazard Reduction Act of 1992, attached to this Addendum as Exhibit "H" and made a part hereof, Seller attaches the Disclosure of Information on Lead Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement. Seller shall have no responsibility or liability with respect to any such occurrence of lead-based paint. It is understood by the parties that Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in Seller's files or in the documents produced by Seller or its agents, including, without limitation, any environmental audit or report. Buyer acknowledges that Seller and Seller's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Buyer agrees that the obligations of Seller in connection with the purchase of the Property shall be governed by the Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof.

## (R) CLOSING DATE / TIME OF THE ESSENCE:

The parties agree that time is of the essence with respect to all dates specified in the Agreement. Accordingly, all deadlines are intended to be strict and absolute. In the event Buyer fails to close the transaction on the Closing Date through no fault of Seller, Seller may, in its discretion, elect to extend the Closing Date for up to ten (10) days. In the event Seller agrees to extend the Closing Date, Buyer shall pay, in addition to the Sale Price, (i) a \$300.00 fee for any such the extension, and (ii) a per diem penalty of \$100.00 (\$150.00 per diem if this is a cash offer) for each day that the Closing Date is extended up to a maximum of ten (10) days.

Buyer assumes all liability in providing all necessary information to Buyer's Lender. Furthermore, Buyer shall instruct Buyer's Lender and Buyer's attorney to work in conjunction with the brokers to ensure a timely closing. The broker, and co-broker (if applicable), shall assume all responsibility for follow-up with Buyer, any lender or mortgage representative involved in financing this transaction, and either party's attorney and/or title company to ensure that there is no delay in closing. Buyer will not be given possession and may not occupy the Property prior to the closing and disbursement of sale proceeds.

## (S) NO ALTERATIONS PERMITTED WITHOUT PRIOR CONSENT:

Buyer shall be in default under the Agreement in the event Buyer occupies or alters the Property or permits the Property to be allered without the prior written consent of Seller. Upon any such default, Seller shall have the right to retain the Deposit pursuant to Paragraph K of this Addendum and Buyer shall be required to return the Property to its original condition, at its sole expense, if Seller shall request such action in writing. Further, upon any such default, Buyer waives any and all claims for damages or compensations for improvements made by the Buyer to the Property including, but not limited to, any claims for unjust enrichment.

#### (T) TERMINATION OF THE AGREEMENT:

In the event the Agreement is terminated pursuant to any provision of the Agreement which requires the Deposit to be refunded to Buyer, or in the event Seller defaults or is otherwise unable to or elects not to perform the Agreement, Seller's sole liability to Buyer, and Buyer's sole and exclusive remedy, will be to return the Deposit to Buyer, at which time the Agreement shall terminate and neither Seller nor Buyer shall have any further obligations, liabilities or responsibilities to one another under the Agreement, except for those provisions which the Agreement expressly provides will survive the expiration of termination of the Agreement. The Buyer waives any claims that the Property is unique and the Buyer acknowledges and agrees that return of its earnest money deposit adequately and fairly compensates the Buyer.

## (U) SEVERABILITY:

If any provision of this Addendum shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without Invalidating the remainder of the Agreement.

#### (V) RELEASE:

In consideration of the sale of the Property to Buyer and Seller's agreement to pay the title examination fee and the premium for the title insurance policy, receipt of which is hereby acknowledged, upon the effective date of the Agreement, Buyer hereby releases and agrees to, hold harmless and forever discharge Seller, as owner of the Property, and its affiliates, officers, servicers, contractors, employees, agents, brokers successors and assigns, from any and all claims, liabilities, or causes of action of any kind that Buyer may now have or may have at any time in the future arising out of the Agreement. Neither the Seller nor its affiliates, officers, servicers, contractors, employees, agents, brokers, successors and assigns shall be fiable to the Buyer for any damages of any kind (other than a return of the Deposit when expressly required by the Agreement) as a result of the Seller's default under the Agreement or Seller's failure to sell and convey the Property. Buyer further expressly waives, to the fullest extent permitted by law: (a) the remedy of specific performance on account of Seller's default under the Agreement or Seller's failure to sell and convey the Property for any reason, (b) any right otherwise to record or file the Agreement or a memorandum thereof, a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property, (c) any right to invoke any other equitable remedy that may be available that, if invoked, would prevent Seller from conveying the Property to a third party buyer; (d) any and all claims arising from any agreed to adjustments or

Buver's Initials:

Seller's Initials:

prorations or errors in calculating the adjustments or prorations that are or may be discovered after closing; (e) any trial by jury in any litigation arising from or connected with or related to the Agreement; (f) any claims or losses Buyer may incur as a result of construction on, repair to, or treatment of the Property, or other defects, known or unknown, apparent or latent, which may now or hereafter exist with respect to the Property; (g) any right to avoid this sale or reduce the price or hold Seller and its affiliates, officers, servicers, contractors, employees, agents, brokers, successors and assigns responsible for damages on account of the marketability, habitability, serviceability, profitability, insurability or condition of the Property, lack of suitability or fitness of the property for a particular purpose, or defects, apparent or latent, in the Property; (h) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the Property or search of public records; and (i) any right to recover special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, including, but not limited to, any cost or expense incurred by the Buyer in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses, or any other such expense or cost arising from, or related to, the Agreement or a breach of the Agreement,

In the event Buyer breaches or disregards, or attempts to disavow, any of the waivers or releases described or contemplated under this Paragraph V, in addition to all other damages or remedies to which Seller and its affiliates, officers, servicers, contractors, employees, agents, brokers successors and assigns may be lawfully entitled, Buyer shall pay all reasonable attorneys fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such waiver or release, or (ii) defending any action initiated by the Buyer for the purpose of or relating to any such breach, disregard or disavowal.

## (W) OCCUPANCY STATUS OF PROPERTY:

The Buyer acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, express or implied, relating to the existence of any tenants or occupants at the Property. The Seller, its representatives, agents or assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing.

The Buyer further acknowledges and agrees that (i) the Seller is not holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone, (ii) no sums representing such tenant security deposits shall be transferred by the Seller to the Buyer as part of this transaction, and (iii) the Buyer hereby assumes all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations.

The Buyer acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Buyer agrees that upon the closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with such local rent control ordinances and regulations, will be the Buyer's sole responsibility.

If this property is located in Alabama, Buyer understands that the Property may be subject to redemption by the prior owner upon payment of certain sums and Buyer may be dispossessed of the Property. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees he shall have no recourse against Seller in the event the right of redemption is exercised.

If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Buyer understands that the Seller requires the Certificate of Occupancy to be obtained by the Buyer at the Buyer's sole cost and expense. The Buyer shall not have the right to delay the closing due to the Buyer's failure or inability to obtain any required Certificate of Occupancy. Failure of the Buyer to obtain and furnish the Certificate of Occupancy by the Closing Date shall be a material default of this Agreement by Buyer entitling Seller to retain the Deposit as liquidated damages under Paragraph K. Further, Buyer will not occupy, or cause or permit others to occupy, the Property after closing unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity.

Seller's Initials: H

## (X) PERSONAL PROPERTY:

Items of personal property, including but not limited to, window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property, are not included in this sale or the purchase price. Any personal property at or on the Property may be removed from the Property prior to or after the Closing Date. The Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Buyer assumes responsibility for any personal property remaining on the Property at the time of closing.

## (Y) MODIFICATION/WAIVER:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for, any different or subsequent breach.

#### (Z) COUNTERPARTS:

The Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. Copies of documents or signature pages bearing original signatures shall constitute and be treated as, an original signed document or counterpart, as applicable.

#### (aa) ATTORNEY REVIEW:

Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the 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 to understand the legal effect of the provisions of the Agreement.

#### (bb) NOTICES:

All notices from one party to the other must be in writing and are effective (i) when hand-delivered at, or transmitted by facsimile or electronic transmission properly addressed to the party and/or the party's broker, agent or attorney as indicated in the signature blocks below; or (ii) if mailed, when received or the next day if mailed via overnight delivery or three days after mailing via certified mail, return receipt requested properly addressed to the party and/or the party's broker, agent or attorney as indicated in the party's broker, agent or attorney as indicated properly addressed to the party and/or the party's broker, agent or attorney as indicated in the signature blocks below.

## (cc) INDEMNITY:

Buyer shall protect, defend, indemnify and hold the Seller Indemnities harmless from and against any and all losses, costs, expenses (including attorneys' fees and actually incurred court costs), claims and damages to the extent arising out of or related (directly or indirectly) to: (a) the imposition of any fine or penalty imposed by any governmental entity resulting from the Buyer's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations; (b) claims for amounts due and owed by the Seller for real property taxes, homeowner's association dues or assessment, or any other items prorated at closing, if any, under the Agreement, including any penalty or interest and other charges, arising from the Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required Certificates of Occupancy; or (d) the breach by Buyer of any of the terms and conditions of the Agreement.

## (dd) ENTIRE AGREEMENT:

The Agreement, including all other disclosure forms or notices required by law, constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Buyer and the Seller. No oral promises, representations, warranties or agreements, expressed or implied, made by the Seller and/or brokers or any person acting on behalf of the Seller shall be deemed valid or binding upon the Seller, unless expressly

Buyer's Initials:

Seller's Initials:

included in the Agreement. All negotiations are morged into the Agreement.

INESS WHEREOF, the Buyer and the Seller have entered into this Addendum as of the date first set forth ab ve. The undersigned represents and warrants that halshe is authorized to enter into the Agreement and gind the party for whore helshe signs to perform all duties and obligations stated in the

Agreement

Seller: AMERICAN HOME MORTGAGE SERVICING, INC. AHMSI

Bis

Dote: 2/8/10 Name Printed: Rendy Luces Name Printed: Oate: Name Printed: Sherry Shelby Date: Name Princo: Janet Parker Hubbord and Parker Balty, LLC Date:

Date : 02/18/10

Notice to Seller:

Listing Broker:

Setting Broker

Buyer

Notice to Suyor.

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Buyer's initials:

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# FINANCIAL TERMS ACKNOWLEDGEMENT

Final Contract Date:	02/01/2010
AHMSI REO No.:	5000227164
Buyer Name:	Randy Lucas
Property Address:	309, MAIN ST, BENSON, NC 27504
Planned Close of Escrow Date:	02/28/2010 3/5/2010
Sales Price:	\$110,000.00
Financing Type:	Conventional - 20 days
Earnest Deposit:	\$3,300.00
Down Payment:	\$3,300.00
Loan Amount (net):	\$106,700.00
PerDiem:	\$110.00
To be paid by Buyer to closer in advance of any writt	en extensions by Seller
Current Property Taxes	
a) Periodicity of Taxes:	Annual
Requested Closing Costs Paid by Seller on Beha Buyer	If of
(Limited to loan guidelines)	
Origination Fee:	\$0.00
Escrow:	\$0.00
Title Fee:	\$0.00
FHA/VA Allowable Costs:	\$0.00
Non FHA / VA Buyer Closing Costs / Prepaids:	\$0.00
FHA/VA Non Allowable Costs:	\$0.00
Current Property Taxes:	Annual
Property Transfer Taxes:	\$0.00
Home Protection Policy:	\$0.00
TOTAL:	<b>\$0</b> .00
Requested Repairs	
By Buyer/Lender:	\$0.00
Fumigation/Chemical only:	\$0.00
Termite Repairs:	\$0.00
Pest Report Fee:	\$0.00
TOTAL:	\$0.00
INA	
SELLER(Initials)	

#### CLOSER

Company Name: The Caudle Law Firm, P.A Phone: 704-342-2330

TITLE COMPANY Company Name: FATCO Phone: 8666831837 BROKER INFORMATION

Listing Agent: Sherry Shelby Company: Cardinal Point Real Estate

Selling Agent: Janet Parker Company: Hubbard & Perker Reality, LLC

Total Commissions: 6.0 % or \$6,600.00 Agent Bonus: \$0.00

**BUYER**(Initials) SELLER(Initials)

Contact person: Michael W.Smith Fax: 704-343-2694

Contact person: Power REOTeam Fax: 7148007830

Phone: 919-273-1300 Fax: 919-735-7086

Phone: 9193691870 Fax:

## AFFILIATED BUSINESS ARRANGEMENT DISCLOBURE NOTICE

Tr. Randy Lucas

Property: MIP MAIN ST

Lean Officer: Date:

Thank you for execting AFIMSFI LLC to anim in the purchase of sole of your fermic or other property. We look forward to acrying you.

This is as give you with mylee that AHM30 LLCC has a business relationship with Prospect Morraggie, LLC, as a members of Prospect Morragage, LLC, with a "17% interval" or the Operating Division known as "Prospect Morragage, LLC"." Decause of this relationship, this referral may provide AHM50 LLLC is Research or other benefit. Set forth below is the attinued charge or range of charges for the totilowned services listed. You are NOF required on use the listed provider as a sandation for collement of your base on the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP ARGAIND TO DEFERMINE THAT YOU ARE RECEIVING THE HEST SERVICES AND THE HEST RATE. FOR THESE SERVICES.

RANGE OF CHARGES*
6-2.5 Points
50-5475
\$0 - \$495
10 - 3615
40~3160
\$\$D = \$\$11.1
和正确的

Acknowledgement I understand that the provider of the shows settlement services is Prospect Moragage, U.C. I further understand that AHMSTILLC may receive a financial or other benefit if I opt to obtain flasheing for the subject property through Prospect Moragage, U.C.

analy Signature: Theter Printed Name: Randy Lugas

"The indige of the generated fiel Teref Bred Bred Bred Bred Bred Bred Bred Bern Ser golf feil beinner. Second Teref Berd Charlenge, all patient, second Berd Stere Berne Berne



Buver's initials

Seiler's Initiata