

PROPERTY INFORMATION PACKAGE

Auction of Bank-Owned Property

Single Family Homesite in Pecan Grove near Hampstead



Preview: Drive by anytime

Auction Location: ONLINE ONLY

Bidding Opens: July 14, Noon ET

Bidding Closes: July 19, 12:10pm ET

Property#: FX1685-060



Bill Londrey, Tranzon Fox
121 Pennsylvania Ave
Virginia Beach, VA 23462

P: 877-355-2251
F: 757-473-9787
blondrey@tranzon.com

ATTENTION PROSPECTIVE BIDDERS

ALL INFORMATION CONTAINED IN THIS AND OTHER ADVERTISEMENTS WAS OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE. HOWEVER, NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS INTENDED OR MADE. ALL PURCHASERS MUST INDEPENDENTLY INVESTIGATE AND CONFIRM ANY INFORMATION OR ASSUMPTIONS ON WHICH ANY BID IS BASED. NEITHER AUCTION COMPANY NOR SELLERS SHALL BE LIABLE FOR ANY ERRORS OR THE CORRECTNESS OF INFORMATION.

PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS." PROSPECTIVE BIDDERS SHOULD VERIFY ALL INFORMATION. THE PROPERTY IS OFFERED FOR SALE TO QUALIFIED PURCHASERS WITHOUT REGARD TO PROSPECTIVE PURCHASER'S RACE, COLOR, RELIGION, SEX, MARITAL STATUS OR NATIONAL ORIGIN. THE PROPERTY AND IMPROVEMENTS WILL BE SOLD "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY.

THE REAL PROPERTY SHALL BE SOLD FREE AND CLEAR OF LIENS, BUT SUBJECT TO CONDITIONS, RESTRICTIONS, RIGHTS-OF-WAY, EASEMENTS, AND RESERVATIONS, IF ANY, OF RECORD; SUBJECT TO THE RIGHTS, IF ANY OF TENANTS-IN-POSSESSION, UNDER LAW. NEITHER THE AUCTION COMPANY NOR THE SELLERS MAKE OR HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, CORRECTNESS, COMPLETENESS, CONTENT OR MEANING OF THE INFORMATION CONTAINED HEREIN. ALL PROSPECTIVE PURCHASERS RECOGNIZE AND AGREE THAT ANY INVESTIGATION, EXAMINATION, OR INSPECTION OF THE PROPERTY IS WITHIN THE CONTROL OF THE OWNER OR OTHER PARTIES IN POSSESSION AND THEIR AGENTS.

ANY DECISION TO PURCHASE OR NOT TO PURCHASE IS THE SOLE AND INDEPENDENT BUSINESS DECISION OF THE POTENTIAL PURCHASER. NO RECOURSE OR CAUSE OF ACTION WILL LIE AGAINST ANY OF THE ABOVE-MENTIONED PARTIES SHOULD PURCHASER BECOME DISSATISFIED WITH ITS DECISION, WHATEVER IT MAY BE, AT A LATER DATE.

TRANZON COMPANIES ARE MEMBER COMPANIES OF TRANZON, LLC AND ARE INDEPENDENTLY OWNED AND OPERATED.

Auction of Bank-Owned Property Single Family Homesite in Pecan Grove near Hampstead

Property #: FX1685-060

Bidding Opens: July 14, Noon ET

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Property Preview Date and Time:
Drive by anytime

Property Location:
141 West Island View Drive,
Hampstead, NC 28443

Auction Location:
ONLINE ONLY



Property Description: 0.72± ac cul de sac property in quiet gated community of Pecan Grove Plantation. Amenities include, pool, boat ramp, tennis, fitness center, playground and day dock. Local beaches are very close.

- Parcel ID#: 4214-82-0102-0000
- Parcel Size: 0.72± Acres
- Tax Assessment: \$97,200
- County: Pender
- Homeowners Association: \$133.00 Per Month
- Utilities Available: Community Water / Septic

Directions: From Hwy 17 N turn right onto Sloop Point Loop Rd, go past the main Pecan Grove entrance and take a right on Alton D Rivenbark, take your first left and go through the gate, go around the round about to W Island View and the road curves to the left. Property on right at end of cul de sac.

Broker Co-op: 1.5% of the high bid will be paid to a properly registered broker at settlement.

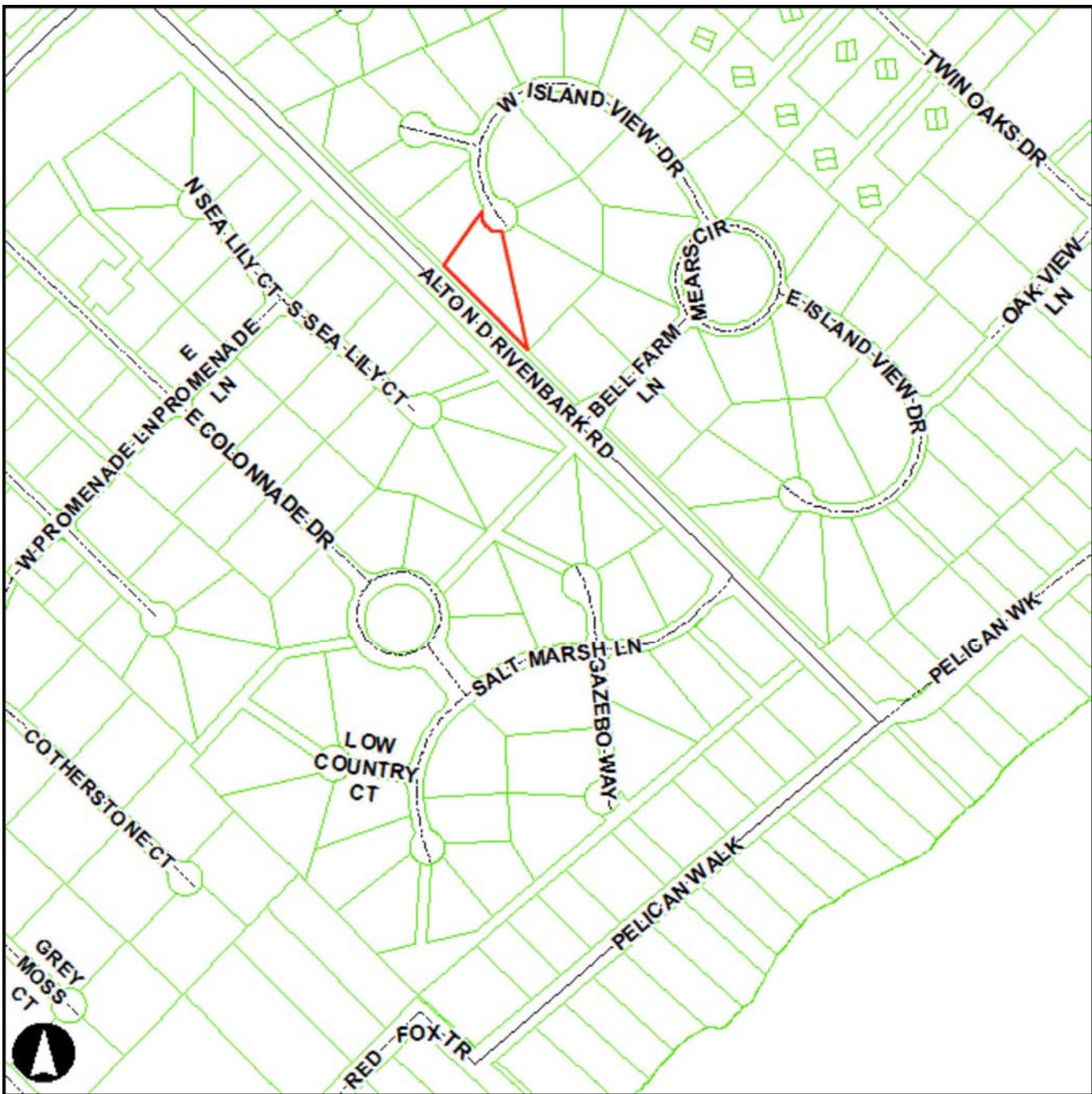
Summary of Terms of Sale: All property sold in "as is" condition. An 8% buyer's premium will be added to the final bid and will be included in the Full Purchase Price. The Successful High Bidder must execute a Purchase and Sale Agreement and deposit of 10% of the full purchase price or \$2,500 (whichever is greater) within 48 hours of being notified that you are the successful high bidder. Closing will be within 30 days of the auction end date. Seller will provide special warranty deed at closing. Please see the Contract for Sale of Real Estate and Terms & Conditions in this information package for all of the sale terms.



Bill Londrey
Tranzon Fox
www.tranzon.com/FX1685-060

877-355-2251
blondrey@tranzon.com
NCAF4953





Scale: 1:400



PIN: 4214-82-0102-0000
 NAME: T D BANK NA
 ADDR: PO BOX 1029
 CITY: GREENVILLE
 STATE: SC
 ZIP: 29615
 PROPERTY ADDRESS: W ISLAND VIEW DR
 PROPERTY DESCRIPTION: LT 141 PB 39/82
 PECAN GROVE
 DATE: 8/10/2011

DEED: 3955/207
 PLAT: 00390082
 ACCOUNT: 940293.000000
 TOWNSHIP: 102
 TNSH DESC: TOPSAIL
 ACRES: 0.72
 LAND VALUE: \$97,200.00
 BUILDING VALUE: \$0.00
 TOTAL VALUE: \$97,200.00
 DEFERRED VALUE: \$0.00
 SUBDIVISION: PECAN GROVE SEC IV



Scale: 1:400



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OWNERSHIP		05252012	940293	PROPERTY DESCRIPTION		TAX SUBDIVISIONS	PIN	CARD NO
T D BANK NA				LT 141, PB 39/82 PECAN GROVE		TWP TOPSAIL	4214-82-0102-0000	1
PO BOX 1029						SLOOP POINT FIRE	RECORD NUMBER: 49319	
GREENVILLE, SC		29615				PENDER EMS	ROUTE 24100.0	
DEED: 3955 207 08102011			57500	W ISLAND VIEW DR		564	LISTER: EB 121409 - E	
				TOPO	STREET	UTILITY	ZONING	0.72 ACRES
				LEVEL	EXCELLEN	ELECTRIC	R20C	
						SPTCTANK	NOTES:	
						WELL	:	
#	LAND CLASS	SIZE	BASERATE*FRNT*DPH*ADJ	=ADJRATE*UNITS=LND-VALUE				
1	11XRESD PRI	0.72AC	135000		135000	0.72	97200	
LAND VALUE:							97200	
#	OTHER FEAT	SIZE	BASERATE*COND	=ADJRATE*UNITS=RCNOB-VAL				
OTHER VALUE:								
FNDATION	XTRFNISH	ROOFTYPE	ROOFMTRL	SIZE/ QTY			RCN:	0
							RCNLD:	0
WALLFNH	FLOORS	HEAT&AIR	HEATFUEL				MAP: 00390082	
CONDITION ADJ:				%	BLDG DEPR: 0.97 %			
#	STRUCTURE	SKTCH- SF*STHT=	AREA	RATE*GRDF+HEAT+EXWL*WLHT=ADJRAT*	AREA=	RPCN*	DEPF*CNDF=STR-VALUE	
PRIOR VALUE							STRUCTURE VALUE:	
LAND 97200							APPRAISED-VALUE:	97200
BLDG 0								
NBHD- ADJ: 2063 CAVB:				0 *	1=	0	TOTAL	

The office of the Register of Deeds for Pender County hereby **DISCLAIMS**, and the user hereby **WAIVES** any warranty, implied or otherwise, as to the correctness of the information contained herein.

Deed Book: 3955

Page: 0207.jpg

ZoomIn

ZoomOut

Previous

Next



08-10-2011 11:33:50.000
B3955 P0207
Faye Teachey Prevatte PROP
Pender County, NC Register of Deeds page 1 of 2

PIN #4214-82-0152-000
DATE 8/10/11 INT 14

Faye Teachey Prevatte Register of Deeds
08-10-2011 11:33:50.000 Pender County, NC
NC REVENUE STAMP: \$115.00 (#29363)

PREPARED BY: LONNIE M. PLAYER, JR./ml
RETURN TO: LONNIE M. PLAYER, JR.
✓ The Law Offices of Lonnie M. Player, Jr., PLLC
P.O. Box 88095, Fayetteville, NC 28304-8095
(CFB4 Hunter)

REVENUE: \$115.00
PARCEL ID #: 762C 134

NORTH CAROLINA

COMMISSIONER'S DEED

PENDER COUNTY

THIS DEED, made this the 2nd day of August, 2011, by and between **JOHN H. BRITTON, COMMISSIONER**, P.O. Box 2505, Fayetteville, NC 28302, as hereinafter set forth, party of the first part, to **T.D. BANK, N.A.**, P.O. Box 1029, Greenville, SC 29615, party of the second part;

WITNESSETH:

THAT WHEREAS, in Pender County, North Carolina in file number 10 CVS 1080, T.D. Bank, N.A., a National Association d/b/a CAROLINA FIRST BANK, Plaintiff v. CHARLES HUNTER, DAWNE HUNTER and JOHN A. MANDULAK, Substitute Trustee, Defendants, a Judgment was entered in the above-entitled action on March 21, 2011, which appointed John H. Britton, Commissioner, and said Commissioner was authorized and ordered to sell at public sale, subject to the confirmation of the court, certain lands hereinafter described; and

WHEREAS, on May 4, 2011, said John H. Britton, acting as Commissioner as aforesaid, and in accordance with said Judgment, offered for sale the property which was the subject of this action; and

WHEREAS, said Commissioner did properly hold the sale as directed; and

WHEREAS, at such sale, T.D. Bank, N.A., became the last and highest bidder at a price of \$57,400.00; and

WHEREAS, the Commissioner duly reported the sale to the court by report dated and filed May 4, 2011; and

WHEREAS, the matter remained open for an additional ten (10) days after the day of the sale and that no advance bids were filed with the Court; and

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TERMS AND CONDITIONS OF SALE

FX1685 - ONLINE AUCTION

All bids for the listed property are required to be placed online throughout the term of the auction. This online bidding event will employ both staggered ending times and auto extend. Refer to the bidding site for a complete explanation of these terms.

CONCERNING CONDITIONS:

Tranzon Fox is acting as an agent of the seller. The auctioneer's decision is final in the event of a dispute over any matter.

The auctioneer reserves the right to:

- Revoke the bidding privileges of any bidder at any time
- Refuse any bid which is merely a fractional advance over the preceding bid
- Choice, group, add to, withdraw from, or change the selling order of the property
- Postpone or cancel the auction, to withdraw the property from auction and to change or alter the terms of the auction upon announcement prior to or during the course of the auction, without prior notice
- Re-open the bidding in the event of a tie
- Waive any previously announced requirements.

Auctioneer is not responsible for malfunctions, disconnections, system errors or other issues with the online bidding systems and platforms. Bidders are encouraged to verify they have appropriate connections speeds, programs and internet access necessary to handle online bidding. We recommend bidders register well in advance of the auction close times in order to ensure they are qualified to place bids.

All announcements sent by email to the designated email address of the registered bidders supersede any printed material or any other statements made previously. The property is being sold in "as is, where is" condition subject to "all faults". Bidders are urged to thoroughly inspect the property before submitting bids in the auction. The purchaser/buyer must rely on his/her own information, inspection of records and determination.

CONCERNING TERMS:

- An 8% buyer's premium will be added to the final bid and will be included in the Full Purchase Price.
- The Successful High Bidder must execute a Purchase and Sale Agreement and deposit 10% of the full purchase price or \$2,500 (whichever is greater) within 48 hours of being notified that you are the successful high bidder.
- Closing will be within 30 days of the auction end date.
- Buyers should have all tests and inspections (including lead-based paint, if applicable) completed prior to placing bids in the auction.
- Seller will provide Special Warranty Deed.
- Contracts to include the use of electronic signatures.
- For complete terms, please review Purchase and Sale Agreement.

REAL ESTATE CLOSING:

The Buyer must close the sale of the Property within 30 days of the auction end date. The balance of the purchase price must be paid by cashier's or certified check, attorney's escrow check, or wired funds at closing. The Buyer's purchase of the Property is not contingent on financing. The Property will be conveyed to the Buyer by deed upon full payment of all amounts due under the Purchase and Sale Agreement. Time is of the essence.

MEGAN'S LAW:

Purchaser(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2 – 387 et. seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange.

LEAD BASED PAINT:

The ten (10) day inspection period for residential property is prior to the auction, and the opportunity is hereby waived from and after the date and time of auction.

HOW TO BID:

In order to place bids online in this event you must complete an online registration to receive your bidder number and password. Part of the registration process is registering a valid credit card in your name with at least \$2,500 of available credit. The credit card will not be charged during the registration process. If you have any questions regarding the Registration process please call **Tranzon Fox** at **800.868.0458**.

BIDDER IDENTITY VERIFICATION:

The identity of all bidders will be authenticated through the credit card information provided during registration. Bidding rights are provisional, and if complete verification is not possible, **Tranzon Fox** will terminate the registration, and bidding privileges will be halted. At the conclusion of bidding, Successful High Bidder will be notified and will receive Purchase and Sale Agreement and instructions on how to complete the transaction.

NON COMPLIANCE:

A Non-Compliance Fee of \$2,500 will be charged to your registered credit card if you are the Successful High Bidder and fail to complete the "Purchase and Sale Agreement" and deposit the required earnest funds within 48 hours of being notified that your bid has been accepted. This Non-Compliance Fee is charged as a penalty for failing to complete the transaction as called for in the agreed upon Terms & Conditions.

JURISDICTION:

The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the State in which the property lies. By bidding at any auction, whether present in person or by agent, by written bid or other means, the Buyer shall be deemed to have consented to the jurisdiction of the state and federal courts sitting in the State that the properties lie in. Any controversy or claim arising from or relating to the contract or any breach of such contract shall be settled by arbitration administered by the American Arbitration Association under its rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This auction is conducted by **Tranzon Fox** acting as auctioneer/listing agent. **Tranzon Fox** is solely responsible for the terms and conditions of this auction and the manner in which it is conducted. **Tranzon Fox** is a member of **Tranzon, L.L.C.**, is independently owned, and uses the **Tranzon** name by license from **Tranzon, L.L.C.**, which is not conducting or otherwise involved in this auction.

BROKER PARTICIPATION:

Tranzon Fox encourages Cooperating Brokerage participation with licensed real estate brokers.

- A commission of one and a half percent (1.5%) of the high bid will be paid at closing by **Tranzon Fox** to a cooperating buyer's broker who registers the successful buyer who closes on the property.
- No commission will be paid if the buyer fails to close on the property.
- Broker must submit the Broker/Client Registration form by email or fax to: **vabeach@tranzon.com** or **(757) 473-9787**
- The form must be signed by both the broker and the client and be received prior to the client placing any bids in the online event, but no later than 48 hours prior to the scheduled close of the auction.
- Registration must be on the Broker/Client Registration form provided by **Tranzon Fox**.
- **Brokers acting as principals are not eligible for this commission.**
- There can be NO EXCEPTIONS to this procedure.
- **Tranzon Fox** is acting as agent for the seller.

BROKER ACKNOWLEDGMENT FORM

Must be received by Tranzon Fox one business day prior to auction

PROPERTY # FX
DATE OF AUCTION: _____

REMIT TO: Tranzon Fox
121 Pennsylvania Avenue
Virginia Beach, VA 23462
(800) 868-0458 FAX (757) 473-9787
vabeach@tranzon.com

PROPERTY ADDRESS _____

PROSPECTIVE BUYER NAME _____

PROSPECTIVE BUYER ADDRESS _____

PROSPECTIVE BUYER PHONE # _____

This shall serve as written notice to register the above referenced Prospective Buyer with Tranzon Fox with respect to the above referenced property to be sold via Online Auction on the above referenced date.

It is understood and agreed that the broker commission will be governed in accordance with the Terms and Conditions of Sale or Foreclosure Notice (whichever is applicable) as set forth in the information package. A commission of 1.5% of the high bid will be paid to the registered broker named herein if: a) this Broker Acknowledgment Form is properly completed and submitted; b) the Prospective Buyer named herein is the highest bidder at the Auction Sale; and c) the Prospective Buyer named herein as the highest bidder at the Auction Sale executes a Contract of Sale and closes on the sale of the subject property in accordance with the terms of the aforesaid Contract of Sale. Agents/Brokers acting as principals or employees, affiliates or immediate family members are not eligible for this commission. In the event a commission reduction is required to consummate a sale, Tranzon Fox reserves the right to proportionately reduce the commission to Buyer's agent. If Tranzon Fox is required to litigate to collect the commission, reasonable attorney's fees and costs shall be deducted from the gross commission collected and the balance shall be divided proportionately. The form must be signed by both the broker and the client and be received prior to the client placing any bids in the online event, but no later than 48 hours prior to the scheduled close of the auction.

ACCEPTED:

Broker/Manager Signature Date

Agent Signature Date

Broker/Manager Name Printed

Agent Name Printed

Brokerage License No.

Agent License No.

Agent Email

Buyer Signature Date

Real Estate Brokerage Name

Phone Fax

RECEIVED BY TRANZON FOX:

By _____

Date _____

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY

THIS AGREEMENT made this _____ day of _____, 2012 by and between _____ (“Buyer”),
and **TD Bank, N.A., successor by merger** (“Seller”).

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

“Property”: _____
Please see Attached Exhibit A.

___ If this box is checked, “Property” shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements .

\$ _____ (b) “Purchase Price” (Purchaser agrees to pay the Purchase Price.), payable on the following terms:

\$ _____ (c) “Earnest Money”
Purchaser shall present the Earnest Money of \$ _____ to the Auction Firm upon the execution of this Agreement. **Earnest money shall be held in the North Carolina escrow account of The Law Firm of Lancaster & Trotter, P.A.** which shall (i) pay it over to Seller at settlement for application to the payment of the Purchase Price, (ii) in the event of Purchaser’s default and at Seller’s option, pay it over to Seller for application as set forth in Paragraph 8 below.

(d) Purchaser shall pay the remainder of the Purchase Price to Seller at settlement in cash, by wire transfer or by certified or cashier’s check.

(e) Purchaser acknowledges that the Purchase Price includes a buyer’s premium of eight percent (8%). A summary of the terms of the sale is as follows:

High Bid		\$	_____
Buyer’s Premium	Plus	\$	_____
Purchase Price	Equals	\$	_____
Deposit - \$ _____	Less	\$	_____
Balance of Purchase Price			
Due at Settlement	Equals	\$	_____

(f) “Closing” shall occur on or before **30 days from acceptance, 2012**

(g) “Broker(s)” shall mean:
_____ (“Listing Agency”)
William G. Londrey (“Listing Agent”)
Acting as Seller’s Agent
and _____

Acting As: Cooperating Broker

(h) “Seller’s Notice Address” shall be as follows:

c/o TD Bank, N.A.

except as same may be changed pursuant to Section 10.

(i) "Buyer's Notice Address" shall be as:

☐ (j) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes, leases, association assessments, rents, utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes (grantors/land transfer tax), and Buyer shall pay recording costs, costs of any title search, title insurance, survey and

any additional costs required to close.

Section 3. Sale of Property: Seller agrees to sell the Property for the Purchase Price as forth on page 1.

Section 4. Payment of Purchase Price: Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this contract.

Section 5. Title: Seller agrees to convey title in the Property by **North Carolina Special Warranty Deed**, and, at Closing, Seller shall convey to Buyer good and marketable title to said property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record, taxes not yet due and payable, and rights-of-way of record.

Section 6. Conditions: None, as-is, where-is sale. No financing or other contingencies are a part of this sale. The Seller makes no representations or warranties as to the condition of the Property.

Section 7. Risk of Loss/Damage/Repair: Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was on the date of this agreement, Buyer may select to terminate this Agreement and the Earnest Money shall be returned to the Buyer as the buyer's sole remedy. Seller shall have no responsibility for the repair for the Property, including any improvements.

Section 8. Earnest Money Disbursement: In the event this offer is not accepted, then the Earnest Money shall be returned to Buyer as Buyer's sole and exclusive remedy. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. .

NOTE: Demand Note: If any portion of the earnest money deposit is made with a personal check, this contract will constitute buyer's personal demand note guaranteeing the check. Should Seller or Auctioneer/Broker be required to pursue collection on this check or enforcement of this contract, the cost of such collection and Seller's/Auctioneer's reasonable attorney's fees will be Buyer's expenses, all unpaid amounts shall accrue interest at a rate of 1.5% per month (18% per year) until said amount is fully collected.

Section 9. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a **Special Warranty Deed** and other documents customarily executed by a seller in similar transactions, including

without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(c). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at closing, unless otherwise agreed herein. Buyer's acceptance of title at closing shall constitute Buyer's agreement that Seller has fully complied with Section 5 hereof.

Section 10. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(h) as to Seller and in Section 1(i) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 11. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 12. Applicable Law: This Agreement shall be construed under the laws of the State of North Carolina.

BUYER STATEMENT OF NON-RELATEDNESS

I/We _____ (buyer) hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations, including TD Bank, N.A. (the "Bank") nor am I related in any way with attorneys (solicitors) or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am dealing at arm's length with the aforementioned parties.

To the extent that any such relationships exist, the relationships are as follows:

Dated: _____, 2012.

BUYER

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE PARTIES ACKNOWLEDGE THAT TRANZON FOX MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

BUYER:

TD Bank, N.A., successor by merger - SELLER:

Individual

_____(SEAL)

_____(SEAL)

Date:_____

Date:_____

_____(SEAL)

_____(SEAL)

Date:_____

Date:_____

Business Entity

Business Entity

(Name of Firm)

(Name of Firm)

By: _____(SEAL)

By: _____(SEAL)

Title:_____

Title: _____

Date:_____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

The Law Firm of Lanacaster & Trotter, P.A.
(Name of Firm)

Date:_____

By:_____