



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Tara Jean Tedder

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Wednesday, January 11th, 2023 @ 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. Parcel ID #0062691; Consisting of +/- 207.04 acres and improvements; Deed # 0652/1605/2022; Map & Lot #: B-7 0062
2. Parcel ID #0001784; Consisting of +/- 40 acres and improvements; Deed # 0652/1605/2022; Map & Lot #: B-7 0095

More Commonly Known As: – 6903 US HWY 64 90 West, Taylorsville NC 28681

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, January 11th, 2022, at 3:00 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$20,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, February 27th, 2023**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.

- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

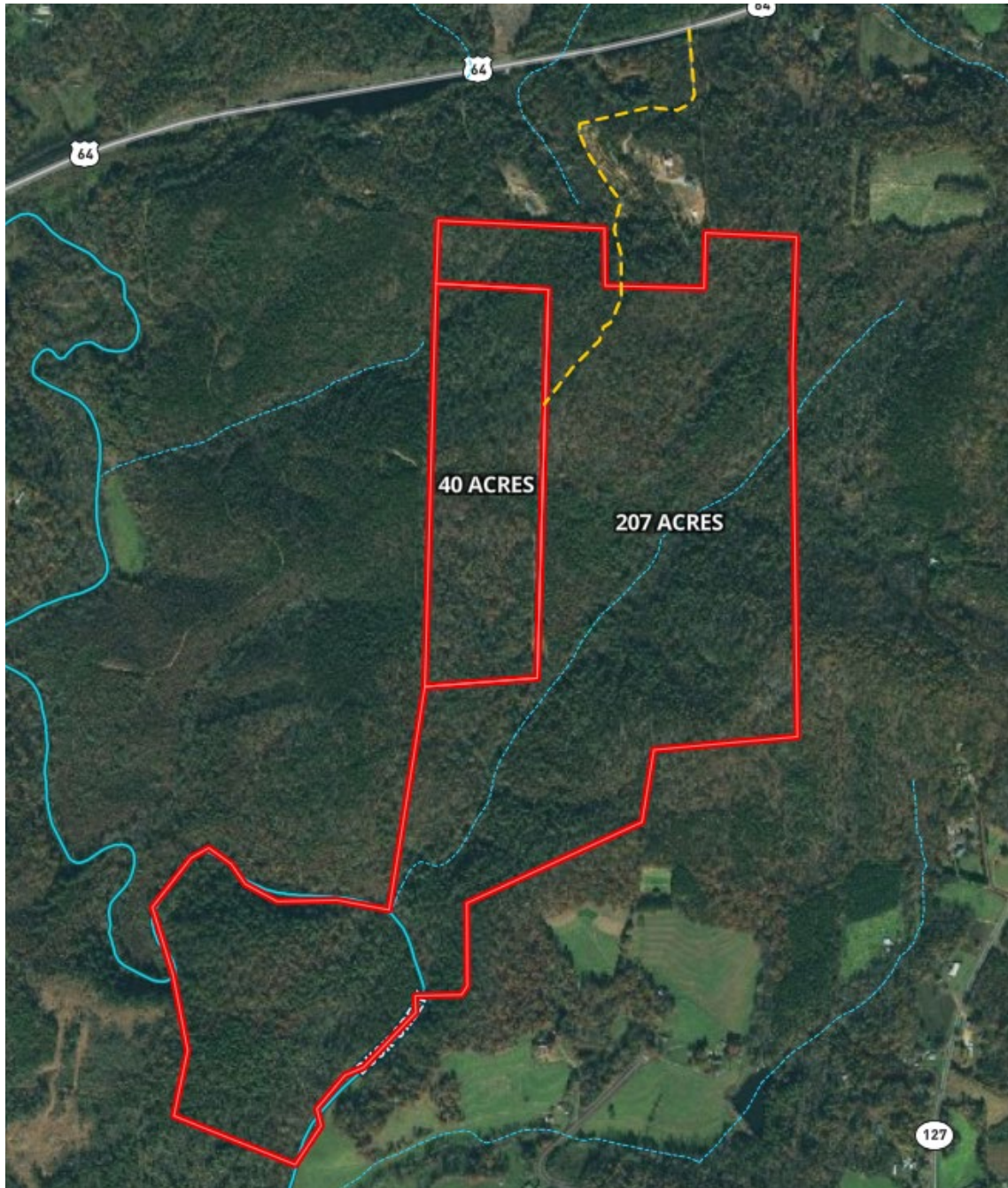
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208



Auction Services

Aerial

+/- 247 acres

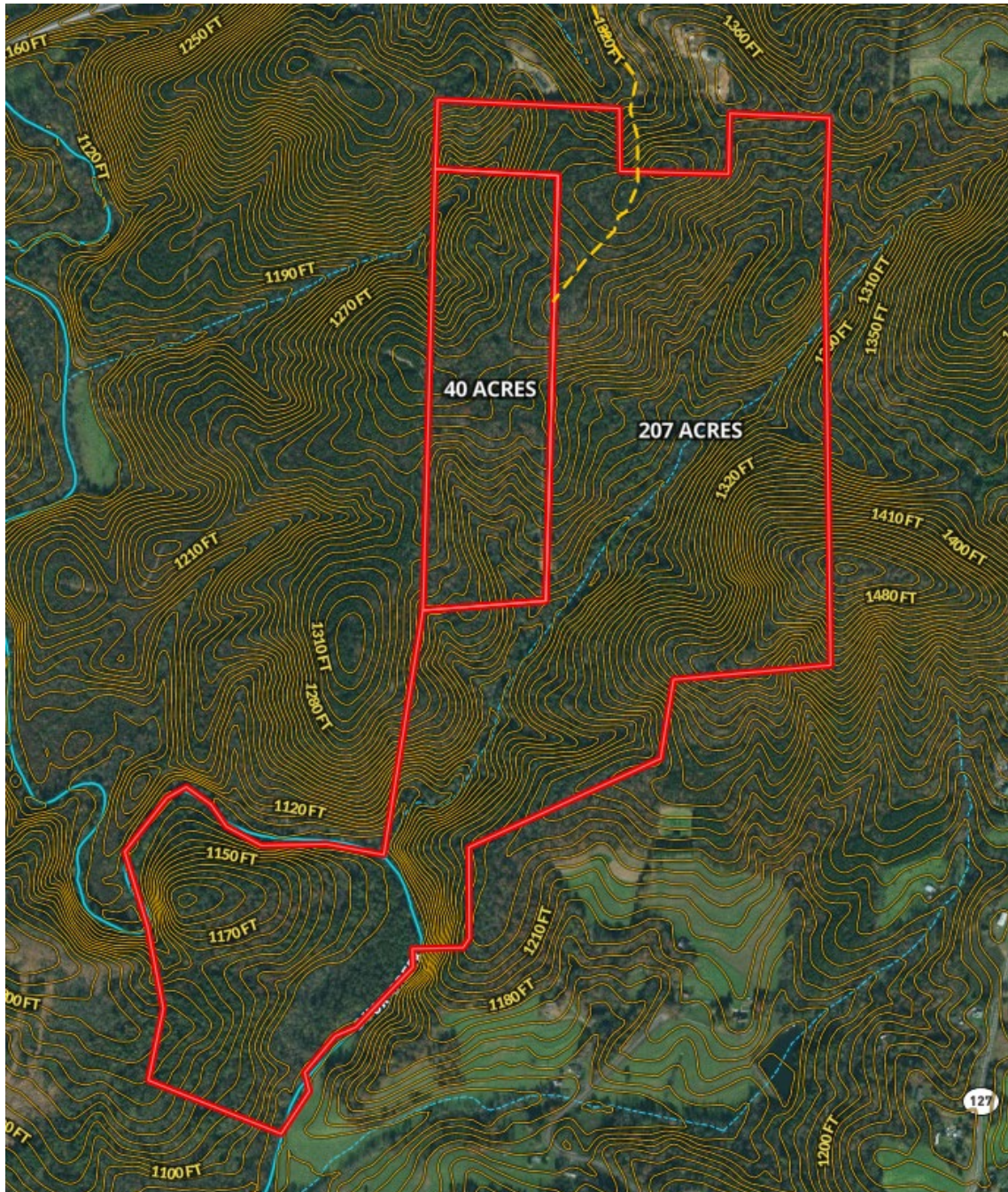




Auction Services

Contour

+/- 247 acres

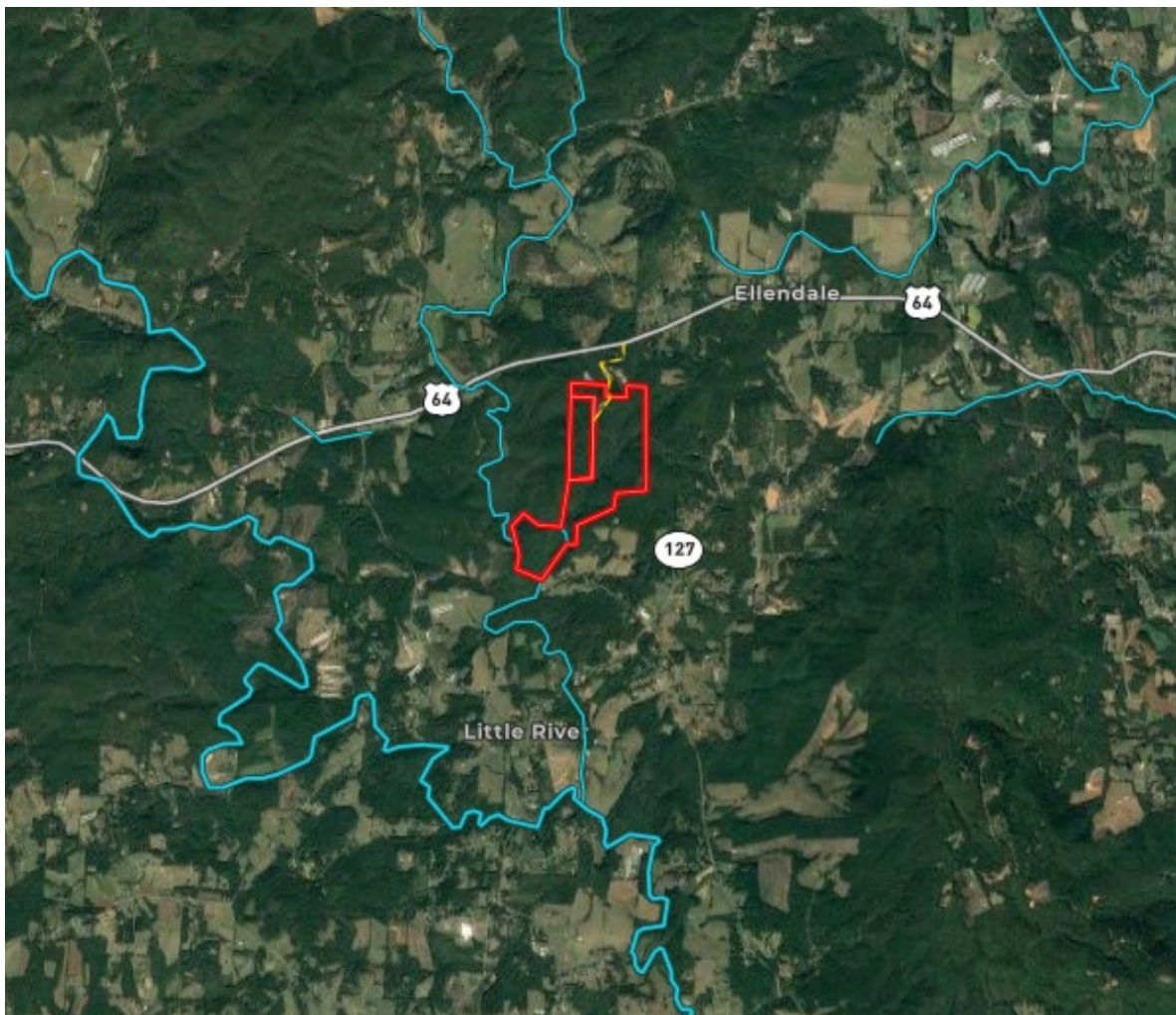




Neighborhood

6903 US Hwy 64 W.,

Taylorsville, NC 28681





Location

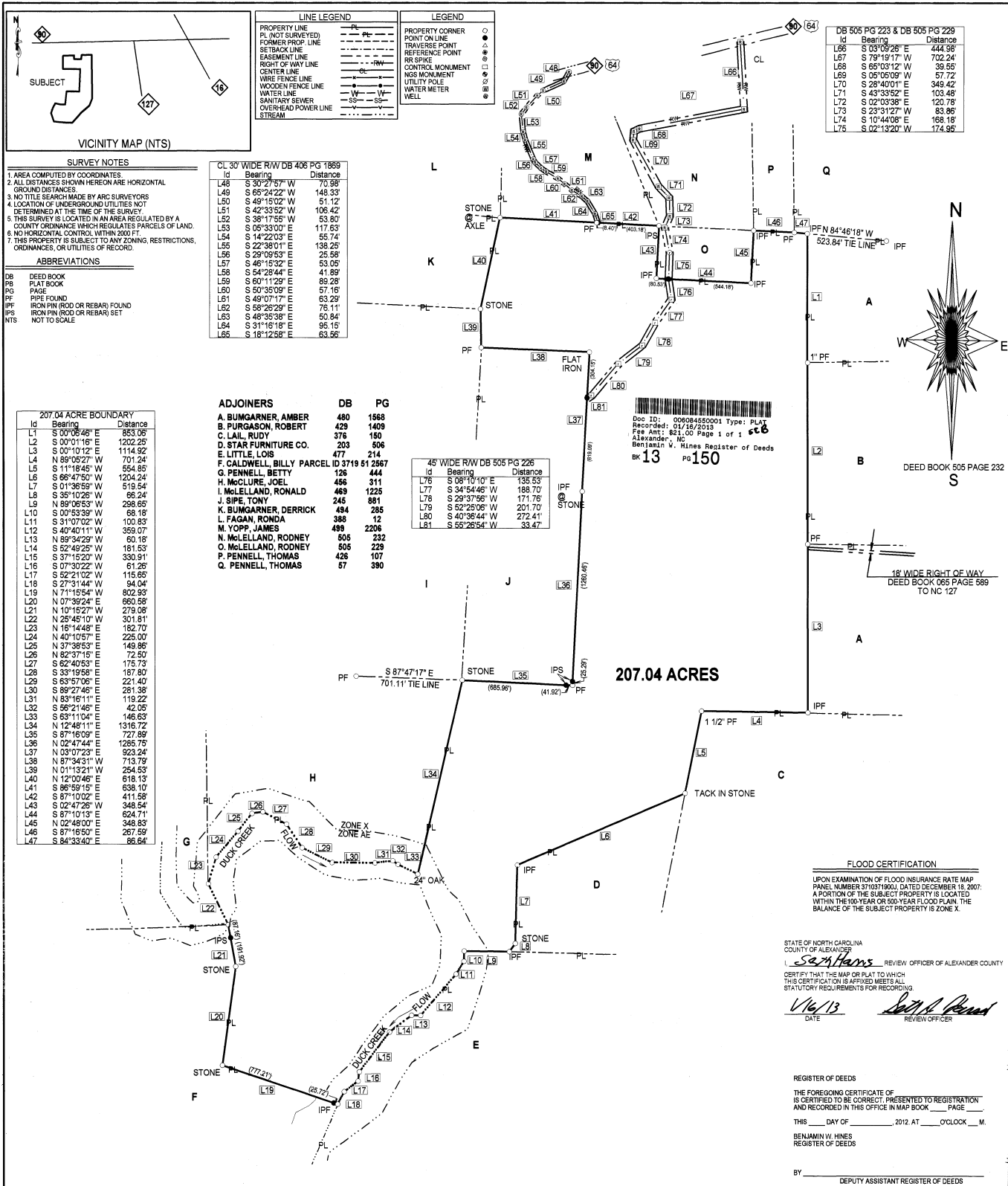
6903 US Hwy 64 W.,

Taylorsville, NC 28681



PLAT 85-13 PG-150

PLAT BOOK 13 PAGE 150



VICINITY MAP (NTS)

SURVEY NOTES

- AREA COMPUTED BY COORDINATES.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- NO TITLE SEARCH MADE BY ARC SURVEYORS.
- LOCATION OF UNDERGROUND UTILITIES NOT DETERMINED AT THE TIME OF THE SURVEY.
- THIS SURVEY IS LOCATED IN AN AREA REGULATED BY A COUNTY ORDINANCE WHICH REGULATES PARCELS OF LAND.
- NO HORIZONTAL CONTROL WITHIN 2000 FT.
- THIS PROPERTY IS SUBJECT TO ANY ZONING, RESTRICTIONS, ORDINANCES, OR UTILITIES OF RECORD.

ABBREVIATIONS

DB DEED BOOK
 PB PLAT BOOK
 PG PAGE
 PF PIPE FOUND
 IPF IRON PIPE (ROD OR REBAR) FOUND
 HPS IRON PIPE (ROD OR REBAR) SET
 NTS NOT TO SCALE

CL 30' WIDE R/W DB 406 PG 1869

Id	Bearing	Distance
L48	S 30°27'57" W	70.98'
L49	S 65°24'22" W	148.33'
L50	S 49°15'02" W	51.12'
L51	S 42°33'52" W	106.42'
L52	S 38°17'55" W	53.80'
L53	S 05°33'00" E	117.53'
L54	S 14°22'03" E	55.74'
L55	S 22°38'01" E	138.25'
L56	S 29°09'53" E	25.58'
L57	S 46°15'32" E	53.05'
L58	S 54°28'44" E	41.89'
L59	S 60°11'29" E	89.28'
L60	S 50°35'09" E	57.18'
L61	S 49°07'17" E	63.29'
L62	S 58°25'29" E	76.11'
L63	S 48°35'38" E	50.84'
L64	S 31°16'18" E	95.15'
L65	S 16°12'58" E	63.56'

DB 505 PG 223 & DB 505 PG 229

Id	Bearing	Distance
L66	S 03°05'26" E	444.38'
L67	S 79°19'17" W	702.24'
L68	S 65°03'12" W	39.55'
L69	S 05°05'09" W	57.72'
L70	S 28°40'01" E	348.42'
L71	S 43°33'52" E	103.48'
L72	S 02°03'38" E	120.78'
L73	S 23°31'27" W	83.86'
L74	S 10°44'08" E	168.18'
L75	S 02°13'20" W	174.95'

207.04 ACRE BOUNDARY

Id	Bearing	Distance
L1	S 00°05'46" E	853.05'
L2	S 00°10'16" E	1202.25'
L3	S 00°10'12" E	1114.92'
L4	N 89°05'27" W	701.24'
L5	S 11°18'45" W	554.85'
L6	S 68°47'50" W	1204.24'
L7	S 01°36'59" W	519.54'
L8	S 36°10'26" W	66.24'
L9	N 89°06'53" W	298.65'
L10	S 00°53'39" W	68.18'
L11	S 31°07'02" W	100.83'
L12	S 40°40'11" W	359.07'
L13	N 89°34'29" W	60.18'
L14	S 52°49'25" W	301.53'
L15	S 37°15'20" W	330.91'
L16	S 07°30'22" W	61.26'
L17	S 52°21'02" W	115.85'
L18	S 27°31'44" W	94.04'
L19	N 71°15'54" W	802.93'
L20	N 07°39'24" E	660.58'
L21	N 10°15'27" W	279.06'
L22	N 29°45'10" W	301.81'
L23	N 16°14'48" E	182.70'
L24	N 40°10'57" E	225.00'
L25	N 37°38'53" E	149.86'
L26	N 82°37'15" E	72.50'
L27	S 62°40'53" E	175.73'
L28	S 33°19'58" E	187.80'
L29	S 63°57'05" E	221.40'
L30	S 89°27'46" E	281.38'
L31	N 83°16'11" E	119.22'
L32	S 56°21'46" E	42.05'
L33	S 63°11'04" E	146.63'
L34	N 12°48'11" E	1316.72'
L35	S 87°16'09" E	727.89'
L36	N 02°47'44" E	1285.75'
L37	N 03°07'23" E	923.24'
L38	N 87°34'31" W	713.79'
L39	N 01°13'21" W	254.53'
L40	N 12°00'46" E	618.13'
L41	S 86°59'15" E	638.10'
L42	S 87°10'02" E	411.58'
L43	S 02°47'26" W	348.54'
L44	S 87°10'13" E	624.71'
L45	N 02°48'00" E	348.63'
L46	S 87°16'50" E	267.59'
L47	S 84°33'40" E	86.64'

ADJOINERS

Adjoiner	DB	PG
A. BUMGARDNER, AMBER	480	1568
B. PURGASON, ROBERT	429	1409
C. LAIL, RUDY	376	150
D. STAR FURNITURE CO.	203	506
E. LITTLE, LOB	477	214
F. CALDWELL, BILLY PARCEL ID 3719 51 2567		
G. PENNELL, BETTY	126	444
H. McCLURE, JOEL	456	311
I. McLELLAND, RONALD	469	1225
J. SIFE, TONY	246	981
K. BUMGARDNER, DERRICK	494	285
L. FAGAN, RONDA	388	12
M. YOPP, JAMES	499	2206
N. McLELLAND, RODNEY	505	232
O. McLELLAND, RODNEY	505	229
P. PENNELL, THOMAS	426	107
Q. PENNELL, THOMAS	57	390

45' WIDE R/W DB 505 PG 226

Id	Bearing	Distance
L76	S 08°10'10" E	135.53'
L77	S 34°54'48" W	168.70'
L78	S 29°37'56" W	171.76'
L79	S 52°25'06" W	201.70'
L80	S 40°36'44" W	272.41'
L81	S 55°26'54" W	33.47'

FLOOD CERTIFICATION

UPON EXAMINATION OF FLOOD INSURANCE RATE MAP PANEL NUMBER 371037100J, DATED DECEMBER 18, 2007, A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100-YEAR OR 500-YEAR FLOOD PLAIN. THE BALANCE OF THE SUBJECT PROPERTY IS ZONE X.

STATE OF NORTH CAROLINA
 COUNTY OF ALEXANDER

I, Sarah Hines, REVIEW OFFICER OF ALEXANDER COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

11/6/13 DATE
Sarah Hines REVIEW OFFICER

REGISTER OF DEEDS

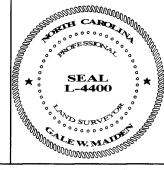
THE FOREGOING CERTIFICATE OF IS CERTIFIED TO BE CORRECT, PRESENTED TO REGISTER AND RECORDED IN THIS OFFICE IN MAP BOOK _____ PAGE _____ THIS _____ DAY OF _____ 2012 AT _____ O'CLOCK _____ M.

BENJAMIN W. HINES
 REGISTER OF DEEDS

BY _____ DEPUTY ASSISTANT REGISTER OF DEEDS

I, GALE W. MAIDEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK _____ PAGE _____ THAT THE RATIO OF ERROR IS 1:25000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS _____ DAY OF _____ A.D. 2012.

Gale W. Maiden
 GALE W. MAIDEN
 PROFESSIONAL LAND SURVEYOR L-4400



REVISIONS:

DATE	COMMENTS	BY

PLAT SHOWING THE PROPERTY OF **LARRY SCHRONCE**

REFERENCE ALL OF DEED BOOK 807 PAGE 612 AND A PORTION OF DEED BOOK 609 PAGE 833 LOCATED IN ELLENDALE TOWNSHIP ALEXANDER COUNTY, NORTH CAROLINA

400 0 400 800 GRAPHIC SCALE

ARC SURVEYORS

GALE W. MAIDEN PLS

222 SALEM DRIVE
 MORAVIAN FALLS, NC 28664
 OFFICE 338.687.8533

DATE: NOVEMBER 30, 2012 JOB NO.
 DWN BY: SCHK/SHMP SHEET: 1/1

FILED

BOOK 505 PAGE 0223

BK 0505PG0223

07 FEB 22 AM 11:45

Benjamin W. Hines

REGISTER OF DEEDS
ALEXANDER COUNTY, NC

Prepared By: Mark T. Davis, Attorney, P.O. Box 1087, Taylorsville, NC 28681

STATE OF NORTH CAROLINA

DEED OF EASEMENT

COUNTY OF ALEXANDER

THIS DEED OF EASEMENT, made this 22 day of Feb, 2007, by and between Rodney Ernest McLelland and wife, Tina Renee Y. McLelland, hereinafter "Grantors" and Larry N. Schronce and wife, Martha H. Schronce, hereinafter "Grantees";

W I T N E S S E T H:

THAT WHEREAS, Rodney Ernest McLelland and wife, Tina Renee Y. McLelland, are the owners of a certain 13-acre tract of real estate as the same is shown by Deed recorded in Book 468 at Page 1979 of the Alexander County Registry; and, whereas Larry N. Schronce and wife, Martha H. Schronce, are the owners of an adjoining tract of real estate as the same is shown by Deed recorded in Book 501 at Page 1520 of the Alexander County Registry and the Grantors herein, Rodney Ernest McLelland and wife, Tina Renee Y. McLelland have agreed to grant to the Grantees herein, Larry N. Schronce and wife, Martha H. Schronce, a perpetual non-exclusive right-of-way easement for ingress, egress and regress and the placement of all types of utility lines, water lines and if necessary sewer lines across their property leading to the property of the Grantees located South of the property of the Grantors in consideration of the grant of a 5-acre tract from the Grantees to the Grantors herein which is being done simultaneously with the execution of this Deed of

0723

Easement;

NOW, THEREFORE, the Grantors do hereby grant and convey unto the Grantees herein, their heirs, successors and assigns a perpetual non-exclusive right-of-way easement for ingress, egress and regress and the placement of all types of utility lines, water lines and if necessary sewer lines, said easement being forty-five feet (45') in width and being more particularly described as follows:

BEGINNING at a computed point in NC Highway Number 90/US Highway 64, said computed point being located South 76 degrees 20 minutes 14 seconds West 22.91 feet from the Northeastern corner of the property of the Grantors as shown by Deed recorded in Book 468 at Page 1979 of the Alexander County Registry; thence with the center line of said 45-foot wide right-of-way easement, South 03 degrees 09 minutes 26 seconds East 444.98 feet to a computed point; thence South 79 degrees 19 minutes 17 seconds West 702.24 feet to a computed point; thence South 65 degrees 03 minutes 12 seconds West 39.55 feet to a computed point; thence South 05 degrees 05 minutes 09 seconds West 57.72 feet to a computed point; thence South 28 degrees 40 minutes 01 second East 349.42 feet to a computed point; thence South 43 degrees 33 minutes 52 seconds East 103.48 feet to a computed point; thence South 02 degrees 03 minutes 38 seconds East 120.78 feet to a computed point; thence South 23 degrees 31 minutes 27 seconds West 83.86 feet to a computed point in a 5-acre tract being conveyed from the Grantees herein to the Grantors herein.

IT IS UNDERSTOOD AND AGREED that this easement is appurtenant to and shall run with the lands of the Grantors and Grantees herein in perpetuity; and said easement is nonexclusive in nature for the mutual use of the Grantees and Grantors herein, their heirs, successors and assigns.

TO HAVE AND TO HOLD said right and easement for the Grantors and Grantees herein, their heirs, successors and assigns in perpetuity.

IN WITNESSETH WHEREOF, the Grantors herein have set their hands and seals the day and year first above written.

BK0505PG0225

GRANTORS

Rodney Ernest McLelland (SEAL)
Rodney Ernest McLelland

Tina Renee Y. McLelland (SEAL)
Tina Renee Y. McLelland
McLelland

STATE OF NORTH CAROLINA

COUNTY OF ALEXANDER

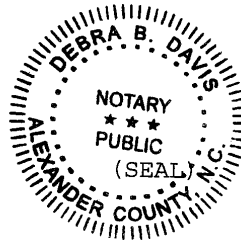
I, Debra B. Davis, a Notary Public of the aforesaid County and State do hereby certify that Rodney Ernest McLelland and wife, Tina Renee Y. McLelland, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Easement for the purposes therein expressed.

Witness my hand and official stamp or seal this the 22nd day of February, 2007.

Debra B. Davis
Notary Public

Printed Name Debra B. Davis

My Commission Expires: 8-16-09



d/LSchronceDOE

Building Sketch

No Sketch Available

Land Supplemental

Deeded Acres	40
Tax District Note	125 - ELLENDALE FIRE
Present-Use Info	RURAL VACANT

Improvement Valuation (1st Major Improvement on Subject Parcel)

* Improvement Market Value \$

0

** Improvement Assessed Value \$

0

* Note - Market Value effective Date equal January 1, 2008, date of County's most recent General Reappraisal

** Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure

Land Value Detail (Effective Date January 1, 2008, date of County's most recent General Reappraisal)

Land Full Value (LFV) \$

105,000

Land Present-Use Value (PUV) \$ **

12,000

Land Total Assessed Value \$

12,000

** Note: If PUV equal LMV then parcel **has not** qualified for present use program



Alexander County
TAX ADMINISTRATION RECORD SEARCH

Select Search:
[Real Property Record Search](#)
[Tax Bill Search](#)
[Advanced Search](#)

Account | Buildings | Land | Tax Card | Sketch | Deeds | Sales | Tax Bill | Map

Account Details for **TEDDER TRENTON MAX & TEDDER TARA JEAN T**

New Search

Property Owner TEDDER TRENTON MAX & TEDDER TARA JEAN T	Owner's Mailing Address 6903 US HWY 64 90 W TAYLORSVILLE , NC 28681	Property Location BUFF LN
Administrative Data Parcel ID No. 0062691 OLD Tax ID B-7 0062 PIN 3719 94 0271 Owner ID 9329224 Tax District 125 - ELLENDALE FIRE Land Use Code 13 Land Use Desc RURAL VACANT Neighborhood 0101B	Administrative Data Legal Desc OFF SR 1301 Deed Year 2019 Deed Bk/Pg 0618 / 2431 Plat Bk/Pg <13 / 50 Sales Information Grantor TEDDER TRENTON MAX & TEDDER TARA JEAN T Sold Date 2022-05-12 Sold Amount \$ 0	Valuation Information Market Value 467,526 \$ Market Value - Land and all permanent improvements, if any, effective valuation date January 1, 2008, date of County's most recent General Reappraisal Assessed Value \$ 96,882 If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use.

Sales History - 5 Previous Sales Found for Parcel number 0062691

Parcel ID No	Date Sold	Name	Stamps	Book / Page	Sale Price
1	05/12/2022	TEDDER TARA JEAN	.00	0652 / 1605	\$0.00
2	07/29/2019	TEDDER TRENTON MAX & TEDDER TARA JEAN T	.00	0618 / 2431	\$0.00
3	06/14/2007	SCHRONCE LARRY N & MARTHA H	.00	0509 / 0833	\$0.00
4	12/29/2006	SCHRONCE LARRY N & MARTHA H	591.00	501 / 1520	\$295,500.00
5	01/01/1958	WAGNER MARCUS F	.00	0059 / 0243	\$0.00

Back to Results

Print This Property Record Card

New Search

Data Disclaimer: All data shown here is from other primary data sources and is public information. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information contained on this website. While efforts have been made to use the most current and accurate data, Alexander County, NC and Data Providers assume no legal responsibility for the use of the information contained herein.

Please call the Alexander County Tax Department at 828-632-4346 for any questions or concerns.

This application was developed for Alexander County by NexGen Digital Document Solutions
www.ustaxdata.com



Type: DEED
Recorded: 10/27/2020 11:22:30 AM
Fee Amt: \$256.00 Page 1 of 3
Revenue Tax: \$230.00
Alexander, NC
Scott H. Hines Register of Deeds
File#

BK 632 PG 1211 - 1213

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 230.00¹¹⁻

Parcel Number: _____
Verified by _____ County on the _____ day of _____, 2020
By: _____

Mail/Box to: _____
This instrument was prepared by: Mark T. Davis, Attorney, P.O. Box 1087, Taylorsville, NC 28681
Brief description for the Index: _____

THIS DEED made this 27 day of Oct, 2020, by and between:

Grantor: Tony Ray Sipe and wife, Stacy S. Sipe
Address: _____

Grantee: Trenton M. Tedder and wife, Tara J. Tedder
Address: 6903 US Hwy 64-90 West
Taylorsville NC 28681

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Ellendale Township, Alexander County, North Carolina and more particularly described as follows:

For complete description see Exhibit "A" attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 245 at Page 881.

All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ at Page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All matters of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Tony Ray Sipe (SEAL)
Tony Ray Sipe

Stacy S. Sipe (SEAL)
Stacy S. Sipe

STATE OF NORTH CAROLINA

COUNTY OF ALEXANDER

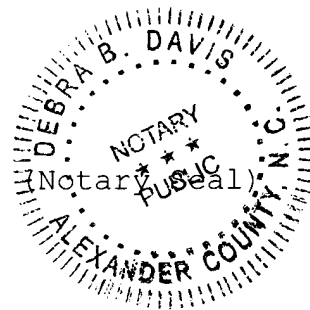
I, Debra B. Davis, the undersigned Notary Public of the County and State aforesaid, certify that Tony Ray Sipe and Stacy S. Sipe, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this the 27th day of October, 2020.

Debra B. Davis
Notary Public

Printed Name: Debra B. Davis

My Commission Expires: 8-16-2024



Trenton Tedder/Deed 40 acres

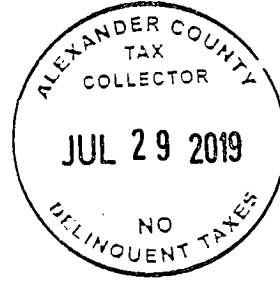
EXHIBIT "A"

BEGINNING on a stone in Loyd Teague's line, Grover Teague's northwest corner and runs South 3 degrees West with Grover Teague's line 149 poles to a stone in Grover Teague's line, the Northwest corner of Vance Teague lot; thence North 87 degrees West 43 poles to a stone in Vance Teague's line, Green Teague's Southeast corner; thence North 3 degrees East with Green Teague's line 149 poles to a stone in the old line; thence South 87 degrees East 43 poles to the BEGINNING, containing 40 acres, more or less, and being Lot No. 7, in the M.M. Teague Estate.

FOR BACK TITLE see deed recorded in Book 245 at Page 881 of the Alexander County Registry, this being the same property conveyed therein.

Trenton Tedder/Exhibit A 40 acres (Tony R Sipe)

Type: DEED
Recorded: 7/29/2019 2:02:06 PM
Fee Amt: \$1,216.00 Page 1 of 3
Revenue Tax: \$1,190.00
Alexander, NC
Scott H. Hines Register of Deeds
File#



BK 618 PG 2431 - 2433

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 1190.00

Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: _____
This instrument was prepared by: Mark T. Davis, Attorney, P.O. Box 1087, Taylorsville, NC 28681
Brief description for the Index: _____

THIS DEED made this 29 day of July, 2019, by and between:

Grantor: Larry N. Schronce and wife, Martha H. Schronce
Address: 55 River Pointe Drive
Hickory, NC 28601

Grantee: Trenton Max Tedder and wife, Tara Jean Tedder
Address: 761 Lindsay Bebber Road
Taylorsville, NC 28681

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Ellendale Township, Alexander County, North Carolina and more particularly described as follows:

For complete description see Exhibit "A" attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ at Page _____.

All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ at Page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All matters of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Larry N. Schronce (SEAL)
Larry N. Schronce

Martha H. Schronce (SEAL)
Martha H. Schronce

STATE OF NORTH CAROLINA
COUNTY OF ALEXANDER

I, TERESA P. BROWN, the undersigned Notary Public of the County and State aforesaid, certify that Larry N. Schronce and Martha H. Schronce, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal, this the 29th day of July, 2019.

Teresa P. Brown
Notary Public

Printed Name: TERESA P. BROWN

(Notary Seal)

My Commission Expires: 7/3/21

Trenton M. & Tara J. Tedder/Deed/US Hwy 64 West Schronce

Teresa P Brown
NOTARY PUBLIC
Alexander County, NC
My Commission Expires 7/3/21

EXHIBIT "A"

BEING all of a 207.04 acre tract as same is shown in Plat recorded in Plat Book 13 at Page 150 of the Alexander County Registry to which reference is hereby made for greater certainty of description by metes and bounds.

FOR BACK TITLE see deed recorded in Book 507 at Page 612 of the Alexander County Registry for 31.35 acres, this 207.04 acre tract contains all of this 31.35 acre tract. For further title reference see deed recorded in Book 501 at Page 1520 of the Alexander County Registry, said deed calling for acreage of 180.94 acres. Also see Deed of Correction for this same property recorded in Book 509 at Page 833, this deed calls for 177.57 acres and this description on this Corrective Deed is taken from a new survey of Carl S. Henline revised March 1, 2007. There has been an outconveyance from this Book 501 Page 1520 and Book 509 at Page 833 of 5 acres to Rodney Ernest McClelland as shown by deed recorded in Book 505 at Page 229 of the Alexander County Registry. The resulting acreage is the 207.04 acre tract in Plat Book 13 at Page 150 of the Alexander County Registry.

THERE IS ALSO CONVEYED HEREWITH a forty-five (45) foot wide right of way easement over the property of Rodney Ernest McLelland as said easement was established in Book 505 at Page 223 of the Alexander County Registry and there is also conveyed herewith that certain forty-five foot wide right of way easement as reserved by Larry N. Schronce and Martha H. Schronce in deed to Rodney Ernest McLelland for five (5) acre tract recorded in Book 505 at Page 229 of the Alexander County Registry.

Trenton M. & Tara J. Tedder/Exhibit A/US Hwy 64 West Schronce

Type: D/T
Recorded: 7/29/2019 2:03:24 PM
Fee Amt: \$64.00 Page 1 of 9
Alexander, NC
Scott H. Hines Register of Deeds
File#

BK 618 PG 2434 - 2442

Rtn. Mark T. Davis

DEED OF TRUST

This instrument prepared by and return to:

Carolina Farm Credit, ACA
Sarah S Bunton
PO Box 339
Taylorsville NC , 28681-2326
Loan Number 007 034 742445-02

STATE OF NORTH CAROLINA
COUNTY OF Alexander

THIS INDENTURE, made 07/29/2019 between Trenton Max Tedder and their spouse
Tara Jean Tedder

_____ (hereinafter called Undersigned, whether Borrower or
or others and whether one or more, and whether collectively or singularly);
Elizabeth M. Benefield , Trustee (hereinafter called Trustee),
and Carolina Farm Credit, ACA
as agent/nominee a corporation organized and existing under the laws of the United States of America,
(hereinafter called Lender); and

WITNESSETH, that in consideration of a loan or advances made by Lender to
Trenton Max Tedder and Tara Jean Tedder

_____ (hereinafter called Borrower, whether one or more), and the sum of One Dollar (\$1.00) paid to
Undersigned at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,
and for the purpose of securing the payment of the loan to Borrower by Lender, Undersigned hereby grants,
bargains, sells and conveys unto the Trustee, as herein named, its successors and assigns, the following described
land:

**(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART
HEREOF)**

This conveyance is to be construed as a deed of trust, and not as a mortgage, and is made to secure (1) the performance of the covenants herein contained; (2) the payment of all Present Obligations (as defined below) extended by Lender to

Trenton Max Tedder and Tara Jean Tedder

(hereinafter called Borrower, whether one or more), in the principal sum of Five Hundred Fifty Thousand Six Hundred Twenty Dollars And No Cents Dollars (\$ 550,620.00) as evidenced by the notes described below:

1	2	3	4	5
Original Principal (Face Amount)	Amount of Present Obligations Secured (Principal Outstanding)	Total Amount Committed to be Advanced (Includes Column 2)	Date of Note	When Due
550,620.00	550,620.00	550,620.00	07/29/2019	08/01/2039

same being made a part hereof to the same extent as if each were set forth herein, and all renewals, reamortizations, extensions, refinances, modifications or other rearrangements thereof, together with interest thereon as provided therein; (3) all additional loans and future advances that may subsequently be made to Borrower (or to any one or more of the parties designated as Undersigned or Borrower) by Lender, which may be evidenced by a note or notes, and all renewals, reamortizations, extensions, refinances, modifications or other rearrangements thereof, plus interest thereon, and when any payment is made on any indebtedness secured hereby, as described herein, fresh advances may be made, from time to time, so as to make this contract continuous in nature; such advances, if any, to be made solely at the option of the Lender; and (4) all other indebtedness of Borrower to Lender, now due or to become due (whether directly or indirectly) or hereafter to be contracted, and all renewals, reamortizations, extensions, refinances, modifications or other rearrangements thereof, plus interest thereon, attorneys' fees, court or foreclosure costs, including Trustee's commissions, and any advances and interest thereon, which advances are made for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this deed of trust. For purposes hereof "Present Obligations" of Borrower shall mean the principal amounts currently outstanding, which may include amounts committed to be advanced, under the note(s) listed hereinabove.

It is further understood and agreed by all parties hereto that the execution by Borrower and the acceptance by Lender of any notes, renewal notes or other instruments, or the agreement by Lender to any reamortizations, extensions, renewals, refinances, modifications, or other rearrangements shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this deed of trust which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph shall remain uncanceled and in the possession of Lender, its successors and assigns until the total indebtedness hereby secured is paid in full.

Provided, however, the lien of this deed of trust shall not be terminated or otherwise affected during the period of this instrument from the date hereof by repayment in full, one or more times, of all indebtedness then outstanding, unless this instrument shall be formally released or discharged of record. If at any time during the period of said instrument from the date hereof, there be no indebtedness outstanding of Borrower to Lender, and no obligation of Lender to make any further advances to Borrower, Lender will, upon the written request of Borrower or Undersigned, execute and deliver to Undersigned a reconveyance or satisfaction of this instrument.

For the consideration aforesaid, Borrower covenants as follows:

- 1) The making of any advance or the acceptance of any obligation shall be at the sole option and discretion of the Lender and upon such terms and conditions as it shall determine;
- 2) THE MAXIMUM UNPAID PRINCIPAL AMOUNT, INCLUDING PRESENT AND FUTURE ADVANCES AND OBLIGATIONS, WHICH MAY BE SECURED BY THIS DEED OF TRUST AT ANY ONE TIME SHALL NOT EXCEED One Million and 00/100 DOLLARS (\$ 1,000,000.00);
- 3) All future optional advances or obligations must be made within thirty years from date of this deed of trust irrespective of the duration of this deed of trust and/or the duration of any indebtedness secured hereby;
- 4) Lender expressly reserves, and Undersigned expressly consents to, the right to allocate and apply any payment received hereunder against the evidences of indebtedness secured hereby in such order, proportions and amounts as it, in its sole discretion, determines to be proper;
- 5) Lender may, at its option, determine and declare any or all present and future advances or obligations secured by this deed of trust to be in default and immediately due and payable upon the default in payment of one or more of the obligations secured hereby, or the default of any other term or condition of this deed of trust;
- 6) "Future advances" or "obligations" as used in this paragraph are defined as further and additional principal sums loaned, and interest thereon, to one or more of the Borrowers and which are secured by this deed of trust, including, without limitation, payments made by Lender for fire and extended coverage insurance, flood insurance, taxes, environmental issues, assessments or other necessary expenditures for the preservation or maintenance of the land or the title thereto, which shall be secured hereby and shall have the same priority as if such payments were made by Lender on the date hereof. Provided, however, no advances made by Lender for the preservation or maintenance of the land or the title thereof, nor any accrued interest on such advances, shall be considered in computing the maximum principal amount which may be secured hereby;
- 7) The total indebtedness secured by this deed of trust may be evidenced by various notes and/or other written instruments and evidences of indebtedness; and one or more or all such notes and/or the written instruments and evidences of indebtedness may, from time to time, be combined and merged into a single note or other evidence of indebtedness. Such combination and merger shall not constitute nor be construed as a payment, satisfaction or discharge of any prior advance made or prior obligation incurred.

This deed of trust also secures all other advances made to and obligations accepted from Borrower, under the terms of said note(s) and any subsequent note(s) or evidence of indebtedness secured hereby, and all amounts included in reamortizations, renewals, extensions, refinances, modifications, deferments and other rearrangements of any such indebtedness hereby secured. Whether or not the indebtedness secured hereby ever exceeds the maximum above stated, Lender shall have the sole discretion to determine the priority or order in which the various debts covered hereby shall be secured hereunder within said maximum.

For consideration as aforesaid, Borrower/Undersigned covenants as follows:

1. Undersigned is lawfully seized of said land in fee simple and has a perfect right to convey same. The said land is unencumbered and free from all claims and charges. Undersigned, for himself, his heirs, executors, administrators, successors, and assigns, warrants and will forever defend the right and title of said land unto the Trustee, his successors and assigns, against the claims of all persons whomsoever. In the event of default, if the Lender employs counsel to collect the debt evidenced by any note secured hereby, or to enforce or protect any rights provided for herein, in any court or before any administrative body whatsoever, then in addition to any principal, interest, and other charges as provided for in any note secured hereby, Lender shall also recover all costs and expenses of collection, including but not limited to reasonable attorneys' fees, which costs, expenses and attorneys' fees shall become part of the indebtedness secured hereunder, shall be immediately payable, and shall draw interest from the date Lender retains counsel until paid at the highest rate provided in any note or notes secured hereby.

2. Whether or not Borrower is in default, in the event the Lender becomes a party to any legal proceeding involving the security described herein, other than an action to collect any indebtedness evidenced by any note or notes secured hereby, and including any bankruptcy case involving Borrower or Undersigned, then Lender may also recover all costs and expenses, including but not limited to reasonable attorneys' fees, which costs, expenses and attorneys' fees when incurred by Lender shall become part of the indebtedness secured hereby and shall be immediately payable on demand, and shall draw interest from the date incurred until paid at the highest rate provided for in any note secured hereby.

3. Undersigned will insure, and keep insured, as required by Lender from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and with such company or companies, as shall be satisfactory to Lender, the loss, if any, to be payable to Lender as its interest may appear, and will deliver to Lender a policy or policies of insurance with mortgagee clause satisfactory to Lender attached thereto, and will promptly pay, when due, all premiums for such insurance. In addition to other insurance coverages, if the property is located in a government mandated flood area where participation in a Federal Flood

an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan), together with the cost of premiums and fees incurred with purchasing flood insurance for Undersigned, if Undersigned fails to do so within the time period required by Lender. Any such fees, premiums or costs shall, in Lender's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured hereby or this deed of trust. At the option of Lender, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as Lender, in its sole discretion, may determine.

4. Undersigned will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said land, and all other amounts that may be or become a lien thereon. In the event Undersigned fails to pay, when due and payable, any such tax, assessment, charge or any other item which may or has become a lien on said land, Lender may, at its discretion, pay the same without notice to or consent from Undersigned but Lender shall be under no obligation to do so and the same will, at the option of Lender, be due and payable on demand of Lender or shall be deemed indebtedness secured hereby. Further, if required as a condition of any loan secured hereunder, Undersigned shall pay to Lender on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Lender, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the property; and (b) premiums for any and all insurance required by Lender. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500) ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Lender shall promptly refund to Undersigned any funds held by Lender under this escrow requirement.

5. Undersigned will keep in good order and condition, preserve, repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of Lender, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes.

6. Undersigned covenants that he will not perform any act which might impair or tend to impair the continuation on the land herein described of all crop allotments and acreage allotments now established or hereafter established on any of the land herein described and hereby grants a lien on said allotments to Lender.

7. Undersigned covenants, warrants and represents that there are no oral or written leases affecting the within described land at the date of this instrument other than those set forth in written application for this loan or in any written amendment thereto and that Undersigned will not enter into any leases affecting the within described land or improvements thereon without the prior approval of Lender thereof.

8. That Undersigned hereby represents and warrants to Lender that there are no materials (hereinafter collectively called "Special Materials") presently located on or near the premises which, under Federal, state, or local law, statute, ordinance, regulation or standard or administrative or court order or decree or private agreement (hereinafter collectively called "Environmental Requirements"), requiring special handling in use, generation, collection, storage, treatment or disposal, or payment of costs associated with responding to the lawful directives of any court or agency of competent jurisdiction or for similar economic loss. Such Special Materials include those that violate any national or local contingency plan or the release or threatened release of which may violate or create liability under the Environmental Requirements. Such Special Materials also include (a) asbestos in any form, (b) urea formaldehyde foam insulation, (c) paint containing lead or (d) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls (commonly referred to as "PCBs"). Undersigned further represents and warrants to Lender that the premises are not now being used nor have they ever been used in the past for the activities including the use, generation, collection, storage, treatment or disposal of any Special Materials, and in particular, without limiting the generality of the foregoing, the premises are not now being used nor have they ever been used in the past for a landfill, surface impoundment or other area for the treatment, storage or disposal of solid waste (including solid waste such as sludge). Undersigned will not place or permit to be placed any such Special Materials on or near the premises. Nothing herein shall be deemed to prohibit or restrict the use, collection, storage, treatment or disposal in a manner consistent with applicable Environmental Requirements, of insecticides, herbicides, or other pesticides, fertilizers or petroleum products (including gasoline, motor fuel, crankcase oil, heating oil) as part of the agricultural operations now or hereafter conducted by the Undersigned on the premises in a good and husbandlike manner. Undersigned further represents and warrants to Lender that there are no wells or septic tanks or other underground tanks (whether currently in use or abandoned-in-place) on the premises serving any other property and that there are no wells or septic tanks on other property serving the premises. If at any time it is determined that there are Special Materials located on the premises which under any Environmental Requirement require special handling in use, generation, collection, storage, treatment or disposal, Undersigned shall, within 30 days after having obtained actual knowledge thereof, take or cause to be taken, at

reasonable attorneys' fees, for failure of the premises to comply in all respects with the Environmental Requirements or a breach by Undersigned of any representation, warranty or agreement herein. THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF UNDERSIGNED CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE OCCURRENCE OF ANY EVENT WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE PAYOFF OF THE NOTE(S) SECURED HEREBY, THE RELEASE OR FORECLOSURE OF THIS INSTRUMENT, OR THE ACCEPTANCE BY THE LENDER OF A DEED IN LIEU OF FORECLOSURE.

9. Borrower (or any of them to the extent of their respective obligations) will pay, when due and payable, all amounts secured hereby. Time is of the essence of the said note(s) and any subsequent note(s) secured hereby, and of this instrument. If Undersigned or Borrower fails to comply with any covenant, condition or agreement in this instrument or any notes or other evidence of indebtedness, or in any reamortizations, renewals, deferments, extensions or any other written agreement between the Borrower and the Lender, Lender may, at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

- a) Perform the covenants in this instrument, and in any notes or other evidence of indebtedness hereby secured and all amounts advanced by Lender in so doing shall be due and payable by Borrower to Lender immediately without notice, and shall be secured by this instrument, and may, at the sole discretion of Lender, bear interest from the date of advance by Lender at the highest rate provided in any note or other instrument secured hereby.
- b) Declare any or all amounts and/or obligations secured by this instrument immediately due and payable without notice.
- c) Have this deed of trust forthwith foreclosed for the whole amount of said sum, interest and costs, and on the application of Lender, its successors or assigns, it shall be lawful for and the duty of Trustee or his duly authorized agent, with notice of hearing and sale as provided by Chapter 45 of the General Statutes of North Carolina at the time of said declaration of the full debt being immediately due and payable, at such time and place as provided in the notice of sale, to expose said lands at public sale to the highest bidder for cash and to convey said lands to the purchaser at said sale. At such sale Lender shall have the right to bid and become the purchaser of the property sold. The successful bidder shall make a deposit of ten percent (10%) of the successful bid at the time of sale; provided, the Trustee may waive this requirement.

10. Trustee shall apply the proceeds of any sale made under authority granted herein against the following:

- a) All costs of said sale, including the charges for advertising and a reasonable commission not to exceed five percent (5%) of the amount for which the property is sold, as compensation for the services of the Trustee;
- b) All taxes, claims, charges, liens, assessments, judgments and costs of maintenance and repair advanced by Lender under the terms of this instrument, with interest thereon as herein set out;
- c) All taxes on, or which are liens against, and all claims and charges against the property, outstanding, unpaid and payable, if sale is not made subject thereto;
- d) The principal and interest of the original indebtedness and all subsequent indebtedness hereby secured;
- e) The remainder, if any, of the proceeds of sale shall be paid to Undersigned, or as otherwise provided by law. If the proceeds of any such sale shall not be sufficient to pay the total indebtedness hereby secured, with all Trustee's commissions, expenses, costs, taxes, charges, claims, assessments, liens, judgments, repairs and maintenance, as herein set out, Borrower shall be liable to Lender for the balance due after the application of the proceeds of the sale as herein provided, and may be sued for such balance in any court having jurisdiction.

11. If Trustee is named as a party to any civil action as Trustee in this deed of trust, the Trustee shall be entitled to employ an attorney-at-law, including Trustee, if a licensed attorney, to represent Trustee in said action and reasonable attorneys' fees shall be paid by Lender and added to the principal of the note or notes secured hereby and bear interest at the highest current rate provided in any note.

12. If Borrower shall pay all installments of principal and interest as set forth in the said note and in any subsequent note or notes and/or other payment evidence of indebtedness secured hereby and in this deed of trust and shall comply with all of the terms, covenants and conditions hereof, then this deed of trust shall become null and void.

13. The term "land" as used in this instrument includes all trees, timber, shrubbery, fixtures, and improvements now and hereafter on the land described in this instrument. Any agent or representative of Lender may enter upon said land at any time for any purpose desired by Lender.

14. Accounting procedures employed by Lender are for its internal record keeping and shall not be interpretive of the legal rights and duties of the parties.

15. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, all amounts that may hereafter be awarded for condemnation of and tortious injury to any of the land herein described are hereby assigned and shall be payable unto Lender for application, after payment therefrom of attorneys' fees and expenses incurred in connection therewith, on such part of the total indebtedness secured hereby as Lender may determine, with no duty on Lender to collect same.

16. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, all rents, royalties, profits, and any other income accruing from the land and/or improvements herein described upon and during default under this instrument or the said note are hereby assigned

17. As a condition hereof and as part of the consideration for the present loan and any future advance secured hereby, Undersigned hereby waives and renounces for himself, his heirs, administrators or executors, successors, and assigns, all rights that now exist, or that may hereafter exist, under the laws of the State of North Carolina, in the event of suit against Borrower for any deficiency in the debt hereby secured, after foreclosure sale by the Trustee, or otherwise of the land herein described, to show as defense or setoffs the alleged fair worth of said land; the Borrower agrees to pay the full amount of the total indebtedness secured at any time by this deed of trust, and the full amount of any deficiency therein that may be established by the foreclosure sale of the land herein described, without defense or set-off on account of the alleged fair worth of said land.

18. If the Trustee or his successor(s) shall die, resign, become mentally or physically incompetent or otherwise disqualified, refuse to act, or if a new Trustee is desired by Lender or its successor(s) or assigns, Lender, or its successor(s) or assigns, shall have the right, by paper writing duly executed and registered, to name and appoint another Trustee in the place and stead of the Trustee herein named and appointed, which new Trustee shall have all the duties, rights, powers and privileges of the original Trustee, and the expense of such paper writing and registration shall be paid by Borrower immediately upon demand, and if not so paid, same may be advanced by Lender, its successor(s) or assigns, and shall become a part of the indebtedness secured hereby and may bear interest at the highest rate provided in any note or other instrument secured hereby.

19. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, deferments, extensions or any other agreement, in writing, made or entered into with Lender by any one or more of the Borrowers, by any party or parties obligated (primarily or otherwise) to pay any or all of the indebtedness secured hereby, or by any party or parties who have given security of any kind for any or all of the indebtedness secured hereby are hereby authorized and consented to by Borrower and Undersigned and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Borrower and Undersigned.

20. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, if conveyance, transfer, or other disposition should be made, voluntarily or involuntarily, of the property herein described, or any part thereof, without the written consent of the Lender, then and in that event, and at the option of the Lender and without notice to the Borrower or Undersigned, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

21. A default under this instrument or under any other instrument heretofore or hereafter executed by Undersigned or Borrower (or any one or more of them) to Lender or for the benefit of Lender, shall at the option of Lender constitute a default under any one or more or all instruments executed by Undersigned or Borrower (or any one or more of them) to Lender, or for Lender's benefit.

22. An event of default under this instrument will occur if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12. Upon default, the entire indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable with interest thereon at the billing rate then in effect without notice, and this instrument may be foreclosed accordingly.

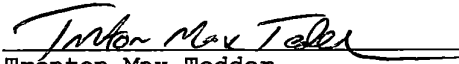
23. All rights, powers, privileges, options and remedies conferred upon and given to Lender are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, and by any agent, officer, attorney or representative of Lender, its successors or assigns. All obligations and undertakings of and assignments by Undersigned or Borrower and/or any other parties hereto or hereunder shall extend to and be binding upon heirs, executors, administrators, successors and assigns of Undersigned and/or Borrower, and/or any other parties.

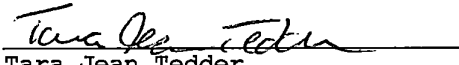
THIS DEED IS EXECUTED BY THE BORROWER IN FAVOR OF, AND THE TERM "LENDER" AS USED HEREIN SHALL INCLUDE, Carolina Farm Credit, ACA AND/OR AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES Carolina Farm Credit, FLCA AND Carolina Farm Credit, PCA, AS THEIR INTERESTS MAY APPEAR.

IN TESTIMONY WHEREOF, the Undersigned has duly executed the foregoing instrument, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Undersigned:


Trenton Max Tedder _____ (SEAL)


Tara Jean Tedder _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

WITNESS: _____

WITNESS: _____

STATE OF NORTH CAROLINA)
COUNTY OF Alexander)

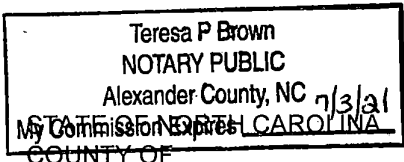
ACKNOWLEDGEMENT BY INDIVIDUAL

I, TERESA P. BROWN, being duly authorized to take acknowledgements of deeds, etc. in North Carolina, do hereby certify that Trenton Max Tedder and Tara Jean Tedder personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 29th day of July, 2019.

(Official Seal)
My commission expires: 7/3/21

Teresa P. Brown
Signature of Officer
Notary Public
Title of Officer



STATE OF NORTH CAROLINA)
COUNTY OF _____)

ACKNOWLEDGEMENT BY INDIVIDUAL

I, _____, being duly authorized to take acknowledgements of deeds, etc. in North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, _____.

(Official Seal)
My commission expires: _____

Signature of Officer

Title of Officer

STATE OF NORTH CAROLINA)
COUNTY OF _____)

ACKNOWLEDGEMENT BY CORPORATION

I, _____, certify that _____ personally came before me this day and acknowledged that he/she is _____ a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal, and attested by him(her) self as its _____.

WITNESS my hand and official seal this _____ day of _____, _____.

(Official Seal)
My commission expires: _____

Signature of Officer

Title of Officer

STATE OF NORTH CAROLINA)
COUNTY OF _____)

ACKNOWLEDGEMENT BY LIMITED LIABILITY COMPANY

I, _____, certify that _____ personally came before me this day and acknowledged that he/she is _____ a limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its _____, sealed with its company seal, and attested by him(her) /self as its _____.

WITNESS my hand and official seal this _____ day of _____, _____.

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED OF TRUST
BEARING ACA LOAN NUMBER 07 34 742447-02
FROM TRENTON MAX TEDDER AND WIFE, TARA JEAN TEDDER
TO CAROLINA FARM CREDIT
DATED: JULY 29, 2019

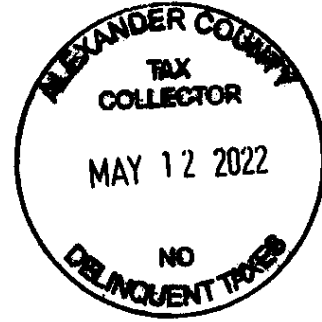
BEING all of a 207.04 acre tract as same is shown in Plat recorded in Plat Book 13 at Page 150 of the Alexander County Registry to which reference is hereby made for greater certainty of description by metes and bounds.

FOR BACK TITLE see deed recorded in Book 507 at Page 612 of the Alexander County Registry for 31.35 acres, this 207.04 acre tract contains all of this 31.35 acre tract. For further title reference see deed recorded in Book 501 at Page 1520 of the Alexander County Registry, said deed calling for acreage of 180.94 acres. Also see Deed of Correction for this same property recorded in Book 509 at Page 833, this deed calls for 177.57 acres and this description on this Corrective Deed is taken from a new survey of Carl S. Henline revised March 1, 2007. There has been an outconveyance from this Book 501 Page 1520 and Book 509 at Page 833 of 5 acres to Rodney Ernest McClelland as shown by deed recorded in Book 505 at Page 229 of the Alexander County Registry. The resulting acreage is the 207.04 acre tract in Plat Book 13 at Page 150 of the Alexander County Registry.

THERE IS ALSO CONVEYED HERewith a forty-five (45) foot wide right of way easement over the property of Rodney Ernest McLélland as said easement was established in Book 505 at Page 223 of the Alexander County Registry and there is also conveyed herewith that certain forty-five foot wide right of way easement as reserved by Larry N. Schronce and Martha H. Schronce in deed to Rodney Ernest McLélland for five (5) acre tract recorded in Book 505 at Page 229 of the Alexander County Registry.

Trenton M. & Tara J. Tedder/Exhibit A/US Hwy 64 West Schronce

Type: QCD
Recorded: 5/12/2022 3:17:39 PM
Fee Amt: \$26.00 Page 1 of 4
Revenue Tax: \$0.00
Alexander, NC
Scott H. Hines Register of Deeds
File#



BK 652 PG 1605 - 1608

Excise Tax 0 TST

Do NOT write above this line.

Recording: Time, Book and Page

North Carolina Quitclaim Deed

✓AK

This instrument prepared by: Robert E. Campbell, Attorney, PO Box 32, Taylorsville, NC 28681

Brief description for the Index: _____

This Deed made this _____ day of March, 2022, by and between Grantor and Grantee:

Enter in appropriate block for each party: Name, address, county, state and if appropriate entity (i.e. corporation, partnership). The designation Grantor and Grantee as used herein shall include all parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor:

TARA JEAN TEDDER and husband, TRENTON MAX TEDDER, legally separated

Grantee: TARA JEAN TEDDER, 6903^{1/2} HWY. 64/90 WEST, TAYLORSVILLE, NC 28681

Transfer of Ownership: Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has remised and released and does hereby remise, release and forever quitclaim to Grantee, the Property described below:

Property: City of _____, Township of Ellendale and Little River, County of Alexander, North Carolina.
This property was acquired by Grantor by an instrument recorded in Book 618 Page 2431-2433, Book 632 Page 1211-1213, Page 618 Page 1375-1377, and Book 598 Page 1441-1443, Alexander County Registry.
A map showing the property is recorded in Plat Book ____ Page _____, Alexander County Registry.
The legal description of the Property is:

See Attached Exhibit "A"

NO TITLE SEARCH WAS PERFORMED BY THE DRAFTER OF THIS INSTRUMENT.

Continued on Page 2.

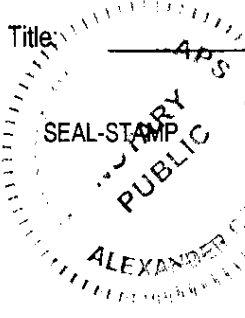
Continued from Page 1.

TO HAVE AND TO HOLD the said Property and all privileges and appurtenances (rights) belonging to Grantee, in fee simple.

Grantor makes no warranty, express or implied, as to title to the Property.

Signatures: Grantor has duly executed the foregoing instrument, as of the day and year first written above.

	Entity	Individual	
Name:	_____	<u>Tara Jean Tedder</u> (Seal)	TARA JEAN TEDDER
By:	_____	<u>Trenton Max Tedder</u> (Seal)	TRENTON MAX TEDDER
Title:	_____	_____ (Seal)	_____
By:	_____	_____ (Seal)	_____
Title:	_____	_____ (Seal)	_____
By:	_____	_____ (Seal)	_____
Title:	_____	_____ (Seal)	_____



INDIVIDUAL

STATE OF NORTH CAROLINA, COUNTY OF ALEXANDER

I, Regina W. Millsap, a Notary Public of the County and State aforesaid, certify that Tara Jean Tedder and Trenton Max Tedder, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 8th day of March, 2022.

My Commission Expires: 9-25-2024 _____ Notary Public

Regina W. Millsap
Regina W. Millsaps, Notary Public

SEAL-STAMP STATE OF _____ COUNTY OF _____

I, _____ a Notary Public of the County and State aforesaid, certify that _____ Grantor personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, _____.

My Commission Expires: _____ Notary Public

Printed name of Notary Public

EXHBIT "A"

TRACT I:

BEING all of a 207.04 acre tract as same is shown in Plat recorded in Plat Book 13 at Page 150 of the Alexander County Registry to which reference is hereby made for greater certainty of description by metes and bounds.

FOR BACK TITLE see deed from Larry N. Schronce and wife, Martha H. Schronce to Trenton Max Tedder and wife, Tara Jean Tedder, dated July 29, 2019, and recorded in Deed Book 618, Page 2431-2433 of the Alexander County Registry.

FOR FURTHER BACK TITLE see deed recorded in Book 507 at Page 612 of the Alexander County Registry for 31.35 acres, this 207.04 acre tract contains all of this 31.35 acre tract. For further title reference see deed recorded in Book 501 at Page 1520 of the Alexander County Registry, said deed calling for acreage of 180.94 acres. Also see Deed of Correction for this same property recorded in Book 509 at Page 833, this deed calls for 177.57 acres and this description on this Corrective Deed is taken from a new survey of Carl S. Henline revised March 1, 2007. There has been an out conveyance from this Book 501 Page 1520 and Book 509 at Page 833 of 5 acres to Rodney Ernest McClelland as shown by deed recorded in Book 505 at Page 229 of the Alexander County Registry. The resulting acreage is the 207.04 acre tract in Plat Book 13 at Page 150 of the Alexander County Registry.

THERE IS ALSO CONVEYED HEREWITH a forty-five (45) foot wide right of way easement over the property of Rodney Ernest McLelland as said easement was established in Book 505 at Page 223 of the Alexander County Registry and there is also conveyed herewith that certain forty-five foot wide right of way easement as reserved by Larry N. Schronce and Martha H. Schronce in deed to Rodney Ernest McLelland for five (5) acre tract recorded in Book 505 at Page 229 of the Alexander County Registry.

TRACT II

BEGINNING on a stone in Loyd Teague's line, Grover Teague's northwest corner and runs South 3 degrees West with Grover Teague's line 149 poles to a stone in Grover Teague's line, the Northwest corner of Vance Teague lot; thence North 87 degrees West 43 poles to a stone in Vance Teague's line, Green Teague's Southeast corner; thence North 3 degrees East with Green Teague's line 149 poles to a stone in the old line; thence South 87 degrees East 43 poles to the BEGINNING, containing 40 acres, more or less, and being Lot No.7, in the M.M. Teague Estate.

FOR BACK TITLE see deed from Tony Ray Sipe and wife, Stacy S. Sipe, to Trenton M. Tedder and wife, Tara J. Tedder, dated October 27, 2020, and recorded in Book 632 at Page 1211-1213 of the Alexander County Registry, this being the same property conveyed therein.

TRACT III

BEING ALL OF Lot No. 1, containing 2.25 acres, as the same is shown in plat recorded in Plat Book 16 at Page 139 of the Alexander County Registry, to which reference is hereby made for greater certainty of description by metes and bounds.

FOR BACK TITLE see Deed Book 553 Page 2349 From CMH Homes for 7.82 acres less and except 5.57 acres deeded out to Gregory Pope in Deed Book 619 Page 1118. This being all the remaining property from the original 7.82 acre tract.

TRACT IV

BEING ALL OF that 6.54 acre tract as shown in plat recorded in Plat Book 15 at Page 93 of the Alexander County Registry, to which reference is hereby made for greater certainty of description by metes and bounds.

FOR BACK TITLE see deed from Mildred Bebbler Meadlock, widow, to Trenton M. Tedder and wife, Tara J. Tedder, dated April 20, 2017, and recorded in Book 598 at Page 1441-1443 of the Alexander County Registry, this being a portion of the property conveyed therein.

THIS DEED IS CONVEYED pursuant to that certain Separation Agreement and Property Settlement signed by Tara Jean Tedder and Trenton max Tedder on the 18th day of January, 2022.

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 11th day of January, 2023, by and between Tara Jean Tedder ("Seller").

WHEREAS at an auction conducted this day by United Country Blue Ridge Land & Auction Co/Big 6 Properties ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property [X] will [] will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11 -T) with this offer.)

Street Address: 6903 US HWY 64 WEST
City: Taylorsville Zip 28681

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

County: Alexander, North Carolina

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit B-7, Block/Section 0062, Subdivision/Condominium N/A, as shown on Plat Book/Slide 13 at Page(s) 50

The PIN/PID or other identification number of the Property is: 0062691 and 0001784 Acreage: +/- 247

Other description: 2 tax parcels totaling +/- 247 acres

Some or all of the Property may be described in Deed Book 652 at Page 605

[] ADDITIONAL PARCELS. If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights [X] are [] are not included.

Timber rights [X] are [] are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. FIXTURES:

(a) Included Items: The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: N/A

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) Excluded Items: The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: N/A



3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:
Singlewide Mobile Home

4. **PURCHASE PRICE:** The purchase price of the Property is \$ _____ and shall be paid in US dollars. An earnest money deposit in the amount of \$ **20,000.00** by cash personal check official bank check wire transfer electronic transfer, on the effective date of this Contract OR within five (5) days of the date of the effective date of this Contract, be made payable and delivered to _____ as Escrow Agent. Should Buyer fail to deliver the Earnest Money Deposit by its due date, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the Escrow Agent. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this Contract upon written notice to the Buyer. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this Contract. Buyer shall pay the balance of the purchase price, in the amount of \$ _____, in full in legal tender to Seller at Closing. Escrow Agent will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. See paragraph 20 for a party's right to the Earnest Money Deposit in the event of breach of this Contract by the other party.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic and wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm 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.

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which 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.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on 02/27/2023 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to _____. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if one party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying

Party") but it is not possible for the other party to complete Closing by the Closing Date ("Delaying Party"), the Delaying Party shall be entitled to a delay in Closing and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Closing within seven (7) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered, subject to existing leases, at Closing OR on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies shall be prorated on a calendar year basis as of the date of Closing shall not be prorated. In the event that such income is not prorated, then the parties agree that Seller Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing, with Seller responsible for the prorated amounts of any taxes and dues through the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. **SELLER OBLIGATIONS:**

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED SPECIAL WARRANTY DEED NON-WARRANTY (QUITCLAIM) DEED OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): _____ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this Contract and the earnest money shall be returned to Buyer.

13. **OTHER PROVISIONS AND DISCLOSURES:**

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**

Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES):

land only

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of

Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

(c) **Lead-Based Paint Disclosure** (check if applicable):

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

(d) **Addenda** (itemize all addenda and attach hereto):

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

(f) **Other:** _____

Owners' association website address, if any: _____

14. ENTIRE AGREEMENT; NOTICE: This Contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto.

The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the information section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided in the agent information below or provided by Seller or Buyer. Seller and Buyer agree that the notice information and earnest money acknowledgment below

shall not constitute a material part of this 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.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Contract.

16. **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.

17. **APPLICABLE LAW:** This Contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **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.

20. REMEDIES:

(a) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may elect to terminate this Contract as a result of such breach, and shall be entitled to the return of all earnest monies, but such return shall not limit any other damages available to Buyer for such breach. This provision shall not limit any other remedies available to Buyer.

(b) **Breach by Buyer:** In the event of breach of this Contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not limit any other damages available to Seller for such breach. This provision shall not limit any other remedies available to Seller.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials _____ Seller Initials _____

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

This Contract shall become effective on the date that: (1) the last one of Buyer and Seller has signed this offer, and (2) such signing is communicated to the party making the offer. Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER:

_____ (SEAL)

Date: _____

_____ (SEAL)

Date: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

_____ (SEAL)

Tara Jean Tedder

Date: _____

_____ (SEAL)

Date: _____

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Buyer Initials _____ Seller Initials _____

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

Date: _____

Escrow Agent: _____

By: _____
(Signature)

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____
 Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: _____
Acting as Seller's (sub) Agent Buyer's Agent Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: **Matt Gallimore** Real Estate License #: **10250**
 Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(540)745-2005** Fax #: **(540)745-4401** Email: **gallimore.matt@gmail.com**

Firm Name: **United Country Blue Ridge Land & Auction**
Acting as Seller's (sub) Agent Dual Agent

102 S Locust St

Firm Mailing Address: **Floyd, VA 24091**

NCAL Firm License #: **10299**

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: **Matt Gallimore** NCAL License #: **10250**