

## Bank of America, N.A. Real Estate Purchase Addendum

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract dated 3/21/13 (the "Contract") between Bank of America, N.A., ("Seller" or "Bank" or "Servicer" and the terms "Seller" or "Bank" may also include Bank of America, N.A., not in its individual capacity but as agent in fact on behalf of Seller) and Randolph Lucas

("Buyer") for the Property improvements located at the following address:

30 ATLANTIC AVENUE

BENSON

NC

27504

("Property"). Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties." The Contract and this Addendum together constitute the "Agreement".

The Seller and the Buyer agree as follows:

1. Limitation of Seller's liability and Buyer's waiver of important rights:

Buyer understands and acknowledges that Seller has acquired the Property through Foreclosure, Deed-In-Lieu of Foreclosure or similar process, Seller has never occupied the Property, and Seller has little or no direct knowledge about the condition of the Property. Buyer agrees that Buyer is buying the Property "AS IS" (as more fully set forth in section 12 of this Addendum).

Notwithstanding any provision to the contrary in the Agreement, Seller's liability and Buyer's sole and exclusive remedy in all circumstances and for all claims (as the term is defined in section 25 of this Addendum, and all references in this Addendum to "claims," "claim," "CLAIMS" or "CLAIM" shall have such meaning) arising out of or relating in any way to the sale of the Property to Buyer including, but not limited to, Seller's breach or termination of the Agreement (other than a termination by Seller as a result of a default by Buyer), the condition of the Property, Seller's title to the Property, the occupancy status of the Property, the size, square footage, boundaries or location of the Property, any cost or expense incurred by Buyer in selling a current or prior residence or terminating a lease on a current or prior residence, obtaining other living accommodations, moving, storage or relocation expenses, or any other costs or expenses incurred by Buyer in connection with the Agreement shall be limited to no more than:

- (A) A return of Buyer's earnest money deposit if the sale to the Buyer does not close as a result of a default by Seller or if Seller elects to terminate this Agreement upon the terms hereof other than for a default by Buyer; or
- (B) If the sale to Buyer closes, the lesser of Buyer's actual damages or \$5,000.

Buyer shall not be entitled to return of Buyer's earnest money deposit if Buyer materially breaches the Agreement.

Buyer agrees that Seller shall not be liable to Buyer under any circumstances for an special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, theory or cause of action arising out of or related in any way to any claim, including, but not limited to, the aforementioned claims.

Any reference to a return of the Buyer's earnest money deposit contained in the Agreement shall mean a return of the earnest money deposit, less any escrow cancellation fees applicable to the Buyer under the Agreement and less fees and costs payable for services and products provided during escrow at the Buyer's request. To the fullest extent permitted by law the Buyer waives any claims that the Property is unique and the Buyer acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Buyer. Upon the return of the earnest money deposit to Buyer, the Agreement shall be terminated, and the Buyer and the Seller shall have no further liability.

Buyer (Initials) RL DS

Seller (Initials) [Signature]

obligation, or responsibility to each other in connection with the Agreement, except as to any provision that survives the termination of this Agreement pursuant to Section 29 below. If the sale to Buyer closes and Seller compensates Buyer as provided above for Buyer's actual damages, if any, then the Buyer and the Seller shall have no further liability, obligation or responsibility to each other in connection with the Agreement.

Seller's limitation of liability and Buyer's waivers provided in the Agreement are a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller.

The Buyer further waives the following, to the fullest extent permitted by law:

- (A) All rights to file and maintain an action against the Seller for specific performance;
- (B) Right to record a Lis Pendens against the Property or to record the Agreement or a memorandum thereof in the real Property records;
- (C) Right to invoke any equitable remedy that would prevent the Seller from conveying the Property to a third party Buyer;
- (D) Any claims arising from the adjustments or proration or errors in calculating the adjustments or proration that are or may be discovered after closing unless such claims are material and Buyer notifies Seller in writing of such claims within thirty (30) days of the closing date;
- (E) Any remedy of any kind that the Buyer might otherwise be entitled to at law or equity (including, but not limited to, rescission of the Agreement). Except as expressly provided in this Addendum;
- (F) Any right to a trial by jury in any litigation arising from or related in any way to the Agreement;
- (G) Any right to avoid the sale of the Property or reduce the price or hold the Seller liable for any claims arising out of or related in any way to the condition, construction, repair or treatment of the Property, or any defects, apparent or latent, that may now or hereafter exist with respect to the Property;
- (H) Any claims arising out of or relating in any way to encroachments, easements, boundaries, shortages in area or any other matter that would be disclosed or revealed by a survey or inspection of the Property or search of public records; and
- (I) Any claims arising out of or relating in any way to the square footage, size or location of the Property, or any information provided on the multiple listing service, or brochures or websites of Seller or Seller's agent or broker.

References to the "Seller" in this Section 1 of this Addendum shall include the Seller and the Indemnified Parties (as defined in Section 25 of this Addendum), and all references in this Addendum to "Indemnified Parties" or "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 25.

2. Effective Date: The date of Seller's execution of this Addendum shall be the "Effective Date" of the Agreement notwithstanding any prior understanding or Agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Buyer is not actually received by the Seller before the Seller accepts a competing offer or gives verbal or written notice of revocation to the Buyer, the Buyer's agent or attorney, or the listing agent. The Agreement must be approved by the Seller's management, and it must be signed by all parties in order to be binding.

Buyer (initials)

RL

Seller (initials)

DS  


REO # 00991099

3. Purchase Price:

Purchase Price: \$ 75000.00

Down Payment: \$ 75000

Loan Amount (nte): \$ 0

4. Earnest Money Deposit:

If applicable, escrow will be opened by both parties immediately following the Effective Date with an escrow/closing agent acceptable to the Seller and Buyer. The Buyer's earnest money deposit is to be delivered to the selected closing agent to be held pursuant to local law and custom, within 24 hours of notification of selected closing agent.

5. Financing: The Agreement (check one): ☐ is ☒ is **not** contingent on the Buyer obtaining financing for the purchase of the Property. If the Agreement is contingent on financing, the type of financing shall be the following (check one):

☐ Conventional

☐ FHA

☐ VA

☐ Other (specify: \_\_\_\_\_)

(A) If the Agreement is contingent on financing, the Buyer shall apply for a loan in the amount of \$ 0 with a term of \_\_\_\_\_ years, at prevailing rates, terms and conditions. The Buyer shall complete and submit to a mortgage lender an application for a mortgage loan containing the terms set forth in this paragraph within three (3) business days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment within fifteen (15) calendar days from the said date. If, despite the Buyer's diligent efforts, the Buyer cannot obtain a mortgage loan commitment by the specified date, then either the Buyer or the Seller may terminate the Agreement by giving written notice to the other Party. The Buyer's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Buyer and the parties shall have no further obligation to each other under the Agreement. The Buyer agrees to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such requests from the lender that results in the denial of the mortgage loan shall be considered a material breach of the Agreement and Seller shall be entitled to exercise its remedies under Section 24 of this Addendum.

If the Agreement is contingent on financing, as a sales condition, Buyer must obtain a prequalification letter from Bank of America, N.A. or Merrill Lynch for a mortgage loan in an amount and under terms sufficient for Buyer to perform its obligations under the Agreement, and such letter must accompany the Agreement. The prequalification letter shall include, but is not limited to, the Buyer's name and loan approval amount necessary to meet Buyer's obligations under the Agreement. Buyer's submission of proof of prequalification is a condition precedent to Seller's acceptance of Buyer's offer. Seller may require Buyer to obtain, at no cost to Buyer, loan prequalification as Seller may direct. Notwithstanding any Seller required prequalification, Buyer is not required to obtain financing from Bank of America, N.A. or Merrill Lynch and Buyer may obtain financing from any source.

Buyer (initials) ML

Seller (initials) DS



(B) Cash Offer: Buyer shall provide Listing Broker (Broker representing the Seller for this Property sale) and/or Bank Representative proof of liquid funds on deposit in the United States sufficient to close this transaction. Such proof shall be provided within three (3) business days of the Effective Date and shall be subject to Seller's approval. The Property shall remain on the market until such proof of funds is accepted by Seller. Notwithstanding the terms provided in Section 11 for inspection of the Property, in the event of a noncontingent cash offer, all inspections shall be completed and any notice of disapproval shall be given to Seller within seven (7) calendar days of the Effective Date. Failure to timely notify Seller of any disapproval shall be deemed acceptance by Buyer of the inspection results and the condition of the Property. Cash offers shall not be subject to any contingency, unless specifically described in Section 9 of this Addendum.

(C) Buyer may not re-sell, record an additional conveyance document, or otherwise transfer title to the Property within 60 days following the recordation of the deed conveying title to the Property to Buyer.

(D) The Buyer is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by the Buyer. Any change of the loan type, loan terms, financing or Buyer's lender after the Agreement has been entered into shall be subject to Seller's approval and may require, at Seller's sole discretion, renegotiation of all or some of the terms of the Agreement.

6. Other Financial Terms:

Requested Closing Costs to Be Paid by Seller on Behalf of Buyer:  
(Limited to loan guidelines)

FHA/VA Allowable Costs:	\$ _____
Other Loan Types Non Allowable:	\$ _____
Property Transfer Taxes:	\$ _____
Home Protection Policy:	\$ 0 _____
Other: Buyer Closing Cost	\$ 0 _____
Other: _____	\$ _____
<b>TOTAL:</b>	<b>\$ 0 _____</b>

Request Repairs:	
By Buyer/Lender (nte)	\$ _____
Fumigation/Chemical Only:	\$ _____
Termite Repairs (nte)	\$ 0 _____
Pest Report (nte):	\$ 0 _____
Other: _____	\$ 0 _____
<b>TOTAL:</b>	<b>\$ 0 _____</b>

Notwithstanding any provision in the Agreement to the contrary, if Seller agrees in the Agreement to pay any of the Buyer's closing costs, then Seller shall only pay the lesser of the Buyer's actual closing costs and the closing costs that Seller has agreed to pay in the Agreement. Section 16 has additional provisions pertaining to closing costs.

7. Time of the Essence: Closing Date:

(A) It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement

Buyer (initials) RL  
 Seller (initials) DS



REO # 00991099

shall terminate automatically and without notice if it is not concluded by the Closing Date (as defined below) or any extension thereof.

- (B) The closing shall take place on or before 05/03/2013, or within five (5) calendar days of final loan approval by the lender, whichever is earlier ("Closing Date"), unless the Closing Date is extended in writing signed by the Seller and the Buyer or extended by the Seller under the terms of the Agreement [what terms allow Seller to unilaterally extend the Closing Date?]. The closing shall be held in the offices of the Seller's attorney or agent or at a place so designated and approved by the Seller, unless otherwise required by applicable law. If the closing does not occur (through no fault of the Seller) by the date specified in this Section 7 of the Addendum or in any extension including any extension under subclause (c) of this Section 7, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

8. The Buyer (check one): ☐ does ☒ does not intend to use and occupy the Property as Buyer's primary residence.

9. Additional Terms of Conditions:

1) As-is sale, no repairs will be done by seller.

10. Attachments:

11. Inspections:

- (A) On or before ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (B) above) from the Effective Date, the Buyer shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or Buyer shall be deemed to have (1) waived such inspections and any objections to the condition of the Property, and (2) accepted the condition of the Property. The Buyer shall keep the Property free and clear of liens and indemnify and hold the Seller and the Indemnified Parties harmless from all Claims arising out of or relating in any way to the Buyer's inspections, and the Buyer shall repair the Property, at Buyer's sole expense, for all such Claims. The Buyer shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller unless required by law, in which case the Buyer shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized the Property and the Buyer desires to have the Property inspected, the listing agent will have the Property dewinterized prior to

Buyer (initials) RL  
Seller (initials) DS

inspection and rewinterized after inspection. The Buyer agrees to pay this expense in advance to the listing agent. The amount paid under this provision shall be nonrefundable.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Buyer, but not later than ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (B) above) from the Effective Date, whichever first occurs, the Buyer shall provide written notice to the Seller of any items disapproved or problems with the condition of the Property. The Buyer's failure to provide such written notice to the Seller shall be deemed as Buyer's acceptance of condition of the Property. The Buyer shall immediately provide to the Seller at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Buyer's disapproval of the condition of the Property is based. In no event shall the Seller be obligated to make any repairs or replacements or correct any problems or defects that may be indicated in the Buyer's inspection reports. The Seller may, at its sole discretion, make such repairs, replacements or corrections to the Property. If the Seller elects not to repair or correct the Property, the Buyer may cancel the Agreement within five (5) calendar days of receiving notice from the Seller that Seller elects not to repair or correct the Property. If Buyer timely notifies Seller of such cancellation, the Buyer shall receive all earnest money deposited. If the Seller elects to make any such repairs or corrections to the Property, the Seller shall notify the Buyer after completion of the repairs or corrections and the Buyer shall have five (5) calendar days from the date of such notice to inspect the repairs or corrections and notify the Seller of any items disapproved. The Buyer's failure to notify Seller of any items disapproved shall be deemed acceptance by Buyer of the condition of the Property.

In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of the Seller. Upon Buyer's request, the Buyer may review such reports, but the Buyer acknowledges that such inspection reports were prepared for the sole use and benefit of the Seller. Buyer shall not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property, and such reports shall not serve as a basis for Buyer to terminate the Agreement.

- (B) If the Property is a condominium or planned unit development or co-operative, unless otherwise noted required by law, the Buyer, at the Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions and restriction, and bylaws of the condominium or planned unit development or cooperative within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined at the Seller's sole discretion, to assist the Buyer in obtaining a copy of the covenants, conditions and restrictions, and bylaws. The Buyer will be deemed to have accepted covenants, conditions and restrictions, and bylaws if the Buyer does not notify the Seller in writing within ten (10) calendar days of the Effective Date of the Buyer's objection to the covenants, conditions and restrictions, and/or bylaws.

12. Condition of Property:

The Buyer understands that the Seller acquired the Property by Foreclosure, Deed-In-Lieu of Foreclosure, forfeiture, tax sale or similar process and consequently the Seller has little or no direct knowledge concerning the condition of the Property. As a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller, the Buyer acknowledges and agrees to accept the Property in "AS IS" condition at the time of closing including without limitation, any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. The Buyer acknowledges that the Seller and its agents, brokers and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, Agreements or guarantees, implied or express, oral or written, with respect to:

Buyer (initials) RL  
 Seller (initials) DS



- (A) The physical condition or any other aspect of the Property including, but not limited to, the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity of quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, mold or any other matter affecting the stability or integrity of the Property;
- (B) The conformity of the Property to any zoning, land use or building code requirements or compliance with any laws, statutes, rules, ordinances or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies that had jurisdiction over the construction of the original structure, any improvements and/or any remodeling of the structure;
- (C) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, including redhibitory vices and defects, apparent or non-apparent or latent, that now exist or may hereafter exist and that, if known to Buyer, would cause Buyer to refuse to purchase the Property; and
- (D) The existence, location, size or condition of any outbuildings or sheds on the Property.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in the Agreement as "Mold") are environmental conditions that are common in residential Property and may affect the Property. Mold in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in young children, elderly persons, persons with immune system problems, allergies or respiratory problems, and pets. Mold has also been reported to cause extensive damage to personal and real Property. Buyer is advised to thoroughly inspect the Property for Mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture or floors, behind walls and above ceilings. Any and all presence of moisture, water stains, mildew odors, condensation and obvious Mold growth are all possible indicators of a Mold condition, which may or may not be toxic. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller or any of Seller's employees, contractors, representatives, broker or agents cleaned or repaired the Property or remediated the Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation, or that the Property is free of Mold. Buyer is further advised to have the Property thoroughly inspected for Mold, any hidden defects and/or environmental conditions or hazards affecting the Property. Buyer is also advised that all areas contaminated with Mold should be properly and thoroughly remediated. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of Mold in or around the Property; (B) if Buyer proceeds to close on the purchase of the Property, then Buyer has inspected and evaluated the condition of the Property to Buyer's complete satisfaction, and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property; and (C) Buyer has not in any way relied upon any representations or warranties of Seller or Seller's employees, officers, directors, contractors, representatives, broker or agents concerning the past or present existence of Mold or any environmental hazards in or around the Property.

In the event the Property is affected by an environmental hazard, either Party may terminate the Agreement. In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental hazard, the Buyer releases the Seller and the Indemnified Parties from any Claims arising out of or relating in any way to the environmental hazard or conditions of the Property, and Buyer agrees to also execute an additional general release at closing, in a form acceptable to Seller, related to the environmental hazard if Seller so requests. In the event the Buyer elects not to execute the additional release, Seller may, at the Seller's sole discretion, terminate the Agreement upon notice given to Buyer. If Buyer elects to proceed with the closing, Buyer waives and forever releases the Indemnified Parties arising out of the environmental condition of the Property.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate the Agreement or delay the date of closing or the Buyer may terminate the

Buyer (Initials) RL DSSeller (Initials) [Signature]



Agreement. In the event the Agreement is terminated by either Buyer or Seller pursuant to this Section 12, any earnest money deposit will be returned to the Buyer. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Buyer nor the Seller terminate the Agreement, the Buyer agrees (A) to accept the Property subject to the violations and (B) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceedings. Buyer agrees to execute for closing any and all documents necessary or required by any agency with jurisdiction over the Property and to resolve the deficiencies as soon as possible after the closing.

The closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer at the time of closing. The Buyer agrees that Seller and the Indemnified Parties shall have no liability for any Claims that the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property.

The Seller may be exempt from filing a disclosure statement regarding the condition of the Property because the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. To the fullest extent allowed by law, Buyer waives any right to receive a disclosure statement from Seller, and Buyer agrees to execute a separate waiver, in a form acceptable to Seller, if the law requires the waiver to be in a separate form.

13. Repairs:

All treatments for wood-infesting organisms and all repairs shall be completed by a vendor approved by the Seller and shall be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood-infesting organisms, the Seller shall treat only active infestation. Neither the Buyer nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer or its representatives make repairs and/or treatments to the Property prior to closing, the Buyer hereby agrees to release and indemnify the Seller and the Indemnified Parties from and against any and all Claims related in any way to the repairs and/or treatments, and Buyer further agrees, at Seller's request, to execute a separate release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer unless and until the sale of the Property closes in accordance with the Agreement, and if Buyer closes Buyer acknowledges that the Buyer has inspected or has been given the opportunity to inspect all repairs and treatments. Any repairs or treatments made or caused to be made by the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date. The Buyer acknowledges that closing on this transaction shall be deemed to be the Buyer's reaffirmation that the Buyer is satisfied with the condition of the Property and with all repairs and treatments to the Property. Further, if Buyer closes, Buyer waives all Claims arising out of relating in any way to the condition of, or treatments or repairs to, the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Buyer any receipts for repairs or treatments, written statements indicating dates or types of repairs and/or treatments, copies of such receipts or statements, or any other documentation regarding any repairs and treatments to the Property. The Seller does not warrant or guarantee any work, repairs or treatments to the Property.

14. Occupancy Status of Property:

The Buyer acknowledges that neither the Seller nor its representatives, brokers, agents or assigns has made any warranties or representations, implied or express, relating to the existence of any tenants or occupants at the

Buyer (initials) RL  
 Seller (initials) DS

Property. The Seller and its representatives, brokers, agents and assigns shall not be responsible for evicting or relocating any tenants, occupants or personal Property at the Property prior to or subsequent to closing.

The Buyer further acknowledges that, to the best of the Buyer's knowledge, the Seller (A) is not holding any security deposits from former or current tenants, and (B) has no information as to any security deposits that may have been paid by former or current tenants to anyone. Buyer agrees that no sums representing such tenant security deposits or any rights, title, or interest in such deposits shall be transferred to the Buyer as part of this transaction. The Buyer further agrees to assume all responsibility and liability for the refund of such security deposits to any tenants pursuant to the provisions of applicable laws and regulations. All rents that are due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 16 of this Addendum.

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

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

15. Personal Property:

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

16. Closing Costs and Adjustments:

(a) The Buyer and the Seller agree to prorate the following expenses as of closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees and rents, if any. In determining prorations, the Closing Date shall be allocated to the Buyer. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Buyer and the Seller as of the Closing Date with payments not yet due and owing to be assumed by the Buyer without credit toward the purchase price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property if the current real estate tax bill is not available. All prorations shall be based upon a 30-day month, and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid or to be paid after closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised or assessed value of the Property. If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, the Buyer will buy the fuel in the tank at closing at the current price as calculated by the supplier. In the event the Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, Buyer, as the then current owner of the

Buyer (initials) RL DS  
Seller (initials) [Signature]



Property, or the closing agent, in the event of a holdback for payment of such items, shall immediately remit the refund to the Seller.

- (b) Seller shall only pay those closing costs and fees associated with the transfer of the Property that local custom or practice clearly allocates to Seller and any closing costs and fees specifically agreed to in Section 6, and Buyer shall pay all remaining fees and costs. Notwithstanding the foregoing, FHA/VA allocation of closing costs shall apply when applicable.
- (c) Upon the closing of this transaction, the Seller shall pay the real estate commission per the listing Agreement between the Seller and the Seller's listing broker. Unless disclosed to Seller, Buyer represents that Buyer is not a real estate licensee, and that the real estate licensee representing Buyer is not related to, or affiliated with Buyer.

17. Delivery of Funds:

Regardless of local custom or practice, Buyer shall deliver all funds due the Seller from the sale by wire transfer or in the form of cash, bank check or certified check to the closing agent prior to delivery of the deed by the Seller to the Buyer.

18. Certificate of Occupancy:

If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Buyer understands that the Seller requires the Certificate of Occupancy to be obtained by the Buyer at the Buyer's sole cost and expense. The Buyer shall make application for all required Certificates of Occupancy within ten (10) calendar days of the Effective Date. The Buyer shall not have the right to delay the closing due to the Buyer's failure or inability to obtain any required Certificate of Occupancy. Failure of the Buyer to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement and shall entitle Seller to retain any earnest money deposited by Buyer exercise its remedies under Section 24 of this Addendum.

19. Delivery of Possession of Property:

The Seller shall deliver possession of the Property to the Buyer at closing and funding of the sale; provided, however, that the delivery of possession shall be subject to the rights of any tenants or parties in possession and Seller shall not be required to bring any action to evict, relocate or dispossess any tenant or party in possession subsequent to or after the closing. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and funding without the prior written consent of the Seller, then: (A) such event shall constitute a material breach by the Buyer under the Agreement; (B) the Seller may terminate the Agreement; (C) the Buyer shall be liable to the Seller for all Claims caused by any such alteration or occupation of the Property prior to closing and funding; and (D) Buyer waives all Claims for improvements made by the Buyer to the Property including, but not limited to, any Claims for unjust enrichment.

20. Deed:

The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title that grantor may have and that grantor will only defend title against persons claiming by, through or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quitclaim or Bargain and Sale Deed). Any reference to the term "deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.

Buyer (initials)

RL DS

Seller (initials)

DS



21. Defects in Title:

If the Buyer raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Buyer. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the closing date set forth in the Agreement, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Buyer shall perform pursuant to the terms set forth in the Agreement. The Seller is not obligated to (A) remove any exception, (B) bring any action or proceeding or bear any expense in order to convey title to the Property or (C) make the title marketable or insurable. Any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Buyer acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagor's right of redemption. In the event the Seller is not able to (A) make the title insurable or correct all title problems or (B) obtain title insurance for the Property from a reputable title insurance company, either Party may terminate the Agreement and any earnest money deposit will be returned to the Buyer as the Buyer's sole remedy at law or equity and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

22. Representations and Warranties:

In addition to Buyer's representations and warranties made elsewhere herein, such as those found in Section 14 of this Addendum, the Buyer represents and warrants to the Seller the following:

- (a) The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns, including, but not limited to, any information provided on any brochures or websites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service;
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof;
- (c) The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality or workmanship of any repairs made by the Seller;
- (d) The Buyer will not occupy, or cause or permit others to occupy, the Property prior to closing and receipt of the closing funds due to Seller, and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property after closing.

23. Conditions to the Seller's Performance:

The Seller shall have the right, at the Seller's sole discretion, to extend the Closing Date or to terminate the Agreement if:

- (a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) the Seller determines that it is unable or it is economically not feasible to convey good and marketable title to the Property insurable by a reputable title insurance company at regular rates;
- (c) a third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing lender or any other party release the servicing of or repurchase such loan or the Property;

Buyer (Initials) RL DS  
 Seller (Initials) [Signature]

- (d) full payment of any Property, fire or hazard insurance claim is not confirmed prior to the Closing Date;
- (e) any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal to purchase the Property;
- (f) the Buyer is the former mortgagor of the Property whose interest was foreclosed or is related to or affiliated in any way with the former mortgagor, and the Buyer has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute a material breach under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or
- (g) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Buyer, or any related transactions, are in any way associated with illegal activity of any kind.

In the event the Seller elects to terminate the Agreement as a result of (a), (b), (c), (d), (e) or (g) above, the Seller shall return the Buyer's earnest money deposit and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

24. Seller's Remedies for Buyer's Default:

In the event of Buyer's material breach or material misrepresentation of any fact under the terms of the Agreement, (1) the Seller, at its option, may terminate the Agreement and retain the earnest money deposit and any other funds then paid by the Buyer as liquidated damages and/or invoke any other remedy expressly set out in the Agreement or available under applicable law, (2) the Seller is automatically released from the obligation to sell the Property to the Buyer and (3) Seller and the Indemnified Parties shall not be liable to the Buyer for any Claims arising out of or relating in any way to the Seller's failure to sell and convey the Property to Buyer. Upon termination of the Agreement under this Section 24, the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

25. Indemnification:

The Buyer agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, brokers, predecessors, successors and assigns ("Indemnified Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs and reasonable costs of investigation, litigation and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death and/or damages of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("Claims") arising from, in connection with, or in any way relating to:

- (a) inspections or repairs made by the Buyer or its agents, representatives, brokers, employees, contractors, successors or assigns;
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from the Buyer's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) claims for amounts due and owed by the Seller for real Property taxes, homeowner's association dues or assessment, or any other items prorated at closing under Section 16 of this Addendum, including any penalty or interest and other charges, arising from the proration of such amounts for which the Buyer received a credit at closing under Section 16 of this Addendum;
- (d) the Buyer or the Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required Certificates of Occupancy; or
- (e) The Buyer's breach of or failure to comply fully with any provision in the Agreement.

Buyer (initials)

RL

Seller (initials)

DS  
P



26. Risk of Loss:

In the event of fire, destruction, or other casualty loss to the Property after the Seller's acceptance of the Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement and, upon termination, the earnest money deposit shall be returned to Buyer unless such fire, destruction or other casualty loss is the result of actions by Buyer or its agents at the Property. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition at the purchase price provided in Section 3 herein with no reduction for such loss or (b) terminate the Agreement and receive a refund of any earnest money deposit. Upon termination of the Agreement under this Section 26, the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

27. Eminent Domain:

In the event that the Seller's interest in the Property or any part thereof shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and the earnest money deposit shall be returned to the Buyer and neither Party shall have any further rights or liabilities hereunder, except as provided in Section 29 of this Addendum.

28. Keys:

Buyer is aware that the Property may be on a master key system. Buyer is encouraged to rekey the Property after closing. Buyer agrees to hold Seller and the Indemnified Parties harmless for any Claims relating in any way to any theft or damage of personal Property that occurs after the Closing Date.

29. Survival:

Delivery of the deed to the Property to the Buyer or the Closing Agent, as applicable, by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, the provisions of Sections 1, 12, 13, 14, 16, 18, 19, 22, 24, 25, 26, 27, 29, 32, 40, 42, 43 and 46 of this Addendum, as well as any other provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

30. Title and Closing:

The providers of title and escrow/closing services shall be designated by Seller, unless notified at or before Seller's Contract execution. Seller shall pay the policy premium for a state-specific standard owners policy of title insurance (without endorsements) issued by or on behalf of Seller's designated Title Company. Buyer is hereby notified that Landsafe Title Company is an affiliate of Seller. The Buyer may select his or her own closing agent and/or title company, thereby waiving Seller's Agreement to pay the premium for a state-specific standard owners policy of title insurance, which the Buyer would then be responsible for paying. If Buyer elects to select a different closing agent/title company, Buyer must provide the closing agent information via the Bank Real Estate Purchase Addendum or state-specific addendum as required. An amendment to the Agreement is required when the Bank Real Estate Purchase Addendum has already been executed.

31. Severability:

If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

Buyer (Initials) KL DS  
 Seller (Initials) P



32. Termination of Agreement:

If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement pursuant to Section 29 of this Addendum.

33. Assignment of Agreement:

The Buyer shall not assign the Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.

34. Modification and Waiver:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

35. Rights of Others:

The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

36. Counterparts and Facsimile:

The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine and authentic as an originally signed Agreement for all purposes, including all matters of evidence and the "best evidence" rule.

37. Headings:

The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.

38. Gender:

Unless the context otherwise requires, singular nouns and pronouns when used herein shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

39. Force Majeure:

Except as provided in Section 26 to this Addendum, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

40. Attorney Review:

The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal

Buyer (Initials) RL  
Seller (Initials) DS

effect of the provisions of the Agreement.

41. Notices:

Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received (or refused) in the case of hand or overnight delivery or by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first-class mail, postage-paid. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney at the address or fax number shown below. All notices to the Buyer shall be deemed delivered, received and effective when sent to the Buyer or the Buyer's attorney or agent at the address or fax number shown below by one of the methods of delivery described herein.

42. Dispute Resolution:

At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to arbitration or court action. Mediation fees shall be divided equally and each Party shall bear his or its own attorney's fees and costs. Neither Party may require binding arbitration prior to commencement of court action, although the parties may mutually agree to such arbitration.

43. Effect of Addendum:

This Real Estate Purchase Addendum amends and supplements the contract and, if applicable, escrow instructions. In the event there is any conflict between this Addendum and the contract or escrow instructions or notice of other documents attached and made a part of the Agreement, the terms of this Addendum take precedence and shall prevail, except as otherwise provided by applicable law. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement.

44. Initials:

Buyer and Seller agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. For emphasis some sections or provisions in the Agreement contain a place for Buyer and/or Seller to separately initial, but the failure by Buyer or Seller to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.

45. Entire Agreement:

The Agreement (including any disclosure of information on lead-based paint or hazards, and other disclosure forms or notices required by law to be provided to Buyer) constitutes the entire Agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants and Agreements. Further, Buyer and Seller represent that there are no oral or other written Agreements between the Parties. All negotiations are merged into the Agreement, and no oral or written, express or implied, promises, representations, warranties, covenants, understandings, communications, Agreements or information made or provided by the Seller or Seller's employees, agents, representative or brokers, including, but not limited to any information on Seller's or Seller's agent or broker's websites, sales brochures or on the Multiple Listing Service shall be deemed valid or binding upon the Seller unless expressly included in the Agreement.

46. Attorneys' Fees, Court Costs and Legal Expenses:

In any action, proceeding or arbitration arising out of, brought under or relating to the terms or enforceability of the Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable attorneys' fees, costs and expenses incurred in such action, proceeding or arbitration.

Buyer (Initials) RL DS

Seller (Initials) [Signature]

REO # 00991099

IN WITNESS WHEREOF, the Buyer and the Seller have entered into the Agreement effective as of the date it is executed by Seller as set forth below.

BUYER (S):

Signature: Randolph Lucas  
Date: 3/21/13  
Print Name: Randolph Lucas  
Address: 309 W. Main St.  
Benson, NC 27504  
Telephone: 919-622-7502  
Fax: \_\_\_\_\_

BUYER (S):

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

BUYER'S AGENT:

Name: Janet Parker  
Address: 535 Mary McCall Rd.  
Stedman NC 28391  
Telephone: 9193691671  
Fax: NA

SELLER:

Bank of America, NA, As Agent in Fact for:

DocuSigned by: Ryan C. Romano  
By: RYAN 8744A35EDC56044ANO  
Title: AVP; Asset Manager  
Date: 4/2/2013

SELLER'S AGENT:

Name: JAMES LITTLE  
Address: 304 West Broad Street  
Dunn NC 28335  
Telephone: 9108928868  
Fax: 9108922518

Buyer (Initials) RL  
Seller (Initials) DS  
[Signature]



REO # 00991099

BUYER'S ATTORNEY:

Name: Hampton Whittington  
Address: 207 E. Main St.  
Benson, NC 27504  
Telephone: 919-894-8565  
Fax: 919-894-1198  
E-mail: ahw@nowlaw.com  
CLOSER:

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

BANK OF AMERICA CLOSING CONTACT:

Escrow/Closing Officer Name: TBD  
Escrow/Closing Officer Phone No.: \_\_\_\_\_  
Escrow/Closing Asst Name: \_\_\_\_\_  
Escrow/Closing Asst. Phone No.: \_\_\_\_\_

SELLER'S ATTORNEY:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

TITLE COMPANY:

Company Name: LPS Default Title  
Contact Person: L PS DEFAULT TITLE/C  
Telephone: 7142477000  
Fax: \_\_\_\_\_

Buyer (initials) RL DS  
Seller (initials) [Signature]



**WATER DAMAGE, TOXIC MOLD & ENVIRONMENTAL DISCLOSURE, RELEASE  
AND INDEMNIFICATION AGREEMENT**

The undersigned parties to a purchase contract dated 2/27/13, for the purchase of the property and the improvements commonly known as  
30 ATLANTIC AVENUE BENSON NC 27504  
 (the "Property") between Randolph Lucas ("Buyer")  
 and Bank of America, N.A. ("Seller"), acknowledge and agree as follows:

Seller hereby advises Buyer that the Property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated with mildew, mold, and/or other microscopic organisms. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and that individuals with immune system deficiencies, infants, children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure.

Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Sellers that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property.

Buyer also acknowledges that Buyer is buying the Property AS-IS. Buyer represents and warrants to Seller that Buyer has made (or will make before closing on the purchase of the Property) his/her own inspection and evaluation of the Property to Buyer's complete satisfaction, and Buyer accepts the Property AS-IS at the time of closing. Buyer is electing to purchase the Property from Seller in an AS-IS condition with full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that Buyer could incur as the owner of the Property for claims, losses, and damages arising out of any toxic mold contamination, and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures.

Buyer understands and acknowledges that the Property was acquired by Seller through foreclosure, deed-in-lieu of foreclosure, or similar process, that Seller has never occupied the Property, and that Seller has little or no direct knowledge regarding the condition of the Property. Buyer further acknowledges that Seller has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state, or federal environmental or other laws, statutes, regulations, rules, ordinance.



REO # 00991099

codes, or standards ("Laws"). Buyer hereby agrees not to pursue any claims, losses, or damages, against Seller, or Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, Buyer, for himself/herself, and for all Buyer's invitees, agents, heirs, executors, devisees, and assigns hereby forever waives and fully releases Seller, and Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including but not limited to, the existence of toxic mold, and/or any other environmental hazards or conditions on the Property ("Claims").

Buyer also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims.

BUYER:



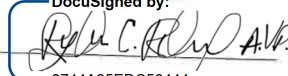
Dated: 3-21-2013

SELLER:

Bank of America, N.A.

DocuSigned by:

By:



Title:

8744A35EDC56444...  
AVP; Asset Manager

Dated: 4/2/2013

RED# 00991099

**OFFER TO PURCHASE AND CONTRACT**

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

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

**1. TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Owner of Record

(b) "Buyer": Randolph Lucas

(c) "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. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 30 Atlantic Avenue

City: Benson Zip: 27504

County: Johnston, North Carolina

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

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 73, Block/Section \_\_\_\_\_, Subdivision/Condominium Boardwalk Place  
as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: \_\_\_\_\_

Other description: \_\_\_\_\_

Some or all of the Property may be described in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_

(d) "Purchase Price": 75,000.00

\$ 75,000.00

\$ 1,000.00

\$ \_\_\_\_\_

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paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named

in Paragraph 1(f) ☒ with this offer OR ☐ delivered within five (5) days of the

Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check

☐ wire transfer

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow

Agent named in Paragraph 1(f) by cash or immediately available funds such as

official bank check or wire transfer to be delivered to Escrow Agent no later than

\_\_\_\_\_, TIME

**BEING OF THE ESSENCE** with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on

the existing loan(s) secured by a deed of trust on the Property in accordance with the

attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing

Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction

Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be

paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, 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 good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

Page 1 of 10



This form jointly approved by:

North Carolina Bar Association

North Carolina Association of REALTORS, Inc.

Buyer initials \_\_\_\_\_

Seller initials \_\_\_\_\_



**STANDARD FORM 2-T**

Revised 10/2012

© 10/2012



(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): James Little Real Estate

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney 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 THE EARNEST MONEY DEPOSIT 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.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(l) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 4/15/13 TIME BEING OF THE ESSENCE with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on 5/3/13 5/3/13 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials [Signature] Seller initials [Signature]



(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

**"Proposed Special Assessment"**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

**"Confirmed Special Assessment"**: A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **FIXTURES**: The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke/carbon monoxide/alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including contents, if any, as of Settlement, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment and any other items attached or affixed to the Property, EXCEPT the following items which are leased or not owned by Seller or which Seller does not intend to convey: N/A

Seller shall repair any damage caused by removal of any items excepted above.

(NOTE: Seller and Buyer should confirm whether fuel tanks, antennas, satellite dishes and receivers, alarm systems, and other items listed above are leased or not owned by Seller and should be entered in the blank above.)

3. **PERSONAL PROPERTY**: The following personal property shall be transferred to Buyer at no value at Closing: \_\_\_\_\_

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

#### 4. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan**: During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.



(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(c) **Repair/Improvement Negotiations/Agreement:** The parties acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

**NOTE:** See Paragraph 8(b) Access to Property/Walk-Through Inspection and Paragraph 8(k) Negotiated Repairs/Improvements.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** 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 indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**WARNING:** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

*AL*

*DS*

**5. BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer ☐ does ☒ does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of N/A plus any financed VA Funding Fee or FHA MIP for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ does ☒ does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

**NOTE:** If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Property Disclosure** (check only one):

☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): ENCLOSURE

**6. BUYER OBLIGATIONS:**

(a) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement.

(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

**7. SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

☐ has owned the Property for at least one year.

☒ has owned the Property for less than one year.

☐ does not yet own the Property.

(b) **Primary Residence:** Seller represents that the Property ☐ is or ☒ is not Seller's primary residence.

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

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum (Standard Form 2A9-T)).

Buyer initials AL

Seller initials DS

DS



(d) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None

(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

The name, address and telephone number of the president of the owners' association or the association manager is: NA

Owners' association website address, if any: \_\_\_\_\_

The name, address and telephone number of the president of the owners' association or the association manager is: NA

Owners' association website address, if any: \_\_\_\_\_

**(f) OIL AND GAS RIGHTS DISCLOSURE:**

Oil and gas rights can be severed from the title to real property by conveyance (deed) of the oil and gas rights from the owner or by reservation of the oil and gas rights by the owner. If oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of oil and gas rights, Seller makes the following disclosures:

- |                             |  |  |
|-----------------------------|--|--|
| <u>RL</u><br>Buyer Initials | 1. Oil and gas rights were severed from the property by a previous owner.                                | Yes <input type="checkbox"/> No <input type="checkbox"/> No Representation <input checked="" type="checkbox"/> |
| <u>RL</u><br>Buyer Initials | 2. Seller has severed the oil and gas rights from the property.  | Yes <input type="checkbox"/> No <input type="checkbox"/>   |
| <u>RL</u><br>Buyer Initials | 3. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer. | Yes <input type="checkbox"/> No <input type="checkbox"/>   |

**8. SELLER OBLIGATIONS:**

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit and indemnification agreement 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 as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement 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.

(e) **Payment and Satisfaction of Liens:** 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.

(f) **Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances and defects 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 restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A.14-T) as an addendum to this Contract.

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: Randolph County, NC

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

**NOTE:** Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

**9. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:



- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

**10. HOME WARRANTY:** Select one of the following:

- ☒ No home warranty is to be provided by Seller.
- ☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ and Seller agrees to pay for it at Settlement.
- ☐ Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

**11. CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

**12. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**13. DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date, or to further extend the Settlement Date by written agreement, 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.

**14. POSSESSION:** Possession, including all means of access to the Property (keys, codes, garage door openers, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

**15. OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. **NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)  |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)                             | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)      |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input checked="" type="checkbox"/> OTHER: <u>Seller Addendum</u>                          |   |



16. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. **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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

19. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections 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.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

23. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: 2/27/2013  
Buyer [Signature] (SEAL)

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Buyer \_\_\_\_\_ (SEAL)

Date: 4/2/2013

Seller [Signature] (SEAL)

Date: \_\_\_\_\_

Seller \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Seller \_\_\_\_\_ (SEAL)

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: 309 W. Main St.  
Benson, NC 27504  
Buyer Fax#:   
Buyer E-mail: 919-622-7502

SELLER NOTICE ADDRESS:

Mailing Address: 400 National Way, Simi Valley, CA. 93065  
Seller Fax#: N/A  
Seller E-mail: ryan.romano@bankofamerica.com

SELLING AGENT NOTICE ADDRESS:

Firm Name: Hubbard Parker Realty, LLC  
Acting as ☒ Buyer's Agent ☐ Seller's (sub) Agent ☐ Dual Agent  
Mailing Address: 535 Mary McCall Rd.  
Stedman, NC 28391  
Individual Selling Agent: Janet Parker  
☐ Acting as a Designated Dual Agent (check only if applicable)  
License #: 166567  
Selling Agent Phone#: 919-364-1841  
Selling Agent Fax#: NA  
Selling Agent E-mail: janetparker007@gmail.com

LISTING AGENT NOTICE ADDRESS:

Firm Name: James Little Real Estate, Inc.  
Acting as ☒ Seller's Agent ☐ Dual Agent  
Mailing Address: 304 W. Broad St.  
Dunn, NC 28334  
Individual Listing Agent: James Little  
☐ Acting as a Designated Dual Agent (check only if applicable)  
License #: 54208  
Listing Agent Phone#: 910-892-6868  
Listing Agent Fax#: 910-892-2518  
Listing Agent E-mail: info@jameslittle realestate.com

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Property: 30 Atlantic Ave., Benson  
Seller: Bank of America, N.A.  
Buyer: Randolph Lucas

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 2/27/13

Firm: James Little Real Estate  
By: Kelly Thompson  
(Signature)  
Kelly Thompson  
(Print name)

REO # 00991099

**Bank of America, N.A.**

**Lead-Based Paint and Lead-Based Paint Hazards Disclosure,  
Acknowledgement and Addendum**

The following terms and conditions are in addition to the Bank of America, N.A. Real Estate Purchase Addendum and State Residential Purchase Agreement/Contract, for the Property known as

30 ATLANTIC AVENUE BENSON NC 27504  
("Property") in which Randolph Lucas is referred to as  
"Buyer(s)" and Bank of America, N.A. is referred to as "Seller".

**Lead Warning Statement:**

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

**Seller Disclosure:**

The Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process therefore the Seller has no knowledge, records or reports pertaining to lead-based paint and/or lead based-paint hazards located in the Property.

**Inspection Timeframes:**

Buyer (s) have 10 days from contract execution to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

**Repairs, Renovation and Painting Rule:**

All contractors and maintenance professionals repairing or painting dwellings built prior to 1978 must be certified and follow the EPA protective work practice standards.

**References:**

Buyer (s) can visit the United States Environmental Protection Agency (EPA) at [www.epa.gov/lead](http://www.epa.gov/lead) for facts related to lead-based paint and/or lead based paint hazards.

**Certification of Accuracy:**

The Property \_\_\_\_\_ was built **PRIOR** to 1978 or ☒ was built **AFTER** 1978

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

DocuSigned by:

Seller Randolph Lucas Date 4/2/2013  
Buyer Randolph Lucas Date 3/21/13

Buyer James P. Bitts Date 3/21/13  
Buyers Agent James P. Bitts Date 3/21/13



REO # 00991099

## Bank of America, N.A. Buyer's Acknowledgment and Disclosure

BUYER(S) is/are buying the property known as: Property Address:

30 ATLANTIC AVENUE

BENSON

NC

27504

Buyer(s) understand(s) and acknowledge(s) that the following persons are prohibited from purchasing the Property, directly, indirectly or through a family member, household member or an interest in a partnership, corporation, joint venture, trust or other entity:

1. Officers, employees, or directors of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies;
2. A spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee; and
3. Home Transition Services (HTS) agents, brokers, appraisers, attorneys, trustees, employees of representatives and vendors (including but not limited to property inspection companies, property preservation companies, title companies) of Bank of America, N.A., its parents, subsidiaries, or affiliated companies.

Buyer(s) hereby certifies/certify that:

I/we am/are not an officer, employee, or director of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies.

I/we am/are not a spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee.

I/we am/are not an HTS agent, broker, appraiser, attorney, trustee, employee of any representative or vendor (including but not limited to a property inspection company, property preservation company, or title company) of Bank, its parents, subsidiaries, or affiliated companies.

This certification is made to the Seller in connection with the closing of the sale of the Property to the Buyer(s) under the purchase and sale agreement dated 2/27/13 between Seller and Buyer/Buyers, as a material inducement to the Seller and Bank to proceed with the short sale, and it may be relied upon by the Seller or Bank and their respective affiliates, agents, representatives, and successors and assigns.

Randolph

Lucas

Buyer's Name

Buyer's Signature

Date

Buyer's Name

Buyer's Signature

Date

1871062

Pending

Residential

LP: \$ 80,500



Special Conditions: REO/Lender Owned

30 ATLANTIC Avenue

Benson, NC 27504 (City limits of: Benson)

Media: 7 VT: No

Subdivision: Boardwalk Place

Seller's Name:

Yr Blt: 2007

Nbrhd:

Area/Sub: 325/K

List Type: ER

SP:

Closed Dt:

### School Information

Elementary 1: Johnston - Benson

Middle 1: Johnston - Benson

High 1: Johnston - S Johnston

Elementary 2:

Middle 2:

High 2:

Directions: FROM McGEES XRDS TAKE 50 HWY TO BENSON. AFTER YOU PASS SCHOOL ON LEFT, TURN LEFT ON LINCOLN , LEFT ON BOARDWALK, RIGHT ONTO ATLANTIC. PROPERTY AT END OF STREET ON CUL-D-SAC.

TMLS

Remarks: You will be amazed at the room in this great 4 bedroom, 2 bath bungalow located on a quiet cul-d-sac! Ready to move in! Conveniently located close to I-40/I-95.

### Rooms / SqFt Information

Living Area	Above Grade: 1295	Below Grade: 0	Total: 1295
Other Area	Above Grade: 0	Below Grade: 0	Total: 0
# Rooms: 7	Beds: 4	Full Baths: 2	Half Baths: 0

#### Living Area-Room Dim/Levels

Entry Hall:	Office/Study:	Master BR:	Bedroom 5:
Living:	Kitchen:	Bedroom 2:	Utility:
Dining:	Breakfast:	Bedroom 3:	Bonus:
Family:		Bedroom 4:	

#### Other Area-Room Dim/Levels

Garage:	Storage:	Patio:	Scrnd Porch:
Carport:	Porch:	Deck:	

### General Information

Lot Dim: 25X19X28X235X202X266	Lot #: 73	Appx Acres: 0.72	Foundation: CRAWL	Zoning:
New Construction: No	Framed:	Est Fin Date:	Restrictive Covenants: Y	
Builders Name:			HUD Compliant Senior Housing:	
HOA Mgmt: NA	HOA Fees 1: \$0		Ownership:	Primary Residence:
	HOA Fees 2: \$0			

### Financing and Taxes

Tax Value: \$112,300	Tax Rate: 1.3100	TM/BK/PAR/LT or Deed Page:
Financial Comments:		
Legal Desc: L72 BOARDWALK PL 59/127 1630	Pin #: 01E090320	

### Features

Design: One Story	Exterior Features:
Property Type: Detached	
Construction Type: Site built (Stick)	
Acres: .51-.75 Acres	
Exterior Vinyl	
Finish:	
Roof: Shingle	Style: Bungalow
A/C: Heat Pump	Basement
Fuel-Heat: Electric	Desc:
Fireplace None	
Desc:	
Lot Desc: Cul-De-Sac	
Fees None Known	
Include:	
Assumption: No Assumption	
Other	
Rooms:	

Style: Bungalow  
Basement  
Desc:  
  
Flooring: Carpet, Vinyl  
Heating: Heat Pump  
Water Heater: Electric  
Water/Sewer: City Sewer, City Water  
Parking: DW/Concrete  
Financing: New Needed  
Dining: Kitchen/Dining Room  
Washer/Dryer Closet  
Loc:  
Interior  
Features:

Equip

Accessibility:

Green

Green Certs:

Green Building HERS Rating:

### Showing Instructions

Show Instruct: , Combo LB, Vacant

List Agent: R13358/ Ann Little

List Office: 3222 / James Little R.E., Inc./GMAC

Co List Agent: R13357 / James Little

Comm to Buy Agt: 3/ %/ N

List Type: ER-Exclusive Right

Agent Phone: 919-207-8388

Office Phone: 910-892-6868

CoList Agent Ph: 910-892-6868

Comm to Sub Agt: 3/ %/ N

Possession: ATC

Agent Appt Ph: 919-595-8989

CoList Appt Ph: 919-595-8989

LADOM: 52 CDOM: 52

PE: No



### Waterfront

**Waterfront Type:**

**Waterfront Access:**

**Water Body Name:**

**Approx Ft of Water Frontage:**

**Waterfront Characteristics:**

### Comparable Information

**Sale Agent:** R17783 / Janet Parker

**SA Phone:** 919-369-1871

**Terms:**

**Sale Office:** 1803 / Hubbard & Parker Realty LLC

**SO Phone:** 910-488-8932

**Sold Price:**

**Pending Date:** 03/21/2013

**Est Closing Dt:** 05/03/2013

**Sold Dt:**

**Selling Info:**

**Financial Concessions (CC):**

**Other Concessions:**

**Special Circumstances:**

### Agent Only Remarks

Prequalification for all financed offers. PROOF OF FUNDS LETTER FOR CASH SALES. Bank of America, N.A. employees and employees' household members of the Bank are prohibited from purchasing this property, whether directly or indirectly."

\*\*Copyright: 2001-2013 by Triangle MLS, Inc.\*\*

**\*\*Information deemed RELIABLE but not GUARANTEED\*\***

Date: 03/25/2013

## Certificate of Completion

Envelope Number: 7F5F512519C14DFF96D31DBC733F34CA		Status: Completed
Subject: REO 991099 - BAC PA (1); State (1); State (2-9); State (10); MLS; LBP; BAC PA (2-17); BAC M (2); BAC		
Source Envelope:		
Document Pages: 33	Signatures: 4	Envelope Originator:
Certificate Pages: 1	Initials: 25	Ryan Romano
AutoNav: Enabled		100 N. Tryon St
Envelopeld Stamping: Disabled		Charlotte, NC 28255
		ryan.romano@bankofamerica.com
		IP Address: 171.159.64.10


## Record Tracking

Status: Original	Holder: Ryan Romano	Location: DocuSign
4/2/2013 7:18:26 AM PT	ryan.romano@bankofamerica.com	

## Signer Events

Ryan Romano  
ryan.romano@bankofamerica.com  
AVP; Asset Manager  
Bank of America - Real Estate Management  
Security Level: Email, Account Authentication (None)  
Consumer Disclosure:  
Not Offered  
ID:

## Signature

DocuSigned by:  
  
8744A35EDC56444...  
Using IP Address: 171.159.64.10

## Timestamp

Sent: 4/2/2013 7:23:48 AM PT  
Delivered: 4/2/2013 7:23:54 AM PT  
Signed: 4/2/2013 7:30:06 AM PT  
Freeform Signing

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	4/2/2013 7:23:48 AM PT
Certified Delivered	Security Checked	4/2/2013 7:23:54 AM PT
Signing Complete	Security Checked	4/2/2013 7:30:06 AM PT
Completed	Security Checked	4/2/2013 7:30:06 AM PT