

BidderNumber _____

Deposit Taken By _____ Returned By _____



Bid Deposit Check Number _____

REGISTRATION CONTRACT

IMPORTANT - READ CAREFULLY. ALL SALES WILL BE CONSIDERED SOLD AND FINAL

ALL BIDS ARE SUBJECT TO A 10% BUYER'S PREMIUM. The buyer's premium is added to the winning bid and is payable as part of the total purchase price.

LIVE AUCTION
916 & 844 Youngs Road, Southern Pines, NC 28387

February 16, 2012 2:00 p.m. EDT

BE PREPARED TO BID AND BUY.

TERMS OF SALE – DEFINITIONS:

Auction Property Owner is auctioning for sale the property commonly referred to as 916 Youngs Road & 844 Youngs Road, Southern Pines, NC 28387 – County of Moore, McNeills Township, and LRK Numbers #20000278, #20000279, #20000280; Further herein Owner is referred to as "Seller".

Live Auction is the sequential calling or taking of bids by the Auctioneer, Nicholas Varzos, from the audience of Registered Bidders conducted at the Auction Property.

Auctioneer is Nicholas Varzos, herein referred to as Auctioneer who holds licenses issued by the appropriate cities and municipalities. Further in the State of North Carolina he holds Auctioneer License # 9336.

Registered Bidders are all persons who complete, sign, and acknowledge acceptance of this Registration Contract (the "Contract") and any other terms of the Auction as established by the Auctioneer, and who present at the time of registration and prior to bidding an Initial Deposit of twenty-five thousand dollars (\$25,000). Registered Bidders are referred to as "Bidders".

Initial Deposit is CASH OR CASH EQUIVALENT INSTRUMENT earnest money, in the amount of twenty-five thousand dollars (\$25,000) payable to himself, the Title Company, or the Auctioneer. It must be delivered to the Auctioneer at the time of registration and in all cases before the Auctioneer's first call for bids. The Winning Bidder agrees to forfeit all claims to the Initial Deposit for the particular Auction Property won upon announcement by Auctioneer of the Winning Bidder's identity. The Initial Deposit shall be credited towards the Winning Bidder's purchase payment. At that moment, the Initial Deposit will become non-refundable.

Additional Cash Deposit is that amount equal to ten percent (10%) of the Hammer Price less the twenty-five thousand dollars (\$25,000) Initial Deposit. The Additional Cash Deposit must be deposited into escrow within twenty-four hours (24 hours) of the announcement of the Winning Bidder's identity by the Auctioneer.



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Hammer Price is the amount of the Winning Bidder's highest and final bid as cried "SOLD!" by the Auctioneer at the conclusion of the Auction.

Buyer's Premium is ten percent (10%) of the Hammer Price and is added to the Hammer Price which constitutes the Total Purchase Price of the Auction Property.

Balance of Cash Payment is the amount needed to close, not including closing costs.

Closing shall be on or before March 20, 2012, or as otherwise set forth in the Purchase Agreement.

Calendar Day includes Saturdays, Sundays and legal holidays.

Total Purchase Price is the Hammer Price of the Winning Bidder plus the Buyer's Premium.

Sealed Bids – Absentee Bidders shall be qualified Registered Bidders who submit qualified Sealed Bids including the Initial Deposit and all auction registration paperwork, signed and delivered prior to the Auctioneer's first call for bids at the Live Auction. The Auctioneer, at his sole discretion, may accept or reject any Absentee Bidder's Sealed Bid.

Winning Bidder will be declared solely by the Auctioneer. The Winning Bidder may be the highest final Bidder's Amount at the Live Auction, the highest qualified Sealed Bid as solely disclosed by the Auctioneer immediately following the Live Auction, or the highest final Bidder's amount submitted by a qualified Registered Bidder from the internet during the Live Auction to be held at the Auction Property.

Purchase Agreement means the Auction Real Estate Purchase and Sales Agreement provided to the undersigned Registered Bidder with this Auction Contract, the receipt and approval of which the undersigned acknowledges by his signature below.

Purpose of the Auction is to sell the Auction Property to the highest final Bidder on behalf of the Seller.

Highest bid may be determined by any of the following mechanisms:

- 1) **Live Auction**, called verbally before duly Registered Bidders at the Auction Property, by the Auctioneer. Note: All claims, protestations, arguments, conflicts, disputes, or similar will be subject to the final and sole decision of the Auctioneer. No bids shall be accepted for any reason prior to the start of the Auction on February 16, 2012 at 2:15pm EDT.
- 2) **Absentee Auction**, by Sealed Bid, submitted from duly Registered Bidders, prior to the start or opening of the Live Auction called verbally by Auctioneer.
- 3) **Webcast** – live internet Auction Room bidding, telephone and cable-TV, by duly Registered Bidders, approved prior to the start or opening of the Live Auction called verbally by the Auctioneer.



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NOTE: The highest bid submitted on a timely basis, as decided by the Auctioneer, shall be the winning bid. The Winning Bidder shall also be known as the Buyer. The Buyer has specific obligations to timely execute the Purchase Agreement and timely deliver the Additional Cash Deposit and the Balance of the Cash Payment herein described.

It is the purpose of this Auction to sell the Property, for the highest price attainable in a competitive bidding arena.

At the end of the Live Auction, as called verbally by the Auctioneer on February 16, 2012, any Sealed Bids submitted by Absentee Bidders for such Auction Property shall then be opened. Upon reviewing the Sealed Bids, Auctioneer shall announce the apparent highest qualified bidder to become the Buyers of the particular Auction Property upon full cash payment of the bid offer within the time herein noted.

Should the highest Bidder fail to execute the Purchase Agreement or deliver the Additional Cash Deposit or the Balance of the Cash Payment as required herein, or fail in any way to perform any other purchase and payment obligation of his bid, then the second highest bidder, as determined by the Auctioneer, and subject to the Seller's sole approval, shall become the new Buyer of the Seller's Auction Property, subject to their ability to execute the Purchase Agreement and pay the full cash payment of their offered bid within the herein noted time. Such second highest bidder shall execute a Purchase Agreement and Back-Up Addendum as required herein.

Further, highest winning bidder instructs and directs Title Company to release any and all deposits to Seller and Auctioneer should highest bidder fail to fulfill the terms of Auction purchase for any reason. Highest bidder holds Auctioneer, Seller, and Title Company harmless for the release of such deposit monies delivered to Seller and or Auctioneer.

Winning Bid shall be the Amount cried "Sold" as the Hammer Price by the Auctioneer, or disclosed by the Auctioneer after reviewing the sealed and duly registered Absentee Bids.

All sales herein are considered final and binding upon the Buyer. The total Purchase Price of the Auction Property is NOT contingent on any terms of fulfillment by the Seller other than the delivery of marketable title to the Buyer as described herein.

The Auction Property is to be **SOLD AS-IS, WHERE IS** and **WITH ALL FAULTS, IF ANY**, except as may otherwise be set forth in the Purchase Agreement. Buyer represents and warrants that he has used due diligence to secure professional third party reports and physical inspections of the Auction Property, at Buyer's sole expense, relating to the condition, value, usefulness, size, aptness, correctness, fitness, terms, or description of the Auction Property, and **PRIOR TO BIDDING**.



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ADDITIONAL DEPOSIT AND EXECUTION OF PURCHASE AGREEMENT

Winning Bidders present at the Live Auction are to proceed to the contract area within twenty minutes (20) after the announcement cry of "SOLD" to sign the Purchase Agreement and any related purchase documents. If the Winning Bidder does not present himself to the contract area within twenty minutes (20) after the announcement cry of "SOLD" by the Auctioneer, the Winning Bidder may be subject to forfeiture of his Initial Deposit, subject to the Auctioneer's discretion.

Winning Bidders must deliver the Additional Deposit in immediately available funds to the Title Company prior to 2:00 p.m. (EST) on February 17, 2012. In the event the Winning Bidder fails to execute the Purchase Agreement or fails to deliver the Additional Deposit strictly in accordance with the terms of this Contract, the Winning Bidder forfeits all of his Initial Deposit of twenty-five thousand dollars (\$25,000), and Winning Bidder releases the Initial Deposit to the Seller and Auctioneer.

Winning bidder holds Title Company, Escrow, Auctioneer and Seller free from any claims or damages for such release. Seller is free to dispose of the Auction Property to the next highest Bidder or the person of Seller's choice.

The initial twenty-five thousand dollars (\$25,000) must be paid in CASH or CASH EQUIVALENT INSTRUMENT. Personal checks and Bank Credit Cards may only be allowed if pre-approved by Auctioneer.

PRORATION OF FEES:

The Buyer will be required to pay all typical closing costs associated with real property sales in Moore County, the State of North Carolina, pursuant to the provisions of the Purchase Agreement.

PURCHASE CONTRACTS

The Auction Property will be sold pursuant to the terms and conditions of this contract and the Purchase and Sales Agreement. Title to the Auction Property will be conveyed to the Buyer only after the entire purchase price has been paid in full. In the event any provision of this contract conflicts with the provision of the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement, once fully executed by Buyers and Seller shall prevail.

Buyers may NOT assign contracts to third parties.

CONDITIONS OF SALE

The highest bid shall be considered an agreement to buy and is final. Buyers acknowledge that the Auction Property is being sold at public auction, and is subject to all existing covenants, conditions, restrictions, reservations, easements, rights of way, assessments, zoning, Public Report Covenants, Home Owner Association Rules, and all other land use restrictions.



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Seller WARRANTS that:

- (1) Title to the Auction Property is merchantable
- (2) There are no monetary liens on the Auction Property other than assessments or bonds, if any.
- (3) There are no Trust Deeds on the Auction Property unless disclosed in this document or attachment.
- (4) Property tax bills, which become delinquent before or on the sale date, will be paid by the Seller. Property tax bills, which become delinquent after the sale date, will be the responsibility of the Buyer.

Seller DOES NOT WARRANT and assumes NO LIABILITY for any of the following:

- (1) Zoning, building codes, subdivision regulations, or any other land use restrictions. Local Planning Building Department and Safety Department or other professionals should be contacted.
- (2) Bonds for water, utilities, sewer and street improvements, association fees and/or any city or county assessments, which are to be assumed by the Buyer over and above the sales price.

Seller's warranties are limited to these expressed warranties. If at any time the Buyer discovers a breach of warranties, or any other breach by Seller, the Seller's liability shall be limited to:

- (1) Rescission and cancellation of the sale, and a refund of all monies paid towards the purchase, including fees, paid by the Buyer at the time of purchase, or
- (2) Seller has the option to cure the defect at Seller's expense. However, if the defect is covered by title insurance, the Buyer shall pursue the claim with the title insurer instead of the Seller. If the sale is rescinded after conveyance of the Auction Property to the Buyer, the Buyer shall execute and deliver a valid deed conveying title back to the Seller in the same condition in which it was received. Seller shall not be responsible for Buyer's incidental or consequential expenses. Warranty shall not extend to any third party.

Cancellation, withdrawal, or pre-Auction sale. Auctioneer, or Seller, may sell the property prior to Auction, cancel Auction, or change the terms of the Auction until 2:15 PM (EST) on February 16, 2012 without prior notification. Should this occur, all Bidders' deposits will be returned immediately. Bidders hold Auctioneer and Seller harmless from any costs or damages from such cancellation, withdrawal, or pre-Auction sale.

TRANSFER OF TITLE & ACCEPTANCE OF CC&R'S

The Seller warrants that title to the Auction Property is, on the date of sale, free of all recorded monetary liens except as disclosed in the title report made available by Seller to Bidders. By his signature below, the undersigned acknowledges receipt of any and all CC&R's and any and all Home Owner Association (HOA) Rules & Regulations for the Auction Property, and further acknowledges his approval of the title described therein. Seller is unaware of any HOA dues or any special assessments. In the event that a typographical error exists in the legal descriptions, Assessor's Parcel Numbers, or parcel size, the Seller may correct the error and proceed with the recording or re-recording.



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PROPERTY INSPECTION

Look before you buy! Prospective bidders are required to inspect the physical condition and investigate the suitability of the Auction Property prior to making a bid. Bidders must conduct and rely solely upon their own investigation of the Auction Property and not any information provided by the Seller, the Auctioneer, the Brokers or any third party. By his signature below, the undersigned acknowledges that he has investigated the physical and environmental conditions of the Auction Property and the operative and proposed governmental laws and regulations to which the Auction Property is or may be subject and shall accept the Auction Property, if a Winning Bidder, solely upon the basis of his review and investigation.

The undersigned assumes the risk that adverse physical and environmental conditions may not have been revealed by his own investigation. The undersigned further acknowledges that neither the Seller, Auctioneer nor any Broker, nor their agents and employees or other persons acting on their behalf, have made any representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, or zoning of the Auction Property upon which Bidder has relied directly or indirectly for any purpose, and any such warranty, except as may be set forth in the Purchase Agreement, is hereby disclaimed. Failure of a Buyer to be fully informed on the condition of the Auction Property will not constitute grounds for any claim adjustment or right to cancel sale.

All the information contained herein has been obtained from sources deemed reliable, but is not guaranteed, and may be incomplete or in error.

The Seller DOES NOT WARRANT the accuracy thereof. Auctioneer has made no independent investigation of any information provided, and assumes no responsibility for the providing of or absence of any information, whatsoever, or for the accuracy thereof. The Seller reserves the right to deny any person admittance to or expel anyone from the auction site for any reason, including: interference, nuisance, canvassing or solicitation.



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Release of Film/Image Rights: This Auction will be filmed and my signature below releases all rights to the use of my image in such filming and recordation.

THE UNDERSIGNED does hereby AGREE to ABIDE BY AND PERFORM IN ACCORDANCE WITH ALL TERMS OF THIS CONTRACT AND AUCTION as governed under the Laws of the State of North Carolina and statements of conditions herein. Further, if I/We are the Winning Bidder(s), I/We promise to comply with and be bound by the TERMS AND CONDITIONS OF SALE of the Auctioned Property as set forth in this Contract and in the Purchase Agreement, as well as any SPECIAL TERMS AND CONDITIONS OF SALE, as authorized by Moore County, and/or the Governor of the State of North Carolina.

February 16, 2012

PLEASE PRINT CLEARLY BELOW

Print Full Name of Bidder _____

Signature _____

Social Security or PIN - ID# **_(Last 4 Digits Only)** _____

Tel: _____ email _____

Mailing Address _____

City, State, Zip Code _____

Name of Buyer Broker/Agent (IF ANY- Must Be Present at Auction)

Name of Agent _____

Broker _____

Address _____

Tel: _____ email _____

