

Judicial Sale Addendum to Offer to Purchase and Contract

This Addendum amends and supplements the Offer to Purchase and Contract by and between Steven H. McFarlane, Commissioner, "Seller" and _____, "Buyer" as follows:

1. Private Sale. Buyer acknowledges that the sale is a private sale of property subject to court ordered supervision under N.C. Gen. Stat. § 1-339.33 et seq.
2. Closing Contingent Upon:
 - a. The expiration of a 10-day upset bid period
 - b. Receipt by Seller of an Order of Confirmation of Sale from the Court that ordered the sale.
3. Court Approval. All obligations of the Seller under this Agreement are expressly subject to the approval of the Warren County Clerk of Court. Seller has the obligation to seek the approval of the Court which includes submitting the contract for upset bidding.
4. Contractual Terms To Be Public: the terms of this contract will be made public record upon submission to the Clerk of Court for approval.
5. Personal Property. Seller shall have no obligation to remove any personal property, debris or trash from the subject property.
6. Commissioner's Deed. The deed conveying the property shall be a Commissioner's Deed, not a General Warranty Deed.
7. No Representation by Seller. The subject property is being sold as-is, where-is with no representations or warranties by Seller.
8. Intention to Convey Insurable Title and Remedy for Failure: Seller intends to convey marketable and insurable title to the subject property with legal access to a public right of way. Seller is acting as a Court-appointed official and is limited in its ability to provide warranties of title or correct title objections made by the Buyer. In the event Seller is unable to deliver marketable, insurable, fee simple title, the Buyer's sole remedy is a refund of deposits paid for Due Diligence and Earnest Money. Seller shall not be liable for Buyer's costs associated with due diligence, and no further remedies under the contract shall be available for Seller's inability to comply with Section 8 (g). Nothing in this paragraph removes the liabilities of a bidder or upset bidder under N.C. Gen. Stat. § 1-339.36.
9. Control Clause. To the extent of any conflict between this addendum and the Offer to Purchase and Contract, this Addendum controls.

Buyer:_____

Seller:_____