

Court-Ordered Sale Addendum to Offer to Purchase and Contract

***Disclaimer:** The process described below can vary and is subject to change. Buyer(s) and Buyer's agents will hold the listing agent, the listing agent's firm and Broker-in-Charge, and the Seller harmless for any information contained in this Addendum. If questions arise regarding the upset bid and confirmation processes, the Buyer(s) and/or their agent should contact the Wake County Clerk of Superior Court.

This Addendum amends and supplements the Offer to Purchase and Contract by and between the Guardian as "Seller" and _____, "Buyer" as follows:

- **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.
 - This is a court-ordered sale and, pursuant to N.C. Gen. Stat. § 47E-2(a)(1), the transaction is exempt from Residential Property Owners' Association and Mineral Oil and Gas Rights disclosures.
 - Offers must be sent to the listing agent who will present them to the court-appointed Guardian acting as the Seller for discussion and negotiation.
 - Earnest monies should be held by the Seller's law firm, City of Oaks Law, PLLC. Due Diligence fees do not apply to court-ordered sales.
 - Buyer(s) and Buyer's agents can submit a written Offer to Purchase and Contract (Standard Fann 2-T), so long as it is submitted with this addendum signed by the Buyer and attached with the Offer.
 - Buyer(s) can select their own closing attorney
- **Court Approval**
 - All obligations under this Agreement are expressly subject to the approval of the Wake County Superior Court. After accepting an offer, Seller shall have the obligation to seek the approval of the Court which includes submitting the contract for upset bidding.
- **Upset Bidding**
 - Once the Seller accepts an offer, she will file a Report of Sale (with the written contract attached) with the Clerk of Court. Filing of the Report of Sale will start a 10-day upset bid period.
 - The listing agent shall post the initial purchase price (accepted contract

price) on the MLS public comments section for notification to the public.

- o During the upset bid period, other interested buyers may submit upset bids on the property. All upset bids are placed directly with the Clerk of Court's office. The minimum amount of an upset bid is 5% of the purchase price and a deposit of 5% of the upset bid amount must be tendered to the Clerk of Court in connection with the bid.
- o The original buyer may submit an upset bid if needed and desired. If not desired, any Earnest Money deposit will be refunded to the Buyer upon their offer being "upset."
- o A new 10-day upset bid period will begin each time an upset bid is placed until the 10-day upset bid period lapses with no new bids and the highest bidder is identified.
- o After the upset bid period ends, the Seller will submit a motion to confirm the sale with the Clerk of Court, which must be approved by a Superior Court Judge, as well as the clerk's office. After the entry of an order confirming the sale, the sale may close. The closing shall take place no later than four weeks following the end of the upset bid period.
- **Closing**
 - o Closing will be contingent upon the expiration of a 10-day upset bid period and confirmation by the Clerk and the Superior Court.
- **Special Warranty Deed**
 - o The deed conveying the property shall be a Special Warranty Deed, not a General Warranty Deed.
- **No Representation by Seller**
 - o The Property is being sold as-is, where-is with no representations by Seller.
- **Control Clause**
 - o To the extent of any conflict between this addendum and the Offer to Purchase and Contract, this Addendum controls.

Buyer: _____

Date: _____

Seller: Jonathan Wellons Anderson, Guardian of Estate

Date: 02/12/2026

Jonathan Wellons Anderson as Guardian of Estate for Paula J. Surles