Court-Ordered Sale Addendum to Offer to Purchase and Contract

4117 Willow Oak Road

RALEIGH, NC 27604

File Number: 25SP000929-910

***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 within 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 Jonathan W. Anderson, Administrator of the Estate of Arthur Lee Hinton 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 disclosures.
    - Offers must be sent to the listing agent who will present them to the court-appointed Administrator acting as the Seller for discussion and negotiation.
    - Earnest monies should be held by the Buyer's closing attorney. 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 Form 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. The Administrator is an attorney with City of Oaks Law. City of Oaks cannot be retained as the settlement agent.

- **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, he 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.
    - 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.
    - The original buyer may submit an upset bid if needed and desired.
    - 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.
    - After the upset bid period ends, the Seller will submit a motion to confirm the sale with the Clerk of Court. Closing will take place soon after the entry of an order confirming sale and the subsequent ten-day appeal period. Once the Clerk's office and a Superior Court Judge have approved the sale terms by confirming the sale, no sale terms may change, including, but not limited to, the ability of the Seller to lower the purchase price or offer a Seller credit.
- **Closing**
    - Closing will be contingent upon the expiration of a 10-day upset bid period and the 15-day contest period and the 10-day appeal period.
- **Personal Property**
    - The Seller shall have no obligation to remove any personal property from the subject property.

- **Special Warranty Deed**
    - The deed conveying the property shall be a Special Warranty Deed, not a General Warranty Deed.

- **No Representation by Seller**
    - The Property is being sold as-is, where-is with no representations by Seller.
- **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 Administrator of Estate for the property owner. Seller may be limited in their ability to 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 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 an upset bidder under N.C. Gen. Stat. § 1-339.33.

- **Control Clause**
    - To the extent of any conflict between this addendum and the Offer to Purchase and Contract, this Addendum controls.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

More information on Wake County's Upset Bid process:

https://www.wakegov.com/departments-government/tax-administration/real-estate/foreclosures