



# PUBLIC AUCTION



## COMMERCIAL BUILDING • SANFORD NC

### FORMER KEN-LE CHILDCARE CENTER

Wednesday, April 1 at 3pm

Auction conducted on site in Sanford, NC • Preview by Appointment

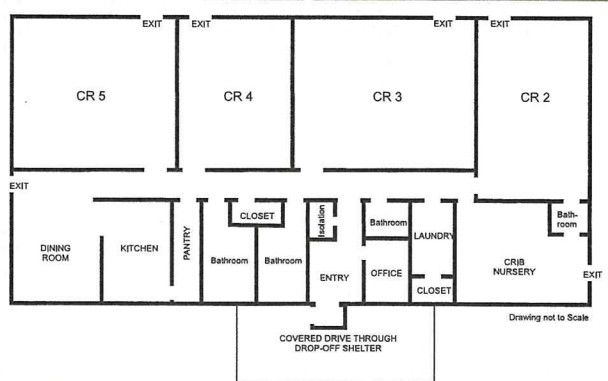
## 3009 Cameron Drive, Sanford, NC

**Directions:** From Business 421/Hwy 87 Just North of Wal-Mart and Cracker Barrel. Take Wilson Rd. (Between Ruby Tuesday and Sanford Honda) Continue on Wilson Rd. through the signal light to Stop Sign. Right onto Industrial Dr. Left onto Cameron Dr. Property is on the Right.



### Countless Possibilities with this Property!!

Main Building Consists of 5,000 +/- Sq. Ft. of Heated Space with 5 Classrooms, Kitchen, Pantry, Dining Room, 3 Childrens Bathrooms, 1 Staff Restroom, Entry Foyer, Office, Laundry Room & Storage Closets. Covered Drive Thru Drop-off Shelter. All this on a 2.78 Acre Lot.



Lee County PIN# 065167219000  
Deed Book 316 Page 395  
R-12 Zone



**Preview by Appointment**  
The Secondary Building consists of 2,400 +/- Sq. Ft. open space that was designed for an After School Program. This building has 2 Childrens Bathrooms, Staff Bathroom, Plus Storage. All on a 2.78 Acre Lot.



**Terms and Conditions of Real Estate:** Jerry Harris Realty & Auction are agents for the Seller. Real Estate is subject to confirmation. All due diligence must be completed prior to the auction. Property sold "AS IS" Condition. 10% Buyer's Premium will be added to the last and highest bid. Total will be contract price. \$5,000 will be due day of sale by cash or approved check with proper identification. Balance will be due in 30 days. Information obtained from Lee County Register of Deeds, GIS and Tax Department. Announcements made day of sale take precedence over printed material. Broker Participation is welcome. Buyer's Agents must register their client prior to the auction.

10% BUYER'S PREMIUM



NOT RESPONSIBLE FOR ACCIDENTS



## SCOTT HARRIS • AUCTIONEER • BROKER

Firm #8086 • NCAL #8420 • NCBL #159569

1325 North Second Avenue • Siler City, NC 27344

Office (919) 742-3286 • Mobile (919) 498-4077 • Fax (919) 742-5305

Check our Web Site!!! [www.jerryharrisauktion.com](http://www.jerryharrisauktion.com) Many More Auctions to Come

Jerry Harris  
Auctioneer Broker  
NCAL #4757  
(919) 545-4637

## WORKING WITH REAL ESTATE AGENTS

*NOTE: Effective July 1, 2001, in every real estate sales transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the following information [NC Real Estate Commission Rule 21 NCAC 58A.0104(c)].*

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as **your** agent or simply working **with** you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

### SELLERS

#### *Seller's Agent*

If you are selling real estate, you may want to "list" your property for sale with a real estate firm. If so, you will sign a "listing agreement" authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it. Your agent must give you a copy of the listing agreement after you sign it.

*Duties to Seller:* The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

*Services and Compensation:* To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

#### *Dual Agent*

You may even permit the listing firm and its agents to represent you **and** a buyer at the same time. This "dual agency relationship" is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to amend your listing agreement to permit the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the dual agent owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction.

### BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **buyer's agent**). You may be willing for them to represent both you and the seller at the same time (as a **dual agent**). Or you may agree to let them represent only the seller (**seller's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.



### ***Buyer's Agent***

*Duties to Buyer:* If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer's agent*, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. But **until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

*Unwritten Agreements:* To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement before writing the offer. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential.

Be sure to read and understand any agency agreement before you sign it. Once you sign it, the agent must give you a copy of it.

*Services and Compensation:* Whether you have a written or unwritten agreement, a *buyer's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a **written** agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer's agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

### ***Dual Agent***

You may permit an agent or firm to represent you **and** the seller at the same time. This "dual agency relationship" is most likely to happen if you become interested in a property listed with your *buyer's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer's agent* will ask you to amend the buyer agency agreement or sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

### ***Seller's Agent Working with a Buyer***

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller's agent* (or "subagent"). The agent can still help you find and purchase property and provide many of the same services as a *buyer's agent*. The agent must be fair with you and provide you with any "material facts" (such as a leaky roof) about properties.

But remember, the agent represents the seller - not you - and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a *seller's agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you *in writing* if they are *sellers' agents* before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

*Seller's agents* are compensated by the sellers.

**FOR BUYER/SELLER**

*This is not a contract*

**April 1, 2020**

*Date*

**Harris Realty & Auction**

*Firm Name*

**Scott L. Harris**

*Agent Name*

**159569**

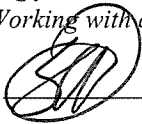
*License Number*

***Disclosure of Seller Subagency***

***(Complete, if applicable)***

*When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.*

*Agent's Initials Acknowledging Disclosure:*

 \_\_\_\_\_

The North Carolina Real Estate Commission  
P.O. Box 17100 Raleigh, North Carolina 27619-7100  
919/875-3700 Web Site: [www.ncrec.gov](http://www.ncrec.gov)  
REC 3.45 1/1/09

**WORKING WITH REAL ESTATE AGENTS**  
*Agents must retain this acknowledgment for their files.*

*This is not a contract*

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

\_\_\_\_\_  
*Buyer or Seller Name (Print or Type)*

\_\_\_\_\_  
*Buyer or Seller Name (Print or Type)*

\_\_\_\_\_  
*Buyer or Seller Signature*

\_\_\_\_\_  
*Buyer or Seller Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**Harris Realty & Auction**  
*Firm Name*

\_\_\_\_\_  
**Scott L. Harris**  
*Agent Name and License Number 159569*

***Disclosure of Seller Subagency***  
***(Complete, if applicable)***

*When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.*

*Buyer's Initials Acknowledging Disclosure:* \_\_\_\_\_

**BUYER'S PREMIUM AGREEMENT  
AUCTION SALES**

THIS AGREEMENT, between Harris Realty & Auction, Firm,  
and \_\_\_\_\_, Bidder,  
entered into this 1st day of April, 2020, pursuant to the laws of the State of North Carolina, is based upon  
the mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property:  
3009 Cameron Dr, Sanford, NC 27332-6011  
("Property").

1. Firm is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of 10% upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Firm allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Firm the agent of the Bidder and that Firm continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, a North Carolina Residential Property and Owners' Association Disclosure Statement, if applicable, and a Mineral and Oil and Gas Rights Mandatory Disclosure Statement, if applicable, have been made available by Firm for Bidder's review prior to the start of the auction.

\_\_\_\_\_  
(initials) Bidder acknowledges receipt and acceptance of the terms and conditions of the auction to be conducted.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

\_\_\_\_\_  
Bidder \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Bidder \_\_\_\_\_ Date \_\_\_\_\_

Entity Bidder:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

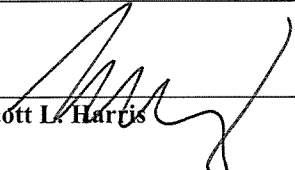
Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Harris Realty & Auction**

Firm

By:   
Scott L. Harris

Date: 4-1-2020



REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 1st day of April, 2020, by and between Ken-Le Child Care Center, INC ("Seller").

WHEREAS at an auction conducted this day by Jerry L. Harris Realty & Auction Co., LLC ("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL 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: 3009 Cameron Dr
City: Sanford Zip 27332-6011
County: Lee, 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 N/A, Block/Section N/A, Subdivision/Condominium N/A
The PIN/PID or other identification number of the Property is: 965167219000 Acreage: 2.787+/-
Other description: 3009 CAMERON DR.
Some or all of the Property may be described in Deed Book 316 at Page 395

ADDITIONAL PARCELS. If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights [X] are [ ] are not included.

Timber rights [X] are [ ] are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. FIXTURES:

(a) Included Items: The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: Stove in Kitchen

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) Excluded Items: The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: N/A

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: NONE



4. **PURCHASE PRICE:** The purchase price of the Property is \$ \_\_\_\_\_ and shall be paid in US dollars. 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 cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. An earnest money deposit in the amount of \$ **5,000.00** by  cash  personal check  official bank check  wire transfer has this day been made to Firm. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this contract. Buyer shall pay the balance of the purchase price, in the amount of \$ \_\_\_\_\_, in full in legal tender to Seller at Closing. Firm will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not affect any other remedies available to Seller for such breach.

**NOTE:** In the event of a dispute between Seller and Buyer over there turn or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm 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 ANY EARNEST MONIES DEPOSITED BY BUYER 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.**

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. 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. 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 repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on 05/01/2020 (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to \_\_\_\_\_. 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 Closing ("Delaying Party"), and if the other party is ready, willing and able to complete Closing on the Closing 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 Closing. If the parties fail to complete Closing within fourteen (14) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties) or to otherwise extend the Closing 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.



9. **POSSESSION:** Possession shall be delivered, subject to existing leases,  at Closing OR  on \_\_\_\_\_ N/A \_\_\_\_\_.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies  shall be prorated on a calendar year basis as of the date of Closing  shall not be prorated. In the event that such income is not prorated, then the parties agree that  Seller  Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. **SELLER OBLIGATIONS:**

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) 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 to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 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.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. 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.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a  GENERAL WARRANTY DEED  SPECIAL WARRANTY DEED  NON-WARRANTY (QUITCLAIM) DEED  OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): N/A for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those 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 covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this contract and the earnest money shall be returned to Buyer.

13. **OTHER PROVISIONS AND DISCLOSURES:**

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**  
 Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES): Commercial Property

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**  
 Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): Commercial Property

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

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

The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(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: N/A

Owners' association website address, if any: N/A

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

Owners' association website address, if any: N/A

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

(g) **Other:** N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **ENTIRE AGREEMENT; NOTICE:** This contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto. 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's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the information section below.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as maybe necessary to more effectively transfer to Buyer the Property described herein in accordance with this contract.

16. **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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

17. **APPLICABLE LAW:** This contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their 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.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES 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.

**BUYER:**

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

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

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

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

Entity Buyer:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SELLER:**

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

**Ken-Le Child Care Center, INC**

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

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

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

Entity Seller:

**Ken-Le Child Care Center, INC**  
\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: **Virginia J. Lamm, Charles Ray Lamm**

Title: **Vice President**

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

[THIS SPACE LEFT INTENTIONALLY BLANK]

Firm acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

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

Firm: Jerry L. Harris Realty & Auction Co., LLC

By: \_\_\_\_\_

(Signature)

**Scott L. Harris**

**SELLING AGENT INFORMATION:**

Individual Selling Agent: \_\_\_\_\_ Real Estate License #: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Acting as  Seller's (sub) Agent  Buyer's Agent  Dual Agent

Firm Mailing Address: \_\_\_\_\_

NCAL Firm License #: \_\_\_\_\_

**LISTING AGENT INFORMATION:**

Individual Listing Agent: Scott L. Harris Real Estate License #: 159569

Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: (919)742-3286 Fax #: (919)742-5305 Email: ncauctioneer1@gmail.com

Firm Name: Jerry Harris Realty & Auction Co, LLC

Acting as  Seller's (sub) Agent  Dual Agent

**1325 N. Second Avenue**

Firm Mailing Address: Siler City, NC 27344

NCAL Firm License #: 8086

**BID CALLER INFORMATION:**

Auctioneer (Bid Caller) Name: Scott L. Harris NCAL License #: 8420

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273422

FILED

SEP 15 11 47 AM '80

THAD EURE  
SECRETARY OF STATE  
NORTH CAROLINA

ARTICLES OF INCORPORATION  
OF  
KEN-LE CHILD CARE CENTER, INC.

The undersigned, being of the age of eighteen years or more, does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a business corporation under and by virtue of the laws of the State of North Carolina:

1. The name of the corporation is Ken-Le Child Care Center, Inc.
2. The period of duration of the corporation is perpetual.
3. The purposes for which the corporation is organized are to engage in any lawful act or activity for which corporations may be organized under Chapter 55 of the General Statutes of North Carolina.
4. The corporation shall have authority to issue one hundred thousand (100,000) shares of capital stock without par value.
5. The minimum amount of consideration to be received by the corporation for its shares before it shall commence business is One Dollar (\$1.00) in cash or property of equivalent value.
6. The shareholders of the corporation shall have no preemptive right to acquire additional or treasury shares of the corporation.
7. The address of the initial registered office of the corporation in the State of North Carolina, is 111 McLeod Drive, Sanford, Lee County, North Carolina; and the name of its initial registered agent at such address is Virginia J. Lamm.
8. The number of directors constituting the initial board of directors shall be two; and the names and addresses of the persons who are to serve as directors until the first meeting of shareholders, or until their successors be elected and qualify, are:

<u>Name</u>	<u>Address</u>
Virginia J. Lamm	111 McLeod Dr. Sanford, NC 27330
Charles Ray Lamm	111 McLeod Dr. Sanford, NC 27330

9. The name and address of the incorporator is O. Tracy Parks, III, P. O. Box 637, 1401 Woodland Avenue, Sanford, NC 27330.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of September, 1980.

O. Tracy Parks, III (SEAL)  
O. Tracy Parks, III

STATE OF NORTH CAROLINA  
COUNTY OF LEE

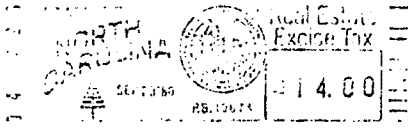
I, Virginia Harrington, a notary public, do hereby certify that O. Tracy Parks, III, personally appeared before me this 15th day of September, 1980, and acknowledged the due execution of the foregoing Articles of Incorporation.

Virginia Harrington  
Notary Public

My Commission Expires:  
November 21, 1984

0316  
0395

BOOK 316 PAGE 395



NORTH CAROLINA, LEE COUNTY  
Presented for registration on the 22<sup>nd</sup> day  
of September 1980 at 11:54 A.M.,  
recorded in Book 316 page 395  
Pattie W. McGilvary, Register of Deeds

Excise Tax

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Mail after recording to O. Tracy Parks, III, P. O. Box 637, Sanford, NC 27330

This instrument was prepared by Orton J. Cameron, P. O. Box 1028, Sanford, N.C. 27330

Brief description for the Index

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9th day of September, 1980, by and between

GRANTOR

GRANTEE

P. K. BUCHANAN and wife,  
MARTHA I. BUCHANAN

KEN-LE CHILD CARE CENTER, INC.

111 McLeod Street  
Sanford, NC 27330

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_, Jonesboro Township,

Lee County, North Carolina and more particularly described as follows:

Beginning at a found iron pipe in the eastern margin of Cameron Drive, a corner with William B. Colebrook as shown by the map to which reference is hereinafter made, and running thence North 67 degs. 02 mins. 16 secs. East 150 feet to a found iron pipe; thence North 66 degs. 59 mins. 33 secs. East 169.34 feet to a point in the center of Gasters Creek, said point being evidenced by an iron stake in the western bank thereof; thence down Gasters Creek courses and distances generally as follows: South 12 degs. 18 mins. 15 secs. East 225.06 feet; South 33 degs. 07 mins. 03 secs. West 32.91 feet; South 8 degs. 13 mins. 19 secs. East 69.30 feet; South 7 degs. 58 mins. 35 secs. West 117.79 feet; South 28 degs. 11 mins. 55 secs. West 105.68 feet; South 13 degs. 38 mins. 26 secs. East 48.43 feet; and South 7 degs. 41 mins. 53 secs. West 91.17 feet to a stake in the eastern margin of Cameron Drive; thence as the eastern margin of Cameron Drive, the following courses and distances; North 36 degs. 04 mins. 40 secs. West 85.11 feet; North 30 degs. 04 mins. 15 secs. West 96.65 feet; North 25 degs. 04 mins. 30 secs. West 92.59 feet to a right-of-way monument; and North 23 degs. 06 mins. 53 secs. West 328.63 feet to the POINT OF BEGINNING, containing 2.787 acres as shown on map entitled "Map Showing Property Surveyed for P. K. Buchanan and wife, Martha I. Buchanan, located in Jonesboro Township, Lee County, North Carolina," prepared by Thomas J. Matthews, R. L. S. to which reference is hereby made for more particular description, SUBJECT,

HOWEVER, to easement for sewer line as shown on said map.

The property hereinabove described was acquired by Grantor by instrument recorded in .....

A map showing the above described property is recorded in Plat Book ..... page .....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....  
(Corporate Name)

BY: .....

..... President

ATTEST: .....

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

*P. K. Buchanan* ..... (SEAL)  
P. K. Buchanan

*Martha I. Buchanan* ..... (SEAL)  
Martha I. Buchanan

SEAL-STAMP

NORTH CAROLINA, ..... Lee ..... County.

I, a Notary Public of the County and State aforesaid, certify that P. K. Buchanan and  
wife, Martha I. Buchanan  
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my  
hand and official stamp or seal, this 14 day of September 1980.

My commission expires: Aug. 12, 1983 *Clara Y. Argawant, Notary Public*

SEAL-STAMP

NORTH CAROLINA, ..... County.

I, a Notary Public of the County and State aforesaid, certify that ..... Secretary of  
personally came before me this day and acknowledged that ..... he is .....  
..... a North Carolina corporation, and that by authority duly  
given and as the act of the corporation, the foregoing instrument was signed in its name by its  
President, sealed with its corporate seal and attested by ..... as its ..... Secretary.  
Witness my hand and official stamp or seal, this ..... day of ..... 19.....

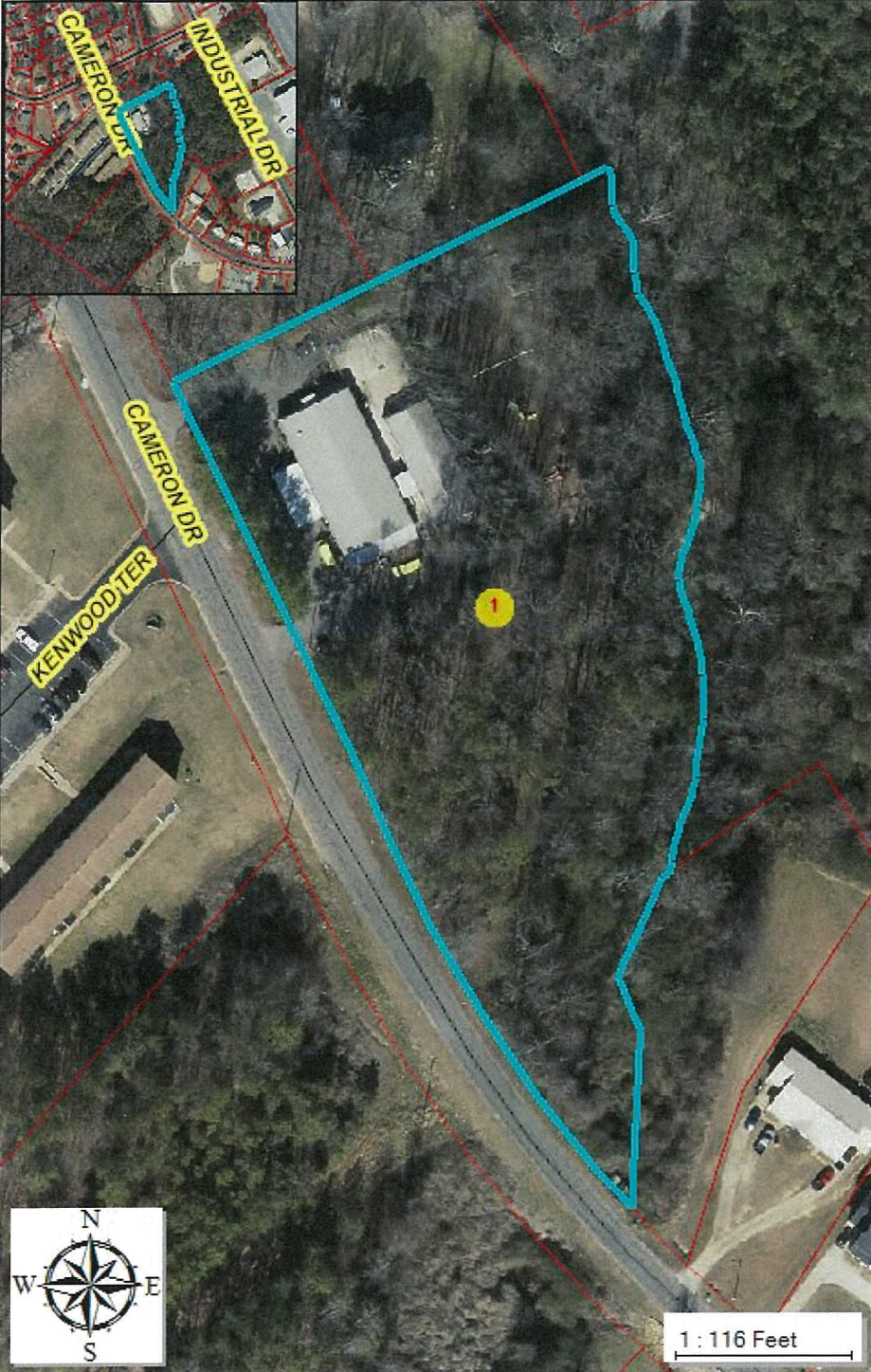
My commission expires: ..... Notary Public

The foregoing Certificate(s) of Clara Y. Argawant, Notary Public

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

*Patricia W. McMillan* ..... REGISTER OF DEEDS FOR Lee COUNTY

By *Mollie A. McMillan* ..... Deputy/Assistant Register of Deeds



- Parcels 
- Streets 
- Railroad 



<b><u>PIN</u></b> 9651-67-2190-00	<b><u>Acres</u></b> 2.97898553	<b><u>Parcel Address</u></b> 3009 CAMERON DR
<b><u>PARID</u></b> 965167219000	<b><u>Appraised Land</u></b> 126800	<b><u>Appraised Building</u></b> 376800
<b><u>Book</u></b> 316	<b><u>Page</u></b> 395	<b><u>Tax District</u></b> CSF
<b><u>Subdivision</u></b>	<b><u>Legal 1</u></b> 3009 CAMERON DR	<b><u>Legal 2</u></b>
<b><u>Legal 3</u></b>	<b><u>Owner</u></b> KEN LEE CHILD CARE CENTER INC	<b><u>Owner2</u></b>
<b><u>Mail Address</u></b> 3009	<b><u>Mail Suffix</u></b>	<b><u>Mail Street Dir</u></b>
<b><u>Mail Street</u></b> CAMERON	<b><u>MailADRSUF</u></b> DR	<b><u>Mail City</u></b> SANFORD
<b><u>Mail State</u></b> NC	<b><u>Mail Zip</u></b> 27332	<b><u>Out BLDG Description</u></b> CHAINLINK FENCE 6 FT
<b><u>Out BLDG YRBLT</u></b> 1990	<b><u>Sale Date</u></b>	<b><u>Dwelling Style</u></b>
<b><u>Dwelling DESCR</u></b>	<b><u>Dwelling YRBLT</u></b> 0	<b><u>Shape Length</u></b> 1676.81676973244
<b><u>Appraised Total</u></b> 503600	<b><u>Out BLDG Area</u></b> 240	<b><u>Dwelling SFLA</u></b> 0
<b><u>OBJECTID 1</u></b> 12279	<b><u>TaxCard</u></b> <a href="http://taxaccess.leecountync.gov/PT/Datalets/Datalet.aspx?mode=&amp;UseSearch=no&amp;pin=965167219000&amp;jur=000&amp;taxyr=2019">http://taxaccess.leecountync.gov/PT/Datalets/Datalet.aspx?mode=&amp;UseSearch=no&amp;pin=965167219000&amp;jur=000&amp;taxyr=2019</a>	

This site is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. The County of Lee and Dude Solutions, Inc. assume no legal responsibility for the information contained on this site. Please be advised that you must contact the Lee County Tax Office for accurate tax values. Please contact the Lee County Appraisal Department if any building information is incorrect. The map, layer, data and website (collectively known as "the layer") are for graphical and illustration purposes only. The Lee County Strategic Services Department (hereinafter "the Department") provides the layer and the information contained within to the general public and has not customized the information for any specific or general purpose. Such information was generated from data maintained by different sources and agencies and as such, some limitations may apply based upon restrictions imposed by other sources or agencies supplying data to Lee County (hereinafter "the County"). While the Department strives to make the information on the GIS website as timely, reliable and accurate as possible, neither the Department nor the County local governments make any claims, promises, or guarantees about the accuracy, completeness or adequacy of the contents of the layer. Areas depicted are approximate and are not necessarily accurate to mapping, surveying or engineering standards. The County expressly disclaims liability for errors and omissions in the contents of this site and layer. No warranty of any type, implied, expressed, statutory, UCC or otherwise, including, but not limited to, the warranties of non-infringement of third party rights, title, accuracy of data, merchantability, or fitness for a particular purpose, is given with respect to the substantive content of this layer or its use in private or commercial financial transactions. The fact of distribution of the layer does not constitute any warranty, express, implied or otherwise. The user assumes the entire risk related to the use of this data. If the user intends to make any legal or financial decision based on this data, the user should independently verify the accuracy of the same. The Strategic Services Department and the Lee County local governments are providing this data "as is." In no event will any of the foregoing local governments or their officers and employees be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of this data. Unless otherwise noted on an individual document, files, documents, and information contained in this layer may be copied and distributed for non-commercial use, provided they are copied and distributed without alteration.

PARID: 965167219000  
 KEN LEE CHILD CARE CENTER INC

3009 CAMERON DR PVT SCHOOL

To print a property record card or export search results into a CSV format that can be used with Excel please follow these steps:

- Select the desired report option from the right menu (e.g. CSV Export, Residential PRC) and hit GO
- Click Open when prompted for an export. Property record cards will open as a PDF.

### Parcel

ParID / PIN: 965167219000 /  
 Tax Year: 2019  
 Tax Jurisdiction: CSF : CITY OF SANFORD  
 Neighborhood: 800 : Lee Avenue

### Permits

Permit Date	Permit #	Purpose	Open/Closed
18-MAY-11		TNDO MINOR	C

### Valuation

Appraised Land:	126,800
Appraised Building:	376,800
Appraised Total:	503,600
Deferred:	0
Exempts/Excluded:	0
Assessed Real:	503,600
Total Assessed:	503,600

### Owner

Account Number: 4229  
 Name: KEN LEE CHILD CARE CENTER INC  
 Name 2:  
 Own %: 100  
 Mailing Address: 3009 CAMERON DR  
 SANFORD NC 27332

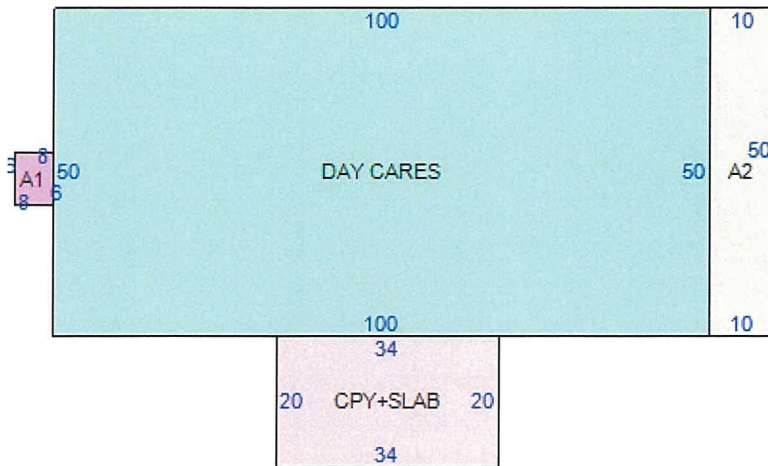
Linked Sale: 316/395

### Legal

Physical Address: 3009 CAMERON DR  
 Legal Description 1: 3009 CAMERON DR  
 Plat Cabinet/Slide: /

### Description

NBHD Code / Name: 800 : Lee Avenue  
 Class: C1 : COMMERCIAL  
 Land Use: TPVT : PRIVATE EDUCATION/ DAYCARE (TAXABLE)  
 Zoning: R-12  
 Living Units:  
 Deeded Acres: 2.98  
 Calculated Acres: 2.98



Item	Area
CLFENCE 6 - FC6:CHAINLINK FENCE 6 FT	240
DAY CARES - 086:DAY CARE CNTR	5000
CPY+SLAB - CP6:CANOPY, AVE + SLAB	
PAVING ASP - PA1:PAVING ASPHALT PARKING LIGHT	7200
CPY+SLAB - CP6:CANOPY, AVE + SLAB	
CLFENCE 4 - FC4:CHAINLINK FENCE 4 FT	260
CPY+SLAB - CP6:CANOPY, AVE + SLAB	

Printed on Wednesday, January 08, 2020, at 9:56:31 AM EST



# Real Estate

## View Bill

<b>As of</b>	3/25/2020
<b>Bill Year</b>	2019
<b>Bill</b>	15116
<b>Owner</b>	KEN LEE CHILD CARE CENTER INC
<b>Parcel ID</b>	965167219000

[View payments/adjustments](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	1/6/2020	\$6,924.50	\$6,924.50	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		\$6,924.50	\$6,924.50	\$0.00	\$0.00	\$0.00

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