

**NOTICE OF PUBLIC AUCTION OF ONE TRACT
OF BERTIE COUNTY REAL PROPERTY**

Under and by virtue of a Resolution adopted by the Bertie County Board of Commissions on Monday, May 15, 2017, the Commissioners have authorized the sale by public auction of the property described below. The sale shall take place on **Wednesday, June 28, 2017, at 12:00 NOON**, at the courthouse door located on 108 Dundee Street, in Bertie County, Windsor, North Carolina. Bill Forbes, auctioneer, has been authorized to conduct the sale pursuant to certain terms and conditions which are set out on the County web site on the surplus property link at **www.co.bertie.nc.us**, which terms and conditions are incorporated by reference into this notice as if fully set out herein. After the conclusion of the sale, the results shall be reported to the Commissioners at their next regularly scheduled meeting, and the Commissioners shall accept or reject the bids within 30 days of said report. If a bid is rejected, the Commissioners may readvertise the property for sale.

All that certain lot or parcel of land situated in the City of Aulander Township, Bertie County, North Carolina and more particularly described as follows:

That certain lot or parcel of land with improvements thereon in the Town of Aulander, Bertie County, North Carolina, bounded now or formerly by Mary Tayloe, Clarence Barber, Pearl Street, and Commerce Street in said Town, and more particularly described as follows, to wit: BEGINNING at the intersection of Commerce Street and Pearl Street in said town, thence along Commerce Street in a westerly direction a distance of 110 feet to a stake, a corner for Mary Tayloe; thence along the line of Mary Tayloe in a southerly direction a distance of 250 feet to a stake, a corner for Clarence Barber; thence along the line of Clarence Barber in an easterly direction a distance of 110 feet to Pearl Street; thence along the westerly side of Pearl Street in a northerly direction a distance of 250 feet to the point of BEGINNING, and being a part and parcel of land conveyed to G. W. Mitchell by deed executed by A. T. Castelloe, Trustee, recorded in Book 244, Page 381, Office of the Register of Deeds for Bertie County, North Carolina, and the same property later

conveyed to Ella Mitchell, et als by deed executed by G. W. Mitchell, duly recorded in Book 252, Page 413, in the office of the Register of Deeds for Bertie County, North Carolina. Reference to said deeds is hereby made for a more complete and accurate description.

SAVE AND EXCEPT that part or parcel of land conveyed by Eyssel M. Havens to Clarence Barber by deed dated April 4, 1963 and recorded in Book 532, Page 370, Bertie County Registry.

AND

SAVE AND EXCEPT that part or parcel of land conveyed by Eyssel M. Havens, et als, to Hallie Peele Tayloe by deed dated recorded in Book 548, page 579, Bertie County Registry.

Less and Except any and all lots or parcels conveyed prior to the tax lien foreclosed herein.

This is the identical lot or parcel of land conveyed to Linda Brown from Eyssel M. Havens, widow, and Milton Lewis Bazemore and wife, Elouise H. Bazemore, by deed dated October 1991, and of record in Book 690, page 486, in the office of the Register of Deeds of Bertie County.

RESOLUTION AUTHORIZING PUBLIC AUCTION OF REAL PROPERTY

Whereas, Bertie County acquired title to the below described tract or parcel of land by virtue of purchase by the County at tax foreclosure sales pursuant to N.C.G.S. 105-376;

Whereas, the County desires to sell this tract or parcel of land through public auction pursuant to N.C.G.S. 105-376 (c) and 160A-270(a);

NOW, THEREFORE, the Board of Commissioners of Bertie County hereby resolves as follows:

1. The County Commissioners authorize the sale by public auction of the property located at 310 S. Commerce Street and Pearl Street, Aulander, NC, PIN #5950-66-6424 and further described in Deed Book 363, at page 268 in the Bertie County, NC Public Registry.

2. The sale shall take place on the 28th day of June, 2017, at 12:00 NOON at the courthouse door located on 108 Dundee Street, in Bertie County, Windsor, North Carolina.

3. Notice of this sale shall be published at least once, and not less than 30 days before the sale in the Bertie Ledger Advance. Said notice shall specify the terms of sale, the time, date and place of sale, and shall contain a description of the property to be sold.

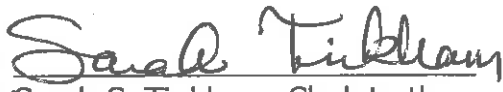
4. Following publication of the notice of sale, Bill Forbes, auctioneer, or his designee shall conduct the sale at the designated time and place, pursuant to the terms and conditions set out in the attached Schedule A. After the conclusion of the sale, the

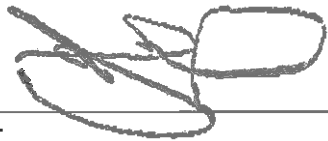
results shall be reported to the Commissioners at their next regularly scheduled meeting, and the Commissioners shall accept or reject the bid within 30 days of said report.

Adopted this the 15th day of May, 2017, by unanimous vote of the Bertie County Board of Commissioners at its regular meeting.

ATTEST:

BERTIE COUNTY


Sarah S. Tinkham, Clerk to the
Board of Commissioners
(SEAL)



John Trent
Chairman
Bertie County Board of Commissioners

Exhibit A

Terms and Conditions - Real Estate Auction – June 28, 2017 @ 12:00 NOON Bertie County, NC Surplus Real Estate - at the courthouse door located on 108 Dundee Street, in Bertie County, Windsor, NC.

1. Auctioneers are **AGENTS OF THE SELLERS** in this transaction and Buyers are hereby cautioned to thoroughly read the agency disclosure statement located within this "Bidder's Package." Buyer will also be required to sign the agency disclosure statement.
2. Property is being offered "as is, where is" with no warranties as to condition or purpose of use.
3. There will be a 10% "Buyer's Premium" added to the high bid, and the total amount of the high bid and the "Buyer's Premium" will be the **CONTRACT PURCHASE PRICE**. The high bidder will be required to sign the Offer to Purchase and Contract according to these terms and conditions and displayed elsewhere in this "Bidder Package." In addition, buyer must make an earnest money deposit of **TWENTY PERCENT OF THE CONTRACT PURCHASE PRICE, or \$300.00, whichever is greater**, on the day of the auction either by cash or good check. The balance of the purchase price must be paid either in cash or certified funds at the delivery of the deed, which is to be no later than 5:00 o'clock P. M on the 7th day of July in the year 2017. EXCEPT, ON THOSE PROPERTIES ON WHICH THE HIGHEST BID IS \$300.00, OR LESS, BUYER WILL PAY ALL COSTS OF PURCHASING THE PROPERTY, INCLUDING DEED PREPARATION, REVENUE STAMPS, BUYER'S PREMIUM, AND RECORDING FEES. IN THIS CASE THE OFFICIAL CLOSING WILL BE ON JULY 19, 2017 TO ALLOW FOR BUYER'S CHECKS TO CLEAR THE BANK.
4. The earnest money deposit is to be made to United Country Forbes Realty & Auctions, LLC and held in an **NON-INTEREST BEARING ACCOUNT** until closing, or dispersed, as provided by the purchase contract.
5. If Buyer fails to perform as specified in the offer to purchase contract by July 19, 2017, the earnest money deposit will be forfeited to the SELLER and Auctioneer as liquidated damages with no further notice or signatures of release required by Buyer(s). Such forfeiture does not affect any other remedies available to Seller and/or Auctioneer for such breach of contract, including specific performance.
6. A. Pritchett and Burch, LLC will prepare a QUITCLAIM DEED at the Buyer's Expense.

Buyer's Initials _____

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- B. The Buyer is responsible for any 2017 county or town property taxes that may be assessed.
 - C. In addition to the CONTRACT PURCHASE PRICE as stated in paragraph 2 on page 2 of the Contract to Purchase Real Property Sold at Public Auction, BUYER shall pay for the Deed Preparation to be performed by the law firm of Pritchett & Burch, PLLC in the amount of \$225.00 for a deed of one tract and \$25.00 for each additional tract included in the same deed. In the event that Buyer wants to assign his or her bid to another person or entity, Buyer will pay \$75.00 to Pritchett & Burch, PLLC for the cost of preparing an Assignment of Bid.
 - D. The Deed Preparation described above does not include a title search, a title opinion, or title insurance. Should Buyer desire any or all of these items, Buyer shall hire an attorney of his choosing to perform these services at his/her/its expense.
 - E. In addition to the Contract Purchase Price and the Deed Preparation, Buyer shall pay recording fees in the amount of \$26.00 for the first 15 pages of the deed and \$4.00 per page thereafter.
 - F. In addition, Buyer shall pay for the revenue stamps at the rate of \$1.00 per each \$500.00 or any part thereof of the Contract Purchase Price of each parcel purchased.
 - G. The fees and costs described in this paragraph will be in addition to the high bid and the "Buyer's Premium" and will be due as part of the balance due from BUYER at closing.
- 7. Sellers and Auctioneer make no representation as to the ownership of any mobile or manufactured home(s) on any of the properties that are the subject of this agreement.
 - 8. The Offer To Purchase Contract and its terms will prevail as to the terms of the agreement between buyer and seller.
 - 9. Auctioneer reserves the right to offer these parcels as individual parcels; and as any variation of combinations of parcels, recombination of parcels, un-combination of parcels or any method by which auctioneer deems advantageous to the SELLER.

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10. The subject real property is sold for cash, not contingent on financing. Buyers should be sure of his/her/their ability to obtain a loan on the property if a loan is necessary for Buyers to complete the purchase. In the event the buyers are unable to obtain a loan and do not close the transaction, Buyers will forfeit any and all earnest money deposits to Sellers and Auctioneer as liquidated damages. Forfeiture of earnest money deposits does not release Buyers from any other legal remedies due Sellers and Auctioneer, including specific performance.
11. This property is available to all qualified buyers, including auctioneer, and/or employees of auctioneer, without regard to their race, sex, religion, national origin, handicap or familial status.
12. No Bidder on the real estate may be declared the high bidder unless he/she is properly registered to bid on the real estate and sign the proper forms for bidder registration.
13. All inspection periods, **INCLUDING, BUT NOT LIMITED TO, Lead Based Paint and OTHER ENVIRONMENTAL ASSESSMENTS, including oil, gas and other mineral rights**, shall be **PRIOR TO THE AUCTION** and no inspection conducted after the auction and after the signing of the Purchase Contract shall be grounds for not performing as specified in the purchase contract.
14. Buyers are solely responsible to conduct any inspections of the properties in this auction prior to bidding on any properties in this auction.
15. **Special Additional Terms And Conditions For Purchasing Bertie County, NC Land In Parcels At Public Auction.**
 - A. The Buyer shall be responsible for the removal of any unauthorized person or persons living in or on any properties being sold and the Seller assumes no responsibility or liability whatsoever for the removal of said person or persons.
 - B. All parcels will be offered at public auction by the "Open Forum – Round Robin" method of bidding. Open Forum means that the bidding will not be closed on any parcel until the bidding is closed on all parcels at one time. The Round Robin method means that all parcels will be subject to the current high bid being raised by any registered bidder at any time in any round of bidding **as a single parcel only. EXCEPT: AT THE AUCTIONEER'S SOLE DISCRETION, auctioneer may announce the closing of the bidding on any parcel that the bid has been raised at least three times after the initial round of bidding. Auctioneer shall announce such closing prior to the bid on the parcel being raised the third time.**

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16. **By bidding at this auction**, Buyer acknowledges that he/she has received a copy of these Terms and Conditions and that he/she has had the opportunity to read and understand them and agrees to abide by them at this auction.

17. After the auction sale, the high bids will be reported to the Bertie County Board of Commissioners, and the Board will accept or reject the bids within 30 days thereafter. If a bid is rejected, the Board may readvertise the property for sale.

IN TESTIMONY WHEREOF, the below named parties acknowledge that he/she/they have read the above forgoing **Terms and Conditions** of this auction contained herein, and hereby agree to all of the above, and further acknowledge receipt of a copy of these Terms and Conditions.

(Bidder-Buyer) Printed Name

(Bidder-Buyer) Printed Name

(Bidder-Buyer) Signature

(Bidder-Buyer) Signature