

TERMS AND CONDITIONS



**Auction Sale #1087: Yadkin County
Lot A (Parcel ID #121416)
Booger Swamp Rd, Yadkinville, NC7055**

Terms of Sale: All property sold AS-IS WHERE-IS with no repairs. All sales are final. The property is being sold subject to confirmation sale.

Registration: All buyers must register and provide proof of funds. All bidders must be registered. Bids will be accepted from registered bidders only. Forms are available online or by request from the auction company.

Inspections: All inspections to be conducted 10 days prior to bid confirmation.

Agency: Auctioneers are Agents of Seller.

Bidding: Auctioneer determines bid increments. The seller reserves the right to bid to protect their interest. Pre-auction bidding acceptable.

Buyer's Premium: Buyer's premium is 10% of the total selling price. Amount is due at time of bid acceptance. Buyers will be required to sign a North Carolina Offer Auction to Purchase in addition to all standard forms at the time of bid acceptance.

Deposit on Real Estate: A deposit of 10% of the high bid amount is required. All bidders must provide proof of funds to close within 30 days. Deposit is to be by *wire transfer* or *personal check* with proof of funds and all bank contact information to be deposited upon delivery. Personal checks must be accompanied by proof of funds available on the day of sale from the bank on which the check is drawn.

Closing: The balance of purchase price is due and closing must be completed on or before 30 days from auction date.

Transfer of Title: The real estate will be conveyed by a general warranty deed.

Announcements: All announcements made during the sale override print or internet information. Seller may accept a pre-auction bid and call the sale closed without notice.

SIGNATURE

DATE

SIGNATURE

DATE

**Sam and Deborah Swift, CRS,GRI - Senior Principal Brokers/Auctioneers
Swift Auction Sales, Inc. • 243 North Bridge Street, Elkin, NC 28621
ph: 336-526-7770 fx: 336-835-7776 em: deborah@swiftauctions.com
NCAF 6193 NCAL 4404 NCAL 6901
www.SwiftAuctions.com**

BUYER REGISTRATION FORM



Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Telephone #: (Home) _____ (Mobile) _____

Driver's License #: _____ State of Issue: _____

Email Address: _____

PROOF OF FUNDS

Name of Bank: _____ Location/Branch: _____

Contact Person: _____ Telephone #: _____

Auction company is the agent of the seller. Property sold AS-IS WHERE-IS.

Submitted By: _____
(Please Print Clearly)

BUYER SIGNATURE

DATE

BUYER SIGNATURE

DATE

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OFFICIAL BID FORM



DATE: _____

TIME: _____ AM/PM

PROPERTY ADDRESS: _____

BID PRICE: \$ _____

BUYER'S PREMIUM: \$ _____

TOTAL PURCHASE PRICE: \$ _____

Auction company is the agent of the seller. Property sold AS-IS WHERE-IS.

Submitted By: _____

(Please Print Clearly)

BUYER SIGNATURE

DATE

BUYER SIGNATURE

DATE

SELLER ACCEPTANCE

Please note that a bid is not officially accepted until the seller signature is recorded and on file.

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

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Working with Real Estate Agents

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 representing you as your agent or simply assisting you while acting as an agent of the other party.

This brochure addresses the various types of agency 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 sales 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 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 dual 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.**

Sellers’ agents are compensated by the sellers.

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: _____

For Buyer/Seller

Agent Name: _____

License Number: _____

Firm Name: _____

Date: _____

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 Signature: _____

Buyer or Seller Name (Print or Type): _____

Buyer or Seller Signature: _____

Date: _____

Firm Name: _____

Agent Name: _____

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.

Buyer's Initials Acknowledging Disclosure: _____

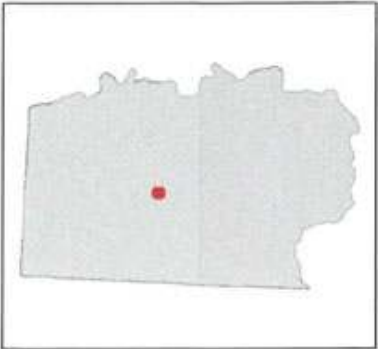
(Note: This brochure is for informational purposes only and does not constitute a contract for service.)

The North Carolina Real Estate Commission
P.O. Box 17100 • Raleigh, North Carolina 27619-7100
919/875-3700
Web Site: www.ncrec.gov REC 3.45 3/1/13

AUCTION 1087 – LOT A (Parcel ID: 121416)

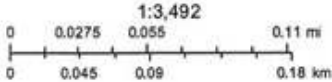


Owner Name: BRENDLE LYDIA U
Address: BOOGER SWAMP RD
Town: WINSTON-SALEM
PIN: 489700860589
Parcel ID: 121416
Deed Ref: 250/154
Total Acres: 22.15691118



April 6, 2022

Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. In no event shall Yadkin County Planning Department or Yadkin County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.



YADKIN COUNTY, NC YR 2020 REQUESTED BY CCAMPBELL RUN 7/16/20 TIME 17:09:11 PAGE 1
 RANDLEMAN BRENDLE LYDIA U BRENDLE LYDIA U NBHD: 02H2 121416
 380H KNOLLWOOD ST STE 406 380H KNOLLWOOD ST STE 406 489700860589 ROUTE#:
 WINSTON-SALEM NC 27103 WINSTON-SALEM NC 27103 BOOGER SWAMP RD
 Plat Bk/Pg 15654 15654 EXCD: 4897 00 86 0589
 Bldg No. Appraiser: Appr Date: APPR: APPR DT: 10/07/1998 LAND VALUE 126,480 126,480
 Imp Desc: Eff Yr: USE CODE: CR CHG RESIDUAL L MISC VALUE 0 0
 Grade : AVERAGE QUALITY Act Yr Bt: DISTRICT: 120 YADKINVILLE-TAX BLDG VALUE 0 0
 Stories/ Rms/ Bed/ Bth/ HBth NBHD: 02H2 ONE MILE HOG FARM TOTAL VALUE 126,480 126,480
 Finished Area: ASV SqFt Sales SqFt 2019 PRIOR YEAR 126,480 126,480

COMPONENT TYPE/CODE/DESC PCT UNITS RATE SIR# STR% SIZ% HGT% PER% CDS% COST %CPL

PROPERTY NOTES:

BOOK PAGE DT DATE QS SALES PRICE
 250 154 UNK 10/01/1984

PERMIT NO

TYPE

DATE

AMOUNT

BLDG CODE DESC UNITS EYB DT PCT ADD.DEPR PCT QGCD LOC% VALUE EXCD %COMP
 .00
 .00
 .00
 .00

LAND LAND TOTAL ACRES: 22.160 VALUE PER ACRE: 5,707 TOT CURRENT
 # ZONE TYPE/CODE LAND QTY LAND ACRES LAND RATE DPTH DPT% TOP% LOC% SIZ% SHP% OTH% ADJ FMV EXMPT
 1 AC O 10.160 10.160 5,952.76 .00 .00 100.00 .00 .00 .00 .00 .00 60,480
 2 AC W 12.000 12.000 5,500.00 .00 .00 100.00 .00 .00 .00 .00 .00 66,000



Yadkin County

TAX ADMINISTRATION RECORD SEARCH

Property Owner BRENDLE LYDIA U		Owner's Mailing Address 380H KNOLLWOOD ST STE 406 WINSTON-SALEM, NC 27103		Property Location Address BOOGER SWAMP RD							
Administrative Data Parcel Ref No. 121416 PIN 489700860589 Account No. 15654 Tax District YADKINVILLE-TAX DISTRICT Land Use Code CR Land Use Desc CHG RESIDUAL LND CLASS Subdiv Code Subdiv Desc Neighborhood 02H2		Administrative Data Legal Desc RANDLEMAN Deed Bk/Pg 250 / 154 Plat Bk/Pg / Sales Information Grantor Sold Date 0-0 Sold Amount \$ 0		Valuation Information Market Value \$ 126,480 Market Value - Land and all permanent improvements, if any, effective January 1, 2017, date of County's most recent General Reappraisal Assessed Value \$ 126,480 If Assessed Value not equal Market Value then subject parcel designated as a special class -agricultural, horticultural, or forestland and thereby eligible for taxation on basis of Present-Use and/or reduction from a formal appeal procedure							
Improvement Detail <i>(1st Major Improvement on Subject Parcel)</i> Year Built 0 Built Use/Style Current Use * Percent Complete 0 Finished Area (S/F) 0 ** Bathroom(s) 0 Full Bath(s) 0 Half Bath(s) ** Bedroom(s) 0 *** Multiple Improvements 000 <small>* Note - As of January 1 ** Note - Bathroom(s), Bedroom(s), shown for description only *** Note - If multiple improvements equal "MLT" then parcel includes additional major improvements</small>											
Land Supplemental Map Acres 0 Tax District Note Present-Use Info											
Improvement Valuation (1st Major Improvement on Subject Parcel) <table style="width:100%"> <tr> <td style="text-align:right">* Improvement Market Value \$</td> <td style="text-align:right">** Improvement Assessed Value \$</td> </tr> <tr> <td style="text-align:right">0</td> <td style="text-align:right">0</td> </tr> </table> <small>* Note - Market Value effective Date equal January 1, 2017, date of County's most recent General Reappraisal ** Note - If Assessed Value not equal Market Value then variance resulting from formal appeal procedure</small>						* Improvement Market Value \$	** Improvement Assessed Value \$	0	0		
* Improvement Market Value \$	** Improvement Assessed Value \$										
0	0										
Land Value Detail (Effective Date January 1, 2001, date of County's most recent General Reappraisal) <table style="width:100%"> <tr> <td style="text-align:right">Land Market Value (LMV) \$</td> <td style="text-align:right">Land Present-Use Value (PUV) \$ **</td> <td style="text-align:right">Land Total Assessed Value \$</td> </tr> <tr> <td style="text-align:right">126,480</td> <td style="text-align:right">126,480</td> <td style="text-align:right">126,480</td> </tr> </table> <small>** Note: If PUV equal LMV then parcel has not qualified for present use program</small>						Land Market Value (LMV) \$	Land Present-Use Value (PUV) \$ **	Land Total Assessed Value \$	126,480	126,480	126,480
Land Market Value (LMV) \$	Land Present-Use Value (PUV) \$ **	Land Total Assessed Value \$									
126,480	126,480	126,480									