

ADDENDUM TO OFFER TO PURCHASE AND CONTRACT  
BETWEEN \_\_\_\_\_ ("Buyer"), and THE ESTATE OF DAVID  
SANDOVAL LOPEZ, by and through, Charlotte Noel Fox, ADMINISTRATOR  
CTA("Seller") (New Hanover County files 25SP001508-640 # 25E001781-640 #)

Buyer and Seller hereby agree to the following additional conditions and provisions of the Agreement for Purchase and Sale of Real Property ("Contract") by and between Buyer and Seller for the real property commonly known as 4102 Fraternity Court, Wilmington, North Carolina (the "Property") to which this Addendum is attached:

1. In the event of any inconsistency or conflict between the terms and provisions set forth on this Addendum and the terms and provisions of the remaining portions of this Contract, the terms and provisions set forth on this Addendum shall prevail.
2. This Contract and the sale of the Property are subject to the ten (10) day upset bid procedure in accordance with Chapter 1, Article 29A of the North Carolina General Statutes. Any person submitting an upset bid to the Contract is subject to the terms of the Contract excluding the price, any financing contingencies and any examination period or due diligence period. Any upset bidder agrees that closing shall occur within fifteen (15) days of the filing of the Confirmation of Sale.
3. It is specifically understood that in accordance with Chapter 1, Article 29A of the North Carolina General Statutes, all inspections, appraisals, and surveys of the Property are the sole cost of the Buyer. No addendums, amendments, or changes to the Contract may be made after the filing of the Report of Sale. In the event an upset bid is received, Buyer shall not be entitled to be reimbursed by the Estate for the costs of any inspections, appraisals, surveys or other examination costs.
4. Title shall be conveyed by North Carolina Administrator's Deed or Special Warranty Deed subject to all items of record, including (but not limited to) easements, restrictions, restrictive covenants and pro-rata ad valorem real property

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

taxes for the current year. If Seller is unable to convey insurable title at closing as a result of any lien or encumbrance which was not placed or caused to be placed on the property by the Seller, the Buyer's sole remedy shall be to cancel the contract and receive a refund of the earnest money deposit or to accept title subject to such lien or encumbrance. If the Buyer breaches this contract, then the earnest money shall be forfeited and such forfeiture shall be the sole remedy available to the Seller for such breach.

5. The Property is being sold and purchased in an "as is" condition without Sellers or their agents warranty or guarantee and without representations by, or recourse to, Seller or their agents. Seller and their agents makes no warranties or representations with respect to the property, including, but not limited to, environmental condition, zoning, fitness for any particular purpose, or any other adverse conditions that may materially affect the value of the property.

**BUYER:**

\_\_\_\_\_

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

**SELLER:**

\_\_\_\_\_

Estate of David Sandoval Lopez,  
by and through Charlotte Noel Fox, Administrator CTA  
Date: \_\_\_\_\_

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