

BK 6434 PG 274 - 281

Prepared By & Return to: Jennifer Kirby Fincher, PLLC
324 N McPherson Church Road
Fayetteville, NC 28303
Revenue:\$0

NORTH CAROLINA
ONslow COUNTY

CONTRACT FOR DEED

THIS CONTRACT FOR DEED AND AGREEMENT made and entered into this 30
day of July, 2025, by and between Asher Investments, LLC, hereinafter called "Seller", and
Formyduval Homes, LLC, hereinafter called "Buyer";

WITNESSETH:

That the Seller agrees to convey a deed pursuant to the terms of this contract and the
Buyer agrees to make payments to the Seller pursuant to terms hereinafter set forth and that said
deed shall include, all of that plot, piece or parcel of land described below, together with all
improvements located thereon and such personal property as is listed below (the real and
personal property are collectively referred to as "the Property").

REAL PROPERTY: The real property is all of that certain part and parcel of land
located at 629 Haws Run Road, Jacksonville, NC, Parcel ID Number 021280 and more
particularly described as follows:

Submitted electronically by "Jennifer Kirby Fincher, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

LEGAL DESCRIPTION:

Commencing at an existing PK nail at the centerline intersection of N.C.S.R. 1110 (Scott Jenkins Road) with N.C.S.R. 1105 (Haws Run Road); thence along the centerline of N.C.S.R. 1105, north 42 degrees 52 minutes 31 seconds east 65.98 feet to an existing PK nail; thence leaving said centerline, south 84 degrees 01 minutes 27 seconds east 36.44 feet to an existing iron stake on the southeastern right-of-way line of N.C.S.R. 1105, said iron stake having NC grid coordinates of North = 353,237.666 and East = 2,440,161.086, said iron stake also being THE TRUE POINT OF BEGINNING; thence from the above described point of beginning along the southeastern right-of-way line of N.C.S.R. 1105, north 42 degrees 40 minutes 49 seconds east 180.51 feet to an existing iron stake; thence with a southwestern line of the Dirinda B. King property recorded in Deed Book 1959 page 420, south 57 degrees 34 minutes 16 seconds east 179.99 feet to an existing iron pipe; thence with a southwestern line of the Dirinda B. King property recorded in Deed Book 709 page 805, south 63 degrees 30 minutes 32 seconds east 249.99 feet to an existing concrete monument in a northwestern line of the Cumie Williams King property recorded in Deed Book 217 page 248; thence with said King line, south 42 degrees 44 minutes 44 seconds west 171.71 feet to iron stake set in a northeastern line of the Johnny G. Shepard property recorded in Deed Book 3071 page 721 and being shown as Tract .2A in Map Book 24 page 234 and also shown in Map Book 59 page 45; thence with said Shepard line, north 63 degrees 42 minutes 56 seconds west 133.44 feet to an existing iron stake; thence with a northeastern line of the cemetery tract shown in Map Book 24 page 234 and Map Book 59 page 45, north 63 degrees 52 minutes 49 seconds west 45.07 feet to an existing iron stake; thence with the aforesaid Shepard property, north 62 degrees 54 minutes 22 seconds west 166.92 feet to an existing iron stake; thence with a northeastern line of the Valerie Swartz-Wilson property recorded in Deed Book 2721 page 757 and shown in Map Book 51 page 45, north 55 degrees 31 minutes 36 seconds west 85:71 feet to the point and place of beginning. Containing 1.68 acres and being the remainder of that property recorded in Deed Book 3535 page 801 and being all of that property shown on a map entitled "Boundary Survey for RS and JS Investments, L.L.C." recorded in Map Book 69, page 205 of the Onslow County Registry.

The above description was prepared by Johnny J. Williams Land Surveying, P.C. from a survey completed on February 13, 2015. All courses are correct in their angular relationship to NC grid North NAO 1983 2011 adjustment.

PURCHASE PRICE: The Buyer agrees to pay for said Property the purchase price of Eight Hundred Fifty Thousand 00/100 Dollars (\$850,000.00) to be paid as set forth hereinafter. As of the date of this agreement, the outstanding balance is Five Hundred Eighty-three Thousand Three Hundred Eighteen and 58/100 Dollars (\$583,318.58).

SCHEDULE OF PAYMENTS: Buyer shall make payments of Five Thousand One Hundred Twenty-Nine and 66/100 Dollars (\$5,129.66) beginning July 1, 2025 and continuing

every month thereafter until the entire purchase price is paid in full no later than November 1, 2036

PREPAYMENT: Buyer shall have the right to prepay at any time and any prepayment shall be applied in accordance with heretofore schedule of payments set forth in this contract.

LATE CHARGE FOR OVERDUE PAYMENTS: If Seller has not received the full amount of any heretofore scheduled payment at the end of five (5) calendar days after the date it is due, Buyer shall pay a late charge of four (4) percent. However, the Seller's assessing of said late charge is not a waiver of any other remedies under this contract.

ATTORNEY'S FEES: Buyer agrees to pay all legal expenses incurred by Seller.

PLACE OF PAYMENT: All payments pursuant to the Contract shall be payable without demand at the residence of or by mail to Asher Investments, LLC, 10520 Chapel Hill Road, Unit 60, Morrisville, NC 28560 or as otherwise agreed to in writing, or their appointee or assigns.

TAXES: Taxes shall be paid by the Seller and Buyer shall reimburse Seller for the same as outlined hereinabove.

INSURANCE: Buyer shall secure and maintain hazard insurance of such type and amounts as may be required in their sole discretion and shall cause Seller to be listed as an additional insured. In the event of loss, Buyer shall give immediate notice by mail to Seller, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Seller instead of to Buyer, and the insurance proceeds, or any part thereof, may be applied by Seller at its option, either to the reduction of the balance then owed by Buyer or to the

restoration or repair of the property damaged. Buyer shall secure insurance coverage insuring against any loss related to Buyer's personal property as they deem necessary.

TIME IS OF THE ESSENCE: Buyer agrees to pay the purchase price of the Property as set forth in this Contract and it is understood and agreed that time of payments is of the essence of this contract.

DEFAULT: Buyer acknowledges that the Seller shall not actively market said property during the period of this contract and that therefore the Seller is taking considerable risk in the Buyer's performance of said contract; and therefore, failure of Buyer to pay the full amount of each scheduled payment when due, or failure of Buyer to comply with any provisions of this Contract, shall constitute default. If Buyer is in default and fails to cure the default and to otherwise be and remain fully in compliance with the terms of this Contract within ten (10) days after receiving written notice from Seller notifying Buyer of the default, then all rights of Buyer shall cease and terminate without further action by Seller. It is expressly understood that the Seller shall retain all payments made by the Buyer to the Seller and that the Buyer shall not seek any refund of said payments.

INDEMNIFICATION: Buyer agrees to indemnify and hold harmless Seller from any and all third-party claims, actions, liability and expenses (including the expense of attorneys' fees, court costs, settlements, and judgments) caused by or arising out of Buyer's occupation, use or possession of the Property, or Buyer's negligent or intentional actions or omissions on the Property, or because of violation of any restrictive covenants, ordinances or zoning provisions. Upon notice from Seller, Buyer will resist and defend any such claim or action at Buyer's expense and by counsel reasonably satisfactory to Seller.

FIRE AND OTHER CASUALTY: The risk of loss or damage by fire or other casualty at all times following the execution of this Contract shall be upon Buyer.

DELIVERY OF DEED/POSSESSION: Delivery of deed shall occur only after Buyer has paid the entire purchase price to the Seller. Said payments to be made in accordance with Schedule of Payments and subject to all provisions of said contract.

CONDITIONS: (1). All deed of trust, liens and other charges against the Property, except any liens arising from labor or material supplied or used on the Property for Buyer's benefit or with Buyer's approval, must be paid and canceled prior to or at closing.

(2). Title must be delivered at closing (date of Buyer's last scheduled payment) after all the terms of this contract have been performed by Buyer, by general warranty deed and must be fee simple marketable title, free of all liens and encumbrances except ad valorem taxes for the year of the closing, easements of record, unviolated restrictive covenants, zoning restrictions, any liens arising from labor or material supplied or used on the Property for Buyer's benefit or with Buyers approval, and such other encumbrances as may be assumed or specifically approved by Buyer.

ASSIGNMENTS: This Contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

NEW LOAN: Should Buyer decide to obtain a loan to pay in full the amount remaining owed pursuant to this Contract, Buyer shall be responsible for all costs with respect to said loan obtained by Buyer. Seller shall have no obligation to pay any discount fee or other charge in connection therewith.

INSPECTION: Buyer specifically acknowledges that he either has inspected the Property, by himself or qualified individuals acting on her behalf, or that he has been fully afforded an opportunity to have such an inspection done. Buyer acknowledges that (1) the electrical, plumbing, heating and cooling systems and built-in appliances, if any, are in good working order; (2) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s), if any, are performing the function which intended and are not in need of immediate repair; (3) there is no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (4) the well/water and septic/sewer systems, if any, are adequate, not in need of immediate repair and performing the function for which intended.

REPAIRS/MAINTENANCE: Buyer and Seller acknowledge that Buyer is responsible for all repairs and maintenance during the term of this agreement.

CLOSING EXPENSES: Seller shall pay for the preparation of a deed. All other expenses shall be paid by Buyer.

PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. In the event that Buyer shall meet his demise prior to the final scheduled payment, Buyer directs his estate and executor of her estate to make all scheduled payments and to adhere to the terms of said contract. As used herein, words in the singular include the plural and the masculine include the feminine and neuter genders, as appropriate.

NOTICE: Any notice required to be given under the terms of this Contract may be made to the other party by regular mail at the following addresses:

Asher Investments, LLC
10520 Chapel Hill Road, Unit 60
Morrisville, NC 27560

Formyduval Homes, LLC
115 W. Pennsylvania Avenue
Southern Pines, NC 28387

ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, addition or deletions hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, Seller has caused these presents to be executed in his, her or their name, attested and Buyer has hereunto set his, her or their hands, this the day and year first above written.

The Buyer may exercise his right to cancel the contract for deed until midnight of the third business day following execution of this contract for deed or delivery of a copy of the contract with the required minimum contents, whichever occurs later.

[signatures pages to follow]

ASHER INVESTMENTS, LLC

FORMYDUVAL HOMES, LLC

By: [Signature] (SEAL)

By: [Signature] (SEAL)

STATE OF NC

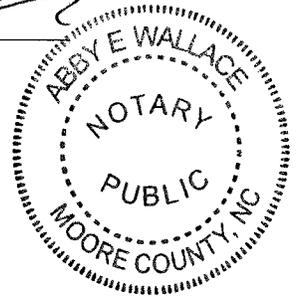
COUNTY OF MOORE

I, Abby E Wallace a Notary Public in and for said county and state aforesaid, do hereby certify that Aston Humphires as member Manager of Asher Investments, LLC, being duly authorized to do so, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 30 day of JULY, 2025.

My commission expires: 11/13/2028

[Signature]
Notary Public



STATE OF NC

COUNTY OF MOORE

I, Abby E Wallace, a Notary Public in and for said county and state aforesaid, do hereby certify that Jonathan Formyduval as member Manager of Formyduval Homes, LLC, being duly authorized to do so, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 30 day of JULY, 2025.

My commission expires: 11/13/2028

[Signature]
Notary Public

