



Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 8317 Dunes Ridge Pl, Sunset Beach, NC 28468

Owner's Name(s): Thedis Allene Trundy

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge.
• If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem.
• If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
• If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: "Dwelling" means any structure intended for human habitation, "Property" means any structure intended for human habitation and the tract of land, and "Not Applicable" means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. Buyers are strongly encouraged to:

- Carefully review the entire Disclosure Statement.
• Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign.

- Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.
• Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials D.T.B. Power of Attorney
River Initials _____ Owner Initials _____

**SECTION A.
STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF**

	Yes	No	NR											
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>11/2/22</u> If not owner-occupied, how long has it been since the owner occupied the property? _____	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A2. In what year was the dwelling constructed? <u>2004</u>			<input type="radio"/>											
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input type="radio"/> Brick Veneer <input checked="" type="radio"/> Vinyl <input type="radio"/> Stone <input type="radio"/> Fiber Cement <input type="radio"/> Synthetic Stucco <input type="radio"/> Composition/Hardboard <input type="radio"/> Concrete <input type="radio"/> Aluminum <input type="radio"/> Wood <input type="radio"/> Asbestos <input type="radio"/> Other: _____			<input type="radio"/>											
A5. In what year was the dwelling's roof covering installed? <u>2004</u>			<input checked="" type="radio"/>											
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>											
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>											
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>											
A9. Is there a problem, malfunction, or defect with the dwelling's:														
	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Foundation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Windows	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Attached Garage	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Slab	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Doors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Fireplace/Chimney	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Patio	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Ceilings	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Interior/Exterior Walls	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Floors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Deck	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>	Other: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Explanations for questions in Section A (identify the specific question for each explanation):

**SECTION B.
HVAC/ELECTRICAL**

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			<input type="radio"/>
<input checked="" type="radio"/> Furnace [____ # of units] Year: <u>2004</u>			
<input type="radio"/> Heat Pump [____ # of units] Year: <u>2004</u>			
<input type="radio"/> Baseboard [____ # of bedrooms with units] Year: _____			
<input type="radio"/> Other: _____ Year: _____			

Buyer Initials A.E.B. Owner Initials D.J.B.
 Buyer Initials power of attorney Owner Initials _____

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

Central Forced Air: _____ Year: 2004 Wall/Windows Unit(s): _____ Year: _____
 Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

Electricity Natural Gas Solar Propane Oil Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

Gas Logs for Fireplace - Disconnected Turned off.

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

City/County Shared well Community System Private well Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

Quality Pressure Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

Copper Galvanized Plastic Polybutylene Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) Gas: _____ Electric: _____ Solar: _____ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

Septic tank with pump Community system Septic tank Drip system
 Connected to City/County System City/County system available Other: _____

Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? _____ No Records Available

Date the septic system was last pumped: _____

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system (pipes, fixtures, water heater, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Water supply (water quality, quantity, or pressure)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Explanations for questions in Section C (identify the specific question for each explanation):

Power of Attorney does not use a residence. Not aware of any ~~other~~ issues.

Buyer Initials _____
Buyer Initials _____

Owner Initials DJ-B
Owner Initials _____

**SECTION D.
FIXTURES/APPLIANCES**

D1. Is the dwelling equipped with an elevator system? If yes, when was it last inspected? _____ Date of last maintenance service: _____	Yes No NR <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
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D2. Is there a problem, malfunction, or defect with the dwelling's:

NA Yes No NR	NA Yes No NR	NA Yes No NR	NA Yes No NR
Attic fan, exhaust fan, ceiling fan <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input checked="" type="radio"/>	Irrigation system <input type="radio"/> <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/>	Sump pump <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>	Garage door system <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/>
Elevator system or component <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Pool/hot tub /spa <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/> <input checked="" type="radio"/>	Gas logs <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/> <input checked="" type="radio"/>	Security system <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/> <input checked="" type="radio"/>
Appliances to be conveyed <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/>	TV cable wiring or satellite dish <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/>	Central vacuum <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>	Other: _____ <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>

Explanations for questions in Section D (identify the specific question for each explanation):

_____ *Gas logs have been turned off by the owner.*

**SECTION E.
LAND/ZONING**

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?	Yes No NR <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)	<input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)	<input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?	<input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
E5. Does the property abut or adjoin any private road(s) or street(s)?	<input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? <input type="radio"/> NA	<input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>

Explanations for questions in Section E (identify the specific question for each explanation):

**SECTION F.
ENVIRONMENTAL/FLOODING**

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?	Yes No NR <input type="radio"/> <input checked="" type="radio"/> <input checked="" type="radio"/>
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Buyer Initials _____ Owner Initials D.J.B. Power of Attorney

Buyer Initials _____ Owner Initials _____

- | | Yes | No | NR |
|--|----------------------------------|----------------------------------|----------------------------------|
| F2. Is there an environmental monitoring or mitigation device or system located on the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property? | <input checked="" type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F5. Is the property located in a federal or other designated flood hazard zone? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F8. Is there a current flood insurance policy covering the property? | <input checked="" type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| F10. Is there a flood or FEMA elevation certificate for the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

- | | Yes | No | NR |
|--|-----------------------|----------------------------------|-----------------------|
| G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| G2. Is the property subject to a lease or rental agreement? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit? | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials _____ Owner Initials DOB. Power of Attorney
 Buyer Initials _____ Owner Initials _____

**SECTION H.
OWNERS' ASSOCIATION DISCLOSURE**

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?
 If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:
 a. (specify name) Premier Management Group whose regular assessments ("dues") are \$ _____ per quarterly.
 The name, address, telephone number, and website of the president of the owners' association or the association manager are: P.O. Box 12051, Wilmington, N.C. 28405
 b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.
 The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____
 c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?
 If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?
 If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?
 If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?
 If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Therdis Allene Trundy Date 8/29/25
Nousi J. Beard power of attorney

Owner Signature: _____ Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____



Working With Real Estate Agents Disclosure (For Sellers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this seller.

DJB **Seller's Agency** (listing agent): The agent who gave you this form (and the agent's firm) must enter into a written listing agreement with you before they begin to market your property for sale. If you sign the listing agreement, the listing firm and its agents would then represent you. The buyer would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

DJB **Dual Agency:** Dual agency will occur if your listing firm has a buyer-client who wants to purchase your property. If you agree in a written agency agreement, the real estate firm, and any agent with the same firm (company), would be permitted to represent you and the buyer at the same time. A dual agent's loyalty would be divided between you and the buyer, but the firm and its agents must treat you and the buyer fairly and equally and cannot help you gain an advantage over the other party.

DJB **Designated Dual Agency:** If you agree in a written agency agreement, the real estate firm would represent both you and the buyer, but the firm would designate one agent to represent you and a different agent to represent the buyer. Each designated agent would be loyal only to their client.

_____ **Buyer Agent Working with an Unrepresented Seller** (For Sale By Owner, "FSBO"): The agent who gave you this form will not be representing you and has no loyalty to you. The agent will represent only the buyer. Do not share any confidential information with this agent.

Note to Seller: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it. *Power of Attorney.*

Denise J. Beard Denise T. Beard _____ 8.29.2025
 Seller's Signature Print Name Seller's Signature Print Name Date

Dreama Dowden Hunt ncr.752510147 Realty ONE Group DocksideNorth
 Agent's Name Agent's License No. Firm Name

COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": Thedis Allene Trundy

"Buyer":

"Property": 8317 Dunes Ridge Pl, Sunset Beach, NC 28468

- 1. FEE: (Check Only One) [X] Seller or [] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [X] 3 % of the gross sales price; [] A flat fee of \$ _____; or, [] Other: _____
2. PAYMENT: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.
3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or _____, 20____, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach. If Listing Firm has agreed to pay the Fee, Listing Firm will not be obligated to pay if Seller breaches the Contract and Listing Firm is not paid. Buyer signs below only to acknowledge and consent to the Fee.
4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Form with signature lines for Listing Firm (Realty ONE Group DocksideNorth, Agent Dreama Dowden Hunt), Seller (Thedis Allene Trundy), and Buyer. Includes handwritten date 8/29/2025 and signature of Thedis Allene Trundy.



COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": Thedis Allene Trundy
"Buyer":
"Property": 8317 Dunes Ridge Pl, Sunset Beach, NC 28468

- 1. FEE: (Check Only One) [X] Seller or [] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [X] 6 % of the gross sales price; [] A flat fee of \$; or, [] Other:
2. PAYMENT: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement.
3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm.
4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Form with four quadrants for Listing Firm, Selling Firm, Seller, and Buyer signatures and dates. Includes handwritten entries for agent name (Dreama Dowden Hunt), date (8/29/25), and seller name (Thedis Allene Trundy).





STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
- A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
- You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

		Yes	No	No Representation
_____ Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____ Buyer Initials	2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
_____ Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	
_____ Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____ Buyer Initials	5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u>ATFB</u> Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 8317 Dunes Ridge Pl, Sunset Beach, NC 28468

Owner's Name(s): Thedis Allene Trundy Denise Trundy Beard

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Denise J. Beard Power of Attorney Date 8/29/25

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Agreement is between Thedis Allene Trundy Denise Trundy Beard Power of Attorney ("Seller") and Realty ONE Group DocksideNorth ("Firm").

- 1. Services Provided: Seller hires Firm as an exclusive agent to help Seller sell the Property, defined below. Seller agrees to cooperate with Firm and agrees that all leads, prospective buyers, marketing (as defined below), offers, negotiations, contracts, inspections, appointments, and any other activities (the "Services") in connection with selling the Property will be facilitated by and through Firm only. Firm will act in the best interest of Seller. Firm may assign other agents in Firm to provide the Services at any time.
2. Term of Agreement: Unless the box below is checked, this Agreement will be effective when signed by Seller and Firm. It will expire at 11:59 p.m. on 10/05/2026 ("Expiration Date").

Existing Agency: The Property is currently listed for sale exclusively with another firm. The listing agreement expires on 08/25/2025. This Agreement will become effective immediately when current listing agreement ends.

Property: Street Address: 8317 Dunes Ridge Pl
City: Sunset Beach Zip: 28468 County: Brunswick, NC
Lot/Unit 50, Block/Section, Subdivision/Condominium Cape Side
Plat Book/Slide 24 at Page(s) 116 PIN/PID:
Other description: Cul-D-Sac; Wooded
Some or all of the Property may be described in Deed Book 2106 at Page 799
The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon and the Fixtures as defined below.

Additional Parcels: If additional parcels are part of this Agreement, they are described in an attached exhibit, and the term "Property" will include all the additional parcels in the exhibit.

Fixtures: Unless excluded in subsections (b) and (c) below, all the items below existing on the Property and all existing fixtures will be included in the sale of the Property as part of the purchase price and free of liens. The bulleted items below include both traditional and "smart" versions as well as any dedicated or related equipment and remote-control devices.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
Antennas; satellite dishes and receivers
Basketball goals and play equipment (permanently attached or in-ground)
Ceiling and wall-attached fans; light fixtures (including existing bulbs)
Exercise equipment/devices that are attached
Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
Floor coverings (attached)
Garage door openers
Generators that are permanently wired
Thermostats
Storage shed; utility building
Solar electric and solar water heating systems
Electric vehicle chargers
Invisible fencing with power supply
Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
Mailboxes; mounted package and newspaper receptacles
Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
Window/Door blinds and shades; curtain/drapery rods and brackets; door and window screens and combination doors; awnings and storm windows
Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks



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- a. Duty to Unpair and Delete Data: Prior to Closing, Seller must "unpair" from any devices that will be delivered to a buyer. This includes, but is not limited to, hubs, virtual assistants, mobile devices, and vehicles. Seller must delete any personal data and restore all devices to factory default settings unless otherwise agreed. Seller's duty will survive Closing.
- b. Items Leased or Not Owned: Any item which is leased or not owned by Seller, such as satellite dishes, appliances, solar panels, electric car chargers, and alarm systems must be identified here and will not convey: _____

_____. Except for any leased fuel tank identified in section 13(s), Seller understands that if a leased item is not excluded here, but otherwise subject to being conveyed to a buyer in a purchase contract, then Seller must convey the item to the buyer at closing free of liens.

- c. Other Excluded Items: The following will also be excluded from the sale of the Property: _____

- d. Personal Property: The following personal property present on the Property on the date of the offer shall be transferred to a buyer at no value at closing: _____

5. **Listing Price**: Seller agrees to list the Property for \$ 470,000.00. Seller will accept payment from a buyer on the following terms (check all that apply): Cash FHA VA USDA Conventional Loan Assumption Seller Financing Other: _____. Seller agrees to sell the Property for the listing price or any other price or terms Seller may accept.

6. **Marketing**: Firm will use its best efforts to find a ready, able, and willing buyer. Unless otherwise directed below, Firm will begin marketing on (insert date) 08/30/2025 ("Marketing Date").

- a. Seller authorizes Firm to (initial only one option):

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Public Marketing: Firm will submit the Property to listing services and market the Property to the general public. Seller authorizes Firm to provide any information a listing service may request to the listing service. Seller in particular authorizes:

- "Coming Soon" Advertising. Firm will advertise the Property as "coming soon" in accordance with any rules applicable to such marketing. The status of the Property will change to "active" on _____.
- Signs. Firm will place yard signs and other signage on or near the Property and remove them when the Services are complete.
- Open Houses. Firm will conduct open houses and coordinate dates and times with Seller.
- General Advertising. Unless otherwise agreed herein, Firm will advertise the Property on the internet and in other media as Firm, in its sole discretion and expertise, will direct. Seller gives Firm authorization to use, license, or sell information about the Property to others in order to provide the Services. Seller understands that the Property's address will be visible to the public, and that Firm may not be able to limit automated valuations, distribution, or commentary concerning the Property.

Office Exclusive: Firm will only market the Property to buyer prospects who are clients of Firm. Seller authorizes Firm to notify any listing service of this office exclusive designation, provided that the Property will not be advertised in the listing service. Seller agrees to sign any document required by the listing service to permit the Property to be marketed as office exclusive.

- b. Lock Boxes: Seller does does not agree to allow Firm to place a lock box on the Property for keys.
- c. Marketing Risks: While marketing is a critical element to allowing Firm provide the Services, it does have some risks, which include, but are not limited to: unauthorized use of keys; inability to control visitors to the Property, including the taking of photos or video; and incorrect information about the Property being published or information about the Property being misused by others. Seller understands that Firm cannot control these and other risks, and that Firm may not have control of information that may be published about the Property. Such information will therefore not be removed. Seller agrees to secure all valuables, medications, and other personal property during the term of this Agreement, and to release and discharge Firm from any liability not caused by Firm's gross negligence arising out of marketing the Property.

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d. Surveillance Devices: Seller agrees to disable any and all audio devices whenever the Property is being shown, during inspections, and any other time Firm directs. See section 15 below for more information.

7. Fees and Costs for the Services:

a. Negotiable Fee: SELLER UNDERSTANDS THAT THE AMOUNT, FORMAT, OR RATE OF REAL ESTATE COMPENSATION IS NOT FIXED BY LAW BUT IS SET BY EACH BROKER OR FIRM INDIVIDUALLY AND IS FULLY NEGOTIABLE.

b. "Firm's Fee": Seller agrees to pay Firm as follows for the Services (check all that apply):

A non-refundable retainer of \$ 500.00 which will be credited toward Firm's Fee at closing

_____ % of the Property's gross sales price

A flat fee of \$ _____

Other Fee(s) (specify name and amount): _____

Firm's Fee schedule attached

c. Cooperative Compensation to Other Agents: Seller has no duty to offer compensation to an agent working with a buyer, which is commonly referred to as cooperative compensation. Firm has provided Seller with Firm's best advice on the advantages and disadvantages of offering, or not offering, cooperative compensation. Seller accordingly does does not agree to offer cooperative compensation. If Seller *does* agree, check one of the following:

Firm is authorized to offer _____ % of the Property's gross sales price or a flat amount of \$ _____ to a cooperating agent, such as a seller subagent or a buyer's agent. This will not be deducted from Firm's Fee. See 7(c)(i) below.

Seller may offer 3 % of the Property's gross sales price or a flat amount of \$ _____ to a cooperating agent, such as a seller subagent or a buyer's agent, directly through a separate document (such as Standard Form 220).

Firm will offer cooperative compensation as explained in Firm's attached policy.

i. If Seller authorizes Firm to offer cooperative compensation, Seller agrees that: (a) Firm may advertise and negotiate cooperative compensation on Seller's behalf; (b) any negotiated cooperative compensation must be paid by Seller to Firm at closing in addition to Firm's Fee; and (c) the negotiated cooperative compensation will be disbursed to the cooperating agent by Firm.

ii. If Seller offers cooperative compensation directly, Seller authorizes Firm to advertise the cooperative compensation. Seller agrees to pay cooperative compensation at closing in compliance with any executed cooperative compensation agreement (such as Standard Form 220).

iii. Nothing in this section will prohibit Seller from later offering to pay buyer's expenses in a purchase contract or later offering cooperative compensation directly to a cooperating agent in a separate document

d. Total Cost (optional): _____

e. Firm's Fee Earned: Except for any non-refundable retainer, Firm's Fee will be earned:

i. If a ready, able, and willing buyer is procured by Firm or a cooperating agent substantially satisfying the price and terms agreed to by Seller in this Agreement.

ii. Seller enters into a written contract ("Contract") during the term of this Agreement to sell, option, or convey the Property to a buyer.

iii. Protection Period: The fee will also be deemed earned if, within 30 days after this Agreement expires, Seller either directly or indirectly agrees to sell, option, or convey the Property to any party procured by Firm while this Agreement was in effect. Within 15 days after the Expiration Date, Firm will deliver to Seller a list of the names of parties procured by Firm to which this protection period will apply. However, if Seller signs a valid listing agreement with another real estate broker before Seller agrees to sell, option, or convey the Property, then this protection period will not apply.

f. Due and Payable: Any Firm's Fee earned will be due and payable to Firm at closing of a Contract, Seller's default on a Contract, Seller's unreasonable modification or cancellation of a Contract, or Seller's default of this Agreement (including Seller's refusal to sign an offer to purchase substantially satisfying the price and terms agreed to by Seller in this Agreement).

g. Transfer of Interest in Business Entity: If Seller is a partnership, corporation, or other business entity, and an interest in the partnership, corporation, or other business entity is transferred, whether by merger, outright purchase, or otherwise in lieu of a

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sale of the Property, and applicable law does not prohibit the payment of a fee or other compensation in connection with such sale or transfer, Firm's Fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Seller at the time of the transfer.

8. **Home Warranty:** Seller does does not agree to purchase a home warranty for the Property. If Seller does agree, the vendor, cost, sales tax, and Firm's compensation from vendor, if any, will not exceed: _____

9. **Pre-Marketing Home Inspection:** Seller does does not agree to obtain and pay for a pre-marketing inspection for the Property.

10. **Earnest Money Deposit and Due Diligence Fee:**

- a. Firm does does not have a trust account to hold earnest monies.
- b. If a buyer defaults on a purchase contract, Seller does does not agree to equally split any earnest money forfeited by the buyer, provided that Firm's portion will not exceed the fee agreed to in this Agreement.
- c. Any due diligence fee will be paid to either Seller or (insert other party or parties): _____
 _____ Firm agrees to direct any potential buyer accordingly.
- d. Seller authorizes Firm to provide any escrow agent with Seller's mailing address.

11. **Dual Agency:** Dual agency occurs when a real estate firm represents both the seller and the buyer in a transaction. Designated dual agency is a specific type of dual agency where a firm will appoint one agent to represent only the interests of the seller and a different agent to represent only the interests of the buyer. Designated dual agency permits a firm to fully advise and advocate for both a buyer and a seller as if the appointed agents were not both affiliated with the same firm. Not every real estate firm offers dual agency or designated dual agency. Authorizations available below may vary.

- a. **Terms of Dual Agency:** If dual agency is permitted, Seller understands and agrees to the following:
 - i. Firm will act as Seller's exclusive agent up until dual agency occurs. However, in its separate representation of Seller and a buyer, Firm may obtain information which, if disclosed, could harm Seller's bargaining position.
 - ii. Seller will have to make their own decisions as to what terms will be agreed to as part of an offer to purchase unless designated dual agency is directed by Seller below.
 - iii. Unless required by law, Firm will not disclose to a buyer: that Seller may agree to a price or contract terms different than what Seller has offered; Seller's motivation for wanting to sell a property; and any other information that Seller has told Firm is confidential. Firm will similarly not reveal to Seller the same kind of information as it relates to a buyer.
 - iv. Firm will represent Seller and the buyer in a balanced and fair manner, and Firm will assist both parties in their communications regarding the transaction. However, Firm will be limited in its ability to advocate for Seller, like an exclusive agent would, unless designated dual agency is directed below.
 - v. If designated dual agency is directed, an agent in Firm will not be designated to represent Seller or the buyer if that agent has received confidential information concerning the other party.
 - vi. Seller has determined that the advantages of dual agency outweigh the disadvantages.

b. **Authorizations:** Initial only as applicable below.

_____ Firm may NOT act as a dual agent in a transaction involving Seller.

_____ Firm may act as a dual agent in a transaction involving Seller.

If Firm **may** act as a dual agent, then initial only one line below:

_____ Seller does authorize the same agent to represent both Seller and a buyer in dual agency.

_____ Seller does NOT authorize the same agent to represent both Seller and a buyer in dual agency.

_____ Seller does NOT authorize the same agent to represent both a buyer and Seller in dual agency and directs Firm to practice designated dual agency. If Seller directs Firm to practice designated dual agency, then Firm will practice designated dual agency unless: (i) it is not allowed under North Carolina law; or (ii) Seller authorizes Firm in writing to practice dual agency only.

c. **Material Facts:** Regardless of whether dual agency is authorized, Firm must disclose any material facts to all parties in a transaction. This duty applies whether Firm is Seller's exclusive agent or a dual agent, including designated dual agency.

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power of attorney

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Agent Initials *D.J.*

- d. Waiver: Should Firm become a dual agent, Seller waives all claims, damages, losses, expenses, and liabilities, other than for violations of the NC Real Estate License Law and intentional wrongful acts arising from Firm's role as a dual agent.
12. **Disclosures and Representations**: Seller agrees to update the following immediately if any changes occur. All disclosures and representations are to the best of Seller's knowledge.
- a. Seller is is not working with a relocation company.
 - b. Seller has has not received sample copies of the purchase contract and professional services disclosure form.
 - c. Seller has has not owned the Property for at least one year.
 - d. Seller does does not own the Property. If Seller does not own the Property, Seller will provide Firm information about Seller's purchase, including a copy of any contract. Seller agrees to promptly update Firm as the purchase progresses.
 - e. Seller affirms that the Property has legal access to a public right of way. If access is by other means, such as a private road or an easement, there is is not an agreement regarding maintenance of the access. Seller will promptly give Firm any documents regarding access, if any.
 - f. The Property does does not have a mobile home on it that will be part of any sale. If a mobile home is on the Property, the VIN, Year, Model, and other information is as follows: _____
 - g. The Property is is not subject to one or more owner's association(s). If the Property is subject to an owner's association: Name and contact info of president or manager: Cape Side - Premier Management Group
Website or other information: (910) 679-3012
Owner's Association Dues or Fees: _____
Seller must assist Firm in obtaining owner's association information.
 - h. The Property is is not subject to restrictive covenants, conditions, or restrictions. Seller agrees to provide a copy of the covenants, conditions, or restrictions, if any.
 - i. The Property is is not subject to a known potential or pending dispute, violation, or litigation that involves or affects Seller, the owner's association, or the Property. If the Property is, describe in detail: _____
 - j. Seller is is not a foreign person as defined by the Foreign Investment in Real Property Tax Act. If Seller is not a foreign person as defined by FIRPTA, Seller agrees to provide the closing attorney with a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). Seller acknowledges that there may be withholding as provided by the Internal Revenue Code if Seller does not provide a non-foreign status affidavit.
 - k. *Flood Hazard, Wetlands, and Flood Insurance*:
 - i. The Property is is not located partly or entirely within a designated federal, state, or local flood or hazard area.
 - ii. The Property is is not affected by other water or riparian issues, such as creek buffers or wetlands.
 - iii. Seller does does not have or maintain flood insurance on the Property.
 - l. The Property has has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system," commonly known as "EIFS" or "synthetic stucco."
 - m. The Property is is not subject to a termite bond. If there is a termite bond, the bond is is not transferable. Provide termite bond vendor information, if applicable: _____
 - n. Seller is is not under bankruptcy protection. If Seller has not filed for bankruptcy as of the effective date of this Agreement, but later decides to file, Seller agrees to notify Firm immediately.
 - o. The Property is is not subject to any special assessment, either approved or under consideration. If the Property is, describe in detail: _____
 - p. The Property is is not subject to a deed of trust, mortgage, HELOC, or equity line of credit (even if \$0). If the Property is, provide lender name, lender contact information, and balance for each one: _____
- _____. Seller also affirms unless specified otherwise in (vi) below:
- i. Seller is current on all payments.
 - ii. Seller is not in default and has not received notice of default or foreclosure.
 - iii. There are no other liens against the property, such as tax, owner's association, or mechanic's liens.
 - iv. There are no judgments against the Property and Seller is not aware of a matter that may cause a judgment.
 - v. There are no UCC fixture filings affecting the Property.
 - vi. Any information regarding the above (i)-(v): _____

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- q. The Property is is not subject to a lease. If the Property is, Seller agrees to promptly provide Firm with the lease and the contact information for the property manager, if any.
- r. The Property has has not had an FHA appraisal within the 180 days prior to the effective date of this Agreement. If the Property has, Seller agrees to promptly provide Firm with the appraisal.
- s. The Property does does not have a fuel tank on it. If the Property does, describe all tank(s) in detail, including whether the tank(s) is in use are owned, leased, above ground, below ground, the type of fuel, auto-refill schedule, and vendor name and contact information: Gas tank for the fireplace which is off and a gas line to the oven/range. The gas tank is buried in the back of the yard.
- t. The Property will will not include the following off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit (description): _____
- u. The Property is is not in violation of any law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning). If the Property is, explain details: _____
- v. Other reasons Seller may not be able to sell the Property: _____
- w. Other Seller Disclosures or Representations: _____

13. **Seller's Duties:** Seller agrees to fully cooperate with Firm and further provide reasonable access to the Property; provide Firm with information and documents upon request; allow Firm to provide documents to other parties as necessary to facilitate a purchase; deliver a general warranty deed at closing; and comply with any purchase contract.

14. **Surveillance; Photographs; and Video:**

- a. Federal and state laws prohibit the recording of oral communications without consent. However, video surveillance without consent may be permitted. Seller may not intrude on a buyer's reasonable expectation of privacy. Seller should only video spaces in plain view. If Seller were to intrude on a buyer's privacy, then Seller may be subject to liability. Firm may not have control of pictures or videos of a property, and accordingly, such information will not be removed from public display.
- b. Firm is specifically authorized to use, for any purposes whatsoever, any and all photographs, drawings, video, advertising copy or other information obtained by or provided to Firm pursuant to this Agreement (including but not limited to any information concerning the price and terms of the sale of the Property, the description of the Property and the length of time the Property is on the market) ("Materials"), both before and after the sale or, in the event there is not a sale, after this Agreement has expired or terminated. Seller shall not have or acquire any rights to use any of the Materials created by, on behalf of, or at the direction of Firm or an agent of Firm either during or after the Term of this Agreement without Firm's written consent. If Seller provides any Materials to Firm ("Seller Materials"), Seller represents that Seller owns the Seller Materials or otherwise has the legal right to provide the Seller Materials to Firm, and Seller grants to Firm and any listing service in which Firm or its agents participate a nonexclusive, perpetual license to use the Seller Materials, including the rights to display, reproduce, distribute or make derivative works from the Seller Materials. Seller agrees to indemnify and hold Firm and its agents harmless from any and all claims resulting from use of the Seller Materials under the terms of this license.

15. **Other Professional Advice:** Seller is advised to seek other professional advice regarding law, taxes, financing, insurance, surveying, wood destroying insects, structural soundness, engineering, building construction, and other matters related to purchasing real estate. Seller also should consider seeking legal advice regarding this Agreement. Firm may provide recommendations for these other services, but Firm cannot guarantee the quality or level of expertise. Seller agrees to hold Firm harmless regarding Seller's use of other professional services. Seller also agrees to fully indemnify Firm if a claim is brought against Firm stemming from Seller's use of other professionals or Seller's election not to use other professionals.

16. **Seller Inspection Costs:** If Seller orders or directs Firm to order inspections or other professional services as part of selling the Property, Seller, and not Firm, must pay for all such inspection costs and other professional services unless otherwise agreed. Buyer-incurred inspection costs are not addressed in this section and may be negotiated later as part of a purchase contract.

17. **Confidentiality:** Firm will not disclose the price or other terms of an offer by any buyer to a competing party without the express consent of that buyer. However, Seller may elect not to treat a buyer's offer as confidential. Seller may also elect not to disclose other offers and instruct Firm to keep that information confidential.

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18. **WIRE FRAUD WARNING:** Before sending any wire, Seller should verify the recipient's phone number independently, and call the recipient to verify the wiring instructions. If Seller receives wiring instructions for a different bank, branch location, or account name or number, they should be presumed fraudulent. If fraud is at all suspected, do not send any funds, contact the recipient immediately, and presume that any phone number received in an email from the closing attorney, Firm, another real estate agent, or anyone else is fraudulent. Seller understands that there are risks associated with wire transfers that are not within the reasonable control of Firm. Seller agrees to release and discharge Firm and Firm's agents from all claims not caused by gross negligence relating to a wire transfer associated with the Services.

19. **Additional Terms:** _____
_____. If there is a conflict between the terms in this section and any other part of this Agreement, the terms in this section will control. Firm and Seller may also insert "see attached" and add additional terms with a separate addendum.

20. **Merger; Termination; Modification; Assignment; Enforcement; Attorney's Fees; and Governing Law:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This Agreement may only be terminated or modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. In the event of termination, Firm may require reimbursement of fees, costs, and expenses, in addition to other remedies. If this Subject to statutory limitations, if legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

21. **NONDISCRIMINATION:** FIRM SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY TRANSACTION.

Donise Trundy Beard
Seller: (Name) Thedis Allene Trundy (Signature) *Donise J. Beard* ^{*power of attorney*} (Date) 8/29/25
Contact: (Phone and Email) (843) 222-1826 designsbydenise777@gmail.com
Mailing Address: 4408 Barcelona Ln Little River SC 29566

Seller: (Name) _____ (Signature) _____ (Date) _____
Contact: (Phone and Email) _____
Mailing Address: _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____
By: (Name & Title) _____ (Signature) _____ (Date) _____
Contact: (Phone and Email) _____
Mailing Address: _____

Firm: (Name) Realty ONE Group DocksideNorth (License Num.) 20428 (Phone) (843) 663-4030
By: (Agent Signature) *Dreamadockside* (License Num.) ncr.752510147 (Date) _____
Office Address: 2120 Sea Mountain Hwy N Myrtle Beach SC 29582
Agent Contact: (Phone, Fax, and Email) (843) 283-9784 dreamadockside@gmail.com

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