

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$830.00

Parcel Identifier No. 1743612149 Verified by _____ County on the ____ day of _____, 20__

By: _____

Mail/Box to: Midtown Property Law, 4800 Six Forks Road, Suite 120, Raleigh, NC 27609

This instrument was prepared by: Midtown Property Law, 4800 Six Forks Road, Suite 120, Raleigh, NC 27609

Brief description for the Index: LO70 Poplar Creek Village PH1B

THIS DEED made this 19th day of August, 2021, by and between

GRANTOR	GRANTEE
Opendoor Property Trust I, a Delaware Statutory Trust 410 N. Scottsdale Road, Suite 1600 Tempe, AZ 85281	Thomas Lee Mitchell and Beverly Gayle Mitchell, husband and wife 4903 Stony Falls Way Knightdale, NC 27545

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Knightdale, Wake County, North Carolina and more particularly described as follows:

All of Lot 70 of Poplar Creek Village Subdivision, Phase 1B, as shown on map recorded in Book of Maps 2013, Page 102, Wake County Registry, to which maps reference is hereby made for a more particular description.

Parcel ID: 1743612149

Tax ID: 0414905

Property Address: 4903 Stony Falls Way, Knightdale, NC 27545

The property hereinabove described was acquired by Grantor by instrument recorded in Book 18569 page 36.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 2013 page 102.

Submitted electronically by "Midtown Property Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

There is excepted from these warranties all easements, conditions, rights of way and restrictions as may appear on public record; and the lien of ad valorem taxes for the current year which taxes have been prorated as to the date of closing between the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Opendoor Property Trust I, a Delaware statutory trust _____ (SEAL)
(Entity Name) Print/Type Name:

By: Opendoor Labs Inc., a Delaware Corporation, as Trust Manager _____ (SEAL)
Print/Type Name:

By: *Kylie Ottney* _____ (SEAL)
Print/Type Name: Kylie Ottney

Its: Authorized Signer _____ (SEAL)
Print/Type Name: _____

State of ~~California~~ AZ
County of Maricopa

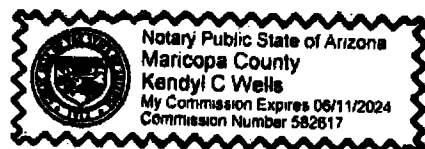
(Official/Notarial Seal)

On the 19 day of August, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Kylie Ottney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity as Authorized Signer of Opendoor Labs Inc., a Delaware Corporation, Trust Manager of Opendoor Property Trust I, a Delaware statutory trust, and that by his/her signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year in this certificate first above written.

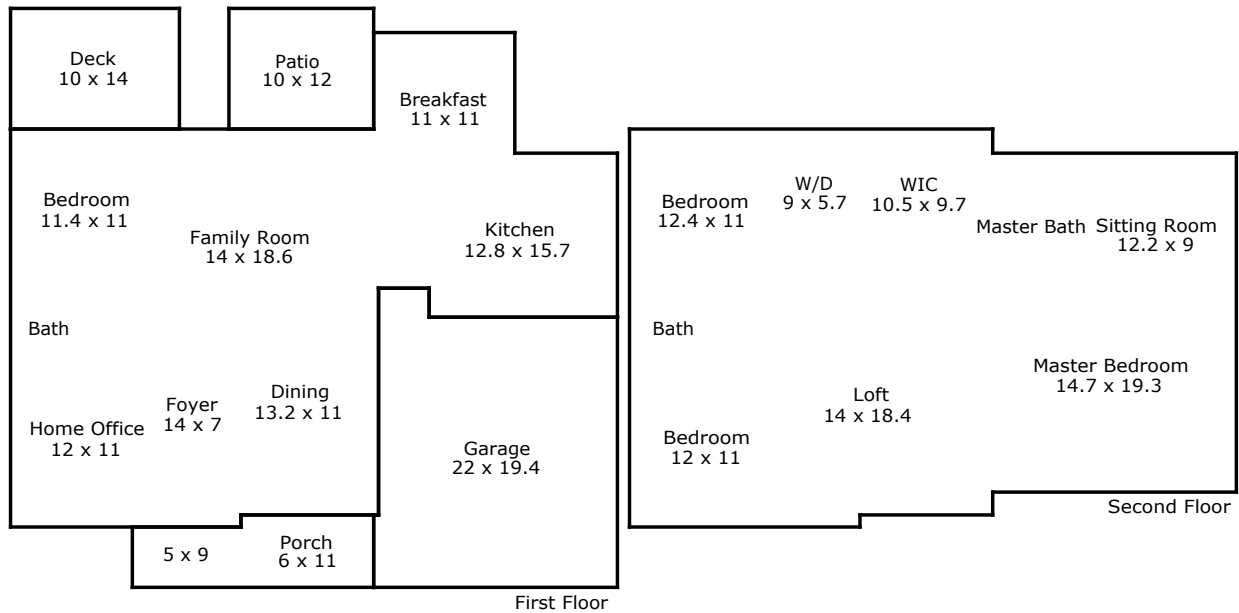
Kendyl C Wells
Kendyl C Wells Notary Public
Notary's Printed or Typed Name

My Commission Expires:
06/11/2024



Building Sketch

Borrower/Client				
Property Address 4903 Stony Falls Way				
City	Knightdale	County	Wake	State NC Zip Code 27545-5111
Lender				



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	1370.5 Sq ft
Second Floor	1549.92 Sq ft
Total Living Area (Rounded):	2920 Sq ft
Non-living Area	
Porch	111 Sq ft
Garage	456 Sq ft
Patio	120 Sq ft
Deck	140 Sq ft



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

Instructions to Property Owners

1. 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.
2. 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.
3. 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
<u> </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Seller has severed the mineral rights from the property.			
<u> </u> Buyer Initials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u> </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u> </u> Buyer Initials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.			
<u> </u> Buyer Initials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

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: **4903 Stony Falls, Knightdale, NC 27545**

Owner's Name(s): **Thomas Mitchell, Beverly Gayle Mitchell**

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:  **Thomas Mitchell** Date 08/20/2023
 Owner Signature:  **Beverly Gayle Mitchell** Date 08/17/2023

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 _____



STATE OF NORTH CAROLINA RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
- You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
 - If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
 - If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
 - If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.
 - If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
- If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
- You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "**Note to Buyers**" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.


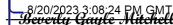
Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. To cancel the contract, you must 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 the 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.

- In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: **4903 Stony Falls, Knightdale, NC 27545**

Owner's Name(s): **Thomas Mitchell, Beverly Gayle Mitchell**

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

Owner Signature:  **Thomas Mitchell** Date 08/20/2023
 Owner Signature:  **Beverly Gayle Mitchell** Date 08/17/2023

Buyers 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 owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Buyer Signature: _____ Date _____
 Buyer Signature: _____ Date _____

Property Address/Description: **4903 Stony Falls, Knightdale, NC 27545**

Lt 70 Poplar Creek Village Ph1b Bm2013-00

The following questions address the characteristics and condition of the property identified above about which the owner has actual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

- | | <u>Yes</u> | <u>No</u> | <u>No
Representation</u> |
|---|------------|-----------|------------------------------|
| 1. In what year was the dwelling constructed? 2013
Explain if necessary: _____ | | | [] |
| 2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them? | [] | [X] | [] |
| 3. The dwelling's exterior walls are made of what type of material? [] Brick Veneer [] Wood [X] Stone [X] Vinyl
[] Synthetic Stucco [] Composition/Hardboard [] Concrete [] Fiber Cement [] Aluminum [] Asbestos
[] Other _____ (Check all that apply) | | | [] |
| 4. In what year was the dwelling's roof covering installed? 2013 (Approximate if no records are available) Explain if necessary: _____ | | | [] |
| 5. Is there any leakage or other problem with the dwelling's roof? | [] | [X] | [] |
| 6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab? | [] | [X] | [] |
| 7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?..... | [] | [X] | [] |
| 8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)? | [] | [X] | [] |
| 9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning? | [] | [X] | [] |
| 10. What is the dwelling's heat source? [X] Furnace [X] Heat Pump [] Baseboard [] Other _____
(Check all that apply)... Age of system: 2013 | | | [] |
| 11. What is the dwelling's cooling source? [X] Central Forced Air [] Wall/Window Unit(s) [] Other _____
_____ (Check all that apply)... Age of system: 2013 & 2023 | | | [] |
| 12. What are the dwelling's fuel sources? [X] Electricity [X] Natural Gas [] Propane [] Oil [] Other _____
_____ (Check all that apply)
If the fuel source is stored in a tank, identify whether the tank is [] above ground or [] below ground, and whether the tank is [] leased by seller or [] owned by seller. (Check all that apply) | | | [X] |
| 13. What is the dwelling's water supply source? [X] City/County [] Community System [] Private Well
[] Shared Well [] Other _____ (Check all that apply)..... | | | [] |
| 14. The dwelling's water pipes are made of what type of material? [] Copper [] Galvanized [] Plastic
[] Polybutylene [] Other _____ (Check all that apply)..... | | | [X] |
| 15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?..... | [] | [X] | [] |
| 16. What is the dwelling's sewage disposal system? [] Septic Tank [] Septic Tank with Pump [] Community System [X] Connected to City/County System [] City/County System available [] Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law])
[] Other _____ (Check all that apply) | | | [] |
| 17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit?
If your answer is "yes," how many bedrooms are allowed? _____ [] No records available | [] | [X] | [] |
| 18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?..... | [] | [] | [X] |
| 19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems? | [] | [X] | [] |
| 20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?..... | [] | [X] | [] |

Buyer Initials and Date _____	Owner Initials and Date FM _____	08/20/2023
Buyer Initials and Date _____	Owner Initials and Date BGH _____	08/17/2023

- | | <u>Yes</u> | <u>No</u> | <u>No
Representation</u> |
|---|------------|-----------|------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?..... | [] | [X] | [] |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property? | [] | [X] | [] |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?..... | [] | [X] | [] |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)? | [] | [X] | [] |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) located on or which otherwise affect the property? | [] | [X] | [] |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | [] | [X] | [] |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?..... | [] | [X] | [] |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?..... | [] | [X] | [] |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? | [] | [X] | [] |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | [] | [X] | [] |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?..... | [] | [X] | [] |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- | | <u>Yes</u> | <u>No</u> | <u>No
Representation</u> |
|--|------------|-----------|------------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | [X] | [] | [] |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):
Homeowners association

- | | | | |
|---|-----|-----|-----|
| 33. 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 your answer is "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]: | [X] | [] | [] |
|---|-----|-----|-----|

• (specify name) Charleston Management whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are _____

• (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are _____

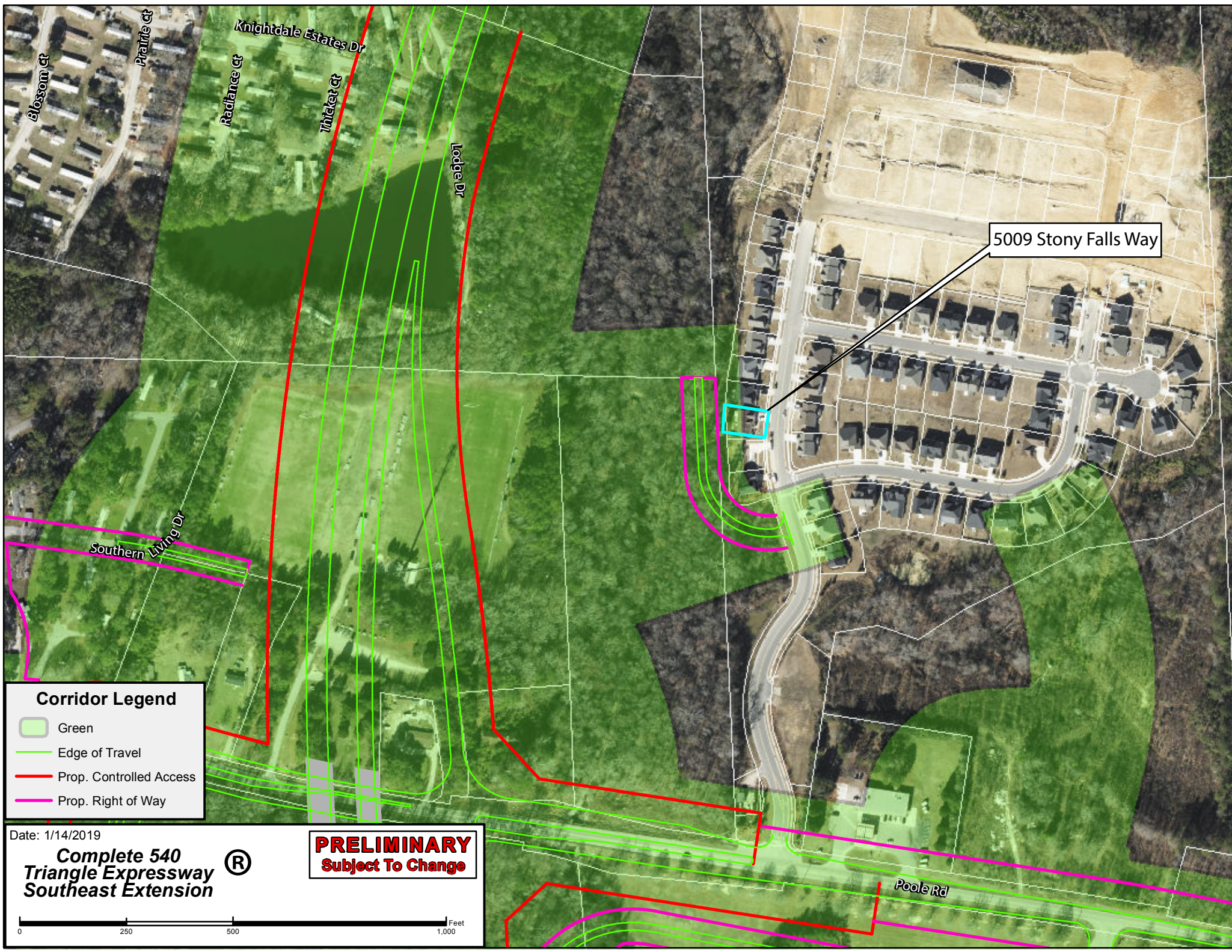
Buyer Initials and Date _____	Owner Initials and Date <u>JM</u> _____	08/20/2023
Buyer Initials and Date _____	Owner Initials and Date <u>BGM</u> _____	08/17/2023

***If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.**

- | | <u>Yes</u> | <u>No</u> | <u>No Representation</u> |
|---|------------|-----------|--------------------------|
| 34. Are any fees 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 your answer is "yes," please state the amount of the fees:
_____ | [] | [] | [X] |
| 35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject:
_____ | [] | [X] | [] |
| 36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment:
_____ | [] | [X] | [] |
| 37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment:
_____ | [] | [X] | [] |
| 38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply). | | | |

	<u>Yes</u>	<u>No</u>	<u>No Representation</u>
Management Fees.....	[X]	[]	[]
Exterior Building Maintenance of Property to be Conveyed.....	[]	[X]	[]
Master Insurance.....	[]	[X]	[]
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	[]	[X]	[]
Common Areas Maintenance.....	[X]	[]	[]
Trash Removal.....	[]	[X]	[]
Recreational Amenity Maintenance (specify amenities covered) <u>Playground, pool, walking path</u> _____	[X]	[]	[]
Pest Treatment/Extermination.....	[]	[X]	[]
Street Lights.....	[]	[X]	[X]
Water.....	[]	[X]	[]
Sewer.....	[X]	[]	[]
Storm water Management/Drainage/Ponds.....	[]	[X]	[]
Internet Service.....	[]	[X]	[]
Cable.....	[]	[]	[X]
Private Road Maintenance.....	[]	[X]	[]
Parking Area Maintenance.....	[]	[]	[X]
Gate and/or Security.....	[]	[X]	[]
Other: (specify) _____			

Buyer Initials and Date _____	Owner Initials and Date J.M.	08/20/2023
Buyer Initials and Date _____	Owner Initials and Date BGM	08/17/2023



5009 Stony Falls Way

Corridor Legend

- Green
- Edge of Travel
- Prop. Controlled Access
- Prop. Right of Way

Date: 1/14/2019

Complete 540 Triangle Expressway Southeast Extension ®

PRELIMINARY
Subject To Change

