



ONLINE BIDDING ENDS
NOVEMBER 12TH, NOON
ONLINE BIDDING AT 7HAUCTIONS.COM

North Carolina Commercial Auction





commercial auction

200 N ELLIS AVE, DUNN, NC 28334

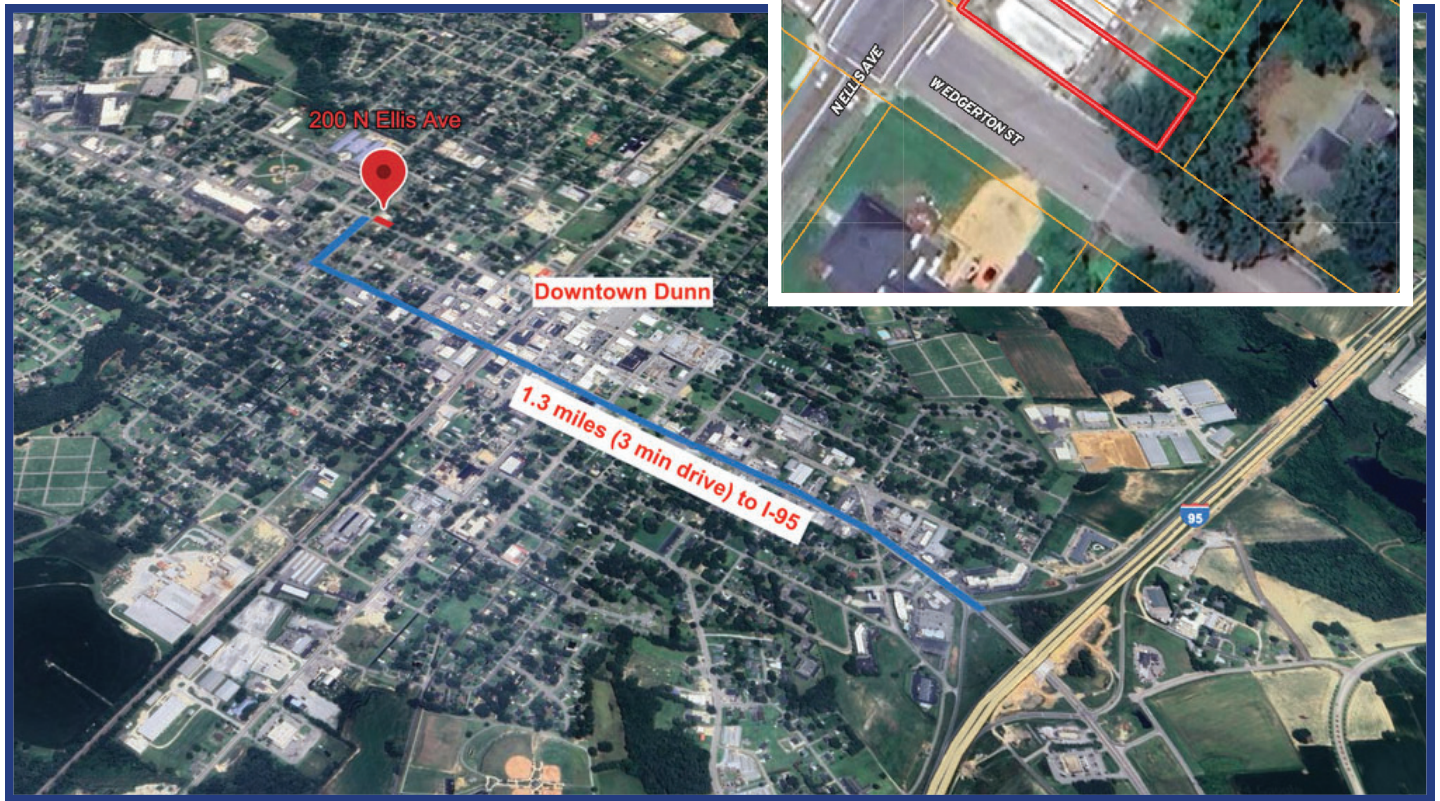
Zoning:	OI	Property Notes:
County:	Hamett	- Large Office Area
Tax ID:	02151607100013	- 1 Private Office
Total Land Area:	0.12 ± Acres	- 2 Restrooms
Building:	2,062 ± SF	- Dedicated Parking
Year Built:	1950	- Proximity to I-95
		- Corner Visibility



MAIN ENTRANCE



FRONT PARKING



LOCATION

CONVENIENT LOCATION

NC 421 - 0.1 MI

DOWNTOWN DUNN

NC 301 - 0.5 MI

MAJOR HIGHWAY ACCESS

I-95 - 1.3 MI



REAR PARKING



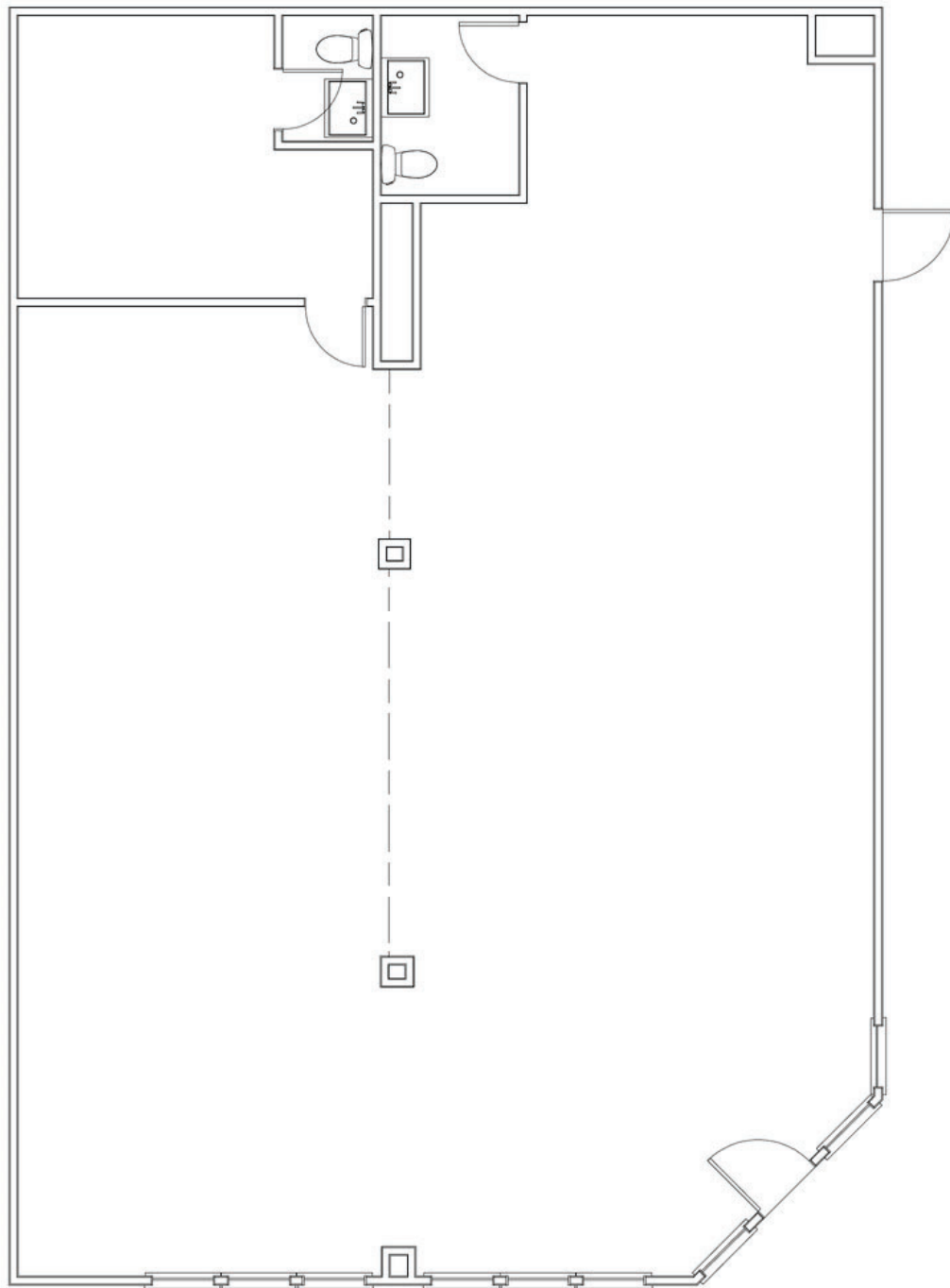
SIDE ENTRANCE



SIDE ELEVATION



REAR ELEVATION



200 N Ellis Ave

2,062 sf

Office & Institutional District (O&I)

The O & I district permits medium-intensity office and institutional land use and functions as a buffer between districts which may conflict with one another. Generally, these areas have water and sewer mains that either exist at the site or are to be made available during the development process. Vehicular access must consist of direct ingress and egress to a public road classified as

P = Permitted; PS = Permitted with Supplemental Standards; SUP = Special Use Permit Required

LAND USE TYPE:	RA-40	R-20	R-10	R-7	RM	*MXU	C-1	C-2	C-3	C-4	O&I	I-10	I-100
Museum/Library/Cultural Facility	SUP	-	-	-	-	PS	P	P	P	P	P	-	-
Post Office	-	-	-	-	-	PS	P	P	P	P	P	-	-
Public Administration/Civic Meeting Facilities	P	-	-	-	P	PS	P	P	P	P	P	-	-
Public Safety Station	P	-	-	-	-	PS	P	P	P	P	P	P	-
Recreation Facility (Indoor)	P	PS	PS	PS	PS	PS	P	P	P	P	P	P	-
Recreation Facility (Outdoor)	P	PS	PS	PS	PS	PS	P	P	P	P	P	-	-
Religious Institutions	P	P	P	P	P	PS	P	P	P	P	P	-	-
Research & Development Services	-	-	-	-	-	PS	P	-	P	-	-	P	P
School (elementary or secondary)	P	SUP	SUP	SUP	SUP	PS	-	-	-	-	SUP	-	-
School (vocational/technical)	-	-	-	-	-	PS	P	P	P	P	P	P	-
Special Events Center	SUP	-	-	-	-	PS	P	P	-	-	-	-	-
Sports Arena/Stadium	-	-	-	-	-	PS	SUP	SUP	P	-	-	SUP	-
Studio (art, dance, martial arts, music)	P	-	-	-	-	PS	P	P	P	P	P	-	-
Temporary Health Care Structures	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-	-
Temporary Shelter	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-	-
Theater, Indoor Movie or Live Performance	-	-	-	-	-	PS	P	P	P	P	-	-	-
Theater, Outdoor	-	-	-	-	-	PS	PS	-	PS	-	-	-	-
Transitional Housing Facility	SUP	-	-	-	-	-	-	-	SUP	-	SUP	-	-
Transitional Housing Dormitory	SUP	-	-	-	-	-	-	-	SUP	-	SUP	-	-

E. INSTITUTIONAL & ASSEMBLY													
Business Associations, Non-profits & Civic Clubs	P	-	-	-	-	PS	P	P	P	P	P	-	-
Cemetery	P	-	-	-	-	PS	-	-	-	-	PS	-	-
Child/Adult Day Care (8 or less)	P	P	P	P	P	PS	-	P	P	P	P	-	-
Child/Adult Day Care (more than 8)	SUP	SUP	-	-	SUP	PS	-	PS	PS	PS	PS	-	-
College or University	-	-	-	-	-	PS	SUP	-	-	-	SUP	-	-
Community Support Facility	-	-	-	-	-	-	SUP	-	SUP	SUP	-	-	-
Conference/Convention Center	SUP	-	-	-	-	PS	SUP	PS	PS	PS	PS	-	-
Correctional Institution	-	-	-	-	-	-	-	-	-	-	-	SUP	SUP
Funeral Homes/Crematoria	-	-	-	-	-	PS	-	P	P	P	P	-	-
Medical Clinic	-	-	-	-	-	PS	P	P	P	P	P	-	-
Hospital	-	-	-	-	-	PS	-	P	P	P	P	-	-

NORTH CAROLINA :
:
HARNETT COUNTY :
:



4800225

PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this the 21st. day of April 1967, by and between Derwood H. Godwin and wife Marie S. Godwin, of Cumberland County, State of North Carolina, parties of the first part, and Lonnie M. Eason and wife Joyce W. Eason, of Harnett County, North Carolina, parties of the second part:

W I T N E S S E T H

That Whereas, the parties of the second part are the owners of a certain tract of land situate on the eastern side of North Ellis Avenue in the Town of Dunn, N. C., which is fully described in the deed of Derwood H. Godwin and wife Marie S. Godwin to Lonnie M. Eason and wife Joyce W. Eason, dated April 20, 1967, and recorded in Book 489, at Page 167, in the Office of the Register of Deeds for Harnett County, N. C.; and

WHEREAS, Marie S. Godwin owns the adjoining lots of land, together with the buildings on said premises, on the South side and on the North side of the described lot owned by the parties of the second part, which said adjoining lots are fully described in those certain deeds executed by Mrs. Ora Leslie Driver et als. to Marie S. Godwin and recorded in Book 339 at Page 267, and in Book 370 at Page 203, in the Office of the Register of Deeds for Harnett County, N. C.

WHEREAS, there is now a brick party wall dividing the building premises of the parties of the first part and the parties of the second part located on the North side of the lot owned by the parties of the second part, and a brick party wall dividing the building premises of the parties of the first part and the parties of the second part located on the South side of the lot owned by the parties of the second part; and:

WHEREAS the center line of the said party wall is the dividing property line between the parties of the first part and the parties of the second part; and:

WHEREAS the parties to this agreement desire that a definite agreement be made as to the use of said party walls so long as said walls remain in a serviceable condition; and as to construction of a new party walls if and when such new party walls should become necessary:

NOW THEREFORE, for and in consideration of the mutual rights and advantages accruing to each of the parties hereto in this Party Wall Agreement, the said parties hereto mutually agree among themselves as follows:

FIRST: That said party walls as now located and constituted shall be considered and held as party walls for the use of the buildings located on the contiguous lots owned by the parties of the first and second part, their successors in title, and assigns, so long as said party walls remain in a safe, sound and serviceable condition.

SECOND: That in the event that said walls should at any time be destroyed by fire or other casualty, or should be condemned and ordered torn down by lawful authority, then and in that event, either of the parties of the first part or the parties of the second part may erect a new wall in the same location upon the following conditions:

(a) Either party may erect upon the same location a new wall of the same dimensions of the present party wall. Such new wall shall be wholly paid for by the party erecting the same and if at any time the other party should desire to use all or any part of such new wall as a party wall, they shall pay to the party erecting the wall one-half of the value of the same. In the event that the parties cannot agree upon the amount so to be paid, the amount shall be determined by two arbitrators, one to be selected by the parties of the first part and the other to be selected by the parties of the second part, and in case such arbitrators cannot agree, they shall select a third man and the decision of any two or the three men shall be final.

(b) In the event a new wall be erected as herein provided and such new wall is destroyed by fire or other casualty, or ordered torn down by lawful authorities, each and all of the provisions of this contract shall apply thereafter as to a third wall as herein set out for a wall to take the place of a present party wall.

(c) in the event of the erection of a new wall of the same dimensions of the present party walls, such new wall shall be deemed for the purpose of taxes and insurance to be the parties of the first part and the parties of the second part in the proportion of one-half to each of the adjoining land owners.

(d) Each and all of the provisions of this contract shall be deemed to run with the respective tracts of land and shall be valid and binding upon the respective successors in title of the parties to this agreement to the same extent that they are binding upon the original parties to this agreement as herein set out.

IN TESTIMONY WHEREOF, said parties of the first and second part have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Derwood H. Godwin (SEAL)
Derwood H. Godwin

Marie S. Godwin (SEAL)
Marie S. Godwin

Lonnie M. Eason (SEAL)
Lonnie M. Eason

Joyce W. Eason (SEAL)
Joyce W. Eason

NORTH CAROLINA :
: CUMBERLAND COUNTY :

I, Grace W. West, a Notary Public, do hereby certify that Derwood H. Godwin and wife Marie S. Godwin, each personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 22 day of April 1967.

My Commission expires Nov. 24, 1968

Grace W. West
Notary Public

NORTH CAROLINA :
: HARNETT COUNTY :

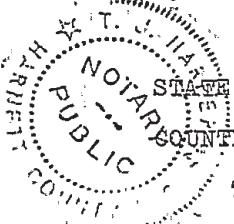


I, J. J. Harper, a Notary Public, do hereby certify that Lonnie M. Eason and wife Joyce W. Eason, each personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 21 day of April 1967.

My Commission expires 12-17-67

J. J. Harper
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF HARNETT

The foregoing certificates of Grace W. West public of Cumberland County, N. C., and the certificates of J. J. Harper, a Notary Public of Harnett County, N. C. are adjudged to be correct.

Let the certificates, with the instrument, be registered.

Witness my hand and official seal, this the 24 day of

April 1967.

Lucy J. Curren
Clerk of Superior Court

Filed for registration at 2:30 P.M. April 24 1967 and registered in the Office of the Register of Deeds for Harnett County, in Book 450 Page 225
Grace W. West
Notary Public
Recorded and Verified

Terms and Conditions

November 12, 2025 Auction Showcase Event

The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property prior to Bidding. When shown, contact the listing agent for scheduled inspection times or for an appointment. Where no listing agent is identified, contact the auctioneer for information on how to obtain access to a property. If a property is identified as "Occupied" contact the auctioneer or listing agent to see if times are available for inspection and do not disturb the tenant.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price or \$250.00 whichever is greater. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must execute the Purchase and Sale Agreement and remit an earnest deposit within 24 hours. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due.

Closing: All properties must close within thirty (30) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing documents and deed, closing coordination fee, title examination, transfer tax and purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form, prior to the bidder placing a bid or by 3:00 P.M. eastern time on the day preceding the auction, whichever comes first. UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. A bidder is only allowed to be registered by one broker.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 3 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of \$5,000. This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall charge the credit card on file or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest

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deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as nonexclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Extended Bidding: All online auctions include an EXTENDED BIDDING feature. If a bid is placed on any property within the last three (3) minutes of the auction the ending time of the auction for ALL properties will be extended for three (3) minutes. The bidding on ALL properties will remain open until no further bids have been placed on ALL properties for three (3) minutes.

Bid Increments: The bidding increments for all properties will be as follows:

<i>Amount Up To</i>	<i>Bid Increments</i>
\$2,500	\$100
\$10,000	\$250
\$50,000	\$500
\$100,000	\$1,000
\$250,000	\$2,500
\$500,000	\$5,000
\$1,000,000	\$10,000
\$1,000,000+	\$25,000

Technical Problems: The auction will be conducted using online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold "As-Is, Where-Is" with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be revealed in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling "Absolute". The Seller and their agents reserve the right to place bids on the property up to the Seller's reserve. Any acceptance of a winning bid maybe rescinded by the Seller, in the seller's sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling "Absolute". Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. Auctioneer cannot guarantee the performance of the seller or seller obligations on any transaction. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconsistencies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

Seven Hills Auctions, LLC:

Auction License: TN: 7182, GA: AU-C003134, FL: AB3765, AL: C-253, A5495, MS: C-23814;
William C. Lee III, Broker, Firm GA-77326. FL-CQ1057830. AL-000147503-0. MS-24292.

North Carolina Properties are Selling In Association with Iron Horse Auction Company NCAL 3936, with Fleming Properties Inc and Saunders Real Estate