

10. Seller shall not sublet the Property or assign this Agreement.

11. Buyer shall pay the owner's association dues and other like charges, if any, during the Term.

12. In the event of Seller's breach of this Agreement, Seller may be evicted from the Property pursuant to a summary ejectment proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes

13. The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).

14. **Time is of the essence with regard to the Term.**

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER _____ DATE _____ (SEAL)

SELLER _____ DATE _____ (SEAL)

This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.
PREPARED BY: Emily B Massey, Broker

Seller Possession After Closing Agreement, Standard Form 2A8-T. North Carolina Association of REALTORS®, Inc.

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