

REALTY ONE GROUP RESULTS

NORTH CAROLINA · FORM 2-T REVISED JULY 1, 2026

The Buyer's *Leverage* Manual

*Navigating North Carolina due diligence with power —
the two checks, the six plays, and when the money comes back.*

TRIAD · WILKES COUNTY · HIGH COUNTRY

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DAYS TO FULL LEVERAGE

Teresa Overcash

BROKER / OWNER · NCREC LICENSED INSTRUCTOR · CLHMS · 30 YEARS

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A WORD BEFORE YOU BEGIN

You Are Writing Two Checks. *Only One of Them Comes Back.*

Most North Carolina buyers learn the difference between the Due Diligence Fee and the Earnest Money Deposit the hard way — about ten days into a contract, when something goes wrong and they discover which of the two is already gone for good.

The Due Diligence Fee is the seller's consolation prize for taking the house off the market. It goes directly to the seller, generally at contract execution, and it is non-refundable in nearly every circumstance. What it buys you is enormous: the unilateral right to terminate for any reason or no reason at all during the due diligence period. There is no other state where a buyer's exit is this clean — and no other state where you pay this directly for it.

The Earnest Money Deposit is different in every way that matters. It sits in escrow, not in the seller's pocket, and it comes back to you if you terminate inside the window.

Here is what thirty years and ten thousand closings have taught me: **the split between those two numbers is the most under-negotiated term in the entire contract.** Buyers agonize over price and then accept whatever due diligence fee somebody suggested, never realizing that how you allocate cash between the seller's pocket and the escrow account tells the seller exactly how confident you are — and determines how much you have at risk if the inspection goes badly.

This manual is about that allocation, and about the five other places where a prepared buyer holds leverage that an unprepared one hands away.

HOW TO USE THIS MANUAL

Sections I–V are the plays, one per page, each with the language to use. Page 9 is the full six-play checklist. Sections VI and VII cover when the fee actually comes back and what changed in the July 1, 2026 forms. Page 13 is a script bank, page 14 is a planner for structuring your own offer.

READ THIS PART TWICE

Nothing here is legal advice, and none of these plays are a substitute for a real estate attorney. The refund provisions in Section VI in particular are narrow, fact-specific, and usually require an attorney to enforce. **Structure your offer assuming the due diligence fee is spent the day you write it.** Everything else in this manual is upside.

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THE ONE-MINUTE VERSION

The DDF goes to the seller and does not come back. The EMD sits in escrow and does. When you want to protect cash without looking weak, move money *out* of the fee and *into* the deposit — a high EMD says "I am serious" while a low DDF says "I am not paying for the privilege of discovering what you won't disclose."

SECTION I

The Two-Check Strategy — *DDF vs. EMD*

Two payments, two destinations, two completely different sets of rules. Confusing them is the most expensive mistake a North Carolina buyer can make.

FEATURE	DUE DILIGENCE FEE	EARNEST MONEY DEPOSIT
Who holds it	Paid directly to the seller, generally at contract execution	Held in escrow by a broker or closing attorney
Refundable?	Non-refundable except in narrow circumstances (see Section VII)	Refundable if you terminate before the due diligence period ends
What it buys	The unilateral right to walk away for any reason or no reason	Nothing — it is a signal of commitment and the seller's damages if you breach
At closing	Credited toward the purchase price	Credited toward the purchase price
If you breach	Seller keeps it	Seller keeps it as liquidated damages — generally the seller's sole remedy

WHY THE SPLIT IS THE NEGOTIATION

Every dollar you put into the due diligence fee is a dollar you are guaranteed to lose if the inspection turns up something you cannot live with. Every dollar you put into earnest money is a dollar that comes home. Yet both dollars look identical to the seller on the offer summary — they read as one number: *how much cash this buyer has committed*.

That asymmetry is the entire play. A buyer who offers a \$1,000 fee and \$6,000 in earnest money has \$7,000 on the table and \$1,000 at risk. A buyer who offers \$4,000 and \$3,000 has the same \$7,000 on the table and four times the exposure. Both offers look strong. Only one of them protects you.

WHAT THE SELLER IS ACTUALLY WEIGHING

Sellers and listing agents evaluate the fee as compensation for market risk — the weeks the house sits off-market while you inspect. The shorter the due diligence period you request, the less market risk you are asking them to absorb, and the more defensible a lower fee becomes. **Shortening your window is often worth more to a seller than raising your fee.**

ONE THING SELLERS ARE ALLOWED TO DO

Going under contract does not freeze the seller. In North Carolina a seller may continue to market the property and accept back-up offers during your due diligence period using the Back-Up Contract Addendum. If you are counting on the seller having no alternative when you come back asking for repairs, verify that first.

SECTION II

The Information Gap Play — *Reading the RPOADS*

North Carolina sellers must provide the Residential Property and Owners' Association Disclosure Statement, covering more than twenty items from the foundation to the HVAC. But the form gives sellers a shield: for any item, they may answer **"No Representation."**

That answer is entirely legal, and it carries no penalty. What it does carry is information. A seller who checks "No Representation" on fourteen of twenty-two items is not lying to you — they are declining to tell you anything, and asking you to prepay to find out.

THE PLAY

When the disclosure is thin on representation, **reduce the proposed due diligence fee by 30–50%** and offer the difference — or more — as additional earnest money. You are shifting the financial risk of discovery back toward the party who chose not to disclose, while keeping your total committed cash at a level that reads as serious.

SAY THIS — FOR YOUR AGENT TO DELIVER

"The seller has provided a property disclosure with No Representation on fourteen of twenty-two items. My buyer will be paying the full cost of inspections to discover conditions the seller has not represented. Given that information gap, we're proposing a due diligence fee of \$X, which reflects the transferred discovery risk. We're prepared to offer a higher earnest money deposit of \$Y to demonstrate commitment."

TWO THINGS TO UNDERSTAND BEFORE YOU RUN IT

- **"No Representation" is not evidence of a defect.** Estates, relocations, investor-owned properties, and sellers who never lived in the home routinely check it across the board — sometimes on their attorney's advice. Read it as a signal about your *information*, not about the roof.
- **It cuts the other way too.** A seller who answers "No" to a condition question and turns out to have known otherwise has a misrepresentation problem. A seller who checked "No Representation" has said nothing you can hold them to. That is exactly why your inspection budget matters more on these houses, and exactly why your non-refundable fee should be smaller.

The mineral and oil and gas rights disclosure is a separate required document. Confirm both were delivered — the delivery timing on these matters more than most buyers realize, and Section VII explains why.

SECTION III

The Market-Time Play — *Leverage Shifts by Day 60*

On day one the seller holds all of it. By day sixty it has moved to you. Your two checks should move with it.

Days on market is the cheapest, most reliable leverage indicator available to a buyer, and it is public. As the count climbs, the seller's patience and price expectations erode in a fairly predictable rhythm. Here is how I structure the two checks on a \$385,000 Triad home across that curve.

MARKET SIGNAL	SUGGESTED DDF	SUGGESTED EMD	RATIONALE
Hot — Day 1–7	\$2,500–5,000	\$2,500	Seller holds leverage; the fee has to signal real commitment
Balanced — Day 8–30	\$1,500–2,500	\$2,500–5,000	Standard conditions; terms are broadly balanced
Stale — Day 30–60	\$1,000–1,500	\$3,500–5,000	Buyer leverage rising; move cash from the seller's pocket into escrow
Cold — Day 60+	\$500–1,000	\$5,000–7,500	Full buyer leverage; the high deposit softens the low fee

Ranges are 2026 Triad guidance for a mid-market price point and are not a rule. Adjust for price, competition, and the length of the due diligence window you're requesting.

WHY THE COLD-MARKET STRUCTURE WORKS

A \$500 fee on its own reads as a buyer who is not serious. A \$500 fee paired with a \$7,500 deposit reads as something entirely different: a qualified buyer who is fully committed to closing and simply refuses to pay a premium for the privilege of inspecting a house the market has already declined at this price. The total cash is higher. The message is stronger. Your exposure is a fraction of what it was.

CHECK THE REAL NUMBER, NOT THE LISTING NUMBER

Days on market resets when a listing is withdrawn and relisted. Ask your agent for **cumulative days on market** and the full price-change history, including any prior expired or withdrawn listings on the same property. A house showing 12 days that has actually been available for 140 is the single most common way buyers negotiate against a number that isn't real.

One Triad-specific note: fees in Wilkes County and the High Country tend to run lower than the Triad at the same price point. Slower seasonal markets and a vacation-buyer profile mean a seller will often take a \$1,000 fee on a \$400,000 mountain home if it locks in a thirty-day window. That flexibility is much rarer on a Triad primary residence.

SECTION IV

Permit Verification — *Protecting Future Value*

A "newly finished" basement or a beautiful new deck is one of the most attractive features on a listing and one of the quietest liabilities in a purchase. If the work was never permitted and inspected, you are inheriting three separate problems the day you take title.

Insurance

A carrier can deny a claim arising from unpermitted work. The finished basement that floods may not be covered square footage at all.

Resale

You will have to disclose it when you sell. Unpermitted square footage frequently cannot be counted in the appraisal, which hits your value directly.

The County

Assessors can pick up unrecorded improvements and bill for them. Inspections departments can require the work be opened up and brought to code.

HOW TO VERIFY — BEFORE YOU PROPOSE YOUR FEE

- ☐ **Spot the work.** Decks, basements, additions, kitchens, sunrooms, garage conversions, and anything electrical or structural. If a room feels newer than the house, it is a question.
- ☐ **Compare the tax record to the house.** If the county has the home at 1,850 square feet and the listing says 2,600, the gap is where the permits should be.
- ☐ **Search online where you can.** Forsyth, Guilford, and Watauga counties maintain searchable permit portals.
- ☐ **Call where you can't.** Wilkes and Avery County generally require a direct call to the building inspections department. Do it during the offer window, not during due diligence.
- ☐ **Ask the listing agent in writing** whether the improvements were permitted and closed out. The answer — or the non-answer — is useful either way.

THEN ADJUST THE FEE

If permits are missing, reduce the due diligence fee to reflect the legal and valuation risk you are being asked to absorb, or make the offer contingent on the seller obtaining retroactive permits before closing. Retroactive permitting can take weeks and occasionally requires opening finished walls — build the time into your closing date, not just your fee.

This is the single highest-return thirty minutes of work available to a buyer, and almost nobody does it before writing the offer. Doing it first is what lets you price your fee to what the house actually is, rather than to what the listing photos suggest.

SECTION V

The Material Fact Play — *and When Not To Use It*

The problem. Your inspection finds something significant — an active roof leak, a foundation crack, a failing system. The seller declines to repair or credit it, betting that you've already spent a non-refundable fee and won't walk over it.

The move. Have your agent deliver the full, unabridged inspection report to the listing agent — not a summary, not a repair request list.

Why it matters. North Carolina brokers have a duty to disclose material facts they know about a property. Once the listing agent holds that report, the defects in it are facts they know. If your deal terminates, that knowledge does not evaporate — it follows the listing into every subsequent buyer conversation the agent has. The seller's choice is no longer "refuse repairs and re-list at the same price." It is "negotiate with this buyer, or re-list with a known, disclosable defect."

USE THIS DELIBERATELY, NOT REFLEXIVELY

Three things a buyer should understand before running it. **One:** it is irreversible. You cannot un-send a report, and you have permanently reduced the seller's incentive to accommodate the *next* buyer more than you. **Two:** it does not force repairs — no rule obligates a seller to fix anything. It changes the economics of refusing. **Three:** it works best on a genuine, documented defect. Sending a fifty-page report over cosmetic findings costs you credibility with the listing agent and, in a small market, credibility travels.

THE RIGHT SEQUENCE

- Send the report as information, not as a threat. The letter that reads as a threat is the letter that gets forwarded to the seller's attorney.
- Make a specific, reasonable ask alongside it — a repair, a credit, or a price adjustment with a number attached.
- Put repair agreements in writing as an amendment to the contract, not as a text message. In North Carolina that is the Agreement to Amend Contract.
- Give a deadline that sits comfortably inside your due diligence period, not on the last day of it.

SAY THIS — FOR YOUR AGENT TO DELIVER

"Attached is the complete inspection report for your seller's review. We're not asking for a line-by-line repair list. There are two items that materially affect the property — the active roof leak on the north elevation and the foundation movement noted on page 14. My buyer would like to move forward and is asking for \$X toward those two items. We'd like an answer by Thursday so everyone has room to work inside the due diligence period."

The Six *Leverage Plays*

Run them in this order. The first four happen before you write the offer — which is exactly why most buyers never get to use them.

PLAY ONE · BEFORE THE OFFER

The RPOADS Reduction

Count the “No Representation” answers. When the disclosure is thin, cut the proposed due diligence fee by 30 to 50 percent and say plainly why.

PLAY TWO · BEFORE THE OFFER

The Market-Time Move

Pull cumulative days on market and the full price history. Past sixty days, the fee comes down substantially and the leverage is yours.

PLAY THREE · BEFORE THE OFFER

The Permit Verification

Check county records on every visible renovation. Unpermitted work is a valuation and insurance risk that belongs in your fee, not in your future.

PLAY FOUR · IN THE OFFER

The Softened Ask

Raise the earnest money to make a lower due diligence fee palatable. Same total cash on the table, a fraction of the cash at risk.

PLAY FIVE · AFTER INSPECTION

The Disclosure Play

Deliver the full inspection report to the listing agent, with a specific and reasonable ask attached. Transparency changes the seller’s math.

PLAY SIX · THROUGHOUT

The Legal Window

Track the disclosure delivery dates and every contract deadline. The statutory rights in this manual expire in days, not weeks, and they expire quietly.

SECTION VII

The Safety Net — *When the Fee Actually Comes Back*

The exceptions are real. They are also narrower than the internet suggests, and most of them need an attorney.

Under the standard Offer to Purchase and Contract, the due diligence fee is non-refundable *except* in a defined set of circumstances. Those live in Paragraph 1(i), and they are the only contractual routes back to your money.

THE CONTRACT ROUTES

- **The seller materially breaches the contract.** Not any breach — a material one. A seller who misstates how long they've owned the home has probably not committed one. A seller who refuses to close, or who actively concealed a defect, is a different conversation.
- **Termination under the Seller Obligations paragraph.** The seller's own promises — clear title, required deliveries, condition of the property at closing — carry termination rights with a fee refund attached.
- **Termination under Risk of Loss.** If the improvements are destroyed or materially damaged before closing, you may terminate and recover both the earnest money and the due diligence fee.
- **An addendum you negotiated up front.** You can, in theory, write refund conditions into the contract before signing. Most sellers decline — but on a house that has been sitting, it is a term worth asking for.

THE STATUTORY ROUTE — AND ITS VERY SHORT CLOCK

Separately from the contract, the Residential Property Disclosure Act requires the disclosure statements to be delivered **before or at the time you make your offer**. If they were not, you have a right to cancel without penalty and recover what you paid.

THE WINDOW CLOSSES AT THE EARLIEST OF THESE THREE

Three calendar days after you receive the late disclosure · three calendar days after the contract was formed · the moment you take occupancy or the sale closes. Cancellation must be in writing and delivered properly. Miss it and the right is waived permanently — there is no cure. Note also that the statute speaks of recovering a "deposit," and some sellers will argue the due diligence fee is not one; NC REALTORS' legal guidance has taken the position that the buyer is likely entitled to it, but "likely entitled" is a sentence that ends in an attorney's office.

This is exactly why Play Six exists. The day your contract becomes effective, your agent should be confirming in writing when the RPOADS and the mineral and oil and gas rights disclosure were delivered. Three calendar days is not enough time to discover the problem and act on it unless someone was already watching for it.

SECTION VII · CONTINUED

Scenario by Scenario — *Who Keeps What*

WHAT HAPPENED	DD FEE	EARNEST MONEY	NOTE
You change your mind, no cause, inside the window	Seller keeps	Returned	The system working as designed
Financing or appraisal falls through, inside the window	Seller keeps	Returned	Terminate before the deadline
You terminate after the window expires	Seller keeps	Seller keeps	Liquidated damages; generally the seller's sole remedy
Seller materially breaches	Refundable	Returned	Usually requires an attorney
Seller fraud or concealment of a known defect	Refundable	Returned	Requires an attorney; proof matters
Property materially damaged before closing	Refundable	Returned	Risk of Loss paragraph
Disclosures not delivered before your offer	Likely refundable	Returned	Only if you cancel inside the three-day statutory window
New condominium, cancelled within seven days	Refundable	Returned	Separate right under the NC Condominium Act

THE REALISTIC WAY TO HOLD ALL OF THIS

Every row where the fee comes back involves an attorney, a disaster, or a three-day clock. None of them are a plan. **Price your fee for the world where you never get it back** — then a recovery is a surprise instead of a rescue.

IF YOU THINK YOU HAVE A CLAIM

- Write down the timeline — dates of delivery, dates of discovery, who said what and when.
- Preserve everything: texts, emails, the disclosure with its delivery timestamp, photographs, the report.
- Call a North Carolina real estate attorney the same week, not the same month — these rights are measured in days — and don't sign a release of earnest money until you know what you may be releasing along with it.

SECTION VIII

What Changed on *July 1, 2026*

North Carolina's standard forms were revised. Contracts written before that date use the prior versions; anything written on or after uses the revised set.

A GRACE PERIOD ON THE FEE

The due diligence fee is still due on the Effective Date. What changed is the consequence of missing it. Under the revised Paragraph 1(i), a buyer who does not deliver on time is no longer automatically in breach the next day — there is now a short cure window before the seller can move to terminate. This is a meaningful protection for buyers whose wire lands a day late, and it is not a license to be casual. **Deliver on the Effective Date.** The grace period exists for accidents, not for planning.

ACCESS WHEN THE FEE IS UNPAID

Paired with that grace period is a corresponding seller protection: a seller may limit physical access to the property while the fee remains unpaid. Your inspector cannot get in on a house you haven't paid for. Since your due diligence clock keeps running either way, a late fee costs you inspection days you cannot recover.

BUYER AGENT COMPENSATION MOVED INTO THE CONTRACT

Compensation to the buyer's agent is now handled as an addendum to the purchase contract rather than as a separate side arrangement. Practically, this means the compensation conversation is part of the offer negotiation itself, visible to everyone at the table. Know what your agency agreement says about compensation *before* you write your first offer, so it is not a surprise term mid-negotiation.

NEW FEDERAL REPORTING LANGUAGE

The forms now include a paragraph tied to FinCEN reporting requirements on certain residential transfers. For most financed purchases by individuals this changes nothing you will feel. For all-cash purchases and purchases held in entities or trusts, ask your closing attorney early what reporting will be required and who is responsible for it.

THE ONE THING TO VERIFY IN EVERY CONTRACT

Confirm which form version you are signing. Revisions to standard forms are not retroactive, and the paragraph numbers cited in any guide — including this one — can shift between versions. Your closing attorney reads the version in front of you. That reading always governs over any summary, including mine.

SECTION IX

The *Script Bank*

Language your agent can use verbatim. Every one is written to sound like a prepared buyer, not a difficult one. The repair-negotiation script is on page 8.

JUSTIFYING A LOW FEE ON A STALE LISTING

"My buyer is fully approved and ready to move quickly. Given that the home has been available for seventy-two cumulative days with two price adjustments, we're proposing a due diligence fee of \$750 and an earnest money deposit of \$6,000. The higher deposit reflects real commitment — we're simply not structuring the non-refundable portion as if this were a first-week listing."

ASKING ABOUT PERMITS BEFORE THE OFFER

"Before we finalize our terms, can you confirm whether the basement finish and the rear deck were permitted and closed out with the county? The tax record shows 1,850 square feet and the listing shows 2,600. If permits are in place we'd love copies; if not, we'll need to account for that in how we structure the offer."

SHORTENING THE WINDOW INSTEAD OF RAISING THE FEE

"We'd like to keep the due diligence fee at \$1,200, and in exchange we're shortening the due diligence period to fourteen days. That gets your seller back on the market faster if this doesn't work, which we think is worth more than a larger fee on a longer window. My buyer's inspector is already scheduled."

REQUESTING DISCLOSURE DELIVERY CONFIRMATION

"Please confirm the date and time the RPOADS and the mineral and oil and gas rights disclosure were delivered to us, and whether both were provided before our offer was submitted. We're documenting the file."

WALKING AWAY CLEANLY

"My buyer has decided to terminate during the due diligence period. We'll deliver the signed termination today and we'd appreciate a prompt release of the earnest money. We appreciate the seller's cooperation and access throughout — please pass that along."

SECTION X

Planner — *Structuring Your Own Offer*

Fill this in before your agent writes the offer, not after.

WHAT THE MARKET IS TELLING YOU

List price / your target offer price		
Cumulative days on market (not the reset number)		Play Two
Number of price reductions to date		
Prior expired or withdrawn listings? Yes / No		ask your agent

WHAT THE DISCLOSURE IS TELLING YOU

"No Representation" answers — count of total		Play One
Date RPOADS was delivered to you		before your offer?
Mineral / oil and gas disclosure delivered? Yes / No		Play Six

WHAT THE COUNTY IS TELLING YOU

Visible renovations to verify		Play Three
Tax record square footage vs. listed square footage		the gap
Permits confirmed? Yes / No / Unable to verify		

YOUR TWO CHECKS

Due diligence period requested (days)		shorter = leverage
Due diligence fee — the money you will not get back		Play Four
Earnest money deposit — the money that comes home		
Inspection budget (general + specialty)		also spent

TOTAL AT RISK IF YOU WALK

fee + inspections

THE QUESTION THIS PAGE EXISTS TO ANSWER

Look at that last number and ask yourself honestly: if the inspection came back bad tomorrow, would losing it change my decision? If the answer is yes, the fee is too high — restructure it into earnest money before the offer goes out, not after the inspector calls.

SECTION XI

Questions Buyers *Actually* Ask

Is the due diligence fee ever refundable?

Rarely, and never automatically. The contract routes are seller material breach, termination under Seller Obligations or Risk of Loss, or a refund condition negotiated into an addendum up front. A separate statutory right applies if the disclosures weren't delivered before your offer — exercised within three calendar days. Plan around the fee being gone.

Does the fee count toward my down payment?

It credits toward the purchase price at closing, which reduces what you bring to the table. It is not a separate payment and it is not lost if you close — only if you don't.

Can I offer zero due diligence fee?

Legally yes. Strategically it depends on the market. On a cold listing it can work, paired with a strong deposit and a short window. On anything competitive it reads as a buyer who hasn't committed, and loses to an offer at the same price with real money attached.

What happens if I miss the due diligence deadline by one day?

Your right to terminate for any reason ends when the period expires. After that, walking away generally costs you the earnest money as well as the fee. Deadlines in North Carolina contracts run to a specific time on a specific date — put them in your calendar the day the contract becomes effective.

Can the seller keep showing the house while I'm under contract?

Yes. A seller may continue marketing and may accept back-up offers during your due diligence period. It does not affect your rights under your contract, but it does affect how much accommodation you should expect during repair negotiations.

Can the seller refuse to make repairs?

Yes. No rule requires a seller to repair anything found in an inspection. Your leverage is your right to terminate and their interest in not re-listing with a known, disclosable defect. That is the whole negotiation.

Should I really send the entire inspection report to the listing agent?

Sometimes. It is a powerful and irreversible move, best used on genuine, documented defects with a specific and reasonable ask attached. It is not a first response to a long list of minor findings, and it is worth a conversation with your agent about timing before it goes out.

Is a bigger earnest money deposit risky?

Inside the due diligence period, no — it comes back if you terminate. After the period expires, it is at risk if you fail to close. That is the trade: a high deposit costs you nothing while you are still deciding, and costs you everything if you back out after you have decided.

How long should my due diligence period be?

Long enough for inspections, specialty evaluations, and your appraisal and loan commitment. Fourteen to thirty days is typical in the Triad, longer on FHA, VA, and USDA. Shortening it is real value to a seller — trade it deliberately, don't give it away.

Do these plays work in Wilkes County and the High Country?

Better, generally. Slower seasonal markets and a vacation-buyer profile give a prepared buyer more room on fee structure than a Triad primary residence. The permit play matters most there — more of those counties require a phone call rather than an online search.

THE NEXT STEP

Leverage Is Preparation, *Not Personality*

Every play in this manual comes down to knowing something before you write the offer that the other side assumed you wouldn't check. None of it requires being difficult. All of it requires being early.

Bring me the planner from page 14 and the address you're considering. We'll pull the cumulative market history, read the disclosure together, and structure your two checks before anyone writes anything.

Call or text 336-262-3111

teresatedder@gmail.com

homesintriadnc.com

Teresa Overcash

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This manual is provided for educational purposes only and is not legal advice, tax advice, or a substitute for representation by a North Carolina attorney. Contract provisions, standard forms, and statutory rights change; paragraph references and refund provisions described here reflect the standard forms as revised July 1, 2026 and may not match the version of any document you are asked to sign. Fee ranges are 2026 market guidance, not rules, and vary by price point, competition, and county. Consult your closing attorney regarding your specific contract before acting on anything in this manual.

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