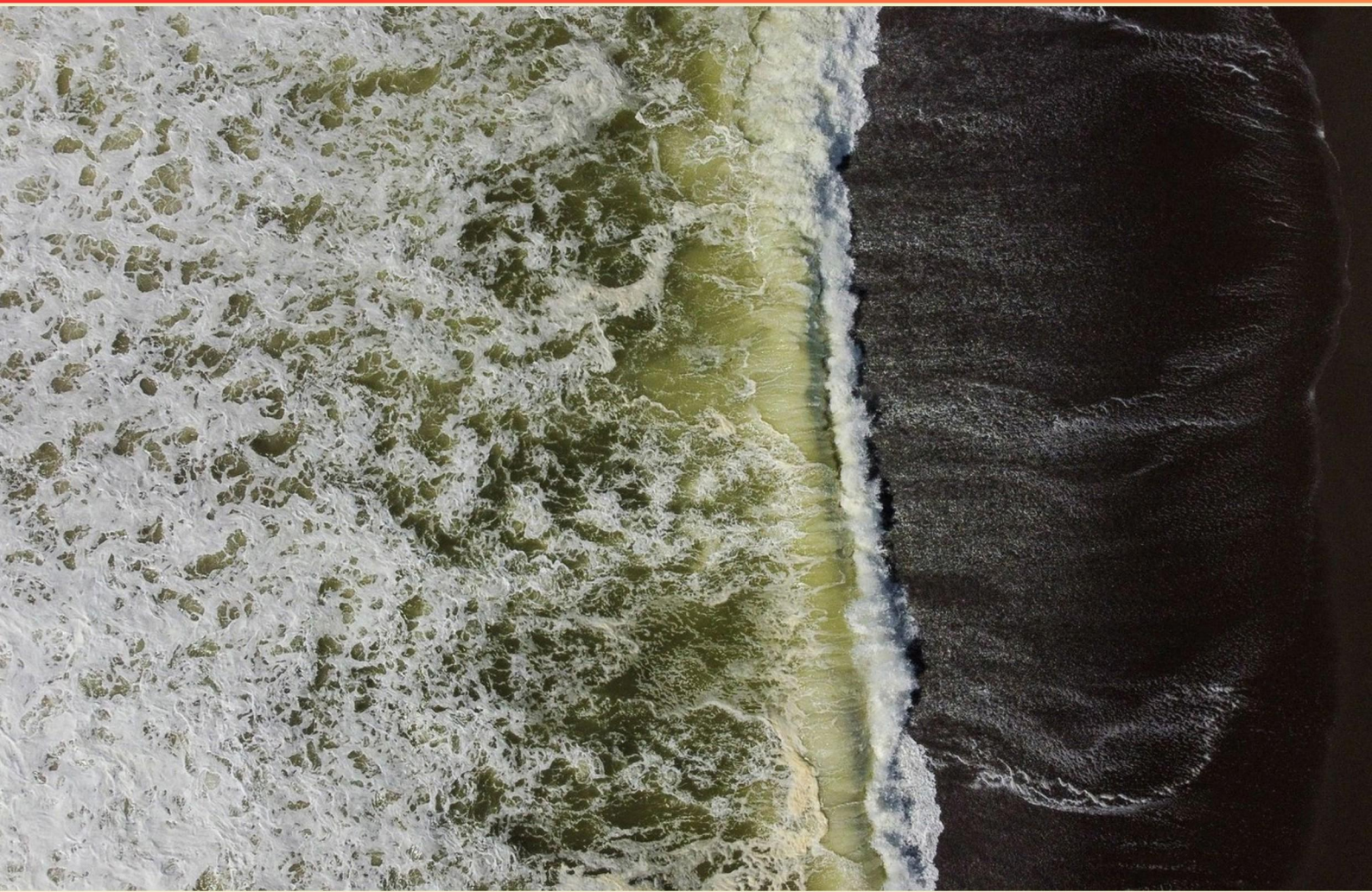


NORTH CAROLINA POST LICENSING 302 PRACTICE EXAM (SAMPLE)

STUDY GUIDE



**SAMPLE STUDY GUIDE
WITH LIMITED QUESTIONS**

**VISIT US ONLINE FOR
THE FULL VERSION STUDY GUIDE**

<https://northcarolinapostlicensing302.examzify.com>



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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. Who is required to sign a deed when a married couple in North Carolina conveys property?**
 - A. Only the wife
 - B. Only the husband
 - C. Both the husband and wife
 - D. Neither spouse

- 2. What is a requirement under UETA for consumers using electronic methods?**
 - A. Electronic transactions do not need disclosure
 - B. A right to have any record in physical form
 - C. Prohibition on digital consent
 - D. Must always be documented with a notary

- 3. What must be avoided when transferring subdivided land?**
 - A. Using a standard vacant land contract
 - B. Selling parcels without a real estate agent
 - C. Transferring ownership before obtaining permits
 - D. Advertising subdivisions publicly

- 4. Which of the following is NOT prohibited by RESPA?**
 - A. Referral fees between licensees
 - B. Receiving bonuses from settlement service providers
 - C. Crediting commissions to clients for costs
 - D. All must appear on the closing disclosure

- 5. Which of the following best describes how contracts should be interpreted?**
 - A. By focusing mainly on the handwritten provisions
 - B. As individual clauses without regard to the document as a whole
 - C. As a complete document with ordinary meanings assigned to words
 - D. By prioritizing preprinted language over custom terms

- 6. What constitutes an actionable item prior to selling lots across state lines?**
- A. Local advertising in newspapers and TV
 - B. Making unsolicited phone calls to potential buyers
 - C. Distributing mailers that comply with local laws
 - D. Engaging in online advertising
- 7. What is the minimum number of post-licensing classes required for a broker's license?**
- A. One
 - B. Two
 - C. Three
 - D. Four
- 8. How is the excise tax in North Carolina calculated on a sales price of \$196,000?**
- A. \$392
 - B. \$394
 - C. \$400
 - D. \$192
- 9. What defines an implied contract?**
- A. A contract that must be in writing
 - B. A contract inferred from actions
 - C. A contract agreed upon verbally
 - D. A contract with specific terms
- 10. Does RESPA prohibit referral fees between licensees?**
- A. Yes, it prohibits all fees
 - B. No, it does not prohibit referral fees
 - C. Only for certain types of properties
 - D. Only for government-assisted loans

Answers

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1. C
2. B
3. A
4. B
5. C
6. B
7. C
8. A
9. B
10. B

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Explanations

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1. Who is required to sign a deed when a married couple in North Carolina conveys property?

- A. Only the wife
- B. Only the husband
- C. Both the husband and wife**
- D. Neither spouse

In North Carolina, when a married couple conveys property, both spouses are required to sign the deed. This requirement serves several important purposes. Firstly, it protects the rights of both spouses under the law, ensuring that neither party can unilaterally make decisions regarding the property that could affect the other spouse's interest. Additionally, this signing requirement is crucial for the valid transfer of title to the property; if both parties do not agree and sign, the deed may be challenged or considered invalid. This legal framework upholds the principle of joint ownership and provides a safeguard against potential disputes regarding property ownership in the event of separation or divorce.

2. What is a requirement under UETA for consumers using electronic methods?

- A. Electronic transactions do not need disclosure
- B. A right to have any record in physical form**
- C. Prohibition on digital consent
- D. Must always be documented with a notary

The correct choice emphasizes the consumer's right to have any record available in a physical form when engaging in electronic transactions under the Uniform Electronic Transactions Act (UETA). This requirement is crucial for ensuring that consumers have the option to access and retain important documents in a traditional format, which can enhance understanding and reinforce confidence in electronic communications. UETA is designed to facilitate and recognize electronic transactions while also providing safeguards for consumers. By allowing consumers the right to request a physical record, UETA balances the efficiency and convenience of digital methods with the need for tangible documentation. This principle protects consumers who may prefer or require physical copies for their records, making it a vital aspect of electronic transactions. The other answer choices do not reflect the protections and rights established by UETA. For example, the idea that electronic transactions do not require disclosure or that consent to digital agreements can be prohibited does not align with UETA's purpose of promoting the use of electronic signatures and documents while ensuring consumers' rights are preserved. Additionally, the requirement that all electronic records must be notarized is not a stipulation under UETA, as notarization is not required for every type of electronic transaction.

3. What must be avoided when transferring subdivided land?

- A. Using a standard vacant land contract
- B. Selling parcels without a real estate agent
- C. Transferring ownership before obtaining permits
- D. Advertising subdivisions publicly

When transferring subdivided land, it is crucial to avoid transferring ownership before obtaining the necessary permits. This is because subdivided land is subject to various regulations and zoning laws that protect buyers and ensure that the land is suitable for its intended use. Obtaining permits beforehand allows the seller to legally demonstrate that the subdivided parcels meet local requirements, thus safeguarding both the seller's and buyer's interests. If ownership is transferred without these permits, it could lead to legal issues, financial loss, or complications in the future regarding the usability of the land. Using a standard vacant land contract typically is not advisable for subdivided properties due to the specific intricacies involved in such transactions, which may not be adequately addressed by a generic contract. Selling parcels without a real estate agent may not adhere to industry best practices and can lead to misunderstandings about legal obligations or market conditions. Similarly, publicly advertising subdivisions without proper compliance and permits can lead to significant legal ramifications, especially if the sale does not align with local zoning laws or regulations. Thus, ensuring all permits are obtained first is a critical step in the process of transferring subdivided land.

4. Which of the following is NOT prohibited by RESPA?

- A. Referral fees between licensees
- B. Receiving bonuses from settlement service providers
- C. Crediting commissions to clients for costs
- D. All must appear on the closing disclosure

The statement that receiving bonuses from settlement service providers is not prohibited by RESPA is accurate because RESPA (Real Estate Settlement Procedures Act) focuses on eliminating kickbacks and referral fees that incentivize real estate professionals to steer clients towards certain settlement service providers. However, it does allow for certain incentives or bonuses in specific contexts, provided they comply with applicable regulations and disclosure requirements. The key is that the bonuses must not violate the principles of RESPA, which are designed to ensure transparency and fairness in transactions. In contrast, the other options listed are forms of conduct that are explicitly prohibited by RESPA. Referral fees between licensees and bonuses tied to specific referrals incentivize steering and could result in a conflict of interest, whereas crediting commissions to clients for costs must be accurately disclosed and reported in real estate transactions. The requirement that all charges be clearly outlined on the closing disclosure also aligns with RESPA's mandate for transparency in the financial aspects of the transaction. Thus, the correct answer is indeed related to the nuances of what RESPA governs regarding compensation and fees.

5. Which of the following best describes how contracts should be interpreted?

- A. By focusing mainly on the handwritten provisions
- B. As individual clauses without regard to the document as a whole
- C. As a complete document with ordinary meanings assigned to words**
- D. By prioritizing preprinted language over custom terms

When interpreting contracts, it is crucial to understand them as comprehensive documents that encompass all their parts and context. The principle of looking at contracts as a complete document is grounded in the idea that all sections of a contract work together to convey the mutual intentions of the parties involved. This holistic approach aids in understanding the meaning of each clause in relation to other terms and provisions. Assigning ordinary meanings to words ensures that the language used is interpreted in a way that a reasonable person would understand, thus maintaining the integrity of the contract's intent. This method promotes fairness and clarity, which are essential for effective legal agreements. In contrast to interpreting contracts in a fragmented manner, focusing solely on individual clauses might lead to misinterpretations or a misunderstanding of how different parts of the agreement influence one another. Additionally, prioritizing handwritten provisions or preprinted language could undermine the overall purpose of a contract, which is a mutual agreement that balances the terms beneficial to all parties involved.

6. What constitutes an actionable item prior to selling lots across state lines?

- A. Local advertising in newspapers and TV
- B. Making unsolicited phone calls to potential buyers**
- C. Distributing mailers that comply with local laws
- D. Engaging in online advertising

Selling lots across state lines involves adhering to specific regulations to ensure that the buyer's rights are protected and that the seller complies with both federal and state laws. An actionable item typically refers to actions that have measurable implications in the context of these laws. Making unsolicited phone calls to potential buyers is often considered an actionable item because such actions can lead to violations of the Telephone Consumer Protection Act (TCPA) and other telemarketing regulations. For instance, calling individuals without their consent can result in legal repercussions and fines. In real estate, ensuring compliance with communication laws is crucial, and unsolicited outreach can be seen as a risky approach that may expose a seller to legal challenges. The other options, while they may have some degree of validity within local laws or advertising practices, do not carry the same level of regulatory scrutiny. Local advertising in newspapers and TV, for instance, usually abides by general advertising practices and provides a more compliant way to reach potential buyers. Distributing mailers that comply with local laws can also be a legitimate marketing strategy as long as those mailers follow legal stipulations. Engaging in online advertising, if done in accordance with federal and state advertising laws, can be an effective way to market properties, though it requires awareness of digital marketing regulations

7. What is the minimum number of post-licensing classes required for a broker's license?

- A. One
- B. Two
- C. Three**
- D. Four

In North Carolina, a broker who has recently obtained their provisional broker license must complete a total of three mandatory post-licensing classes within three years of licensure. This requirement aims to ensure that new brokers gain practical knowledge and skills essential for performing successfully in the real estate profession. The classes are designed to cover various important aspects of real estate practice, helping to build a solid foundation for the broker's career. Completing all three classes is crucial for the provisional broker to transition to a full broker license status. Thus, the minimum requirement of three classes is aligned with the state's goal of maintaining high professional standards in real estate practice.

8. How is the excise tax in North Carolina calculated on a sales price of \$196,000?

- A. \$392**
- B. \$394
- C. \$400
- D. \$192

The excise tax in North Carolina on a property sale is calculated based on the sales price of the property at a rate of \$1 for every \$500 of the sales price. To compute the excise tax for a sales price of \$196,000, you would first divide the sales price by 500. When you calculate $(196,000 \div 500)$, you get 392. This means that the excise tax due is \$392. This is a standard calculation used statewide, making it an essential concept for anyone involved in real estate transactions in North Carolina. Understanding this calculation is crucial for ensuring accurate financial assessments during property sales.

9. What defines an implied contract?

- A. A contract that must be in writing
- B. A contract inferred from actions**
- C. A contract agreed upon verbally
- D. A contract with specific terms

An implied contract is defined as a contract that is inferred from the actions, conduct, or circumstances of the parties involved, rather than being explicitly stated in words or writing. This type of contract arises when there is an assumption of an agreement based on the behavior of the parties, indicating that they intend to enter into a relationship or obligation. For example, if someone goes to a restaurant, sits down, and orders food, it can be inferred that there is a contract for the service and payment based on their actions, even if no formal agreement or written contract was signed. The expectation is that the restaurant will provide food and service, and the customer will pay for it. The other options refer to contracts that either need written form, are based on verbal agreements, or have specific terms outlined, which do not capture the essence of an implied contract that relies on situational context and mutual intent rather than explicit language.

10. Does RESPA prohibit referral fees between licensees?

- A. Yes, it prohibits all fees
- B. No, it does not prohibit referral fees**
- C. Only for certain types of properties
- D. Only for government-assisted loans

The correct answer is that RESPA does not prohibit referral fees between licensees. The Real Estate Settlement Procedures Act (RESPA) primarily focuses on disclosing the costs associated with the settlement process, promoting transparency, and preventing abusive practices in the real estate transaction process. While RESPA does prohibit certain types of kickbacks and referral fees that are not disclosed or that do not meet specific criteria, it does allow for certain referral arrangements among licensees as long as these fees comply with the regulations laid out in the Act. Licensees can share fees for legitimate referrals as long as these fees are disclosed and the services provided warrant the payment. Therefore, fees resulting from referrals are permissible within the guidelines established by RESPA, fostering cooperation and enabling professionals in the real estate industry to work together effectively without infringing on the law. This clarity helps licensees understand their limitations and the legal framework governing their transactions, ensuring they operate within the law while still being able to receive or share referral fees appropriately.

Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://northcarolinapostlicensing302.examzify.com>

We wish you the very best on your exam journey. You've got this!

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