The following table compares UPC Section 2-606 with North Carolina case law:

UPC § 2-606	N.C. Case Law	Comparison
(a) A specific devisee has a right to specifically devised property in the testator's estate at the testator's death and to: (1) any balance of the purchase price, together with any security agreement, owed by a purchaser at the testator's death by reason of sale of the property;	**Ademption** *Green v. Green*, 231 N.C. 707, 709, 58 S.E.2d 722, 724 (1950): "While most of the cases on this subject which have been considered by this Court relate to the ademption of devises of land by subsequently executed conveyances by the testator, the same rules must be held equally to apply where notes receivable described in the will are paid, or rendered inoperative, or discharged by foreclosure of the security, and real property acquired by the testator indirectly as [a] result of such foreclosure. This is illustrated by the case of *Chambers v. Kerns*, 59 N.C. 280 [(1862)], where, subsequent to the execution of the will specifically devising land, the testator agreed to sell the land and executed bond for title in consideration of a note for the purchase money. After the death of the testator the note was paid, and the question arose whether the money should be paid to the devisee or the testator's executor. It was held the devise had been defeated, for the reason that at the time of his death the testator 'had ceased to be the owner of the land which was the subject of the devise.' "	*Chambers v. Kerns*, cited with approval by the N.C. Supreme Court in *Green v. Green*, cuts squarely against this UPC provision. There, the Court held that the specific devisee was **not** entitled to the unpaid proceeds of a sale of real property.
(2) any amount of a condemnation award for the taking of the property unpaid at death;	**Nonademption** ("Act of another" analysis) *Reading v. Dixon*, 10 N.C. App. 319, 321, 178 S.E.2d 322, 324 (1971): "Applying the facts of the instant case to this definition of ademption, it is obvious that the theft of the silverware was not an act of the testator evincing an intention to revoke or cancel the bequest. In *Rue v. Connell*, 148 N.C. 302, 62 S.E. 306 (1908), Brown, J., stated, 'If the change on the form of the property is brought about by the act of another, it	The N.C. Court of Appeals' "act of another" analysis in *Reading v. Dixon* suggests that a N.C. court would hold that a specific devisee would be entitled to an unpaid condemnation award for the taking of a specifically devised property, since a condemnation proceeding is an "act of another."

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	will not effect an ademption of the legacy if the property in its new form is in the possession of the testator at his death.' The theft of the silverware was the 'act of another,' and effected a change in the form of the property. Following the theft, the property, in its changed form, was embodied in a claim for insurance benefits which was in the possession of the testator prior to his having the stroke which resulted in his death."	
(3) any proceeds unpaid at death on fire or casualty insurance on or other recovery for injury to the property;	**Nonademption** *Reading v. Dixon*, 10 N.C. App. 319, 321, 178 S.E.2d 322, 324 (1971): "Applying the facts of the instant case to this definition of ademption, it is obvious that the theft of the silverware was not an act of the testator evincing an intention to revoke or cancel the bequest. In *Rue v. Connell*, 148 N.C. 302, 62 S.E. 306 (1908), Brown, J., stated, 'If the change on the form of the property is brought about by the act of another, it will not effect an ademption of the legacy if the property in its new form is in the possession of the testator at his death.' The theft of the silverware was the 'act of another,' and effected a change in the form of the property. Following the theft, the property, in its changed form, was embodied in a claim for insurance benefits which was in the possession of the testator prior to his having the stroke which resulted in his death."	*Reading v. Dixon* squarely supports this UPC provision.
(4) any property owned by the testator at death and acquired as a result of foreclosure, or obtained in lieu of foreclosure, of the security interest for a specifically devised obligation;	**Ademption** *Green v. Green*, 231 N.C. 707, 711, 58 S.E.2d 722, 725 (1950): "It may be noted that here the testator, after making [a] bequest of mortgage notes in his will executed in 1932, proceeded in 1933 to foreclose the mortgages securing the unpaid notes and obtained title to the mortgaged lands	*Green v. Green* cuts squarely against this UPC provision.

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	as [a] result of such foreclosure. Notwithstanding this substantial change in the character and form of the subjects of his bequest, he made no change in his will, though he lived some fifteen years thereafter. If it be thought the testator intended the legatees should have land in substitution for notes, the disappointment is due to his failure to effectuate his intention. After careful consideration of the facts found by the court below, we reach the conclusion that the character of the bequests contained in the second and third paragraphs of the will had been, by the act of the testator, materially changed and their identity destroyed, so that at the time of his death these subjects of his bounty were no longer in existence. Hence the undevised lands of which James E. Green died seized descended to his heirs at law."	
(5) any real property or tangible personal property owned by the testator at death which the testator acquired as a replacement for specifically devised real property or tangible personal property; and	**Nonademption?** (*In specie* analysis) *Stanford v. Paris*, 209 N.C. App. 173, 178-79, 703 S.E.2d 488, 492 (2011): "Thus, after making his 1970 will, testator, with his brother, sisters, and brother's widow, transferred all of Redfields, Inc.'s assets—consisting of those properties originally acquired by testator's father that are at issue in the present case—to the Redfields partnership, which was formed for the express purpose of 'carry[ing] on the business formally [sic] conducted by Redfields, Inc.' Based on these circumstances, we do not agree with plaintiffs that testator's bequest of stock in Redfields, Inc. was sufficiently 'changed in substance or form, so that it d[id] not remain at the time the will [went] into effect *in specie*.' *See Starbuck* [*v. Starbuck*, 93 N.C. 183, 185 (1885)]. Rather, we conclude that testator's gift of his Redfields, Inc. stock, which became the same proportional interest in the same assets left to testator by his father upon their transfer to the Redfields partnership, did remain in testator's estate *in specie* as personal property at the time of his death and, therefore, did not adeem upon the dissolution and termination of Redfields, Inc."	Unfortunately, there is no case law discussing the replacement of real property or tangible personal property in the context of ademption. However, the N.C. Court of Appeals in *Stanford v. Paris* applied an *in specie* analysis and held that stock in a family-owned corporation, which became "the same proportional interest in the same assets" of the new family partnership, did not adeem. Similarly, in *King v. Sellers*, the N.C. Supreme Court held that a specific devise of the proceeds of a note secured by a deed of trust on real estate did not adeem after the note was paid off and the proceeds were reinvested

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	(Alterations in original except for last alteration.) *King v. Sellers*, 194 N.C. 533, 536-37, 140 S.E. 91, 93 (1927): "[I]t appears that the identity of $3,500 of this fund has been preserved. The legacy was created in the proceeds of a note secured by a deed of trust upon real estate. It does not appear that the testator was instrumental in collecting this note, but when the note was paid the money was not commingled with the general estate of the testator, but, as we interpret the record, segregated as a special fund and $3,500 thereof reinvested in a note secured by a deed of trust on real estate, and therefore being the identical form of investment that existed at the time the legacy was created. Of course, the balance of the $4,000 fund, not reinvested, has apparently been merged in the general estate of the testator, losing its identity and thus adeemed or lost. We are therefore of the opinion, and so hold, that, upon the facts as presented, there has been no ademption of that part of the fund represented by the Peschau note[.]"	in a new note secured by a deed of trust on real estate. In summary, N.C. courts will find no ademption if any change to the specifically devised asset can be easily traced **and** the asset's form at the time of the testator's death is virtually identical to its form described in the will. This UPC provision expresses a similar idea by including "replacement" property. The comment explains that it "does not import a tracing principle into the question of ademption, but rather should be seen as a sensible 'mere change in form' principle."
(6) if not covered by paragraphs (1) through (5), a pecuniary devise equal to the value as of its date of disposition of other specifically devised property disposed of during the testator's lifetime but only to the extent it is established that ademption would be inconsistent with the testator's manifested plan of distribution or that at the time the will was	**Ademption** *Tighe v. Michal*, 41 N.C. App. 15, 21-22, 254 S.E.2d 538, 543 (1979): "Therefore, we think the teaching of [*Grant v. Banks*, 270 N.C. 473, 155 S.E.2d 87 (1967)] is that the principle of ademption is a rule of law which operates without regard to the testator's intent. We further think that case teaches that, when the testator's intent is so clearly set forth in the will as to become a part of it and to specifically state that the beneficiary of a specific testamentary gift shall have other property in the event the property which is the subject matter of the specific testamentary gift no longer remains in his estate *in specie* at the time of his death, the principle of ademption does not apply. In other words, to prevent the application of the principle of ademption,	Under N.C. law, "the principle of ademption is a rule of law which operates without regard to the testator's intent." Generally, to prevent ademption, the testator must memorialize his or her intent in a testamentary instrument. The N.C. "rule of law" approach to ademption cuts against this UPC provision's elevation of the

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made, the date of disposition or otherwise, the testator did not intend ademption of the devise.	the testator must *both* intend that the beneficiary of the specific gift have other property *and specifically say so* according to established rules of law. *See Starbuck v. Starbuck*, 93 N.C. 183, 187 (1885). In such cases, the beneficiary is enabled to claim the substitute or contingent gift provided for him as a separate specific testamentary gift by the testator which does not give rise to issues concerning the principle of ademption."	testator's intent.
(b) If specifically devised property is sold or mortgaged by a conservator or by an agent acting within the authority of a durable power of attorney for an incapacitated principal, or a condemnation award, insurance proceeds, or recovery for injury to the property is paid to a conservator or to an agent acting within the authority of a durable power of attorney for an incapacitated principal, the specific devisee has the right to a general pecuniary devise equal to the net sale price, the amount of the unpaid loan, the condemnation award, the insurance proceeds, or the recovery.	**Nonademption** *Matter of Estate of Warren*, 81 N.C. App. 634, 638, 344 S.E.2d 795, 798 (1986): "North Carolina, therefore, follows the majority rule that the principle of ademption does not apply when the testator becomes incompetent and the subject matter of a specific bequest or devise is sold by a guardian." *Tighe v. Michal*, 41 N.C. App. 15, 23, 254 S.E.2d 538, 544 (1979): "The rule of law of ademption does not apply so as to extinguish specific testamentary gifts, when the subject matter of those gifts has materially changed during the time that a testatrix is mentally incompetent if, as here, she remains incompetent until her death."	Both N.C. law and the UPC provide that ademption does not apply when the testator becomes incompetent or incapacitated.