



**Clinch Mountain
Realty and Auction**

LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** United Country Clinch Mountain Realty & Auction
 2 **ADDRESS OF COMPANY:** 3736 Hwy 25E Bean Station TN 37708
 3 **OWNER / SELLER:** William Douglas Wells
 4 **ADDRESS OF OWNER / SELLER:** 9426 Pebble Beach Lane Grand Blanc MI 48439-2850

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
 6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
 7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** Lot 187 Cottage Lane
 9 (Address) New Tazewell (City), Tennessee 37825 (Zip) as
 10 recorded in Claiborne County Register of Deeds Office, 1054
 11 deed book(s) 391 page(s), and/or _____ instrument number, and further described
 12 as: Map 133A Group A Parcel 006.00, Lone Mountain Shores 3B, Plat Book 3 Page 187, lot 187
 13 with an estimated acreage of 5.009 ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**
 15 N/A

16
 17
 18 **B. Items that shall NOT remain with the Property:**
 19 N/A

22 **2. THE LISTING PRICE.** \$ 15,000.00 (Fifteen Thousand Dollars).
 23 This price is based (select one):

- 24 for entire Property as a tract, and not by the acre; or
- 25 per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ _____
- 26 per acre based on a current or mutually acceptable survey; or
- 27 for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ _____
- 28 per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey
- 29 should vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.**

31 This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")
 32 through October 19th, 2026 ("Listing Expiration Date"). If a contract to purchase, exchange or lease is
 33 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale
 34 Agreement, exchange agreement, or lease agreement.

35 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale
 36 to the general public on the Effective Date
 37 OR

38 on the 18th day of March, 2026.

39 **Carry-Over Clause.** Should Seller contract to sell or exchange, or contract to lease the Property within 90 days
40 after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement ("Agreement") to any Buyer/Tenant
41 (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the
42 term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to
43 any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a
44 result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another
45 licensed real estate broker at the time of such contract.

46 4. **TERMS** of sale acceptable to Seller (such as USDA, Conventional, etc.): Cash or New Loan

47 5. **POSSESSION OF PROPERTY** to be delivered: At Closing

48 6. **SELLER CONCESSIONS.** Seller is hereby notified that a buyer may request certain concessions in any offer to
49 purchase. These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses,
50 buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

51 7. **COMPENSATION.**

52 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**
53 **NEGOTIABLE.**

54 **Compensation to Broker for Sale:** A total of \$ _____, or 10 % compensation based on
55 the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as
56 evidenced by delivery of warranty deed and payment of purchase price ("Closing"). In any exchange of the Property,
57 Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

58 **Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of
59 \$ _____ or 3 % of Selling Price/monthly rental amount to a Buyer Broker/Agent or Facilitator
60 (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the
61 transaction. This amount shall be taken from the amount agreed to be paid to Listing Broker.

62 **Compensation to Broker for Lease:** In the event that the Property is leased under the terms of this Agreement, Seller
63 agrees to pay a total of \$ _____, or 0 % compensation based upon the monthly rental
64 amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under
65 the terms of the lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease
66 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease.
67 This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the
68 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described
69 herein, Seller agrees to pay Broker any remaining compensation based upon future rental payments at the time of Closing
70 and/or any compensation that may be due under the terms of this Listing Agreement.

71 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
72 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the
73 Purchase and Sale Agreement or the lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
74 amount equal to the compensation which would have been due and owing Broker had the transaction closed or lease been
75 fulfilled. Such compensation shall be payable without demand. Should Broker consent to release the Listing prior to the
76 expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market the
77 Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to
78 Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate
79 agent incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby
80 agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense
81 in the event of a dispute.

82 8. **FURTHER INFORMATION CONCERNING PROPERTY.**

83 A. **Mineral, oil, gas, water and timber rights.**

84 Shall conveyance of this Property include all mineral, oil, gas, water and timber rights? Yes / No

85 If no, please explain: In subdivision

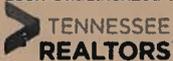
87 B. **Crops.**

88 Crops planted at the time of sale shall:

89 Pass with the land to the buyer OR Remain with the Seller OR Other (please describe):

91 C. **Leasehold or Tenant's Rights.**

This form is copyrighted and may only be used in real estate transactions in which Mr. Joey F Haun is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



92 There are no leasehold interests or tenant's rights in the subject Property, except as follows:

93 N/A

94

95 **D. Licenses or Usage Permits.**

96 No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing,
97 timber, usage rights to hunters, fishermen, or others except as follows:

98 N/A

99

100 **E. Utilities.**

101 Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line,
102 across the street, unknown, etc.)

103 Electricity: Available Gas: _____

104 Municipal Sewer: _____ Municipal Water: _____

105 Telephone: Available Cable: Available

106 **F. Zoning.**

107 Seller represents that the Property is zoned Residential

108 **G. Flood Zone.**

109 Is the Property or any part thereof located in a flood zone?

110 N/A

111

112 **H. Exterior Injection Well, Soil Absorption and/or Percolation Test.**

113 **1. Exterior Injection Well.** Does the Seller have knowledge of an exterior injection well being present on the
114 Property? Yes / No

115 **2. Soil Absorption and/or Percolation Test.** Has the Property been tested for soil absorption and/or
116 percolation? If either box is checked, please provide a copy of test results within 7 days of signing
117 Agreement.

118 **I. Subsurface Sewage Disposal.**

119 Has the Property been evaluated for a Sub-Surface Sewage Disposal System? Yes / No

120 If yes, please provide a copy within _____ days of signing Agreement.

121 **J. Survey.**

122 Has the Property been surveyed? Yes / No If yes, please provide a copy of the most recent survey within
123 7 days of signing Agreement.

124 **K. Special Tax Arrangements.**

125 Is the Property in any special tax arrangement such as Green Belt? Yes / No

126 If yes, please list details: _____

127

128 **L. Foreign/Unnatural Materials on Property.**

129 Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural
130 materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine
131 production, radioactive material or radon on the Property (structure or soil)? Yes / No

132 If yes, please list details, including the substance and its location:

133

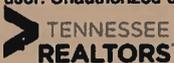
134

135 **9. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

136 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this
137 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands
138 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable
139 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that
140 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
141 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.

142 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is

This form is copyrighted and may only be used in real estate transactions in which **Mr. Joey F Haun** is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



143 authorized to communicate any offer of cooperating compensation to prospective Buyer Brokers or Facilitators and may
 144 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.
 145 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this
 146 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final
 147 sales information to the MLS for the purpose of compiling comparable sales data reports.
 148

149 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
 150 disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have
 151 photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used
 152 and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media;
 153 and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other
 154 copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant
 155 license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the
 156 Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized
 157 to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property
 158 which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if
 159 such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order
 160 for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from
 161 Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the disclosure of the existence
 162 of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)
 163

164 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
 165 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty
 166 deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any.
 167 Property is offered without regard to race, creed, color, religion, sex, handicap, familial status, or national origin. A
 168 request from Seller to observe discriminatory requirements in the sale or lease of the Property shall not be granted
 169 since it is a violation of the law.

170 10. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.

171 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*
 172 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
 173 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
 174 *of the following:*

175 *Non United States citizen;*

176 *Non resident alien; or*

177 *Foreign corporation, partnership, trust, or estate*

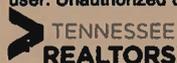
178 *It is Seller's responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

179 11. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

180 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate.
 181 Seller has not advised Broker and/or Broker's affiliated Licensees (hereinafter "Agents") of any defects in the Property or
 182 the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the
 183 value of the Property, significantly reduce the structural integrity of the improvements on the Property, or the health of
 184 future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing
 185 data wherein Seller has supplied such information. Seller further agrees to hold Agents and firm harmless and indemnify
 186 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or
 187 misrepresentation by Seller and/or for any material fact that is known or should be known by Seller concerning the Property
 188 and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fees for Agents and
 189 firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn.
 190 Code Ann. § 62-13-102) concerning the Property.

191 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings of the Property. **Seller is responsible**
 192 **for compliance with state or federal law regarding usage of video or audio recording devices while marketing or**
 193 **showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.**
 194 Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key-entry

This form is copyrighted and may only be used in real estate transactions in which Mr. Joey F Haun is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



195 access to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said
 196 Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property.
 197 Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage, losses or claims
 198 arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees,
 199 salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings thereof.

200 Seller acknowledges and agrees that Broker:

- 201 (a) May show other properties to prospective buyers who are interested in Seller's Property;
- 202 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
 203 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
 204 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
 205 the availability and cost of utilities, septic or community amenities; conditions existing off the Property which
 206 may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable
 207 boundaries of school districts or other school information; proposed or pending condemnation actions involving
 208 the Property; the appraised or future value of the Property; termites and wood destroying organisms; building
 209 products and construction techniques; the tax or legal consequences of a contemplated transaction; matters
 210 relating to financing; etc. Seller is hereby advised to seek independent expert advice on any of these or other
 211 matters which are of concern to Seller;
- 212 (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this
 213 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
 214 Tennessee Real Estate Commission Rules; and
- 215 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

216 **12. EXPERT ASSISTANCE.**

217 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an
 218 expert in the matters of law, taxation, financing, square footage, acreage, inspections, geological issues, wood destroying
 219 organisms, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice
 220 to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides
 221 names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained
 222 by Client.

223 **13. AGENCY.**

224 **A. Definitions.**

- 225 1. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
 226 firm and where the context would indicate, the Broker's affiliated licensees.
- 227 2. **Designated Agent for the Seller:** The individual licensee that has been assigned by the Managing Broker and
 228 is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion
 229 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer
 230 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best
 231 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established
 232 without a written agency agreement.
- 233 3. **Facilitator / Transaction Broker (not an agent for either party):** The licensee is not working as an agent for
 234 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
 235 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be
 236 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any
 237 Licensee or company who has not entered into a written agency agreement with either party in the transaction is
 238 considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 239 4. **Dual agency:** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
 240 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
 241 full disclosure to each party and with each party's informed consent.
- 242 5. **Adverse Facts:** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
 243 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
 244 improvements to real property or present a significant health risk to occupants of the property.

245 6. **Confidentiality:** By law, every licensee is obligated to protect some information as confidential. This includes
 246 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
 247 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
 248 discloses that licensee has an agency relationship with another party, any such information which the consumer
 249 THEN reveals must be passed on by the licensee to that other party.

250 **B. Duties owed to all Parties to a Transaction.**

251 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties
 252 to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise
 253 provided by law:

- 254 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 255 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
- 256 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
 257 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
 258 parties in the transaction. This duty of confidentiality extends to any information which the party would
 259 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
 260 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency
 261 relationship and the closing of the transaction;
- 262 4. To provide services to each party to the transaction with honesty and good faith;
- 263 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
 264 might affect such transaction only when such information is available through public records and when such
 265 information is requested by a party;
- 266 6. To timely account for earnest money deposits and all other property received from any party to a transaction; and
- 267 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee’s immediate family, or on behalf of
 268 any other individual, organization or business entity in which licensee has a personal interest without prior
 269 disclosure of such personal interest and the timely written consent of all parties to the transaction; and
 270 B) To refrain from recommending to any party to the transaction the use of services of another individual,
 271 organization or business entity in which the licensee has an interest or from whom the licensee may receive a
 272 referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate
 273 services, without timely disclosure to the party who receives the referral, the licensee’s interest in such referral or
 274 the fact that a referral fee may be received.

275 **C. Duties owed to Client.**

276 In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or
 277 Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 278 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
 279 between the licensee and licensee’s client;
- 280 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
 281 of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a
 282 customer in the transaction; and
- 283 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
 284 the client by:
 - 285 A) Scheduling all Property showings on behalf of the client;
 - 286 B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - 287 C) Answering any questions that the client may have in negotiation of a successful purchase agreement
 288 within the scope of the licensee’s expertise; and
 - 289 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
 290 agreement for a successful closing of the transaction.

291 Upon waiver of any of the above duties listed under subsection 12.C.3., a consumer must be advised in writing
 292 by such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the
 293 transaction for the performance of said duties.

346 ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS
347 DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND
348 ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

349 18. CONFIDENTIALITY. Information which the Seller authorizes Broker and Broker's affiliated Licensees to disclose
350 which might otherwise be confidential:

351 1. All information is confidential unless constructive notice.
352
353

354
355
356
357 19. EXHIBITS AND ADDENDA. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made
358 a part of this Agreement:
359
360
361
362

363 20. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

364 1. This listing is between the Sellers and United Country Clinch Mountain Realty and Auction. This clause
365 in the listing agreement supersedes all rules and regulations set forth by all Multiple Listing Services and
366 third-party sites, which United Country Clinch Mountain Realty and Auction are members of ETRA,
367 LAAR, TN/VA, and GSMAR.

368 2. This property is offered as an online auction starting March 18, 2026, through April 23, 2006, with a
369 reserve of 5,000.00, at 15% buyers premium with a mininum buyers premium of 1,000.00
370

371 NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.

372 The party(ies) below have signed and acknowledge receipt of a copy.

373 <u>Joseph F Haun</u>	<u>United Country Clinch Mountain Realty & Auction</u>
374 BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
375 <u>3-12-2026</u> at <u>4:30</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	<u>3736 Hwy 25E</u>
376 Date	Address <u>Bean Station TN 37708</u>
377 <u>Joey Haun</u>	Phone: <u>865-993-5263</u>
378 Print/Type Name	Email: <u>josephhaunrealtor@gmail.com</u>

379 The party(ies) below have signed and acknowledge receipt of a copy.

380 <u>William Douglas Wells</u>	_____
381 SELLER/OWNER	SELLER/OWNER
382 <u>Willaims Douglas Wells</u>	_____
383 Print/Type Name	Print/Type Name
384 <u>3/10/2026</u> at <u>2:00</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
385 Date	Date
386 <u>9426 Pebble Beach Lane</u>	_____
387 Address <u>Grand Blanc MI 48439-2850</u>	Address _____
388 Phone: _____ (H) <u>248-895-5110</u> (Cell)	Phone: _____ (H) _____ (Cell)
389 (W) Email: <u>wellswp05@gmail.com</u>	(W) Email: _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Mr. Joey F Haun is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.





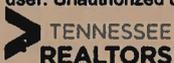
Clinch Mountain
Realty and Auction

DISCLAIMER NOTICE

The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

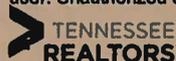
1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
6. **SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but it is **not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.
7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

This form is copyrighted and may only be used in real estate transactions in which Mr. Joey F Haun is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



- 43 **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,
44 while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 45 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**
46 **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or
47 private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary
48 survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,
49 clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,
50 plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
- 51 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
52 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
53 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected
54 use requires a zoning or other change, it is recommended that you either wait until the change is in effect before
55 committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 56 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
57 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,
58 electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified
59 by the appropriate sources in writing (including but not limited to fire protection). You should have a
60 professional check access and/or connection to public sewer and/or public water source and/or the condition of
61 any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual
62 number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained
63 in the file for the property maintained by the appropriate governmental permitting authority. If the file for this
64 property cannot be located or you do not understand the information contained in the file, you should seek
65 professional advice regarding this matter. For unimproved land, septic system capability can only be
66 determined by using the services of a professional soil scientist and verifying with the appropriate governmental
67 authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to
68 accommodate the size home that you wish to build.
- 69 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you
70 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or
71 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding
72 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper
73 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation
74 certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 75 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
76 condemnation proceedings or similar matters concerning any portion of the property with the State, County and
77 city/town governments in which the property is located. Condemnation proceedings could result in all or a
78 portion of the property being taken by the government with compensation being paid to the landowner.
- 79 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
80 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
81 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
82 sources in writing.
- 83 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**
84 You should consult with local, state and federal law enforcement agencies for information or statistics regarding
85 criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location
86 of sex offenders in a given area.
- 87 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any
88 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or
89 any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not**
90 legal or tax experts, and therefore cannot advise you in these areas.

This form is copyrighted and may only be used in real estate transactions in which Mr. Joey F Haun is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



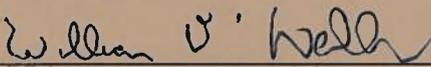
91 **16. TITLE INSURANCE EXPENSES.** As the Buyer of real property, you have the right to obtain an Owner's
92 Title Insurance Policy to protect your ownership. Once purchased, an Owner's Title Insurance Policy protects
93 you for as long as you own the property (and potentially longer). There are two main types of title insurance
94 policies available to the Buyer: (a) a Standard policy (which covers many claims affecting the land) or (b) a
95 "Homeowner's" policy. The Homeowner's policy covers all the claims of a Standard policy – but it is also an
96 expanded policy providing multiple additional coverages not included in the Standard policy, e.g. post policy
97 issues such as an attempted fraudulent deed conveyance. Unlike other title protection alternatives (e.g. attorney
98 title opinion letters) both the Standard and the Homeowner's policy are regulated products provided by
99 insurance companies licensed under Tennessee law. It is the Buyer's responsibility to seek independent advice
100 or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided
101 under an American Land Title Association Standard Owner's Insurance policy and, if available, a Homeowner's
102 Title Insurance Policy. For more information, please visit these helpful links: [https://www.alta.org/news-](https://www.alta.org/news-and-publications/)
103 [and-publications/](https://www.alta.org/news-and-publications/) ALTA - Unregulated Title Insurance Alternatives

104 **17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
105 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
106 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
107 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You
108 are advised to contact several sources and independently investigate the competency of any inspector,
109 contractor, or other professional expert, service provider or vendor and to determine compliance with any
110 licensing, registration, insurance and bonding requirements in your area.

111 **18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition
112 of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as
113 to suitability of a property to your needs. You acknowledge that any images or other marketing materials
114 provided by the seller or brokers involved in the transaction electronically or in print may not display the
115 property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a
116 property.

117 **19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media
118 used in the marketing of the property may continue to remain in publication after Closing. You agree that
119 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker
120 is not in control.

121 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media**
122 **representations or verbal representations of any real estate licensee relative to any of the matters itemized**
123 **above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they**
124 **secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice**
125 **for the advice and counsel about these and similar concerns.**

126		
127	CLIENT/CUSTOMER	CLIENT/CUSTOMER
128	3/10/2026 at 2:00 o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
129	Date	Date

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Mr. Joey F Haun is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.





Clinch Mountain Realty and Auction

WIRE FRAUD WARNING

1 Criminals use many methods to steal our money, even when we are buying or selling a home -- particularly involving wire fund
2 transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/
3 closing agency. Be on the lookout for:

- 4 • Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax
5 numbers, texts, calls or social media messages from scammers.
- 6 • Any communication requesting information or directing you to a fake website, a criminal's email address or a
7 criminal's bank account.

8
9 In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing
10 agency.

11
12 **NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.**

13 WOW Initials _____ Initials

14
15 Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the
16 instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified
17 the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- 18 • Call the phone number you used on all your prior calls (if the number came from a personally recognized or known
19 source), or
- 20 • Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party
21 source, such as the entity's official website and/or public directory assistance (do not take the phone number directly
22 from the wiring instruction form you received), or
- 23 • Make a personal visit to their office at the address you previously met with them.

24 If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in
25 preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received
26 by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the
27 **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT.** Any wiring
28 instructions sent should be sent in a secured manner. Be especially aware of any request to change any of the original
29 wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference
30 in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys,
31 title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

32
33 If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages,
34 faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or
35 changes to wire transfer or financing institutions:

- 36 • **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- 37 • Then, call your agent at the phone number you used in all prior calls.

38
39 William Douglas Keller 3/10/2022 _____
40 Buyer or Seller Date Buyer or Seller Date

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.