



McIver Land & Realty

CONFIRMATION OF AGENCY STATUS

1 Every real estate licensee is required to disclose licensee's agency status in a real estate transaction to any buyer or seller
 2 who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of
 3 this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must
 4 be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers
 5 and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this
 6 transaction:

7 The real estate transaction involving the property located at:
 8 280 Harris Ln. Henderson TN 38340-4318

PROPERTY ADDRESS

10 SELLER NAME: <u>William P Thompson Elisabeth S Thompson</u>	BUYER NAME: _____
11 LICENSEE NAME: <u>Harold T McIver</u>	LICENSEE NAME: _____
12 in this consumer's current or prospective transaction is	in this consumer's current or prospective transaction
13 serving as:	is serving as:
14 <input type="checkbox"/> Transaction Broker or Facilitator.	<input type="checkbox"/> Transaction Broker or Facilitator.
15 (not an agent for either party).	(not an agent for either party).
16 <input type="checkbox"/> Seller is Unrepresented.	<input type="checkbox"/> Buyer is Unrepresented.
17 <input type="checkbox"/> Agent for the Seller.	<input type="checkbox"/> Agent for the Buyer.
18 <input checked="" type="checkbox"/> Designated Agent for the Seller.	<input type="checkbox"/> Designated Agent for the Buyer.
19 <input type="checkbox"/> Disclosed Dual Agent (for both parties),	<input type="checkbox"/> Disclosed Dual Agent (for both parties),
20 with the consent of both the Buyer and the Seller	with the consent of both the Buyer and the Seller
21 in this transaction.	in this transaction.

22 This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to
 23 purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a
 24 property without an agency agreement) prior to execution of that listing agreement. This document also serves as
 25 confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services
 26 were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any
 27 complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of
 28 limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710
 29 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not**
 30 **constitute an agency agreement or establish any agency relationship.**

31 By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as
 32 Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code
 33 of Ethics and Standards of Practice.

34 <u>William P Thompson</u> 05/11/2023			
35 Seller Signature William P Thompson Date	Buyer Signature	Date	
36 <u>Elisabeth S Thompson</u> 05/11/2023			
37 Seller Signature Elisabeth S Thompson Date	Buyer Signature	Date	
38 <u>Harold T McIver</u> 05/10/2023			
39 Listing Licensee Harold T McIver Date	Selling Licensee	Date	
40 <u>United Country McIver Land & Realty, LLC.</u>			
41 Listing Company	Selling Company		

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Mclver Land & Realty

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 280 Harris Ln CITY Henderson
2 SELLER'S NAME(S) William F Thompson Elizabeth S Thompson PROPERTY AGE 17
3 DATE SELLER ACQUIRED THE PROPERTY 08-13-2006 DO YOU OCCUPY THE PROPERTY? no
4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY?
5 (Check the one that applies) The property is a 2 site-built home non-site-built home

The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at http://www.tenncanada.com/topics/tncode/ (See Tenn. Code Ann. § 66-5-201, et seq.)

- 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the best of the seller's knowledge as of the Disclosure date.
2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have occurred since the time of the initial Disclosure, or certify that there are no changes.
4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other experts) or certain information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-5-204).
5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless agreed to in the purchase contract.
7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which had no effect on the physical structure of the property.
9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form (See Tenn. Code Ann. § 66-5-202).
10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
11. Buyers are advised to include home, wood infestation, well, water sources, septic systems, lead-based paint, radon, mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement, otherwise, seller is not required to repair any such items.
13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.

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- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
 43 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior septic well, the presence of any known sinkholes, the results
 48 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the
 49 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
 50 defined by Tenn. Code Ann. § 46-4-21) and, if requested, provide buyers with a copy of the development's restrictive
 51 covenants, homeowners bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
 52 ever been moved from an existing foundation to another foundation.

53 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge
 54 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information
 55 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition
 56 Disclosure, a Tennessee Residential Property Condition Disclosure Statement, or a Tennessee Residential Property Condition
 57 Exception Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any
 58 legal questions they may have regarding this information or prior to taking any legal actions.

59 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
 60 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
 61 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
 62 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchaser
 63 may wish to obtain.

64 Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form
 65 as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items
 66 identified below and/or the obligation of the buyer to accept such items "as is."

67 **INSTRUCTIONS TO THE SELLER**

68 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
 69 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
 70 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

71 **A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:**

72 <input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Wall/Window Air Conditioning	<input checked="" type="checkbox"/> Garage Door Operator (Number of operators) <u>4</u>
73 <input checked="" type="checkbox"/> Window Screens	<input checked="" type="checkbox"/> Air	<input checked="" type="checkbox"/> Appliances (Number) <u>2 + 1 electric</u>
74 <input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Gas Stoves for Fireplace
75 <input checked="" type="checkbox"/> Sewage Disposal	<input type="checkbox"/> Gas Fireplace Log	<input checked="" type="checkbox"/> TV Antenna/Satellite Dish
76 <input type="checkbox"/> Trash Compactor	<input checked="" type="checkbox"/> Smoke Detector Fire Alarm	<input type="checkbox"/> Central Vacuum System and <u>automatic transfer</u>
77 <input type="checkbox"/> Spa/Whirlpool Tub	<input checked="" type="checkbox"/> Burglar Alarm	<input checked="" type="checkbox"/> Current Termite contract / <u>not contract</u>
78 <input type="checkbox"/> Water Softener	<input checked="" type="checkbox"/> Wind-Downing/Curtains	<input type="checkbox"/> Hot Tub
79 <input checked="" type="checkbox"/> 270 Volt Wiring	<input type="checkbox"/> Installed Outdoor Cooking Grill	<input checked="" type="checkbox"/> Washer/Dryer Hookup / <u>washer: dryer</u>
80 <input type="checkbox"/> Sinks	<input type="checkbox"/> Irrigation System	<input type="checkbox"/> Pool
81 <input checked="" type="checkbox"/> Stairwells	<input checked="" type="checkbox"/> Key to all exterior doors	<input checked="" type="checkbox"/> Access to Public Spaces
82 <input type="checkbox"/> Sump Pump	<input checked="" type="checkbox"/> Leak Detectors	<input type="checkbox"/> Heat Pump
83 <input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Air	
84 <input type="checkbox"/> Other		<input type="checkbox"/> Other <u>Stairwell handicap chair</u>
85 <input type="checkbox"/> Water Heater	<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Gas
86 <input type="checkbox"/> Garage	<input type="checkbox"/> Attached	<input checked="" type="checkbox"/> Not Attached
87 <input type="checkbox"/> Water Supply	<input checked="" type="checkbox"/> City	<input type="checkbox"/> Well
88 <input type="checkbox"/> Gas Supply	<input type="checkbox"/> Utility	<input type="checkbox"/> Bottled
89 <input type="checkbox"/> Waste Disposal	<input type="checkbox"/> To Be Verified	<input checked="" type="checkbox"/> Septic Tank
90 <input type="checkbox"/> Roofing Type	<u>metal</u>	Age (approx) <u>16</u>

*25,000 kw generator!
automatic transfer
storm shelter in 3 car garage
prepare for generator
old cemetery on property

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 use. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTOR® at 615-321-6477



91 Other Items
 92 Washer, Dryer, Refrigerator, Freezer
 93

94 To the best of your knowledge, are any of the above NOT in operating condition? YES NO

95 If YES, then describe (attach additional sheets if necessary):

96 * Generator need temp. sensor - hasn't been sourced
 97
 98

99 B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
100 Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
101 Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
102 Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
103 Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104 Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
105 Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106 Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
107 Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heat Pump N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
108 Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
109 Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

110 If any of the above is marked YES, please explain:
 111 Small damage on garage siding/driveway cracks

112 C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING? YES NO UNKNOWN

- 113 1. Substances, materials or products which may be environmental hazards
 114 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel
 115 or chemical storage tanks, contaminated soil or
 116 water, on the subject
 117 property? YES NO UNKNOWN
- 118 2. Features shared in common with adjoining land owners, such as walls, but
 119 not limited to, fences, and/or driveways, with joint rights and obligations
 120 for use and maintenance? YES NO UNKNOWN
- 121 3. Any authorized changes in roads, drainage or utilities affecting the
 122 property, or contiguous to the property? YES NO UNKNOWN
- 123 4. Any changes since the most recent survey of the property was done?
 124 Most recent survey of the property: 1999 (Date) (check here if unknown) YES NO UNKNOWN
- 125 5. Any encroachments, easements, or similar items that may affect your
 126 ownership interest in the property? YES NO UNKNOWN
- 127 6. Room additions, structural modifications or other alterations or
 128 repairs made without necessary permits? YES NO UNKNOWN
- 129 7. Room additions, structural modifications or other alterations or
 130 repairs not in compliance with building codes? YES NO UNKNOWN
- 131 8. Landfill (compacted or otherwise) on the property or any portion
 132 thereof? YES NO UNKNOWN
- 133 9. Any settling from any cause, or slippage, sliding or other soil problems?
 134 10. Flooding, drainage or grading problems? YES NO UNKNOWN
- 135 11. Any requirements that flood insurance be maintained on the property? YES NO UNKNOWN

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		YES	NO	UNKNOWN
136	12. Property or structural damage from fire, earthquake, floods, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137	If yes, please explain (use separate sheet if necessary)			
138				
139				
140	If yes, has said damage been repaired?			
141	13. Is the property serviced by a fire department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
142	If yes, at what fire department's service area is the property located? (Fire Dept.Locator can be found:			
143	https://tmap.tn.gov/ltm/-)			
144	<u>Chesker County</u>			
145	Is the property owner subject to charges or fees for fire protection, such as subscriptions, association dues or utility fees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
146				
147	14. Any zoning violations, nonconforming uses and/or violations of "setback" requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
148				
149	15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
150	16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151	17. A Condominium/Homeworkers Association (HOA) which has any authority over the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152	Name of HOA: _____ HOA Address: _____			
153	HOA Phone Number: _____ Monthly Dues: _____			
154	Special Assessments: _____ Transfer Fees: _____			
155	Management Company: _____ Phone: _____			
156	Management Co. Address: _____			
157				
158	18. Any "common area" (facilities such as, but not limited to, pools, tennis courts, walkways or other areas co-owned or undivided interest with others)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
159				
160	19. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
161	20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects or will affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
162				
163	21. Is any system, equipment or part of the property being leased?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
164	If yes, please explain, and include a written statement regarding payment information.			
165				
166	<u>propane tank</u>			
167				
168	22. Any exterior wall covering of the structure(s) covered with exterior insulation and finish systems (EIFS), also known as "synthetic stucco"?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
169	If yes, has there been a recent inspection to determine whether the structure has excessive moisture accumulation and/or moisture related damage?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
170	(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified professional inspect the structure in question for the preceding concern and provide a written report of the professional's finding.)			
171	If yes, please explain. If necessary, please attach an additional sheet.			
172				
173				
174				
175				
176				
177				
178	23. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
179	24. Is seller aware of any percolation tests or soil absorption tests being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
180	If yes, results of test(s) and/or report(s) are attached.			
181				
182	25. Has any residence on this property ever been moved from its original foundation to another foundation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
183				
184				

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- 186 26. Is this property in a Planned Unit Development? Planned Unit Development YES NO UNKNOWN
 188 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
 189 controlled by one (1) or more landowners, to be developed under unified control
 190 or unified plan of development for a number of dwelling units, commercial,
 191 educational, recreational or industrial uses, or any combination of the
 192 foregoing, the plan for which does not correspond in lot size, bulk or type of
 193 use, density, lot coverage, open space, or other restrictions to the existing land
 194 use regulations." Unknown is not a permissible answer under the statute.
 195 27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. YES NO UNKNOWN
 196 Code Ann. § 66-5-212(a) as "a subsurface void created by the dissolution of
 197 limestone or dolostone strata resulting from groundwater erosion, causing a
 198 surface subsidence of soil, sediment, or rock and is indicated through the
 199 contour lines on the property's recorded plat map."
 200 28. Was a permit for a subsurface sewage disposal system for the Property issued YES NO
 201 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-211-409? If
 202 yes, Buyer may have a future obligation to connect to the public sewer system

203 **D. CERTIFICATION.** I/We certify that the information herein, concerning the
 204 real property located at

205 290 Harris Ln Henderson TN 38140-4316

206 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
 207 conveyance of title to this property, these changes will be disclosed in an addendum to this document

208 Transferor (Seller) [Signature] Date 5/28/23 Time 2:57pm
 209 Transferor (Seller) [Signature] Date 5/28/23 Time 2:57pm

210 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
 211 appropriate provisions in the purchase agreement regarding advice, inspections or defects

212 **Transferor/Buyer's Acknowledgment:** I/We understand that this disclosure statement is not intended as a substitute for any
 213 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are
 214 evident by careful observation. I/We acknowledge receipt of a copy of this disclosure.

214 Transferor (Buyer) _____ Date _____ Time _____
 215 Transferor (Buyer) _____ Date _____ Time _____

216 If the property being purchased is a condominium, the transferor/buyer is hereby given notice that the transferor/buyer is
 217 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
 218 the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-302

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